

Dated

4th March

2024

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH
OF HARINGEY
- (2) HIGH ROAD WEST (TOTTENHAM) LIMITED

Agreement Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 and Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011

In relation to:

Development of land at the Printworks Nos. 819-829 High Road, N17 8ER

Application number: HGY/2023/2306
LEG/PP/MJB/74168

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THIS DEED is made on

4th

day of

March

2024

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, Wood Green, London N22 4LE ("the Council"); and
- (2) **HIGH ROAD WEST (TOTTENHAM) LIMITED** (registered company number **12258925**) whose registered office is at Lilywhite House, 782 High Road, London, England, N17 0BX ("the Owner")

and the Owner and the Council shall be known together as "**the Parties**" and the term "**Party**" shall be construed accordingly

INTRODUCTION

- i. This Agreement is entered into by the Parties in relation to the Property
- ii. The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Property is situated and is the local authority for the purposes of the 1974 Act and the 2011 Act and the highway authority for the purpose of the 1980 Act
- iii. The Owner is the owner with freehold title absolute of those parts of the Property registered at the Land Registry under title numbers EGL169431, MX112855 and EGL367877
- iv. On 22 August 2023 the Owner submitted the Planning Application to the Council
- v. The Owner has applied to the Council to develop the Property in accordance with the Planning Application and as part of the Development the Owner has agreed to comply with the obligations, covenants and restrictions contained in 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
- vi. 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 completion of the Agreement to grant the Planning Permission

- vii. The Council considers that it is in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with the terms of this Agreement
- viii. The covenants in this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act

NOW THIS AGREEMENT WITNESSETH as follows:

OPERATIVE PARTS

1. DEFINITIONS AND INTERPRETATION

- 1.1. The following words and phrases shall unless the context otherwise requires bear the following meanings in this Agreement:

Expression	Meaning
"827 High Road Preliminary Works"	the following works comprised within the Development which are to be carried out at 827 High Road as shown on the 827 High Road Preliminary Works Plans: a) the reinstatement of the rear wall of 827 High Road in new brickwork with new foundations if site investigations determine they are necessary b) formation of a partition to south to cupboard and accessible WC; c) level/repair the floor; d) repair, line out and/or any plaster walls; e) structural alterations to north wall to suit new window openings with new foundation(s) if site investigations determine they are necessary. f) installation of windows or temporary waterproofing to new openings created; g) repair or replacement of ceilings to including acoustic separation to apartments above;

Expression	Meaning
	h) provision of services as part of the shell and core fit out of 827 High Road; i) fitting out of an accessible WC for 827 High Road; j) replace entrance doors to suit Part M/DDA standards in the Building Regulations;
"827 High Road Preliminary Works Plans"	the plans attached hereto at Appendix 1 to Schedule One
"1972 Act"	the Local Government Act 1972 (as amended)
"1974 Act"	the Greater London Council (General Powers) Act 1974 as amended from time to time or any subsequent re-enactment of that act
"1980 Act"	the Highways Act 1980 (as amended)
"1990 Act"	the Town and Country Planning Act 1990 as amended
"2011 Act"	the Localism Act 2011 (as amended)
"Academic Year"	the period during which a Higher Education Institution holds classes and examinations from time to time such period being 38 weeks at the date of this Agreement
"Additional Affordable Student Accommodation Scheme"	a scheme approved pursuant to paragraph 2.21 of Schedule Two when the Approved Viability Review concludes that more Affordable Student Accommodation can be provided in the Development setting out details of the Additional Affordable Student Accommodation Units to be provided and which: a) confirms which Market Student Accommodation Units are to be converted into Additional Affordable Student Accommodation Units;

Expression	Meaning
	b) shall include 1:50 plans showing the location, size and internal layout of each Additional Student Accommodation Unit; c) provides an indicative timescale for construction and delivery of the Additional Affordable Student Accommodation Units; d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Student Accommodation (if applicable);
“Additional Affordable Student Accommodation Units”	the Market Student Accommodation Units to be converted to Affordable Student Accommodation pursuant to the Additional Affordable Student Accommodation Scheme subject to the Viability Review Cap
“Additional Carbon Offsetting Contribution”	the Carbon Offsetting Contribution calculated after the approval of the Sustainability Review LESS the Base Carbon Offsetting Contribution
“Adjacent Developer”	any owner and/or developer proposing to carry out any redevelopment of the Adjacent Land or any part thereof
“Adjacent Land”	all that land adjoining the Property shown coloured blue on Plan 2
“Affordable Student Accommodation Plan”	the plan identifying the location, size and internal layout of the Affordable Student Accommodation Units
“Affordable Student Accommodation Scheme”	a scheme which: (a) sets out details in relation to the size and location of the Affordable Student Accommodation Units;

Expression**Meaning**

(b) shall include the Affordable Student Accommodation Plan;

(c) shall include an indicative timetable for construction delivery and handover of the Affordable Student Accommodation Units; and

(d) confirms Students who Occupy of the Affordable Student Accommodation Units shall have the opportunity to access to the same communal and amenity space as the Students who Occupy the Market Student Accommodation Units

"Affordable Student Accommodation Units"

those Student Accommodation Units comprising Affordable Student Accommodation being no less than 35% of the total number of Student Accommodation Units within the Development

"Affordable Student Accommodation"

purpose built student accommodation bedrooms that are to be provided at a rental cost for the Academic Year at the London Student Affordable Accommodation Rent

"Agreement"

the agreement evidenced by this deed

"Apprentice"

a Resident aged 16 years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ¹, with a written contract to that effect and must be:

- employed on a contract as an Apprentice;
- paid no less than London Living Wage;
- working alongside experienced staff to gain job specific skills;

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

Expression	Meaning
	attending college or an education and training provider and the term “Apprentices” shall be construed accordingly;
“Apprenticeship”	an industry-led training programme leading to a 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 and the term “Apprenticeships” shall be construed accordingly;
“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 who should be employed according to the Employment and Skills Plan) during the Construction Phase of the Development
“Assigned Officer”	the Council’s employment and skills officer assigned by the Council to meet the requirements of the Employment and Skills Team or such other officer notified from time to time
“Automatic Meter Reading Device(s)”	means the technology that secures that data on the consumption, diagnostic, and status from water meter or energy metering devices is collected automatically
“Average Affordable Student Accommodation Value”	means the average value of Affordable Student Accommodation floorspace per square metre on the Property at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner

² More information about the government apprenticeship standards and fees can be found at <https://www.instituteforapprenticeships.org/>

Expression	Meaning
"Average Market Student Accommodation Value"	means the average value of Market Student Accommodation floorspace per square metre on the Property at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner
"Base Carbon Offsetting Contribution"	50% of the Carbon Offsetting Contribution calculated from the approved Energy Plan
"Best Endeavours"	to take and carry out all of the reasonable courses of action available to the Owner to comply with the applicable obligation and for the avoidance of doubt such steps shall include (but not be limited to) • incurring reasonably financial expenses (but for the avoidance of doubt not including any unreasonable financial requests from the adjoining owners); • if a cause of legal action exists against any party preventing the carrying out of any works, initiating legal proceedings where necessary, appropriate and proportionate; • investigating and establishing ownership of the area subject to Percival Court Resurfacing and Improvement Works; • maintaining ongoing communication with those parties for a period of at least 6 months to obtain permission to carry out the Percival Court Resurfacing and Improvement Works
"Blue Badge Holder"	the holder of a disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation

Expression	Meaning
"Borough"	the administrative area of the London Borough of Haringey
"Build Costs"	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) preliminaries b) demolition/site clearance/site preparation c) base build costs d) on-site infrastructure and utilities e) offsite infrastructure f) contractor's overheads and profit g) contingencies; and h) any increase in S106 Obligations and Community Infrastructure Levy but which excludes: (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 a fraudulent transaction
"Car Club Operator"	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
"Car Club"	a club operated by a Car Club Operator to which residents of the Development and the general public may join which makes cars available in the vicinity of the Development for hire to members either on a commercial or on a part-subsidised basis

Expression	Meaning
“Carbon Offsetting Contribution”	the sum calculated at the Carbon Offsetting Rate and on the assumption that the Development will connect to the DEN 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”	TWO THOUSAND AND HUNDRED AND FIFTY POUNDS ONLY (£2,850 -00) per tonne of carbon dioxide plus a 10% (ten percent) management fee subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Base Carbon Offsetting Contribution or Additional Carbon Offsetting Contribution as appropriate or part thereof is paid
“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
“Commencement Date”	the date on which any material operation (as defined in Section 56 of the 1990 Act) forming part of the Development begins to be carried out (whether or not such operation is a lawful commencement of the Development) other than (for the purpose of this Agreement and for no other purpose) operations consisting of or comprising: • site clearance, • demolition work, • archaeological investigations, • investigations for the purpose of assessing ground conditions,

Expression	Meaning
	• remedial work in respect of ground conditions, • diversion and laying of services • erection of any temporary means of enclosure, • the temporary display of site notices or advertisements; • any element of the 827 High Road Preliminary Works and "Commence" and "Commencement" shall be construed accordingly
"Commercial Development"	that part of the Development comprising commercial floorspace as shown shaded purple on Plan 4 included in Schedule One to this Agreement;
"Commercial Travel Plan Co-Ordinator"	a person appointed to liaise with the Council in the submission and agreement of the Commercial Travel Plan and on compliance therewith and to be responsible for promoting the Commercial Travel Plan to occupiers of the Commercial Development
"Commercial Travel Plan"	a plan: a) setting out ways to encourage sustainable transport to and from the Commercial Development; b) containing amongst other things the provision of welcome induction packs to users of the Commercial Development containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan policy and guidance
"CoMoUK"	the national charity promoting responsible car use and known as "CoMoUK"

Expression	Meaning
"Considerate Constructors Code of Practice"	the code made pursuant to the Considerate Constructors Scheme and annexed hereto at Schedule Four
"Considerate Constructors Scheme"	the national initiative set up by the construction industry to improve its image which involves the registration and monitoring of construction sites ³
"Construction Partnership"	strategic and operational forum(s) to shape future construction programmes, share ideas, peer to peer learning and coordinate employment and skills activities as may be notified by the Council to the other Parties from time to time
"Construction Phase"	the period from the Implementation Date until the Council confirms that the Development has been completed in accordance with the Planning Permission and the terms of this Agreement to their satisfaction
"Construction Skills Certification Scheme"	the skills certification scheme within the UK construction industry (as outlined on their website https://www.wscs.cuk.com)
"DEN"	an area wide district energy network capable of serving the Development and the surrounding area or such other district energy network as may be agreed between the Parties
"DEN Connection Study"	a study to assess the technical feasibility and financial viability of connecting the Development to the DEN which shall consider whether: a) the cost of heat to Occupiers would be reasonable; b) the connection costs would be reasonable;

³ more information can be found at www.ccscheme.org.uk

Expression**Meaning**

- c) the DEN would be capable of supplying sufficient heat to the Development to meet the designed heat loads of the Development in full;
- d) key aspects of the terms of the connection including the operational key performance indicators, termination provisions, limitations on liability and guarantee of supply are reasonable; and
- e) the programme for delivery of the DEN connection accords with the programme for the anticipated construction of Development as a whole and each individual
- f) an explanation as to why further negotiations with the DEN Provider are unlikely to resolve any issues.

“DEN Heating Plan”

a detailed plan showing how the Development shall connect to the DEN, including

- a) any temporary arrangements for heat supply in advance of a connection to the DEN;
- b) confirmation that there is appropriate space within the Development to fit all expected plant requirements for the Development having regard to the DEN Specification to enable the connection between the DEN and the heating network for the entire Development, ensuring heat supply to all units is not interrupted;
- c) confirmation that there is a clear and a safeguarded route designed through the Property to enable connection and installation of DEN Infrastructure from the Development to the boundary of the Property with the public highway

Expression

Meaning

- including identification and removal of any sub-ground obstacles;
- d) the location of the On-Site Energy Centre and details of the route for the DEN Infrastructure from the On-Site Energy Centre to a point of connection at the boundary of the Property including evidence that the point of connection is accessible by the DEN,
- e) where necessary routes for the DEN Infrastructure through the Development to allow the DEN to connect to the Development and to facilitate the connection of other developments to the DEN (including consideration of any alternative connection points to such developments not through the Development);
- f) detailed proposals for installation for the route of any DEN Infrastructure through the Property that shall be coordinated with existing services, and plans and sections showing the route for three 100mm diameter communications ducts;
- g) the amount and calculation of the Carbon Offsetting Contribution associated with this option;
- h) further detail of how the performance of the On-Site DEN will be safeguarded through later stages of design (e.g. value engineering proposals by installers), construction and commissioning including provision of key information on system performance required by CoP1 (e.g. joint weld and HIU commissioning certificates, CoP1 checklists
- i) peak heat load calculations for the On-Site DEN in accordance with CIBSE CP1 Heat Networks:

Expression

Meaning

- Code of Practice for the UK (2020) taking account of diversification;
- j) detail of the On-Site DEN in terms of pipe design, pipe sizes and lengths (taking account of flow and return temperatures and diversification), insulation and calculated heat loss from the pipes in Watts, demonstrating heat losses have been minimised together with analysis of stress/expansion;
 - k) a before and after floor plan showing how the On Site Energy Centre can accommodate a heat substation for future connection between the On-Site DEN and the DEN, the heat substation to be sized to meet the peak heat load of the Development, such floor plans to show details of the phasing including any plant that needs to be removed or relocated and access routes for installation of the heat substation;
 - l) details of the location for the building entry of the DEN including dimensions, isolation points, coordination with existing services and detail of flushing/seals;
 - m) details of the location for the set down of a temporary plant to provide heat to the On-Site DEN in case of an interruption to the supply from the DEN including confirmation that the structural load bearing of the temporary boiler location is adequate for the temporary plant and identify the area/route available for a flue;
 - n) details of a future temporary pipework route from the temporary boiler location to the On Site Energy Centre.

Expression	Meaning
“DEN Infrastructure”	all pipework and conduits and other ancillary plant and equipment necessary to facilitate the connection of the DEN to the Development
“DEN Provider”	if the DEN identified in the Energy Plan is the Energetik DEN, Lea Valley Heat Networks Operating Company Limited trading as Energetik (registered company number 09763702) whose registered office is at Civic Centre, Silver Street, Enfield EN1 3XA which is the operator of the Energetik DEN or if an alternative DEN is so identified such other provider of energy operating that alternatively identified DEN
“DEN Specification”	the specification to be agreed between the Owner and the Council/DEN Provider acting reasonably that sets out how the Development will connect to whichever DEN is identified in the Energy Plan as that which is to supply heating to the Development
“Development Break”	a continuous period of 24 months or more after the Commencement Date in which no construction works take place to progress the Development and such period shall be extended by the length of any period during which: • there exists an event of Force Majeure; • there is a delay in the discharge of any planning conditions which has not been directly caused as a result of any action (or failure to act) on the part of the Owner; • there is a Planning Challenge

Expression	Meaning
“Development Viability Information”	the information required by Formula 1A and Formula 2 being: • Estimated GDV; • Estimated Build Costs; • Average Market Student Accommodation Value; and • Average Affordable Student Accommodation Value; and including in each case supporting evidence to the Council’s reasonable satisfaction
“Development”	the development of the Property in accordance with the Planning Permission
“Due Date”	the date upon which any payment due under any of the provisions of this Agreement is to be made
“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 the Owner to carry out the Development) identified to the Council pursuant to paragraph 1.3 of Error! Reference source not found. who will be responsible for the implementation, co-ordination and the delivery of the measures set out in the Employment and Skills Plan during the Construction Phase;
“Employment and Skills Plan”	the plan to be submitted to the Council containing the information outlined under paragraph 1.1 in Schedule Three to this Agreement
“Employment and Skills Support Providers”	a partnership of local organisations operating within the Borough to help coordinate, promote, and support Residents and other persons into training or

Expression	Meaning
	employment opportunities as may be notified by the Council from time to time;
“Employment and Skills Team”	means 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
“Employment and Skills Support Providers”	a partnership of local organisations operating within the Borough to help coordinate, promote, and support Residents and other persons into training or employment opportunities as may be notified by the Council from time to time
“Energetik DEN”	the DEN called the Meridian Water Heat District Heat Network operated by Energetik as identified above in the definition of ‘DEN Provider’
“Energy Performance Guidance”	means the London Plan and the most recent GLA guidance on preparing energy assessments
“Energy Plan”	the plan to be submitted to the Council in accordance with this Agreement containing information in relation to the Development’s energy requirements and performance and how these are anticipated to be met and shall comprise the following: a) details of the site wide heat network across the site; b) details of the DEN Heating Plan; c) unless it has already been agreed that the development will connect to the DEN, details of a Low Carbon Heating Plan; d) details of how the delivery of both the DEN Heating Plan and the Low Carbon Heating Plan are safeguarded until such point as a decision is

Expression**Meaning**

made on connection to the DEN following which only the chosen Heating Plan will be progressed;

e) performance of the Development's energy proposals and how these will be met including how the Development will comply with London Plan energy reduction targets, with design stage carbon reduction calculations under Building Regulations Part L 2013 with SAP10 carbon factors and design stage calculations under Building Regulations Part L 2021;

"Estimated Build Costs"

the sum of:

- a) the estimated Build Costs remaining to be incurred at the Review Date (for the avoidance of doubt such costs to include 5% contingency); and
- b) the actual Build Costs incurred at the Review Date (for the avoidance of doubt not including any contingency costs)

"Estimated GDV"

the value of all gross receipts from any sale of the Development prior to the date of the submission of the Development Viability Information pursuant to paragraph 2.15 of Schedule Two OR the price at which a sale of the Development would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 2.15 of Schedule Two based on detailed comparable market evidence 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

Expression	Meaning
	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"
"External Consultant"	the external consultant(s) appointed by the Council to assess the Development Viability Information submitted under the terms of this Agreement
"Flexi-job Apprenticeship Agency"	organisations that recruit and employ apprentices and arrange placements with a variety of host businesses for the duration of an apprenticeship and Flexi-job Apprenticeship Agencies shall be construed accordingly.
"Force Majeure"	circumstances directly affecting the Owner's ability to bring forward the Development beyond the reasonable control and without the fault of negligence of the Owner and which by the exercise of reasonable diligence the Owner was unable to prevent, including, without limitation, acts of God, acts of governmental or supra-national authority outbreak of hostilities, national emergency, an act of terrorism, riots, civil commotion, fire, explosion, flood, Government imposed lockdowns due to an epidemic (including the COVID-19 epidemic), strikes and other industrial disputes or malicious damage
"Formula 1A"	the formula identified as Formula 1A set out in the Annex to Schedule Two to this Agreement

Expression	Meaning
"Formula 2"	the formula identified as Formula 2 set out in the Annex to Schedule Two to this Agreement
"Formulas"	Formula 1A and Formula 2 set out in the Annex to Schedule Two to this Agreement
"Future Connectivity and Access Plan"	a plan prepared submitted and approved pursuant to 2.1 of Schedule Three setting out how the Development shall be constructed to allow for potential future pedestrian, cycling and vehicular access across the Development to and from any development on Adjacent Land and how they will work with the Council and any Adjacent Developer to try to secure (where appropriate) the following: (a) pedestrian, cycling and vehicular access across the Development to and from any development of the Adjacent Land; (b) pedestrian cycling and vehicular access for occupiers of the Development to and through any development of the Adjacent Land; (c) temporary uses, landscaping and access arrangements during the construction of any development of the Adjacent Land; (d) appropriate boundary treatments and materials to facilitate mutual access arrangements; together with how the plan shall be reviewed in the future as other developments come forward on the Adjacent Land to ensure that connectivity is provided at the earliest possible date taking into account relevant construction programmes
"GLA"	the Greater London Authority established by the Greater London Authority Act 1999 or any successor organisation in statutory function

Expression	Meaning
"Haringey Works Team"	the Council's team responsible for supporting Residents and other persons into training or employment opportunities and any successor team(s) that may exist from time to time
"Heating Plan"	either the DEN Heating Plan or the Low Carbon Heating Plan
"Higher Education Institution"	an institution registered with the Office for Students (or its successor in function) and which delivers higher education to students in England or such other education institution as shall be agreed between the Council and the Owner from time to time
"Highways Agreement"	an agreement between the Parties pursuant to Section 38 and 278 of the 1980 Act or any other enabling power to provide for the delivery of the Highways Works at the cost of the Owner
"Highways Works"	works and improvements deemed reasonably necessary by the Council on those parts of the public highway in the immediate vicinity of the Property comprising: a) works to widen Brunswick Square; b) works to link the Development with the High Road public highway c) works to resurface Brunswick Square for the length of the Property up to the High Road
"Implementation Date"	the date of implementation of the Planning Permission by the carrying out of a material operation (which for the avoidance of doubt shall include demolition) as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly.

Expression	Meaning
"Index"	All Items Index of Retail Prices issues 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 accordingly
"London Living Wage"	the hourly rate which the Living Wage Foundation (or any alternative independent successor body agreed in writing between the Parties) determines is the minimum rate required to cover the basic costs of living in the Borough ⁴
"London Plan"	The London Plan published in March 2021 as revised from time to time;
"London Student Affordable Accommodation Rent"	rent (inclusive of service charge, utilities and estate charges) payable by a Student occupying an Affordable Student Accommodation Unit for the Academic Year which does not exceed the higher of: a) an amount which shall not exceed 55 per cent of the maximum income that a new full-time student studying in London and living away from home could receive from the Government's maintenance loan of living costs for that academic year; or b) the actual amount for affordable student rent that the Mayor of London sets out in the London Plan Annual Monitoring Report which sum may be increased annually by the increase in the Consumer Price Index ONLY in the event that the Government should make significant changes to the operation of the maintenance loan for living costs

⁴ more information can be found at <https://www.livingwage.org.uk/>;

Expression**Meaning**

as the main source of income available from the Government for higher education students AND the London Student Affordable Accommodation Rent is not reviewed and updated by the Mayor of London consequent on any revised guidance in the London Plan Annual Monitoring Report.

"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 Development in the event 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;
- c) the amount and calculation of the Carbon Offsetting Contribution associated with this option

"Market Student Accommodation Units"

Student Accommodation Units within the Development which are not Affordable Student Accommodation Units

"Metering Strategy"

a quality assured metering plan including:

- a) relevant smart metering schematics for the individual Student Accommodation Units, the Commercial Development, landlord areas and plant/energy centre area(s);
- b) information on third-party quality assurance mechanisms for the metering installation that follow industry best practice at the time of submission; and

Expression**Meaning**

c) correct calibration and operation that will measure and report the required data for each reportable unit in line with the Be Seen guidance, including metering information for the building energy consumption, energy centre performance, utility meters, renewable energy generation, battery storage and electric vehicle technologies, and exported energy.

“Monitoring Costs”

the sum of FIFTEEN THOUSAND ONE HUNDRED AND SIX POUNDS ONLY (£15,106-00) to be paid by the Owner to the Council towards the Council's costs incurred in the administration, monitoring and reporting in relation to the obligations contained in this Agreement such costs to be calculated in accordance with paragraph 5.42 of the Planning Obligations Supplementary Planning Document March 2018

“Nominations Agreement”

an agreement (including in the form of lease or leases or contracts or a freehold transfer of the site of the Student Accommodation to a Higher Education Institution) that a majority of the Student Accommodation Units (including all the Affordable Student Accommodation Units) will be operated and managed by one or more Higher Education Institution or by a Student Housing Accommodation Provider for on behalf of the Higher Education Institution during the Academic Year for use by Students

“Occupation Date”

the first date when any part of the Development (or any part as may be specified) is occupied for the purposes of the Planning Permission (which for the avoidance of doubt shall not include occupation for the purposes of fitting out the Development) and the

Expression	Meaning
	terms "Occupy" "Occupied" and "Occupation" shall be construed accordingly
"Occupier(s)"	any person or persons 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 fitting out or marketing the Development
"On Site DEN"	all pipes, conduits, pumps, valves, thermostats and other equipment incorporated or to be incorporated or installed within the Development in order to deliver heat from the DEN to Occupiers of the Development
"On-Site Energy Centre"	that part of the building or buildings within the Development that is to accommodate the connection(s) between the DEN and the On Site DEN and will also accommodate the necessary plant and equipment to allow heat supplied by the DEN to be distributed to the Development and its Occupiers
"Payment Form"	the form to be used by the Owner when making financial payments to the Council in accordance with this Agreement as set out in the Schedule Five of this Agreement
"Percival Court"	the area adjacent to the Property known as Percival Court and shown and edged green on the Percival Court Plan
"Percival Court Plan"	the plan marked Plan 3 included at Schedule One to this Agreement identifying the land known as Percival Court edged in green and shaded yellow to be the subject of the Percival Court Resurfacing and Improvement Works

Expression**Meaning**

**“Percival Court
Resurfacing and
Improvements Plan”**

the plan describing and showing detailed of the Percival Court Resurfacing and Improvement Works which shall include (but be limited to) details of surfacing materials, surface water drainage, lighting, illuminations levels and timeframes for implementation to be submitted and approved pursuant to paragraphs 14.1 and 14.2 of Schedule Two

**“Percival Court
Resurfacing and
Improvement Works”**

the resurfacing and improvement works to Percival Court within the Property and also for the length of the Development to the High Road in accordance with the approved Percival Court Resurfacing and Improvements Plan which shall include (but be limited to) resurfacing, provision of a means of surface water drainage and lighting installations

“Plan 1”

the plan attached at Schedule One of this Agreement marked “Plan 1”

“Plan 2”

the plan attached at Schedule One of this Agreement marked “Plan 2”

“Plan 3”

the plan attached at Schedule One of this Agreement marked “Plan 3”

“Plan 4”

the plan attached at Schedule One of this Agreement marked “Plan 4”

“Planning Application”

full planning application for the demolition of existing buildings and structures to the rear of 819-829 High Road; the demolition of 829 High Road; and redevelopment for purpose-built student accommodation (Sui Generis) and supporting flexible commercial, business and service uses (Class E), hard and soft landscaping, parking, and associated

Expression**Meaning**

works to include the change of use of 819-827 High Road to student accommodation (Sui Generis) and commercial, business and service (Class E) uses attributed reference number HGY/2023/2306 by the Council

“Planning Challenge”

an application for judicial review or a statutory challenge (including an application for permission to apply for judicial review or leave to apply for a statutory challenge) in respect of the grant of the Planning Permission including any appeals to a higher court against a judgment of a lower court

“Planning Obligations Monitoring Officer”

an officer of the Council from time to time allocated to deal with and monitor all obligations pursuant to this Agreement and whose address is set out in Clause 11

“Planning Permission”

the planning permission to be issued pursuant to the Planning Application for the Development

“Practical Completion”

the date on which the Development (or relevant part of it) is properly certified as practically complete by the relevant professional under the contract for the construction of the Development so that it is ready for Occupation subject only to minor snagging works which will not affect beneficial use and enjoyment of the Development (or relevant part of it) and the term Practically Complete shall be construed accordingly

“Property”

ALL THAT land known as the Printworks Nos 819-829 High Road N17 8ER shown for illustration purposes only edged red on Plan 1 attached at Schedule One

Expression	Meaning
“Review Date”	the date of the submission of the Development Viability Information pursuant to paragraph 2.15 of Schedule Two
“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
“Section 73 Permission”	any permission granted pursuant to Section 73 and/or Section 73A of the 1990 Act for the removal or variation of any of the conditions imposed on the Planning Permission or for permission not substantially different from the Planning Permission
“Skills-Based Training”	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 that develop long-term relationships with local organisations working closely with them to deliver practical career education activities relevant to the construction industry including in Science Technology Engineering and Mathematics (STEM) and details of how the activities will be delivered the format of such sessions to be agreed with the Employment and Skills Team as part of the Employment and Skills Plan;

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

Expression	Meaning
"Skills Contribution"	a financial contribution payable by the Owner to the Council towards the support of local people who have been out of work and/or do not have the 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
"Solar PV Monitoring"	the monitoring of the installed solar photovoltaic (PV) panels at the Development in daily meter readings;
"Student"	any student enrolled full time on: (a) a further and/or higher education course at a further and/or Higher Education Institution registered with the Office for Students (or its successor body); and/or (b) a further and/or Higher Education Institution accredited by the Quality Assurance Agency for Higher Education (or its successor body); and/or (c) any other recognised education course or placement
"Student Accommodation"	the units of purpose built student accommodation authorised by the Planning Permission for Students provided through a mix of bedroom types with ancillary plant and accommodation including laundry rooms, common rooms and cycle storage
"Student Accommodation Unit"	any one bedroom unit forming part of the Student Accommodation being either a Market Student Accommodation Unit or an Affordable Student Accommodation Unit

Expression	Meaning
“Student Housing Accommodation Provider”	a recognised and registered provider of student housing accommodation in England which could manage and operate the Student Accommodation
“Substantial Implementation”	the demolition of all existing buildings at the Property proposed to demolished as part of the Development and associated site clearance and remediation together completion of the ground floor slab of the first block within the Development
“Substantial Implementation Target Date”	the date 24 months from but excluding the date of grant of the Planning Permission save that if the Owner demonstrates (with satisfactory supporting evidence) to the reasonable satisfaction of the Council that Substantial Implementation did not occur on or before this date due to delay caused by the effects of: a) an event of Force Majeure; and/or b) a delay in the discharge of any planning conditions which has not been directly caused as a result of any action (or failure to act) on the part of the Owner; and/or c) Planning Challenge then the Substantial Implementation Target Date shall be extended to include the time which has elapsed as a result of such delay
“Sustainability Review”	an assessment to be provided by the Owner to be approved in writing by the Council in accordance with the Planning Permission which shall include an as built detailed energy assessment of the Development prepared in accordance with London Plan and Council policies which:

Expression

Meaning

- a) explains and provides evidence to demonstrate whether or not the Development has been constructed and completed in accordance with the Approved Energy Plan in particular whether the 100% CO2 emission reduction target have been met;
- 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 Additional Carbon Offsetting Contribution (if any) to be paid by the Owner to the Council where the Development has not been constructed and completed in accordance with the Approved Energy Plan;
- d) demonstrates that the solar PV arrays have been installed correctly, and are operational
- e) provides evidence to support (a) to (d) above including but not limited to photographic evidence, installer confirmation, air tightness test certificates and as-built energy performance certificates based on Building Regulations Part L 2021, an energy generation statement for the period that the solar PV arrange has been installed and Microgeneration Certification Scheme certificates; and
- f) such other information reasonably requested by the Council

Expression	Meaning
	and for the avoidance of doubt it is acknowledged that the Sustainability Review may be undertaken separately in respect of any individual block or building comprised in the Development
“Telecommunications Plan”	a plan to be provided by the Owner showing that the development has been designed to be capable of facilitating connection to ultrafast broadband (above 100MB/s) and identifying the location of the necessary infrastructure to enable such connection
“Traffic Management Order”	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.
“Traffic Management Order Contribution”	means the sum of £4,000 (FOUR THOUSAND POUNDS) payable by the Owner to the Council to be pooled towards the costs (including advertising costs) associated with amending the Traffic Management Order to ensure that the Development is removed from the list of premises where residents of which may apply for a Resident’s Parking Permit;
“Travel Plan Contribution”	the sum of £10,000 towards the monitoring of the Travel Plans
“Viability Review Cap”	40% of the Student Accommodation Units as Affordable Student Accommodation Units
“Work Experience”	means positions for Residents in education and training, to undertake work experience for a minimum of 5 days and no less than a total of 25 hours;
“Work Placements”	positions for unemployed and economically inactive Residents, not in education or training to undertake

Expression	Meaning
	work for a minimum of five (5) days (36 hours) to include pre-employment placements;
"Working Days"	any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday

2. CONSTRUCTION OF THIS AGREEMENT

- 2.1. Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.6. References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions
- 2.7. The headings are for reference only and shall not affect construction
- 2.8. Any obligation, covenant, undertaking or agreement by the 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

3. LEGAL EFFECT AND COMMENCEMENT

3.1. This Agreement is made pursuant to:

3.1.1. Section 106 of the 1990 Act;

3.1.2. Section 111 of the 1972 Act;

3.1.3. Section 16 of the 1974 Act;

3.1.4. Section 1 of the 2011 Act

and any other statutory provisions

3.2. It is hereby agreed the obligations, restrictions and requirements contained in this Agreement are planning obligations pursuant to Section 106 of the 1990 Act (save for clause 4.1 payment of the Council's costs) and 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

3.3. Subject to clause 9 both positive and negative 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 their 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. It is hereby agreed between the Parties that (save in respect of this clause 3 and Clause 4.1(Costs) and Clause 7.1(Registration as a Local Land Charge) (which shall take effect on the date of this Agreement) the provisions of this Agreement will not take effect unless and until the Council has granted the Planning Permission

4. COSTS

The Owner shall pay on completion of this Agreement the Council's reasonable legal costs and disbursements incurred with the completion of this Agreement

5. THE OWNER'S COVENANTS

- 5.1. The Owner covenant with the Council as set out in Schedule Two and Schedule Three to this Agreement
- 5.2. The Owner covenants not to carry out or procure the Development without performing and observing the obligations stipulations and other matters set out in this Agreement unless otherwise agreed in writing by the Parties
- 5.3. Subject to compliance with all health and safety requirements the Owner covenants 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
- 5.4. The Owner covenants 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

6. COUNCIL'S COVENANTS

- 6.1. The Council covenants with the Owner as set out in Schedule Six
- 6.2. The Council covenants to issue the Planning Permission as soon as reasonably practicable following completion of this Agreement

7. LOCAL LAND CHARGE

- 7.1. This Agreement shall be registered as a Local Land Charge
- 7.2. Following the performance and satisfaction of all 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

8. APPROVALS

- 8.1. Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Agreement, such agreement, approval or consent or expression of satisfaction shall subject to any statutory requirements not be unreasonably withheld or delayed

8.2. Any approval given by the Parties pursuant to this Agreement may be further varied from time to time pursuant to this Agreement with the written agreement of the relevant parties or their successors in title

8.3. In this Agreement where consent or approval is required it shall not be deemed to be granted until requested in writing and approved or consented to in writing

9. LIABILITY

9.1. No person shall be liable for any breach of any of the obligations or other provisions of this Agreement after it shall have parted with its entire interest in the part of the Property in respect of which the breach relates but without prejudice to liability for any subsisting breach arising prior to it parting with such interest (or part thereof)

9.2. The covenants restrictions and obligations herein shall not be binding or enforceable against:

9.2.1. any statutory undertaker carrying out its statutory functions;

9.2.2. any individual owner, lessee or occupier of the Student Accommodation save for the obligations within paragraph 6 of Schedule Three;

9.2.3. Any individual occupier of a commercial unit to the extent that they relate to the relevant commercial units save for the obligations at paragraphs 1.14 and 4.4 of Schedule Three;

9.2.4. Any party only acquiring an interest in the Property or any part thereof by way of registered legal charge or mortgage, unless that party takes possession of the Property or any part thereof in which case it will be bound by the obligations in this Agreement to the extent of its interest in the Property or any part thereof but not further or otherwise;

10. CHANGE IN OWNERSHIP

The Owner agrees to give the Council immediate written notice of any change in ownership of any of their respective interests in the Property occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not)

together with the area of the Property or unit of occupation purchased by reference to a plan

11. NOTICES

Any notice to any of the Parties shall be deemed to be sufficiently served on the relevant party if in writing and delivered personally or sent recorded delivery service or first-class post marked for the attention of the following officials/person at the respective address:

11.1. The Owner at Lilywhite House 782 High Road, London N17 0BX; and

11.2. The Council at London Borough of Haringey, Planning Obligations Monitoring Officer River Park House 225 High Road Wood Green London N22 8HQ quoting the planning reference number on the front page hereof

12. NOTIFICATION/OTHER MATTERS

12.1. 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 Agreement and in the case of any notice of approval or agreement from the Council this shall be signed by a representative of the Council's Development Management Unit

12.2. The Owner agrees with the Council to give 28 days prior written notice of the following intended dates and occurrences

12.2.1. The Implementation of the Development;

12.2.2. The Commencement of the Development;

12.2.3. The Occupation of the Student Accommodation Units;

12.2.4. The Occupation of 50% of the Student Accommodation Units; and

12.2.5. The Occupation of the Commercial Development

12.3. If the Owner fails to give written notice of the Commencement Date to the Council in accordance with the above the Due Date for all sums payable to the Council under this Agreement shall be the date the Planning Permission is issued

12.4. 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

12.5. The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by the Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of any breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability

13. VAT

All sums payable and consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable but in the event that value added tax is due or becomes due on any sum payment or consideration in this Agreement this shall be paid by the Developer or Owner in full and in addition to the sum payment or consideration due under this Agreement

14. PAYMENT OF CONTRIBUTIONS

14.1. 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 to record such payment as applicable) and the Owner shall send the completed Payment Form the Planning Obligations Monitoring Officer

14.2. Any financial contributions referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied together with if such payment or application is made more than six months after the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the Index figure last published at the date hereof is the denominator ("X") and the last Index figure published before the

date such payment or application is made ("Y") less the last published Index figure at the date hereof ("X") is the numerator so that:

$$A = B \times \frac{(Y - X)}{X}$$

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

15. THIRD PARTY RIGHTS

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 other than by a Party who is a successor in title or a successor in statutory function to a Party

16. JURISDICTION

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

17. DELIVERY

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been executed and dated

18. MISCELLANEOUS

- 18.1. Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement

- 18.2. This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to their implementation

- 18.3. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission granted (whether or not on appeal) after the date of this Agreement

18.4. 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 purpose of the 1990 Act or as 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

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

19. 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

20. CONFIRMATION OF INTEREST

20.1. The Owner hereby warrants and confirms that apart from the Parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Property

20.2. In the event of non-compliance with any part of this Clause 20 the Owner shall upon notice from the Council shall take any steps reasonably required by the Council to remedy such non-compliance as soon as reasonably practicable

21. SECTION 73 APPLICATION

21.1. Unless otherwise agreed between the Parties, if a Section 73 Permission is granted by the Council in relation to the Development, then with effect from the date that each such Section 73 Permission is granted:

21.1.1. the 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 Section 73 Permissions and the Property itself without any further act by the Parties;

21.1.2. the definitions of Development, Planning Application and Planning Permission in this Agreement shall be constricted to include references to any applications under Section 73 and/or Section 73A of the Act, the Section 73 Permission granted pursuant to any such application and the development permitted by such Section 73 permission

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 or Section 73A of the 1990 Act and in particular shall not prevent the Council from requiring a variation to or modification of this Agreement or an additional alternative or replacement agreement as a pre-condition of the grant of any Section 73 Permission

22. DISPUTE RESOLUTION

22.1. Save for matters of construction (which shall be matters for the Courts) any dispute or disagreement arising under this Agreement including questions of value or any question of reasonableness may be referred at the instance of any Party for determination by a single expert whose decision shall be final and binding on the Parties concerned ("the Expert") PROVIDED THAT nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions

22.2. The following provisions and terms of appointment shall apply to such disputes or disagreements and questions:

22.2.1. The Expert shall have at least 10 years post qualification experience in the subject matter of the dispute;

22.2.2. The Expert shall have expertise relating to the issue in dispute and agreed between the parties to the dispute or appointed by the President of the Royal Institution of Chartered Surveyors at the request of any Party to the dispute;

22.2.3. The Party calling for the determination shall make written submission to the Expert and the other Parties to the dispute within 10 working days of the Expert's appointment;

- 22.2.4. The other Parties shall have 21 working days from receipt or such extended period as the Expert shall allow to respond;
- 22.2.5. The Expert shall be given an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties to the dispute or in the event of disagreement by the Parties to the dispute individually;
- 22.2.6. The Expert's decision shall be in writing and give reasons for his decision; and
- 22.2.7. The Expert may require his fees to be met by any Party to the dispute and in the event of such a requirement the Expert's fees shall be met by the Party required to meet them
- 22.3. For the avoidance of doubt in this Clause 22 "the Parties" included any person on whom this Agreement is binding and "Party" shall be construed accordingly

SCHEDULE ONE.

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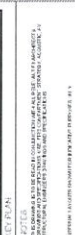
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LONDON, N17 8ER

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Patricia Rice
Principal Lawyer, Property, Planning & Regeneration



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Received 10 June 1998; accepted 10 September 1998

Journal of Management Education 30(6) 789-804
© The Author(s) 2006

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Health and Safety

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INFORMATION

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Robert C. Lyle
Principal Lawyer, Property, Planning & Regeneration



Patricia Rice

Principal Lawyer, Property, Planning & Regeneration

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KEY PLAN

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2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818 2819 2820 2821 2822 2823 2824 2825 2826 2

Health and Safety

THE PRINTWORKS
19-829, HIGH ROAD, TOTTENHAM,
LONDON N17 8EP

PROPOSED GA L00 USE FLOOR PLANS

Run by	Scale	Index	Percent No
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H	1 : 200	A1	220428

1 - Suitable for coordination

PRINT-F3A-ZZ-00-GA-A-82136

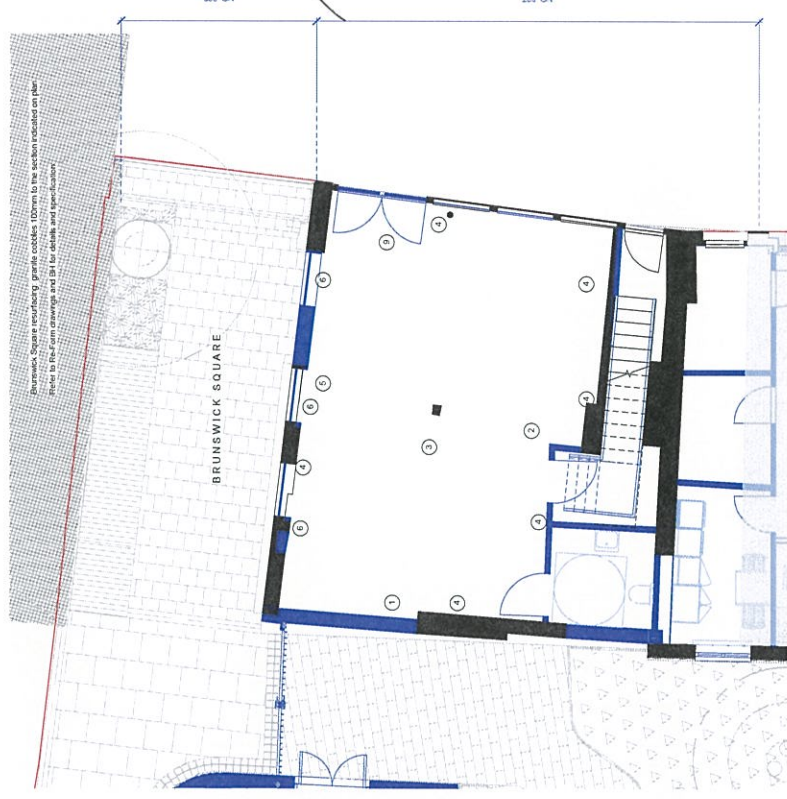
THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES THAN THE ONE FOR WHICH IT WAS PREPARED. IT IS THE RESPONSIBILITY OF THE CLIENT TO ENSURE THAT THE DRAWING IS USED FOR THE INTENDED PURPOSE AND THAT IT IS NOT USED FOR ANY OTHER PURPOSE. THE CLIENT IS ADVISED THAT THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES THAN THE ONE FOR WHICH IT WAS PREPARED. IT IS THE RESPONSIBILITY OF THE CLIENT TO ENSURE THAT THE DRAWING IS USED FOR THE INTENDED PURPOSE AND THAT IT IS NOT USED FOR ANY OTHER PURPOSE.

BRUNSWICK SQUARE



1 HR - DEMOLITION LEVEL LOD (827-828) SCALE 1:50

Scope of Works
1. Strip out, as shown in Red



2 HR - Proposed Level LOD (827-829) SCALE 1:50

Scope of Works
1. Strip out, as shown in Red
2. Form a platform to the north of the party wall to the 1950s
3. Level the floor
4. Strip out the existing floor
5. Cut and cover to north wall to use the new window openings - some structural work needed
6. Strip out the existing floor
7. Cut and cover to north wall to use the new window openings - some structural work needed
8. Services - to be agreed but assume we'll bring in a position and cap so could have a start or opening
9. Strip out the existing floor
10. Decoration

Patricia Gice

Principal Lawyer, Property, Planning & Regeneration

KEY PLAN

NOTES

1. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

2. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

3. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

4. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

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6. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

7. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

8. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

9. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

10. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD
1	11/11/2024	ISSUED FOR TENDER	1	1
2	11/11/2024	ISSUED FOR TENDER	1	1
3	11/11/2024	ISSUED FOR TENDER	1	1
4	11/11/2024	ISSUED FOR TENDER	1	1
5	11/11/2024	ISSUED FOR TENDER	1	1
6	11/11/2024	ISSUED FOR TENDER	1	1
7	11/11/2024	ISSUED FOR TENDER	1	1
8	11/11/2024	ISSUED FOR TENDER	1	1
9	11/11/2024	ISSUED FOR TENDER	1	1
10	11/11/2024	ISSUED FOR TENDER	1	1

REVISION HISTORY

1. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

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5	11/11/2024	ISSUED FOR TENDER	1	1
6	11/11/2024	ISSUED FOR TENDER	1	1
7	11/11/2024	ISSUED FOR TENDER	1	1
8	11/11/2024	ISSUED FOR TENDER	1	1
9	11/11/2024	ISSUED FOR TENDER	1	1
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10. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

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1. The drawings are prepared in accordance with the British Standard BS1191:2013 and the British Standard BS1192:2013.

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THE PRINTWORKS
819-823, HIGH ROAD, TOTTENHAM,
LONDON, N17 8ER

DEMO AND NEW BUILT - GA L00 FLOOR
PLAN (827-829)

Quantity 1:50 paper 220428
Status S2 - Suitable for information P1
Drawing to PRINT-F3A-22-00-GA-A-9503

STRIP OUT WORKS ARE NOT TO
FIRE COMPARTMENTATION OR STRUCTURES TO
WALLS/FLOORS, CEILING, ETC
APPROVAL BY STRUCTURAL ENGINEER MUST BE
OBTAINED BEFORE ANY WALLS ARE REMOVED
CONCRETE WALLS AND REINFORCED CONCRETE
WALLS ARE TO REMAIN WITH ALL FIXTURES AND
FITTINGS REMAINING THE SAME

NEW PLAN

NOTES:
1. The building is a 3 storey office building with a total area of 10,000 sqm.
2. The building is a 3 storey office building with a total area of 10,000 sqm.
3. The building is a 3 storey office building with a total area of 10,000 sqm.
4. The building is a 3 storey office building with a total area of 10,000 sqm.
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8. The building is a 3 storey office building with a total area of 10,000 sqm.
9. The building is a 3 storey office building with a total area of 10,000 sqm.
10. The building is a 3 storey office building with a total area of 10,000 sqm.

REMOVAL/NEW BUILD ELEMENT

Existing
New Build
Strip Out
Waterproof Membrane
Strip Out Internal Room Floor Finishes
New Build

REVISION HISTORY

DATE DESCRIPTION BY

15/10/2023

15/10/2023

15/10/2023

15/10/2023

15/10/2023

15/10/2023

15/10/2023

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15/10/2023

HR - Proposed Level Roof (827-829)

SCALE 1:50

HR - DEMOLITION LEVEL ROOF (827-829)

SCALE 1:50

Scope of Works

1. Remove the roof of the property at new level - level a new footing needed
2. Level the roof of the property at new level - level a new footing needed
3. Level the roof of the property at new level - level a new footing needed
4. Level the roof of the property at new level - level a new footing needed
5. Cut and cover to north wall to level the new window openings - some structural work required
6. Cut and cover to north wall to level the new window openings - some structural work required
7. Cut and cover to north wall to level the new window openings - some structural work required
8. Remove the roof of the property at new level - level a new footing needed
9. Remove the roof of the property at new level - level a new footing needed
10. Decoration

Scope of Works

1. Strip out as shown in Red

Richie O'Leary

Principal Lawyer, Property, Planning & Regeneration



Scale 1:100

Page 1

220428

P1

S2 - Suitable for information

PRINT-F3A-22-02-GA-A-9505



HR-100
(1520)
(02511)

2 PROPOSED GA ELEVATION - SECTION WEST (827-829)
925/ SCALE 1 : 50

Scope of Works:
1. Strip out, as shown in Red

Principal Lawyer, Property, Planning & Regeneration

SCHEDULE TWO.

AFFORDABLE STUDENT ACCOMMODATION AND DEVELOPMENT VIABILITY

1. AFFORDABLE STUDENT ACCOMMODATION

The Owner covenants with the Council as follows:

- 1.1 Prior to Commencement of Development to prepare and submit the Affordable Student Accommodation Scheme to the Council for approval and the Council shall either approve the Affordable Student Accommodation Scheme or confirm that the Affordable Student Accommodation Scheme is not approved (together with reasons why it is not approved)
- 1.2 To amend and re-submit the Affordable Student Accommodation Scheme until such time as it is approved in writing by the Council
- 1.3 Not to Commence or permit Commencement until the Affordable Student Accommodation Scheme has been submitted to and approved in writing by the Council and thereafter to Commence and carry out the Development in accordance with the Affordable Student Accommodation Scheme
- 1.4 Subject to paragraph 1.16 of this Schedule the Student Accommodation shall be used and occupied for no purpose other than its authorised purpose as Student Accommodation
- 1.5 Subject to paragraph 1.16 of this Schedule the Affordable Student Accommodation shall be used for no purpose other than its authorised purpose as Affordable Student Accommodation and in accordance with the approved Affordable Student Accommodation Scheme
- 1.6 To use reasonable endeavours to complete the Nomination Agreement in respect of the majority of the Student Accommodation Units prior to Occupation of the Student Accommodation Units
- 1.7 Prior to the Occupation of the Student Accommodation Units to submit the Nominations Agreement or Agreements to the Council and, subject to Clause 1.8 not to Occupy or permit to be Occupied the Student Accommodation Units until the Council has received the Nominations Agreement or Agreements.

- 1.8 In the event that despite using reasonable endeavours it has not been possible to enter into a Nominations Agreement at the point at which the Student Accommodation is complete and ready for Occupation then:
- 1.8.1. the Owner shall notify the Council of the failure to enter into a Nominations Agreement and provide the Council with an explanation as to why it has not been possible to enter into a Nominations Agreement;
- 1.8.2. continue to use reasonable endeavours to enter into a Nominations Agreement; and
- 1.9 Subject to complying with paragraph 1.8 above the Owner shall be free to let the Student Accommodation Units to Students in the following Order of priority:
- 1.9.1. Students in full-time higher education at local higher education institutions;
- 1.9.2. Students in full-time higher education at other London higher education institutions with sustainable transport connections to the Property;
- 1.9.3. any other Students in full time higher education at a London higher education institution;
- or any other Student in full time higher education who can demonstrate a need to reside in London if no Student fulfilling the criteria in paragraphs 1.9.1 to 1.9.3 above can be found to Occupy such Unit
- 1.10 That during the Academic Year not less than 35% of the Student Accommodation Units shall be provided as Affordable Student Accommodation Units
- 1.11 That none of the Market Student Accommodation Units shall be Occupied until the Affordable Student Accommodation Units are completed and made ready for Occupation
- 1.12 That the rent charges for the letting of the Affordable Student Accommodation Units shall not exceed the London Student Affordable Accommodation Rent and must include all services and utilities which are offered as part of an equivalent rent for the Market Student Accommodation Units such that there shall be no additional charges specified to the Affordable Student Accommodation Units.

- 1.13 Every three years on the anniversary of the Occupation of the Student Accommodation Units to submit to the Council details of the London Student Affordable Accommodation Rent then being charged.
- 1.14 The residents of the Affordable Student Accommodation Units shall have access to the same communal facilities as the residents of the Market Student Accommodation Units
- 1.15 The Student Accommodation Provider shall allocate the Affordable Student Accommodation Units to students it considers are most in need of Affordable Student Accommodation
- 1.16 During the Academic Year the Student Accommodation Units shall only be occupied by Students but outside of the Academic Year the Student Accommodation may be used as accommodation for Students and any other use which is ancillary to their use as Student Accommodation (examples of such ancillary uses, amongst others, include providing accommodation for conference delegates, visitors, inters on university placements and students on short-term education courses) or such other use as may first be approved in writing by the Council PROVIDED THAT such occupation shall not constitute a material change of use from the use permitted under the Planning Permission

2. VIABILITY REVIEW

- 2.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than ten (10) 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 Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 2.2 No later than five (5) 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.
- 2.3 Following the Owner's notification pursuant to paragraph 2.1 above, 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:

2.3.1. provide the Owner with reasonable written notice of its intention to carry out such an inspection;

2.3.2. comply with relevant health and safety legislation; and

2.3.3. at all times be accompanied by the Owner or its agent.

2.4 No later than 20 Working Days after the Council receives and acknowledges

2.4.1. notice pursuant to paragraph 2.1 above; or

2.4.2. if the Council makes a request under paragraph 2.2 above, the additional documentary evidence,

the Council shall inspect the Property and thereafter provide written confirmation to the Owner within 10 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.

2.5 If the Council fails to provide written notification in accordance with paragraph 2.4 whether or not it considers that Substantial Implementation has been achieved within 10 Working Days of its inspection of the Property then the Owner shall be entitled to serve a notice on the Council requiring a response within 5 Working Days and if following the expiry of that 5 Working Day period the Council has still not provided its response under this paragraph then the Council shall be deemed to have served notice pursuant to paragraph 2.4 confirming that it considers that Substantial Implementation has occurred in advance of the Substantial Implementation Target Date and all references in this Agreement to the Council determining or notifying the Owner that Substantial Implementation has occurred pursuant to paragraph 2.4 shall include deemed determination and notice pursuant to this paragraph 2.5.

2.6 If the Council notifies the Owner in accordance with paragraph 2.4 that it does not consider that Substantial Implementation has occurred the Owner may refer the matter to the expert under clause 22 of this Agreement for determination.

2.7 If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved pursuant to paragraph 2.4 or the expert determines that Substantial Implementation has not occurred pursuant to paragraph 2.6 then these paragraphs 2.1 to 2.6 inclusive shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 2.4 above that Substantial Implementation has been achieved or the expert determines that Substantial Implementation has been achieved pursuant to paragraph 2.6.

2.8 The Owner shall not Occupy the Student Accommodation or any part thereof until:

2.8.1. the Council has notified the Owner pursuant to paragraph 2.4 above or the expert has determined in accordance with paragraph 2.6 that Substantial Implementation has been achieved on or before Substantial Implementation Target Date; or

2.8.2. the Council has notified the Owner pursuant to paragraph 2.19 or the expert has determined pursuant to paragraph 2.20 below that no Additional Affordable Housing Units are required; or

2.8.3. If the Council notifies the Owner pursuant to paragraph 2.19 or the expert determines pursuant to paragraph 2.20 below that Additional Affordable Student Accommodation Units are required, an Additional Affordable Student Accommodation Scheme has been approved pursuant to paragraph 2.21 of Schedule Two

DEVELOPMENT BREAK

2.9 In the event a Development Break has occurred the Owner shall notify the Council in writing of the date on which the Development Break has ended no later than 10 Working Days after such date.

2.10 No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council full documentary evidence on an open book basis and any additional documentary evidence specifically requested by the Council to enable the Council to independently assess and determine whether a Development Break has occurred.

2.11 The Owner shall afford the Council access to the Property to inspect and assess whether works of construction are being undertaken and determine whether or not a Development Break has occurred PROVIDED ALWAYS THAT the Council shall:

2.11.1. provide the Owner with reasonable written notice of its intention to carry out such an inspection;

2.11.2. comply with relevant health and safety legislation; and

2.11.3. at all times be accompanied by the Owner or its agent.

2.12 No later than 20 Working Days after the Council receives the additional documentary evidence provided pursuant to paragraph 2.10 above the Council shall inspect the Property and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that a Development Break has occurred.

2.13 In the event of any dispute as to whether a Development Break has occurred either party may refer the matter to the expert pursuant to clause 22 of this Agreement for determination

2.14 If the Owner notifies the Council that a Development Break has occurred pursuant to paragraph 2.9 above or the Council notifies the Owner that the Council considers that a Development Break has occurred having considered the evidence provided pursuant to paragraph 2.10 above and having inspected the Property pursuant to paragraph 2.11 above or (where the matter has been referred to the expert pursuant to paragraph 2.13) the expert determines that a Development Break has occurred then the Owner shall not Occupy the Development or any part thereof until:

2.14.1. the Council has notified the Owner pursuant to paragraph 2.19 or the expert has determined pursuant to paragraph 2.20 below that no Additional Affordable Student Accommodation Units are required; or

2.14.2. If the Council notifies the Owner pursuant to paragraph 2.19 or the expert determines pursuant to paragraph 2.20 below that Additional Affordable Student Accommodation Units are required, an Additional Affordable Student Accommodation Scheme has been approved pursuant to paragraph 2.21 of Schedule Two

SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.15 Where either:

2.15.1. Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 2.4 above or pursuant to dispute resolution in accordance with paragraph 2.6 above); or

2.15.2. A Development Break has occurred (determined either by the Owner or the Council pursuant to paragraphs 2.9-2.12 (inclusive) above or pursuant to dispute resolution in accordance with paragraph 2.13 above)

2.15.3. the Owner shall submit the following information no later than 20 Working Days after either:

- (a) the date on which the Owner are notified pursuant to paragraph 2.4 or 2.6 above that the Substantial Implementation has been achieved; or
- (b) the date on which the Owner notify the Council or the Council notifies the Owner pursuant to paragraphs 2.9-2.12 (inclusive) or it is determined pursuant to dispute resolution in accordance with paragraph 2.13 above that a Development Break has occurred

on the basis that the Council may make such information publicly available:

- (a) the Development Viability Information;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1A (PROVIDED ALWAYS THAT if the result produced by Formula 1A 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 Student Accommodation Units can be provided ("The Review Calculation"); and
- (c) where the Review Calculation confirms that Additional Affordable Student Accommodation Units can be provided, an Additional Affordable Student Accommodation Scheme; and

paragraphs 2.16-2.24 (inclusive) below shall apply.

ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 2.16 The Council shall assess the information submitted pursuant to paragraph 2.15 above and assess whether it agrees with the Review Calculation and whether in its view Additional Affordable Student Accommodation Units are required to be delivered in accordance with Formula 1A 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 1A and Formula 2 subject to such evidence also being provided to the Owner.
- 2.17 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2.15 above
- 2.18 In the event that the Council and/or any 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 any External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or any External Consultant (as applicable) has all the information it reasonably requires to assess the Review Calculation and whether in their view Additional Affordable Student Accommodation Units are required to be delivered in accordance with Formula 1A and Formula 2
- 2.19 Within 20 Working Days of the information submitted in accordance with paragraph 2.15 or requested pursuant to paragraph 2.18, the Council shall notify the Owner in writing of the Council's decision as to whether it agrees with the Review Calculation and whether (and how many) any Additional Affordable Student Accommodation Units are required and, if applicable, whether the Additional Affordable Student Accommodation Scheme submitted pursuant to paragraph 2.21 below is approved
- 2.20 In the event the Council notifies the Owner in accordance with paragraph 2.19 that it does not agree with the Review Calculation or if applicable the quantum of any Additional Affordable Student Accommodation Units or financial contribution to be provided), then the Owner and the Council shall use reasonable endeavours for a further period of 20 Working Days to agree the matter, failing which either party will have the ability to refer the dispute to the expert under Clause 22 of this Agreement for determination.
- 2.21 Where the Council notifies the Owner that it disagrees with the Review Calculation and considers that Additional Student Accommodation Units are required pursuant to paragraph

2.19 and such position is accepted by the Owner or the expert determines that Additional Student Accommodation Units are required in accordance with paragraph 2.20 the Owner shall provide an Additional Affordable Student Accommodation Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 20 Working Days of the date on which it receives the Council's notice pursuant to paragraph 2.19 above or the expert's decision in accordance with paragraph 2.20

2.22 If the Council's assessment pursuant to paragraph 2.19 or the expert's determination in accordance with paragraph 2.20 above concludes that

2.22.1. a surplus profit arises following the application of Formula 1A but such surplus profit is insufficient to provide any Additional Affordable Student Accommodation Units pursuant to Formula 2; or

2.22.2. a surplus profit arises following the application of Formula 1A but such surplus profit cannot deliver a whole number of Additional Affordable Student Accommodation Units pursuant to Formula 2

2.22.3. then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Student Accommodation Unit to the Council as a financial contribution towards offsite Affordable Student Accommodation in full by direct bank transfer to the Council's bank in accordance with Clause 14 of this Agreement.

2.22.4. For the avoidance of doubt any requirement to provide Additional Affordable Student Accommodation Units or a financial contribution pursuant to paragraph 2.22 shall not in aggregate with the Affordable Student Accommodation Units exceed the Viability Review Cap

2.23 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2.15 above including those of the External Consultant within 20 Working Days of receipt of a written request for payment

DELIVERY OF ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION

2.24 Where it is agreed or determined pursuant to paragraphs 2.19 or 2.20 above that one or more Additional Affordable Student Accommodation Units are required the Owner shall not Occupy more than 50% Market Student Accommodation Units unless and until it has:

2.24.1. all of the Additional Affordable Student Accommodation Units have been Practically Completed in accordance with the Additional Affordable Student Accommodation Scheme approved in writing by the Council and made available for Occupation; and

2.24.2. paid any remaining surplus profit pursuant to paragraph 2.22 above to the Council towards the delivery of offsite Affordable Student Accommodation within the GLA's administrative area.

2.25 The Parties agree that the terms of paragraph 1 above shall apply mutatis mutandis to the provision of any Additional Affordable Student Accommodation Units

MONITORING

2.26 The Parties acknowledge and agree that the Council shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of the Additional Affordable Student Accommodation Scheme pursuant to paragraph 2.19 above or, if an Additional Affordable Student Accommodation Scheme is not required by the Council, the conclusion of the assessment under paragraph 2.16 or 2.17 above:

2.26.1. the number of the Additional Affordable Student Accommodation;

2.26.2. any changes in the affordability of the Affordable Student Accommodation; and

2.26.3. the amount of any financial contribution payable towards offsite Affordable Student Accommodation pursuant to paragraph 2.22 above

ANNEX TO SCHEDULE TWO

FORMULAS

FORMULA 1A (Surplus profit available for additional on-site affordable student accommodation)

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

Where:

A = Estimated GDV (£)

B = $A \div (C + 1)$

C = Percentage change in the Land Registry House Price Index for new build properties for the Council's administrative area from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

D = Estimated Build Costs (£)

E = $D \div (F + 1)$

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

P = $(A - B) * Y$

Y = 20%, being developer profit as a percentage of GDV for the private residential component and the Commercial Floorspace as determined as part of the review (%)

NOTES

(A – B) represents the change in GDV of the private residential component and the Commercial Floorspace of the development from the date of planning permission to the date of review.

(D – E) represents the change in build costs of the private residential component and the Commercial Floorspace from the date of the planning permission to the date of the review.

FORMULA 2 (Additional Affordable Student Accommodation)

X = Additional Affordable Student Accommodation Units requirement

$$X = (D \div (A - B)) \div C$$

Where:

A = Average Market Student Accommodation Units Value (£ per m²)

B = Average Affordable Student Accommodation Units Value (£ per m²)

C = Average floor area per room for the Development (m²)

D = Surplus profit available for Additional Affordable Accommodation Units as determined in Formula 1A (£)

Notes:

(A – B) represents the difference in average value of market housing per m² and average value of Affordable Student Accommodation Units per m² (£)

D represents the surplus profit to be used for Additional Affordable Student Accommodation Units (£)

D ÷ (A – B) ÷ C represents the Additional Affordable Student Accommodation Units requirement (m²)

SCHEDULE THREE.

OTHER OBLIGATIONS

The Owner covenants with the Council as follows:

1. EMPLOYMENT AND SKILLS PLAN

- 1.1 No later than twenty (20) Working Days prior to the anticipated Commencement Date, to submit (or procure that the Employment and Skills Lead submits) to the Council a draft Employment and Skills Plan to include a detailed programme, procurement schedule, recruitment protocols and project and labour histogram, local opportunities projections, and timelines stipulating the following requirements wherever practicable:
 - 1.1.1. 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;
 - 1.1.2. the provision of Skills-Based Training to 25% of the Residents employed pursuant to paragraph 1.1.1 above;
 - 1.1.3. 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 the Haringey Works Team (subject to the provisions of paragraph 1.8);
 - (b) employed for a minimum of 26 weeks (if recruited through Flexi-job Apprenticeship Training Agencies) or until completion of the apprenticeship (if recruited directly); and
 - (c) paid at no less than London Living Wage; and
 - (d) supported in their training and qualification to a minimum of NVQ Level 2;
 - 1.1.4. 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

- 1.1.5. the provision of no fewer than FIVE (5) Work Placements, or such other number agreed with the Assigned Officer;
- 1.1.6. the provision of Work Experience, the number of which to be agreed with the Assigned Officer;
- 1.1.7. provision of no fewer than FIVE (5) STEM and Career Education Sessions, the format of such sessions to be agreed with the Assigned Officer;
- 1.1.8. 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;
- 1.1.9. how suppliers and businesses which are based in the Borough will be helped to tender for such works as may be appropriate for them to undertake and or support locally based social enterprises including capacity building assistance through advice on business planning, mentoring and the purchase of products or services;
- 1.1.10. the provision of how the Employment and Skills Plan shall prioritise and support the Priority Groups identified by the Employment and Skills Recovery Action Plan;
- 1.1.11. the provision to the Assigned Officer of such information as is reasonably required to ensure compliance with the 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;

1.1.12. how the Owner shall ensure that it shall obtain consent from all employees, contractors and agents to ensure that the information required under paragraph 1.1 above can be provided to the Council in compliance with the provisions of the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (UK GDPR) and all other statutory requirements; and

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

1.2 not to Commence the Development unless and until the Council has approved the Employment and Skills Plan and in the event of any refusal by the Council to approve the Employment and Skills Plan to submit an amended Employment and Skills Plan having regard to the Council's reasonable reasons for refusal before invoking the provisions of Clause 22 and thereafter not to carry out the Development otherwise than in accordance with the Employment and Skills Plan as approved

1.3 To commit a named senior level individual to act as the Employment and Skills Lead to participate in and engage with the Assigned Officer, any Construction Partnership and Haringey Works, including any Employment and Skills Support Providers to::

1.3.1. meet the requirements of the Employment and Skills Plan and notified Construction Partnership; and to

1.3.2. to use reasonable endeavours to ensure efficient management and supply of Residents for employment and training opportunities for the Construction Phase of the Development PROVIDED THAT the Owners 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.

1.4 Not to Commence the Development or cause or permit the Commencement of the Development unless and until the Council has been informed of the name and contact details of the Employment and Skills Lead.

- 1.5 In the event that the targets set in paragraphs 1.1 above are not met in accordance with the Employment and Skills Plan then the Owner (whether personally or through the Employment and Skills Lead) shall meet with the Assigned Officer to review the Employment and Skills Plan and to identify and agree measures to help achieve the relevant target and such meeting to take place within ten (10) Working Days of the date of a written request from the Assigned Officer to meet
- 1.6 Not to Commence or cause or permit Commencement unless and until the Apprenticeship Support Contribution has been received in full by the Council in accordance with clause **Error! Reference source not found.**
- 1.7 To work with the Employment and Skills Team and Construction Partnership (as notified) to maximise the employment and training opportunities including jobs and apprenticeships arising from the Development on first Occupation that will be available to Residents
- 1.8 For the purpose of placing a Resident or an Apprentice in accordance with the requirements of the Employment and Skills Plan (and not otherwise) the Owners shall give priority to the Haringey Works Team or Employment and Skills Support Providers to identify and place a candidate for a period of 5 Working Days from the point the Council is notified of each vacancy;
- 1.9 In the event that the Haringey Works Team or Employment and Skills Support Providers are unable to submit a suitable candidate within the 5 Working Day priority period in accordance with the requirements of paragraph 1.8 of this Schedule the Owners and its contractors shall continue to work with the Haringey Works Team and Employment and Skills Providers to identify and place a candidate but the Owners shall be free to seek to fill the vacancy through other recruitment conduits including the Tottenham Hotspur Foundation
- 1.10 For the avoidance of doubt the obligations in paragraphs 1.8 and 1.9 of this Schedule shall only apply in respect of the Owners' obligations pursuant to paragraphs 1.1 of this Schedule
- 1.11 To state clearly in tender documentation, prior to selecting the main contractor, that they will instruct their contractor to engage with the Employment and Skills Team and Construction Partnership (as notified) and that these obligations shall be required by

any appointed contractor of any sub-contractor who must likewise engage with the Assigned Officer SUBJECT ALWAYS to the proviso at paragraph 1.1.2 above

- 1.12 To inform the leaseholders and end users of the Commercial Development of the Employment and Skills Team and Construction Partnership (as notified) to secure employment opportunities for the Occupiers of the Development and to use reasonable endeavours to procure that the businesses occupying the Commercial Development promote such opportunities in hospitality, leisure, cultural/creative work, health and social care, retail, finance and business
- 1.13 If the Employment and Skills Plan shows that a Skills Contribution is payable not to Commence or permit Commencement until the Skills Contribution has been paid in full to the Council in accordance with clause 14 of this Agreement

2. FUTURE CONNECTIVITY

- 2.1 Prior to Commencement to submit a Future Connectivity and Access Plan to the Council for approval and in the event of any refusal by the Council to approve the Future Connectivity and Access Plan to pay regard to the Council's reasonable reasons for such refusal and to re-submit the Future Connectivity and Access Plan as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of Clause 22 above and not to Commence or permit Commencement until the Council approves the Future Connectivity and Access Plan
- 2.2 To act in good faith and use all reasonable endeavours to work in partnership with and co-operate and co-ordinate with any Adjacent Developer and the Council to implement the Future Connectivity and Access Plan.
- 2.3 As part of the implementation of the Future Connectivity and Access Plan to allow pedestrian, cycling and vehicular access across the Development from and to the Adjacent Land provided all necessary and appropriate reciprocal rights of pedestrian, cycling and vehicular access have been legally provided to Occupiers of the Development across the Adjacent Land

3. STUDENT TRAVEL PLAN

- 3.1 No less than 6 (six) months prior to the anticipated first Occupation to submit a Student Travel Plan to the Council for approval and in the event of any refusal by the Council

to approve the Student Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to re-submit the Student Travel Plan as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of Clause 22 above and not to Occupy or permit Occupation until the Council approves the Student Travel Plan

- 3.2 No less than 6 (six) months prior to the anticipated date of Occupation to appoint the Student Travel Plan Co-Ordinator
- 3.3 To work in collaboration with the Council to conduct annual reviews of the Student Travel Plan and following such reviews to make such amendments to the Student Travel Plan as may be reasonably required by the Council
- 3.4 To carry out and comply with the Student Travel Plan (as may be amended from time to time in accordance with paragraph 3.3) and not to Occupy or permit Occupation until the Student Travel Plan Co-Ordinator has been appointed and otherwise than in accordance with the Student Travel Plan (as may be amended from time to time in accordance with paragraph 3.3)

4. COMMERCIAL TRAVEL PLAN

- 4.1 No less than 6 (six) months prior to the anticipated first Occupation to submit a Commercial Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Commercial Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to re-submit the Commercial Travel Plan as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of Clause 22 above and not to Occupy or permit Occupation until the Council approves the Commercial Travel Plan
- 4.2 No less than 6 (six) months prior to the anticipated date of Occupation to appoint the Commercial Travel Plan Co-Ordinator
- 4.3 To work in collaboration with the Council to conduct annual reviews of the Commercial Travel Plan and following such reviews to make such amendments to the Commercial Travel Plan as may be reasonably required by the Council
- 4.4 To carry out and comply with the Commercial Travel Plan (as may be amended from time to time in accordance with paragraph 4.3) and not to Occupy or permit Occupation

until the Commercial Travel Plan Co-Ordinator has been appointed and otherwise than in accordance with the Commercial Travel Plan (as may be amended from time to time in accordance with paragraph 4.3)

5. CAR CLUB

- 5.1 To ensure that the first Students to Occupy each of the Student Accommodation Units at the Development is offered free membership of a Car Club and a credit of FIFTY POUNDS (£50) per annum for a period of two (2) years from the Occupation Date of their Student Accommodation Units or until such Student vacates any Student Accommodation Unit PROVIDED THAT during this two (2) year period the Owner shall not be obliged to offer memberships and credit to more than two (2) occupiers of each Student Accommodation Unit at the Development
- 5.2 For three years from the Occupation Date of each Student Accommodation Unit to provide marketing literature to residents of that Student Accommodation Unit in respect of the Car Club PROVIDED THAT this marketing literature shall include the incentives detailed at paragraphs 5.1 and 5.2 above
- 5.3 In the event that any Occupier of a Student Accommodation 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 paragraphs 5.1 and 5.2 above pay the Occupier the equivalent credit by way of voucher (to the value of at least £100) only due to the Student Accommodation Unit less any credit already paid for the purposes of purchasing a bicycle

6. CAR-FREE DEVELOPMENT

- 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.
- 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 Occupation by each Student who has secured at letting of Student Accommodation at the Development the Owner shall secure that such Student is informed of the contents of this Agreement and that as a result they shall not be entitled

to apply for a Residents Parking Permit from the Council and any letting shall contain an obligation for the Student to comply with and raise no objection to the provisions of paragraphs 6.1 and 6.2 above in substantially the form set out below:

"the [Student] hereby covenants with the [Landlord] 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 Student 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 any Student Accommodation is to include specific reference that the Development is subject to the restrictions in this paragraph 6.
- 6.5 The provisions of paragraphs 6.1 and 6.2 shall not apply in respect of any Student or other Occupier of the Development who is a Blue Badge Holder

7. HIGHWAYS WORKS

- 7.1 Prior to Commencement of the Development the Owner shall enter into a Highways Agreement with the Council to provide for the Highways Works
- 7.2 Not to Commence or permit the Commencement of the Development until such time as the Highways Agreement has been completed
- 7.3 Unless otherwise agreed in writing by the Council or as may be amended in the Highways Agreement to reflect the phased delivery of the Development not to Occupy or use or permit Occupation of the Development unless and until the Highways Works have been carried out and completed in accordance with the Highways Agreement

8. ENERGY

- 8.1 Not to Commence or cause Commencement until the Energy Plan has been submitted to and approved in writing by the Council and in the event of any refusal by the Council to approve the Energy Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Energy Plan as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of Clause 22 above and

thereafter not to Commence or carry out the Development otherwise than in accordance with the Energy Plan as approved

- 8.2 To bear all reasonable costs in relation to the Energy Plan including any updated Energy Plans submitted pursuant to paragraph 8.4 and pay to the Council within fifteen (15) Working Days of demand therefor the reasonable and proper costs of an independent consultant engaged by the Council to verify the Energy Plan and if applicable the amount of the Carbon Offsetting Contribution
- 8.3 To provide any information or documentary evidence requested by the Council in relation to the Energy Plan accurately and in good faith as soon as practicable and in any event within ten (10) Working Days of such request
- 8.4 Following the Council's approval of the Energy Plan pursuant to paragraph 8.1 the Owner may submit an updated Energy Plan to the Council for approval and the provisions of paragraphs 8.1 to 8.3 shall apply mutandis mutatis to such updated Energy Plan, and where such updated Energy Plan is approved by the Council the Owner shall not carry out the Development otherwise than in accordance with such updated Energy Plan as approved.
- 8.5 If the Energy Plan shows that a Carbon Offsetting Contribution calculated assuming the DEN Heating Plan is implemented is payable not to Commence or cause or permit Commencement until the Base Carbon Offsetting Contribution has been received by the Council
- 8.6 Following Practical Completion of any block, building or phase comprised within the Development but prior to the Occupation Date for that block, building or phase to submit to the Council a Sustainability Review for that block building or phase to be approved in writing by the Council and in the event of any refusal by the Council to approve the Sustainability Review to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Sustainability Review as amended having regard to the Council's reasonable reasons for refusal
- 8.7 To bear all reasonable costs in relation to the Sustainability Review and pay to the Council within fifteen (15) Working Days of demand the reasonable and proper costs of an independent consultant engaged by the Council to verify the Sustainability Review.

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- 8.8 If the Sustainability Review for the relevant block building or phase of the Development shows that the energy measures and/or carbon reduction targets in the Energy Plan for that block building or phase have not been met the Owner shall pay the Additional Carbon Offsetting Contribution (agreed by the Council as part of the Sustainability Review) to the Council in accordance with clause 14 of this Agreement as soon as practicable after the Council's approval of the Sustainability Review and in any event no later than within fifteen (15) Working Days after the Council's written approval of the Sustainability Review.
- 8.9 Not to Occupy or cause or permit the Occupation or use of any block, building or phase of the Development unless and until the Council has:
- 8.9.1. approved the Sustainability Review for that block, building or phase of the Development in accordance with paragraph 8.8 above; and
- 8.9.2. received payment of the agreed Additional Carbon Offsetting Contribution (if any) in respect of that block, building or phase of the Development in accordance with paragraph 8.7.
- 8.10 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 22 of this Agreement shall apply.
- 8.11 For a minimum of 5 (five) years following Occupation the Owner shall cause Solar PV Monitoring to undertaken and provide the Council with the energy generation data from the said monitoring annually.
- 8.12 Prior to the Commencement Date to submit to the GLA verified energy performance indicator estimates for each reportable unit of the Development in accordance with of the GLA's 'Be Seen Guidance' through the GLA's dedicated portal and not to Commence or cause or permit Commencement until those estimates have been submitted.
- 8.13 The Metering Strategy shall be submitted to the Council for approval prior to the Commencement Date and in the event of any refusal by the Council to approve the Metering Strategy to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Metering Strategy as amended having regard to the Council's

reasonable reasons for refusal before invoking the provisions of Clause 22 above and not to Commence or cause or permit Commencement until the Metering Strategy has been approved.

8.14 On or prior to Practical Completion Automatic Meter Reading Devices shall be installed and in operation at the Development 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 Development until the Automatic Meter Reading Devices have been installed and are in operation.

8.15 On Practical Completion updated and verified energy performance indicator estimates in accordance with the GLA's Be Seen Guidance shall be submitted to the GLA through its dedicated portal and the Development shall not be Occupied until those estimates have been submitted.

8.16 Prior to the date of Occupation and on each anniversary of the Occupation Date thereafter for a period of 5 years accurate and verified annual in-use energy performance data for all relevant indicators for each reportable unit of the Development in accordance with the GLA's Be Seen Guidance shall be submitted 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.

9. CONNECTION TO DEN

9.1 From the date of the grant of Planning Permission, the Owner shall use all reasonable endeavours to agree the DEN Specification with the Council and the DEN Provider

9.2 The Development shall be designed to take a heat supply from the DEN to serve the heat demands of the future Occupiers of the Development PROVIDED THAT:

9.2.1. The Owner shall only be required to comply with design requirements which have been communicated by the DEN Provider or the Council as at the date of this Agreement or which are subsequently agreed between the Owner and the DEN Provider, and

9.2.2. The Owner shall not be required to incorporate any design requirements which did not form part of the Planning Application

- 9.3 The Owner shall use all reasonable endeavours to negotiate suitable supply and connection agreements, arrangements and mechanisms to allow the DEN Provider to achieve the connection of the Development to the DEN
- 9.4 Quarterly updates shall be provided to the Council on the progress of negotiations with the DEN Provider including an update on the wider development programme so far as it relates to the DEN and key dates where a decision on the DEN is required.
- 9.5 Negotiations with the DEN Provider shall be conducted in line with the parameters set out in this paragraph 9 BUT PROVIDED THAT the Owner shall not be required to agree to any terms requested by the DEN Provider that would:
- 9.5.1. result in heat being provided to the Development (and/or the occupiers thereof) on commercial terms that are considered excessive to the Owner acting reasonably, unreasonable, unfair or are materially higher than the cost of the provision of heat by the approved Low Carbon Heating Plan
 - 9.5.2. materially delay or reduce the value of the Development or increase the cost 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;
 - 9.5.3. require the Owner to carry out any works beyond the Development or incur any costs related to any physical infrastructure work beyond the Development unless otherwise agreed between the Parties and the DEN Provider;
 - 9.5.4. put the Owner in breach of any statutory requirement; or
 - 9.5.5. put the Owner in breach of its obligations under Section 20 of the Landlord and Tenant Act 1985 (or any provision replacing them).
- 9.6 Where the Owner reaches agreement with the DEN Provider to connect the Development to the DEN, the DEN Heating Plan shall be implemented and
- 9.6.1. The Development shall connect with the DEN in accordance with the agreement reached between the Owner and the DEN Provider;

- 9.6.2. the measures to protect the future implementation of the Low Carbon Heating Plan may cease.
- 9.7 The Owner may at any time submit a DEN Connection Study to the Council for approval where:
- 9.7.1. they consider that having complied with their obligations pursuant to paragraphs 9.1 to 9.5 it is not technically or financially viable to connect the Development to the DEN; and/or
- 9.7.2. the DEN Provider is unable to provide a connection to the DEN by the anticipated date of Practical Completion of the any block building or phase of the Development and the costs of providing any temporary heat supply to that block, building or phase in advance of the DEN Provider being able to provide such connection are considered by the Owner to be excessive.
- 9.8 The Council shall assess any DEN Connection Study submitted pursuant to paragraph 9.7 and notify the Developer in writing whether or not the DEN Connection Study is approved, using reasonable endeavours to provide such notice no later than 30 Working Days following receipt of the submission of the DEN Connection Study and such notice to be accompanied by detailed reasons if the Council disagrees with it.
- 9.8.1. Following the submission of the DEN Connection Study, the Council may request in writing from the Owner any further information reasonably required to determine the accuracy of any assessment in the DEN Connection Study.
- 9.8.2. The Owner shall respond to a request under paragraph 9.8.1 above as soon as reasonably practicable and in any event no later than 10 Working Days following its receipt of the request.
- 9.8.3. Any dispute as to whether the DEN Connection Notice should be approved may be referred to dispute resolution pursuant to clause 22.
- 9.9 If the Council approves a DEN Connection Study submitted pursuant to paragraph 9.7.1 or the expert determines that the DEN Connection Study submitted pursuant to paragraph 9.7.1 should be approved

- 9.9.1. the Low Carbon Heating Plan shall be implemented and the DEN Heating Plan may (but not must) be abandoned;
- 9.9.2. the Carbon Offsetting Contribution shall be based on the figures identified in the Low Carbon Heating Plan and a balancing payment shall be made taking into account any payments made as at that date within 30 days of the Council's written approval of the DEN Connection Study or if applicable the expert's determination.
- 9.10 If the Council approves a DEN Connection Study submitted pursuant to paragraph 9.7.2 or the expert determines that the DEN Connection Study submitted pursuant to paragraph 9.7.1 should be approved
- 9.10.1. the Low Carbon Heating Plan shall be implemented for the block, building or phase subject to the DEN Connection Study and the DEN Heating Plan for the relevant block, building or phase may (but not must) be abandoned
- 9.10.2. the Carbon Offsetting Contribution shall be adjusted to take into account the implementation of the Low Carbon Heating Plan for the relevant block, building or phase and a balancing payment shall be made taking into account any payments made as at that date within 30 days of the Council's written approval of the DEN Connection Study or if applicable the expert's determination
- 9.11 The Owner may submit successive DEN Connection Studies pursuant to paragraph 9.7.2 relating to further block, buildings or phase but for the avoidance of doubt the Owner's obligations under this paragraph shall continue to subsist in respect of any remaining block building or phase until a DEN Connection Study relating to the Block block, building or phase has been approved by the Council or the expert has determined that it shall be approved.
- 9.12 In any event if it has not been possible for the Owner to reach agreement with the DEN Provider and for the Development to connect to the DEN within 10 years of the date of this Agreement (whilst complying with its obligations under this paragraph 9) the Owner's obligations in this paragraph shall cease absolutely and the Owner shall pay any balancing payment to the Council in respect of the Carbon Offsetting Contribution based on the difference between the calculation of the Carbon Offsetting Contribution in accordance with the DEN Heating Plan and the calculation in accordance with the

Low Carbon Heating Plan such payment to be made within 30 days of the date 10 years after the date of this Agreement.

10. TELECOMMUNICATIONS PLAN

10.1 Prior to Occupation that the Telecommunications Plan shall be submitted to the Council for approval and in the event of any refusal by the Council to approve the Telecommunications Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Telecommunications Plan as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of Clause 22 above and not to Occupy or permit Occupation until the Telecommunications Plan is approved

10.2 Not to Occupy or permit the Occupation otherwise than in accordance with the Telecommunications Plan

11. CONSIDERATE CONSTRUCTORS

11.1 Not to Commence or permit Commencement unless and until the Development has been registered with the Considerate Constructor's Scheme and provided evidence of such registration to the Council

11.2 To ensure that the Development is constructed in accordance with the Considerate Constructor's Code of Practice and in the event of any non-compliance with Considerate Constructor's Code of Practice the Owner forthwith take any steps reasonably required by the Council to remedy such non-compliance

11.3 Not to Occupy suffer or permit Occupation unless the Owner has obtained an assessment from a representative of the Considerate Constructors Scheme of the performance of the construction of the Development against the Considerate Constructor's Code of Practice and reported the results of the assessment to the Council within seven (7) Working Days of receipt

12. MONITORING COSTS

12.1 Prior to Commencement to pay to the Council the Monitoring Costs in full and not to Commence or permit Commencement until the Monitoring Costs have been paid in full

13. CONTRIBUTIONS

13.1 On or prior to the Commencement Date to pay to the Council the Travel Plan Contribution and the Traffic Management Order Contribution.

13.2 Not to:

13.2.1. Commence, cause or permit Commencement of the Development;

13.2.2. Occupy or cause or permit the Occupation of the Development or any part thereof;

13.2.3. use or cause or permit the use of the Development or any part thereof;

until such time as the Council has received the Travel Plan Contribution and the Traffic Management Order Contribution in full.

14. PERCIVAL COURT IMPROVEMENTS

14.1 Prior to the Commencement of the Development to submit the Percival Court Resurfacing and Improvements Plan to the Council for approval and in the event of any refusal by the Council to approve the Percival Court Resurfacing and Improvements Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Percival Court Resurfacing and Improvements Plan as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of Clause 22 above

14.2 Not to Commence or cause or permit Commencement until the Percival Court Resurfacing and Improvements Plan has been approved

14.3 Prior to the Occupation Date to use Best Endeavours to ensure that the Percival Court Resurfacing and Improvement Works are carried out in accordance with the Percival Court Resurfacing and Improvements Plan

14.4 Not to Occupy or cause or permit Occupation until either:

14.4.1. the Percival Court Resurfacing and Improvements Work have been completed to the satisfaction of the Council and the Council has confirmed its approval of the Percival Court Resurfacing and Improvement Works in writing; or

14.4.2. the Owner has demonstrated to the Council's satisfaction that having used its Best Endeavours for a period of 6 months it has been unable to secure the necessary consents required in order to permit it to carry out the Percival Court Resurfacing and Improvement Works

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SCHEDULE FOUR.

CONSIDERATE CONSTRUCTORS SCHEME

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

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

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

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

Care about Appearance

Constructors should ensure sites appear professional and well managed

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

Respect the Community

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

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

Protect the Environment

Constructors should protect and enhance the environment

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

Secure everyone's Safety

Constructors should attain the highest levels of safety performance

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

Value their Workforce

Constructors should provide a supportive and caring working environment

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

SCHEDULE FIVE.

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	Sort Code: 20-98-47
Barclays Bank plc	Account Number: 73294617
Wood Green Branch	Ref: HGY/2018/0187
London N22	

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.

SCHEDULE SIX.

COVENANTS BY THE COUNCIL

The Council covenants with the Owner:

1. APPLICATION OF CONTRIBUTIONS

- 1.1 Not to apply or spend any part of any of the Contributions other than for the purpose for which that Contribution has been paid

2. REQUEST FOR INFORMATION

Upon reasonable written request by the Owner or Developer (but no more frequently than once every 6 months) provide the Owner or Developer with a breakdown of expenditure from the Infrastructure Contributions and an update on the delivery of the infrastructure funded all or in part by the Infrastructure Contributions

3. REPAYMENT

In the event that all or any part of any of the Contributions has not been applied for or committed to the purposes specified in the relevant definition within ten (10) years of the date of payment of that Contribution if the person who paid the Contribution makes a written request to the Council for repayment of the unexpended or non-contractually committed part thereof, the Council shall return any part of the Contributions not applied as at that date upon written request to the person who paid the Infrastructure Contribution PROVIDED THAT the Council shall not be required to repay any sum or amount which the Council is contractually committed to pay to another party or any sum which is required by the Council to secure the completion of any works or any project, programme, scheme or services which have/has commenced but have/has not been completed

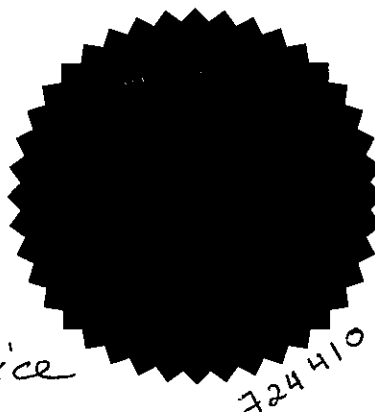
4. ACKNOWLEDGEMENT OF COMPLIANCE

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

EXECUTION

IN WITNESS whereof the parties hereto have executed this Deed on 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 :



Patrick O'ice
Authorised officer:

Principal Lawyer, Property, Planning & Regeneration

Executed as a Deed by **HIGH ROAD WEST
(TOTTENHAM) LIMITED** acting by a Director
in the presence of

[Signature]
Director :

Signature of
Witness: *[Signature]*

Name:
(Block Caps) *PAUL LETCHFORD*

Address: *8 BOXTON ROAD*

LONDON EC4 7DP

Occupation: *PROPERTY MANAGER*

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