

Rob Krzyszowski
Assistant Director of Planning, Building
Standards & Sustainability

Date: 18 April 2024
Your ref: HGY/2023/1043 & 1044
Our ref: HGY/2023/1043 & 1044
Direct dial: 020 8489 1784
Email: Jonathan.Kirby@haringey.gov.uk

Dear Mr Krzyszowski

**Re: LETTER AS AN ALTERNATIVE TO A SECTION 106 AGREEMENT FOR USE WHERE
COUNCIL IS THE LANDOWNER**

Civic Centre, High Road, London N22 9SB

PLANNING APPLICATION REFERENCE: HGY/2023/1043 & 1044

- (A) Planning Sub-Committee resolved on 11 September 2023 to grant Planning Permission for:

Redevelopment of the existing rear car park for the erection of a three storey building (plus roof enclosure) comprising of Class E floorspace; 2 x two storey links; creation of central courtyard; parking and landscaping; and refurbishment and external alterations of the existing Civic Centre and offices, including alterations to entrance facade and fenestration; and associated works for the continuation of mixed civic (Class F1) and office (Class E) uses. Listed Building Consent application for the refurbishment and extension of the Civic Centre including the replacement of elevational pre-cast concrete panels; replacement of windows and curtain walling; removal of entrance steps and replacement with a ramp; removal of part of the roof structure to create an open plant room; installation of photovoltaic panels at roof level; installation of thermal insulation; removal of internal partitions in the north wing; extension to the Civic Centre to provide three-storey building and 2x two-storey links; and associated works (the "Planning Permission").

- (B) The resolution to grant Planning Permission was subject to planning conditions and to securing other planning matters and community benefits that cannot be secured by planning conditions but are required to address the planning impacts of the Development. These matters would normally be set out in an agreement under Section 106 of the Town and Country Planning Act 1990. Such an agreement in relation to this application cannot be entered into as the Council is both the applicant for planning permission, the landowner and the local planning authority.

- (C) This letter from Jonathan Kirby, Assistant Director for Capital Projects & Property (“ADCP&P”), to Rob Krzyszowski, Assistant Director of Planning, Building Standards & Sustainability (“ADoPBSS”), therefore secures the matters specified below that would normally be secured in a Section 106 agreement (the “Letter”).

1. DEFINITIONS

- 1.1 For the purposes of this Letter the meanings set out above and the following expressions shall have the following meanings:

Expression	Meaning
Act	the Town and Country Planning Act 1990;
Additional Carbon Offsetting Contribution	the sum to be calculated at £2,850 (two thousand and eight hundred and fifty pounds) per tonne of carbon emissions plus a 10% (ten percent) management fee to be agreed between the ADoPBSS and the ADCP&P following a Sustainability Review in accordance the approved documents pursuant to condition 34 of the Planning Permission in relation to any proposed shortfall of the Development in meeting the 100% reduction in carbon emissions from a Building Regulations Part L 2021 compliant building, in line with London Plan policies less the Base Carbon Offsetting Contribution to be transferred pursuant to paragraph 4.2 of this Letter to contribute towards the Council’s implementation of projects to reduce carbon emissions in its area to offset any shortfall in meeting London Plan policies;
Application	the planning applications seeking permission for the Development bearing reference HGY/2023/1043 and listed building consent bearing reference HGY/20231044;
“Agreed Energy Performance Guidance”	the London Plan (2021) (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (June 2022);

Expression	Meaning
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 NVQ level 2 or above¹ with a written contract to that effect and must be: • employed on a contract as an Apprentice pursuant to a written contract of employment; • work alongside experienced staff to gain job specific skills; • 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 standards² and the term “Apprenticeships” shall be construed accordingly;
Apprenticeship Support Contribution	a financial contribution to support the recruitment process, in-work support and post-work support of Apprentices 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;
Base Carbon Offsetting Contribution	Fifty per cent (50%) of the Carbon Offsetting Contribution calculated by reference to the Energy Strategy;
Borough	the administrative area of the London Borough of Haringey;

¹ More information about the government policy and guidance can be found at <https://find-employer-schemes.education.gov.uk/schemes/apprenticeships>

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

Expression	Meaning
Carbon Offsetting Contribution	means the sum of £89,204 calculated by reference to the Energy Strategy and to be revised by reference to the Energy Plan once approved using a carbon dioxide offset price of £2,850 per tonne of carbon emissions (subject to Indexation from the date that the Energy Plan is approved by the ADoPBSS until the date that the Carbon Offsetting Contribution or part thereof is paid) plus a 10% (ten percent) management fee in accordance with the Agreed Energy Performance Guidance based on Building Regulations Part L 2021 with SAP10.2 carbon factors in order to offset any proposed carbon shortfall of the Development in meeting London Plan policies that the ADCP&P will contribute towards the Council's implementation of projects to reduce carbon emissions in its area to offset any shortfall in meeting London Plan policies;
Considerate Constructors Code of Practice	the code made pursuant to the Considerate Constructor's Scheme and annexed hereto at the Second Schedule;
Considerate Constructor's Scheme	the national initiative set up by the construction industry to improve its image which involves the registration and monitoring of construction sites, more information can be found at www.ccscheme.org.uk ;
Construction Logistics Plan	a plan which sets out the measures that the Owner will adopt in undertaking the demolition of the existing buildings at the Property and the construction of the Development using good site practices in accordance with the Considerate Constructor's Code of Practice to ensure that the construction of the Development during the Construction Phase can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network which shall include (but not limited to): (a) routing of excavation and construction vehicles, including a response to existing or known projected major building works at other sites in the vicinity and local works on the highway;

Expression	Meaning
	(b) the estimated number and type of vehicles per day/week; (c) estimates for the number and type of parking suspensions that will be required; and (d) details of measures to protect pedestrians and other highway users from construction activities on the highway;
Construction Logistics Plan Monitoring Contribution	the sum of £5,000 in respect of the costs of monitoring the Construction Logistics Plan to be transferred in accordance with paragraph 3.1.1 hereof;
Contractor	any person or persons or body (corporate or otherwise) that has contracted with the ADCP&P to carry out the Development and where the context so requires shall include any sub-contractor whether employed directly by the ADCP&P or by the Contractor;
Completion Notice Date	the date when the ADoPBSS (acting reasonably and without delay) confirms that the Development has been completed in accordance with the Planning Permission and the terms of this Letter to their satisfaction;
“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 determined by the Council from time to time;
Construction Phase	the period from the Implementation Date (including all demolition and site enabling works) until the Completion Notice Date for the Development;
Council	the local authority of the London Borough of Haringey;
DEN	a district energy network that will serve the Development and/or the surrounding area;
Development	the development described in paragraph (A);
Employment and Skills Plan – Construction Phase	the plan to be submitted to the ADoPBSS and containing the information outlined under paragraph 5.1;

Expression	Meaning
Employment and Skills Plan Lead	a dedicated person (which for the avoidance of doubt could be an employee of the ADCP&P or of the Contractor or an agent appointed by the ADCP&P to carry out the Development) identified to the ADoPBSS pursuant to paragraph 6.1 below who will be responsible for the implementation, co-ordination, and the delivery of the measures set out in the Employment and Skills Plan - Construction Phase;
Employment and Skills Support Providers	a partnership of local organisations operating within the Borough to help coordinate and promote supporting Residents and persons into training or employment opportunities as may be notified to the ADCP&P from time to time;
Energy Plan	a review of the Energy Strategy, to be submitted to the ADoPBSS by the ADCP&P in accordance with the approved documents and said Strategy pursuant to condition 14 of the Planning Permission and containing information in relation to the Development's energy requirements and performance and how these will be met and shall comprise in addition to the information required by condition 14 the the amount and calculation of the Carbon Offsetting Contribution;
Energy Strategy	the energy strategy prepared by Buro Happold dated 4 September 2023, Rev P03 approved by the ADoPBSS as part of the Application;
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 ³ and Flexi-job Apprenticeship Agencies shall be construed accordingly;

³ Please note, Flexi-job Apprenticeship agencies are independent from the Council. Any Service Level Agreements and payment arrangements should be discussed with your chosen Flexi-job Apprenticeship agencies directly.

Expression	Meaning
GLA	the Greater London Authority or any successor in statutory function;
“Haringey Works Team”	the team responsible for supporting residents into training or employment opportunities and any successor team(s) that may exist from time to time;
Highway Works Contribution	THREE HUNDRED AND SIXTY-SIX THOUSAND POUNDS ONLY (£366,000-00) for highway works connected with the Development, including but not limited to, footway improvement works, access to the public highway, relocation of street furniture, carriageway markings and access and visibility safety requirements;
the Implementation Date	the date of the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development (whether or not such operation is a lawful commencement of the Development) other than (for the purposes of this letter and for no other purpose) operations consisting of: • site clearance • demolition work; • archaeological investigations; • site surveys; • works of archaeological or ground investigation; • remedial work in respect of any contamination or other adverse ground conditions; • erection of any temporary means of enclosure, fencing or hoarding; • the temporary display of site notices or advertisements;

Expression	Meaning
	• the provision of security measures or lighting, the erection of temporary buildings or structures associated with the Development; • the laying removal or diversion of services; • the provision of construction compounds; and “Implement” “Implemented” and “Implementing” or any other derivation of this term shall be construed accordingly;
Index	the All-Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the ADoPBSS in the event that the All-Items Index of Retail Prices becomes no longer maintained;
Local Small and Medium Enterprises	small and medium sized enterprises in the Borough that employ less than 250 employees and have a turnover not exceeding £50 million and the term “SME or SME’s” shall be construed accordingly;
London Living Wage	the hourly rate which the Living Wage Foundation (or any alternative independent successor body approved by the Council) determines is the minimum rate required to cover the basic costs of living in the Borough⁴;
Mayor’s Funding Guidance	“Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance” published by the Mayor of London in November 2016 or any update or replacement guidance;
Occupation Date	the date on which any part of the Development is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase) and the terms “Occupy” “Occupied” and “Occupation” shall be construed accordingly;

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

Expression	Meaning
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;
the Plan	the plan annexed as the Schedule to this Letter;
Planning Permission	the planning permission for the Development pursuant to the Application;
“Plant Room”	means the area in the Development where the Development heating system’s central plant is located and where the connection to the DEN will be made;
the Property	the land and premises at Civic Centre, High Road, London N22 9SB shown indicatively edged with a broken red line on the Plan;
Resident	a person who is a resident in the Borough and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old and the term Residents shall be construed accordingly;
Skills Training	a training programme or programmes that is intended to provide unemployed Residents with the skills and qualifications to access jobs being created by the Development and consisting of work 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 and working closely with them to deliver practical career education activities relevant to the construction industry including in Science Technology Engineering and Maths (STEM) and details of how the activities will be delivered. The format of

⁵ more information can be found at <https://find-employer-schemes.education.gov.uk/schemes/sector-based-work-academy-programme-swap>

Expression	Meaning
	such sessions to be agreed with the Assigned Officer as part of the Employment and Skills Plan - Construction Phase;
Sustainability Review	an assessment to be provided by ADCP&P to be approved in writing by the ADoPBSS in accordance with condition 34 of 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: a) explains and provides evidence to demonstrate whether or not the Development has been constructed and completed in accordance with the Approved Energy Plan (as applicable), 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; d) provides evidence to support (a) to (c) above including but not limited to photographic evidence, air tightness test certificates and as-built energy performance certificates; and e) such other information reasonably requested by the Council;
Travel Plan	a plan: (a) setting out ways to encourage sustainable transport to and from the Development; (b) setting out the location of showers, lockers and changing rooms at the Development; and (c) containing amongst other things the provision of welcome workplace induction packs to Occupiers containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan;

Expression	Meaning
Travel Plan Co-Ordinator	a person appointed to liaise with the ADoPBSS in the submission and agreement of the Travel Plan and on compliance therewith and to be responsible for promoting the Travel Plan to Occupiers of the Development;
Travel Plan Monitoring Contribution	TEN THOUSAND POUNDS ONLY (£10,000-00) as a contribution towards the costs of monitoring compliance with and effectiveness of the Travel Plan;
Work Experience	positions for students and learners based in the Borough to undertake work experience for a minimum of 5 (five) Working Days and maximum of 25 (twenty -five) hours a week;
Work Placements	positions for unemployed and economically inactive Residents, not in education or training to undertake work placements for a minimum of 5 (five) Working Days and no less than 36 (thirty-six) hours a week; and
Working Day	any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday.

2. GENERAL

2.1 This Letter shall be noted on the local land charge register against the Property.

2.2 The ADCP&P confirms that any amounts due under this Letter shall be:

2.2.1 increased by a percentage equivalent to the percentage increase (if any) in the Index from the date of this Letter to the date that the relevant contribution is transferred; and

2.2.2 subject to Interest charged from the date the sum is due until the date the transfer is made.

2.3 The ADCP&P will not carry out continue or procure the Development without performing and observing the obligations stipulations and other matters set out in this Letter and on the part of the ADCP&P to be performed and observed unless otherwise agreed in writing by the ADoPBSS.

- 2.4 The ADCP&P confirms that the Placemaking and Housing Directorate will provide or procure the provision of the following planning matters and community benefits in relation to this Development as set out paragraphs 3 to 7 below.
- 2.5 That in the event of the transfer of the Property or part of the Property from the Council to another party the ADCP&P will ensure that an agreement in the form of and compliant with section 106 of the Act is entered into to the satisfaction of the ADoPBSS to secure obligations in the same or substantially similar terms as set out in this Letter and will not authorise Legal Services to complete any Transfer until that agreement has been entered into PROVIDED THAT this shall not apply to any transfer to a statutory undertaker in respect of any part of the Property to be used by that statutory undertaker as part of their undertaking.
- 2.6 The ADCP&P confirms that although this letter is from and signed by the current ADCP&P on behalf of the Directorate of Placemaking and Housing it is intended to apply to and be given on behalf of that directorate and any subsequent directorate of the Council responsible for the functions currently discharged by the Placemaking and Housing directorate.
- 2.7 The ADCP&P also confirms that the commitments given in this Letter are intended to be given not only to the current ADoPBSS but also to any subsequent directorate of the Council that is responsible for the functions currently discharged by the current ADoPBSS.

3. THE CONTRIBUTIONS

The ADCP&P undertakes as follows:

- 3.1 No later than the Implementation Date to transfer to the appropriate income code as directed by the ADoPBSS:
- 3.1.1 the Construction Logistics Plan Monitoring Contribution;
 - 3.1.2 25% of the Highway Works Contribution; and
 - 3.1.3 the Base Carbon Offsetting Contribution.
- 3.2 Not to:
- 3.2.1 Implement, cause or permit Implementation of the Development;
 - 3.2.2 Occupy or cause or permit the Occupation of the Development or any part thereof; or
 - 3.2.3 use or cause or permit the use of the Development or any part thereof;
- until such time as the ADoPBSS has received payment in full of the contributions listed at paragraphs 3.1 above and paragraph 5.7 below.

- 3.3 To transfer to the appropriate income code as directed by the ADoPBSS:
- 3.3.1 25% of the Highway Works Contribution no later than six (6) months after the Implementation Date;
 - 3.3.2 25% of the Highway Works Contribution no later than twelve (12) months after the Implementation Date or before the Occupation Date if that is earlier;
- 3.4 No later than the Occupation Date to transfer to the appropriate income code as directed by the ADoPBSS
- 3.4.1 the Travel Plan Monitoring Contribution; and
 - 3.4.2 the remainder of the Highway Works Contribution.
- 3.5 Not to:
- 3.5.1 Occupy or cause or permit the Occupation of the Development or any part thereof; or
 - 3.5.2 use or cause or permit the use of the Development or any part thereof;
- until such time as the ADoPBSS has received payment in full of the Travel Plan Monitoring Contribution and the remainder of the Highway Works Contribution.

4. ENERGY

- 4.1 The ADCP&P undertakes to transfer the Additional Carbon Offsetting Contribution (if any) required pursuant to the results of the Sustainability Review approved under Condition 34 of the Planning Permission, and shall not Occupy or cause the Development to be Occupied until the appropriate income code has been credited with that Additional Carbon Offsetting Contribution.

5. EMPLOYMENT AND SKILLS

- 5.1 Unless otherwise agreed with the ADoPBSS in writing, the ADCP&P shall deliver the following during the Construction Phase:
- 5.1.1 to deliver not less than twenty percent (20%) of the peak workforce employed during the Construction Phase to comprise Residents who must be employed for a minimum of 26 weeks;
 - 5.1.2 to deliver Skills Training to at least twenty five percent (25%) Skills Training of the twenty percent (20%) referred to in paragraph 5.1.1 above;

5.1.3 to employ full-time Apprentices 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
- (b) work on site for a minimum of 26 weeks (if recruited through Flexi-job Apprenticeship Agencies) or until completion of the Apprenticeship (if recruited directly);
- (c) paid at no less than London Living Wages; and
- (d) supported in their training and qualifications to a minimum of NVQ Level 2;

5.1.4 to deliver Work Placements, the number of which to be agreed with the Assigned Officer;

5.1.5 to deliver Work Experience, the number of which to be agreed with the Assigned Officer;

5.1.6 to deliver no fewer than FIVE (5) STEM and Career Education Sessions, the format of such sessions to be agreed with the Assigned Officer;

5.1.7 the provision of at least 1 (one) meet the buyer event to help suppliers and local businesses which are based in the Borough to tender for such works as may be appropriate for them to undertake and/or 1 (one) supplier engagement activity to support Local Small and Medium Enterprise's including capacity building assistance through advice on business planning and mentoring;

5.1.8 to provide sufficient information to enable the ADoPBSS to assess the quantum of the Apprenticeship Support Contribution.

5.2 The ADCP&P undertakes no later than twenty-eight (28) Working Days prior to the anticipated Implementation Date, to submit (or procure that the Employment and Skills Plan Lead submits) to the ADoPBSS for its written approval, an Employment and Skills Plan - Construction Phase for the Development to include a detailed programme, procurement schedule (including the value and type of the goods and services to be procured), recruitment protocols and project and labour histogram, local opportunities projections and timelines stipulating the following:

5.2.1 the requirements of paragraph 5.1 above;

5.2.2 explaining how the ADCP&P and the Contractor shall work exclusively with the Haringey Works Team for any recruitment assessment screening testing and

application support arrangements to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development during the Construction Phase; SAVE THAT in the event the Haringey Works Team are not able to refer a Resident for a job or Apprenticeship within ten (10) Working Days from the date the advertisement for that role is submitted to the ADoPBSS and approved in writing the Contractor shall be free to recruit for that role from Employment and Skills Support Providers;

- 5.2.3 the provision of details/explanation regarding how the ADCP&P and the Contractor shall deliver/provide the measures set out paragraph 5.1 above;
- 5.2.4 the provision of details regarding how the Employment and Skills Plan prevents discrimination against groups with protected characteristics in terms of the employment and skills development opportunities it facilitated 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, homelessness, care leavers, neuro diverse;
- 5.2.5 provision to the Assigned Officer of such information as is reasonably required to ensure compliance with the Approved Employment and Skill Plan – Construction Phase (which includes 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 ADoPBSS directly by the ADCP&P or the Contractor 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 ADoPBSS;
- 5.2.6 the provision of details regarding how the ADCP&P shall retain (pending provision by the ADoPBSS of a written “Final Employment and Skills Plan – Construction Phase compliance report”) and shall provide supporting evidence to ADoPBSS on request; and
- 5.2.7 the provision of details regarding how the ADoPBSS shall ensure that it shall obtains consent from all employees’, Contractors and agents to ensure that the information required under paragraph 5.2.5 above can be provided to the ADoPBSS in compliance with the provisions of all data protection legislation and other statutory requirements.

- 5.3 The ADCP&P undertakes in the event of any refusal by the ADoPBSS to approve the Employment and Skills Plan – Construction Phase submitted pursuant to paragraph 5.2 above to pay regard to the reasonable reasons of the ADoPBSS for such refusal

and to resubmit the Employment and Skills Plan – Construction Phase as amended having regard to those reasonable reasons for refusal and not to Implement or cause or permit the Implementation unless and until the ADoPBSS approves in writing the Employment and Skills Plan - Construction Phase (“Approved Employment and Skills Plan – Construction Phase”) and thereafter not to carry out the Development or permit the Development to be carried out or Occupy or permit Occupation otherwise than in accordance with the Approved Employment and Skills Plan – Construction Phase.

- 5.4 The ADCP&P undertakes to have the Contractor commit a named senior level individual to act as the Employment and Skills Lead and to engage with the Assigned Officer, Haringey Works Team and Employment and Skills Support Providers:
- 5.4.1 to meet the requirements of the Approved Employment and Skills Plan – Construction Phase, participate in the Construction Partnership and the obligations set out in this paragraph 5; and
 - 5.4.2 to ensure efficient management and supply of Residents for employment and training opportunities on Implementation of the Development in accordance with the Approved Employment and Skills Plan – Construction Phase PROVIDED THAT the ADCP&P nor the Contractor shall be required to offer employment to any candidate who does not have the necessary skills, knowledge, or qualifications necessary to perform the employment.
- 5.5 The ADCP&P undertakes not to Implement or cause or permit the Implementation unless and until the Assigned Officer has been informed of the name and contact details of the Employment and Skills Lead pursuant to paragraph 5.4 above.
- 5.6 The ADCP&P undertakes in the event that the targets set out in paragraph 5.1.1 above are not met in accordance with the Approved Employment and Skills Plan – Construction Phase then the ADCP&P and their appointed Contractor shall meet with the Assigned Officer to review the Employment and Skills Plan – Construction Phase and to identify and agree measures to help achieve the relevant target and such meeting to take place within 10 Working Days of the date of a written request from the Assigned Officer to meet.
- 5.7 The ADCP&P undertakes not later than the Implementation Date to transfer the Apprenticeship Support Contribution to the appropriate income code as directed by the ADoPBSS.
- 5.8 The ADCP&P undertakes in the event that the ADoPBSS determines that despite the ADCP&P (or its Contractors) reasonable endeavours the number of Residents supported has not been delivered in accordance with paragraph 5.1.1 above and the Approved Employment and Skills Plan – Construction Phase then the ADCP&P shall

transfer to the appropriate income code as directed by the ADoPBSS an amount or amounts calculated in accordance with the following formulae (each one an “Amount”) and such Amount shall be transferred within 15 Working Days of written demand from the ADoPBSS to support the creation of employment and skill opportunities.

5.8.1 Residents and Skills Training

$$A \times B \times C \times D = E$$

Where:

A = Number of jobs estimated to be created during the construction of the Development

B = 0.200 (being the proportion of Residents expected to be employed as part of the workforce)

C = 0.252 (being the proportion of Residents requiring training and/or support)

D = £4,400 average cost for employment support for Haringey unemployed Residents in terms of support and training to obtain access to a skilled job; and

E = Amount

5.8.2 Apprenticeships

$$(A \times B \times C) + D = E$$

Where:

A = Shortfall against target number of apprenticeships starts and sustained⁶;

B = £13.15⁷, being the most recent hourly London Living Wage as set out by the Living Wage Foundation;

C = 1,872, being 36 hours a week for 52 weeks;

D = 5% of the product of A B and C above for administration fees; and

E = Amount

⁶ For a minimum of 26 weeks (if recruited through Flexi-job Apprenticeship Training Agencies) or until completion of the Apprenticeship (if recruited directly);

⁷ The calculation is based on a 52-week apprenticeship. On 8 April 2024, the London Living Wage is £13.15 per hour or £473.40 per week, based on a 36-hour working week. The fee cost for each week an apprentice is not provided will be calculated in line with the annual rise of the London Living Wage (as set by the [Living Wage Foundation](#)) and 5% administration fees.

5.8.3 STEM and Career Education Sessions

$$A \times B = C$$

Where:

A = Shortfall against target number of STEM and Careers Education Sessions

B = £2,001 average cost of arranging 1 (one) meaningful encounter for every pupil year 11 or over

C = Amount

5.8.4 Work Experience and Work Placement

$$(A \times B \times C) + D = E$$

Where:

A = Shortfall against target number of Work Experience and or Work Placement

B = £13.15 being 5 days wages costs per Resident as set out by the London Living Wage rate

C = 36, being hours a week for 5 days

D = 5% of the product of A B and C as the administration fees⁸.

E = Amount

5.9 The ADCP&P undertakes to state clearly in tender documentation, prepared, or distributed to interested contractors by the ADCP&P and Contractors and/or their agents that they will be required to observe and comply with these obligations in this Schedule and will be required to engage with the ADoPBSS in respect of the performance of the obligations under this paragraph.

6. TRAVEL PLAN

The ADCP&P undertakes as follows:

6.1 No less than three (3) months prior to the anticipated Occupation Date to submit a Travel Plan to the ADoPBSS for approval and not to Occupy or cause or permit Occupation until the ADoPBSS approves the Travel Plan.

⁸ The calculation is based on the London Living Wage @ £13.15 per hour x 7.2 hours per day x 10 days x 5% administration fees)

- 6.2 No less than three (3) months prior to the anticipated Occupation Date to appoint the Travel Plan Co-Ordinator.
- 6.3 To conduct annual reviews of the Travel Plan with the ADoPBSS for a minimum of 5 years following Occupation of the whole Development to be Occupied and following such reviews to make such amendments to the Travel Plan as may be required by the ADoPBSS.
- 6.4 Not to Occupy or cause or permit Occupation otherwise than in accordance with the Travel Plan (as may be amended from time to time in accordance with paragraph 6.3).
- 6.5 To carry out and comply with the Travel Plan (as may be amended from time to time in accordance with paragraph 6.3).

7. DEN

7.1 The ADCP&P shall:

- 7.1.1 ensure the Development is designed and built to facilitate a future connection between the Development's heating system and a DEN including but not limited to identifying a point of connection within the Development, including space allowance for a future thermal substation and safeguarding a route for a buried pipe from the point of connection to the edge of the Property; and
- 7.1.2 liaise with the Council to ensure that the heating and cooling systems to be installed at the Development is compatible with proposals for a DEN in Wood Green.

8. CONSTRUCTION LOGISTICS PLAN

- 8.1 No less than three (3) months prior to the anticipated Implementation Date to submit a Construction Logistic Plan to the ADoPBSS for approval and in the event of any refusal by the ADoPBSS to approve the Construction Logistic Plan to pay regard to the reasonable reasons of the ADoPBSS for such refusal and to resubmit the Construction Logistic Plan as amended having regard to those reasonable reasons for refusal and not to Implement or cause or permit Implementation until the ADoPBSS has approved in writing the Construction Logistic Plan ("**the Approved Construction Logistic Plan**").
- 8.2 Not to construct or cause or permit the construction of the Development otherwise than in accordance with the Approved Construction Logistic Plan.

9. DISPUTES AND NON-COMPLIANCE

In the event that:

- 9.1 any provision herein requires agreement between the ADCP&P and ADoPBSS or requires the approval of the ADoPBSS or any other officer but agreement cannot be reached or approval is withheld; or
- 9.2 any non-compliance and/or breaches of the commitments herein cannot be resolved through discussions between ADCP&P and ADoPBSS;

the ADCP&P consents to such issue being referred to the Chief Executive for resolution and will abide by the Chief Executive's decision.

10. MONITORING

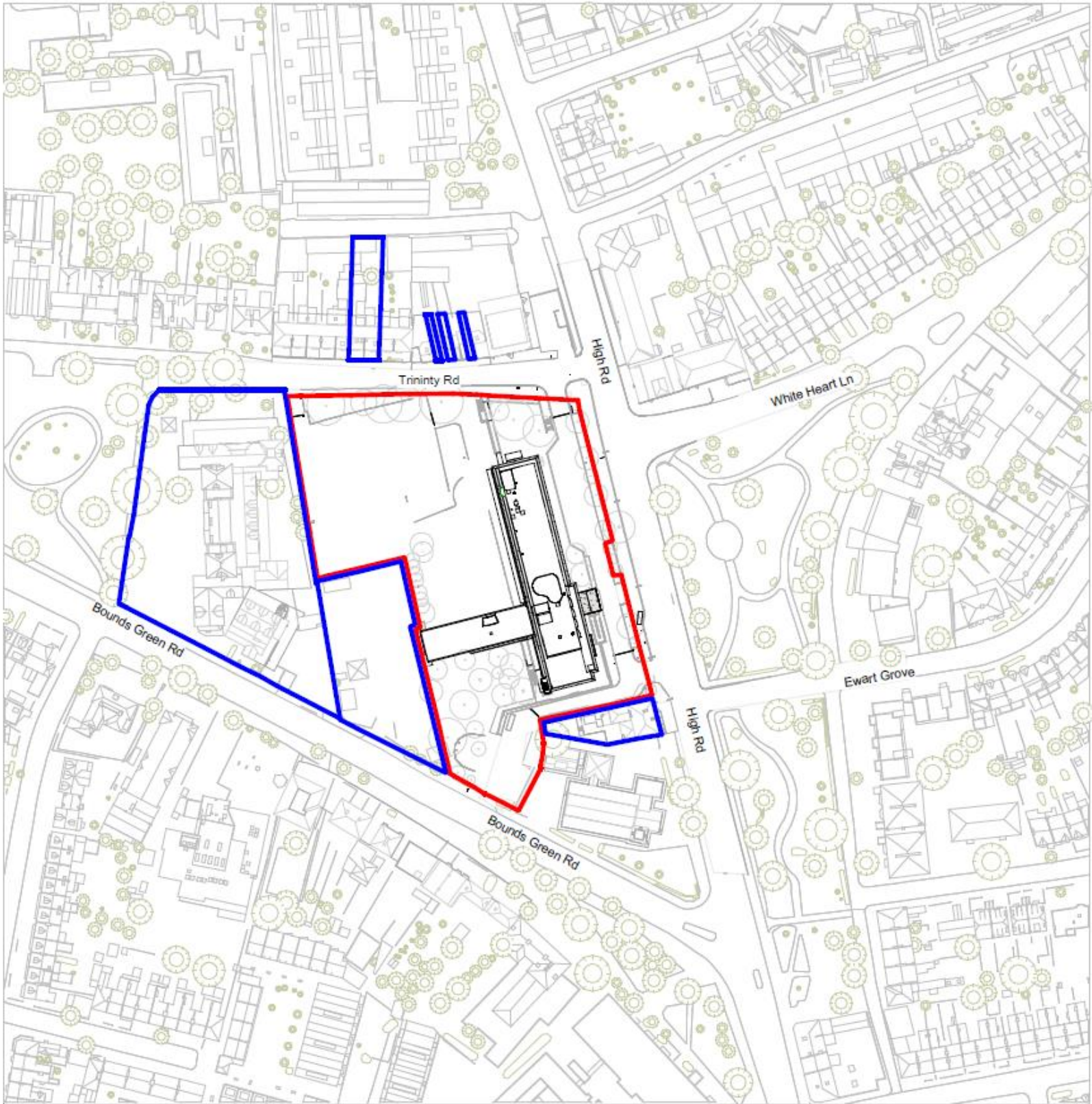
The ADCP&P agrees to secure the transfer to the appropriate account of the ADoPBSS's monitoring costs of £34,206 on or prior to the date of this Letter in accordance with paragraph 5.42 of the Council's planning obligations Supplementary Planning Document adopted March 2018.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J Kirby', with a stylized flourish at the end.

Jonathan Kirby
Assistant Director for Capital Projects & Property
on behalf of the Directorate of Placemaking and Housing

FIRST SCHEDULE
THE PLAN



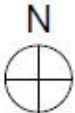
Copyright Hawkins\Brown Architects

No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All Dimensions to be checked on the site by the contractor and such dimensions to be their responsibility. All work must comply with relevant British Standards and Building Regulations requirements. Drawing errors and omissions to be reported to the architect. To be read in conjunction with Architect's specification and other consultant information.

Rev	Description	Date
P1	Planning Issue	06.04.23

LBH Land Ownership Boundary Lines / Adjacent to site to be confirm by LBH

- Key:
- LBH Land Ownership Boundary Line / Site
 - LBH Land Ownership Boundary Line / Adjacent to site



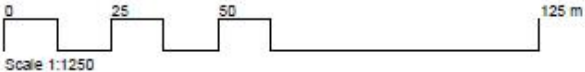
159 St John Street
London EC1V 4QJ
mail@hawkinsbrown.com
hawkinsbrown.com

Hawkins\Brown

Project
Haringey Civic Centre
High Rd,
Wood Green,
N22 8LE

Drawing
Site Location Plan

Scale 1 : 1250 @ A2		Date 15.03.23
Drawn By MG		Checked By JM
Job Number 190149	Status S2	Purpose of Issue Issued for Information
Drawing No. HCC-HBA-ZZ-RF-DR-A-008001		Rev P1



SECOND SCHEDULE

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.