

DATED 12 June 2024

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

and

(2) MAGIC LIVING LIMITED

and

(3) EURO BANK CYPRUS LTD

AGREEMENT RELATING TO LAND KNOWN AS

30-36 Clarendon Road, London N8 0DJ

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

Fiona Alderman
Head of Legal and Governance (monitoring officer)
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Legal Ref: LEG/PP/JXF/71952
Planning Ref: HGY/2022/3846

DATE

12 June

2024

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE ("Council") of the first part
- (2) **MAGIC LIVIING LIMITED** (Company Registration number 06769893) whose registered office is at Magic House, 5-11 Green Lanes, London N13 5TN ("Owner") of the second part
- (3) **EUROBANK CYPRUS LTD** (incorporated in Cyprus) whose registered office address is at 41 Arch Makarios II Avenue, 1065 Nicosia, Cyprus ("Mortgagee") of the third part

WHEREAS

- I. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- II. The Owner is the owner with freehold title absolute of part of the Property registered at the Land Registry under title number ALG93776.
- III. The Mortgagee holds a mortgage over the Owner's interest in the Property by virtue of a legal charge dated 28 September 2017 registered in the Charges Register of title number AGL93776 and is entering into this Agreement to give its consent to it and to bind its interest in the Property.
- IV. The Owner has applied to the Council for permission to develop the Property in accordance with the Application and as part of the Development has agreed to comply with the obligations, covenants and restrictions contained herein and the Owner is willing to enter into this Agreement pursuant to the provisions of section 106 of the Act and section 16 of the 1974 Act and all other enabling provisions in order to facilitate the Development.
- V. 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 executing of the Agreement to grant the Planning Permission.
- VI. The Council considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.
- VII. As the Local Highway Authority, the Council considers the Highway Works to be in the public benefit pursuant to this Agreement and Section 278 of the 1980 Act.

NOW THIS DEED WITNESSETH as follows:-

1. Enabling Powers and Interpretation

1.1. In this Agreement the following words and expressions have the following meanings:

"1972 Act"	means the Local Government Act 1972;
"1974 Act"	means the Greater London Council (General Powers) Act 1974;
"1980 Act"	means the Highways Act 1980;
"2011 Act"	means the Localism Act 2011;
"the Act"	means the Town and Country Planning Act 1990;
"Additional Affordable Housing Scheme"	means a scheme to be prepared by the Owner and submitted to the Council for its approval in accordance with this Agreement detailing the Additional Affordable Housing Units to be provided and which: (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s); (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit; (c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units; (d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing (if applicable); (e) the price and mechanism for the Transfer of the Additional Affordable Housing Units to an Affordable Housing Provider; and (f) any other information reasonably requested by the Council;
"Additional Affordable Housing Units"	means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be

	approved under clause 4.4.3d) or 4.4.3d) of this Agreement and subject to the Affordable Housing Cap;
"Additional Carbon Offsetting Contribution"	means the sum to be calculated at £2,850 (two thousand and eight hundred and fifty pounds) per tonne plus a 10% (ten percent) management fee to be agreed following a Sustainability Review between the Council and the Owner in accordance with clause 4.11 of this Agreement in relation to any proposed shortfall of the Development in meeting the 100% reduction in carbon emissions from a Building Regulations 2013 Part L compliant building, in line with London Plan policies less the Carbon Offsetting Contribution. The Additional Carbon Offsetting Contribution is to be paid by the Owner towards the Council's implementation of projects to reduce carbon emissions in its area to offset the proposed shortfall in meeting London Plan policy;
"Affordable Housing"	means housing including London Affordable Rented Housing, London Living Rent Housing and London Shared Ownership Housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;
"Affordable Housing Cap"	means no less than 40% of the Residential Units as Affordable Housing or if Public Subsidy is used no less than 50% of the Residential Units as Affordable Housing;
"Affordable Housing Plan"	means the plan annexed to this Agreement at the Third Schedule identifying the location of the Affordable Housing Units;

“Affordable Housing Provider”	means: (a) in each case either nominated or approved a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or (c) any other body specialising in the provision of Affordable Housing; in each case approved by the Council;
“Affordable Housing Target Tenure Split”	means: (a) a minimum of 21 per cent (by Habitable Room) of the Affordable Housing Units to be provided as London Affordable Rented Housing comprising 28 Habitable Room; (b) a minimum of 9 per cent (by Habitable Room) of the Affordable Housing Units to be provided as London Shared Ownership Housing comprising 12 Habitable Room; (c) a minimum of 5 per cent (by Habitable Room) of the Affordable Housing Units to be provided as London Living Rent Housing comprising 7 Habitable Room;
“Affordable Housing Units”	means no less than 35.61 per cent of the Residential Units on a Habitable Room basis to be provided as Affordable Housing comprising no less than 47 Habitable Rooms as shown on the Affordable Housing Plan to be constructed pursuant to the Planning Permission and in accordance with this Agreement and "Affordable Housing Unit" shall be construed accordingly;
“Agreed Connection Works”	means the works to enable the physical connection of the DEN to the Development as agreed through the DEN Connection Notice and DEN Feasibility Study process;
“Agreed Energy Performance Guidance”	means the London Plan (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (June 2022);

"Agreement"	means this Agreement;
"the Application"	means the planning application seeking planning permission for the Development bearing reference HGY/2022/3846;
"Apprentice" or "Apprentices"	means 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. More information about the government policy and guidance can be found at https://www.gov.uk/government/publications/apprenticeships-guide-for-employers and about apprenticeship standards and fees at https://www.institute-for-apprenticeships.org/ ;
"Apprenticeship Support Contribution"	means a financial contribution to support the recruitment process of apprenticeships to be calculated on the basis of £1,500 per Apprentice employed during the Construction Phase of the Development;
"Assigned Officer"	means the Council's economic development 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 of automatically collecting consumption, diagnostic, and status data from water meter or energy metering devices;
"Average Intermediate Housing Value"	means the average value of London Living Rent Housing or the London Shared Ownership Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner;

"Average Low Cost Rent Housing Value"	means the average value of London Affordable Rented Housing or London Social Rented Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner;
"Average Open Market Housing Value"	means the average value of Open Market Housing Unit floorspace per square metre on the Property at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner;
"Avoided Alternative Heating System Costs"	means the estimated costs that would have been incurred by the Owner to implement an alternative heating system in accordance with the Low Carbon Heating Plan that can be avoided by implementing the DEN Heating Plan PROVIDED THAT in event any such costs have been actually incurred or will be incurred, such costs shall be deducted from the Avoided Alternative Heating System Costs;
"Base Carbon Offsetting Contribution"	means the sum of £70,680 calculated at the Energy Strategy stage SUBJECT TO any revised amount for the Carbon Offsetting Contribution calculated at the Energy Plan stage using a carbon dioxide offset price of £2,850 per tonne of carbon emissions plus a 10% (ten percent) management fee in accordance with the Agreed Energy Performance Guidance based on Building Regulations Part L 2013 with SAP10 carbon factors in order to offset any proposed carbon shortfall of the Development in meeting London Plan policies that the Owner would pay as a contribution towards the Council's implementation of projects to reduce carbon emissions in its area to offset any proposed shortfall in meeting London Plan policies identified in the Approved Energy Plan assuming that the Development was not connecting to the DEN;
"Be Seen Guidance"	means the GLA 'Be Seen' energy monitoring guidance published in September 2021 as revised from time to time;

"Blue Badge Holder"	means a person who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended);
"Borough"	means the administrative area of the London Borough of Haringey;
"Build Costs"	means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Owner's quantity surveyor, costs consultant or agent but for the avoidance of doubt build costs exclude: (i) professional, finance, legal and marketing costs; (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and (iii) any costs arising from Fraudulent Transactions;
"Car Club"	means a club operated by a Car Club Operator which residents of the Development and the general public may join and which makes cars available for hire to members either on a commercial or part-subsidised rate;
"Car Club Operator"	means a company that is accredited by CoMoUK to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing;
"Carbon Offsetting Contribution"	means the amount calculated at the Energy Plan stage 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 Council 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 2013 with SAP10 carbon factors in order to offset any proposed carbon shortfall of the Development in meeting London Plan policies that the Owner would pay as a contribution to be paid towards the Council's implementation of projects to reduce carbon emissions in its area to offset any proposed shortfall in meeting London Plan policies identified in the Approved Energy Plan assuming that the Development shall connect to the DEN;
"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee;
"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
"Chargee's Duty"	means the duty imposed on the Chargee when exercising its power of sale pursuant to clause 4.3.6 of this Agreement;
"Commercial Development"	means that part of the Development comprising 560 sqm of commercial floorspace as edged green on the plan annexed to this Agreement at the Fourth Schedule;
"Commercial Site Management Parking Plan"	means a plan setting out details of the allocation and management of onsite parking spaces for Occupiers and users of the Commercial Development in order to maximise the use of public transport as well as increasing onsite disabled parking provision in line with London Plan policy and guidance;

"Commercial Travel Plan"	a plan including but not limited to the: (a) appointment of a Travel Plan Coordinator (to also be responsible for monitoring the delivery servicing plan); (b) provision of welcome induction packs containing public transport and cycling/walking information, map and timetables to every new tenant/organisation and employee; (c) provision of cyclist facilities (lockers, changing rooms, showers, drying rooms for the non-residential uses); and (d) the Commercial Site Management Parking Plan;
"Commercial Travel Plan Co-Ordinator"	means 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;
"CoMoUK"	means the national charity promoting responsible car use;
"Completion Notice Date"	the date when the Council confirms that the Development has been completed in accordance with the Planning Permission and the terms of this Agreement to its satisfaction;
"Component"	means a part of the Development including but not limited to: (a) Open Market Housing Units; (b) Affordable Housing Units; (c) Additional Affordable Housing Units; (d) commercial units; (e) any other floorspace; (f) property; and (g) land;
"the Considerate Constructors Code of Practice"	means the code made pursuant to the Considerate Constructor's Scheme and annexed hereto at the Second Schedule;
"Construction Partnership"	means a partnership operating within the Borough to help coordinate and promote supporting Residents and persons into training or

	employment opportunities as may be notified by the Council to the Owner from time to time;
"Construction Phase"	means the period from the Implementation Date (including all demolition and site enabling works) until the Completion Notice Date;
"Construction Skills Certification Scheme"	means the construction skills certification scheme within the UK construction industry (as outlined on their website https://www.cscs.uk.com/);
"Contributions"	means the Carbon Offsetting Contribution and the Construction Logistics Plan Monitoring Contribution and the Construction Logistics and Management Plan Monitoring Contribution and the Travel Plan Monitoring Contribution and Traffic Management Order Contribution, each of which is "Contribution";
"Construction Logistics and Management Plan"	means a plan which sets out the measures that the Owner will adopt in undertaking the demolition of the existing buildings at the Property and the construction of the Development using good site practices in accordance with the Considerate Constructor's Code of Practice to ensure that the construction of the Development during the Construction Phase can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network which shall include (but not limited to): (a) routing of excavation and construction vehicles, including a response to existing or known projected major building works at other sites in the vicinity and local works on the highway; (b) the estimated number and type of vehicles per day/week; (c) estimates for the number and type of parking suspensions that will be required; and (d) details of measures to protect pedestrians and other highway users from construction activities on the highway;

"Construction Logistics and Management Plan Monitoring Contribution"	Means the sum of £5,000 (Five Thousand Pounds) to be paid by the Owner to the Council in respect of the Council's costs of monitoring the Construction Logistics and Management Plan;
"Date of Deemed Service"	means, in each instance where a Chargee has served a Default Notice under clause 4.3.5: a) in the case of service by delivery by hand of the Default Notice to the Council's offices at at Civic Centre, Wood Green, London, N22 8LE marked for the attention of the Head of Legal and Governance and the Assistant Director of Planning during the hours of 9 am until 5 pm on a Working Day, the date on which the Default Notice is so delivered; or b) in the case of service by using first class registered post to the Council's offices at at Civic Centre, Wood Green, London, N22 8LE marked for the attention of the Assistant Director of Corporate Governance and the Assistant Director of Planning, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise);
"Default Notice"	means a notice in writing served on the Council by the Chargee under clause 4.3.5 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
"Deferred Carbon Offsetting Contribution"	means the difference between the Base Carbon Offsetting Contribution and the Carbon Offsetting Contribution (subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Deferred Carbon Offsetting Contribution or part thereof is paid) plus a 10% (ten percent) management fee payable by the Owner in accordance with the terms of this Agreement in the event that the Development does not connect to the DEN, such amount to be used

	towards the Council's implementation of projects to reduce carbon emissions in its area and in order to compensate for unachieved carbon reduction targets arising from the Development;
"DEN"	means a district energy network that will serve the Development and/or the surrounding area;
"DEN Connection Costs"	means any reasonable charge which the Owner is required to pay to the DEN Provider to connect the Development to the DEN pursuant to the DEN Connection Notice but which for the avoidance of doubt shall not exceed the amount of the Deferred Carbon Offsetting Contribution plus the Avoided Alternative Heating System Costs;
"DEN Connection Notice"	means a notice provided by the DEN Provider to the Owner specifying that it proposes to implement the DEN and which shall include the following details: a) the anticipated programme for implementation of the DEN and connection to the DEN (to be no more than 10 years from the date of this Agreement); b) a business plan demonstrating a credible and viable proposal for the implementation of the DEN and for the future operation of an associated energy supply company, in accordance with the programme set out at (a) above, including a funding strategy (provided that the DEN Provider shall not be required to share such information unless the Owner agrees to maintain the confidentiality of such information); c) Proposed commercial terms for the supply agreement governing the supply of heat by the DEN to include (without limitation) tariff arrangements and other costs, DEN operational practices, standards of service/availability for the heat supply; any conditions attached to or obligations upon the Owner in relation to the supply of heat; d) a proposed DEN connection agreement which shall include technical details of the physical connection to the DEN (including capacity of supply); e) an initial DEN Design and programme;

	f) a proposed delivery plan covering payment arrangements of any DEN Connection Costs, a process for finalising the DEN Design and obtaining any necessary consents, undertaking connection works; g) proposed arrangements and mechanisms to allow the DEN Provider access to the DEN within the Property (such arrangements to be on reasonable terms and for a peppercorn consideration); h) confirmation that the DEN Provider has all necessary consents and authorisations to issue the DEN Connection Notice and further has the necessary approvals for the business case for the implementation of the DEN and establishment of the associated energy supply company; and confirmation as to whether the DEN Provider intends to procure the Owner to carry out any of the connection on behalf of the DEN Provider PROVIDED THAT such procurement shall be on reasonable terms and the DEN Provider shall reimburse the Owner for the cost of carrying out such works from the DEN Connection Costs;
"DEN Design"	means the design for the Agreed Connection Works and the design for any works required within the Property to connect the DEN directly to the Development, each to be in accordance with the DEN Specification;
"DEN Feasibility Study"	means study commissioned by the Owner to assess the feasibility and financial viability of connecting to the DEN and if applicable how the Development will be connected to the DEN which shall include details and an assessment of the following: (a) confirmation of the heat loads of the Development (so that the DEN Provider can assess if the DEN is capable of providing sufficient heat to the Development); (b) the costs and technical feasibility associated with installing such plant, equipment and/or infrastructure at the Development to facilitate the physical connection to the DEN in line with the Council's proposal and the DEN Connection Costs; (c) whether the DEN Provider's proposed terms for the connection and supply agreement are fair and reasonable by reference to

	the technical performance criteria, costs and supply availability of the on-site heating solution and those that can be obtained on the market, having regard to the intention that the Owner shall not have to pay the Deferred Carbon Offsetting Contribution if the Development connects to the DEN; and (d) any requirement for consultation with the Occupiers of the Residential Units under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with Occupiers; whether connection to the DEN will further reduce the carbon emissions of the Development (and for the avoidance of doubt it will not be considered feasible to connect to the DEN, if such connection would result in an uplift in the carbon emissions of the Development);
"DEN Heating Plan"	means a detailed plan required to be submitted as part of the Energy Plan showing how the Development shall connect to the DEN, including: (a) details of the Energy Centre serving the Development; (b) any temporary arrangements for heat supply in advance of a connection to the DEN; (c) the proposed connection points for the DEN to the Energy Centre; (d) 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 site wide heating network, ensuring heat supply to all units is not interrupted; and (e) confirmation that there is a clear and a safeguarded route designed through the site to enable connection and installation of pipework from the Development to boundary with the public highway/edge of the site. This will include appropriate drawing demonstrating the route, and ensuring that any sub-ground obstacles have been identified and removed;

	the expected 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;
"DEN Provider"	means the Council or an owner or provider of the DEN nominated by the Council provided that the Council has procured that any third party shall use reasonable endeavours to engage with the Owner;
"DEN Specification"	means the that sets out the DEN standards for Energy Centre(s), primary district heating network, substations, secondary district heating networks and all metering to be agreed between the Owner and the Council/DEN Provider;
"Design and Quality Standards"	means the standards for new homes in London published by the GLA and set out in the Housing Standards Minor Alterations to the London Plan published in March 2016 and the Housing Supplementary Planning Guidance published in May 2016 or any updating guidance;
"the Development"	means development of the Property consisting of the demolition of the existing buildings and construction of a part two, six, eight and eleven storey building plus basement mixed use development comprising 51 residential units and 560 sqm of commercial floorspace, with access, parking and landscaping in accordance with the documents submitted with the Application and the Planning Permission;
"Development Viability Information"	means (a) in respect of Formula 1a: (i) Early Stage Review GDV; and (ii) Early Stage Review Build Costs; (b) in respect of Formula 2: (i) Average Open Market Housing Value (ii) Average Low-Cost Rent Housing Value; and (iii) Average Intermediate Housing Value; including in each case supporting evidence to the Council's reasonable satisfaction;

"Due Date"	the date upon which any payment due under any of the provisions of this Agreement is to be made;
"Early Stage Review Build Costs"	means the sum of: a) the estimated Build Costs remaining to be incurred; and b) the Build Costs actually incurred at the Early Stage Review Date;
"Early Stage Review Date"	means the date of the submission of the Development Viability Information pursuant to clause 4.4.2;
"Early Stage Review GDV"	means the sum of: a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable);
"Early Stage Review GDV"	means the sum of: a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable);
"Eligible Renter"	means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 and who meets

	the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;
"Eligible Purchaser"	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 SAVE THAT each first sale of a Shared Ownership Housing Unit must be sold in accordance with the Intermediate Housing Bands;
"Employment and Skills Plan"	means the plan to be submitted to the Council and containing the information outlined under clause 4.10.1;
"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;
"Energy Centre"	means a Plant Room containing heat generation plant, thermal storage, or substations which may be designed to serve the building or customers outside the Development;

"Energy Plan"	means a review of the Energy Strategy, to be submitted to the Council by the Owner in accordance with this Agreement and containing information in relation to the Development's energy requirements and performance and how these will be met and shall comprise the following details: a) new overheating study and proposed mitigation; b) Development's potential to integrate combined heat and power; c) supply of heat and energy to the Development; d) 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; e) the amount and calculation of the Deferred Carbon Offsetting Contribution (if applicable); f) DEN Heating Plan; and g) Low Carbon Heating Plan;
"Energy Strategy"	means the energy strategy prepared by XCO2 dated May 2023 approved by the Council as part of the Application;
"External Consultant"	means the external consultant(s) appointed by the Council to assess the Development Viability Information;
"Excluded DEN Costs"	means the following costs that may be incurred by the Owner: a) financial payments that the Owner is required to make under the terms of this Agreement (including the DEN Connection Costs); b) the impact on the value of the Property granting easements (in the event that such easements are agreed between the Parties acting reasonably as being necessary) in accordance with the Approved Energy Plan; c) the costs (including professional costs) of negotiating the DEN Connection Notice, the DEN Design, easements and any other agreements required for connection to the DEN; and any costs associated with clause 4.13.1 e);
"Formula"	means Formula 1a and/or Formula 2 as the context so permits;

"Formula 1a"	means the formula identified as "Formula 1a" within the Fifth Schedule of this Agreement;
"Formula 2"	means the formula identified as "Formula 2" within the Fifth Schedule of this Agreement;
"GLA"	means the Greater London Authority or any successor in statutory function;
"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;
"Highway Agreement"	means an agreement under section 278 of the 1980 Act and any other enabling powers to be entered into between the Parties in accordance with this Agreement in relation to the Highways Works which shall be carried out by the Council at the cost of the Owner;
"Highway Works"	means the works to Clarendon Road which shall include (but without limitation) cross over, footway and associated works together with detail designs and Stage 1 and Stage 2 road safety audits;
"Homes England"	means the non-departmental government body that funds and regulates Affordable Housing Providers (and any successor organisation of the same statutory function);
"Household"	means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a London Living Rent Housing Unit (as appropriate) share that London Shared Ownership Housing Unit or London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons;

"Household Income"	means in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household;
"Index"	means the All Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the All Items Index of Retail Prices becomes no longer maintained;
"Intention Notice"	means a notice in writing served on the Chargee by the Council under clause 4.3.6 that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
"Intermediate Housing"	means London Living Rent Housing, London Shared Ownership Housing or all or any of them (as the context requires);
"the Implementation Date"	the date of implementation of the Planning Permission by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly;
"Intermediate Housing Bands"	means the income bands and criteria set out in the Marketing Plan;
"London Affordable Rented Housing"	means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is: (a) including Service Charges, up to 80 per cent of local market rents; and (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance;
"London Affordable Rented Housing Units"	means the 21 per cent Affordable Housing Units shown on the Affordable Housing Plan coloured pale grey comprising 28 Habitable

	Rooms to be made available for London Affordable Rented Housing in accordance with this Agreement together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing;
"London Living Rent Housing"	means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy at rents not exceeding the relevant maximum rents published by the GLA annually and on the basis that average annual housing costs, including rent and Service Charges must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report;
"London Living Rent Housing Units"	means the three Affordable Housing Units as shown on the Affordable Housing Plan coloured mauve comprising 7 Habitable Rooms to be made available for London Living Rent Housing in accordance with this Agreement together with any Additional Affordable Housing Units which are to be delivered as London Living Rent Housing;
"London Living Wage"	means 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 London Borough of Haringey; more information can be found at https://www.livingwage.org.uk/ ;
"London Plan"	means the London Plan published in March 2021 as revised from time to time;
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;

"London Shared Ownership Housing"	means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that average annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report;
"London Shared Ownership Housing Units"	means the 8 per cent Affordable Housing Units as shown on the Affordable Housing Plan coloured pale green comprising 12 Habitable Rooms to be made available for London Shared Ownership Housing in accordance with this Agreement together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing;
"Low Carbon Heating Plan"	means a detailed plan required to be submitted as part of the Energy Plan which sets out alternative permanent arrangements for supplying heat to the site wide heat network in the event the Development does not ultimately connect to the DEN including: (a) details of the Energy Centre serving the Development and demonstrating how the Owner will use all reasonable endeavours to delay expenditure on plant and machinery to the extent possible in relation to such plant and machinery which would be redundant if the Energy Centre were to connect to the DEN; (b) details of any modifications required to the design of the Development to ensure there is sufficient space to accommodate the Energy Centre required for this low carbon heating plan;

	(c) any temporary arrangements to heat the Development in advance of the proposed permanent heating solution; the expected 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 including the amount and calculation of the Carbon Offsetting Contribution associated with this option;
"Low Cost Rent Housing"	means Social Rented Housing or London Affordable Rented Housing or both (as the context requires);
"Market Value"	means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming: (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;
"Marketing Evidence"	means evidence to be submitted by the Owner to the Council demonstrating compliance with the relevant Approved Marketing Plan including any information that the Council may reasonably request;

"Marketing Plan"	means a plan for marketing advertising and promoting the Intermediate Housing Units in phases to households meeting the following criteria: <table><tr><td>Band 1</td><td>Pre-completion and 3 months post completion</td><td>Those living or working in Haringey with a maximum annual income of £45,000 for 1 and 2 bed properties £60,000 for larger properties.</td></tr><tr><td>Band 2</td><td>3-6 months post completion</td><td>Those living or working in London with a maximum annual income of £60,000.</td></tr><tr><td>Band 3</td><td>From 6 months post completion</td><td>Those living or working in London with a maximum annual income of £90,000.</td></tr></table>	Band 1	Pre-completion and 3 months post completion	Those living or working in Haringey with a maximum annual income of £45,000 for 1 and 2 bed properties £60,000 for larger properties.	Band 2	3-6 months post completion	Those living or working in London with a maximum annual income of £60,000.	Band 3	From 6 months post completion	Those living or working in London with a maximum annual income of £90,000.
Band 1	Pre-completion and 3 months post completion	Those living or working in Haringey with a maximum annual income of £45,000 for 1 and 2 bed properties £60,000 for larger properties.								
Band 2	3-6 months post completion	Those living or working in London with a maximum annual income of £60,000.								
Band 3	From 6 months post completion	Those living or working in London with a maximum annual income of £90,000.								
"Mayor's Funding Guidance"	means "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;									
"Metering Strategy"	means the information submitted to the Council as per condition 29 of the Planning Permission;									
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under clause 4.3.5, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council);									

"Nominations Agreement"	means an agreement to be entered into between the Council as local housing authority and the Affordable Housing Provider giving the Council nomination rights for 100% of initial lettings and 75% relets of the London Living Rent Housing Units and the London Affordable Rent Housing Units;
"Occupation Date"	means the date on which any part of the Development (or any part or phase) is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase) and the terms "Occupy" "Occupied" and "Occupation" shall be construed accordingly;
"Occupier(s)"	means 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;
"Open Market Housing Units"	means the Residential Units as shown on the Affordable Housing Plan coloured pale yellow comprising 85 Habitable Rooms which are to be sold or let on the open market and which are not Affordable Housing Units;
"Option"	means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with clause 4.3.7 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units;
"the Parties"	means the parties to this Agreement and their successors in title and the term Party shall be construed accordingly;
"Payment Form"	means the form to be used by the Owner when making financial payments to the Council in accordance with this Agreement as set out in the Sixth Schedule of this Agreement;
"Planning Obligations Monitoring Officer"	means an officer of the Council from time to time allocated to deal with and monitor all obligations;

"the Plan"	means the plan annexed as the First Schedule to this Agreement;
"the Planning Permission"	means 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;
"Practical Completion"	the date on which the Development (or relevant part of it) is properly certified as practically complete by the Owner's 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);
"Priority Groups"	means Haringey residents facing barriers into work including the unemployed, young people, care leavers, residents with disabilities both physical and mental, women, people from Black, Asian and Minority Ethnic backgrounds, low earners, people over 50 and those who are digitally excluded;
"the Property"	means the land and premises known as 30-34 (even) and part of 36 Clarendon Road, Hornsey, London N8 0DJ shown indicatively edged in red on the Plan;
"Protected Tenant"	means any tenant of an Affordable Housing Unit who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of the Affordable Housing Unit; (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of the Affordable Housing Unit; or (c) has been granted a shared ownership lease of the Affordable Housing Unit by an Affordable Housing Provider (or similar

12 June	arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) and who has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire leasehold interest in the Affordable Housing Unit;
"Public Subsidy"	means funding from the Council and/or the GLA and/or Homes England (or any successor organisations) together with any additional public subsidy secured by the Owner to support the delivery of the Development;
"Relevant Review Date"	means the Early Stage Review Date;
"Rent Guidance"	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation;
"Rent Standard"	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2019 issued by the Department for Communities and Local Government in February 2019 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2020 or such other replacement guidance or direction or legislation;
"Resident"	means 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;

"Residential Travel Plan"	means a plan: (a) setting out ways to encourage sustainable transport to and from the Residential Units; (b) setting out ways to achieve an 8% cycle mode share by the 5th anniversary of the Occupation Date; (c) containing amongst other things the provision of welcome residential induction packs to Occupiers of the Residential Units containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan; and (d) any other information reasonably requested by the Council;
"Residential Travel Plan Co-Ordinator"	means a person appointed to liaise with the Council in the submission and agreement of the Residential Travel Plan and on compliance therewith and to be responsible for promoting the Residential Travel Plan to Occupiers of the Residential Units;
"Resident's Parking Permit"	means a permit issued under the Traffic Management Order which permits the holder to park in accordance with the Traffic Management Order;
"Residential Units"	means the 51 units of residential accommodation comprising 132 Habitable Rooms to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units and "Residential Unit" shall be construed accordingly;
"Sale"	means: a) the sale of the freehold of a Component; or b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent and "Sold" shall be construed accordingly;

"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit, London Living Rent Housing or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit, London Living Rent Housing or London Shared Ownership Housing Unit;
"Skills Contribution"	means 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;
"Skills-Based Training"	means a training program 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. For further information, visit https://www.gov.uk/government/publications/sector-based-work-academies-employer-guide/sector-based-work-academies-employer-guide ;
"Social Rented Housing"	means rented housing owned and managed by the Council or an Affordable Housing Providers and let at no more than Target Rents;
"Staircasing"	means the acquisition by a London Shared Ownership lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and "Staircased" shall be construed accordingly;

"STEM and Career Inspirational Sessions"	means developing long-term relationships with local organisations and working closely with them to deliver practical activities relevant to the construction industry including in Science Technology Engineering and Maths (STEM) and details of how the activities will be delivered. The format of such sessions to be agreed with the Employment and Skills Team as part of the Employment and Skills Plan;
"Substantial Implementation"	means the construction of ground floor slab in respect of the Development;
"Substantial Implementation Target Date"	means the date 24 months from but excluding the date of grant of the Planning Permission;
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;
"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: 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;

"Target Rents"	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance (as applicable) from time to time;
"Target Return"	means profit on value of 15 per cent being the blended profit of the Open Market Housing Units, the Affordable Housing Units and any other Component of the Development as a percentage of gross development value;
"Total DEN Connection Costs"	means any costs incurred by the Owner directly related to connecting to the DEN including the DEN Connection Costs but not including the Excluded DEN Costs, such costs to be capped at the Deferred Carbon Offsetting Contribution plus the Avoided Alternative Heating System Costs;
"the Traffic Management Order"	means a relevant order made under the Road Traffic Regulation Act 1984 (as amended) which establishes a controlled parking zone in which the Property is situated;
"the 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 associated with amending the Traffic Management Order and advertising the same which amendment shall remove the Development from those premises the residents of which may apply for a Resident's Parking Permit;
"Traineeships"	means a skills development programme for Young Residents that consists of training delivered by a training provider/work placement for a period of 6 weeks to 1 year including: • a minimum of 70 hours of meaningful and high quality work experience over the duration of the traineeship and as agreed with the traineeship provider; • constructive feedback and advice to the trainee;

	• an interview for an apprenticeship or job in Owner's organisation at the end of the traineeship if one is available; • an exit interview at the end of the traineeship with meaningful written feedback if no job is available; For more information visit: https://www.gov.uk/guidance/traineeship-information-for-employers;
"Transfer"	means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and "Transferred" shall be construed accordingly;
"Travel Plan Monitoring Contribution"	means the sum of £20,000 (Twenty Thousand Pounds) to be paid by the Owner to the Council in respect of the Council's costs of monitoring the Residential Travel Plan and the Commercial Travel Plan;
"Wheelchair Units"	Means a minimum of 10% (ten percent) of the total number of Residential Units to be provided as wheelchair accessible or easily adaptable for wheelchair use (Part M4 (3) 'wheelchair user dwellings' of the Building Regulations 2015) in accordance with the Planning Permission;
"Work Placements"	means the procurement of Residents aged 14+ to undertake work experience taking place for a minimum of 5 days (20hrs);
"Working Days"	any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday; and
"Young Resident"	means a person who is a Resident or for whom the Council has a corporate parenting responsibility and who are aged 16 - 24 years and not in employment, education, and training.

1.2. This Agreement is made pursuant to section 106 of the Act, section 111 of the 1972 Act, section 16 of the 1974 Act, section 278 of the 1980 Act, section 1 of the 2011 Act and any other enabling statutory provisions.

1.3. Words importing the singular shall include the plural and vice versa.

- 1.4. Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.
- 1.5. The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.6. Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.7. Any obligation, covenant, undertaking or agreement by any Owner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.

2. Taking Effect

This Agreement shall have immediate effect save for clause 4 which shall take effect on the date on which the Planning Permission is granted.

3. Application of enabling powers

- 3.1. It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act (save for clause 8.2) and that the Council is the local planning authority by whom they may be enforced and all covenants and conditions in this Agreement are enforceable by the Council pursuant to section 16 of the 1974 Act and all other enabling statutory provisions as noted above.
- 3.2. It is further agreed that the Council is highways authority for the purposes of the 1980 Act for whom clause 0 can be enforced.
- 3.3. Both positive and restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

- 3.4. No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.5. This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission shall be quashed or revoked or otherwise withdrawn or expires without prior Implementation.

4. Obligations of the Owner

The Owner hereby covenants and undertakes for itself and its successors in title with the Council as follows:

4.1. General

- 4.1.1 Not to carry out continue or procure the Development without performing and observing the obligations stipulations and other matters set out in this Agreement and on the part of the Owner to be performed and observed unless otherwise agreed in writing by the Parties.
- 4.1.2 Subject to compliance with all health and safety requirements to permit the Planning Obligations Monitoring Officer access to the Property during the carrying out of the Development to inspect whether the provisions of this Agreement are being observed and performed in accordance with this Agreement.
- 4.1.3 Not to encumber or otherwise deal with their interest in the Property or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out.

4.2. The Contributions

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Contributions except for the Construction Logistics and Management Plan and Construction Logistics Plan.

4.2.2 Not to:

- (i) Implement, cause or permit Implementation of the Development;
- (ii) Occupy or cause or permit the Occupation of the Development or any part thereof;
- (iii) use or cause or permit the use of the Development or any part thereof;

until such time as the Council has received the Contributions except for the Construction Logistics and Management Plan and Construction Logistics Plan in full by direct bank transfer to the Council's bank in accordance with clause 7.1.

4.2.3 No less than 6 (six) months prior to Implementation to pay to the Council the Contributions except for the Construction Logistics and Management Plan and Construction Logistics Plan.

4.2.4 Not to:

- (iv) Implement, cause or permit Implementation of the Development;
- (v) Occupy or cause or permit the Occupation of the Development or any part thereof;
- (vi) use or cause or permit the use of the Development or any part thereof;

until such time as the Council has received the Construction Logistics and Management Plan and Construction Logistics Plan in full by direct bank transfer to the Council's bank in accordance with clause 7.1.

4.3 Affordable Housing

4.3.1 To provide the Affordable Housing Units in accordance with the Affordable Housing Plan and the Affordable Housing Target Tenure Split and which shall be used solely for Affordable Housing in perpetuity (subject to clause 0).

4.3.2 That the Affordable Housing Units shall be designed and constructed in accordance with Design and Quality Standards.

4.3.3 Not to Occupy or permit Occupation or use the Affordable Housing Units other than as Affordable Housing in accordance with this Agreement and the Nominations Agreement for the lifetime of this Development save that this obligation shall not be binding on:

- (i) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
- (ii) any Chargee exercising a power of sale in respect of the Affordable Housing Units following a default under the terms of a mortgage or charge thereof provided that the Chargee shall have first complied with the Chargee's Duty; or
- (iii) any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to such purchaser or any person deriving title from such purchaser PROVIDED THAT such mortgagee has complied with the Chargee's Duty.

4.3.4 Not to Occupy the Open Market Housing Units until:

- (i) all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and the terms of this Agreement and made ready for residential Occupation and written notification of such has been received by the Council;
- (ii) all of the Affordable Housing Units have been Transferred to the Affordable Housing Provider or the Council (as applicable) on terms that accord with relevant GLA funding requirements current at the date of acquisition of the Affordable Housing Units by the Affordable Housing Provider or the Council (as applicable); and
- (iii) the Affordable Housing Provider has entered into a Nominations Agreement (if applicable) in respect of the Affordable Housing Units.

- 4.3.5 In order to dispose of the Affordable Housing Units free of the affordable housing obligations in clause 4.3 of this Agreement, a Chargee must first:
- a) serve a Default Notice on the Council by delivery by hand to the Council's offices at Civic Centre Wood Green London N22 8LE during 9am to 5pm on week days or using first class registered post to the Council's offices at Civic Centre Wood Green London N22 8LE in either case addressed to the Head of Legal and Governance and the Assistant Director of Planning of the Council prior to seeking to dispose of the relevant Affordable Housing Units;
 - b) when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and
 - c) subject to clause 4.3.10 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with clause 4.3.7 below.
- 4.3.6 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.
- 4.3.7 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:
- a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - b) the price for the sale and purchase will be agreed in accordance with clause 4.3.8b) below or determined in accordance with clause 4.3.9 below;
 - c) provided that the purchase price has been agreed in accordance with clause 4.3.8b) below or determined in accordance with clause 4.3.9 below, but subject to clause 4.3.7d) below, the Council (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - d) the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
 - e) any other terms agreed between the parties to the Option (acting reasonably).

4.3.8 Following the service of the Intention Notice:

- a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- b) the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
 - i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in clause 4.3 of this Agreement; and
 - ii) (unless otherwise agreed in writing between the Council (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

4.3.9 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to clause 4.3.8b) above:

- a) the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- b) if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- c) the independent surveyor shall determine the price reasonably obtainable referred to at clause 4.3.8b)i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
- d) the independent surveyor shall act as an expert and not as an arbitrator;

- e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- f) the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

4.3.10 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in clause 4.3 of this Agreement which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

- a) the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- b) the Council (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- c) the Council (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

4.3.11 The Council (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under clauses 4.3.5 to 4.3.10 above (inclusive).

4.3.12 That in respect of any of the Affordable Housing Units the net receipt accruing to any Affordable Housing Provider from the sale of any of the Affordable Housing Units will be recycled in accordance with regulations and directions made by the GLA from time to time.

4.3.13 Not to amalgamate or sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit.

London Living Rent Housing Units

- 4.3.14 Not to sell a London Living Rent Housing Unit (or any number of them) or any share of such a unit to an Eligible Renter or any other persons other than to an Affordable Housing Provider or the Council (as applicable) to let such unit in accordance with this Agreement.

Shared Ownership Housing

- 4.3.15 No less than 6 (six) months prior to first Occupation of the Intermediate Housing Units to submit a Marketing Plan to the Council for its approval and in the event of any refusal by the Council to approve the Marketing Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Marketing Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit the Occupation of the Intermediate Housing Units or any part thereof until the Marketing Plan has been submitted to and approved by the Council ("**the Approved Marketing Plan**") PROVIDED THAT in the event the Council has not provided a response within 20 Working Days of receipt of the Marketing Plan the occupation restriction in this clause shall cease to apply.
- 4.3.16 Unless otherwise agreed in writing with the Council, to carry the Development in accordance with the relevant Approved Marketing Plan and to only offer and market the Intermediate Housing Units in accordance with the relevant Approved Marketing Plan and not to Occupy or cause or permit the Occupation of the any Intermediate Housing Units until the Marketing Evidence has been submitted to and approved in writing by the Council PROVIDED THAT in the event the Council has not provided a response within 20 Working Days of receipt of the Marketing Evidence the occupation restriction in this clause shall cease to apply.
- 4.3.17 If any Intermediate Housing Units remain unsold after the time period identified in the Marketing Plan and the Council has confirmed in writing that it is satisfied that the Owner has complied with the Approved Marketing Plan having regard to the Marketing Evidence then to procure that the Affordable Housing Provider sells, markets, advertises, promotes and prioritises those Intermediate Housing Units in accordance with the Intermediate Housing Bands to the following people in order of priority or such other order of priority as notified by the Council in writing from time to time:
- a) Local Registered Provider (RP) and London Borough of Haringey tenants;
 - b) London Borough Haringey Housing Waiting List;
 - c) Local people living and/or working in London Borough of Haringey;
 - d) Local people living and/or working in the North Sub Region;
 - e) People living and/or working in any London Borough;
 - f) Armed forces personnel;
 - g) Any other person.

Option to purchase

4.3.18 The Owner shall offer the Council the Transfer of the Affordable Housing Units and for a period of 6 (six) months prior to the Occupation Date ("**the 6 Month Period**") shall co-operate in good faith and use reasonable endeavours to secure such Transfer of the Affordable Housing Units and not to Transfer or permit the Transfer of the Affordable Housing Units to an Affordable Housing Provider until either expiry of the 6 Month Period or written confirmation from the Council that it is satisfied that the Owner has discharged its obligations under this clause and clause 4.3.19 or confirms that it does not intend to take Transfer of the Affordable Housing Units.

4.3.19 In relation to clause 4.3.18, the Council and the Owner shall use reasonable endeavours to agree the purchase price for the Affordable Housing Units but in the event of failure to agree the purchase price the matter shall be determined by an independent surveyor having at least 10 years' experience in the valuation of affordable /social housing within the London area and will be appointed by agreement between the Parties of failing such agreement and upon application by either party by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy, due regard being had to all the restrictions imposed upon the Affordable Housing by this Agreement.

4.4 **Viability**

4.4.1 Early Viability Trigger

- a) The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 15 (fifteen) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- b) No later than ten 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.

- c) Following the Owner's notification pursuant to clause 4.4.1a), the Owner shall afford the Council access to the Property to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
 - a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - b) comply with relevant health and safety legislation; and
 - c) at all times be accompanied by the Owner or its agent.

- d) No later than 28 (twenty eight) Working Days after the Council receives
 - a) notice pursuant to clause 4.4.1a); or
 - b) if the Council makes a request under clause 4.4.1b), the additional documentary evidence;

the Council shall inspect the Property and thereafter provide written confirmation to the Owner within 10 (ten) Working Days of the inspection date as to whether or not the Council considers that the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

- e) If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then this clause 4.4.1 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to clause 4.4.1d) that the Substantial Implementation has been achieved.

- f) The Owner shall not Occupy the Development or any part thereof until:
 - a) the Council has notified the Owner pursuant to clause d) that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
 - b) the Council has notified the Owner pursuant to clause 4.4.3d) that no Additional Affordable Housing Units are required; or
 - c) if the Council notifies the Owner pursuant to clause 4.4.3d) that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to clause 4.4.3d) or 4.4.3e).

4.4.2 Submission of Development Viability Information and other information

- a) Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under clause 4.4.1d)):
 - a. the Owner shall submit the following information no later than 28 (twenty eight) Working Days after the date on which the Owner is notified pursuant to clause 4.4.1d) that the Substantial Implementation has not been achieved, on the basis that the Council may make such information publicly available:
 - i. the Development Viability Information for Formula 1a and Formula 2;
 - ii. 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 Housing Units can be provided subject to the Affordable Housing Cap and Local Plan policy tenure split; and
 - iii. where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and
 - b. clause 4.4.3 and 4.4.4 shall apply.

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

- a) The Council shall assess the information submitted pursuant to clause 4.4.2 and assess whether in its view Additional Affordable Housing 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.
- b) The Council may appoint an External Consultant to assess the information submitted pursuant to clause 4.4.2.

- c) In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 15 (fifteen) Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 subject to the Affordable Housing Cap and Local Plan policy tenure split.
- d) When the Council or its External Consultant has completed its assessment of the information submitted pursuant to clause 4.4.2 and this clause, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.
- e) Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council for within 10 (ten) Working Days of the date on which it receives the Council's notice pursuant to clause 4.4.3d).
- f) If the Council's assessment pursuant to clause 4.4.3d) concludes that:
 - a. a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or
 - b. a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;
 then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.
- g) The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to clause 4.4.2 including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.

4.4.4 Delivery of Additional Affordable Housing

- a) Where it is determined pursuant to clause 4.4.3d) that one or more Additional Affordable Housing Units are required the Owner shall not Occupy the Open Market Housing Units unless and until it has:
 - a. practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and
 - b. paid any remaining surplus profit pursuant to clause 4.4.3f) to the Council towards the delivery of offsite Affordable Housing within the Borough.
- b) The Parties agree that the terms of clause 4.3 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

4.4.5 Monitoring

- a) The Owner acknowledges and agrees that the Council may report to the GLA the number and tenure of the Affordable Housing Units by units and Habitable Room.
- b) The Owner acknowledges and agrees that after each of:
 - (i) the approval of the Additional Affordable Housing Scheme pursuant to clause 4.4.3d) or,
 - (ii) if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under clause 4.4.3d);the Council may report to the GLA the following information (to the extent that they are applicable):
 - a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
 - b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and
 - c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to 4.4.3f).

4.5 Car-Free Development

4.5.1 The Property shall not be used and/or Occupied by anyone who has a Resident's Parking Permit save for the application of clause 4.5.5.

4.5.2 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.

4.5.3 Prior to the Occupation of each Residential Unit each resident shall be informed by the Owner of the contents of this Agreement and that as a result they shall not be entitled to apply for a Resident's Parking Permit from the Council and any disposal licence transfer lease or tenancy to any resident shall contain an obligation for the resident to comply with and raise no objection to the provisions of clauses 4.5.1 and 4.5.2 above in substantially the form set out below:

"the transferee/lessee for himself and his successors in title being the owner or owners for the time being of the terms of years hereby granted hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Haringey ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for a resident's parking permit in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1 SAVE THAT any resident who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended) shall be entitled to resident's parking permit."

4.5.4 Any advertisement in relation to the marketing or sale of any Residential Unit within the Development is to include specific reference that the Development is subject to the restrictions in this clause 0.

4.5.5 The restrictions in clauses 4.5.1-4.5.4 shall not apply in respect of any Occupier of the Development who is a Blue Badge Holder.

4.6 Car Club

4.6.1 To liaise with a Car Club Operator or use all reasonable endeavours to establish a Car Club in the vicinity of the Development to provide a minimum of two (2) car parking bays for the Car Club.

- 4.6.2 To ensure that residents of the Development are offered free membership of a Car Club for a period of three years from the Occupation Date of their Residential Unit PROVIDED THAT during this three year period the Owner shall not be obliged to offer memberships to more than two (2) qualifying Occupier of each Residential Unit.
- 4.6.3 To pay into the Car Club a credit of ONE HUNDRED POUNDS (£100.00) per annum for a period of two years from the Occupation Date in respect of each Residential Unit.
- 4.6.4 For two years from the Occupation Date of each Residential Unit to provide marketing literature to the residents of that Residential Unit PROVIDED THAT this marketing literature shall include the incentives detailed in clauses 0 and 4.6.4 above.
- 4.6.5 To provide evidence of compliance with the provisions of this clause 4.6 to the Council's Transportation Planning Team when asked to do so and not to Occupy or cause or permit Occupation until the Council has confirmed in writing that it is satisfied that if applicable the Car Club has been provided and all the related provisions of this Agreement have been complied with.
- 4.6.6 In the event that any Occupier of a Residential Unit notifies the Owner that instead of using the Car Club they will instead purchase a bicycle the Owner shall instead of providing the credit pursuant to clause 4.6.3 pay the Occupier the equivalent of that credit by way of voucher (to the value of at least £150) only due to the Residential Unit less any credit already paid for the purposes of purchasing a bicycle.
- 4.7 **Residential Travel Plan**
- 4.7.1 No less than 6 (six) months prior to the Occupation Date to submit a Residential Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Residential Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Residential Travel Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation until the Council approves the Residential Travel Plan ("**the Approved Residential Travel Plan**").
- 4.7.2 No less than 6 (six) months prior to the Occupation Date to appoint the Residential Travel Plan Co-Ordinator.

- 4.7.3 To work in collaboration with the Council to conduct annual reviews of the Approved Residential Travel Plan for a minimum of 5 years following Occupation of the final phase of the Development and following such reviews to make such amendments to the Approved Residential Travel Plan as may be required by the Council.
- 4.7.4 Not to Occupy or cause or permit Occupation otherwise than in accordance with the Approved Residential Travel Plan (as may be amended from time to time in accordance with clause 0).
- 4.7.5 To carry out and comply with the Approved Residential Travel Plan (as may be amended from time to time in accordance with clause 0).
- 4.8 **Commercial Travel Plan**
- 4.8.1 No less than 6 (six) months prior to the Occupation Date 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 resubmit the Commercial Travel Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation until the Council approves the Commercial Travel Plan ("**the Approved Commercial Travel Plan**").
- 4.8.2 No less than 6 (six) months prior to the Occupation Date to appoint the Commercial Travel Plan Co-Ordinator.
- 4.8.3 To work in collaboration with the Council to conduct annual reviews of the Approved Commercial Travel Plan for a minimum of 5 years following Occupation of the final phase of the Development and following such reviews to make such amendments to the Approved Commercial Travel Plan as may be required by the Council.
- 4.8.4 Not to Occupy or cause or permit Occupation otherwise than in accordance with the Approved Commercial Travel Plan (as may be amended from time to time in accordance with clause 4.8.3).
- 4.8.5 To carry out and comply with the Approved Commercial Travel Plan (as may be amended from time to time in accordance with clause 4.8.3).

4.9 Highways

4.9.1 Not to Implement or cause or permit Implementation until the Highway Agreement has been executed and completed.

4.9.2 Not to Occupy or cause or permit Occupation until the Highway Works have been completed to the satisfaction of the Council.

4.10 Employment and Skills

4.10.1 No later than twenty-eight (28) days prior to Implementation, to submit (or procure that the named individual identified in clause 4.10.5 submit) to the Council an Employment and Skills Plan for the Development to include a detailed programme, procurement schedule, recruitment protocols and labour histogram stipulating the following requirements:

- a) the procurement of not less than twenty percent (20%) of the workforce employed during the Construction Phase of the Development to comprise Residents for a minimum of 26 weeks;
- b) the provision of Skills-Based Training to the twenty percent (20%) referred to in clause a) above and at least five percent (5%) of these to comprise Traineeships;
- c) 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 paid at no less than London Living Wage and to be supported in their training and qualification to a minimum of NVQ Level 2 and to be nominated by the Employment and Skills Team;
- d) explaining how the Owner and its contractors' agents shall work exclusively with the Employment and Skills Team and Construction Partnership 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 Employment and Skills Team or Construction Partnership are not able to refer a Resident for a job or apprenticeship within 10 Working Days from the date the advertisement for that role is submitted to the Council and approved in writing the Owner and its contractor shall be free to recruit for that role from other sources;

- e) explaining how the Owner and leaseholders and end users of the Development (following the Construction Phase) shall work with the Employment and Skills Team to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development;
- f) regular liaison with the Assigned Officer to help suppliers and businesses which are based in the Borough 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;
- g) the provision of Work Placements for unemployed and economically inactive Residents such number of Work Placements to be agreed with the Employment and Skills Team;
- h) the provision of details of how the Employment and Skills Plan does not discriminate 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;
- i) the provision of how the Employment and Skills Plan shall prioritise and support the Council's Priority Groups identified by the Council in the Employment and Skills Recovery Action Plan;
- j) provision of no fewer than FIVE (5) STEM and Career Inspirational Sessions, working with the Council's nominated partners;
- k) the provision to the Assigned Officer of such information as is reasonably required to ensure compliance with the Approved Employment and Skill Plan (including but not limited to monthly monitoring data 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 from time to time;
- l) how the Owner shall ensure that it shall obtains consent from all employees contractors and agents to ensure that the information required under clause 4.10.1 k) above can be provided

to the Council in compliance with all data protection act and other statutory requirements;
and

- m) contain sufficient information to enable the Council to assess the quantum of the Apprenticeship Support Contribution and whether a Skills Contribution are payable.

4.10.2 Not to Implement or cause or permit the Implementation unless and until the Employment and Skills Plan has been approved by the Council ("Approved Employment and Skills Plan") and not to carry out the Development or Occupy or permit Occupation otherwise than in accordance with the Approved Employment and Skills Plan.

4.10.3 Not to Implement or cause or permit Implementation unless and until the Apprenticeship Support Contribution has been received in full by the Council in accordance with clause 0.1 of this Agreement.

4.10.4 If the Approved Employment and Skills Plan shows that a Skills Contribution is payable not to Implement or permit Implementation until the Skills Contribution have been paid in full to the Council in accordance with clause 0.1 of this Agreement.

4.10.5 To commit a named senior level individual to engage with the Employment and Skills Team, including any Construction Partnership Network by working in partnership with the Assigned Officer to:

- a) meet the requirements of the Approved Employment and Skills Plan, the Construction Partnership Network and the obligations set out in this clause 4.10; and
- b) 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 PROVIDED THAT the Owner shall not be required to offer employment to any candidate who does not have the necessary skills, knowledge or qualifications necessary to perform the employment.

4.10.6 Not to Implement or cause or permit the Implementation unless and until the Council has been informed of the name and contact details of the individual appointed pursuant to clause 4.10.5.

- 4.10.7 In the event that the target set in clause 4.10.1a) above is not met in accordance with the Approved Employment and Skills Plan then the Owner shall meet with the Assigned Officer to review the Approved Employment and Skills Plan and to identify and agree measures to help achieve the relevant target and such meeting to take place within 10 Working Days of the date of a written request from the Assigned Officer to meet.
- 4.10.8 In the event that the Council determines that despite the Owner's reasonable endeavours the number of apprenticeships has not been delivered in accordance with clause 4.10.1c) and the Approved Employment and Skills Plan then the Owner shall pay a sum of £13,000 per full time Apprentice not employed in accordance with clause 4.10.1c) to the Council to support apprenticeships and such amount shall be paid in accordance with clause 7.1 of this Agreement and within 15 Working Days of receipt of written demand from the Council.
- 4.10.9 To state clearly in tender documentation, prior to selecting the main contractor, that they will instruct their contractors/sub-contractors that these obligations under this clause 4.100 are required and that they shall be required to engage with the Council in respect of the performance of the obligations under this clause 4.10.
- 4.10.10 To inform any applicable leaseholders and end users of the Employment and Skills Team and relevant partnerships to secure employment opportunities for Residents and to use all reasonable endeavours to procure that occupying businesses promote such opportunities in hospitality, leisure, cultural/creative work, health and social care, retail, finance and business.

4.11 **Energy**

- 4.11.1 Not to Implement unless and until the Owner has submitted to the Council the Energy Plan to be 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 ("**the Approved Energy Plan**").
- 4.11.2 Not to carry out or Occupy the Development except in accordance with the Approved Energy Plan.
- 4.11.3 To provide any information or documentary evidence reasonably requested by the Council in relation to the Approved Energy Plan accurately, in good faith and as soon as practicable and in any event within 10 (ten) Working Days of such a request.

- 4.11.4 Following the Completion Notice Date but prior to the Occupation Date to submit to the Council a Sustainability Review 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 until approved by the Sustainability Review ("**the Approved Sustainability Review**").
- 4.11.5 To bear all costs in relation to the Sustainability Review and to pay to the Council within 21 days of demand the reasonable and proper costs of an independent consultant engaged by the Council to verify the Sustainability Review.
- 4.11.6 If the Approved Sustainability Review shows that the energy measures and/or carbon reduction targets in the Approved Energy Plan have not been met the Owner shall pay the Additional Carbon Offsetting Contribution (agreed by the Council as part of the Approved Sustainability Review) to the Council in accordance with clause 7.1 of this Agreement as soon as practicable after the Council's approval of the Sustainability Review and in any event no later than 21 (twenty-one) days after the Council's written approval of the Sustainability Review.
- 4.11.7 Not to Occupy or cause or permit Occupation or use of the Development unless and until the Council has:
- a) approved the Sustainability Review in accordance with clause 4.11.4 of this Agreement; and
 - b) received payment of the agreed Additional Carbon Offsetting Contribution in accordance with clause 4.11.6 of this Agreement.
- 4.11.8 If the Council and the Owner cannot agree the Sustainability Review or the amount of the Additional Carbon Offsetting Contribution pursuant to this clause 4.11 then clause 0 of this Agreement shall apply.
- 4.11.9 On or prior to Practical Completion to ensure that Automatic Meter Reading Devices are installed and in operation at the Development and provide the Council with evidence to demonstrate that this clause 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.

4.11.10 On Practical Completion to submit updated and verified energy performance indicator estimates in accordance with the GLA Be Seen Guidance to the GLA through its dedicated portal and not to Occupy or permit the Occupation of the Development until those estimates have been submitted.

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

4.12 **Construction Logistics and Management Plan**

4.12.1 No less than 6 (six) months prior to Implementation to submit a Construction Logistics and Management Plan to the Council for approval and in the event of any refusal by the Council to approve the Construction Logistics and Management Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Construction Logistics and Management Plan as amended having regard to the Council's reasonable reasons for refusal and not to Implement or cause or permit Implementation until the Council approves in writing the Construction Logistics and Management Plan ("**the Approved Construction Logistics and Management Plan**").

4.12.2 Not to construct or cause or permit the construction of the Development otherwise than in accordance with the Approved Construction Logistics and Management Plan.

4.13 **DEN**

4.13.1 The Parties agree and acknowledge that:

- a) The Owner and the Council shall use all reasonable endeavours to agree the DEN Specification with the DEN Provider prior to Implementation of the Development and in the event of any disagreement by the any of the parties to agree the DEN Specification to pay regard to that party's reasonable reasons for such disagreement until the DEN Specification is agreed (as approved, the "**Approved DEN Specification**");
- b) The Owner shall ensure the Development is designed and constructed in accordance with the Approved DEN Specification or in accordance with an amended or replaced Approved DEN Specification as agreed between the parties (acting reasonably) from time to time;

- c) The Owner shall co-operate and work with the DEN Provider in the Council's effort to develop the DEN, which co-operation shall include:
- (i) consulting with the DEN Provider on the terms of the DEN Provider's proposed DEN Connection Notice and providing a view on whether or not the terms are acceptable and whether they intend to connect to the DEN;
 - (ii) unless otherwise agreed with the Council, meeting the DEN Provider twice per year from the date of this Agreement to discuss the terms of the proposed DEN Connection Notice;
 - (iii) providing such information relating to the categories set out within the definition of DEN Feasibility Study as the DEN Provider may reasonably request, PROVIDED THAT the DEN Provider may not make more than one such request per quarter;
- AND PROVIDED FURTHER THAT the Owner obligations in this clause 4.13.1 c) shall cease on service of the DEN Connection Notice.
- d) The Owner shall use reasonable endeavours to negotiate suitable supply and connection agreements and arrangements and mechanisms to allow the DEN Provider access to the Energy Centre and Plant Room within the Property to achieve the connection of the Development to the DEN in line with the parameters set out in this clause **Error! Reference source not found.** PROVIDED THAT the commercial terms put forward by the DEN Provider are satisfactory to the Owner acting reasonably and more particularly the criteria set out in clause 4.13.1 j) are met;
- e) The Owner covenants with the Council that the Development will be designed and shall be constructed in accordance with the DEN Specification and to enable the DEN Provider to carry out the installation or future retrofit of such equipment as may be reasonably anticipated. This future proofing for connection shall include unless otherwise agreed by the Council, for any Plant Room:
- (i) providing tees, isolation valves and controls capacity in the Plant Room to facilitate the connection of an interfacing heat exchanger at a later date;
 - (ii) space identified for heat exchangers and other required equipment to allow connection and to ensure that heat supply to all Residential Units is not interrupted during this installation;
 - (iii) that there is sufficient space around the equipment to ensure full access for maintenance, installation and replacement as required; and
 - (iv) providing a section of primary network (and associated controls ductwork) from a point of entry to the building to an agreed point at the site boundary;

PROVIDED THAT this clause shall not require the Owner to make structural changes to the Plant Room or relocate major items of plant within the Plant Room.

- f) Subject to clause 4.13.1 j) v) if at any time the DEN Provider procures the installation of the DEN and the DEN has sufficient capacity to serve the needs of the Development, the DEN Provider may serve upon the Owner a DEN Connection Notice.
- g) In the event that the DEN Provider serves a DEN Connection Notice as above, the Owner shall submit to the Council a DEN Feasibility Study for the Council's approval and in the event of any disagreement by the any of the parties to agree the DEN Feasibility Study to pay regard to that party's reasonable reasons for such disagreement until the DEN Feasibility Study is agreed (as agreed, the "**Approved DEN Feasibility Study**") (as approved, the "**Approved DEN Feasibility Study**").
- h) The Owner shall provide the DEN Feasibility Study within 3 (three) months from the date that the DEN Connection Notice has been issued by the DEN Provider (or such time as may be agreed between the Parties in writing), and any further information or documentary evidence reasonably requested by the Council or the DEN Provider in relation to the DEN Feasibility Study accurately and in good faith (and shall bear its own costs in the production of the DEN Feasibility Study).
- i) If either:
 - (a) the Owner has not submitted the DEN Feasibility Study in the timescale specified in sub-clause h) above or
 - (b) the Approved DEN Feasibility Study shows that it is feasible and financially viable to connect the Development to the DEN,and the Council has submitted written evidence to the Owner that it has obtained all necessary consents, authorisations, and approvals to implement the DEN and establish the associated energy supply company (including necessary approvals for the business case to implement the DEN), then the Owner shall:
 - (i) pay the DEN Connection Costs to the Council or the DEN Provider (if nominated by the Council);
 - (ii) use reasonable endeavours to agree to the DEN Design with the Council and the DEN Provider (if nominated by the Council) (as agreed, the "**Approved DEN Design**"); and

- (iii) enter into the necessary agreement to confirm connection and use all endeavours to connect to the DEN in accordance with the Approved DEN Feasibility Study and Approved DEN Design within a reasonable period; and
 - (iv) following connection of the Development to the DEN not to Occupy or cause or permit Occupation otherwise than in accordance with the DEN Heating Plan approved as part of the Approved Energy Plan.
- j) When seeking to agree upon the outcomes of the DEN Feasibility Study and the DEN Design, the Parties shall give regard to the following principles:
 - (i) The Owner shall not be required to do anything that would:
 - (a) result in heat being provided to the Development (and/or the Occupiers thereof) on commercial terms that are considered excessive to the Owner acting reasonably;
 - (b) materially delay or increase the cost or reduce the value of the Development (but without regard to the Excluded DEN Costs);
 - (c) require the Owner to carry out any works or incur any expenditure beyond the Total DEN Connection Costs and for the avoidance of doubt this shall include (without limitation) any works or costs relating to any physical infrastructure work beyond the Development unless otherwise agreed between the Parties;
 - (d) put the Owner in breach of any statutory requirement; or
 - (e) put the Owner in breach of its obligations under Section 20 of the Landlord and Tenant Act 1985 (or any provision replacing them);
 - (ii) The Owner shall not be required to connect the Development to the DEN unless the DEN Connection Notice contains reasonable evidence that each of the requirements set out within paragraphs (a) through (i) of the definition of DEN Connection Notice are or will be satisfied in respect of the DEN;
 - (iii) The DEN Provider shall be responsible for carrying out the Agreed Connection Works and for procuring the connection of the Development to the DEN and any internal pipework required to connect the DEN to the Plant Room, such that a heat supply is available to the Development from the DEN;
 - (iv) In the event that the DEN Connection Notice is served and the provisions of Section 20 of the Landlord and Tenant Act 1985 (and any provisions replacing them ("s20")) apply and if having complied with its obligations under s20 such connection through consultation

and/or dispensation is not secured or if a resident successfully challenges the connection arrangements through the First Tier Tribunal procedures then the Owner shall be under no obligation to connect the Development to the DEN;

- (v) A DEN Connection Notice may be served at any time up to 9 years following the date of this Agreement and for the avoidance of doubt if no such DEN Connection Notice is served within this period then the Owner shall be released from all obligations within this clause 4.13.1.

4.13.2 If either:

- 4.13.2.1 the Council notifies the Owner in writing at any point that it will not require the Development to connect to the DEN; or
- 4.13.2.2 on the ninth anniversary of this Agreement the DEN Provider has not served a DEN Connection Notice; or
- 4.13.2.3 on the tenth anniversary of this Agreement the DEN Provider has served a DEN Connection Notice but the Owner has not been required to connect to the DEN in accordance with the terms of this Agreement;

then clause 4.13.3 shall apply (but that clause shall not apply otherwise).

4.13.3 The Owner shall:

- 4.13.3.1 pay the Deferred Carbon Offsetting Contribution (as approved by the Council as part of the Approved Energy Plan subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Deferred Carbon Offsetting Contribution is paid) within 90 Working Days of the tenth anniversary of the date of this Agreement;
- 4.13.3.2 not to Occupy or cause or permit Occupation otherwise than in accordance with the Low Carbon Heating Plan approved as part of the Approved Energy Plan;

PROVIDED THAT this clause 4.13.3 shall not apply in the event the Development connects to the DEN up to and including the tenth anniversary of this Agreement.

5 Council's Covenants

5.1 Purpose of Contributions

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

5.2 Discharge of Obligations

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

6 Notice to the Council/Other Matters

- 6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken place or when it will take place.
- 6.2 If the Owner fails to give written notice of the Implementation Date to the Council in accordance with the above the Due Date for the Contributions shall be the date the Planning Permission is issued.
- 6.3 Within 7 (seven) days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application reference the date upon which the Residential Units forming the Development are ready for Occupation.
- 6.4 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.
- 6.5 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.
- 6.6 Unless otherwise specified where any agreement consent approval confirmation or expression of satisfaction is to be obtained from any Party under the terms of this Agreement the Parties hereby agree that the same shall be in writing and not be unreasonably withheld or delayed.

7 Payments VAT and Index linking

- 7.1 Payment of financial contributions pursuant to the terms of this Agreement shall be made by the Owner to the Council sending the full amount by direct bank transfer to the Council's bank account in accordance with the Payment Form (amended to record such payment as applicable) and the Owner shall send the completed Payment Form the Planning Obligations Monitoring Officer.
- 7.2 All considerations given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 7.3 Any financial contributions referred to in this Agreement as payable under this Agreement shall be increased by a percentage equivalent to the percentage increase (if any) in the Index from the date of this Agreement to the date that the relevant contribution is paid.
- 7.4 All financial contributions costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time being charged from the Due Date until payment is made.

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

8 Notices

- 8.1 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 any such notice or approval shall be in writing and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Haringey, Planning Obligations Monitoring Officer, quoting the planning reference number on the front page and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Development Management Unit.
- 8.2 **Payment of Council's Costs**
The Owner agrees to pay the Council its monitoring costs of £8,494 and its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of the Agreement.

8.3 Registration

8.3.1 This Agreement shall be registered as a Local Land Charge.

8.3.2 The Owner hereby covenants with the Council that it will within 28 (twenty-eight) days from the date hereof apply to the Chief Land Registrar to register this Agreement in the Charges Register to the title to the Property and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property and the Owner covenants not to make any application to the Land Registry for the removal of any such registration without first obtaining the Council's approval.

8.3.3 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall upon receiving a written request in writing from the Owner forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

8.4 Waiver

8.4.1 The failure by any party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any Schedule of appendix hereto shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement.

8.4.2 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

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

8.5 Third Party Rights

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

8.6 Dispute Resolution

Save as otherwise herein expressly provided any dispute or differences arising between the parties as to their respective rights duties or obligations and to any other matter or things in any way arising out of or in connection with the subject matter of this Agreement may be referred for the determination of an independent expert to be agreed upon by the parties or failing agreement by a person nominated by the President for the time being of the Law Society / Chartered Institute of Housing and the decision of the said expert shall be final and binding on the parties and the said expert's fees and expenses shall be payable as the expert directs provided that nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions.

8.7 Change in Ownership

The Owner shall provide the Council with a certified copy (including a plan if appropriate) of any conveyance transfer lease assignment mortgage or other disposition ("Disposition") of all or any part of the Property (save to the owner and/or Occupier of a single Market Housing Unit or mortgagee thereof) occurring before all the obligations under this Agreement have been discharged, including the name and address of the person to whom the Disposition was made and the nature and extent of the interests disposed of to them within 21 (twenty-one) days of such Disposition.

8.8 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.

8.9 Future Development

Nothing in this Agreement prohibits or limits the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

9 Confirmation Of Interest

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 or any part thereof.

10 Mortgagee

The Mortgagee hereby consents to the Owner entering into this Agreement and acknowledges that from the date hereof the Property shall be bound by the planning obligations restrictions and undertakings contained herein and if the Mortgagee becomes mortgagee in possession of the Property or any part thereof it shall be bound by the provisions of this Agreement as if it were a person deriving title from the Owner and the Mortgagee further agrees that it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement.

11 Jurisdiction

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

FIRST SCHEDULE

The Plan



KEY:



- 0 10 20 30 40 50m
- APPLICATION BOUNDARY - PSMO OWNERSHIP
 - OWNERSHIP BOUNDARY - PSMO OWNERSHIP

PS	Site plan
PS	Planning Submission
PS	AS
PS	AS
PS	AS

stock wool

The Pump House 18 Maple Street
London E1 8AP 020 7353 3000
info@stock-wool.co.uk

Owner Magic Living Ltd
Paul Simon Homes

Project 20-35 Clarendon Road, H8 0D J
(Jessica Buttons Factory)

Drawing Location Plan

Project title
PLANS010
Scale 1:12500
Date 10/10/2019
Drawn 10/10/2019
Checked 10/10/2019

Shu

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

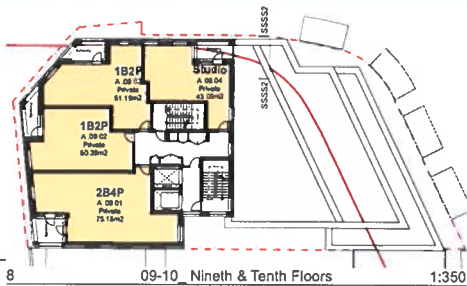
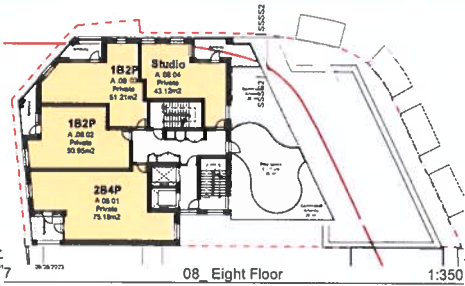
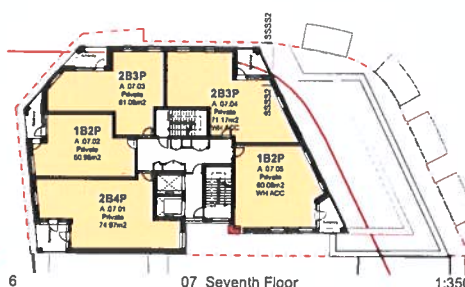
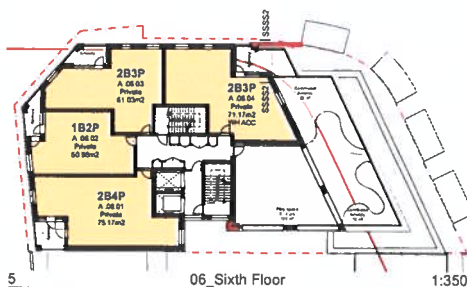
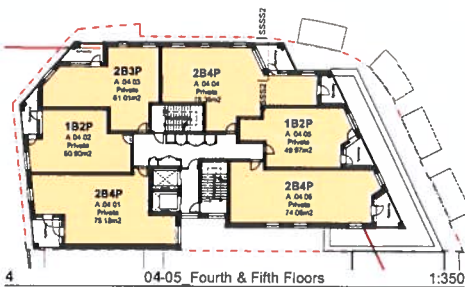
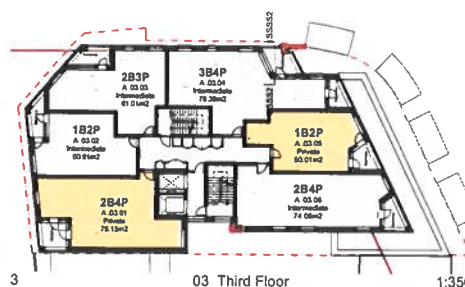
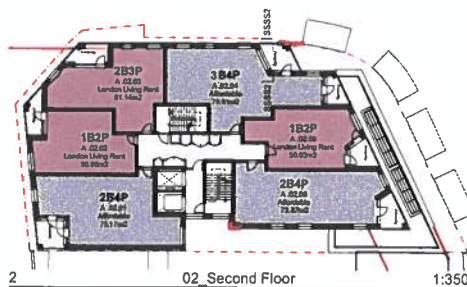
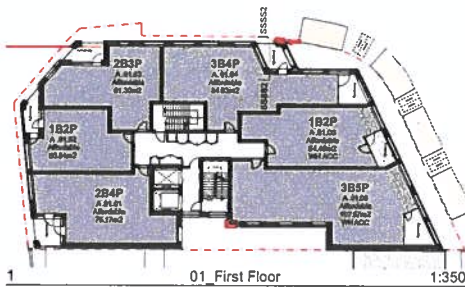
- Having systems that care for the safety of the public, visitors and the workforce.
- Minimising security risks to neighbours.
- Having initiatives for continuous safety improvement.
- Embedding attitudes and behaviours that enhance safety performance.

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.

THIRD SCHEDULE
AFFORDABLE HOUSING PLAN



KEY

Affordable	9
Intermediate	4
London Living Rent	3
Private	35
Total	51

stock wool

Client: Magic Living Ltd
Paul Simon Homes
Project: 30-36 Camden Road, P & Q
Drawing: TENURE

Scale: PL
Date: 1.10.2023
Drawn by: [Signature]
Checked by: [Signature]
Approved by: [Signature]
3572_SK(PG004_01)

Any errors and omissions to be reported to the Architect prior to commencement. Dimensions are based on survey information provided by the client. The drawing is intended for use as a guide only and is not to be used for construction.

[Handwritten signature]

[Handwritten signature]
Antonis Nicolaides

[Handwritten signature]
Nasia Afrentiou

[Handwritten signature]

FOURTH SCHEDULE
COMMERCIAL DEVELOPMENT

Antonia Nicolaidis

Antonia Nicolaidis

GROUND FLOOR PLAN

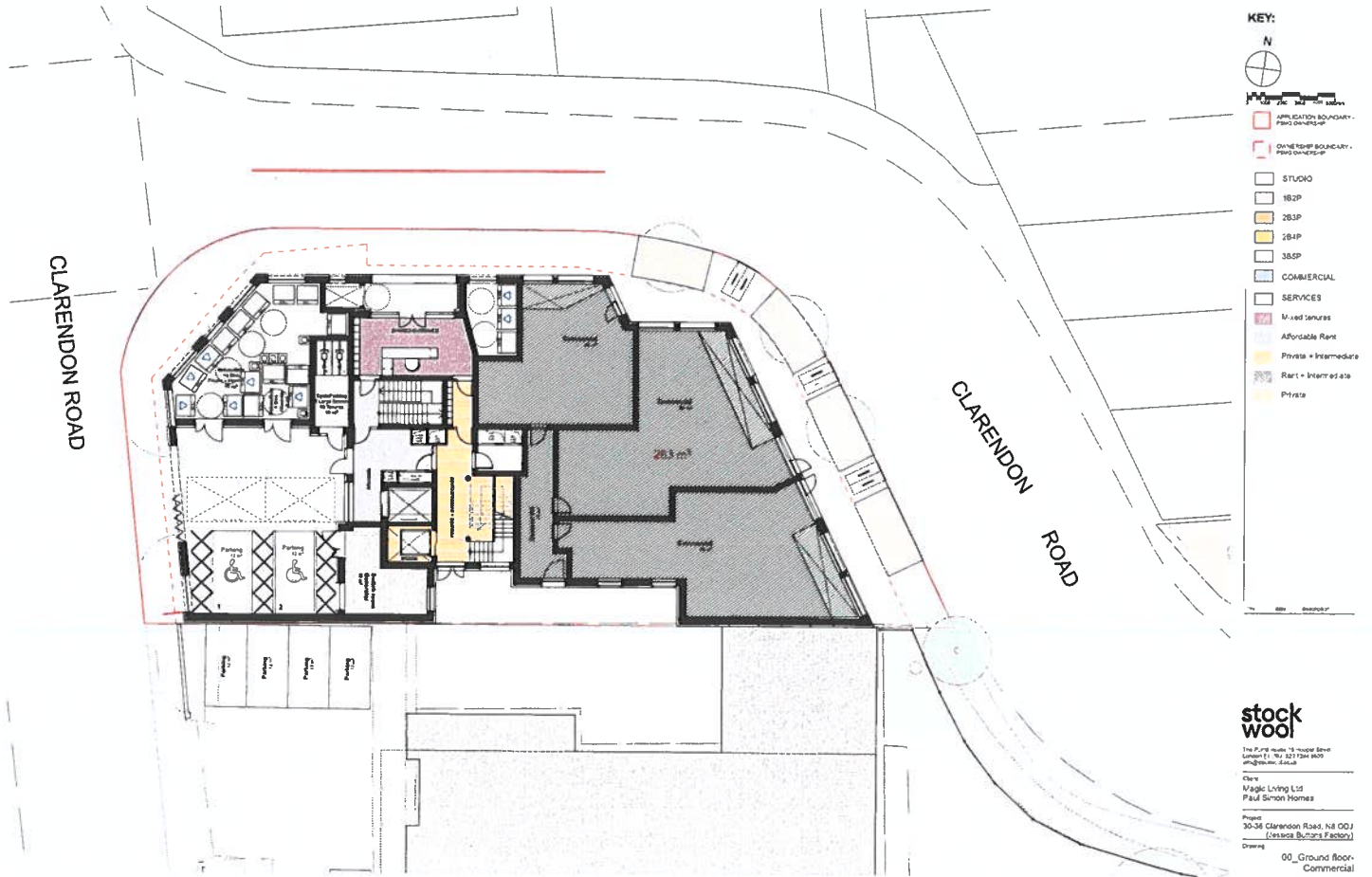
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2

Antonis Nicolaides

Nasia Arsentiou

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CLARENDON ROAD

CLARENDON ROAD

Day Centre

20

BASEMENT LEVEL PLAN

KEY:



- APPLICATION BOUNDARY - Please Overlap
- CONSTRUCTION BOUNDARY - Please Overlap
- STUDIO
- 1B2P
- 2B3P
- 2B4P
- 3B5P
- COMMERCIAL
- SERVICES
- Road Tenures
- Affordable Rent
- Private + Intermediate
- Rent + Intermediate
- Private

stock wool

The Pump House 14 Horse Street
London E1 6BT 020 746 8888
info@stockwool.co.uk

Client
Majestic Living Ltd
Paul Simon Homes

Project
30-36 Clarendon Road, H2 OD1
(Levens Business Factory)

Drawing
B1_Basement Level-
Commercial

Project title
PLANNING

Scale
1:1000
Date
20/10/2020
Drawn
Nasia Afrentiou
Checked
Antonis Nicolaides

Project no./Drawing no./Revision
3372_PL/01/112

Any errors and omissions are to be reported to the Architect prior to submission. Dimensions and areas are based on survey information provided by the client. This drawing is copyright © 2020 Stock Wool. All attempts to be printed or sold. Do not scale.


Antonis Nicolaides


Nasia Afrentiou



FIFTH SCHEDULE
VIABILITY FORMULAS

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

"Surplus profit" = $((A - B) - (C - D)) - P$

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 Relevant 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 Relevant Review Date (using the latest index figures publicly available) (%)

P = $(A - B) * Y$

Y = []%, 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 from the date of planning permission to the date of review.

(D – C) represents the change in build costs of the private residential component and the commercial floorspace from the date of planning permission to the date of review.

P represents Owner profit on change in GDV.

FORMULA 2 (Additional affordable housing)

X = Additional [London Affordable Rented Housing / Social Rented Housing] requirement (Habitable Rooms)

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

Y = Additional [London Living Rent Housing / London Shared Ownership] requirement (Habitable Rooms)

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

Where:

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

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

C = Average Intermediate Housing Value (£ per m²)

D = Average Habitable Room size for the Development being []¹ m²

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

F = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Low Cost Rent Housing (%)²

G = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Intermediate Housing (%)³

Notes:

(A – B) represents the difference in average value of market housing per m² and average value of Social Rented Housing and London Affordable Rented Housing per m² (£).

(A – C) represents the difference in average value of market housing and average value of London Living Rent Housing and London Shared Ownership Housing per m² (£).

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

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

(E * F) ÷ (A – B) represents the additional Low Cost Rent Housing requirement (m²).

(E * G) ÷ (A – C) represents the additional Intermediate Housing requirement (m²).

¹ Insert figure.

² To be determined with reference to the Council's Local Plan policy tenure split

³ To be determined with reference to the Council's Local Plan policy tenure split

SIXTH SCHEDULE

PAYMENT FORM

1. Your name:
2. Your bank account name:
3. Your bank and branch name and address:
4. Your Sort Code:
5. Your account number:
6. Amount to be transferred to the Council:
7. The Legal Agreement to which the payment relates:
8. The Contributions being paid pursuant to the abovementioned Legal Agreement:
.....
.....
.....

NOTES

The Council's Bank details are:

London Borough of Haringey

Barclays Bank plc

Wood Green Branch

London N22

Sort Code: 20-98-47

Account Number: 73294617

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

You are advised to check with the Council's Planning Obligations Monitoring Officer that the Council's bank details have not changed prior to the payment being made.

IN WITNESS whereof the parties have executed this instrument as a Deed the day and year first before written

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




J LONGMORE

Principal Lawyers, Social Care Team

Authorised Officer

EXECUTED AS A DEED by **MAGIC LIVING LIMITED**
acting by a director in the presence of:



J. LONGMORE
PARTY DIRECTOR
5-11 GREEN LANE
LONDON, N13 4TN



EXECUTED AS A DEED by **EUROBANK CYPRUS LTD,**
a company incorporated in the Republic of Cyprus, by

) SIGNATURE IN THE NAME OF

) THE COMPANY EUROBANK
CYPRUS LTD

Nasia Afxentiou

and

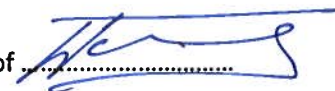
 **EUROBANK CYPRUS LTD**

signature of Nasia Afxentiou

Authorised Signatory

Antonis Nicolaides

being persons who, in accordance with the laws of that
territory, are acting under the authority of the company

signature of 

Authorised Signatory