

DATED 5 December 2024.



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

and

(2) ATRI7 2 LIMITED

and

(3) OAKNORTH BANK PLC

AGREEMENT RELATING TO LAND KNOWN AS

707 to 725 LORDSHIP LANE, WOOD GREEN, LONDON N22 5JY

**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
Interim 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/75752

Planning Ref: HGY/2024/0450

DATED this 5 day of December 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) **ATRI7 2 LIMITED** (Co. Regn. No. 13643899) of 1st Floor, Spitalfields House, Stirling Way, Borehamwood WD6 2FX ("**Owner**") of the second part
- (3) **OAKNORTH BANK PLC** (Co. Regn. No. 08595042) of 3rd Floor, 57 Broadwick Street, London W1F 9QS ("**Mortgagee**") of the third part

RECITALS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- (B) The Owner is the owner with freehold title absolute of the Property registered at the Land Registry under title number EGL213766
- (C) The Mortgagee holds a charge over the Owner's interest in the Property by virtue of a legal charge contained in a Debenture dated 8th December 2021 registered in the Charges Register of title number EGL213766 as entries 9, 10 and 11 and is entering into this Agreement to give its consent to it and to bind its interest in the Property as hereinafter appears.
- (D) 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.
- (E) 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.

- (F) 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.
- (G) As the Local Highway Authority, the Council considers any obligation herein to carry out or secure the creation of any highway and the carrying out of any improvements alterations or other works to an existing highway to be in the public benefit pursuant to this Agreement and Section 278 of the 1980 Act.

OPERATIVE PARTS

NOW THIS DEED WITNESSETH as follows:-

1. ENABLING POWERS AND INTERPRETATION

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

Word or Expression	Meaning
"1972 Act"	the Local Government Act 1972;
"1974 Act"	the Greater London Council (General Powers) Act 1974;
"1980 Act"	the Highways Act 1980;
"2011 Act"	the Localism Act 2011;
"the Act"	the Town and Country Planning Act 1990;
"Agreement"	the agreement evidenced by this Deed;
"the Application"	the planning application seeking planning permission for the Development bearing reference HGY/2024/0450;
"Building"	the relevant building comprised in the Development identified as Building A, Building B, Building C and Building D on the Layout Plan and "Buildings" shall

Word or Expression	Meaning
	be interpreted as meaning all the identified Buildings
"Borough"	the administrative area of the London Borough of Haringey;
"Charge"	means the charge dated 8 December 2021 between the Owner and the Mortgagee which affects Land Registry Title Numbers EGL213766;
"Commercial Units"	those unit(s) comprised in the Development that are proposed in the Application to be used for a use falling within Use Class E of the Town and Country Planning (Use Classes) Order 1987 (as amended) as is in force at the date of this Agreement
"Construction Phase"	the period during which physical works permitted by the Planning Permission are being carried out and occurs and means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development (whether or not such operation is a lawful commencement of the Development) other than (for the purposes of this Deed and for no other purposes) operations consisting of; • site clearance • erection of any temporary means of enclosure; • the temporary display of site notices or advertisements; • the provision of security measures or lighting, the erection of temporary buildings or structures associated with the Development; • the laying removal or diversion of services; • the provision of construction compounds; and

Word or Expression	Meaning
	works to or relating to the culvert and 'commence the Construction Phase' and 'commencement of the Construction Phase' shall be construed accordingly
"the Development"	development of the Property in accordance with the Planning Permission
"Due Date"	the date upon which any payment due under any of the provisions of this Agreement is to be made;
"GLA"	the Greater London Authority or any successor in statutory function;
"Index"	the All Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the All Items Index of Retail Prices becomes no longer maintained;
"Implementation"	occurs on and means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development (whether or not such operation is a lawful commencement of the Development) other than (for the purposes of this Deed and for no other purpose) operations consisting of: - site clearance - demolition work; - archaeological investigations; - investigations for the purpose of assessing ground conditions; - remedial work in respect of any contamination or other adverse ground conditions;

Word or Expression	Meaning
	• erection of any temporary means of enclosure; • the temporary display of site notices or advertisements; • the provision of security measures or lighting, the erection of temporary buildings or structures associated with the Development; • the laying removal or diversion of services; • the provision of construction compounds; and • works to or relating to the culvert and "Implement" "Implemented" and "Implementation" or any other derivation of this term shall be construed accordingly;
"Layout Plan"	the drawing submitted with the Application entitled 'Proposed Site Plan' and numbered 21820-0120 Rev P-00 dated September 2023 an extract from which at reduced scale is annexed as Part 2 of the First Schedule to this Agreement and which identifies each Building
"London Plan"	the London Plan published in March 2021 as revised from time to time;
"London Plan Annual Monitoring Report"	the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;
"Occupation Date"	the date on which any part of the Development (or any part or phase) is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of • security; or

Word or Expression	Meaning
	• fitting out; or • marketing the Development (or any part or phase) and the terms "Occupy" and "Occupation" shall be construed accordingly;
"Occupier(s)"	any person or persons 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;
"the Parties"	the parties to this Agreement and their successors in title and the term Party shall be construed accordingly;
"Payment Form"	the form to be used by the Owner when making financial payments to the Council in accordance with this Agreement as set out in the Ninth Schedule;
"Phase"	means Phase 1 or Phase 2
"Phase 1"	means that part of the Development shown coloured blue on the plan attached to this Agreement with Drawing Number 21820-CWA-ST-XX-DR-A-8010 Revision P-00
"Phase 2"	means that part of the Development coloured green on the plan attached to this Agreement with Drawing Number 21820-CWA-ST-XX-DR-A-8010 Revision P-00
"Planning Obligations Monitoring Officer"	an officer of the Council from time to time allocated to deal with and monitor all obligations;

Word or Expression	Meaning
“the Plan”	the plan annexed as Part 1 of the First Schedule to this Agreement;
“the Planning Permission”	the planning permission for the Development pursuant to the Application;
“Practical Completion”	in respect of any unit of accommodation when that unit is properly certified as practically completed by the relevant professional under the contract for construction of the relevant part of the Development so that it is ready to be immediately Occupied subject only to minor snagging works;
“the Property”	the land and premises shown indicatively edged in red on the Plan and described in Part 1 of the First Schedule;
“Resident”	a person who is resident in the Borough and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old and the term ‘Residents’ shall be construed accordingly;
“Section 73 Application”	any application: • to carry out the Development without complying with any condition(s) subject to which the Planning Permission (or any variation thereof) was granted (Section 73 of the Act); and/or • to retain the Development without complying with any condition(s) subject to which the Planning Permission (or any variation thereof) was granted (Section 73 of the Act); and or

Word or Expression	Meaning
	for permission to carry out development of the Property that is not substantially different from the Development
"Student Accommodation"	the 636 units of purpose built student accommodation comprising Building A authorised by the Planning Permission
"Student Accommodation Unit"	any single studio or single bedroom forming part of the Student Accommodation being either a Market Student Accommodation Unit or an Affordable Student Accommodation Unit
"Transfer"	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;
"Working Days"	any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday;

- 1.2 Words importing the singular shall include the plural and vice versa.
- 1.3 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.
- 1.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.5 Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.6 Any obligation, covenant, undertaking or agreement by the Owner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.

2. TAKING EFFECT

None of the provisions in this Agreement shall have operative effect unless and until the Planning Permission has been granted save for the provisions of clause 10 (Payment of Council's Costs) which shall be of immediate effect.

3. APPLICATION OF ENABLING POWERS

- 3.1 This Agreement is made pursuant to section 106 of the Act, section 111 of the 1972 Act, section 16 of the 1974 Act, section 1 of the 2011 Act and any other enabling statutory provisions.
- 3.2 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 10 (Council Fees)) 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.
- 3.3 It is further agreed that the Council is the highways authority for the purposes of the 1980 Act by whom the provisions of the Fourth Schedule can be enforced.
- 3.4 Subject to clause 4 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.

4. LIABILITY

- 4.1 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 part of the Property in respect of which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement committed within a Phase in which that person does not have an interest at the time the breach was committed but for the avoidance of doubt that person will be liable for any ongoing breaches if they subsequently acquire an interest as a successor in title.
- 4.3 The positive and restrictive covenants and undertakings herein shall not be binding or enforceable against the following:
- 4.3.1 any individual owner, lessee or occupiers of any Affordable Housing Unit and their mortgagee (save for the provisions of paragraph 5 of the Fourth Schedule);
 - 4.3.2 any individual owner, lessee or occupier of any Student Accommodation Unit
 - 4.3.3 any individual owner, lessee or occupier of a Commercial Unit;
 - 4.3.4 any statutory undertaker carrying out its statutory functions;
- 4.4 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 prior to Implementation.

5. OBLIGATIONS OF THE OWNER

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

- 5.1 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.
- 5.2 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.

- 5.3 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;

6. COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in the Eighth Schedule

7. NOTICE TO THE COUNCIL/OTHER MATTERS

- 7.1 The Owner shall give written notice to the Council no later than five Working Days prior to the date of Implementation specifying when Implementation is anticipated to take place.
- 7.2
- 7.3 If the Owner is required by any provision hereof to give written notice of any event but shall fail to do so at the time specified herein the Council may deem acting reasonably and on the basis of the information available to the Council the appropriate Due Date Within five (5) Working 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 Affordable Housing Units forming the Development are ready for Occupation.
- 7.4 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 provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 7.5 The Owner acknowledges that it is bound to observe and perform the conditions restrictions and other matters mentioned herein and agrees with the Council that it shall not be entitled to make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement

- 7.6 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 and shall be determined as soon as reasonably practicable.

8. PAYMENTS VAT AND INDEX LINKING

- 8.1 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 to the Planning Obligations Monitoring Officer.
- 8.2 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 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.
- 8.3 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.
- 8.4 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:-

9. NOTICES

- 9.1 Any notice consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post marked for the attention of the person and copied to the person(s), identified below or instead to such other persons as may be substituted for them from time to time:

The Council	
Address	London Borough of Haringey Planning Obligations Monitoring Officer, 4th Floor Alexandra House Station Road Wood Green London N22 7TR
The Owner	
Address	1st Floor Spitalfields House Stirling Way Borehamwood WD6 2FX
The Chargee	
Address	3rd Floor 57 Broadwick Street London W1F 9QS

- 9.2 Any such notice must be delivered by hand or prepaid first-class post and shall conclusively be deemed to have been received on:
- 9.2.1 (if delivered by hand) the next Working Day after the day of delivery; or
- 9.2.2 (if sent by post and posted within the United Kingdom) the day two (2) Working Days after the date of posting.
- 9.3 Any such notice consent or approval, or request by the Owner for consent or approval from the Council, shall specifically refer to the name, date and Parties to the Deed, and shall cite the clause of this Deed to which it relates.
- 9.4 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;
- 9.5 It is agreed that any notice sent by or contained in an e-mail or facsimile transmission shall not be validly served until the sender has received a non-automatic acknowledgement of the receipt thereof

10. PAYMENT OF COUNCIL'S COSTS

- 10.1 The Owner agrees to pay the Council its monitoring costs of £ 26,620.00 and its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of the Agreement.

11. REGISTRATION

- 11.1 This Agreement shall be registered as a Local land charge.
- 11.2 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall upon receiving a written request in writing from the Owner forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Agreement.
- 11.3 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

12. WAIVER

- 12.1 The failure by any party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any Schedule or 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.

13. MISCELLANEOUS

- 13.1 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.

13.2 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.

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

14. 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).

15. DISPUTE RESOLUTION

15.1 Save for matters of construction (which shall be determined by a Court of competent jurisdiction) any dispute or disagreement arising under this Agreement may be referred to an Expert in accordance with the terms of this clause 15.

15.2 Any Party may by serving notice on all the other Parties (the "Notice") require a dispute to be referred to an Expert (as hereinafter defined) for determination.

15.3 The Notice must:

15.3.1 specify the nature, basis and brief description of the dispute;

15.3.2 identify the Clause or paragraph of a Schedule, Annex or Appendix pursuant to which the dispute has arisen; and

15.3.3 propose a person to determine the dispute (the "Expert").

15.4 The Expert may be agreed upon by the Parties and in the absence of such agreement within twenty (20) Working Days of the date that the Notice is issued

pursuant to clause 15.2 either Party may request that the following nominate the Expert at their joint expense:

15.4.1 if such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;

15.4.2 if such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the Expert;

15.4.3 if such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;

15.4.4 if such dispute relates to Affordable Housing the Expert shall be nominated by the President of the Royal Town Planning Institute; and

15.4.5 in all other cases, the President of the Law Society to nominate the Expert as he or she thinks appropriate

15.5 If an Expert nominated or appointed pursuant to this clause shall die or decline to act another Expert may be appointed in his place in accordance with the provisions of clause 15.4.

15.6 The Expert will be appointed subject to an express requirement that he/she reaches his or her decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of the notice of his appointment given pursuant to clause 15.7.

15.7 Notice in writing of the appointment of an Expert pursuant to this clause 15 shall be given by the Expert to the Parties and he or she shall invite each of the Parties to submit to him or her within ten Working Days from his or her appointment written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.

15.8 The Expert shall act as an expert and not as an arbitrator but shall consider any written representation submitted to him or her within the period specified in this clause 15 although he or she shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his or her own judgement.

15.9 The Expert shall give notice of his or her decision in writing

15.10 If for any reason the Expert fails to make a decision and give notice thereof in accordance with this clause 15 a Party or the Parties may apply to the President of the Law Society for a substitute to be appointed in his or her place (which procedure may be repeated as many times as necessary).

15.11 The Expert's costs shall be in the Expert's award or in the event that no determination as to costs is made, such costs will be borne by the parties to the Dispute in equal shares.

15.12 Nothing in this Clause 15 shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

16. CHANGE IN OWNERSHIP

The Owner agrees to give the Council immediate written notice if it sells its entire interest in the Property occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property by reference to a plan.

17. 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.

18. 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.

19. MORTGAGEE

The Mortgagee acknowledges and declares that this Agreement has been entered by the Owner with its consent and that the Property shall be bound by the obligations contained in this Agreement and that the security of the Charge (and any future charge or mortgage over the Site) shall take effect subject to this Agreement PROVIDED THAT the Parties agree that the Mortgagee (and any future chargee or mortgagee) shall have no liability under this Agreement and that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee from time to time of the whole or part of the Property unless it takes possession of the Property as a mortgagee in possession in which case the mortgagee or chargee will be bound by the obligations in this Agreement as if it were a person deriving title from the Owner.

20. SECTION 73

20.1 In the event that any new planning permission(s) are granted by the Council pursuant to a Section 73 Application and unless otherwise stated by the Owner, with effect from the date that any new planning permission is granted pursuant to a Section 73 Application:

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

20.1.2 the definitions of "the Application", "the Development" and "the Planning Permission" in this Agreement shall be construed to include references to any a Section 73 Application and, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

20.1.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 Application:

"The obligations in this Agreement relate to and bind the Property in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 and or 73A of the Town and Country Planning Act 1990 (as amended)"

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any a Section 73 Application or the discretion of the Council in determining the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination of a Section 73 Application whether by way of a new deed or supplemental deed pursuant to section 106 or 106A of the Act.

21. JURISDICTION

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

21.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

SC
DG
BW
PWL

724598
null

**FIRST SCHEDULE
PART 1: THE PLAN**



Corstorphine & Wright
Warrick Studio
 11222 225 444
 corstorphine-wright.com

Chart
TRI 7 (8 Fusion)

Project
Lordship Lane, Wood Green,
London

Drawing Title
Location Plan

Drawing Status
PLANNING

Revision
P-00

Date
Feb 2024

Ordinance Survey, (c) Crown Copyright 2021. All Rights Reserved.
 License Number: 100022432

Proposed Site Boundary
 Culverted Water Course Centre Line
 Culverted Water Course Potential Extents

Drawing No.
21820-0100

Drawn
DS

Checked
AB

Scale
1 : 1250

Scale
0 10.0 30.0 50.0 75.0m

North Arrow

Notes
 1. All dimensions are in meters unless otherwise stated.
 2. The company is not responsible for any errors or omissions in this drawing.

PART 2: LAYOUT PLAN



21820	MLJ	RJH	A1	1500	Sep 2024
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2000 - 02 - Third Floor

2000 - 08 - Sixth Floor

A detailed floor plan of a large, multi-story building, likely a school or institutional facility. The plan shows numerous rooms, corridors, and a central courtyard area. A red line highlights a specific path or boundary within the building's layout. The rooms are labeled with numbers and names, such as "Room 101", "Room 102", "Room 103", "Room 104", "Room 105", "Room 106", "Room 107", "Room 108", "Room 109", "Room 110", "Room 111", "Room 112", "Room 113", "Room 114", "Room 115", "Room 116", "Room 117", "Room 118", "Room 119", "Room 120", "Room 121", "Room 122", "Room 123", "Room 124", "Room 125", "Room 126", "Room 127", "Room 128", "Room 129", "Room 130", "Room 131", "Room 132", "Room 133", "Room 134", "Room 135", "Room 136", "Room 137", "Room 138", "Room 139", "Room 140", "Room 141", "Room 142", "Room 143", "Room 144", "Room 145", "Room 146", "Room 147", "Room 148", "Room 149", "Room 150", "Room 151", "Room 152", "Room 153", "Room 154", "Room 155", "Room 156", "Room 157", "Room 158", "Room 159", "Room 160", "Room 161", "Room 162", "Room 163", "Room 164", "Room 165", "Room 166", "Room 167", "Room 168", "Room 169", "Room 170", "Room 171", "Room 172", "Room 173", "Room 174", "Room 175", "Room 176", "Room 177", "Room 178", "Room 179", "Room 180", "Room 181", "Room 182", "Room 183", "Room 184", "Room 185", "Room 186", "Room 187", "Room 188", "Room 189", "Room 190", "Room 191", "Room 192", "Room 193", "Room 194", "Room 195", "Room 196", "Room 197", "Room 198", "Room 199", "Room 200". The central courtyard area contains several circular symbols, possibly representing trees or fountains. The red line starts at the bottom left corner, follows the outer wall of the building, and then turns inward to follow a specific path through the rooms.

2 2000 - 02 - Second Floor

2000 - 05 - Fifth Floor

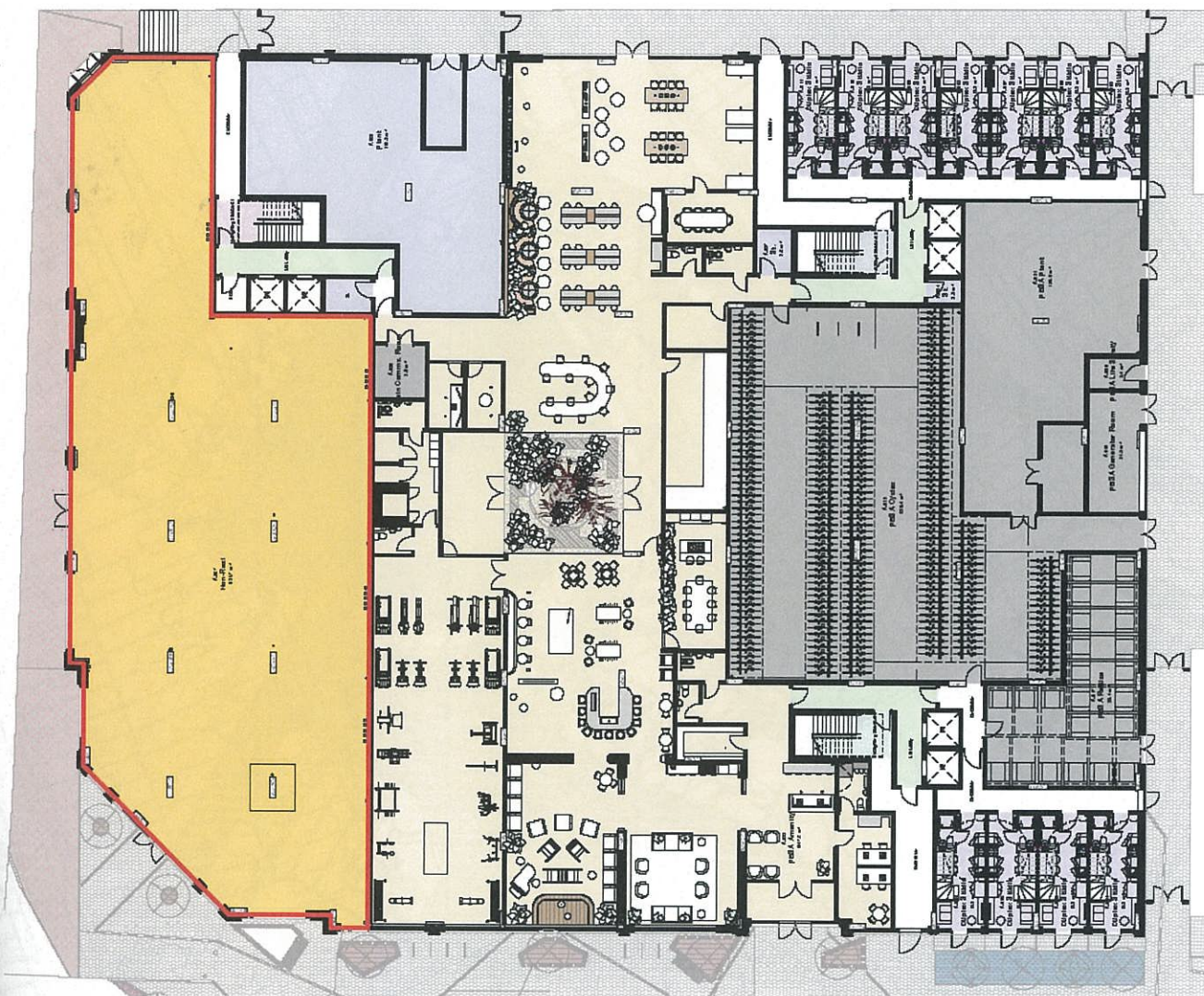
2000-01 - First Floor

2000-04 - Fourth Floor



SC DG BV Jul 170000

724898



2005-00-Ground Floor 02 -

Expenditure Commitment Unit



 Corstorphine & Wright The Edgecote 100 Edgecote Rd, New South Wales 1585 Australia Tel: 02 937 9000 Fax: 02 937 9001	Corstorphine & Wright The Edgecote 100 Edgecote Rd, New South Wales 1585 Australia Tel: 02 937 9000 Fax: 02 937 9001
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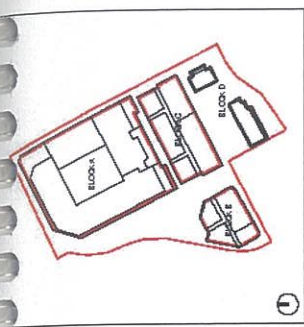


1750

794898

Row	Description of capital	P&W		Date	
		DM	P.C	DM	P.C
po3	Refinery P&W with estate amended	DM	P.C	15	11 24
po7	Washley Road with estate amended	DM	P.C	18	10 24
po1	Issued for information	DM	P.C	21	03 24

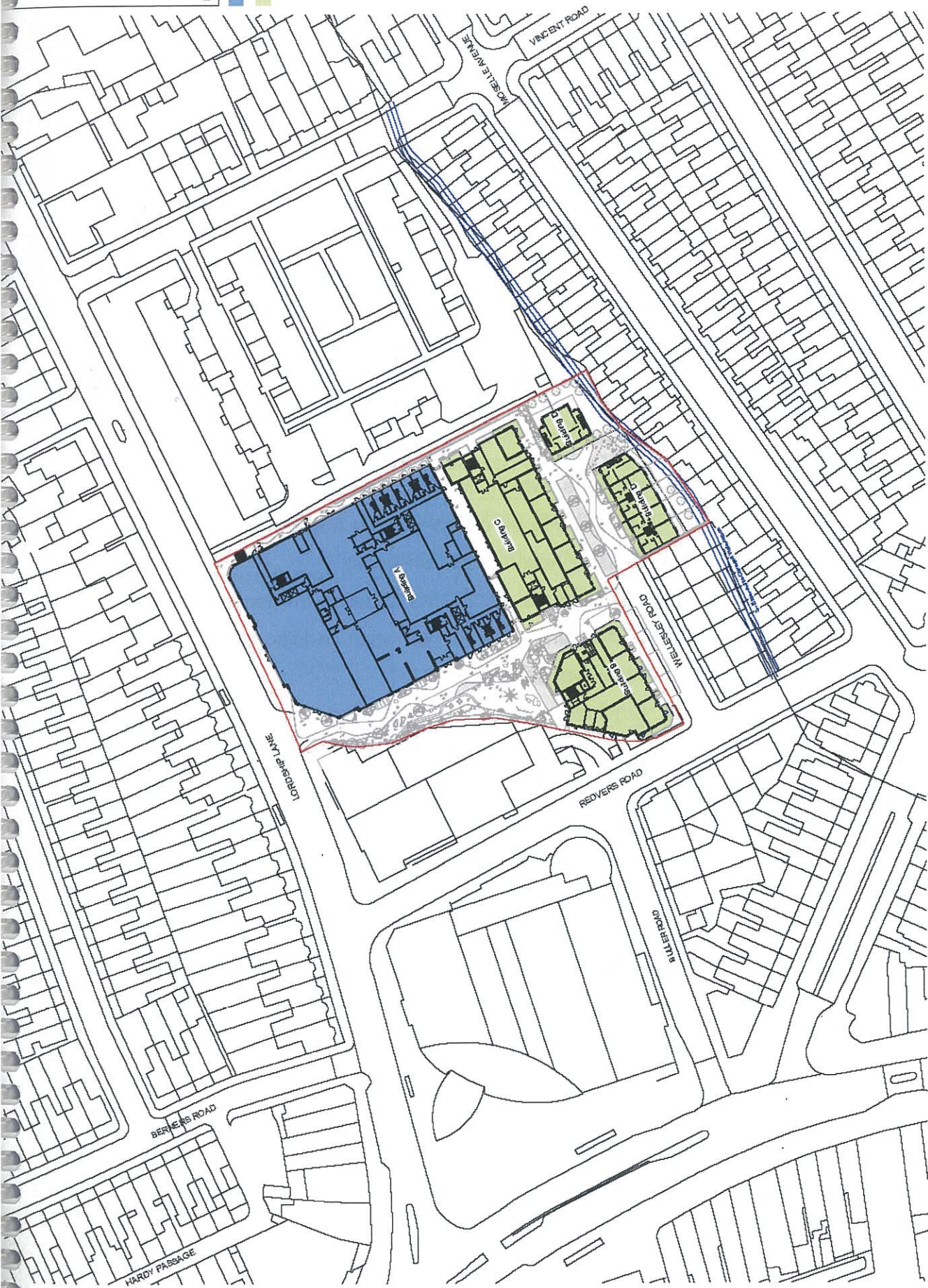
	Highway Trust, London E 4 6H 20 Bedford Street, Chiswick U 8 3H ☎ 0181 605 0100 www.farrowwallish.com	STAGE 2	Site	Dist
AT117 2 Fusion	Project	707-725 Lordship Lane, Haringey, London	Use	Extent of Highway Works
Comm	Start	End	Start	End
01/01/00	01/01/00	01/01/00	01/01/00	01/01/00
01/01/00	01/01/00	01/01/00	01/01/00	01/01/00
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Student Element
Residential Element

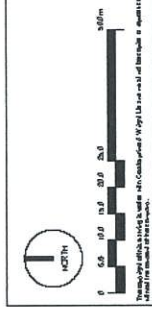
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Consultants: 100% Design, 100% Design Ltd, 100% Design Ltd
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 Date: 12/09/2024



Client: TRI (8 Faison)		Corstorphine & Wright	
Project: Lordship Lane, Wood Green, London		21020-CWA-ST-XX-DBA-0010	
Drawing Title: Proposed Phase Plan		21020-CWA-ST-XX-DBA-0010	
Drawing Date: 12/09/2024		21020-CWA-ST-XX-DBA-0010	
Drawing Scale: 1:1000		21020-CWA-ST-XX-DBA-0010	
Drawing Author: M.J.		21020-CWA-ST-XX-DBA-0010	
Drawing Checker: R.H.		21020-CWA-ST-XX-DBA-0010	
Drawing Date: 12/09/2024		21020-CWA-ST-XX-DBA-0010	

SECOND SCHEDULE STUDENT ACCOMMODATION

1. DEFINITIONS AND INTERPRETATION

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

Expression	Meaning
“Academic Year”	the period during which a Higher Education Institution holds classes and examinations from time to time such period being 38 weeks at the date of this Agreement
“Additional Affordable Student Accommodation Scheme”	a scheme prepared by the Owner in accordance with this Second Schedule setting out details of the Additional Affordable Student Accommodation Units to be provided and which: a) confirms which Market Student Accommodation Units are to be converted into Additional Affordable Student Accommodation Units; b) shall include 1:50 plans showing the location, size and internal layout of each Additional Student Accommodation Unit; c) provides an indicative timescale for construction and delivery of the Additional Affordable Student Accommodation Units; d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Student Accommodation (if applicable);
“Additional Affordable Student Accommodation Units”	the Market Student Accommodation Units to be converted to Affordable Student Accommodation pursuant to the Additional Affordable Student Accommodation Scheme

Expression	Meaning
“Affordable Student Accommodation Units”	those Student Accommodation Units comprising Affordable Student Accommodation being the 54 Student Accommodation Units within the Development shown edged red on the plan attached to this Agreement with Drawing Number 21820-CWA-AA-ZZ-DR-A-8000 Revision P-00
“Affordable Student Accommodation”	purpose built student accommodation bedrooms that are to be provided at a rental cost for the Academic Year at the London Student Affordable Accommodation Rent
“Average Affordable Student Accommodation Value”	means the average value of Affordable Student Accommodation floorspace per square metre on the Property at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner
“Average Market Student Accommodation Value”	means the average value of Market Student Accommodation floorspace per square metre on the Property at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner
“Build Costs”	the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: a) preliminaries b) demolition/site clearance/site preparation c) base build costs d) on-site infrastructure and utilities e) offsite infrastructure f) contractor's overheads and profit

Expression	Meaning
	g) contingencies; and h) any increase in S106 Obligations and Community Infrastructure Levy but which excludes: (i) professional, finance, legal and marketing costs; (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and (iii) any costs arising from a Fraudulent Transaction
“Development Viability Information”	the information required by Formula 1A and Formula 2 being: • Estimated GDV; • Estimated Build Costs; • Average Market Student Accommodation Value; and • Average Affordable Student Accommodation Value; and including in each case supporting evidence to the Council’s reasonable satisfaction
“Estimated Build Costs”	the sum of: a) the estimated Build Costs remaining to be incurred at the Review Date (for the avoidance of doubt such costs to include 5% contingency); and b) the actual Build Costs at the Review Date (for the avoidance of doubt not including any contingency costs)
“Estimated GDV”	the price at which a sale of the Development would have been completed unconditionally for cash consideration

Expression	Meaning
	on the date of the submission of the Development Viability Information pursuant to paragraph 3.9 below based on detailed comparable market evidence to be assessed by the Council and assuming: a) a willing seller and a willing buyer; b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion
“External Consultant”	the external consultant(s) appointed by the Council to assess the Development Viability Information submitted under the terms of this Agreement
“Formula 1A”	the formula identified as Formula 1A set out in the Annex to this Schedule
“Formula 2”	the formula identified as Formula 2 set out in the Annex to this Schedule
“Formulas”	Formula 1A and Formula 2 set out in the Annex to this Schedule
“Fraudulent Transaction”	a Transfer that is not an arm's length third party bona fide transaction;
“Higher Education Institution”	an institution registered with the Office for Students (or its successor in function) and which delivers higher education to students in England or such other

Expression	Meaning
	education institution as shall be agreed between the Council and the Owner from time to time
“London Student Affordable Accommodation Rent”	rent (inclusive of service charge, utilities and estate charges) payable by a Student occupying an Affordable Student Accommodation Unit for the Academic Year which does not exceed the higher of: a) an amount which shall not exceed 55 per cent of the maximum income that a new full-time student studying in London and living away from home could receive from the Government’s maintenance loan of living costs for that academic year; or b) the actual amount for affordable student rent that the Mayor of London sets out in the London Plan Annual Monitoring Report which sum may be increased annually by the increase in the Consumer Price Index ONLY in the event that the Government should make significant changes to the operation of the maintenance loan for living costs as the main source of income available from the Government for higher education students AND/OR the London Student Affordable Accommodation Rent is not reviewed and updated by the Mayor of London consequent on any revised guidance in the London Plan Annual Monitoring Report.
“Market Student Accommodation Units”	Student Accommodation Units within the Development which are not Affordable Student Accommodation Units
“Review Date”	means the date of the submission of the Development Viability Information pursuant to paragraph 3.9 of this Schedule 2

Expression	Meaning
“Student Nominations Agreement”	an agreement (including in the form of lease or leases or contracts or a freehold transfer of the site of the majority of the Student Accommodation Units to a Higher Education Institution) that 51% (fifty one per cent) of the Student Accommodation Units (including all the Affordable Student Accommodation Units) will be operated and managed by one or more Higher Education Institution or by a Student Housing Accommodation Provider for on behalf of the Higher Education Institution during the Academic Year for use by Students
“Student”	any student enrolled on: (a) a further and/or higher education course at a further and/or Higher Education Institution registered with the Office for Students (or its successor body); and/or (b) a further and/or Higher Education Institution accredited course by the Quality Assurance Agency for Higher Education (or its successor body); and/or (c) any other recognised education course or placement
“Student Housing Accommodation Provider”	a recognised and registered provider of student housing accommodation in England which could manage and operate the Affordable Student Accommodation Units
“Substantial Implementation”	the occurrence all of the following in respect of the building comprising the Student Accommodation: (a) demolition of all existing buildings at the Property proposed to be demolished as part of the Development; and (b) completion of all ground preparation works and any enabling works

Expression	Meaning
"Substantial Implementation Target Date"	the date 24 months from but excluding the date of grant of the Planning Permission;

2. AFFORDABLE STUDENT ACCOMMODATION

The Owner covenants with the Council as follows:

- 2.1 Unless otherwise agreed in writing between the parties and subject to any provisions of the Additional Affordable Student Accommodation Scheme, to provide the Affordable Student Accommodation Units
- 2.2 Subject to paragraph 2.13 below the Student Accommodation shall be used and occupied for no purpose other than its authorised purpose as Student Accommodation
- 2.3 To use reasonable endeavours to complete the Student Nomination Agreement in respect of 51% (fifty one per cent) of the Student Accommodation Units prior to Occupation of the Student Accommodation Units
- 2.4 Subject to paragraphs 2.5 and 2.6 below, prior to the Occupation of the Student Accommodation Units to submit the Student Nominations Agreement(s) to the Council and not to Occupy or permit to be Occupied the Student Accommodation Units until the Council has received the Student Nominations Agreement(s) .
- 2.5 In the event that despite using reasonable endeavours it has not been possible to enter into a Student Nominations Agreement(s) at the point at which the first Student Accommodation Unit is complete and ready for Occupation then:
 - 2.5.1 the Owner shall notify the Council of the failure to enter into a Student Nominations Agreement and provide the Council with an explanation as to why it has not been possible to enter into a Student Nominations Agreement(s) ; and
 - 2.5.2 continue to use reasonable endeavours to enter into a Student Nominations Agreement(s) ;

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2.6 Subject to complying with paragraphs 2.5 above the Owner shall be free to let and Occupy 51% (fifty one per cent) of the Students Accommodation Units (including all of the Affordable Student Accommodation Units) to Students in the following order of priority:

2.6.1 Students in full-time higher education at local Higher Education Institutions;

2.6.2 Students in full-time higher education at other Higher Education Institutions with sustainable transport connections to the Property;

2.6.3 any other Students in full time higher education at a London Higher Education Institution;

or any other Student in full time higher education who can demonstrate a need to reside in London if no Student fulfilling the criteria in paragraphs 2.6.1 to 2.6.3 above can be found to Occupy such Student Accommodation Unit; and

b) be free to let and Occupy the remaining 49% (forty nine per cent) of the Student Accommodation Units as Student Accommodation.

2.7 That during the Academic Year not less than 54 of the Student Accommodation Units shall be provided as Affordable Student Accommodation Units

2.8 That none of the Market Student Accommodation Units shall be Occupied until the Affordable Student Accommodation Units are completed and made ready for Occupation

2.9 That the rent charges for the letting of the Affordable Student Accommodation Units shall not exceed the London Student Affordable Accommodation Rent and must include all services and utilities which are offered as part of an equivalent rent for the Market Student Accommodation Units such that there shall be no additional charges specified to the Affordable Student Accommodation Units.

2.10 Every three years on the anniversary of the Occupation of the Affordable Student Accommodation Units to submit to the Council details of the London Student Affordable Accommodation Rent then being charged.

- 2.11 The residents of the Affordable Student Accommodation Units shall have access to the same communal facilities as the residents of the Market Student Accommodation Units
- 2.12 The Student Housing Accommodation Provider shall allocate the Affordable Student Accommodation Units to students it considers are most in need of Affordable Student Accommodation
- 2.13 During the Academic Year the Student Accommodation Units shall only be occupied by Students but outside of the Academic Year the Student Accommodation may be used as accommodation for Students and any other use which is ancillary to their use as Student Accommodation (examples of such ancillary uses, amongst others, include providing accommodation for conference delegates, visitors, interns on university placements and students on short-term education courses) or such other use as may first be approved in writing by the Council PROVIDED THAT such occupation does not constitute a material change of use from the use permitted under the Planning Permission.
- 2.14 The Affordable Student Accommodation Units and Additional Affordable Student Accommodation Units shall together not exceed 30 per cent of the Student Accommodation Units or 191 Student Accommodation Units (which ever is lower)

3. VIABILITY REVIEW

- 3.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 3.2 No later than five (5) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

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

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

3.3.2 comply with relevant health and safety legislation; and

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

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

3.4.1 notice pursuant to paragraph 3.1 above; or

3.4.2 if the Council makes a request under paragraph 3.2 above, the additional documentary evidence,

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

3.5 If the Council fails to provide written notification in accordance with paragraph 3.4 whether or not it considers that Substantial Implementation has been achieved within 10 Working Days of its inspection of the Property then the Owner shall be entitled to serve a notice on the Council requiring a response within 5 Working Days and if following the expiry of that 5 Working Day period the Council has still not provided its response under this paragraph then the Council shall be deemed to have served notice pursuant to paragraph 3.4 confirming that it considers that Substantial Implementation has occurred in advance of the Substantial Implementation Target Date and all references in this Agreement to the Council determining or notifying the Owner that Substantial Implementation has occurred pursuant to paragraph 3.4 shall include deemed determination and notice pursuant to this paragraph 3.5.

- 3.6 If the Council notifies the Owner in accordance with paragraph 3.4 that it does not consider that Substantial Implementation has occurred the Owner may refer the matter to the expert under clause 15 of this Agreement for determination.
- 3.7 If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved pursuant to paragraph 3.4 or the expert determines pursuant to paragraph 3.6 that Substantial Implementation has not occurred then paragraphs 3.1 to 3.6 inclusive shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 3.4 above that Substantial Implementation has been achieved or the expert determines pursuant to paragraph 3.6 that Substantial Implementation has been achieved.
- 3.8 The Owner shall not Occupy the Student Accommodation or any part thereof until:
- 3.8.1 the Council has notified the Owner pursuant to paragraph 3.4 or the expert has determined in accordance with paragraph 3.6 that Substantial Implementation has been achieved on or before Substantial Implementation Target Date; or
 - 3.8.2 the Council has notified the Owner pursuant to paragraph 3.13 or the expert has determined pursuant to paragraph 3.14 below that no Additional Affordable Student Accommodation Units are required; or
 - 3.8.3 if the Council notifies the Owner pursuant to paragraph 3.13 or the expert determines pursuant to paragraph 3.14 below that Additional Affordable Student Accommodation Units are required, an Additional Affordable Student Accommodation Scheme has been approved pursuant to paragraph 3.15 below

SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.9 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 3.4 above or pursuant to dispute resolution in accordance with paragraph 3.6 above)

the Owner shall submit the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 3.4 or 3.6 above that Substantial Implementation has been achieved on the basis that the Council may make such information publicly available:

- 3.9.1 the Development Viability Information;
- 3.9.2 a written statement that applies the applicable Development Viability Information to Formula 1A (PROVIDED ALWAYS THAT if the result produced by Formula 1A is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Student Accommodation Units can be provided ("the Review Calculation"); and
- 3.9.3 where the Review Calculation confirms that Additional Affordable Student Accommodation Units can be provided, an Additional Affordable Student Accommodation Scheme;

and paragraphs 3.10 to 3.18 (inclusive) below shall apply.

ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.10 The Council shall assess the information submitted pursuant to paragraph 3.9 above and assess whether it agrees with the Review Calculation and whether in its view Additional Affordable Student Accommodation Units are required to be delivered in accordance with Formula 1A and Formula 2
- 3.11 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 3.9 above
- 3.12 In the event that the Council and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or any External Consultant (as applicable and with copies to the other parties) within ten (10) Working Days of receiving the relevant request and this process may be repeated until the Council and/or any External Consultant (as applicable) has all the information it reasonably requires to assess the Review Calculation and

whether in their view Additional Affordable Student Accommodation Units are required to be delivered in accordance with Formula 1A and Formula 2

3.13 Within twenty (20) Working Days of the information submitted in accordance with paragraph 3.9 above or requested pursuant to paragraph 3.12 above, the Council shall notify the Owner in writing of the Council's decision as to whether it agrees with the Review Calculation and whether (and how many) any Additional Affordable Student Accommodation Units are required and, if applicable, whether the Additional Affordable Student Accommodation Scheme submitted pursuant to paragraph 3.15 below is approved

3.14 In the event the Council notifies the Owner in accordance with paragraph 3.13 above that it does not agree with the Review Calculation or if applicable the quantum of any Additional Affordable Student Accommodation Units or financial contribution to be provided), then the Owner and the Council shall use reasonable endeavours for a further period of 20 Working Days to agree the matter, failing which either party will have the ability to invoke Clause 15 of this Agreement to secure a determination.

3.15 Where the Council notifies the Owner that it disagrees with the Review Calculation and considers that Additional Student Accommodation Units are required pursuant to paragraph 3.13 and such position is accepted by the Owner or the Expert determines that Additional Student Accommodation Units are required in accordance with paragraph 3.14 the Owner shall provide an Additional Affordable Student Accommodation Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within twenty (20) Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.13 above or the expert's decision in accordance with paragraph 3.14 above

3.16 If the Council's assessment pursuant to paragraph 3.13 above or the expert's decision in accordance with paragraph 3.14 above concludes that

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

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

then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Student Accommodation Unit to the Council within ten (10) Working Days of a written demand therefor as a financial contribution towards offsite Affordable Student Accommodation.

3.17 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 3.9 above including those of the External Consultant within twenty (20) Working Days of receipt of a written request for payment

DELIVERY OF ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION

3.18 Where it is agreed or determined pursuant to paragraphs 3.13 above or the Expert's decision in accordance with paragraph 3.14 above that one or more Additional Affordable Student Accommodation Units are required the Owner shall not Occupy more than 50% of the Market Student Accommodation Units unless and until:

3.18.1 the Council certifies that all of the Additional Affordable Student Accommodation Units have reached Practical Completion in accordance with the Additional Affordable Student Accommodation Scheme; and

3.18.2 any remaining surplus profit pursuant to paragraph 3.16 above is paid to the Council towards the delivery of offsite Affordable Student Accommodation within the GLA's administrative area;

PROVIDED ALWAYS that the Owner shall not be required to deliver Additional Affordable Student Accommodation Units and or pay a contribution pursuant to paragraph 3.18.2 beyond the point where the total amount of Affordable Student Housing for the Development (being the Affordable Student Accommodation Units Additional Affordable Student Accommodation Units and any surplus identified pursuant to paragraph 3.16) together with the Affordable Housing comprises the financial equivalent of providing 50% of the Student

Accommodation Units and Affordable Housing Units as Affordable Student Accommodation and/or Affordable Housing.

- 3.19 The Parties agree that the terms of paragraph 2 above shall apply mutatis mutandis to the provision of any Additional Affordable Student Accommodation Units

4. MONITORING

The Parties acknowledge and agree that the Council shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of the Additional Affordable Student Accommodation Scheme pursuant to paragraph 3.13 above or, if an Additional Affordable Student Accommodation Scheme is not required by the Council, the conclusion of the assessment under paragraph 3.10 or 3.15 above:

- 4.1 the number of the Additional Affordable Student Accommodation;
- 4.2 any changes in the affordability of the Affordable Student Accommodation; and
- 4.3 the amount of any financial contribution payable towards offsite Affordable Student Accommodation pursuant to paragraph 3.16 above

ANNEX TO THE SECOND SCHEDULE

FORMULAS

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

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

Where:

A = Estimated GDV (£)

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

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

D = Estimated Build Costs (£)

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

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

P = $(A - B) * Y$

Y = 20%

FORMULA 2 (Additional Affordable Student Accommodation)

X = Additional Affordable Student Accommodation Units requirement expressed in terms of additional floor area

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

Where:

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

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

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

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

Notes:

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

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

$D \div (A - B) \div C$ represents the Additional Affordable Student Accommodation Units requirement (m²)

THIRD SCHEDULE AFFORDABLE HOUSING

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be giving the meaning allocated to it in the main body of this Deed:

Expression	Meaning
"Affordable Housing"	housing including Social Rented Housing London Affordable Rented 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 purchasers or 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 purchasers or eligible renters (as appropriate), or, if these restrictions are lifted, for the subsidy to be recycled for alternative provision for such households;
"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

Expression	Meaning																		
	c) any other body specialising in the provision of Affordable Housing; in each case approved by the Council;																		
"Affordable Housing Tenure Split"	means																		
	<table><tr><th>Unit Type</th><th>Social Rented or London Affordable Rented Housing</th><th>London Shared Ownership Housing</th></tr><tr><td>1 bed 2 persons</td><td>13</td><td>9</td></tr><tr><td>2 bed 3 persons</td><td>4</td><td>5</td></tr><tr><td>2 bed 4 persons</td><td>22</td><td>8</td></tr><tr><td>3 bed 5 persons</td><td>6</td><td>4</td></tr><tr><td>5 bed 8 persons</td><td>7</td><td>0</td></tr></table>	Unit Type	Social Rented or London Affordable Rented Housing	London Shared Ownership Housing	1 bed 2 persons	13	9	2 bed 3 persons	4	5	2 bed 4 persons	22	8	3 bed 5 persons	6	4	5 bed 8 persons	7	0
	Unit Type	Social Rented or London Affordable Rented Housing	London Shared Ownership Housing																
	1 bed 2 persons	13	9																
	2 bed 3 persons	4	5																
	2 bed 4 persons	22	8																
	3 bed 5 persons	6	4																
	5 bed 8 persons	7	0																
or such other split that allows for a greater number of Social Rented Housing Units or London Affordable Rented Housing Units as may be agreed between the parties subject to the total number of Affordable Housing Units not exceeding 78 units:																			
"Affordable Housing Units"	the 78 units in Building B, Building C and Building D shown edged blue on the plan attached to this Agreement with Drawing Number 21810-CWA-ST-XX-DR-A-8020 Revision P-00 to be provided as Affordable Housing to be constructed pursuant to the Planning Permission and in accordance with this Agreement and "Affordable Housing Unit" shall be construed accordingly;																		
"Affordable Housing Scheme"	a scheme to be prepared and submitted to the Council which:																		

Expression	Meaning
	a) specifies the tenure of each Affordable Housing Unit pursuant to the Affordable Housing Tenure Split; and b) provides an indicative only timetable for construction and delivery of the Buildings that are to contain Affordable Housing Units;
“Charge”	a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee;
“Chargee”	any mortgagee or chargee of the Affordable Housing Provider of the 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”	the duty imposed on the Chargee when exercising its power of sale pursuant to paragraph 3 below of this Schedule;
“Date of Deemed Service”	in each instance where a Chargee has served a Default Notice under paragraph 3.1.1 below: (a) in the case of delivery by hand 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, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected

Expression	Meaning
	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"	a notice in writing served on the Council by the Chargee under paragraph 3 of this Schedule of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
"Design and Quality Standards"	the standards for new homes in London published by the GLA and set out in the London Plan Guidance Housing Design Standards published by the Mayor of London dated June 2023 and the Housing Supplementary Planning Guidance published in May 2016 or any updating guidance;
"Eligible Purchaser"	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 ¹ ;
"Household"	means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons;
"Household Income"	means:

¹ The amount at the date of this Agreement is £90,000 as set out in paragraph 5.4.14 of the London Plan Annual Monitoring Report 19 2021/22 dated May 2024

Expression	Meaning
	(a) in relation to a single Eligible Purchaser, the gross annual income of that Eligible Purchaser's household; and (b) in relation to joint Eligible Purchasers, the combined gross annual incomes of those Eligible Purchasers' households;
"London Shared Ownership Housing "	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 lessee for the time being has the right to carry out Staircasing and dispose of the Affordable Housing Unit leased to them 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 and "London Shared Ownership Lease" and "London Shared Ownership Lessee" shall be construed accordingly;
"London Shared Ownership Housing Units"	the Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with this Agreement;

Expression	Meaning
"Intention Notice"	a notice in writing served on the Chargee by the Council under paragraph 3.2 that the Council is minded to purchase the relevant Affordable Housing Units;
"London Affordable Rented Housing"	rented housing owned and managed by the Council or an Affordable Housing Provider and let at a rent which: (a) including Service Charges, is no more than 80 per cent (80%) of local market rents; and (b) excluding Service Charges, no higher than (i) the relevant benchmark rents published by the GLA annually or (ii) if no such benchmark rents have been published by the GLA in the last 12 months, the latest relevant benchmark rents published by the GLA plus any increase permitted under the Rent Standard;
"London Affordable Rent Unit"	an Affordable Housing Unit to be let as London Affordable Rented Housing in accordance with this Agreement;
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under paragraph 3 of this Schedule, 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"	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 of the

Expression	Meaning
	Social Rented Housing Units and London Affordable Rent Units and 75% relets of the Social Rented Housing Units and the London Affordable Rent Units a draft form of which is Annexed to this Schedule;
"Option"	the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 3.3 of this Schedule for the purchase of the Affordable Housing Units;
"Protected Tenant"	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 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;
"Regulator of Social Housing"	means the Regulator of Social Housing established under Part 2 of the Housing and Regeneration Act 2008 and responsible for the regulation of private

Expression	Meaning
	registered providers of social housing in England, or any successor body or organisation;
"Rent Standard"	any standard set by the Regulator of Social Housing in relation to rent (including any associated explanatory notes, statements or guidance) from time to time under Section 194 of the Housing and Regeneration Act 2008 pursuant to any then applicable Direction;
"Service Charges"	all amounts payable by a tenant or owner (as appropriate) 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 an London Shared Ownership Housing Unit or London Affordable Rent Unit;
"Social Rented Housing"	rented housing owned and managed by the Council or an Affordable Housing Provider and let at no more than Target Rents;
"Social Rented Housing Units"	the Affordable Housing Units to be made available for Social Rented Housing in accordance with this Agreement;
"Staircasing"	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;

Expression	Meaning
"Sums Due"	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;
"Target Rents"	rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Standard and subject to the rent caps, rent flexibility and limit on changes to rent as set out in the Rent Standard from time to time;

2. PROVISION OF AFFORDABLE HOUSING

The Owner covenants as follows:

- 2.1 Not to Implement or permit Implementation until the Affordable Housing Scheme has been submitted to the Council in writing;
- 2.2 Unless otherwise agreed between the parties, to provide the Affordable Housing Units in accordance with the Affordable Housing Tenure Split and the Affordable Housing Scheme submitted pursuant to paragraph 2.1 above or such further Affordable Housing Scheme that may be provided to the Council;
- 2.3 That the Affordable Housing Units shall be designed and constructed in accordance with Design and Quality Standards.
- 2.4 Not to occupy or permit Occupation of the London Shared Ownership Housing Units for any purpose other than for London Shared Ownership Housing for the lifetime of the Development, save where a London Shared Ownership Lessee has Staircased to 100 per cent equity in respect of a particular London Shared Ownership Housing Unit.
- 2.5 Not to Occupy or permit Occupation or use the Social Rented Housing and London Affordable Rented Housing other than as Social Rented Housing and London Affordable Rented Housing (as applicable) in accordance with this

Agreement the Approved Affordable Housing Scheme and the Nominations Agreement for the lifetime of this Development;

2.6 Unless otherwise agreed in writing between the parties not to Occupy more than 80% of the Student Accommodation until the Affordable Housing Units required to be provided pursuant to the Third Schedule have:

2.6.1 been Practically Completed;

2.6.2 been Transferred to an Affordable Housing Provider; and

2.6.3 the Affordable Housing Provider has entered into a Nominations Agreement in respect of the Social Rented Housing and London Affordable Rented Housing;

PROVIDED THAT this restriction shall fall away in the event that all of the Affordable Housing Units are transferred to the Council.

2.7 The obligations and restriction contained in this paragraph 2 shall not be binding on:

2.7.1 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;

2.7.2 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;

2.7.3 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;

2.7.4 any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease;

- 2.7.5 any lessee of a London Shared Ownership Housing Unit where the lessee has Staircased to 100% ownership of such unit; or
- 2.7.6 any Statutory Undertaker who acquires an interest in the Property in order to install and maintain on the Property plant and apparatus connected with the delivery of the services provided by that Statutory Undertaker.

3. CHARGEES DUTY

- 3.1 In order to dispose of any of the Affordable Housing Units free of the affordable housing obligations in this Schedule, a Chargee must before seeking to dispose of the relevant Affordable Housing Units:

- 3.1.1 serve a Default Notice on the Council with time being of the essence;
- 3.1.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and
- 3.1.3 subject to paragraph 3.6 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 paragraph 3.3 below.

- 3.2 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.

- 3.3 Not later than fifteen (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:

- 3.3.1 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));

- 3.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 3.4.2 below or determined in accordance with paragraph 3.5 below;
 - 3.3.3 provided that the purchase price has been agreed in accordance with paragraph 3.4.2 below or determined in accordance with paragraph 3.5 below, but subject to paragraph 3.3.4 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;
 - 3.3.4 the Option will expire upon the earlier of
 - (a) notification in writing by the Council (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and
 - (b) the expiry of the Moratorium Period; and
 - 3.3.5 any other terms agreed between the parties to the Option (acting reasonably).
- 3.4 Following the service of the Intention Notice:
- 3.4.1 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
 - 3.4.2 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:
 - (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in Third Schedule of the Agreement; and

- (b) (unless otherwise agreed in writing between the Council (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

3.5 On the date falling ten (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 paragraph 3.4.2 above:

- 3.5.1 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;
- 3.5.2 if, on the date falling fifteen (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;
- 3.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 3.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
- 3.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
- 3.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
- 3.5.6 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

3.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud)

and for the avoidance of doubt the provisions of clause 15 shall not apply where the Council and the Chargee have failed to agree a purchase price pursuant to paragraph 3.4.2 above.

3.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in paragraph 2 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

3.6.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;

3.6.2 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

3.6.3 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.

3.7 The Council (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 3.1 to 3.6 above (inclusive).

3.8 The Affordable Housing Provider covenants 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.

4. LONDON SHARED OWNERSHIP HOUSING

The Owner covenants as follows:

4.1 Unless otherwise agreed in writing by the Council to market the London Shared Ownership Housing Units as follows:

- 4.1.1 prior to Practical Completion of the London Shared Ownership Housing Units to market the units only to Eligible Purchasers with a Household Income of up to £60,000;
- 4.1.2 for a period of 3 months post Practical Completion of London Shared Ownership Housing Units to market the units only to Eligible Purchasers with a Household Income of up to £75,000.
- 4.2 Following the end of the 3 month period referred to in paragraph 4.1²(b), the Owner may market the London Shared Ownership Housing Units to any Eligible Purchaser.
- 4.3 To market the London Shared Ownership Housing Unit as a minimum on the GLA 'Homes for Londoners' site and to give notice to the Council as soon as reasonably practicable after marketing has begun; and
- 4.4 In the event that there is more than one Eligible Purchaser applying for a London Shared Ownership Housing Unit to allocate such London Shared Ownership Housing Unit in accordance with the following priorities:

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Priority One

- Existing tenants of local Affordable Housing Providers (where there is an agreement allowing the Council to nominate an occupier) and tenants of the Council;
- 4.5 Applicants on the London Borough Haringey Housing Waiting List or who are being displaced as a result of redevelopment proposals including leaseholders and freeholders who are at that time unable to purchase properties on the open market; and
- Children of tenants of Social Rented Housing where the landlord is the Council who have attained 17 years of age and are currently living with their parents and not in full time education and training

Priority Two

- 4.6 Applicants currently residing in the Borough or who are working (whether employed or self-employed) in the Borough; and

- Armed forces personnel;

Priority Three

- Applicants currently residing in any London Borough or who are working (whether employed or self-employed) in any London Borough

And where several applicants have the same priority to give precedence to applicants with the lowest Household Income

5. OPTION TO PURCHASE

The Owner shall offer to Transfer the Affordable Housing Units to the Council for a period of three (3) months following the grant of Planning Permission ("the 3 Month Period") and shall co-operate in good faith regarding such Transfer and not Transfer or permit the Transfer of the any Affordable Housing Unit to an Affordable Housing Provider until either expiry of the 3 Month Period or written confirmation from the Council that it is satisfied that the Owner has discharged its obligations under this paragraph or confirms that it does not intend to take Transfer of the Affordable Housing Units.

APPENDIX TO THE THIRD SCHEDULE

DATED _____ 20 .

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF HARINGEY**

- and -

HOUSING ASSOCIATION LIMITED

**REGISTERED SOCIAL LANDLORD SCHEME
NOMINATIONS AGREEMENT**

relating to

in the London Borough of Haringey

London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Conveyancing Ref: LEG/PP/PU/[]
WP REF

NOMINATION AGREEMENT

THIS AGREEMENT is made on the.....day of..... 20

BETWEEN:

- (1) (a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 with registration number of (hereinafter called "the Association"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, Wood Green, London N22 8LE (hereinafter called "the Council").

The parties have agreed to cooperate and work together to achieve a joint working consensus by adopting the approach set out in this Agreement.

1. INTERPRETATION

- 1.1. In this Agreement where the context so admits, the following words and phrases shall bear the following meanings:

Expression	Meaning
"Act"	shall mean the Housing Act 1996 (as amended);
"Association's Nominated Officer"	shall mean the officer nominated from time to time by the Association to administer the Association's obligations under this Agreement;
"Dwelling"	shall mean a single flat or other self-contained accommodation which is to be built on the Property as part of the Development and which is to be used as Affordable Housing (as defined in the Planning Agreement) for rent;
"Development"	the provision of residential units as authorised by the Planning Permission;
"Eligibility Criteria"	shall mean the criteria set out in Appendix 2 as agreed between the Association and the Council;
"GLA Agreement"	means the agreement between the Greater London Authority and dated
"Initial Lettings"	shall mean the first letting to a tenant of a Dwelling;
"Nominee"	shall mean a person who is nominated by the Council for occupation of a Dwelling in accordance with the provisions of this Agreement;

Expression	Meaning
"Non-True Void"	means a void created by temporarily decanted tenants and voids created by permanent decants;
"Registered Provider"	a registered social landlord registered with the Homes and Community Agency (or its successor) as a non-profit "registered provider of social housing" as such term is defined in the Housing and Regeneration Act 2008 and which shall include the Association;
"the Plan"	the plan attached at Appendix 3 of this Agreement;
"the Planning Agreement"	the agreement between the Council and ATRI7 2 Limited and Oaknorth Bank PLC dated 2024 made pursuant to (inter alia) Section 106 of the Town and Country Planning Act 1990 regulating the Development
"the Planning Permission"	planning permission HGY/2024/0450 granted on and any planning permission granted under section 73 of the Town and Country Planning Act 1990 removing or varying a condition thereto or Section 73A granting permission for development not substantially different from the permission granted pursuant to HGY/2024/0450;
"the Property"	shall mean the property known as registered at HM Land Registry under title number and shown edged red on the Plan;
"Tenancy Agreement"	shall be the Association's standard form of assured tenancy and assured shorthold tenancy as let under the Housing Act 1988;
"True Void"	shall mean any Dwelling that becomes vacant and defined as: i. Voids created through tenant moves to other landlords where no reciprocal arrangement exists; ii. Voids created by housing association transfers within Haringey where the transfer is to another landlord; iii. Voids created by the death of a tenant where there is no statutory or contractual right to succession; iv. Voids created by eviction or abandonment of the property; v. Voids created by decants once works are completed; vi. Voids created by permanent decants; but in each case excluding a Non-True Void;

Expression	Meaning
"Vacant Dwelling"	shall mean in respect of any Dwelling that Dwelling becoming vacant; and
"Working Days"	shall mean Monday to Friday excluding bank and statutory holidays.

- 1.2. Words and phrases defined in the Agreement shall where the context so admits bear the same meaning when used in this Agreement.
- 1.3. Reference to statutory provisions including the Act shall be deemed to include reference to any such provisions as from time to time amended, varied, replaced, extended or re-enacted and to any orders or regulations made thereunder.
- 1.4. In this Agreement clause headings are included for ease of reference only and shall not affect this Agreement or the interpretation thereof.

2. NOMINATION RIGHTS

- 2.1. The Association hereby grants to the Council the right to nominate Nominees for housing as tenants of the Association in accordance with the provisions of this Agreement PROVIDED THAT such right shall cease to apply in respect of any Dwelling which is demolished pursuant to a planning permission.

2.1.1. Subject to its obligations under clause 10.8 of the GLA agreement (to the extent applicable), the Association grants nomination rights to the Council as follows:

2.1.2. the Council shall have the right to make nominations to 100% of all Initial Lettings and all True Voids becoming available.

2.1.3. the Council shall have the right to make nominations to a minimum of 75% of all subsequent lettings of Dwellings with two or more bedrooms;

2.1.4. the Council shall have the right to make nominations to a minimum of 50% of all subsequent lettings of Dwellings with one bedroom;

and undertakes to closely monitor nominations to the Council to ensure that these quotas are met within the financial year (01 April – 31 March).

- 2.2. The Council agrees with the Association that it will at all times act fairly and reasonably in relation both to the number and manner of selection of Nominees under this Agreement having regard to the Council's rights to nominate such persons to housing of

other providers of social housing in the London Borough of Haringey with which the Council from time to time has nomination arrangements.

- 2.3. The parties shall agree to closely monitor nominations to the Council to ensure that clause 2.2 has been complied with within each financial year (01 April to 31 March).

3. NOMINATION PROCEDURE

- 3.1. The Council shall review each application for extra care supported housing and verify the applicant's household details in order to ensure that all Nominees are suitable.

- 3.2. In order to facilitate Initial Letting of the Dwellings, the Association shall advise the Council six months prior to completion of the Development including information on bed size, suitability for special needs and availability dates and:

- 3.2.1. where a Dwelling is able to have adaptations, details of this must be provided to enable the Council to identify clients with a matching housing need ;

- 3.2.2. the Association shall use its reasonable endeavours to facilitate early viewings by professionals such as occupational therapists at the request of the Council subject to safe and secure access being available and the visitor complying with all required health and safety precautions and advice.

- 3.2.3. the parties shall meet at least once every 4 weeks during the 12 weeks prior to completion of the Development to ensure the effective implementation of this Agreement and acknowledge that failure to advise of the timescale and attend viewings may well delay nominations.

- 3.3. For subsequent lettings (where possible), the Association shall give at least 4 weeks written notice to the Council of the date on which the Dwelling will become vacant.

- 3.4. The Association agrees not to place unreasonable conditions on the type of nomination which might be made to a particular letting and acknowledges that the Council will take remedial action to seek to ensure that no applicant is excluded from a right to safety and a quality of life due to unreasonable conditions placed on a particular letting.

- 3.5. The Council agrees to provide the Association with comprehensive information (within the bounds of data protection) regarding Nominees in terms of relevant individual support needs and previous tenancy issues in keeping with the Council's sustainable communities agenda.

- 3.6. The Association is expected to achieve a lettable standard for each Dwelling to which the Council has nomination rights the standard being that set by the Association's published policy which shall be made available to the Council on request.
- 3.7. Requests from the Association to implement local lettings policies will be subject to negotiation in line with the Council's lettings policy.
- 3.8. Housing specifically designated for older people will be subject to appropriate restrictions and divergence from the normal nomination procedures to ensure that properties are only offered to the identified age group and those with appropriate care and support needs.

4. ASSOCIATION GROUNDS FOR REFUSAL

- 4.1. The Association shall only reject nominees in the following specific circumstances:
 - 4.1.1. If a Nominee does not meet the Eligibility Criteria;
 - 4.1.2. If the circumstances of the Nominee or their household have changed since they were last assessed by the Council, or, if new information has come to light since the assessment was made, such that the offer is unsuitable;
 - 4.1.3. If inaccurate and/or incomplete information has been provided by the Nominee or the Council;
 - 4.1.4. If the Nominee's behaviour, or that of a member of their household, is such that a local authority would have been able to obtain an outright possession order against them had they been a local authority tenant;
 - 4.1.5. If the rejection is approved following negotiation with the Council's Housing Assessments & Lettings Manager;
 - 4.1.6. In the reasonable opinion of the Association the Nominee is unsuitable for the Dwelling taking into account the need to create and maintain a balanced community at the Property;
 - 4.1.7. In the reasonable opinion of the Association, the grant by the Association of a Tenancy Agreement to such Nominee would be in breach of the Association's charitable objects.
- 4.2. The Association shall not offer a Nominee a different unit from that originally made available unless previously agreed with the Council's Housing Assessments and Lettings Manager.

5. RECIPROCAL ARRANGEMENTS

- 5.1. The Council shall consider sympathetically any requests from the Association for reciprocal lettings arrangements. These will be considered on a case-by-case basis by senior officers (after consultation with Homes for Haringey) who will have particular regard to:

5.1.1. the comparability of the units (e.g., size, quality, area, timetable for availability);

5.1.2. whether it will prevent statutory homelessness;

5.1.3. whether it is necessary to achieve expenditure within a necessary timescale;

5.1.4. whether it is necessary to prevent violence/harassment; and

5.1.5. other exceptional circumstances as may be agreed by negotiation.

- 5.2. Any reciprocal arrangements will not fall within the nomination quota outlined in clause 2.2.

6. COUNCIL APPEAL PROCEDURE

- 6.1. Nominees shall have the right of appeal in line with the Council's published lettings policy but the right of appeal relates only to the suitability of the offer.
- 6.2. The Council shall operate the appeal procedure as specified in its lettings policy. Nominees are given 48 hours after refusal to reconsider the offer at which point it is withdrawn.

7. TERMS OF TENANCY

The tenancy to be offered to Nominees shall be the standard form of Assured Tenancy (or comparable successor tenancy) used by the Association for granting new tenancies in respect of dwellings similar to the Dwellings.

8. MONITORING

The Association shall during the subsistence of this Agreement provide the Council with the following information on a quarterly basis:

- 8.1. full details of any offers of a tenancy made by it to Nominees over the preceding quarter including brief details of the terms of such tenancies and whether such offers have been accepted or rejected and if known why such offers have been rejected; and

- 8.2. full details of any other lettings made by it over the immediately preceding quarter of vacant Dwellings.

9. AMENDMENTS TO LEGISLATION

If the Act is repealed or modified or other legislation is enacted in such a way as to change the responsibilities of the Council in relation to the housing of homeless persons or the Homes and Communities Agency or the Greater London Authority issues guidance in relation to nominations and/or allocations binding on the Association either party shall be entitled to request that the terms of this Agreement be varied so as to enable either party to discharge its new responsibilities and the Association or (as applicable) the Council shall not unreasonably withhold or delay its approval to such request **PROVIDED ALWAYS** that it shall be reasonable for the Association to withhold its consent in any case where the Association's obligations under this Agreement would become materially more onerous or where the Homes and Communities Agency or the Greater London Authority in its absolute discretion does not consent to all or any such variations.

10. INCUMBRANCES ON THE PROPERTY

- 10.1. The Council hereby acknowledges that the provisions of this Agreement shall not constitute an incumbrance upon the Association's title to the Dwellings or the Property.
- 10.2. The provisions of this Agreement are personal to the Council (and any successor body of the Council following local government reorganisation) and the Association (and any successor body of the Association).

11. DISPUTE RESOLUTION

- 11.1. Save as otherwise herein expressly provided any disputes or differences arising between the parties hereto as between their respective rights duties or obligations or to any other matter or thing in any way arising out of or connected with the subject matter of this Agreement shall be referred to the determination of a single independent assessor acting as an expert and not as arbitrator to be agreed upon by the parties or failing agreement to be a person nominated by the President for the time being of the Chartered Institute of Housing.
- 11.2. The decision of the said assessor shall be final and binding on the parties hereto.

12. EQUAL OPPORTUNITIES

- 12.1. The parties agree to operate equal opportunities designed to prevent and eliminate discrimination in the provision of social housing to include any Nominee excluded under clause 4.1.

12.2. Monitoring of this Agreement (as set out in Clause 8) is integral to this Agreement and will include a quarterly report on the ethnic origin and socio-economics of lettings.

12.3. The quarterly monitoring will evaluate returns as a standing item.

12.3.1. Where evidence of discrimination of a direct or indirect nature is identified, the parties shall inform their respective Director/Head of Service, who will consider what action be taken in respect of this.

12.3.2. With particular reference to clause 4.1, when an action plan is agreed it will be continued to be monitored at this level.

13. REVIEW ARRANGEMENTS

13.1. Special meetings on the nominations policy and procedure may be arranged at the request of the Council or the Association to review this Agreement. This Agreement may only be varied following discussions and the Appendices varied following a review or special meeting and any such variations must be evidenced in writing and duly signed by the parties hereto.

13.2. Both parties will agree to facilitate the most efficient lettings process in order to ensure the Association does not endure excessive rent loss as a direct result of the practices and procedures contained in Appendix 1 to this Agreement, the Association reserves the right to seek a review of the practices and procedures for processing Nominees as set out in accordance with clause 13.1 above.

14. NOTICES

Any notice to be given hereunder shall be in writing and shall be sufficiently served if delivered by hand and receipted for by the recipient or sent by the Recorded Delivery Service addressed in the case of the Council to its Assistant Director for Housing at River Park House, 225 High Road, London N22 8HQ or in the case of the Association to its Chief Executive at or to such other address as either party may from time to time notify to the other in accordance with the provisions of this Clause.

15. MISCELLANEOUS

The Council and the Association hereby agree that:

15.1. If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected or impaired.

15.2. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15.3. The consent or approval of the purchaser tenant and/or occupier of any Dwelling and/or their mortgagees shall not be required in respect of any agreed variation adjustment or supplement to this Agreement.

15.4. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each of the parties hereby submits to the exclusive jurisdiction of the English Courts.

16. COSTS

The Association agrees to pay the Council its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of the Agreement.

NOMINATION AGREEMENT

APPENDIX 1

PRACTICES AND PROCEDURES FOR PROCESSING NOMINATIONS

1. REQUEST FOR NOMINATION: ASSOCIATION ACTION

- 1.1. Notification of vacant Dwellings shall be made by the Association to the Council via e-mail to the Council's lettings team (lettings@haringey.gov.uk) on the Request for Nomination Form (NR 1) attached at Schedule 1 to this Appendix.
- 1.2. The Association will notify the Council of the Dwellings that require a nomination. The Dwelling may be a True Void or may be under notice from the existing tenant.
- 1.3. As far as possible all details of the Dwelling should be entered onto the Request for Nomination Form including any additional information to assist applicants.
- 1.4. The Association shall also send a photograph of the Dwelling with the Request for Nomination Form via email to the Council's lettings team. Photographs which identify a property archetype are acceptable but the individual Dwelling (e.g., door number) should not be identifiable from the photograph.
 - 1.4.1. Original size jpeg or HA logo.
 - 1.4.2. The Association is not obliged to submit a photograph; however, the lack of a photograph may impact on the popularity of the Dwelling among applicants.
- 1.5. The Association shall not place unreasonable conditions on the type of nomination which might be made to a particular letting.

2. MAKING NOMINATIONS: COUNCIL ACTION

- 2.1. Within two weeks of receipt of the Request for Nomination Form referred to in paragraph 1.1 of this Appendix, the Council shall provide full written details of its Nominees including the order of priority between the Nominee(s) to the Association via e-mail using the nomination form attached at Schedule 2 to this Appendix and including so far as the Council is able all relevant information in its possession in accordance with all relevant data protection legislation.
- 2.2. The Council will inform the Nominee(s) that they have been nominated to the Association and that the Association will contact them within 5 working days, to arrange a viewing.

3. ASSESSMENT OF NOMINEES - ASSOCIATION PRACTICES

- 3.1. The Association shall generally accept the Council's Nominees.
- 3.2. The Association may visit/interview Nominees for the purposes of checking the accuracy of information provided and to provide detailed information about the Association and the proposed letting. There shall not normally be a further assessment of housing need.
- 3.3. The Association may require Nominees to complete an application form; this may be done during the viewing/interview.

4. ASSOCIATION GROUNDS FOR REFUSAL

- 4.1. The Association shall only reject nominees in the following specific circumstances:
 - 4.1.1. If the Nominee does not meet the Eligibility Criteria.
 - 4.1.2. If the circumstances of the nominated household have changed since they were last assessed by the Council, or, if new information has come to light since the assessment was made, such that the offer is unsuitable.
 - 4.1.3. If inaccurate and/or incomplete information has been provided by the Nominee or the Council.
 - 4.1.4. If the nominated applicant's behaviour, or a member of their household, is such that a local authority would have been able to obtain an outright possession order against them, had they been a local authority tenant.
 - 4.1.5. If the rejection is approved following negotiation with the Council's Housing Assessments & Lettings Manager.
 - 4.1.6. The Nominee has not completed a tenancy agreement within 4 weeks of the Council providing the said details referred to in paragraph 2.1.
 - 4.1.7. If the Nominee's care and support needs are in excess of the care and support services available at the Property.
 - 4.1.8. In the reasonable opinion of the Association the nominee is unsuitable for the dwelling taking into account the need to create and maintain a balanced community at the Property.
- 4.2. The Association shall not offer a Nominee a different unit from that originally made available unless previously agreed with the Council's Housing Assessments and Lettings Manager.

5. NOTIFICATION TO THE COUNCIL WHEN AN OFFER IS MADE/REFUSED

- 5.1. The Association shall notify the Council about the result of all nominations including those Nominees who did not attend a viewing in writing by completing the relevant part of the nominations form via email to Lettings@haringey.gov.uk and copy in the lettings officer who sent the nomination form to the Association within two Working Days of the result of the nominations being known.
- 5.2. Should the Nominee refuse an offer of accommodation, the Association shall immediately notify the Council of this refusal by telephone and email to Lettings@haringey.gov.uk and copy in the lettings officer who sent the nomination form to the Association.
- 5.3. The outcome of all nominations will be recorded and monitored by the Council.

6. COUNCIL REVIEW PROCEDURE

- 6.1. The Council shall operate a procedure which does not involve keeping an Association's offer open longer than 2 Working Days from the date of refusal.
- 6.2. Nominees shall only have the right of review against the suitability of the offer and no other factors.

7. CASCADE

If after four (4) weeks of the Council providing the Association with the details of the Nominee pursuant to paragraph 2.1 a Dwelling has not been let the Association will be able to let the Dwelling from its own register or by other suitable means.

8. INTERMEDIATE HOUSING

- 8.1. The Registered Provider shall publicise new and re-sale intermediate dwellings at the Development and provide full details (a paragraph and a hyper link to further information shall suffice) of all home ownerships for inclusion on the Choice Based lettings website home page.
- 8.2. The Registered Provider will advertise the Development and all open days and other events in the borough-wide 'Haringey People' magazine (http://www.haringey.gov.uk/index/news_and_events/haringeypeople.htm) which is published 10 times per annum.

SCHEDULE 1

NR 1

REQUEST FOR NOMINATION

FOR COMPLETION BY PARTNER ASSOCIATIONS / CO- OPERATIVES

A: To the London Borough of Haringey

Property Address	
Post code	

Date of request		Property available from	
Landlord		Tel. No.	

Contact officer		Email	
Weekly rent (excl. Water rate)		Weekly service changes	

B: Property Details							
Flat		House		Bungalow		Maisonette	
No. of Bedrooms							

B: Property Details							
No. of Double bedrooms		No. of single bedrooms		No. of Bed spaces			
Floor level		Block		Street		Garden	
Means for access		Lift		Internal Stairs		External Steps	
Suitable for wheelchair Y?N		Adapted for Disabled Y/N		Property modernised Y/N		If yes please give date	
Decorative condition							
Poor		Average		Good		Excellent	
Grant available Y/N		Amount					

Type of Heating please ✓

Gas combination boiler	☐	Electricity Only	☐	Solid fuel	☐	Under floor	☐
District Heating	☐	other	☐	None	☐	Security Y/N	☐

C: Additional Information

Neighbourhood & Transport Please describe the area around the home, e.g., schools, shops, transport links, health & community facilities			
Viewing date		Viewing Time	

Name of officer
supplying details

Email to: Lettings Team - lettings@haringey.gov.uk

Internal Use

OHMS Updated by

Date

--	--	--	--	--	--

Officer details

SCHEDULE 2

RISK ASSESSMENT FORM HARINGEY COUNCIL NOMINATION FORM

DATE:	
ADVERT WEEK:	
SELECTION: 1 ST , 2 ND etc	
NOMINEE PRIORITY:	

RP	
RP OFFICER	
CONTACT NUMBER	
PROPERTY ADDRESS	
BED SIZE	
UPRN:	
ADVERT NUMBER	

HOUSEHOLD DETAILS:

First & Surname	D.O.B	Gender	Relationship to Applicant	Joint App.	Income source CORE Q10	Nat Ins No.

CURRENT ADDRESS	
CONTACT NUMBER	
REFERENCE NUMBER	
BAND	
EFFECTIVE DATE	
CONTACT METHOD	

DATE OF SUCCESSFUL VERIFICATION	
--	--

Ethnic Origin of Applicant (CORE Q5)	
---	--

HOUSING ACCESS ROUTE (CORE 15/17)

Statutorily Homeless and owed a main homelessness duty		Statutorily Homeless but not owed a main homelessness duty		Other Homeless (Please specify)	
Relocated via a recognised mobility scheme		Other LA Nom		Council Transfer	

RISKASSESSMENT

Levels - No Risk, Low, Medium or High (See matrix for guidance)

RISK	LEVEL L/M/H	
Risk to other individuals		
Risk to Applicant		
Risk to Organisations		

SUPPORT NEEDS

Communication Needs	
Medical Assessment / Needs Of Applicant	
Date Carried Out	

Vulnerability of any household member	
Tenancy Sustainment (Floating Support needs)	
Statutory Care (Mental Health, Social Services – Care Package)	
Contact Details of Support Provider	

Bid Type:			
Viewing Date / Time:			
Accepted:		Tenancy Start Date	
Refused: (Reason)			
Did Not Attend:			

NOMINATING LETTINGS OFFICER:	
Tel. Number: 0208 489 47	

PLEASE EMAIL VIEWING RESULTS TO: lettings@haringey.gov.uk AS SOON AS THE VIEWING HAS BEEN COMPLETED.

RISK RATING TABLE				
SEVERITY				
LIKELIHOOD OCCURRENCE	OF			
		1 NEGLIGIBLE	2 MODERATE	3 SEVERE
1 UNLIKELY		LOW	LOW	MEDIUM
2 POSSIBLE		LOW	MEDIUM	HIGH
3 VERY LIKELY		MEDIUM	HIGH	HIGH

APPENDIX 2

ELIGIBILITY CRITERIA

The Council is clear that local residents should benefit from new affordable housing to rent or to own in the London Borough of Haringey and the priorities and marketing bands below are in place to ensure this.

Robust mechanisms will be put in place to monitor and enforce these priorities.

Priorities are set to allocate Dwellings when a number of individuals who meet the eligibility criteria have expressed an interest and are as follows:

Priority One:

- Council social housing tenants, including Housing Association tenants where the Council has nominations rights to that Dwelling
- Households on the housing register
- Households who are required to move because of estate renewal, including leaseholders and freeholders who are unable to purchase properties on the open market
- Children of Council social housing tenants who are currently living with their parents

Priority Two

- Members of the armed forces
- Applicants who live or work in the London Borough of Haringey

Priority Three

- Any other applicants living or working in another London borough.

Where several applicants are in the same priority band, precedence will be given to households on the lowest income who meet the affordability criteria, and then to the applicant who first expressed an interest in the property.

The Council can, at its discretion, grant additional priority in exceptional cases. This can include households who are threatened with homelessness, or where a household member is a victim of domestic violence.

Key workers are not given specific priority in the London Borough of Haringey since this policy statement is not seeking to prescribe the value of different workers to the Borough. However, employer-supported housing is welcome.

APPENDIX 3 THE PLAN

IN WITNESS whereof the parties have executed this Agreement 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:

Authorized Officer

EXECUTED as a DEED by
.....
acting by a director in the presence of

Signature of Witness

Name (BLOCK CAPS)

Address

EXECUTED as a DEED by
.....
acting by two directors or a director and
secretary

EXECUTED as a DEED by
affixing the **common seal** of
.....
in the presence of:

FOURTH SCHEDULE

PARKING TRAVEL AND HIGHWAYS

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed:

Word or Expression	Meaning
"Blue Badge Holder"	a person who holds a disabled persons badge issued pursuant to section 21 Chronically Sick and Disabled Persons Act 1970 (as amended);
"Car Club"	a club operated by a Car Club Operator which Residents 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"	a company that is accredited by CoMoUK to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing;
"Commercial Travel Plan"	a plan to be prepared by or on behalf of the Owner and submitted to the Council for approval which: (a) sets out ways to encourage sustainable transport to and from the Commercial Units; (b) identifies an individual who is to be the Commercial Travel Plan Co-ordinator; (c) provides for the provision of welcome induction packs to Occupiers of the Commercial Units containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan policy and guidance;

Word or Expression	Meaning
“Commercial Travel Plan Monitoring Contribution”	the sum of TEN THOUSAND POUNDS ONLY (£10,000.00) to be paid to the Council in accordance with- paragraph 7.3. as a contribution towards the costs of monitoring compliance with and performance of the Commercial Travel Plan
“Commercial Travel Plan Co-Ordinator”	a person appointed by the Owner 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 Units;
“CoMoUK”	the national charity promoting responsible car use;
“Construction Logistics and Management Plan Monitoring Contribution”	the sum of FIFTEEN THOUSAND POUNDS ONLY (£15,000.00) to be paid to the Council in accordance with- paragraph 7.1 towards the costs of monitoring compliance with and performance of the Construction Logistics and Management Plan approved pursuant to Condition 13 attached to the Planning Permission;
“CPZ Contribution”	the sum of TWENTY THOUSAND POUNDS ONLY (£20,000.-00) to be paid to the Council in accordance with paragraph 7.2.1 towards the feasibility, design, and consultation on traffic management measures to restrict parking in the area surrounding the Property including the area on the edge of the existing Wood Green Outer Controlled Parking Zone which have reduced operational hours compared to the Inner Controlled Parking Zone;

Word or Expression	Meaning
"Highway Works"	means the works a) to Lordship Lane to include i) reconstruction of footways fronting the Development and the construction of a crossover access to the Development ii) the regrading of the existing paving using existing materials and retaining the existing kerbing ii) replacing existing dropped bellmouth with dropped kerb footway crossing iii) providing new road markings and iv) removing and replacing existing pedestrian barrier; and b) to Wellesley Road to include i) installing edging to back of existing footway and ii) creating new dropped footway crossing for vehicles exiting the Property; and c) to Redvers Road re-pavement of footway at the entrance of the road exiting the site within the area edged red on the Highway Works Plan
"Highway Works Plan"	the plan appended to this Agreement with reference 02310-FWL-ZZ-ZZ-DR-C-9060 Rev. PO2;
"Lordship Lane/Wood Green High Road casualty reduction and cycle lane feasibility contribution"	the sum of ONE AND SIXTY THOUSAND POUNDS ONLY (£160,000.00) to be paid to the Council in accordance with paragraph 7.2.2 of this schedule towards the examination of the feasibility and subsequent design of cycle lanes and other casualty reduction schemes along Lordship Lane and in Wood Green generally;
"Residential Travel Plan"	a plan to be prepared by or on behalf of the Owner and submitted to the Council for approval which:

Word or Expression	Meaning
	(a) identifies an individual who is to be the Residential Travel Plan Coordinator; (b) sets out ways to encourage sustainable transport to and from the Affordable Housing Units; (c) proposes a cycle mode share to be achieved by the fifth anniversary of the Occupation Date of the Residential Units; (d) provides for the provision of welcome residential induction packs to Occupiers of the Affordable Housing Units containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan; (e) provides a commitment to liaise with a Car Club Operator to understand utilisation of parking reserved for vehicles used by any Car Club within reasonable walking distance of the Development and any other information reasonably requested by the Council;
“Residential Travel Plan Monitoring Contribution”	the sum of FIFTEEN THOUSAND POUNDS ONLY (£15,000.00) to be paid to the Council in accordance with- paragraph 7.4 of this Schedule as a contribution towards the costs of monitoring compliance with and performance of the Residential Travel Plan
“Residential Travel Plan Co-Ordinator”	a person appointed by the Owner 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 Affordable Housing Units;

Word or Expression	Meaning
“Resident’s Parking Permit”	a permit issued under the Traffic Management Order which permits the holder to park in accordance with the Traffic Management Order;
“Student Accommodation Travel Plan”	a plan to be prepared by or on behalf of the Owner and submitted to the Council for approval which: (a) identifies an individual who is to be the Student Accommodation Travel Plan Coordinator; (b) sets out ways to encourage sustainable transport to and from the Student Accommodation; (c) proposes a cycle mode share to be achieved by the fifth anniversary of the Occupation Date of the Student Accommodation; (d) provides for the provision of welcome induction packs to Occupiers of the Student Accommodation containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan; and any other information reasonably requested by the Council;
“Student Accommodation Monitoring Contribution”	the sum of TEN THOUSAND POUNDS ONLY (£10,000.00) to be paid to the Council in accordance with- paragraph 7.5 as a contribution towards the costs of monitoring compliance with and performance of the Student Accommodation Travel Plan

Word or Expression	Meaning
“Student Accommodation Travel Plan Co-Ordinator”	a person appointed by the Owner to liaise with the Council in the submission and agreement of the Student Accommodation Travel Plan and on compliance therewith and to be responsible for promoting the Student Accommodation Travel Plan to Occupiers of the Student Accommodation;
“Traffic Management Order”	the relevant order for the time being in force made under the Road Traffic Regulation Act 1984 (as amended) which establishes a controlled parking zone in which the Property is situated;
“Traffic Management Order Contribution”	the sum of FOUR THOUSAND POUNDS ONLY (£4,000.-00) to be paid to the Council in accordance with paragraph 7.2.3 of this schedule 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 and occupiers of which may apply for a Resident's Parking Permit; and
“Welcome Pack”	a collection of literature that may include maps, public transport time tables and routes, availability of car share and hire cycles and details of suppliers, vouchers for discounted travel and similar concessions and such other information as may be approved by the Council with the intention of securing that occupiers of the Development are aware of the most sustainable methods of accessing the Development .

2. RESIDENTIAL TRAVEL PLAN

The Owner covenants as follows

- 2.1 No less than six months prior to the anticipated Occupation Date of any Affordable Housing Unit 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 before invoking the provisions of Clause 15;
- 2.2 Prior to the Occupation Date
- 2.2.1 to appoint the Residential Travel Plan Co-Ordinator and to use reasonable endeavours secure thereafter that a Residential Travel Plan Co-Ordinator is retained (reasonable periods of vacancy accepted) for a period of at least five years after all the Affordable Housing Units have first been Occupied; and
- 2.2.2 to submit to the Council for approval details of a Welcome Pack for potential occupiers of the Affordable Housing Units PROVIDED THAT if the Council has not refused to approve the details of such a Welcome Pack within 30 Working Days of the same being supplied to the Council the said details shall be deemed approved.
- 2.3 Not to Occupy or cause or permit Occupation of any Affordable Housing Unit until
- 2.3.1 the Residential Travel Plan has been approved ("**the Approved Residential Travel Plan**");
- 2.3.2 the details of the Welcome Pack have been approved (or are deemed approved); and
- 2.3.3 the Residential Travel Plan Coordinator has been appointed.
- 2.4 To work in collaboration with the Council to conduct annual reviews of the Approved Residential Travel Plan for five years following Occupation of all of the Affordable Housing Units comprised in the Development and following such reviews to make such amendments to the Approved Residential Travel Plan as may be reasonably required by the Council;

- 2.5 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 paragraph 2.4);
- 2.6 To provide a Welcome Pack to the Occupier of each Affordable Housing Unit.
- 2.7 To carry out and comply with the Approved Residential Travel Plan (as may be amended from time to time in accordance with paragraph 2.4).

3. **COMMERCIAL TRAVEL PLAN**

The Owner covenants as follows:

- 3.1 No less than six months prior to the anticipated Occupation Date of any Commercial Unit to submit a Commercial Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the said Commercial Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the said Commercial Travel Plan as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of Clause 15;
- 3.2 Prior to the Occupation Date of any Commercial Unit to
 - 3.2.1 appoint the Commercial Travel Plan Co-Ordinator and use reasonable endeavours to secure thereafter that a Commercial Travel Plan Co-Ordinator is retained (reasonable periods of vacancy accepted) for a period of at least five years from first Occupation of a Commercial Unit; and
 - 3.2.2 to submit to the Council for approval details of a Welcome Pack for potential occupiers of the Commercial Units PROVIDED THAT if the Council has not refused to approve the details of such a Welcome Pack within 30 Working Days of the same being supplied to the Council the said details shall be deemed approved.
- 3.3 Not to Occupy or cause or permit Occupation of any Commercial Unit until:
 - 3.3.1 the Commercial Travel Plan has been approved ("**the Approved Commercial Travel Plan**");

- 3.3.2 the details of the Welcome Pack have been approved (or are deemed approved); and
- 3.3.3 the Commercial Travel Plan Coordinator has been appointed.
- 3.4 to work in collaboration with the Council to conduct annual reviews of the Approved Commercial Travel Plan for five years following the date that any Commercial Unit has been made available for Occupation and following such reviews to make such amendments to the Approved Commercial Travel Plan as may be reasonably required by the Council;
- 3.5 Not to Occupy or cause or permit Occupation of any Commercial Unit otherwise than in accordance with the Approved Commercial Travel Plan (as may be amended from time to time in accordance with paragraph 3.4);
- 3.6 To carry out and comply with the Approved Commercial Travel Plan (as may be amended from time to time in accordance with paragraph 3.4) in relation to Occupation of the Commercial Units; and
- 3.7 To provide a Welcome Pack to the Occupier of any Commercial Unit.

4. STUDENT ACCOMMODATION TRAVEL PLAN

The Owner covenants as follows:

- 4.1 No less than six months prior to the anticipated Occupation Date of any unit of Student Accommodation to submit a Student Accommodation Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the said Student Accommodation Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the said Student Accommodation Travel Plan as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of Clause 15;
- 4.2 Prior to the Occupation Date of any unit of Student Accommodation:
 - 4.2.1 to appoint the Student Accommodation Travel Plan Co-Ordinator and to use reasonable endeavours to secure thereafter that a Student Accommodation Travel Plan Co-Ordinator is retained (reasonable

periods of vacancy accepted) for a period of at least five years from the date of first Occupation of the Student Accommodation; and

- 4.2.2 to submit to the Council for approval details of a Welcome Pack for potential occupiers of the Student Accommodation PROVIDED THAT if the Council has not refused to approve the details of such a Welcome Pack within 30 Working Days of the same being supplied to the Council the said details shall be deemed approved.
- 4.3 Not to Occupy or cause or permit Occupation of any unit of Student Accommodation until:
 - 4.3.1 the Student Accommodation Travel Plan has been approved ("**the Approved Student Accommodation Travel Plan**"); and
 - 4.3.2 the details of the Welcome Pack have been approved (or are deemed approved); and
 - 4.3.3 the Student Accommodation Travel Plan Coordinator has been appointed;.
- 4.4 To work in collaboration with the Council to conduct annual reviews of the Approved Student Accommodation Travel Plan applicable for five years following the first Occupation of any unit of Student Accommodation and following such reviews to make such amendments to the Approved Student Accommodation Travel Plan as may be reasonably required by the Council;
- 4.5 Not to Occupy or cause or permit Occupation of any unit of Student Accommodation otherwise than in accordance with the Approved Student Accommodation Travel Plan (as may be amended from time to time in accordance with paragraph 4.4); and
- 4.6 To carry out and comply with the Approved Student Accommodation Travel Plan (as may be amended from time to time in accordance with paragraph 4.4) in relation to Occupation of the Student Accommodation.
- 4.7 To provide a Welcome Pack to the Occupier of each Student Accommodation Unit.

5. CAR-FREE DEVELOPMENT

5.1 The Owner covenants that neither the Affordable Housing Units nor the Student Accommodation shall be Occupied by anyone who has a Resident's Parking Permit save for the application of paragraph 5.2 and in particular:

5.1.1 in the event that a Resident's Parking Permit is issued to an Occupier of any Affordable Housing Unit or unit of Student Accommodation it shall be surrendered to the Council within five (5) Working Days of a written demand therefor from the Council;

5.1.2 prior to the Occupation of each Affordable Housing Unit and/or unit of Student Accommodation the potential Occupier shall be informed 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 as regards any Affordable Housing Unit any Transfer tenancy or licence to any subsequent Occupier shall contain an obligation for them to comply with and raise no objection to the provisions of paragraphs 5.1 and 5.1.1 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 seven 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.";

5.1.3 any advertisement in relation to the marketing or sale of any Affordable Housing Unit is to include specific reference that the Affordable Housing Unit is subject to the restrictions in this paragraph; and

5.1.4 any literature published in whatever form that announces or promoted the availability of the Student Accommodation for Occupation shall state clearly that the restrictions in this paragraph apply to all Occupiers of the Student Accommodation.

5.2 The restrictions in paragraph 5.1 above shall not apply in respect of any Occupier of an Affordable Housing Unit or unit of Student Accommodation who is a Blue Badge Holder.

6. **CAR CLUB**

6.1 The Owner covenants:

6.1.1 to liaise with a Car Club Operator and use reasonable endeavours before any of the Affordable Housing Units are Occupied to establish a Car Club in the vicinity of the Development or to identify a Car Club already operating in the vicinity of the Development that is prepared to offer membership of that Car Club to future Occupiers of the Affordable Housing Units;

6.1.2 to ensure that Occupiers of the Affordable Housing Units are offered free membership of a Car Club for a period of three years from the first Occupation Date of the appropriate Affordable Housing Unit PROVIDED THAT during this three year period the Owner shall not be obliged to secure free memberships to more than two Occupiers of each Affordable Housing Unit;

6.1.3 for a period of three (3) years from the Occupation Date to pay into the Car Club a credit of FIFTY POUNDS (£50.00) per annum in respect of each eligible Occupier of each Affordable Housing Unit that has activated its free membership offered pursuant to paragraph 6.1.2 PROVIDED THAT the annual credit in respect of any Affordable Housing Unit shall be a maximum of fifty pounds £50.00;

6.1.4 for three years from the first Occupation Date of each Affordable Housing Unit to provide marketing literature to the Occupiers of that Affordable Housing Unit to include information on how to claim the incentives detailed in paragraphs 6.1.2 and 6.1.3 above;

6.1.5 to provide reasonable evidence of compliance with the provisions of this paragraph 6.1 to the Planning Obligations Monitoring Officer when asked to do so;

6.2 In the event that any Occupier of an Affordable Housing Unit notifies the Owner that instead of using the Car Club they will purchase a bicycle the Owner shall instead of providing the credit pursuant to paragraph 6.1.3 pay the Occupier the equivalent of that credit by way of voucher (to the value of no more than £150) only due to the Affordable Housing Unit less any credit already paid for the purposes of purchasing a bicycle and the Owner shall thereafter have no obligation to secure membership of the Car Club for that Occupier and FURTHER PROVIDED that the Owner shall not be required to provide credit pursuant to this paragraph in excess of £150 in respect of any individual Affordable Housing Unit

7. FINANCIAL CONTRIBUTIONS

7.1 The Owner covenants:

7.1.1 to pay the Construction Logistics and Management Plan Monitoring Contribution before commencement of the Construction Phase; and

7.1.2 not to commence the Construction Phase until the Construction Logistics and Management Plan Monitoring Contribution has been paid

7.2 Before Implementation the Owner covenants to pay or secure payment of

7.2.1 the CPZ Contribution;

7.2.2 the Lordship Lane/Wood Green High Road casualty reduction and cycle lane feasibility contribution; and

7.2.3 the Traffic Management Order Contribution

7.3 The Owner covenants to pay or secure payment of the Commercial Travel Plan Monitoring Contribution as follows:

7.3.1 TWO THOUSAND POUNDS ONLY (£2000.00) on or before the Occupation of the first Commercial Unit to be Occupied; and

7.3.2 TWO THOUSAND POUNDS ONLY (£2000.00) on the first, second, third and fourth anniversary of the payment made pursuant to paragraph 7.3.1 above (each such payment being 'an instalment')

and not to Occupy or permit Occupation of any Commercial Unit until the sum set out in paragraph 7.3.1 is paid

7.4 The Owner covenants to pay or secure payment of the Residential Travel Plan Monitoring Contribution as follows:

7.4.1 THREE THOUSAND POUNDS ONLY (£3000.00) on or before the Occupation of the first Affordable Housing Unit to be Occupied; and

7.4.2 THREE THOUSAND POUNDS ONLY (£3000.00) on the first, second, third and fourth anniversary of the payment made pursuant to paragraph 7.4.1 above (each such payment being 'an instalment')

and not to Occupy or permit Occupation of any Affordable Housing Unit until the sum set out in paragraph 7.4.1 is paid

7.5 The Owner covenants to pay or secure payment of the Student Accommodation Travel Plan Monitoring Contribution as follows:

7.5.1 TWO THOUSAND POUNDS ONLY (£2000.00) on or before the Occupation of the first unit of Student Accommodation to be Occupied; and

7.5.2 TWO THOUSAND POUNDS ONLY (£2000.00) on the first, second, third and fourth anniversary of the payment made pursuant to paragraph 7.5.1 above (each such payment being 'an instalment')

and not to Occupy or permit Occupation of any unit of Student Accommodation until the sum set out in paragraph 7.5.1 is paid

7.6 if any instalment due under paragraphs 7.3.2, 7.4.2 or 7.5.2 above is more than one month overdue and remains unpaid for a further month after a demand therefore has been made all instalments still to be paid at that time pursuant to the relevant paragraph shall immediately become due.

8. HIGHWAYS

- 8.1 The Owner covenants not to Occupy or permit Occupation of any of the Development until the Highway Works have been completed.

FIFTH SCHEDULE

EMPLOYMENT AND SKILLS

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed:

Expression	Meaning
“Apprentice”	a Resident aged 16 years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ Level 2 or above who is: • employed on a contract as an Apprentice pursuant to a written contract of employment; • working alongside experienced staff to gain job specific skills; and • attending college or an education or training provider as part of their Apprenticeship, and the term “Apprentices” shall be construed accordingly;
“Apprenticeship”	an industry-led training programme leading to a recognised qualification with set requirements used by training providers, colleges, and employers to ensure that all apprenticeship programmes are delivered consistently and to national standards² and the term “Apprenticeships” shall be construed accordingly;

²

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

Expression	Meaning
"Apprenticeship Support Contribution"	a financial contribution to support the recruitment process, in-work support and post- work support of Apprentices to be calculated on the basis of £1,500 per Apprentice employed (or who should be employed according to the Employment and Skills Plan) during the Construction Phase;
"Assigned Officer"	the Council's social value officer assigned by the Council to meet the requirements of the Local Economy Team or such other officer notified from time to time;
"Construction Partnership"	strategic and operational forum(s) to shape future construction programmes, share ideas, best practice, and coordinate employment and skills activities as notified by the Council to the Owner from time to time;
"Contractor"	the Entity that has contracted with the Owner to carry out the works to create the Development and where the context requires includes all sub-contractors and other professional and trades people and organisations whether employed directly by the Contractor or the Owner
"Employment and Skills Lead"	a dedicated resource (which for the avoidance of doubt could be an employee of the Owner or of a Contractor or an agent appointed by the Owner to carry out the Development) identified to the Council pursuant to paragraph 4 below who will be responsible for the implementation, co-ordination and the delivery of the measures set out in the Employment and Skills Plan during the Construction Phase;
"Employment and Skills Plan"	the plan to be submitted to the Council and containing the information outlined under paragraph 2 below

Expression	Meaning
“Employment and Skills Support Providers”	a partnership of local organisations operating within the Borough to help coordinate, promote, and support Residents and other persons into training or employment opportunities as may be notified by the Council from time to time;
“Local Economy Team”	the Council’s team responsible for Inclusive Economy policy, strategy, commissioning, programmes and compliance;
“Flexi-job Apprenticeship Agency”	organisations that recruit and employ apprentices and arrange placements with a variety of host businesses for the duration of an apprenticeship and Flexi-job Apprenticeship Agencies shall be construed accordingly.
“Haringey Works Team”	the Council’s team responsible for supporting Residents into training or employment opportunities and any successor team(s) that may exist from time to time;
“London Living Wage”	the hourly rate which the Living Wage Foundation (or any alternative independent successor body approved in writing by the Council) determines is the minimum rate required to cover the basic costs of living in the Borough ³ ;
“Resident”	a person who is resident in the Borough and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old and the term “Residents” shall be construed accordingly;

Expression	Meaning
“Skills-Based Training”	a training programme that is intended to provide unemployed Residents with the skills and accredited 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 ⁹ ;
“STEM and Career Education Sessions”	programmes that develop long-term relationships with local organisations working closely with them to deliver practical career education activities relevant to the construction industry including in Science Technology Engineering and 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;
“Work Experience”	positions for students and learners based in the Borough to undertake work experience for a minimum of five (5) days (twenty five (25) hours); and
“Work Placements”	positions for Residents, who are not in education or training to undertake work for a minimum of five (5) days (35 hours) to include pre-employment placements;

2. EMPLOYMENT AND SKILLS PLAN

The Owner covenants with the Council as follows:

- 2.1 No later than twenty (20) Working Days prior to the start of the Construction Phase, to submit (or procure that the Employment and Skills Lead submits) to the Council an Employment and Skills Plan for approval, to include a detailed construction programme, procurement schedule, recruitment protocols and labour histogram stipulating the following requirements:

- 2.1.1 how the Owner will use reasonable endeavours to secure the provision of not less than twenty percent (20%) of the workforce employed during the Construction Phase to comprise Residents each of whom shall be employed under a contract for employment for a minimum of 26 weeks;
- 2.1.2 how the Owner will secure the provision of Skills-Based Training to the twenty percent (20%) referred to in paragraph 2.1.1 above;
- 2.1.3 how the Owner will offer placements for the employment of full-time Apprenticeships to at least one Apprentice per £3 million construction cost, up to maximum of 10% of the total construction workforce at its anticipated maximum provision on Site, such Apprentices to be:
 - (a) paid at no less than London Living Wage and to be supported in their training and qualification to a minimum of NVQ Level 2;
 - (b) nominated by Haringey Works Team (subject to paragraph 2.1.4 below); and
 - (c) employed EITHER
 - (i) until the end of the Apprenticeship if recruited directly; or
 - (d) if recruited through Flexi-job Apprenticeship Agencies for a minimum of 26 weeks;
- 2.1.4 subject to paragraph 2.3, how the Owner and any Contractor or any agent of any Contractor shall work exclusively with the Haringey Works Team and Employment and Skills Support Providers for any recruitment assessment screening testing and application support arrangements to maximise the employment and training opportunities for Residents including jobs and Apprenticeships arising during the Construction Phase SAVE THAT in the event that the Haringey Works Team or Employment and Skills Support Providers are not able to refer a Resident for a job or Apprenticeship within ten (10) Working Days from the date the vacancy or opportunity for that role is submitted to the Council and approved in writing the Owner and the Contractor shall be free to recruit for that role from other sources;

- 2.1.5 the provision of Work Placements the number of which to be agreed with the Assigned Officer (with regard to the cost of the Development);
- 2.1.6 the provision of Work Experience the number of which to be agreed with the Assigned Officer (with regard to the cost of the Development);
- 2.1.7 the provision of no fewer than five (5) STEM and Career Education Sessions, the format of such sessions to be agreed with the Assigned Officer;
- 2.1.8 how the Owner and leaseholders and end users of the Development (following the Construction Phase) shall work with the Haringey Works Team to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development;
- 2.1.9 how the Owner will 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;
- 2.1.10 the provision of details of how the Employment and Skills Plan prevents discrimination against groups with protected characteristics in terms of the employment and skills development opportunities it facilitates and has regard to the specific demographic characteristics of Residents in its proposed activities including Residents who experience barriers to employment such as rehabilitating young offenders, long term unemployed, homeless persons, care leavers and neuro diverse individuals;
- 2.1.11 how the Assigned Officer is to be provided with such information as is reasonably required to ensure compliance with the Approved Employment and Skills Plan (including but not limited to monthly monitoring data, case studies, supporting evidence and summaries of details of the above opportunities provided to Residents), such information to be provided directly to the Council whether by the Owner

or its agents or Contractors in a format approved by the Assigned Officer which may include the provision of information through an online portal as notified by the Council from time to time;

2.1.12 how the Owner shall seek to obtain consent from all employees, contractors and agents to ensure that the information required under paragraph 2.1.11 above can be provided to the Council in compliance with the provisions of the Data Protection Act 2018 and other statutory requirements; and

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

2.2 Not to commence the Construction Phase unless and until the Council has approved the Employment and Skills Plan (once so approved “**the Approved Employment and Skills Plan**”) and in the event of any refusal by the Council to approve an Employment and Skills Plan to submit an amended Employment and Skills Plan having regard to the Council’s reasonable reasons for refusal before invoking the provisions of Clause 15 and thereafter to use reasonable endeavours to carry out the Development in accordance with the Approved Employment and Skills Plan.

2.3 In the event that the Haringey Works Team or Employment and Skills Support Providers are not able to refer a Resident for a job or Apprenticeship within ten (10) Working Days from the date the vacancy or opportunity for that role is submitted to the Council the Owner and the Contractor shall be free to recruit for that role from other sources.

3. **ADDITIONAL CONTRIBUTIONS**

The Owner shall not Implement or cause or permit Implementation unless and until the Apprenticeship Support Contribution has been received in full by the Council.

4. **EMPLOYMENT AND SKILLS LEAD**

The Owner covenants with the Council as follows:

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

4.1.1 meet the requirements of the Approved Employment and Skills Plan; and

4.1.2 to seek to ensure efficient management and supply of Residents for employment and training opportunities for the Construction Phase 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; and

4.2 Not to commence the Construction Phase unless and until the Council has been informed of the name and contact details of the Employment and Skills Lead.

5. MISSED TARGETS

5.1 This paragraph 5 applies only in the event that the Owner has not complied with the reasonable endeavours obligations set out in paragraphs 2.1.1 and 2.1.3 of this Schedule and:

5.1.1 the Council has served written notice on the Owner detailing reasons to that effect, and such notice shall be issued prior to four (4) months of the anticipated completion date of the Construction Phase; and

5.1.2 the Owner has failed to take measures to address the reasonable concerns raised by the Council in paragraph 5.1.1 above.

5.2 Where this paragraph 5 applies:

5.2.1 in the event that any of the targets agreed in the Approved Employment and Skills Plan pursuant to paragraphs 2.1.1 and 2.1.3 above (as may be amended pursuant to paragraph 2.3) are not met in accordance with the Approved Employment and Skills Plan then the Owner (whether personally or through the Employment and Skills Lead) shall meet with the Assigned Officer to review the Approved Employment and Skills Plan with the aim to identify and agree measures to help achieve the relevant

target and such meeting to take place within ten (10) Working Days of the date of a written request from the Assigned Officer to meet;

5.2.2 in the event the Owner is unable to secure that not less than twenty percent (20%) of the workforce during the Construction Phase comprises Residents in accordance with the targets agreed in the Approved Employment and Skills Plan pursuant to paragraph 2.1.1 above then the Owner shall pay to the Council a sum of TWO THOUSAND AND EIGHT HUNDRED POUNDS ONLY (£2,800.-00) per Resident not so employed pursuant to the said paragraph 2.1.1 (as may be amended pursuant to paragraph 2.3) to fund measures to support the training and employment of Residents who experience difficulties and barriers in securing employment such amount to be paid within thirty (30) Working Days of receipt of a written demand therefor from the Council such demand not to be made until completion of the Construction Phase; and

5.2.3 in the event that the Owner does not provide sufficient Apprenticeships in accordance with the requirements of paragraph 2.1.3 and the approved Employment and Skills Plan then the Owner shall pay a sum of THIRTEEN THOUSAND POUNDS ONLY (£13,000.00) per full time Apprentice not employed in accordance with paragraph 2.1.3 above to the Council to support Apprenticeships such amount to be paid within thirty (30) Working Days of receipt of a written demand therefor from the Council such demand not to be made until completion of the Construction Phase.

6. INFORMATION TO BE SUPPLIED

The Owner shall:

6.1 state clearly in tender documentation, prepared or distributed to contractors who may potentially be engaged to carry out the Development or any part thereof, that all contractors and any subcontractors will be required to observe the obligations under this Schedule and that they shall be required to engage with the Council in respect of the performance of those obligations; and

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- 6.2 use reasonable endeavours to inform any occupier of the Commercial Units of the services provided by Haringey Works and relevant partnerships to secure employment opportunities for Residents at the Development.

SIXTH SCHEDULE

ENERGY AND DEN

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed:

Words and Expressions	Meanings
“Above Ground Works”	works in the course of the construction of the Development pursuant to the Planning Permission including works of refurbishment or conversion which are carried out above slab level of any Building;
“Additional Carbon Offsetting Contribution”	the Carbon Offsetting Contribution in respect of each Building calculated after the approval of the Sustainability Review for that Building <u>LESS</u> the Base Carbon Offsetting Contribution already paid;
“Automatic Meter Reading Devices”	the technology of automatically collecting consumption, diagnostic, and status data from water meter or energy metering devices;
“Base Carbon Offsetting Contribution”	50% of the Carbon Offsetting Contribution for each Building derived from the approved Energy Plan ;
“‘Be Seen’ Guidance”	the London Plan guidance document entitled “‘Be Seen’ energy monitoring guidance” published by the Mayor of London dated September 2021 and includes any subsequent amended or substituted version thereof;
“Carbon Offsetting Contribution”	the sum (subject to Indexation from the date that the respective Energy Plan is approved by the Council until the date that the Carbon Offsetting Contribution or part thereof is paid) calculated in accordance with the Energy Performance Guidance at the Carbon

Words and Expressions	Meanings
	Offsetting Rate based on the implementation of the heating solution set out within the Energy Plan submitted pursuant to paragraph 3.1 plus a 10% (ten percent) management fee applied to the shortfall (if any) in achieving the Carbon Reduction Target at the Development by the Council implementing projects to reduce carbon emissions in the Borough and in London to offset the proposed shortfall in meeting London Plan policy;
"Carbon Offsetting Rate"	the sum of TWO THOUSAND EIGHT HUNDRED AND FIFTY POUNDS ONLY (£2,850.00) per tonne of carbon dioxide;
"Carbon Reduction Target"	a 100% reduction in carbon emissions from a Building Regulations 2021 Part L compliant building calculated in accordance with the Energy Performance Guidance;
"DEN"	a district energy network including all necessary infrastructure that is capable of serving both Phase 1 and Phase 2 together with other properties in the vicinity of the Property;
"DEN Connection Costs"	any reasonable charge which the Owner is required to pay to the DEN Provider to connect Phase 1 and/or Phase 2 to the DEN pursuant to the DEN Connection Notice;
"DEN Connection Notice" :	a notice provided by the DEN Provider to the Owner specifying that it proposes to implement the DEN and which includes the following details:
	(a) the anticipated programme for implementation of the DEN and connection to the DEN (to be no

Words and Expressions	Meanings
	more than 10 years from the date of this Agreement);
	(b) proposed commercial terms for the supply of heat to Phase 1 or Phase 2 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;
	(c) a proposed DEN connection agreement which shall include technical details of the physical connection to the DEN (including capacity of supply);
	(d) an initial DEN Design and programme;
	(e) a proposed delivery plan covering payment arrangements of any DEN Connection Costs, a process for finalising the DEN Design and obtaining any necessary consents and undertaking connection works;
	(f) the proposed arrangements and mechanisms to allow the DEN Provider access to the Property (such arrangements to be on reasonable terms and for a peppercorn consideration) to install the On-Site DEN Infrastructure;

Words and Expressions	Meanings
	(g) confirmation that the DEN Provider has a programme to obtain the necessary consents and authorisations to connect the DEN to the Buildings within Phase 1 or Phase 2 and to establish if not already established the necessary energy supply company;
	(h) 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; and
	(i) the proposed environmental performance of the DEN;
“DEN Connection Point”	the location(s) within the Property of the energy distribution centre(s) where the pipework and other conduits within the Development carrying energy supplied via the DEN to Phase 1 and Phase 2 is to connect to the DEN Infrastructure;
“DEN Design”	the design for the agreed connection works and the design for any works required within each Building or within or on the Property to connect the DEN directly to Phase 1 and/or Phase 2, each to be in accordance with the DEN Specification;
“DEN Feasibility Study”	study commissioned by the Owner to assess the feasibility and financial viability of connecting the Phase referred to within the respective DEN Connection Notice to the DEN and the relative environmental performance thereof with and without

Words and Expressions	Meanings
	such a connection and if applicable how each Phase will be connected to the DEN which shall include details and an assessment of the following: (a) confirmation of the heat loads of each Building within that Phase (so that the DEN Provider can assess if the DEN is capable of providing sufficient heat to them); (b) the costs, programme 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 proposal of the DEN Provider 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 heating solution for that Phase and those that can be obtained on the market, having regard to the intention that the Owner may avoid additional Carbon Offset Costs if connecting to the DEN; (d) any requirement for consultation with the Occupiers of the Development under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with Occupiers; and

Words and Expressions	Meanings
	(e) the relative environmental performance of the DEN as compared to the Low Carbon Heating Plan or the existing installed heating solution if the DEN Connection Notice is served following Practical Completion of the Phase.
“DEN Heating Plan”	a detailed plan required to be submitted as part of the Energy Plan showing how each Phase could connect to the DEN, including:
	a) any arrangements for heat supply in advance of a connection to the DEN;
	b) confirmation that (on the basis of the information known to the Owner at the time) there is appropriate space within the relevant Building within the Phase to fit all expected On-Site DEN Infrastructure to serve the Building having regard to the DEN Specification to enable the connection between the DEN and the heating network for each Phase, ensuring heat supply to all units is not interrupted;
	c) predicted peak heat load calculations for each Building in accordance with CIBSE CP1 Heat Networks: Code of Practice for the UK (2020) taking account of diversification;
	d) details of the location for the entry to the Building within the relevant Phase of the On Site DEN Infrastructure including dimensions, isolation points, coordination with existing services and detail of flushing/seals;

Words and Expressions	Meanings
	e) details of the location for the set down of a temporary containerised plant to provide heat to the On-Site DEN Infrastructure serving and within a Building in case of an interruption to the off-site DEN supply including confirmation that the structural load bearing of the temporary boiler location is adequate for the temporary plant and identify the area/route available for a flue;
	f) details of a future temporary pipework route from the temporary containerised plant location referred to above to any plant room within the relevant Phase.
“DEN Infrastructure”	means so much of that physical infrastructure constituting the DEN as is or is to be created otherwise than on the Property and the term ‘off-site DEN’ shall be construed accordingly;
“DEN Provider”	the Council or a developer or provider of the DEN nominated by the Council;
“DEN Specification”	the specification setting out details of the following: (a) how the plant rooms in each Phase will accommodate the possibility of future connection between the respective Phase and the DEN; and (b) how the pipework and associated communications ducts route from the plant rooms in each Phase to Wellesley Road will be designed to facilitate a connection to the DEN including the evidence that will be required to demonstrate the design has been developed in consideration with other buried assets and to demonstrate the point of connection will be accessible by the off-site DEN;

Words and Expressions	Meanings
“Energy Performance Guidance”	the London Plan (2021) (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (June 2022);
“Energy Plan”	a review of the Energy Statement to be submitted to the Council by the Owner for approval in accordance with this Agreement and Condition 38 of the Planning Permission and containing information relating to the energy requirements and performance of each Building and how these will be met and shall comprise the details required by the said Condition 38 of the Planning Permission and in addition and in particular shall include:
	a) details of both the DEN Heating Plan and the Low Carbon Heating Plan for each Building;
	b) details of how the delivery of both the DEN Heating Plan and the Low Carbon Heating Plan are safeguarded until such point as it is confirmed whether or not a Phase is to connect to the DEN;
	c) information regarding the performance of the energy proposals for each Building and how these will be met including how the Building will comply with Energy Performance Guidance to achieve the Carbon Reduction Target; and
	d) the amount and calculation of the Carbon Offsetting Contribution (if applicable); and once approved shall be the Approved Energy Plan ;
“Energy Statement”	the statement submitted as part of the Application prepared by Amber Management and Engineering

Words and Expressions	Meanings
	Services Ltd dated January 2024 as referred to in Condition 38 of the Planning Permission;
“Excluded DEN Costs”	the following costs that may be incurred by the Owner: a) 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; b) 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 c) any costs associated with paragraphs 2.2 and 2.4 below;
“Low Carbon Heating Plan”	a detailed plan required to be submitted as part of the Energy Plan which sets out alternative permanent arrangements for supplying heat to each Phase in the event that it does not connect to the DEN including:
	a) details of any modifications required to the design of each Phase to ensure there is sufficient space to accommodate this arrangement;
	b) any temporary arrangements to heat the Buildings in a Phase in advance of the proposed permanent solution;
	c) the amount and calculation of the Carbon Offsetting Contribution associated with this option;
“On-Site DEN Infrastructure”	all plant and pipework within the Property that is to be installed as part of the Development that connects the Buildings to the DEN via the DEN Connection Point;

Words and Expressions	Meanings
“Reportable Unit”	has the meaning accorded it in the ‘Be Seen’ Guidance;
“Solar PV Monitoring”	the monitoring of the installed solar photovoltaic (PV) panels at the Development in daily meter readings;
“Sustainability Review”	an assessment to be provided in accordance with the Planning Permission by the Owner for each Building which shall include an as built energy assessment which is prepared in accordance with the Energy Performance Guidance and Council policies which: a) explains and provides evidence to demonstrate whether or not the Phase has been constructed and completed in accordance with the Approved Energy Plan and in particular whether the Carbon Reduction Target has been met at the Development; b) calculates and explains the amount of the Additional Carbon Offsetting Contribution (if any) to be paid by the Owner to the Council; c) explains and provides evidence to demonstrate that the ‘Be-Seen’ Guidance has been followed where reasonably practicable; 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; which when approved shall become the Approved Sustainability Review.

2. DEN

- 2.1 The Owner shall not carry out any Above Ground Works for the construction of any Building until the DEN Specification for it has been agreed between the Owner and the Council PROVIDED THAT the DEN Specification shall be deemed to be approved if the Council has not approved it within 40 Working Days of it being first received by the Council.
- 2.2 The Owner shall ensure that the construction of each Building is carried out having regard to the DEN Specification and the possibility of a future connection to take a heat supply from the DEN to serve the heat demands of the future occupiers of that Building PROVIDED THAT the Owner shall not be obliged to (but may if it agrees with the DEN Provider to do so) incorporate any design requirements requested by the DEN Provider which did not form part of the Application.
- 2.3 The Owner covenants to use reasonable endeavours to co-operate and work with the DEN Provider to assist the Council's effort to develop the DEN, which co-operation shall include:
 - 2.3.1 engaging with the DEN Provider on the terms of the DEN Provider's proposed DEN Connection Notice (if any) and providing a view on whether or not the terms are acceptable and whether the Owner intends to connect to the DEN; and
 - 2.3.2 unless otherwise agreed with the Council, if requested by the DEN Provider in writing to meet the DEN Provider no more than twice per year from the date of this Agreement to discuss the terms of any proposed DEN Connection Notice;

providing such information relating to the categories set out within the definition of DEN Feasibility Study as the DEN Provider may reasonably request, PROVIDED THAT the DEN Provider may not make more than one such request per quarter AND PROVIDED FURTHER THAT the Owner's obligations in this paragraph shall cease in respect of any Phase on service of the DEN Connection Notice or upon the approval of a DEN Feasibility Study which concludes it is not feasible or not financially viable to connect the Phase to the DEN.

2.4 In the event a DEN Connection Notice is served and the approved DEN Feasibility Study concludes that it is feasible and financially viable to connect the Phase to the DEN the Owner of the relevant Phase shall use reasonable endeavours to negotiate suitable supply and connection agreements and arrangements and mechanisms to allow the DEN Provider access to the relevant Phase for the DEN Provider to achieve the connection of the Buildings within that Phase to the DEN in line with the parameters set out in this paragraph 2.4 PROVIDED THAT the commercial terms put forward by the DEN Provider are satisfactory to the Owner acting reasonably and more particularly the criteria set out in paragraph 2.8 below are met AND PROVIDED FURTHER THAT the Owner's obligations in this paragraph in respect of the relevant Phase shall cease upon the approval of a DEN Feasibility Study which concludes connecting that Phase to the DEN is not feasible or not financially viable.

2.5 Subject to paragraph 2.10 below, if:

2.5.1 the DEN Provider intends to procure the installation of the DEN; and

2.5.2 the DEN is intended to have sufficient capacity to serve the needs of any of the Phases

the DEN Provider may serve upon the Owner a DEN Connection Notice in respect of the relevant Phase.

2.6 In the event that the DEN Provider serves a DEN Connection Notice in accordance with paragraph 2.5 above and such DEN Connection Notice contains reasonable evidence that each of the requirements set out within paragraphs (a) to (i) inclusive of the definition of DEN Connection Notice have been satisfied in respect of the DEN the Owner shall submit to the Council a DEN Feasibility Study (as approved, the "Approved DEN Feasibility Study") for that Phase in writing for the approval of the Council PROVIDED THAT the DEN Feasibility Study shall be deemed to be approved if the Owner has not received the Council's written approval or written refusal of the DEN Feasibility Study within 20 Working Days of the Council having confirmed receipt of the submission to the Council.

2.7 If an Approved DEN Feasibility Study shows that it is feasible and financially viable to connect a Phase to the DEN and the DEN Provider has served a DEN Connection Notice relating thereto, then the Owner shall:

2.7.1 use reasonable endeavours to agree the DEN Design with the Council and the DEN Provider (if nominated by the Council) (as approved, the **"Approved DEN Design"**); and

2.7.2 use reasonable endeavors to enter into the necessary agreement to confirm connection and use reasonable endeavours to connect to the DEN in accordance with the Approved DEN Feasibility Study and Approved DEN Design within a reasonable period following the Council's approval of an Approved DEN Feasibility Study.

2.8 When seeking to agree upon the outcomes of a DEN Feasibility Study and DEN Design, the Parties shall give regard to the following principles:

2.8.1 The Owner shall not be required to do anything that would:

(a) result in heat being provided to a Building (and/or the Occupiers thereof) on commercial terms that are considered excessive to the Owner acting reasonably or are materially higher than the cost of the provision of heat by the approved Low Carbon Heating Plan;

(b) materially delay the Development;

(c) reduce the environmental performance of the Building when compared to the Low Carbon Heating Plan or current installed heating solution (if different); when compared with the approved Low Carbon Heating Plan:

(i) it would increase the cost of the Development, or any Building (but without regard to the Excluded DEN Costs if the DEN Connection Notice is served before the alternative arrangements for supplying heat set out within the Low Carbon Heating Plan has been installed); or

(ii) it would reduce the value of the Development, or any Building (but without regard to the Excluded DEN Costs if the DEN

Connection Notice is served before the alternative arrangements for supplying heat set out within the Low Carbon Heating Plan has been installed)

- (d) require the Owner to carry out any works or incur any expenditure beyond the DEN Connection Costs and for the avoidance of doubt this shall include (without limitation) any works or costs relating to any provision or alteration of any infrastructure not comprised in the Development unless otherwise agreed between the Parties;
- (e) put the Owner in breach of any statutory requirement;
- (f) put the Owner in breach of its obligations under Section 20 Landlord and Tenant Act 1985 (or any provision replacing them); or
- (g) affect the Owner's ability to operate the building efficiently and viably in accordance with the Owner's reasonable operating requirements.

2.8.2 The Owner shall not be required to connect any Phase to the DEN unless the DEN Connection Notice contains reasonable evidence that each of the requirements set out within paragraphs (a) to (i) inclusive of the definition of DEN Connection Notice have been satisfied in respect of the DEN.

2.8.3 The DEN Provider shall be responsible for carrying out the connection works and for procuring the connection of each Phase to the DEN, such that a heat supply is available to the Buildings in that Phase from the DEN.

2.9 In the event that the DEN Connection Notice is served and the Approved DEN Feasibility Study Shows that it is feasible and financially viable to connect a Phase to the DEN AND

2.9.1 the provisions of Section 20 of the Landlord and Tenant Act 1985 (and any provisions replacing them ("s20")) apply; and

2.9.2 if having complied with its obligations under s20 such connection through consultation and/or dispensation is not secured; or

2.9.3 if an occupier successfully challenges the connection arrangements through the First Tier Tribunal procedures;

then the Owner shall be under no obligation to connect that Phase to the DEN and the provisions of this paragraph 2 shall cease to have effect insofar as it requires the relevant Phase to connect to the DEN.

2.10 If:

2.10.1 the Approved DEN Feasibility Study shows that it is not feasible and/or not financially viable to connect a Phase to the DEN; or

2.10.2 by the ninth anniversary of this Agreement the DEN Provider has not served a DEN Connection Notice for a Phase; or

2.10.3 by the tenth anniversary of this Agreement the DEN Provider has served a DEN Connection Notice but the Owner in accordance with the terms of this Agreement is not obliged to connect the Phase to the DEN;

then the provisions of this paragraph 2 shall cease to have effect insofar as it requires the relevant Phase to connect to the DEN

2.11 The Parties acknowledge that the obligations within this Sixth Schedule require the Owner to submit certain details for approval and therefore:

2.11.1 the Owner's ability to submit certain details will be subject to the information made available by the Council and or DEN Provider in advance of such details being submitted;

2.11.2 it is acknowledged that the submission of any details pursuant to this Sixth Schedule is subject to the Owner having been provided with the relevant information in advance of such details being submitted; and

2.11.3 in the event such information is not available or has not been made available to the Owner within 20 Working Days of request the Energy Plan DEN Specification DEN Heating Plan DEN Feasibility Report and/or DEN Design shall be considered and approved by the Council on the basis of the information available to the Owner at the date such document is submitted to the Council pursuant to this Sixth Schedule.

3. ENERGY PLAN

The Owner covenants with the Council as follows:

- 3.1 Not to carry out any Above Ground Works to a Building until the Energy Plan for that Building has been submitted to and approved by the Council or as may be determined in accordance with Clause 15;
- 3.2 Following approval of any Energy Plan pursuant to paragraph 3.1 above the Owner may submit an updated Energy Plan to the Council for approval and where such updated Energy Plan is approved by the Council or determined in accordance with Clause 15 the Owner shall not carry out the Development otherwise than in accordance with such updated Energy Plan.
- 3.3 To bear all reasonable costs up to a maximum of £5,000 that may be incurred by the Council in engaging external consultants to consider the Energy Plan including any updated Energy Plans submitted pursuant to paragraph 3.2 and pay to the Council within 15 Working Days of demand thereof PROVIDED THAT such costs shall be capped at £5,000.00.
- 3.4 Not to carry out the Development or Occupy any Building except in accordance with the most recently approved Energy Plan for the relevant Building.
- 3.5 If the approved Energy Plan shows that the Carbon Reduction Target is not expected to be met in respect of a Building then the Owner shall pay the Base Carbon Offsetting Contribution to the Council before carrying out any Above Ground Works relating to that Building.

4. SUSTAINABILITY REVIEW

- 4.1 Within six weeks of Practical Completion of all the Buildings within the Development but before the Occupation Date of all the Buildings the Owner shall submit the Sustainability Review to the Council for approval.
- 4.2 In the event of any refusal by the Council to approve the Sustainability Review the Owner shall before invoking the provisions of Clause 15 pay regard to the Council's reasonable reasons for such refusal and shall resubmit the Sustainability Review as amended having regard to those reasons for refusal.

- 4.3 To bear all reasonable costs up to a maximum of £2,000 that may be incurred by the Council in engaging external consultants to consider the Sustainability Review including any updated Sustainability Review submitted pursuant to paragraph 4.2 of this Schedule and pay to the Council within 15 Working Days of demand thereof PROVIDED THAT such costs shall be capped at £2,000.00.
- 4.4 If the Approved Sustainability Review shows that the Carbon Reduction Target has not been met for that Building the Owner shall pay the Additional Carbon Offsetting Contribution (if the Additional Carbon Offsetting Contribution is more than zero) to the Council within 21 days of the date of the Approved Sustainability Review but in any event before Occupation of the relevant Building.
- 4.5 If the Approved Sustainability Review shows that the Base Carbon Offsetting Contribution is more than the amount due to be paid, the Council shall repay the Owner the difference within twenty-one (21) working days of the Approved Sustainability Review.
- 4.6 If the Council and the Owner cannot agree a Sustainability Review or the amount of the Additional Carbon Offsetting Contribution pursuant to this paragraph then Clause 15 of this Agreement shall apply.

5. SOLAR PVS

The Owner shall undertake Solar PV Monitoring for a minimum of five (5) years following Occupation and provide the Council with the energy generation data when requested by the Council.

6. 'BE SEEN' ENERGY PERFORMANCE INDICATORS

6.1 The Owner shall:

- 6.1.1 prior to any Building being Occupied ensure that the verified energy performance indicator estimates for each Reportable Unit in that Building in accordance with the 'Be Seen' Guidance have been submitted through the GLA's dedicated portal;
- 6.1.2 on or prior to Practical Completion of each Phase ensure that Automatic Meter Reading Devices are installed and in operation at the Phase and provide the Council with evidence to demonstrate that this obligation has

been complied with and not to Occupy or permit the Occupation of the Phase until the Automatic Meter Reading Devices have been installed and are in operation; and

- 6.1.3 submit updated and verified energy performance indicator estimates in accordance with the 'Be Seen' Guidance to the GLA through its dedicated portal and shall not Occupy or cause or permit the Occupation of any Building until those estimates have been submitted.
- 6.2 One (1) year after the Occupation Date each Building and on each anniversary of this date thereafter for a period of five (5) years the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators for each Reportable Unit of the Development in accordance with the 'Be Seen' Guidance to the GLA via its dedicated portal.
- 6.3 In the event that evidence submitted under paragraph 6.2 shows that the performance indicator estimates referred to at paragraph 6.1.3 have not been met, the Owner shall:
 - 6.3.1 investigate and identify the cause of underperformance and the potential mitigation measures and set out in the relevant comment box of the 'Be Seen' in-use stage reporting webform;
 - 6.3.2 prepare and submit to the GLA, an action plan identifying mitigation measures which would be reasonably practicable to implement and a proposed timescale; and
 - 6.3.3 implement the measures in the action plan produced as a result of complying with paragraph 6.3.2 above as soon as reasonably practicable.

SEVENTH SCHEDULE MARKETING PLAN

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed:

Words and Expressions	Meanings
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“Class E Marketing Plan”	the marketing plan submitted pursuant to paragraph 2.1 below which sets out the strategy for marketing the Class E Unit to operators/tenants to use the Class E Unit as a community food hall at the market rate rent for such uses and which shall include:
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- advertising methods,
- details of the proposed use of the Class E Unit that must include a community focused café which can support older people through providing low cost meals and a workspace and may include a food hall

“Class E Unit”	the Commercial Unit shown on edge red on the plan attached to this Agreement with Drawing Number 21820-CWA-AA-00-DR-A-8005 Revision P-00
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2. MARKETING OF CLASS E UNIT

- 2.1 No later than 18 months prior to the expected Practical Completion of the Class E Unit, the Owner shall submit to the Council the Class E Marketing Plan for approval.
- 2.2 The Owner shall not Occupy, suffer or permit Occupation of the Class E Unit until the Class E Marketing Plan has been approved.
- 2.3 Following approval by the Council, the Owner shall market the Class E Unit in accordance with the approved Class E Marketing Plan for a minimum period of 12 months and use reasonable endeavours to secure a lease with an operator

who will use the Class E Unit in accordance with the approved Class E Marketing Plan.

- 2.4 Following the completion of the 12 month marketing period set out in paragraph 2.3 above, if the Owner has not entered into a lease for the Class E Unit with an operator who will use the Class E Unit in accordance with the approved Class E Marketing Plan, the restrictions in this Schedule shall fall away and the Owner shall be permitted to market and let the Class E Unit in accordance with the Planning Permission.

EIGHTH SCHEDULE
COVENANTS BY THE COUNCIL

1. PURPOSE OF CONTRIBUTIONS

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

2. DISCHARGE OF OBLIGATIONS

- 2.1 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.

3. REPAYMENT

- 3.1 In the event the Council has not spent or committed any financial contribution received by it pursuant hereto within ten years of the date of payment, the Council will return any unexpended or uncommitted portion of any financial contribution to the party which made such payment (or its nominee) with any interest actually accrued.

**NINTH 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.

EXECUTION

IN WITNESS whereof the parties hereto have executed this agreement 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:



[Signature]
.....
Authorised Officer

Senior Lawyer - Litigation

~~EXECUTED AS A DEED~~ by ATRI7 2
LIMITED acting by two directors or a
director and the company secretary:

[Signature] Director
Name.....

[Signature] Director/Secretary
Name.....

EXECUTED AS A DEED by ATRI7 2
LIMITED acting by a director in the
presence of:

[Signature] Director
Name.....

Witness
Signature

[Signature]
.....

Witness Name

(BLOCK CAPS) *JULIAN EVANS*

Address

122 HIGHMORE ST

LONDON, NW10 3RX

Occupation

DEVELOPMENT DIRECTOR

EXECUTED AS A DEED by OAKNORTH
BANK PLC LIMITED acting by two
directors or a director and the company
secretary:

Director
Name.....

Director/Secretary
Name.....

EXECUTED AS A DEED by OAKNORTH
BANK PLC acting by a ~~director~~ in the
presence of: *an Attorney*

[Signature]
Name *Ben Walwile* *Attorney*
Director

Witness
Signature

[Signature]

Witness Name
(BLOCK CAPS)

STRAH BANNAN

Address

57 BROADWICK STREET

W1F 1AC

Occupation

BANKER

