

Dated

4

July

2025

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

and

(2) HIGH ROAD WEST (TOTTENHAM) LIMITED

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

In relation to:

Development of land at 807 High Road Tottenham London N17 8ER

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THIS DEED is made on 4 day of July 2025

BETWEEN

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

INTRODUCTION

- i. This Agreement is entered into by the Parties in relation to the Property
- ii. The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Property is situated and is the local authority for the purposes of the 1974 Act and the 1972 Act and the 2011 Act and the highway authority for the purpose of the 1980 Act
- iii. The Owner is the owner with freehold title absolute of the Property under title numbers AGL133294, AGL127046 and AGL89427 at the Land Registry
- iv. The Owner has submitted the Planning Application to the Council
- v. On 12 March 2024 the Council validated the Planning Application
- vi. The Owner has applied to the Council to develop the Property in accordance with the Planning 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 1990 Act and section 16 of the 1974 Act and all other enabling provisions in order to facilitate the Development

- vii. The Council having duly complied with all duties imposed on it by or under the 1990 Act and having had regard to the provisions of the development plan and all other material considerations has resolved following the completion of the Agreement to grant the Planning Permission
- viii. The Council considers that it is in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with the terms of this Agreement
- ix. The Owner has agreed to comply with the obligations, covenants and restrictions contained in this Agreement in order to facilitate the Development
- x. The covenants in this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act
- xi. As the Local Highway Authority, the Council considers the Highway Works to be in the public benefit pursuant to this Agreement and Section 278 of the 1980 Act.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Definitions and Interpretation

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

"1972 Act"	The Local Government Act 1972 (as amended);
"1974 Act"	The Greater London Council (General Powers) Act 1974 (as amended);
"1980 Act"	The Highways Act 1980 (as amended);
"1990 Act"	The Town and Country Planning Act 1990 (as amended);

"2011 Act"	The Localism Act 2011 (as amended);
"Academic Year"	the period during which a Higher Education Institution holds classes and examinations from time to time such period being 38 weeks at the date of this Agreement;
"Additional Affordable Student Accommodation Scheme"	a scheme approved pursuant to paragraph 2.21 of Part 1 of Schedule Two when the Approved Viability Review concludes that more Affordable Student Accommodation can be provided in the Development setting out details of the Additional Affordable Student Accommodation Units to be provided and which: a) confirms which Market Student Accommodation Units are to be converted into Additional Affordable Student Accommodation Units; 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 payable towards the delivery of Affordable Housing in the Borough (if applicable);
"Additional Affordable Student Accommodation Units"	the Market Student Accommodation Units to be converted to Affordable Student Accommodation pursuant to the Additional Affordable Student Accommodation Scheme subject to the Viability Review Cap;

"Additional Carbon Offsetting Contribution"	The Carbon Offsetting Contribution identified in the assessment to be approved as part of the Sustainability Review LESS the Base Carbon Offsetting Contribution subject to Indexation from the date that the Sustainability Review is approved by the Council until the date that the Additional Carbon Offsetting Contribution is paid;
"Affordable Student Accommodation Plan"	the plan identifying the location, size and internal layout of the Affordable Student Accommodation Units;
"Affordable Student Accommodation Scheme"	a scheme which: (a) sets out details in relation to the size and location of the Affordable Student Accommodation Units; (b) shall include the Affordable Student Accommodation Plan; (c) shall include an indicative timetable for construction delivery and handover of the Affordable Student Accommodation Units; and (d) confirms Students who Occupy the Affordable Student Accommodation Units shall have the opportunity to access to the same communal and amenity space as the Students who Occupy the Market Student Accommodation Units;
"Affordable Student Accommodation Units"	those Student Accommodation Units comprising Affordable Student Accommodation being no less than 35% of the total number of Student Accommodation Units within the Development;
"Affordable Student Accommodation"	purpose built student accommodation bedrooms that are to be provided at a rental cost for the Academic Year at the London Student Affordable Accommodation Rent;

"Agreement"	This deed of agreement;
"Apprentice"	means a Resident aged 16 years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ and with a written contract to that effect and must be: • employed on a contract as an Apprentice pursuant to a written contract of employment; • working alongside experienced staff to gain job specific skills; • attending college or an education and training provider and the term "Apprentices" shall be construed accordingly;
"Apprenticeship"	An industry-led training programme leading to a recognised industry qualification with set requirements used by training providers, colleges, and employers to ensure that all apprenticeship programmes are delivered consistently and to national standards and the term " Apprenticeships " shall be construed accordingly;
"Apprenticeship Support Contribution"	A financial contribution to support the recruitment process of apprenticeships to be calculated on the basis of £1,500 per Apprentice employed (or who should be employed according to the Employment and Skills Plan) during the Construction Phase of the Development;
"Assigned Officer"	The Council's economic development officer assigned by the Council to meet the requirements of the Employment and Skills Team or such other officer notified from time to time;
"Automatic Meter Reading Device(s)"	means the technology that secures that data on the consumption, diagnostic, and status from water meter or energy metering devices is collected automatically;

"Average Affordable Student Accommodation Value"	means the average value of Affordable Student Accommodation floorspace per square metre on the Property at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;
"Average Market Student Accommodation Value"	means the average value of Market Student Accommodation floorspace per square metre on the Property at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;
"Base Carbon Offsetting Contribution"	50% of the Carbon Offsetting Contribution identified in the DEN Heating Plan of Low Carbon Heating Plan (as the case may be) approved as part of the Energy Plan subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Base Carbon Offsetting Contribution is paid;
"Best Endeavours"	means to take and carry out all of the reasonable courses of action available to the Owner to comply with the applicable obligation and for the avoidance of doubt such steps shall include (but not be limited to): - incurring reasonable financial expenses (but for the avoidance of doubt not including an unreasonable financial requests from the adjoining owners); - if a cause of legal action exists against any party preventing the carrying out of the works, initiating legal proceedings where necessary, appropriate and proportionate; - investigating and establishing ownership of the area subject to Percival Court Resurfacing and Improvement Works; - maintaining ongoing communication with those parties for a period of at least 6 months to obtain permission to

	carry out the Percival Court Resurfacing and Improvement Works;
"Blue Badge Holder"	The holder of a disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation;
"Borough"	means the administrative area of the London Borough of Haringey;
"Build Costs"	build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: a) preliminaries b) demolition/site clearance/site preparation c) base build costs d) on-site infrastructure and utilities e) offsite infrastructure f) contractor's overheads and profit g) contingencies; and h) any increase in S106 Obligations and Community Infrastructure Levy but which excludes: (i) professional, finance, legal and marketing costs; (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and

	(iii) any costs arising from a fraudulent transaction;
"Bricklayers Arms Public House Beer Garden"	means the beer garden forming part of the Bricklayers Arms Public House at Nos. 803-805 High Road, N17 8ER;
"Carbon Offsetting Contribution"	the sum calculated at the Carbon Offsetting Rate and on the assumption that the Development will connect to the DEN plus a 10% (ten percent) management fee to be applied to the shortfall (if any) in achieving the Carbon Reduction Target at the Development to be applied by the Council in the implementation of projects to reduce carbon emissions in the Borough and in London to offset the proposed shortfall in meeting London Plan policy;
"Carbon Offsetting Rate"	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;
"Car Club"	means a club operated by a Car Club Operator which residents of the Development and the general public may join and which makes cars available in the vicinity of the Development for hire to members either on a commercial or part-subsidised rate;
"Car Club Operator"	means a company that is accredited by CoMoUK to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing;
"Commencement Date"	The date on which any material operation (as defined in Section 56 of the 1990 Act) forming part of the Development begins to be carried out other than (for the purpose of this Agreement and

	for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of ground conditions, diversion and laying of services erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commencement" shall be construed accordingly;
"Commercial Unit"	Means the commercial Class E unit forming part of the Development as shown marked "Commercial Unit" on Plan 3;
"CoMoUK"	the national charity promoting responsible car use and known as "CoMoUK";
"Considerate Constructors Code of Practice"	The code made pursuant to the Considerate Constructors Scheme and annexed hereto at Schedule Four;
"Considerate Constructors Scheme"	The national initiative set up by the construction industry to improve its image which involves the registration and monitoring of construction sites, more information can be found at www.ccscheme.org.uk ;
"Construction Partnership"	strategic and operational forum(s) to shape future construction programmes, share ideas, peer to peer learning and coordinate employment and skills activities as may be notified by the Council to the other Parties from time to time;
"Construction Phase"	The period from the Implementation Date (including all demolition and site enabling works) until the Council confirms that the Development has been completed in accordance with the Planning Permission and the terms of this Agreement to their satisfaction;
"Construction Skills Certification Scheme"	The skills certification scheme within the UK construction industry (as outlined on their website https://www.wscs.cuk.com);

"DEN Connection Study"	a study to assess the technical feasibility and financial viability of connecting the Development to the DEN which shall consider whether: a) the cost of heat to Occupiers would be reasonable; b) the connection costs would be reasonable; c) the DEN would be capable of supplying sufficient heat to the Development to meet the designed heat loads of the Development in full; d) key aspects of the terms of the connection including the operational key performance indicators, termination provisions, limitations on liability and guarantee of supply are reasonable; e) the programme for delivery of the DEN connection accords with the programme for the anticipated construction of Development; and f) an explanation as to why further negotiations with the DEN Provider are unlikely to resolve any issues
"DEN Heating Plan"	a detailed plan showing how the Development shall connect to the DEN, including a) Further detail of how the developer will ensure the performance of the DEN system will be safeguarded through later stages of design (e.g. value engineering proposals by installers), construction and commissioning including provision of key information on system performance required by CoP1 (e.g. joint weld and HIU commissioning certificates, CoP1 checklists, etc.);

	b) Peak heat load calculations in accordance with CIBSE CP1 Heat Networks: Code of Practice for the UK (2020) taking account of diversification. c) Detail of the pipe design, pipe sizes and lengths (taking account of flow and return temperatures and diversification), insulation and calculated heat loss from the pipes in Watts, demonstrating heat losses have been minimised together with analysis of stress/expansion; d) A before and after floor plan showing how the plant room can accommodate a heat substation for future DEN connection. The heat substation shall be sized to meet the peak heat load of the site. The drawings should cover details of the phasing including any plant that needs to be removed or relocated and access routes for installation of the heat substation; e) Details of the route for the primary pipework from the energy centre to a point of connection at the site boundary including evidence that the point of connection is accessible by the area wide DEN, detailed proposals for installation for the route that shall be coordinated with existing and services, and plans and sections showing the route for three 100mm diameter communications ducts; f) Details of the location for building entry of the DEN including dimensions, isolation points, coordination with existing services and detail of flushing/seals; g) Details of the location for the set down of a temporary plant to provide heat to the Development in case of an interruption to the DEN supply including confirmation that the structural load bearing of the temporary boiler location is adequate for
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	the temporary plant and identify the area/route available for a flue; h) any temporary arrangements for heat supply in advance of a connection to the DEN; i) the proposed connection point for the DEN to the heat network for the entire Development and where necessary routes for the DEN Infrastructure through the Property to allow the DEN to connect to the Development and to facilitate the connection of other developments to the DEN (including consideration of any alternative connection points to such developments not through the Development); j) confirmation that there is appropriate space within the Development to fit all expected plant requirements for the Development having regard to the DEN Specification to enable the connection between the DEN and the heating network for the Development, ensuring heat supply to all units is not interrupted; k) confirmation that there is a clear and safeguarded route designed through the Property to enable connection and installation of pipework from the Development to the boundary of the Property with the public highway to include appropriate drawings demonstrating the route, and ensuring that any sub-ground obstacles have been identified and have been or will be removed; l) details of a future pipework route from the temporary boiler location to the plant room; and m) the amount and calculation of the Carbon Offsetting Contribution associated with this option
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"DEN Infrastructure"	all pipework and conduits and other ancillary plant and equipment necessary to facilitate the connection of the DEN to the Development;
"DEN Provider"	if the DEN identified in the Energy Plan is the Energetik DEN, Lea Valley Heat Networks Operating Company Limited trading as Energetik (registered company number 09763702) whose registered office is at Civic Centre, Silver Street, Enfield EN1 3XA which is the operator of the Energetik DEN or if an alternative DEN is so identified such other provider of energy operating that alternatively identified DEN;
"DEN Specification"	the specification to be agreed between the Owners and the Council/DEN Provider acting reasonably that sets out how the Development will connect to whichever DEN is identified in the Energy Plan as that which is to supply heating to the Development;
"DEN"	an area wide district energy network capable of serving the Development and the surrounding area or such other district energy network as may be agreed between the Parties;
"Development"	The development of the Property in accordance with the Planning Permission;
"Development Break"	a continuous period of 24 months or more after the Commencement Date in which no construction works take place to progress the Development and such period shall be extended by the length of any period during which: • there exists an event of Force Majeure; • there is a delay in the discharge of any planning conditions which has not been directly caused as a result of any action (or failure to act) on the part of the Owner; there is a Planning Challenge;

"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;
"Due Date"	The date upon which any payment due under any of the provisions of this Agreement is to be made;
"Employment and Skills Lead"	a dedicated resource (which for the avoidance of doubt could be an employee of the Owners or of a Contractor or an agent appointed by the Owner to carry out the Development) identified to the Council pursuant to paragraph 1.3 of Schedule Three who will be responsible for the implementation, co-ordination and the delivery of the measures set out in the Employment and Skills Plan during the Construction Phase;
"Employment and Skills Plan"	The plan to be submitted to the Council containing the information outlined under paragraph 1 in Schedule Three;
"Employment and Skills Recovery Action Plan"	means the Council's Employment and Skills Recovery Action Plan November 2020 which sets out the Council's principles for supporting residents back into work and training which shall include any amendment or replacement Plan thereof;
"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;

"Employment and Skills Team"	The Council's team responsible for supporting residents and persons into training or employment opportunities and any successor team(s) that may exist from time to time;
"Energetik DEN"	the DEN called the Meridian Water Heat District Heat Network operated by Energetik as identified above in the definition of 'DEN Provider';
"Energy Performance Guidance"	Means the London Plan and the most recent GLA guidance on preparing energy assessments;
"Energy Plan"	the plan to be submitted and approved pursuant to paragraph 4.1 of Schedule Three to this Agreement containing information in relation to the Development's energy requirements and performance and how these will be met and shall comprise the following: a) details of the heat network to serve the whole of the Development; b) details of the DEN Heating Plan; c) unless it has already been agreed that the Development will connect to the DEN, details of a Low Carbon Heating Plan; d) details of how the delivery of both the DEN Heating Plan and the Low Carbon Heating Plan are safeguarded until such point as a decision is made on connection to the DEN following which only the chosen Heating Plan will be progressed; e) performance of the Development's energy proposals and how these will be met including how the Development will comply with London Plan energy reduction targets, with design stage carbon reduction calculations under Building Regulations Part L 2013 with SAP10 carbon factors and design stage calculations under Building Regulations Part L 2021;

"Estimated Build Costs"	sum of: a) the estimated Build Costs remaining to be incurred at the Review Date (for the avoidance of doubt such costs to include 5% contingency); and b) the actual Build Costs incurred at the Review Date (for the avoidance of doubt not including any contingency costs);
"Estimated GDV"	value of all gross receipts from any sale of the Development prior to the date of the submission of the Development Viability Information pursuant to paragraph 2.15 of Part One of Schedule Two OR the price at which a sale of the Development would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 2.15 of Part One of Schedule Two based on detailed comparable market evidence to be assessed by the Council and assuming: a) a willing seller and a willing buyer; b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion

"External Consultant"	the external consultant(s) appointed by the Council to assess the Development Viability Information submitted under the terms of this Agreement;
"Flexi-job Apprenticeship Agency"	organisations that recruit and employ apprentices and arrange placements with a variety of host businesses for the duration of an apprenticeship and Flexi-job Apprenticeship Agencies shall be construed accordingly;
"Force Majeure"	circumstances directly affecting the Owner's ability to bring forward the Development beyond the reasonable control and without the fault of negligence of the Owner and which by the exercise of reasonable diligence the Owner was unable to prevent, including, without limitation, acts of God, acts of governmental or supra-national authority outbreak of hostilities, national emergency, an act of terrorism, riots, civil commotion, fire, explosion, flood, Government imposed lockdowns due to an epidemic (including the COVID-19 epidemic), strikes and other industrial disputes or malicious damage;
"Formula 1A"	the formula identified as Formula 1A set out in the Annex to Schedule 2 to this Agreement;
"Formula 2"	the formula identified as Formula 2 set out in the Annex to Schedule 2 to this Agreement;
"Formulas"	Formula 1A and Formula 2 set out in the Annex to Schedule 2 to this Agreement;
"GLA"	The Greater London Authority established by the Greater London Authority Act 1999 or any successor organisation;
"Habitable Room(s)"	means any room within a residential unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms,

	dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;
"Haringey Works Team"	the Council's team responsible for supporting Residents and other persons into training or employment opportunities and any successor team(s) that may exist from time to time;
"Heating Plan"	either the DEN Heating Plan or the Low Carbon Heating Plan;
"Higher Education Institution"	an institution registered with the Office for Students (or its successor in function) and which delivers higher education to students in England or such other education institution as shall be agreed between the Council and the Owner from time to time;
"Implementation Date"	the date of implementation of the Planning Permission by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly;
"Index"	All Items Index of Retail Prices issues by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the All Items Index of Retail Prices becomes no longer maintained and "Indexation" shall be construed accordingly;
"London Living Wage"	the hourly rate which the Living Wage Foundation (or any alternative independent successor body agreed in writing between the Parties) determines is the minimum rate required to cover the basic costs of living in the Borough ¹ ;
"London Plan"	London Plan adopted in March 2021 as revised from time to time;

¹ more information can be found at <https://www.livingwage.org.uk/>;

"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 the London Student Affordable Accommodation Rent is not reviewed and updated by the Mayor of London consequent on any revised guidance in the London Plan Annual Monitoring Report;
"Low Carbon Heating Plan"	a detailed plan required to be submitted as part of the Energy Plan which sets out alternative permanent arrangements for supplying heat to the entire Development in the event that the Development does not connect to the DEN including: a) details of any modifications required to the design of the Development to ensure there is sufficient space to accommodate this arrangement;

	b) any temporary arrangements to heat the Development in advance of the proposed permanent solution; and c) the amount and calculation of the Carbon Offsetting Contribution associated with this option;
"Market Student Accommodation"	purpose built student accommodation bedrooms that are to be provided at a rental cost for the Academic Year which is not at the London Student Affordable Accommodation Rent;
"Market Student Accommodation Units"	Student Accommodation Units within the Development which are not Affordable Student Accommodation Units;
"Metering Strategy"	a quality assured metering plan including: a) relevant smart metering schematics for the individual Student Accommodation Units, the Commercial Development, landlord areas and plant/energy centre area(s); b) information on third-party quality assurance mechanisms for the metering installation that follow industry best practice at the time of submission; and c) correct calibration and operation that will measure and report the required data for each reportable unit in line with the Be Seen guidance, including metering information for the building energy consumption, energy centre performance, utility meters, renewable energy generation, battery storage and electric vehicle technologies, and exported energy;
"Monitoring Costs"	the sum of £7,728.85 to be paid by the Owner to the Council towards the Council's costs incurred in the administration, monitoring and reporting in relation to the obligations contained

	in this Agreement calculated in accordance with paragraph 5.42 of the Planning Obligations Supplementary Planning Document March 2018;
"Nominations Agreement (on-site)"	where Affordable Student Accommodation Units are provided on-site as part of the Development, an agreement (including in the form of lease or leases or contracts or a freehold transfer of the site of the Student Accommodation to a Higher Education Institution) that a majority of the Student Accommodation Units (including all the Affordable Student Accommodation Units) will be operated and managed by one or more Higher Education Institution or by a Student Housing Accommodation Provider for or on behalf of the Higher Education Institution during the Academic Year for use by Students;
"Nominations Agreement (off-site)"	where Affordable Student Accommodation Units are not provided on-site as part of the Development, an agreement to be entered into between the Owner and a Higher Education Institution and/or a Student Housing Management Company in respect of a majority of the Student Accommodation Units to nominate and allocate Students to the Student Accommodation Units and in respect of the management of the Student Accommodation PROVIDED THAT other than as is necessary to comply with the terms of this Agreement, the agreement shall not include any restrictions on the open market rent or tenancy terms of the Student Accommodation Units or require a discount to market value or restrict the marketing of the Development;
"Occupation Date"	The first date when any part of the Development (or any part as may be specified) is occupied for the purposes of the Planning Permission (which for the avoidance of doubt shall not include occupation for the purposes of fitting out the Development) and

	the terms "Occupy" "Occupied" and "Occupation" shall be construed accordingly;
"Occupier"	any person or persons who Occupy the Development (or any part thereof) at any time during the lifetime of the Development for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development;
"the 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 Schedule Five of this Agreement;
"Percival Court"	means the area adjacent to the Property known as Percival Court and shown edged and shaded green on the Percival Court Plan;
"Percival Court Plan"	means the plan marked Plan 2 identifying Percival Court and subject to the Percival Court Resurfacing and Improvement Works annexed at Schedule One to this Agreement;
"Percival Court Resurfacing and Improvements Plan"	means the plan describing and showing details of the Percival Court Resurfacing and Improvement Works which shall include (but not be limited to) details of surfacing materials, surface water drainage, lighting, illuminations levels and timeframes for implementation;
"Percival Court Resurfacing and Improvement Works"	means the resurfacing and improvement works to Percival Court in accordance with the approved Percival Court Resurfacing and Improvements Plan which shall include (but not be limited to): resurfacing, provision of a means of surface water drainage and lighting installations;

"Plan 1"	The plan attached at Schedule One of this Agreement marked "Plan 1";
"Plan 2"	The plan attached at Schedule One of this Agreement marked "Plan 2";
"Plan 3"	The plan attached at Schedule One of this Agreement marked "Plan 3";
"Plan 4"	The plan attached at Schedule One of this Agreement marked "Plan 4"
"Planning Application"	The full planning application for the demolition of existing buildings and the erection of a replacement building up to four storeys to include purpose built student accommodation (Sui Generis) and flexible commercial, business and service uses (Class E), hard and soft landscaping and associated works attributed reference number HGY/2024/0692 by the Council;
"Planning Challenge"	an application for judicial review or a statutory challenge (including an application for permission to apply for judicial review or leave to apply for a statutory challenge) in respect of the grant of the Planning Permission including any appeals to a higher court against a judgment of a lower court;
"Planning Obligations Monitoring Officer"	An officer of the Council from time to time allocated to deal with and monitor all obligations pursuant to this Agreement;
"Planning Permission"	The planning permission for the Development pursuant to the Planning Application;
"Practical Completion"	the date on which the Development (or relevant part of it) is properly certified as ready for Occupation subject only to minor snagging works which will not affect beneficial use and enjoyment of the Development (or relevant part of it) by a

	relevant professional under the contract for the construction of the Development and the term Practically Complete shall be construed accordingly;
"Priority Groups"	means Residents facing barriers into work including the unemployed, young people, care leavers, Residents with disabilities both physical and mental, women, people from Black, Asian and Minority Ethnic backgrounds, low earners, people over 50 and those who are digitally excluded;
"Property"	All that land at 807 High Road, Tottenham, London shown for illustration purposes only edged red on Plan 1 attached at Schedule One;
"Resident"	A person who is resident in the Borough and such residency can be proved 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;
"Residents Parking Bay"	A parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated;
"Residents Parking Permit"	A parking permit issued by the Council allowing a vehicle to park in a Residents Parking Bay;
"Review Date"	The date of the submission of the Development Viability Information pursuant to paragraph 2.15 of Part One of Schedule Two;
"Section 73 Permission"	Means any permission granted pursuant to Section 73 of the 1990 Act for the removal or variation of any of the conditions imposed on the Planning Permission or permission not substantially different from the Planning Permission;

"Student"	any student enrolled full time on: (a) a further and/or higher education course at a further and/or Higher Education Institution registered with the Office for Students (or its successor body); and/or (b) a further and/or Higher Education Institution accredited by the Quality Assurance Agency for Higher Education (or its successor body); and/or (c) any other recognised education course or placement;
"Student Accommodation"	the units of purpose built student accommodation authorised by the Planning Permission for Students provided through a mix of bedroom types with ancillary plant and accommodation including laundry rooms, common rooms and cycle storage
"Student Accommodation Unit"	any one bedroom unit forming part of the Student Accommodation being either a Market Student Accommodation Unit or an Affordable Student Accommodation Unit;
"Student Housing Accommodation Provider"	a recognised and registered provider of student housing accommodation in England which could manage and operate the Student Accommodation;
"Skills-Based Training"	a training programme that is intended to provide unemployed Residents with the skills and qualifications to access jobs being created by the Development and consisting of work experience placements and a guaranteed interview (for suitable individuals) linked to planned jobs and employment outcomes ² ;

² For further information, visit <https://www.gov.uk/government/publications/sector-based-work-academies-employer-guide/sector-based-work-academies-employer-guide>

"STEM and Career Education Sessions"	programmes that develop long-term relationships with local organisations working closely with them to deliver practical career education activities relevant to the construction industry including in Science Technology Engineering and Mathematics (STEM) and details of how the activities will be delivered the format of such sessions to be agreed with the Employment and Skills Team as part of the Employment and Skills Plan;
"Student Housing Management Company"	a company managing student accommodation and who is a member of a recognized accreditation scheme for the management of student accommodation (such as the ANUK Codes for accommodation owned or managed by educational establishments or other relevant standards) either managing the Student Accommodation Units itself or with a management partner;
"Substantial Implementation"	the demolition of all existing buildings at the Property proposed to demolished as part of the Development and associated site clearance and remediation together completion of the ground floor slab of the first block within the Development;
"Substantial Implementation Target Date"	the date 24 months from but excluding the date of grant of the Planning Permission save that if the Owner demonstrates (with satisfactory supporting evidence) to the reasonable satisfaction of the Council that Substantial Implementation did not occur on or before this date due to delay caused by the effects of: a) an event of Force Majeure; and/or b) a delay in the discharge of any planning conditions which has not been directly caused as a result of any action (or failure to act) on the part of the Owner; and/or c) Planning Challenge

	then the Substantial Implementation Target Date shall be extended to include the time which has elapsed as a result of such delay;
"Sustainability Review"	an assessment to be provided and approved pursuant to and in accordance with paragraph 4.6 of Schedule Two which shall include an as built detailed energy assessment of the Development prepared in accordance with London Plan and Council policies which: a) explains and provides evidence to demonstrate whether or not the Development has been constructed and completed in accordance with the Energy Plan in particular whether the 100% CO2 emission reduction target has been met; b) explains and provides evidence to demonstrate whether or not the Development following Occupation complies with the London Plan and Council policies; c) calculates and explains the amount of the Additional Carbon Offsetting Contribution (if any) to be paid by the Owners to the Council where the Development has not been constructed and completed in accordance with the Energy Plan; d) demonstrates that solar PV arrays have been installed correctly and are operational; e) 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 based on Building Regulations Part L 2021; f) an energy generation statement for the period that the solar PV array has been installed and Microgeneration Certification Scheme certificates; and

	(g) such other information reasonably requested by the Council and for the avoidance of doubt it is acknowledged that the Sustainability Review may be undertaken separately in respect of any building or phase of the Development;
"Traffic Management Order"	The relevant order for the time being in force under the Road Traffic Regulation Act 1984 (as amended which established a controlled parking zone in which the Property is situated;
"Traffic Management Order Contribution"	means the sum of £4,000 (FOUR THOUSAND POUNDS) payable by the Owner to the Council to be pooled towards the costs (including advertising costs) associated with amending the Traffic Management Order to ensure that the Development is removed from the list of premises where residents of which may apply for a Resident's Parking Permit;
"Viability Review Cap"	40% of the Student Accommodation Units as Affordable Student Accommodation Units;
"Work Experience"	means positions for Residents in education and training, to undertake work experience for a minimum of 5 days and a maximum of 25 hours;
"Work Placements"	positions for unemployed and economically inactive Residents, not in education or training to undertake work for a minimum of five (5) days (36 hours) to include pre-employment placements;
"Working Days"	Any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday.

2. Construction of this Agreement

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

3. Legal Effect and Commencement

- 3.1. This Agreement is made pursuant to:
 - 3.1.1. Section 106 of the 1990 Act

3.1.2. Section 111 of the 1972 Act

3.1.3. Section 16 of the 1974 Act

3.1.4. Section 1 of the 2011 Act

And any other statutory provisions

3.2. It is hereby agreed the obligations, restrictions and requirements contained in this Agreement are planning obligations pursuant to Section 106 of the 1990 Act (save for clause 4.1 payment of the Council's costs and paragraph 2 of Schedule Three on street parking permits) and the Council is the local planning authority by whom they may be enforced and all covenants and conditions in this Agreement are enforceable by the Council pursuant to Section 16 of the 1974 Act and all other enabling statutory provisions and as the highway authority in respect of the covenants and conditions in paragraph 3 of Schedule Two

3.3. Subject to clause 9 both positive and negative covenants and undertakings herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also against their successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting Party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person

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

4. Costs

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

5. The Owner's Covenants

- 5.1. The Owner covenants with the Council as set out in Schedules Two and Three
- 5.2. The Owner covenants not to carry out or procure the Development without performing and observing the obligations stipulations and other matters set out in this Agreement unless otherwise agreed in writing by the Parties
- 5.3. Subject to compliance with all health and safety requirements the Owner covenants to permit the Planning Obligations Monitoring Officer access to the Property during the carrying out of the Development to inspect whether the provisions of this Agreement are being observed and performed in accordance with this Agreement
- 5.4. The Owner covenants not to encumber or otherwise deal with their interest in the Property or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out

6. Council's Covenants

- 6.1. At the written request of the Owner, the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed
- 6.2. The Council covenants with the Owner as set out in Schedule Two and Schedule Three
- 6.3. The Council covenants to issue the Planning Permission and as soon as reasonably practicable following completion of this Agreement

7. Local Land Charge

- 7.1. This Agreement is a Local Land Charge and shall be registered in the local land charge register maintained by the Council

8. Approvals

- 8.1. Where the agreement, approval, consent or expression of satisfaction is required by any Party under the terms of this Agreement, such agreement, approval or consent or

expression of satisfaction shall subject to any statutory requirements not be unreasonably withheld or delayed

8.2. Any approval given by the Parties pursuant to this Agreement may be further varied from time to time pursuant to this Agreement with the written agreement of the relevant Parties

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

9. Liability

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

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

9.2.1. any statutory undertaker carrying out its statutory functions; and

9.2.2. any individual owner, lessee or occupier of the Student Accommodation Units save for the obligations within paragraphs 1.4 and 1.5 and 1.16 of part one of Schedule Two and paragraphs 2 and 8 of Schedule Three

9.2.3. Any individual occupier of a Commercial Unit save for the obligations within paragraph 2 and 9 of Schedule Two and to the extent that they relate to the relevant commercial units;

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

10. Change in Ownership

- 10.1. The Owner agrees to give the Council written notice of any change in ownership of any of its interests in the Property occurring before all the obligations under this Agreement have been discharged within 15 Working Days of the date of the change such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property or unit of occupation purchased by reference to a plan

11. Notices

- 11.1. Any notice to any of the Parties shall be deemed to be sufficiently served on the relevant Party if in writing and delivered personally or sent recorded delivery service or first-class post marked for the attention of the following officials/person (if stated) at the respective address quoting the planning reference HGY/2021/0441 and citing the clause and/or paragraph of this Agreement to which it relates:

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

11.1.2. The Council to the Planning Obligations Monitoring Officer at Alexandra House
10 Station Road Wood Green London N22 7TR

12. Notification/Other matters

- 12.1. The provision of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement
- 12.2. The Owner agrees with the Council to give 28 days prior written notice to the Planning Obligations Monitoring Officer of the following intended dates and occurrences of
- 12.2.1. The Implementation of the Development;
- 12.2.2. The Commencement of the Development;
- 12.2.3. The Occupation of the each Student Accommodation Unit;
- 12.2.4. The Occupation of 50% of the Market Student Accommodation Units; and
- 12.2.5. The Occupation of the Commercial Unit.

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

12.4. The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein

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

13. VAT

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

14. Payment of Contributions

14.1. Payment of financial contributions pursuant to the terms of this Agreement shall be made by the Owner to the Council sending the full amount by direct bank transfer to the Council's bank account in accordance with the Payment Form (amended to record such payment as applicable) and the Owner shall send the completed Payment Form the Planning Obligations Monitoring Officer

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

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

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

15. Third Party Rights

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

16. Jurisdiction

- 16.1. The validity, construction and performance of this Agreement is governed by and construed in accordance with the law of England and Wales and any dispute or claim arising out of or in connection with it or its subject matter or formation shall also be governed by and construed in accordance with the law of England and Wales.

- 16.2. Each Party irrevocably waives any objection which it may have now or hereafter to proceedings being brought in the courts of England and Wales and any claim that proceedings have been brought in an inconvenient forum. Each Party further irrevocably agrees that a judgment in any proceedings brought in the courts of England and Wales will be conclusive and binding upon each Party and may be enforced in the courts of any other jurisdiction.

17. Delivery

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

18. Miscellaneous

- 18.1. Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement
- 18.2. This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to their implementation
- 18.3. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission granted (whether or not on appeal) after the date of this Agreement
- 18.4. Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights powers, duties and obligations of the Council in the exercise of its functions as local planning authority for the purpose of the 1990 Act or as a highway authority under the 1980 Act or as local authority generally and its rights, powers, duties, and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a Party to this Agreement
- 18.5. The failure by any Party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any Schedule or appendix hereto shall not be a waiver of those terms and/or obligations or the right any time subsequently to enforce all the terms of this Agreement

19. Non-Compliance

19.1. In the event of any non-compliance with any of the provisions of this Agreement the Owners shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance

20. Confirmation of Interest

20.1. The Owners hereby warrant and confirm 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

21. Dispute Resolution

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

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

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

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

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

21.2.4. The other Parties shall have 21 working days from receipt or such extended period as the Expert shall allow to respond;

- 21.2.5. The Expert shall be given an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties to the dispute or in the event of disagreement by the Parties to the dispute individually;
- 21.2.6. The Expert's decision shall be in writing and give reasons for his decision; and
- 21.2.7. The Expert may require his fees to be met by any Party to the dispute and in the event of such a requirement the Expert's fees shall be met by the Party required to meet them

22. Section 73 Permission

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

22.1.1. the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent Section 73 Permissions and the Site itself without any further act by the Parties;

22.1.2. the definitions of Development, Planning Application and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the 1990 Act, the Section 73 Permission granted pursuant to any such application and the development permitted by such Section 73 Permission

PROVIDED THAT:

22.2. nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act and in particular shall not prevent the Council from requiring a variation to or modification of this Deed as a pre-condition of the grant of any Section 73 Permission; and

22.3. to the extent that any of the obligations in this Deed have already been discharged at the date that any Section 73 Permission is granted they shall remain discharged for the purposes of the Section 73 Permission.

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SCHEDULE ONE

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PLAN 1



drawing LOCATION PLAN		scale @ A3 1:1250	
status PLANNING	checked by AB	date drawn 06/03/20	project ref: 230605
drawing number 807HR- F3A- XX- EX- ST- A- 0800		revision 01	

Example of Planning permission. If your drawings only are to be taken from the drawing, the drawing must be signed and dated by the architect. All dimensions shall be checked on site prior to construction. All dimensions shall be checked on site prior to construction. All dimensions shall be checked on site prior to construction. All dimensions shall be checked on site prior to construction.

REVISION HISTORY			
No.	DATE	DESCRIPTION	DRN CHK
P1	27/02/2024	FOR PLANNING	AB
			S4

	A: 5 Rochester Mews - London - NW1 9JB
	T: 020 7267 8332
	W: f3architects.com
	E: info@f3architects.com

DPL

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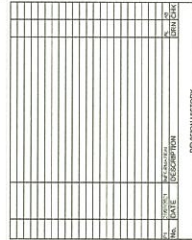
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Health and Safety

drawing title

PERCIVAL COURT BOUNDARY

DATE _____

STATUS _____

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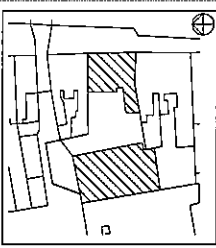
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SECTION 27 PLAN
This section shows the building structure from the ground level to the roof. It includes the foundation, ground floor, first floor, and roof. The section is taken through the building in the direction of the arrow.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	Concrete foundation	1.00	m ³
2	Ground floor slab	1.00	m ²
3	First floor slab	1.00	m ²
4	Roof slab	1.00	m ²
5	Concrete walls	1.00	m ³
6	Brickwork	1.00	m ²
7	Roofing	1.00	m ²
8	Windows	1.00	m ²
9	Doors	1.00	m ²
10	Plaster	1.00	m ²
11	Paint	1.00	m ²
12	Sanitary ware	1.00	m ²
13	Lighting	1.00	m ²
14	Heating	1.00	m ²
15	Electrical	1.00	m ²
16	Plumbing	1.00	m ²
17	Roofing	1.00	m ²
18	Windows	1.00	m ²
19	Doors	1.00	m ²
20	Plaster	1.00	m ²
21	Paint	1.00	m ²
22	Sanitary ware	1.00	m ²
23	Lighting	1.00	m ²
24	Heating	1.00	m ²
25	Electrical	1.00	m ²
26	Plumbing	1.00	m ²
27	Roofing	1.00	m ²
28	Windows	1.00	m ²
29	Doors	1.00	m ²
30	Plaster	1.00	m ²
31	Paint	1.00	m ²
32	Sanitary ware	1.00	m ²
33	Lighting	1.00	m ²
34	Heating	1.00	m ²
35	Electrical	1.00	m ²
36	Plumbing	1.00	m ²
37	Roofing	1.00	m ²
38	Windows	1.00	m ²
39	Doors	1.00	m ²
40	Plaster	1.00	m ²
41	Paint	1.00	m ²
42	Sanitary ware	1.00	m ²
43	Lighting	1.00	m ²
44	Heating	1.00	m ²
45	Electrical	1.00	m ²
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47	Roofing	1.00	m ²
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175	Electrical	1.00	m ²
176	Plumbing	1.00	m ²
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178	Windows	1.00	m ²
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182	Sanitary ware	1.00	m ²
183	Lighting	1.00	m ²
184	Heating	1.00	m ²
185	Electrical	1.00	m ²
186	Plumbing	1.00	m ²
187	Roofing	1.00	m ²
188	Windows	1.00	m ²
189	Doors	1.00	m ²
190	Plaster	1.00	m ²
191	Paint	1.00	m ²
192	Sanitary ware	1.00	m ²
193	Lighting	1.00	m ²
194	Heating	1.00	m ²
195	Electrical	1.00	m ²
196	Plumbing	1.00	m ²
197	Roofing	1.00	m ²
198	Windows	1.00	m ²
199	Doors	1.00	m ²
200	Plaster	1.00	m ²
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202	Sanitary ware	1.00	m ²
203	Lighting	1.00	m ²
204	Heating	1.00	m ²
205	Electrical	1.00	m ²
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210	Plaster	1.00	m ²
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213	Lighting	1.00	m ²
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226	Plumbing	1.00	m ²
227	Roofing	1.00	m ²
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257	Roofing	1.00	m ²
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283	Lighting	1.00	m ²
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297	Roofing	1.00	m ²
298	Windows	1.00	m ²
299	Doors	1.00	m ²
300	Plaster	1.00	m ²
301	Paint	1.00	m ²
302	Sanitary ware	1.00	m ²
303	Lighting	1.00	m ²
304	Heating	1.00	m ²
305	Electrical	1.00	m ²
306	Plumbing	1.00	m ²
307	Roofing	1.00	m ²
308	Windows	1.00	m ²
309	Doors	1.00	m ²
310	Plaster	1.00	m ²
311	Paint	1.00	m ²
312	Sanitary ware	1.00	m ²
313	Lighting	1.00	m ²
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315	Electrical		

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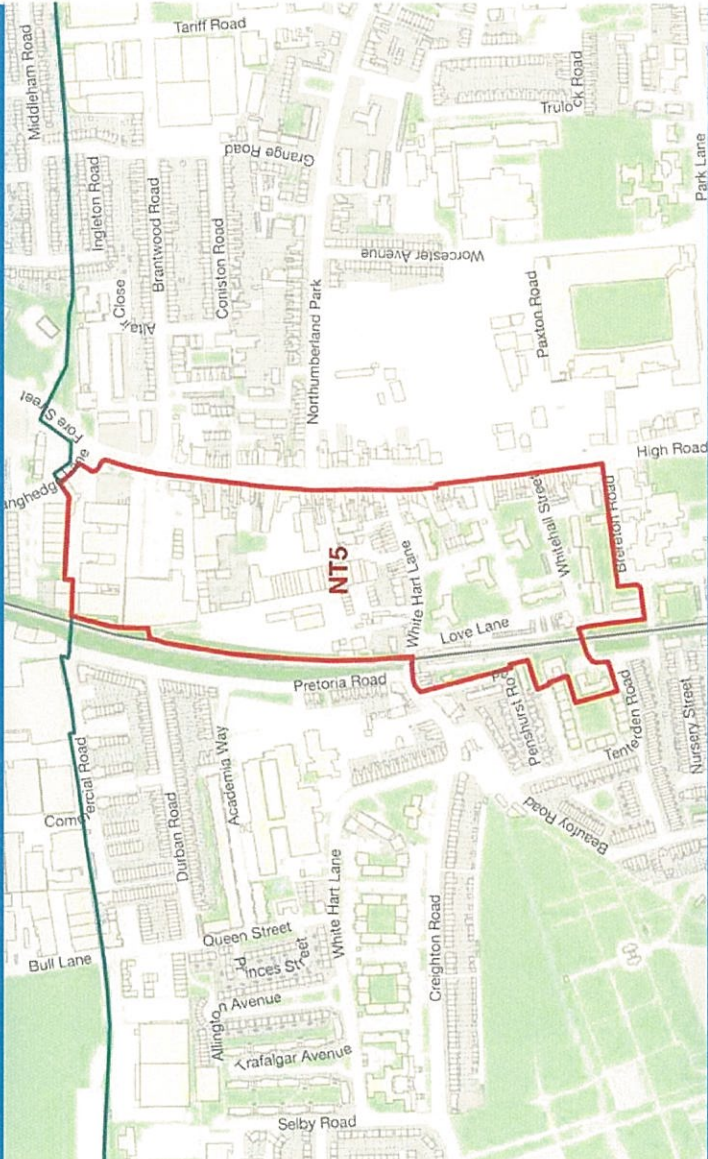
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NT5: HIGH ROAD WEST



Site Allocation

5.125 Masterplanned, comprehensive development creating a new residential neighbourhood and a new leisure destination for London. The residential-led mixed-use development will include a new high quality public square and an expanded local shopping centre, as well as an uplift in the amount and quality of open space and improved community infrastructure.

Address	High Road West regeneration area, High Rd, Tottenham N17			
Site Size (Ha)	11.69	PTAL Rating		4
Timeframe for delivery	2011-2015	2015-2020		2020 onwards
Current/Previous use	Mix of housing estates, industrial estate, high street buildings, and other uses.			
Ownership	Mix of public and private freeholds and leaseholds			
How site was identified	High Rd West Masterplan			
Planning designations	North Tottenham Growth Area Listed buildings: 7, 32, 34 & 34a White Hart Lane and 797 & 799, 819 & 821 and 867 & 869 High Road Tottenham North Tottenham Conservation Area (part of Tottenham Historic corridor) Locally listed buildings: Whittington Road Blue ribbon network Archaeological priority area Adjacent to the ecological corridor Partially in Flood Zone 2			
Indicative Development Capacity	Net residential units	Commercial m ²	Town Centre units	Other m ²
	1,200	4,353	11,740	1,200

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SCHEDULE TWO

PART ONE

STUDENT ACCOMMODATION AND ON-SITE AFFORDABLE STUDENT ACCOMMODATION AND DEVELOPMENT VIABILITY

1. AFFORDABLE STUDENT ACCOMMODATION

The Owner covenants with the Council as follows:

- 1.1 Prior to Commencement of Development to prepare and submit the Affordable Student Accommodation Scheme to the Council for approval and the Council shall either approve the Affordable Student Accommodation Scheme or confirm that the Affordable Student Accommodation Scheme is not approved (together with reasons why it is not approved)
- 1.2 To amend and re-submit the Affordable Student Accommodation Scheme until such time as it is approved in writing by the Council
- 1.3 Not to Commence or permit Commencement until the Affordable Student Accommodation Scheme has been submitted to and approved in writing by the Council and thereafter to Commence and carry out the Development in accordance with the Affordable Student Accommodation Scheme
- 1.4 Subject to paragraph 1.16 of this Schedule the Student Accommodation shall be used and occupied for no other purpose other than its authorised purpose as Student Accommodation
- 1.5 Subject to paragraph 1.16 of this Schedule the Affordable Student Accommodation shall be used for no purpose other than its authorised purpose as Affordable Student

Accommodation and in accordance with the approved Affordable Student Accommodation Scheme

- 1.6 To use reasonable endeavours to complete the Nomination Agreement in respect of the majority of the Student Accommodation Units prior to Occupation of the Student Accommodation Units
- 1.7 Prior to the Occupation of the Student Accommodation Units to submit the Nominations Agreement (on-site) or the Nominations Agreement (off-site) (hereafter referred to as the Nominations Agreement) or Agreements as the case may be to the Council and, subject to Paragraph 1.8 of this Schedule not to Occupy or permit to be Occupied the Student Accommodation Units until the Council has received the Nominations Agreement or Agreements.
- 1.8 In the event that despite the use of reasonable endeavours it has not been possible to enter into a Nominations Agreement at the point at which the Student Accommodation is complete and ready for Occupation then:
 - 1.8.1 the Owner shall notify the Council of the failure to enter into a Nominations Agreement and provide the Council with an explanation as to why it has not been possible to enter into a Nominations Agreement; and
 - 1.8.2 continue to use reasonable endeavours to enter into a Nominations Agreement (unless the Owner has served the Off-Site Affordable Housing Notice, in which case this paragraph shall cease to apply); and

For the avoidance of doubt the Owner shall be free to Occupy the Student Accommodation Units in accordance with the requirements of paragraph 1.9

- 1.9 Subject to complying with paragraph 1.7 and 1.8 above the Owner shall be free to let the Student Accommodation Units to Students in the following Order of priority:
 - 1.9.1 Students in full-time higher education at local higher education institutions;
 - 1.9.2 Students in full-time higher education at other London higher education institutions with sustainable transport connections to the Property;

- 1.9.3 any other Students in full time higher education at a London higher education institution;
- or any other Student in full time higher education who can demonstrate a need to reside in London if no Student fulfilling the criteria in paragraphs 1.9.1 to 1.9.3 above can be found to Occupy such Student Accommodation Unit
- 1.10 That during the Academic Year not less than 35% of the Student Accommodation Units shall be provided as Affordable Student Accommodation Units
- 1.11 That none of the Market Student Accommodation Units shall be Occupied until the Affordable Student Accommodation Units are completed and made ready for Occupation
- 1.12 That the rent charges for the letting of the Affordable Student Accommodation Units shall not exceed the London Student Affordable Accommodation Rent and must include all services and utilities which are offered as part of an equivalent rent for the Market Student Accommodation Units such that there shall be no additional charges specified to the Affordable Student Accommodation Units
- 1.13 Every three years on the anniversary of the Occupation of the Student Accommodation Units to submit to the Council details of the London Student Affordable Accommodation Rent then being charged
- 1.14 The residents of the Affordable Student Accommodation Units shall have access to the same communal facilities as the residents of the Market Student Accommodation Units
- 1.15 The Student Housing Accommodation Provider shall allocate the Affordable Student Accommodation Units to students it considers are most in need of Affordable Student Accommodation
- 1.16 During the Academic Year the Student Accommodation Units shall only be occupied by Students but outside of the Academic Year the Student Accommodation may be used as accommodation for Students and any other use which is ancillary to their use as Student Accommodation (examples of such ancillary uses, amongst others, include providing accommodation for conference delegates, visitors, inters on university placements and students on short-term education courses) or such other use as may first be approved in writing by the Council PROVIDED THAT such occupation shall not

constitute a material change of use from the use permitted under the Planning Permission

2. VIABILITY REVIEW

- 2.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 2.2 No later than five (5) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 2.3 Following the Owner's notification pursuant to paragraph 2.1 above, the Owner shall afford the Council access to the Property to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
 - 2.3.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - 2.3.2 comply with relevant health and safety legislation; and
 - 2.3.3 at all times be accompanied by the Owner or its agent.
- 2.4 No later than 20 Working Days after the Council receives and acknowledges
 - 2.4.1 notice pursuant to paragraph 2.1 above; or
 - 2.4.2 if the Council makes a request under paragraph 2.2 above, the additional documentary evidence,the Council shall inspect the Property and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council

considers that the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

- 2.5 If the Council fails to provide written notification in accordance with paragraph 2.4 whether or not it considers that Substantial Implementation has been achieved within 10 Working Days of its inspection of the Property then the Owner shall be entitled to serve a notice on the Council requiring a response within 5 Working Days and if following the expiry of that 5 Working Day period the Council has still not provided its response under this paragraph then the Council shall be deemed to have served notice pursuant to paragraph 2.4 confirming that it considers that Substantial Implementation has occurred in advance of the Substantial Implementation Target Date and all references in this Agreement to the Council determining or notifying the Owner that Substantial Implementation has occurred pursuant to paragraph 2.4 shall include deemed determination and notice pursuant to this paragraph 2.5.
- 2.6 If the Council notifies the Owner in accordance with paragraph 2.4 that it does not consider that Substantial Implementation has occurred the Owner may refer the matter to the Expert under clause 21 of this Agreement for determination.
- 2.7 If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved pursuant to paragraph 2.4 or the Expert determines that Substantial Implementation has not occurred pursuant to paragraph 2.6 then these paragraphs 2.1 to 2.6 inclusive shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 2.4 above that Substantial Implementation has been achieved or the Expert determines that Substantial Implementation has been achieved pursuant to paragraph 2.6.
- 2.8 The Owner shall not Occupy the Student Accommodation or any part thereof until:
- 2.8.1 the Council has notified the Owner pursuant to paragraph 2.4 above or the Expert has determined in accordance with paragraph 2.6 that Substantial

Implementation has been achieved on or before Substantial Implementation Target Date; or

- 2.8.2 the Council has notified the Owner pursuant to paragraph 2.19 or the Expert has determined pursuant to paragraph 2.20 below that no Additional Affordable Housing Units are required; or
- 2.8.3 If the Council notifies the Owner pursuant to paragraph 2.19 or the Expert determines pursuant to paragraph 2.20 below that Additional Affordable Student Accommodation Units are required, an Additional Affordable Student Accommodation Scheme has been approved by the Council pursuant to paragraph 2.21

DEVELOPMENT BREAK

- 2.9 In the event a Development Break has occurred the Owner shall notify the Council in writing of the date on which the Development Break has ended no later than 10 Working Days after such date.
- 2.10 No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council full documentary evidence on an open book basis and any additional documentary evidence specifically requested by the Council to enable the Council to independently assess and determine whether a Development Break has occurred.
- 2.11 The Owner shall afford the Council access to the Property to inspect and assess whether works of construction are being undertaken and determine whether or not a Development Break has occurred PROVIDED ALWAYS THAT the Council shall:
 - 2.11.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - 2.11.2 comply with relevant health and safety legislation; and
 - 2.11.3 at all times be accompanied by the Owner or its agent.
- 2.12 No later than 20 Working Days after the Council receives the additional documentary evidence provided pursuant to paragraph 2.10 above the Council shall inspect the

Property and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that a Development Break has occurred.

2.13 In the event of any dispute as to whether a Development Break has occurred either party may refer the matter to the Expert pursuant to clause 21 of this Agreement for determination

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

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

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

SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.15 Where either:

2.15.1 Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph

2.4 above or pursuant to dispute resolution in accordance with paragraph 2.6 above); or

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

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

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

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

- (1) the Development Viability Information;
- (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) where the Review Calculation confirms that Additional Affordable Student Accommodation Units can be provided, an Additional Affordable Student Accommodation Scheme shall be submitted to the Council for approval; and

paragraphs 2.16-2.24 (inclusive) below shall apply.

ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

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

have the ability to refer the dispute to the Expert under Clause 21 of this Agreement for determination.

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

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

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

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

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

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

2.23 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2.15 above including those

of the External Consultant within 20 Working Days of receipt of a written request for payment

DELIVERY OF ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION

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

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

2.24.2 paid any remaining surplus profit pursuant to paragraph 2.22 above to the Council towards the delivery of Affordable Housing in the Borough.

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

MONITORING

2.26 The Parties acknowledge and agree that the Council shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of the Additional Affordable Student Accommodation Scheme pursuant to paragraph 2.19 above or, if an Additional

Affordable Student Accommodation Scheme is not required by the Council, the conclusion of the assessment under paragraph 2.16 or 2.17 above:

- 2.26.1 the number of the Additional Affordable Student Accommodation Units;
- 2.26.2 any changes in the affordability of the Affordable Student Accommodation;
and
- 2.26.3 the amount of any financial contribution payable towards Off-Site Affordable Housing Units pursuant to paragraph 2.22 above

SCHEDULE TWO

PART TWO

1. OFFSITE AFFORDABLE HOUSING OBLIGATIONS

- 1.1 The following words and phrases shall unless the context otherwise requires bear the following meanings in this Part of this Schedule and the remainder of this Agreement:

"Affordable Housing"	Housing that will be available to persons who cannot rent or buy housing generally available open market and which shall include Intermediate Housing and/or Low Cost Rented Housing;
"Affordable Housing Mix"	At least 40% of the Off-Site Affordable Housing Units by Habitable Room to be provided as Low Cost Rented Housing and the remainder of the Off-Site Affordable Housing Units to be provided as Intermediate Housing to be provided in accordance with an approved Affordable Housing Scheme;
"Affordable Housing Provider"	(a) 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); or (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or

	(c) any other body specialising in the provision of Affordable Housing as may be approved in writing by the Council;
"Affordable Housing Scheme"	A scheme which: - sets out which details of the Off-Site Affordable Housing Units tenure size and location in accordance with the Affordable Housing Mix; - confirms the locations of the different tenures - includes an indicative timetable for construction delivery and handover of the Off-Site Affordable Housing Units; and - confirms that Occupiers of the Off-Site Affordable Housing Units shall have the opportunity to access the same communal amenity and play space units as the market housing units within the relevant development where the Off-Site Affordable Housing Units are located;
"Borough"	The administrative area of the London Borough of Haringey;
"Dwelling"	A self-contained unit of accommodation (including a house flat or maisonette);
"Eligible Purchaser"	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant Shared Ownership Housing unit does not exceed the relevant upper limit specified in the latest London Plan Annual

	Monitoring Report such amount at the date of this Agreement being £90,000 SUBJECT TO the Priority Criteria;
"High Road West Area"	All that area edged red on Plan 4
"Household"	means, in relation to a person "A", A and all other persons who would, after purchasing a Shared Ownership Housing unit share that 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: (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;
"Intermediate Housing"	Shared Ownership Housing or any other intermediate housing product approved in writing by the Council in respect of which it is intended initially to dispose of less than 100% of the equity to the intended occupier, the balance of the equity being held by an Affordable Housing Provider or being subsequently disposed of to the occupier on a shared ownership basis with an initial equity share of not less than 25 per cent and a rent level no higher than 2.75% on the retained equity such levels and such rents to be increased in accordance with Homes England and/or GLA guidance and to be provided to households within and in

	accordance with the Intermediate Marketing Plan;
"Intermediate Marketing Plan"	a plan for the marketing of the Intermediate Housing Units to households living or working in a) the Borough with maximum annual household incomes of £60,000 for 3 bed properties for 3 months prior to and 3 months post completion of development where the Off-Site Affordable Housing Units are to be provided; b) London with maximum annual household incomes of £90,000 not until such time as 6 months has expired from completion of each phase of the development where the Off-Site Affordable Housing Units are to be provided ("Intermediate Marketing Plan Period"); PROVIDED THAT annual housing costs for each Intermediate Housing Unit must not exceed 28% of the relevant annual gross income limit above (such 28% being equivalent to 40% of net income, with net income assumed to be 70% of gross income) PROVIDED FURTHER THAT this restriction shall apply only to the first Occupation of each Intermediate Housing Unit and only if such Occupation is secured by an Eligible Purchaser within the first three months of the Intermediate Housing Unit being marketed and FURTHER PROVIDED

	THAT the income bands in paragraphs a) and b) above shall be subject to Indexation
"Intermediate Housing Unit"	Those Off-Site Affordable Housing Units comprising Intermediate Housing;
"London Affordable Rented Housing"	housing let by local authorities or an Affordable Housing Provider of social housing to households who are eligible for social rented housing and is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charge where applicable) and, excluding Service Charges shall no higher than the benchmark weekly rent for 2022/2023 published by the GLA as increased annually by the Consumer Price Index for the previous September plus 1%;
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;
"Low Cost Rented Housing Units"	Those Off-Site Affordable Housing Units comprising Low Cost Rented Housing;
"Low Cost Rented Housing"	Housing comprising London Affordable Rented Housing or alternatively Social Rented Housing;
"Off-Site Affordable Housing Contribution"	A financial contribution in the sum of £468,006.26 (subject to Indexation from the date of this Agreement until the date that the Off-Site Affordable Housing Contribution is

	paid (if applicable) payable by the Owner to the Council towards the delivery of Affordable Housing in the Borough which is the financial equivalent of providing either the On-Site Affordable Student Accommodation Units or Off-Site Affordable Housing Units payable pursuant to Paragraph 1.5 of part 2 of Schedule Two to this Agreement;
"Off-Site Affordable Housing Notice"	The written notice that may be served on the Council by the Owner confirming that the Owner no longer intends to comply with the On-Site Affordable Student Accommodation Obligations and instead will comply with the Off-Site Affordable Housing Obligations;
"Off-Site Affordable Housing Obligations"	The obligations set out in Paragraphs 1.4 to 1.6 of Part Two of Schedule Two to this Agreement;
"Off-Site Affordable Housing Deed"	A bi-lateral agreement or Deed of Unilateral Undertaking (approved by the Council) pursuant to Section 106 of the 1990 Act providing for the delivery of the Off-Site Affordable Housing Units in the High Road West Area;
"Off-Site Affordable Housing Units"	Dwellings to be provided as Affordable Housing within the High Road West Area outside the Development in place of the Affordable Student Accommodation Units equivalent to 1 Dwelling of Affordable Housing for every 2.5 Affordable Student Accommodation Units required to be

	delivered pursuant to this Agreement and in accordance with the Affordable Housing Mix;
"On-Site Affordable Student Accommodation Obligations"	The obligations in Part One of Schedule Two to this Agreement;
"Priority Criteria"	means the priorities to be followed when allocating an Affordable Housing unit where a number of individuals who meet the eligibility criteria have expressed an interest in the said unit: Priority One: • Council social housing tenants, including Housing Association tenants where the Council has nominations rights to a property; • Households on the housing register or 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 Borough; Priority Three • Any other applicants living or working in another London borough;

	SAVE THAT 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 an Affordable Housing Unit and PROVIDED THAT in exceptional circumstances, the Council can require additional priority criteria including but without limitation households who are threatened with homelessness, or where a household member is a victim of domestic violence;
"Rent Guidance"	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation;
"Rent Standard"	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2019 issued by the Department for Communities and Local Government in February 2019 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2020 or such other replacement guidance or direction or legislation;

"Shared Ownership Housing"	accommodation in respect of which it is intended initially to dispose of less than 100% of the equity to the intended occupier, the balance of the equity being held by an Affordable Housing Provider or being subsequently disposed of to the occupier on a shared ownership basis with an initial equity share of not less than 25 per cent and a rent level no higher than 2.75% on the retained equity such levels and such rents to be increased in accordance with Homes England and/or GLA guidance and to be provided to households within and in accordance with the Intermediate Marketing Plan;
"Social Rented Housing"	accommodation which is owned by local authorities or Affordable Housing Providers for which target rents are determined through the national rent regime and to be agreed by the Council excluding any Social Rented Housing Units Transferred to the Council which rents shall reflect the existing rents payable by the tenants relocating to those units;
"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

- 1.2 Prior to the Occupation of the Development the Owner may at any time serve the Off-Site Affordable Housing Notice on the Council
- 1.3 Following the service of the Off-Site Affordable Housing Notice by the Owner on the Council the On-Site Affordable Student Accommodation Obligations EXCEPT AND EXCLUDING paragraphs 1.4, 1.6-1.9 and 1.16 of Part One of Schedule Two shall cease to apply or be enforceable by the Council and the Off-Site Affordable Housing Obligations shall apply and be enforceable by the Council
- 1.4 The Owner shall use reasonable endeavours to enter into the Off-Site Affordable Housing Deed with the Council within 12 (twelve) months of the service of the Off-Site Affordable Housing Notice to provide for the delivery of the Off-Site Affordable Housing Units in accordance with an Affordable Housing Scheme.
- 1.5 In the event that the Owner has not entered into the Off-Site Affordable Housing Deed with the Council within 5 years of the date of this Agreement, in accordance with paragraph 1.4 above, the Owner shall pay the Off-Site Affordable Housing Contribution to the Council SAVE THAT the parties may agree to an extension to the 5 year period where the Owner has demonstrated to the Council's satisfaction that the Off-Site Affordable Housing Deed is likely to be entered into before the expiry of any agreed extension
- 1.6 In the event that the Off-Site Affordable Housing Units have not been built and Transferred to a Registered Provider or the Council pursuant to the Off-Site Affordable Housing Deed within 10 years of the Date of this Agreement the Owner shall pay the Off-site Affordable Housing Contribution to the Council

ANNEX TO SCHEDULE TWO

FORMULAS

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

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

Where:

A = Estimated GDV (£)

$$\mathbf{B = A \div (C + 1)}$$

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 (£)

$$\mathbf{E = D \div (F + 1)}$$

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) (%)

$$\mathbf{P = (A - B) * Y}$$

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

NOTES

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

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

FORMULA 2 (Additional Affordable Student Accommodation)

X = Additional Affordable Student Accommodation Units requirement

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

Where:

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

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

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

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

Notes:

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

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

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

SCHEDULE THREE

OWNER'S OBLIGATIONS

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

1. EMPLOYMENT AND SKILLS PLAN

1.1. 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 a draft Employment and Skills Plan for the Construction Phase of the Development to include a detailed programme, procurement schedule, recruitment protocols and project and labour histogram, local opportunities projections, and timelines stipulating the following requirements wherever practicable:

1.1.1 the provision of not less than twenty percent (20%) of the workforce employed during the Construction Phase of the Development to comprise Residents each of whom shall be so employed for a minimum of 26 weeks;

1.1.2 the provision of Skills-Based Training to 25% of the Residents employed pursuant to paragraph 1.1.1 above;

1.1.3 the employment of full-time Apprenticeships to at least one Apprentice per £3 million development cost, up to maximum of 10% of the construction workforce at its anticipated maximum provision on site, such Apprentices to:

(a) be nominated by the Haringey Works Team (subject to the provisions of paragraph 1.8);

(b) work on site for a minimum of 26 weeks (if recruited through Flexi-job Apprenticeship Training Agencies) or be employed until completion of the apprenticeship (if recruited directly); and

(c) be paid at no less than London Living Wage; and

- (d) be supported in their training and qualification to a minimum of NVQ Level 2;
- 1.1.4 explaining how the Owner and any Contractor or any agent of any Contractor shall work exclusively with the Haringey Works Team and Employment and Skills Support Providers for any recruitment assessment screening testing and application support arrangements to maximise the employment and training opportunities for Residents including jobs and Apprenticeships arising from the Development during the Construction Phase;
- 1.1.5 the provision of no fewer than FIVE (5) Work Placements, of such other number agreed with the Assigned Officer;
- 1.1.6 the provision of Work Experience, the number of which is to be agreed with the Assigned Officer;
- 1.1.7 provision of no fewer than FIVE (5) STEM and Career Education Sessions, the format of such sessions to be agreed with the Assigned Officer;
- 1.1.8 the provision of details of how the Employment and Skills Plan prevents discrimination against groups with protected characteristics in terms of the employment and skills development opportunities it facilitates and has regard to the specific demographic characteristics of Residents in its proposed activities including residents who experience barriers to employment such as rehabilitating young offenders, long term unemployed, homeless persons, care leavers and neuro diverse individuals;
- 1.1.9 how suppliers and businesses which are based in the Borough will be helped to tender for such works as may be appropriate for them to undertake and or support locally based social enterprises including capacity building assistance through advice on business planning, mentoring and the purchase of products or services;
- 1.1.10 the provision of how the Employment and Skills Plan shall prioritise and support the Priority Groups identified by the Employment and Skills Recovery Action Plan;

- 1.1.11 the provision to the Assigned Officer of such information as is reasonably required to ensure compliance with the 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 to the Council directly by the Owner (or its agents or contractors) in a format to be agreed by the Assigned Officer which may include the provision of information through an online portal as notified by the Council;
 - 1.1.12 how the Owner shall ensure that it shall obtain consent from all employees, contractors and agents to ensure that the information required under paragraph 1.1.11 can be provided to the Council in compliance with the provisions of the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (UK GDPR) and all other statutory requirements; and
 - 1.1.13 contain sufficient information to enable the Council to assess the quantum of the Apprenticeship Support Contribution.
- 1.2. Not to start the Construction Phase unless and until the Council has approved the Employment and Skills Plan and in the event of any refusal by the Council to approve the Employment and Skills Plan to submit an amended Employment and Skills Plan having regard to the Council's reasonable reasons for refusal before invoking the provisions of Clause 21 and thereafter not to carry out the Development otherwise than in accordance with the Employment and Skills Plan as approved
- 1.3. To commit a named senior level individual to act as the Employment and Skills Lead to participate in and engage with the Assigned Officer, any Construction Partnership and Haringey Works, including any Employment and Skills Support Providers to:
 - 1.3.1. Meet the requirements of the Employment and Skills Plan and notified Construction Partnership; and
 - 1.3.2. to use reasonable endeavours to ensure efficient management and supply of Residents for employment and training opportunities for the Construction Phase of the Development PROVIDED THAT the 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.

- 1.4. Not to start the Construction Phase or cause or permit the start of the Construction Phase unless and until the Council has been informed of the name and contact details of the Employment and Skills Lead
- 1.5. In the event that the targets set in paragraphs 1.1.1 above are not met in accordance with the Employment and Skills Plan then the Owner (whether personally or through the Employment and Skills Lead) shall meet with the Assigned Officer to review the Employment and Skills Plan and to identify and agree measures to help achieve the relevant target and such meeting to take place within ten (10) Working Days of the date of a written request from the Assigned Officer to meet
- 1.6. Not to Implement or cause or permit Implementation unless and until the Apprenticeship Support Contribution has been received in full by direct bank transfer to the Council's bank account in accordance with clause 14
- 1.7. To work with the Employment and Skills Team and Construction Partnership (as notified) to maximise the employment and training opportunities including jobs and apprenticeships arising from the Development on first Occupation that will be available to Residents
- 1.8. For the purpose of placing a Resident or an Apprentice in accordance with the requirements of the Employment and Skills Plan (and not otherwise), the Owner shall give priority to the Haringey Works Team or Employment and Skills Providers to identify and place a candidate for a period of five (5) Working Days from the point the Council is notified of each vacancy.
- 1.9. In the event that the Council's Employment and Skills Team is unable to submit a suitable candidate within the five (5) Working Day period in accordance with the requirements of paragraph 1.8 of this Schedule the Owner and its contractors shall continue to work with the Haringey Works Team and Employment and Skills Providers to identify and place a candidate but the Owner shall be free to seek to fill the vacancy through other recruitment conduits including the Tottenham Hotspur Foundation.

1.10. For the avoidance of doubt the obligations in paragraphs 1.8 and 1.9 of this Schedule shall only apply in respect of the Owner's obligations pursuant to paragraphs 1.1 of this Schedule

1.11. To state clearly in tender documentation, prior to selecting the main contractor, that they will instruct their contractor to engage with the Employment and Skills Team and Construction Partnership (as notified) and that the obligations in paragraph 1 of this Schedule shall be complied with by any appointed contractor of any sub-contractor who must likewise engage with the Assigned Officer SUBJECT ALWAYS to the proviso at paragraph 1.1.2 above

1.12. To inform the lease holders and end users of the Employment and Skills Team and Construction Partnership (as notified) to secure employment opportunities for Residents and to use all reasonable endeavours to procure that the occupying business promote such opportunities in hospitality, leisure, cultural/creative work, health and social care, retail, finance and business

2. RESTRICTION ON APPLICATION FOR RESIDENTS ON STREET PARKING PERMITS

2.1. The Property shall not be used and/or Occupied by anyone who has a Residents Parking Permit save for the application of paragraph 2.5

2.2. In the event that a Residents Parking Permit is issued to any Occupier of a Student Accommodation Unit or any person holding a Residents Parking Permit becomes an Occupier of any Student Accommodation Unit it shall be surrendered to the Council within 7 days of a written demand therefor from the Council

2.3. Prior to the Occupation by each Student who has secured a letting of Student Accommodation at the Development the Owner shall secure that the Student is informed of the contents of this Agreement and that as a result they shall not be entitled to apply for a Residents Parking Permit from the Council and any letting shall contain an obligation for the Student to comply with and raise no objection to the provisions of paragraphs 2.1 and 2.2 of Schedule Three above in substantially the form set out below:

"the Student hereby covenants with the [Landord] and separately with the Mayor and Burgesses of the London Borough of Haringey ("the Council") not

to apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for a resident's parking permit in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1 SAVE THAT any resident who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended) shall be entitled to resident's parking permit."

- 2.4. Any advertisement in relation to the marketing or sale of any Student Accommodation is to include specific reference that the Development is a subject to the restrictions in this paragraph 2 of Schedule Three
- 2.5. The provisions of paragraphs 2.1 and 2.2 of Schedule Three shall not apply to any Student or other Occupier of the Development who is a Blue Badge Holder
- 2.6. On or prior to the Commencement Date to pay the Traffic Management Order Contribution to the Council and not to Commence or permit the Commencement of Development until such time as the Council has received the TMC Contribution in full.

3. ADJOINING PUBLIC HOUSE

- 3.1. To ensure that marketing materials given to each Student occupier of the Student Accommodation will contain information about the existence and location of Bricklayers Arms Public House Beer Garden.
- 3.2. To ensure that the tenancy or other letting agreement of each Student Accommodation Unit will contain information about the existence and location of Bricklayers Arms Public House Beer Garden.

4. ENERGY

- 4.1. Not to Commence or cause Commencement until the Energy Plan has been submitted to and approved in writing by the Council and in the event of any refusal by the Council to approve the Energy Plan to pay regard to the Council's reasonable reasons for such

refusal and to resubmit the Energy Plan as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of clause 21 and thereafter not to implement or carry out the Development otherwise than in accordance with the Energy Plan as approved

- 4.2. To bear all reasonable costs in relation to the Energy Plan including any updated Energy Plans submitted pursuant to paragraph 4.4 and pay to the Council within 21 days of demand therefor the reasonable and proper costs of an independent consultant engaged by the Council to verify the Energy Plan and if applicable the amount of the Carbon Offsetting Contribution
- 4.3. To provide any information or documentary evidence requested by the Council in relation to the Energy Plan accurately and in good faith as soon as practicable and in any event within 10 Working Days of such request
- 4.4. Following the approval of the Energy Plan pursuant to paragraph 4.1 the Owner may submit an updated Energy Plan to the Council for approval and the provisions of paragraphs 4.1 to 4.3 shall apply mutandis mutatis to such updated Energy Plan, and where such updated Energy Plan is approved the Owner shall not carry out the Development otherwise than in accordance with such updated Energy Plan as approved.
- 4.5. If the Energy Plan shows that a Carbon Offsetting Contribution calculated assuming the DEN Heating Plan is implemented is payable not to Commence or cause or permit Commencement until the Base Carbon Offsetting Contribution has been received by the Council
- 4.6. Following Practical Completion of the Development but prior to the Occupation Date to submit to the Council a Sustainability Review for the approval of the Council and in the event of any refusal by the Council to approve the Sustainability Review to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Sustainability Review as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of clause 21
- 4.7. Not to Occupy or cause or permit Occupation until the Sustainability Review therefor has been approved

- 4.8. To bear all reasonable costs in relation to the Sustainability Review and pay to the Council within 15 Working Days of demand the reasonable and proper costs of an independent consultant engaged by the Council to verify the Sustainability Review.
- 4.9. If the Sustainability Review for the Development shows that the energy measures and/or Carbon Reduction Targets in the Energy Plan have not been met the Owners shall pay the Additional Carbon Offsetting Contribution (agreed by the Council as part of the Sustainability Review) to the Council in accordance with clause 14 of this Agreement as soon as practicable after the approval of the Sustainability Review and in any event no later than 21 (twenty-one) days after the written approval of the Sustainability Review.
- 4.10. Not to Occupy or cause or permit the Occupation of the Development unless and until the Council has:
- 4.10.1.1. approved the Sustainability Review in accordance with paragraph 4.1 above; and
 - 4.10.1.2. received payment of the agreed Additional Carbon Offsetting Contribution (if any) accordance with paragraph 4.9.
- 4.11. To undertake Solar PV Monitoring for a minimum of 5 (five) years following Occupation and provide the Council with the energy generation data from the said monitoring annually.
- 4.12. Prior to the Commencement Date to submit to the GLA verified energy performance indicator estimates for each reportable unit of the Development in accordance with of the GLA's 'Be Seen Guidance' through the GLA's dedicated portal and not to Commence or cause or permit Commencement until those estimates have been submitted.
- 4.13. Prior to the Commencement Date to submit to the Council the Metering Strategy for approval and in the event of any refusal by the Council to approve the Metering Strategy to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Metering Strategy as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of clause 21

- 4.14. not to Commence or cause or permit Commencement until the Metering Strategy has been approved
- 4.15. On or prior to Practical Completion to ensure that Automatic Meter Reading Devices are installed and in operation at the Development and provide the Council with evidence to demonstrate that this paragraph has been complied with and not to Occupy or permit the Occupation of the Development until the Automatic Meter Reading Devices have been installed and are in operation.
- 4.16. On Practical Completion to submit updated and verified energy performance indicator estimates in accordance with the GLA's Be Seen Guidance to the GLA through its dedicated portal and not to Occupy or permit the Occupation of the Development until those estimates have been submitted.
- 4.17. One year after Practical Completion and on each anniversary of this date thereafter for a period of 5 years the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators for each reportable unit of the Development in accordance with the GLA's Be Seen Guidance to the GLA via its dedicated portal and where the actual performance differs from the estimated performance, identify the causes and take the necessary mitigation measures to improve performance to the Council's reasonable satisfaction

5. CONNECTION TO THE DEN

The Parties agree and acknowledge that:

- 5.1. From the date of the grant of Planning Permission, the Owner shall use all reasonable endeavours to agree the DEN Specification with the Council and the DEN Provider
- 5.2. The Development shall be designed to take a heat supply from the DEN to serve the heat demands of the future Occupiers of the Development PROVIDED THAT:
- 5.2.1. The Owner shall only be required to comply with design requirements which have been communicated by the DEN Provider or the Council as at the date of this Agreement or which are subsequently agreed between the Owner and the DEN Provider, and

- 5.2.2. The Owner shall not be required to incorporate any design requirements which did not form part of the Application.
- 5.3. The Owner shall use all reasonable endeavours to negotiate suitable supply and connection agreements, arrangements and mechanisms to allow the DEN Provider to achieve the connection of the Development to the DEN
- 5.4. Quarterly updates shall be provided to the Council on the progress of negotiations with the DEN Provider including an update on the wider development programme so far as it relates to the DEN and key dates where a decision on the DEN is required.
- 5.5. Negotiations with the DEN Provider shall be conducted in line with the parameters set out in this paragraph 5 BUT PROVIDED THAT the Owner shall not be required to agree to any terms requested by the DEN Provider that would:
- 5.5.1. result in heat being provided to the Development (and/or the occupiers thereof) on commercial terms that are considered by the Owner acting reasonably to be excessive, unreasonable, unfair or are materially higher than the cost of the provision of heat by the approved Low Carbon Heating Plan
 - 5.5.2. materially delay or reduce the value of the Development or increase the cost as compared with the approved Low Carbon Heating Plan taking into account any difference in the Carbon Offsetting Contribution between the DEN Heating Plan and the Low Carbon Heating Plan;
 - 5.5.3. require the Owner to carry out any works beyond the Development or incur any costs related to any physical infrastructure work beyond the Development unless otherwise agreed between the Parties and the DEN Provider;
 - 5.5.4. put the Owner in breach of any statutory requirement; or
 - 5.5.5. put the Owner in breach of its obligations under Section 20 of the Landlord and Tenant Act 1985 (or any provision replacing them).
- 5.6. Where the Owner reaches agreement with the DEN Provider to connect the Development to the DEN, the DEN Heating Plan shall be implemented and

- 5.6.1. the Development shall connect with the DEN in accordance with the agreement reached between the Owner and the DEN Provider;
- 5.6.2. the measures to protect the future implementation of the Low Carbon Heating Plan may cease.
- 5.7. The Owner may at any time submit a DEN Connection Study to the Council for approval where:
 - 5.7.1. they consider that having complied with their obligations pursuant to paragraphs 5.1 to 5.5 it is not technically or financially viable to connect the Development to the DEN; and/or
 - 5.7.2. the DEN Provider is unable to provide a connection to the DEN by the anticipated date of Practical Completion and the costs of providing any temporary heat supply in advance of the DEN Provider being able to provide such connection are reasonably considered by the Owner to be excessive.
- 5.8. The Council shall assess any DEN Connection Study submitted pursuant to paragraph 5.7 and notify the Owner in writing whether or not the DEN Connection Study is approved, using reasonable endeavours to provide such notice no later than 30 Working Days following receipt of the submission of the DEN Connection Study and such notice to be accompanied by detailed reasons if the Council disagrees with it.
 - 5.8.1. Following the submission of the DEN Connection Study, the Council may request in writing from the Owner any further information reasonably required to determine the accuracy of any assessment in the DEN Connection Study.
 - 5.8.2. The Owner shall respond to a request under paragraph 5.8.1 above as soon as reasonably practicable and in any event no later than 10 Working Days following its receipt of the request.
 - 5.8.3. Any dispute as to whether the DEN Connection Notice should be approved may be referred to dispute resolution pursuant to clause 21.

5.9. If the Council approves a DEN Connection Study submitted pursuant to paragraph 5.7.1 or the Expert determines that the DEN Connection Study submitted pursuant to paragraph 5.7.1 should be approved

5.9.1. the Low Carbon Heating Plan shall be implemented and the DEN Heating Plan may (but not must) be abandoned;

5.9.2. the Carbon Offsetting Contribution shall be based on the figures identified in the Low Carbon Heating Plan and a balancing payment shall be made taking into account any payments made as at that date within 30 days of the Council's written approval of the DEN Connection Study or if applicable the Expert's determination.

5.10. If the Council approves a DEN Connection Study submitted pursuant to paragraph 5.7.2 or the Expert determines that the DEN Connection Study submitted pursuant to paragraph 5.7.2 should be approved;

5.10.1. the Low Carbon Heating Plan shall be implemented and the DEN Heating Plan may (but not must) be abandoned; and

5.10.2. the Carbon Offsetting Contribution shall be adjusted to take into account the implementation of the Low Carbon Heating Plan and a balancing payment shall be made taking into account any payments made as at that date within 30 days of the Council's written approval of the DEN Connection Study or if applicable the Expert's determination

5.11. In any event if it has not been possible for the Owner to reach agreement with the DEN Provider and for the Development to connect to the DEN within 10 years of the date of this Agreement (whilst complying with its obligations under this paragraph 5 the Owner's obligations in this paragraph shall cease absolutely and the Owner shall pay any balancing payment to the Council in respect of the Carbon Offsetting Contribution based on the difference between the calculation of the Carbon Offsetting Contribution in accordance with the DEN Heating Plan and the calculation in accordance with the Low Carbon Heating Plan such payment to be made within 30 days of the date 10 years after the date of this Agreement

6. CONSIDERATE CONSTRUCTORS

- 6.1. Not to Implement or permit Implementation unless and until the Development has been registered with the Considerate Constructor's Scheme and provided evidence of such registration to the Council
- 6.2. To ensure that the Development is constructed in accordance with the Considerate Constructor's Code of Practice and in the event of any non-compliance with Considerate Constructor's Code of Practice the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance
- 6.3. Not to Occupy or suffer or permit Occupation unless the Owner has obtained an assessment from a representative of the Considerate Constructors Scheme of the performance of the construction of the Development against the Considerate Constructor's Code of Practice and reported the results of the assessment to the Council within seven (7) Working Days of receipt

7. MONITORING COSTS

- 7.1. Not to Commence or cause or permit Commencement until such time as the Council has received the Monitoring Costs in full by direct bank transfer to the Council's bank account in accordance with clause 14

8. CAR CLUB

- 8.1. To ensure that the first Students Occupy each of the Student Accommodation Units at the Development is offered free membership of a Car Club and a credit of FIFTY POUNDS (£50.00) per annum for a period of two (2) years from the Occupation Date of their Student Accommodation Unit or until the Student vacates any Student Accommodation Unit PROVIDED THAT during this two (2) year period the Owner shall not be obliged to offer memberships and credit to more than two (2) occupiers of each Student Accommodation Unit at the Development.
- 8.2. For three years from the Occupation Date of each Student Accommodation Unit to provide marketing literature to the residents of that Student Accommodation Unit PROVIDED THAT this marketing literature shall include the incentives detailed in clauses 8.1 above.

8.3. In the event that any Occupier of a Student Accommodation Unit notifies the Owner that instead of using the Car Club they will instead purchase a bicycle the Owner shall instead of providing the credit pursuant to clauses 8.1 above pay the Occupier the equivalent of that credit by way of voucher (to the value of at least £100) only due to the Student Accommodation Unit less any credit already paid for the purposes of purchasing a bicycle.

9. RESURFACING AND IMPROVEMENTS TO PERCIVAL COURT

9.1. Prior to the Implementation Date to submit the Percival Court Resurfacing and Improvements Plan to the Council for approval and in the event of any refusal by the Council to approve the Percival Court Resurfacing and Improvements Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Percival Court Resurfacing and Improvements Plan as amended having regard to the Council's reasonable reasons for refusal.

9.2. Not to Implement or cause or permit Implementation until the Percival Court Resurfacing and Improvements Plan has been submitted to and approved in writing by the Council.

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

9.4. Not to Occupy or cause or permit Occupation until either:

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

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

9.5. In the event that pursuant to paragraph 9.4.2 of this Schedule the Owner has demonstrated to the Council's satisfaction that it has used Best Endeavours for a period of 6 months but been unable to secure the necessary consents to permit it to carry out the Percival Court Resurfacing and Improvement Works, the Council shall (upon written request from the Owner) issue confirmation that the obligation in paragraph 9.3 has been discharged and that the restriction on Occupation in paragraph 9.4 no longer applies.

9.6. Where the Percival Court Resurfacing and Improvement Works have been carried out and completed to ensure that the area subject to those works is maintained for the life of the Development.

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SCHEDULE FOUR

CONSIDERATE CONSTRUCTORS SCHEME

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

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

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

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

Care about Appearance

Constructors should ensure sites appear professional and well managed

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

Respect the Community

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

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

Protect the Environment

Constructors should protect and enhance the environment

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

Secure everyone's Safety

Constructors should attain the highest levels of safety performance

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

Value their Workforce

Constructors should provide a supportive and caring working environment

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

SCHEDULE FIVE

Payment Form

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

NOTES

The Council's Bank details are:

London Borough of Haringey

Barclays Bank plc
Wood Green Branch
London N22
Sort Code: 20-98-47
Account Number: 73294617
Ref: HGY/[application reference]

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

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

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written.

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



Authorised officer:

Principal Lawyer, Litigation

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

Director:

Signature of witness

Name

DAVID KNOWLES

Address

12 APRICOT COURT
LONDON
N13 4EF

