

**DATED** 20 October **2025**

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

**and**

**(2) CYPHER PROPCO LIMITED**

**and**

**(3) SITUS ASSET MANAGEMENT LIMITED**

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**AGREEMENT RELATING TO LAND KNOWN AS**

**29-33 The Hale, London N17 9JZ**

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

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Fiona Alderman  
jf Assistant Director Legal and Governance  
London Borough of Haringey  
Alexandra House  
10 Station Road  
Wood Green  
London N22 7TR

Legal Ref: LEG/PP/JXF/77704  
Planning Ref: HGY/2024/1824

DATE

20 October

2025

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 4LE ("Council") of the first part;
  - (2) **CYPHER PROPCO LIMITED** (Company registration number 12473673) whose registered office is 125 London Wall, London, England, EC2Y 5AS ("Developer") of the second part; and
  - (3) **SITUS ASSET MANAGEMENT LIMITED** (Company registration number 06738409) whose registered office is at 10<sup>th</sup> Floor, 25 North Colonnade, London E14 5HZ ("the Mortgagee")
- together "the Parties".

WHEREAS

1. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
2. The Developer was formerly known as Jigsaw PMG Tottenham Limited but changed its name to Cypher Propco Limited on 22 July 2024. EGL251963 jf
3. The Developer acquired the Property registered at the Land Registry under title numbers EGL287407, EGL280691, MX189926 and ~~EGL25193~~ from Tuncay Sonmez and Sonnay Sonmez, Gunay Sonmez, and Petra Maria Sonmez and Tuncay Sonmez (~~"the Former Owners"~~) on 17 July 2024, pursuant to an option agreement dated 25 March 2010, and has ~~applied to be~~ registered at the Land Registry as the owner of the Property with freehold title absolute. jf
4. By an agreement dated 4 November 2024 the Mortgagee took a charge over the Property and the charge is in the process of being registered against the title to the Property at the Land Registry.
5. The Section 106 Agreement was entered into in connection with the planning permission dated 30 August 2023.
6. The Parties are entering into this Deed to ensure that the amount of affordable housing contribution payable under Section 106 Agreement is increased as a result of the additional unit to be provided as part of the Development following the grant of the NMA Application authorising changes to the internal layout of the Development and the installation of air source heat pumps on the roof.
7. The Council having duly complied with all duties imposed on it by or under the Act and having had regard to the provisions of the London Borough of Haringey's development plan and all other material considerations has resolved by its officers to enter into this Deed.
8. The Council considers it expedient in the interests of the proper planning of its area that the Section 106 Agreement should be varied and supplemented by this Deed.
9. ~~The Former Owners are not parties to this Deed as the Council does not consider that the variations to the Section 106 Agreement need to be enforced against the Former Owners.~~ jf



**NOW THIS DEED WITNESSETH** as follows:-

**1. Enabling Powers and Interpretation**

1.1. The words and expressions used herein shall have the same meaning as in the Section 106 Agreement unless otherwise defined herein.

1.2. In this Deed the following words and expressions have the following meanings:

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Deed"                 | this deed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Section 106 Agreement" | means the agreement under section 106 of the Act entered into by (1) the Council and (2) Tuncay Sonmez and Sonmay Sonmez and (3) Gunay Sonmez and (4) Petra Maria Sonmez and Tuncay Sonmez and (5) the Developer dated 30 August 2023 a copy of which is appended to this Deed at the First Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| "NMA Application"      | means application HGY/2024/1824 to Condition 2 (Approved Plans and Documents) of planning permission HGY/2021/2304 to enable: Internal changes to several accessible rooms with associated reconfiguration of bedrooms to ensure compliance with DDA requirements and relocation of shared amenity spaces; redesign of basement and a reduction in its size for structural reasons; Changes to the core and internal layouts to comply with fire regulations; Integration of an ASHP heating solution, with plant added to roof - reducing floor area of the terrace; Laundry moved to first floor and current laundry converted into an additional studio student room at level 7 and an overall reduction in internal shared amenity space. |
| "Planning Permission"  | means the planning permission for the Development pursuant to the Application and NMA Application.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

1.3. This Deed is made pursuant to sections 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers Act) 1974 (as amended) and section 1 of the Localism Act 2011 and any other enabling statutory provisions.

1.4. Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.

1.5. Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.

1.6. The clause and paragraph headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

- 1.7. Any obligation, covenant, undertaking or agreement by any Party 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.
- 1.8. All references to the "Owner" or "Developer" shall be deemed to include their respective successors in title and assigns and any persons claiming under or through them.

## 2. Taking Effect

- 2.1. It is hereby agreed between the Parties that (subject to clause 2.2 below) the provisions of this Deed shall have immediate effect save for clause 4 which shall take effect on the approval of the NMA Application.
- 2.2. If the approval of the NMA Application is subject to a successful legal challenge which removes the approval (after the challenge proceedings are finally disposed of by the courts) and the NMA Application is not approved again by the Council then the amendments to the Section 106 Agreement in this Deed shall be taken to be cancelled.

## 3. Application of Section 106 of the Act

- 3.1. It is hereby agreed that the covenants and conditions in this Deed are planning obligations for the purposes of section 106 of the Act (save for clause 8 of this Deed) and that the Council is the local planning authority by whom they may be enforced.
- 3.2. Both positive and restrictive covenants and undertakings herein on the part of the Parties are entered into with the intent that the same shall be enforceable without limit of time not only against the Parties but also against their successors in title and assigns and any person corporate or otherwise claiming through or under the Parties 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.
- 3.3. The Developer covenants not to Implement or permit the Implementation of the Planning Permission or carry out the Development other than in accordance with the obligations covenants and restrictions in relation to the Property set out in the Section 106 Agreement as varied and supplemented by this Deed.

## 4. Variations to the Section 106 Agreement

It is hereby agreed that:

- 4.1. The parties to the Section 106 Agreement shall be amended as follows:
  - 4.1.1 **SITUS ASSET MANAGEMENT LIMITED** (Company registration number 06738409) whose registered office address is at 10<sup>th</sup> Floor, 25 North Colonnade, London E14 5HZ (the "Mortgagee") shall be added as a new third party to the Section 106 Agreement.
- 4.2. Clause 1.1 of the Section 106 Agreement shall be varied by the insertion of the definition for "NMA Application" set out in Clause 1.2 of this Deed and the definition for "Deed of Variation" below:

"Deed of Variation" means the deed of agreement under sections 106 and 106A of the Act entered into by (1) the Council and (2) Cypher Propco Limited and (3) Situs Asset Management Limited dated 20 October 2025.



- 4.3. The Section 106 Agreement shall be varied by the deletion of the definitions in Clause 1.1 of the Section 106 Agreement listed below and their replacement with the following:

*"Affordable Housing Contribution" means the sum of £6,540,072.64 (six million five hundred and forty thousand and seventy two pounds and sixty four pence) towards the provision of Affordable Housing in the Borough of Haringey and which is the financial equivalent to providing in excess of 41.76% of the PBSA Units as Affordable Student Accommodation on the Property as part of the Development pursuant to the Planning Permission;*

*"Planning Permission" means the planning permission for the Development pursuant to the Application and NMA Application;*

*"Review cap" means £1,546,354.52 (one million five hundred and forty six thousand three hundred and fifty four pounds and fifty two pence) and shall be the maximum sum payable as an Additional Affordable Housing Contribution, whether individually or in aggregate.*

- 4.4. There shall be inserted into the Section 106 Agreement a new clause 1.8 as follows:

*"Any mortgagee or chargee of the whole or any part of the Property shall take the Property bound by the planning obligations restrictions and undertakings contained herein PROVIDED THAT such mortgagee or chargee shall have no liability for the terms of this Agreement unless and until they become mortgagee in possession of the Property or any part thereof in which case they shall be bound by the provisions of this Agreement as if they were a person deriving title from the owner including in respect of all subsisting breaches under the Agreement arising prior to the date that possession of the Property (or part thereof) is taken after the date of the Deed of Variation and the mortgagee in possession shall not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement."*

- 4.5. There shall be inserted into the Section 106 Agreement a new clause 11 as follows:

*"The Mortgagee hereby consents to the Developer entering into this Agreement as varied by the Deed of Variation and acknowledges that the Property shall be bound by the obligations restrictions and undertakings contained herein PROVIDED THAT the Mortgagee shall have no liability for the terms of this Agreement as varied by the Deed of Variation unless and until it becomes mortgagee in possession of the Property or any part thereof in which case it shall be bound by the provisions of this Agreement as varied by the Deed of Variation as if it were a person deriving title from the Developer including in respect of all subsisting breaches under the Agreement as varied by the Deed of Variation arising prior to the date that possession of the Property (or part thereof) is taken after the date of the Deed of Variation and the Mortgagee shall not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement as varied by the Deed of Variation."*



4.6. The Section 106 Agreement shall remain in full force and effect as varied and supplemented by this Deed.

**5. Registration**

5.1. This Deed shall be registered as a Local Land Charge.

5.2. The Developer hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar to register this Deed in the Charges Register to the titles to the Property and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Deed in the Charges Register of the title to the Property.

**6. Third Party Rights**

The Parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**7. Costs**

The Developer agrees to pay the reasonable legal costs incurred by the Council in the drafting, negotiating and completing this Deed.

**8. Confirmation Of Interest**

The Developer hereby warrants and confirms that:

8.1 apart from the Parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Property or any part thereof affected by the Development; and

8.2 there are no breaches of the obligations restrictions and undertakings contained in the Section 106 Agreement;  
at the date of this Deed.

**9. Mortgagee**

The Mortgagee hereby consents to the Developer entering into this Deed and acknowledges that from the date of this Deed the Property shall be bound by the obligations restrictions and undertakings contained herein PROVIDED THAT the Mortgagee shall have no liability for the terms of this Deed unless and until it becomes mortgagee in possession of the Property or any part thereof in which case it shall be bound by the provisions of this Deed as if it were a person deriving title from the Developer including in respect of all subsisting breaches under the Agreement arising prior to the date that possession of the Property (or part thereof) is taken after the date of this Deed and the Mortgagee, as a mortgagee in possession, shall not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Deed.

**10. Jurisdiction**

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

FIRST SCHEDULE  
SECTION 106 AGREEMENT





DATED

*30 August*

2023

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

and

(2) TUNCAY SONMEZ and SONNAY SONMEZ

and

(3) GUNAY SONMEZ

and

(4) PETRA MARIA SONMEZ and TUNCAY SONMEZ

and

(5) JIGSAW PMG TOTTENHAM LIMITED

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AGREEMENT RELATING TO LAND KNOWN AS

29-33 The Hale, London N17 9JZ

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

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

Legal Ref: LEG/PP/JXF/67545  
Planning Ref: HGY/2021/2304

DATE

30 August

2023

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE ("Council") of the first part
- (2) **TUNCAY SONMEZ** and **SONNAY SONMEZ** of 156 Southbury Road, Enfield, EN1 1YG ("First Owner") of the second part
- (3) **GUNAY SONMEZ** of 2 Highfields, Cuffley, Hertfordshire, EN6 4EL ("Second Owner") of the third part
- (4) **PETRA MARIA SONMEZ** and **TUNCAY SONMEZ** of 156 Southbury Road, Enfield, EN1 1YG ("Third Owner") of the fourth part
- (5) **JIGSAW PMG TOTTENHAM LIMITED** (Company Registration Number 12473673) whose registered office is at of 146 New London Road, Chelmsford, Essex CM2 0AW ("Developer") of the fifth part

WHEREAS

- I. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- II. The First Owner is the owner with freehold title absolute of part of the Property registered at the Land Registry under title numbers EGL287407 and EGL280691.
- III. The Second Owner is the owner with freehold title absolute of part of the Property registered at the Land Registry under title number MX189926.
- IV. The Third Owner is the owner with freehold title absolute of part of the Property registered at the Land Registry under title number EGL251963.
- V. The Developer has entered into option agreements dated 25 March 2020 in relation to the Property.
- VI. The Developer has applied to the Council for permission to develop the Property in accordance with the Application and as part of the Development has agreed to comply with the obligations, covenants and restrictions contained herein and the Owner is willing to enter into this Agreement pursuant to the provisions of section 106 of the Act and section 16 of the 1974 Act and all other enabling provisions in order to facilitate the Development.



- VII. The Council having duly complied with all duties imposed on it by or under the Act and having had regard to the provisions of the development plan and all other material considerations has resolved following executing of the Agreement to grant the Planning Permission.
- VIII. The Council considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.
- IX. As the Local Highway Authority, the Council considers the Highway/Public Realm Works to be in the public benefit pursuant to this Agreement and Section 278 of the 1980 Act.

**NOW THIS DEED WITNESSETH** as follows:-

**1. Enabling Powers and Interpretation**

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

|                                              |                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "1972 Act"                                   | means the Local Government Act 1972;                                                                                                                                                                                                                                                                                                           |
| "1974 Act"                                   | means the Greater London Council (General Powers) Act 1974;                                                                                                                                                                                                                                                                                    |
| "1980 Act"                                   | means the Highways Act 1980;                                                                                                                                                                                                                                                                                                                   |
| "2011 Act"                                   | means the Localism Act 2011;                                                                                                                                                                                                                                                                                                                   |
| "the Act"                                    | means the Town and Country Planning Act 1990;                                                                                                                                                                                                                                                                                                  |
| "Academic Year"                              | means 38 weeks during any academic year;                                                                                                                                                                                                                                                                                                       |
| "Additional Affordable Housing Contribution" | means the Early Stage Review Contribution and/or the Development Break Review Contribution and/or the Late Stage Review Contribution as a sum of money towards the provision of further Affordable Housing in the Borough of Haringey pursuant to clause 4.10.3(d) or 4.10.7(d) or 4.10.11(d) of this Agreement but subject to the Review Cap; |
| "Affordable Housing"                         | means affordable rented housing, living rent housing, shared ownership housing and social rented housing provided to eligible                                                                                                                                                                                                                  |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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|                                    | households whose needs are not met by the market which should (a) meet the needs of Eligible Purchasers or Eligible Renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future Eligible Purchasers or Eligible Renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963) and for the purposes of this Agreement shall include Affordable Student Accommodation; |
| "Affordable Housing Contribution"  | means the sum of £6,525,654 (six million five hundred and twenty five thousand six hundred and fifty four pounds) towards the provision of Affordable Housing in the Borough of Haringey and which is the financial equivalent to providing 41.76% of the PBSA Units as Affordable Student Accommodation on the Property as part of the Development pursuant to the Planning Permission at the date of this Agreement;                                                                                                                                                                                                                                                               |
| "Affordable Student Accommodation" | means student accommodation that is allocated to eligible students during the academic year for a rental cost for the academic year equal to or below 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 for living costs for that academic year;                                                                                                                                                                                                                                                                                                                      |
| "Agreement"                        | means this Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "the Application"                  | means the planning application seeking planning permission for the Development bearing reference HGY/2021/2304;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Application Stage Build Costs"    | means £44,278,500 being the estimated cost of demolition, construction, external works and assumed contingency allowance in respect of the Development;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| "Application Stage NDV"               | means £83,474,897 being the estimated gross development value of the Development which takes into account any Public Subsidy minus purchaser's costs of 6.8% of the estimated gross development value;                                                                                                                                                                                                                                                                                                                                                                     |
| "Apprentice" or "Apprentices"         | means a Resident aged 16 years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ. More information about the government policy and guidance can be found at <a href="https://www.gov.uk/government/publications/apprenticeships-guide-for-employers">https://www.gov.uk/government/publications/apprenticeships-guide-for-employers</a> and about apprenticeship standards and fees at <a href="https://www.instituteforapprenticeships.org/">https://www.instituteforapprenticeships.org/</a> ; |
| "Apprenticeship Support Contribution" | means a financial contribution to support the recruitment process of apprenticeships to be calculated on the basis of £1,500 per Apprentice employed during the Construction Phase and the Occupation Phase of the Development;                                                                                                                                                                                                                                                                                                                                            |
| "Assigned Officer"                    | means the Council's economic development officer assigned by the Council to meet the requirements of the Employment and Skills Team or such other officer notified from time to time;                                                                                                                                                                                                                                                                                                                                                                                      |
| "Blue Badge Holder"                   | means a person who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended);                                                                                                                                                                                                                                                                                                                                                                                                                        |
| "Borough"                             | means the administrative area of the London Borough of Haringey;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Broadband Scheme"                    | means a scheme that details how high-speed broadband connections will be provided to each PBSA Unit;                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Build Costs"                         | means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:<br>(a) details of payments made or agreed to be paid in the relevant building contract;                                                                                                                                                                                                                                                                                                       |

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|                                             | <p>(b) receipted invoices;</p> <p>(c) costs certified by the Owner's quantity surveyor, costs consultant or agent</p> <p>but for the avoidance of doubt build costs exclude:</p> <p>(i) professional, finance, legal and marketing costs;</p> <p>(ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and</p> <p>(iii) any costs arising from Fraudulent Transactions.</p> |
| "Commencement"                              | <p>the date of commencement of the Planning Permission by the carrying out of a material operation as defined in Section 56 of the Act and "Commenced" and "Commence" shall be construed accordingly;</p>                                                                                                                                                                                                                                                |
| "Completion Notice Date"                    | <p>the date when the Owner confirms to the Council that the Development has been completed in accordance with the Planning Permission and the terms of this Agreement to its satisfaction and the terms "Complete" and "Completion" shall be construed accordingly;</p>                                                                                                                                                                                  |
| "Component"                                 | <p>means a part of the Development including but not limited to:</p> <p>(a) PBSA;</p> <p>(b) retail (Use Class E(a)) units;</p> <p>(c) any other floorspace;</p> <p>(d) property; and</p> <p>(e) land;</p>                                                                                                                                                                                                                                               |
| "Considerate Constructors Code of Practice" | <p>means the code made pursuant to the Considerate Constructors Scheme and annexed hereto at the Second Schedule;</p>                                                                                                                                                                                                                                                                                                                                    |
| "Considerate Constructors Scheme"           | <p>means 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 <a href="http://www.ccscheme.org.uk">www.ccscheme.org.uk</a>;</p>                                                                                                                                                                                       |
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| "Construction Logistics Plan"                         | means a plan to be submitted to Council for approval pursuant to condition 32 imposed on the Planning Permission which sets out the measures that the Owner will adopt in undertaking the demolition of the existing buildings at the Property and the construction of the Development using good site practices in accordance with the Considerate Constructor's Code of Practice to ensure that the construction of the Development during the Construction Phase can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network; |
| "Construction Logistics Plan Monitoring Contribution" | means the sum of £20,000 (twenty thousand pounds) to be paid by the Owner to the Council in respect of the Council's costs of monitoring the Construction Logistics Plan;                                                                                                                                                                                                                                                                                                                                                                                                                             |
| "Construction Partnership"                            | means a partnership operating within the Borough to help coordinate and promote supporting residents and persons into training or employment opportunities as may be notified by the Council to the Owner from time to time;                                                                                                                                                                                                                                                                                                                                                                          |
| "Construction Phase"                                  | means the period from the Implementation Date until the Completion Notice Date;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Construction Skills Certification Scheme"            | means the construction skills certification scheme within the UK construction industry (as outlined on their website <a href="https://www.cscs.uk.com/">https://www.cscs.uk.com/</a> );                                                                                                                                                                                                                                                                                                                                                                                                               |
| "Contributions"                                       | means the Affordable Housing Contribution and the Construction Logistics Plan Monitoring Contribution and the Disabled Bay Contribution and the Highway/Public Realm Works Contribution and the Traffic Management Order Contribution, each of which is "Contribution";                                                                                                                                                                                                                                                                                                                               |
| "Defects Liability Period"                            | means such period of time following Completion Notice Date in which a contractor may remedy defects as may be included in the building contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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| "Development"                           | means development of the Property consisting of the redevelopment of Property including demolition of existing buildings to provide a part 7, part 24 storey building of purpose-built student accommodation [PBSA] (Sui Generis) with part commercial uses [retail] (Use Class E(a)) at ground and first floor and associated access, landscaping works, cycle parking and wind mitigation measures in accordance with the documents submitted with the Application and the Planning Permission; |
| "Development Break"                     | means a continuous period of 24 months or more after Substantial Implementation up to the Completion Notice Date in which no construction works take place to progress the Development;                                                                                                                                                                                                                                                                                                           |
| "Development Break Review"              | means an assessment of the viability of Development carried out in accordance with clause 4.10.5-4.10.8 to properly consider and determine whether any Additional Affordable Housing Contribution is to be paid as calculated in accordance with Formula 3;                                                                                                                                                                                                                                       |
| "Development Break Review Build Costs"  | means the sum of: <ul style="list-style-type: none"> <li>a) the estimated Build Costs remaining to be incurred at the Development Break Review Date and shall include the assumed contingency allowance in respect of the Development; and</li> <li>b) the Build Costs actually incurred at the Development Break Review Date;</li> </ul>                                                                                                                                                         |
| "Development Break Review Contribution" | means an Additional Affordable Housing Contribution as a sum of money towards the provision of further Affordable Housing in the Borough of Haringey pursuant to clause 4.10.7(d) of this Agreement but subject to the Review Cap;                                                                                                                                                                                                                                                                |
| "Development Break Review Date"         | means the date of the submission of the Development Break Viability Information pursuant to clause 4.10.6;                                                                                                                                                                                                                                                                                                                                                                                        |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



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| "Development Break Review NDV"            | <p>means the sum of:</p> <ul style="list-style-type: none"> <li>a) the estimated Market Value at the Development Break Review Date of all Components of the Development based on detailed comparable evidence; and</li> <li>b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable);</li> </ul> <p>being a figure which is net of Purchaser's Costs, where the Purchaser's Cost should be assumed to be 6.8%;</p>                                                                                                                                                                                                                                  |
| "Development Break Viability Information" | <p>means in respect of Formula 3:</p> <ul style="list-style-type: none"> <li>(i) Development Break Review NDV; and</li> <li>(ii) Development Break Review Build Costs;</li> </ul> <p>and including in each case supporting evidence to the Council's reasonable satisfaction;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Development Viability Information"       | <p>means</p> <ul style="list-style-type: none"> <li>(a) in respect of Formula 1b: <ul style="list-style-type: none"> <li>(i) Early Stage Review NDV; and</li> <li>(ii) Early Stage Review Build Costs;</li> </ul> </li> <li>(b) in respect of Formula 3: <ul style="list-style-type: none"> <li>(i) Development Break Review NDV; and</li> <li>(ii) Development Break Review Build Costs;</li> </ul> </li> <li>(c) in respect of Formula 3A: <ul style="list-style-type: none"> <li>(i) Late Stage Review Actual NDV;</li> <li>(ii) Late Stage Review Estimated NDV;</li> <li>(iii) Late Stage Review Actual Build Costs;</li> <li>(iv) Late Stage Review Estimated Build Costs;</li> </ul> </li> </ul> <p>and including in each case supporting evidence to the Council's reasonable satisfaction;</p> |
| "Disabled Bay Contribution"               | <p>means the sum of £77,000 (seventy-seven thousand pounds) payable by the Owner to the Council for the design and construction of a</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|                                   | disabled parking bay including costs associated with design and project management fees, the traffic management order and advertising the same and a road safety audit (amounting to £25,000 of the overall contribution) and the costs associated with the construction and delivery of a disabled parking bay (amounting to £52,000 of the overall contribution);                                                                                  |
| "Disposal"                        | <p>means:</p> <ul style="list-style-type: none"> <li>a) the Sale of a Component(s) of the Development;</li> <li>b) the grant of a lease of a Component of the Development; or</li> <li>c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development;</li> </ul> <p>ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly;</p> |
| "Due Date"                        | the date upon which any payment due under any of the provisions of this Agreement is to be made;                                                                                                                                                                                                                                                                                                                                                     |
| "Early Stage Review"              | means an assessment of the viability of Development carried out in accordance with clause 4.10.1-4.10.3 to properly consider and determine whether any Additional Affordable Housing Contribution is to be paid as calculated in accordance with Formula 1b;                                                                                                                                                                                         |
| "Early Stage Review Build Costs"  | <p>means the sum of:</p> <ul style="list-style-type: none"> <li>a) the estimated Build Costs remaining to be incurred and shall include the assumed contingency allowance in respect of the Development; and</li> <li>b) the Build Costs actually incurred at the Early Stage Review Date;</li> </ul>                                                                                                                                                |
| "Early Stage Review Contribution" | means an Additional Affordable Housing Contribution as a sum of money towards the provision of further Affordable Housing in the Borough of Haringey pursuant to clause 4.10.3(d) of this Agreement but subject to the Review Cap;                                                                                                                                                                                                                   |



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| "Early Stage Review Date" | means the date of the submission of the Development Viability Information pursuant to clause 4.10.2;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| "Early Stage Review NDV"  | <p>means the sum of:</p> <ul style="list-style-type: none"> <li>a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and</li> <li>b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable);</li> </ul> <p>being a figure which is net of Purchaser's Costs, where the Purchaser's Costs should be assumed to be 6.8%;</p>                                             |
| "Eligible Renter"         | means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose household income at the date of renting the relevant living rent housing unit or discounted market rent housing (as appropriate) does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report and "Eligible Renters" shall be construed accordingly; |
| "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 and "Eligible Purchasers" shall be construed accordingly;                                                                                                                                                                                                                                                           |
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| "Employment and Skills Plan" | means the plan to be submitted to the Council and containing the information outlined under clause 4.7.1;                                                                                                                                                              |
| "Employment and Skills Team" | means the Council's team responsible for supporting residents and persons into training or employment opportunities and any successor team(s) that may exist from time to time;                                                                                        |
| "External Consultant"        | means the external consultant(s) appointed by the Council to assess the Development Viability Information;                                                                                                                                                             |
| "Formula"                    | means Formula 1b and/or Formula 3 and/or Formula 3A as the context so permits;                                                                                                                                                                                         |
| "Formula 1b"                 | means the formula identified as "Formula 1b" within the Sixth Schedule of this Agreement;                                                                                                                                                                              |
| "Formula 3"                  | means the formula identified as "Formula 3" within the Sixth Schedule of this Agreement;                                                                                                                                                                               |
| "Formula 3A"                 | means the formula identified as "Formula 3A" within the Sixth Schedule of this Agreement;                                                                                                                                                                              |
| "Fraudulent Transaction"     | means a Disposal that is not an arm's length third party bona fide transaction and "Fraudulent Transactions" shall be construed accordingly;                                                                                                                           |
| "GLA"                        | means the Greater London Authority or any successor in statutory function;                                                                                                                                                                                             |
| "Higher Education Provider"  | means an education institution registered on the Office for Students register of English higher education providers which provides a designated course that has been approved by the Department for Education for higher education study (above A-level or equivalent) |



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|                                           | which allows the student to apply for government-financed student loans;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| "Highway Agreement"                       | means an agreement under section 278 of the 1980 Act and any other enabling powers to be entered into between the Parties in accordance with this Agreement in relation to the Highway/Public Realm Works which shall be carried out by the Council at the cost of the Owner;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| "Highway/Public Realm Works"              | means the works on land that is (and remains as) highway within the area shown on the Highway/Public Realm Works Plan, with such works to include: <ul style="list-style-type: none"> <li>• the hardstanding (Marshall Modal paving, alongside Granite Kerbs, blacktop carriageway and granite raised tables) immediately adjacent to the Property;</li> <li>• street furniture; and</li> <li>• planting and soft landscaping within the area shown on the Highway/Public Realm Works Plan (including the semi-circle of highway land immediately adjacent to the north of the Property provided such land remains as highway) or any other suitable areas for landscaping in the Tottenham Hale district centre as shown on the Tottenham Hale District Centre Plan;</li> </ul> |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| "Highway/Public Realm Works Contribution" | means the sum of £188,769 (one hundred and eighty-eight thousand seven hundred and sixty nine pounds) payable by the Owner to the Council for the cost of the Highway/Public Realm Works in accordance with this Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| "Highway/Public Realm Works Plan"         | means the plan annexed to this Agreement at the Third Schedule showing the area of the Highway/Public Realm Works;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| "Index"                                   | means the All Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the All Items Index of Retail Prices becomes no longer maintained;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| "Implementation Date"                  | <p>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 <b>"Implementation"</b> and <b>"Implement"</b> shall be construed accordingly provided that the following matters shall not constitute a material operation for the purposes of this Agreement only:</p> <ul style="list-style-type: none"> <li>(a) site clearance and works of demolition;</li> <li>(b) grounds investigation and any remedial works in respect of contamination;</li> <li>(c) site survey works;</li> <li>(d) construction of boundary fencing or hoardings;</li> <li>(e) construction of temporary accesses;</li> <li>(f) archaeological investigation;</li> <li>(g) display of site notices or advertisements;</li> <li>(h) the provision of underground drainage and sewers;</li> </ul> |
| "Late Stage Review"                    | <p>means an assessment of the viability of Development carried out in accordance with clause 4.10.9 to 4.10.12 to properly consider and determine whether any Additional Affordable Housing Contribution is to be paid as calculated in accordance with Formula 3A;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Late Stage Review Actual Build Costs" | <p>means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Late Stage Review Actual NDV"         | <p>means the sum of:</p> <ul style="list-style-type: none"> <li>(a) the value of all gross receipts from any Sale of a Component of the Development prior to the Late Stage Review Date;</li> <li>(b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and</li> <li>(c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable)</li> </ul>                                                                                                                                                                                                                                                                                     |



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|                                           | being a figure which is net of Purchaser's Costs and the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b);                                                            |
| "Late Stage Review Contribution"          | means an Additional Affordable Housing Contribution as a sum of money towards the provision of further Affordable Housing in the Borough of Haringey pursuant to clause 4.10.11(d) of this Agreement but subject to the Review Cap;                                                                                                                                       |
| "Late Stage Review Estimated Build Costs" | means the estimated Build Costs remaining to be incurred at the Late Stage Review Date;                                                                                                                                                                                                                                                                                   |
| "Late Stage Review Estimated NDV"         | means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable, being a figure which is net of Purchaser's Costs, where the Purchaser's Costs should be assumed to be 6.8%;                                                                                       |
| "Late Stage Review Date"                  | means the Completion Notice Date;                                                                                                                                                                                                                                                                                                                                         |
| "London Living Wage"                      | means the hourly rate which the Living Wage Foundation (or any alternative independent successor body agreed in writing between the Parties) determines is the minimum rate required to cover the basic costs of living in the London Borough of Haringey; more information can be found at <a href="https://www.livingwage.org.uk/">https://www.livingwage.org.uk/</a> ; |
| "London Plan"                             | means the London Plan published in March 2021 as revised from time to time;                                                                                                                                                                                                                                                                                               |
| "Market Value"                            | means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any                                                                                                       |

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|                         | <p>Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:</p> <ul style="list-style-type: none"> <li>(a) a willing seller and a willing buyer;</li> <li>(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;</li> <li>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and</li> <li>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;</li> </ul> |
| "Nominations Agreement" | means an agreement to be entered into between the Owner and Higher Education Provider and/or a Student Housing Management Company to nominate and allocate Students to occupy the PBSA and the management of PBSA PROVIDED THAT such agreement shall not include any restrictions on the open market rent or tenancy terms of the PBSA Units or require a discount to market value or restrict the marketing of the Development;                                                                                                                                                                                                                                                                                                                                      |
| "Occupation Date"       | means the date on which any part of the Development (or any part or phase) is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase) and the terms "Occupy" and "Occupation" shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| "Occupation Phase"      | means the period from the Completion Notice Date until the Occupation Date;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Occupier(s)"           | means any person or persons who Occupy the Development (or any part thereof) at any time during the lifetime of the Development for the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



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|                                           | purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development;                                                                                                                                                                                                                                                           |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                          |
| "Owner"                                   | means the First Owner and the Second Owner and the Third Owner each of which is jointly and severally liable for the performance of the Owner covenants obligations undertakings and restrictions contained in this Agreement;                                                                                                                                                           |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                          |
| "Parties"                                 | means the parties to this Agreement and their successors in title and the term " <b>Party</b> " shall be construed accordingly;                                                                                                                                                                                                                                                          |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                          |
| "Payment Form"                            | means the form to be used by the Owner when making financial payments to the Council in accordance with this Agreement as set out in the Fifth Schedule of this Agreement;                                                                                                                                                                                                               |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                          |
| "Planning Obligations Monitoring Officer" | means an officer of the Council from time to time allocated to deal with and monitor all obligations;                                                                                                                                                                                                                                                                                    |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                          |
| "the Plan"                                | means the plan annexed as the Eighth Schedule to this Agreement;                                                                                                                                                                                                                                                                                                                         |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                          |
| "the Planning Permission"                 | means the planning permission for the Development pursuant to the Application;                                                                                                                                                                                                                                                                                                           |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                          |
| "Practical Completion"                    | means the issue of a certificate of practical completion by the Owner's architect, civil engineer or chartered surveyor as appropriate (or if constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect, civil engineer or chartered surveyor) and " <b>Practically Completed</b> " shall be construed accordingly; |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                          |
| "Priority Groups"                         | means Haringey residents facing barriers into work including the unemployed, young people, care leavers, residents with disabilities both physical and mental, women, people from Black, Asian and                                                                                                                                                                                       |

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|                                               | Minority Ethnic backgrounds, low earners, people over 50 and those who are digitally excluded;                                                                                                                                                                                                                                             |
|                                               |                                                                                                                                                                                                                                                                                                                                            |
| "Property"                                    | means the land and premises known as land on the south west side of Hale Road and 31 and 33 Hale Road, Tottenham and 29 Hale Road, Haringey registered at the Land Registry under title numbers EGL287407, EGL280691, MX189926 and EGL251963 shown indicatively edged in red on the Plan annexed as the Eighth Schedule to this Agreement; |
|                                               |                                                                                                                                                                                                                                                                                                                                            |
| "Public Subsidy"                              | means funding from the Council and/or the GLA and/or Homes England (or any successor organisations) together with any additional public subsidy secured by the Owner to support the delivery of the Development;                                                                                                                           |
|                                               |                                                                                                                                                                                                                                                                                                                                            |
| "Purchaser's Costs"                           | means the costs of acquisition to take account of stamp duty, agents and legal fees, including VAT;                                                                                                                                                                                                                                        |
|                                               |                                                                                                                                                                                                                                                                                                                                            |
| "Purpose-Built Student Accommodation or PBSA" | means the purpose-built student accommodation units comprising rooms which are to be let to persons following a course in higher education recognised by the Office for Students shown edged red on the PBSA Plan annexed as the Seventh Schedule to this Agreement;                                                                       |
|                                               |                                                                                                                                                                                                                                                                                                                                            |
| "PBSA Unit"                                   | means an individual unit of the PBSA and "PBSA Units" shall be construed accordingly;                                                                                                                                                                                                                                                      |
|                                               |                                                                                                                                                                                                                                                                                                                                            |
| "Relevant Review Date"                        | means the Early Stage Review Date or the Development Break Review Date or Late Stage Review Date (as the context requires);                                                                                                                                                                                                                |
|                                               |                                                                                                                                                                                                                                                                                                                                            |
| "Resident"                                    | means a person who is resident in the Borough and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old and the term "Residents" shall be construed accordingly;                                                                                                         |
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| "Resident's Parking Permit"              | means a permit issued under the Traffic Management Order which permits the holder to park in accordance with the Traffic Management Order;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Review Cap"                             | means £1,542,775 (one million five hundred and forty two thousand seven hundred and seventy five pounds) and shall be the maximum sum payable as an Additional Affordable Housing Contribution, whether individually or in aggregate;                                                                                                                                                                                                                                                                                                                                                                                            |
| "Sale"                                   | means: <ul style="list-style-type: none"> <li>a) the sale of the freehold of a Component; or</li> <li>b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent</li> </ul> and "Sold" shall be construed accordingly                                                                                                                                                                                                                                                                                                                                                                   |
| "Skills Contribution"                    | means a financial contribution payable by the Owner to the Council towards the support of local people who have been out of work and/or do not have the skills set required for the jobs created to be calculated in accordance with the Council's Planning Obligations Supplementary Planning Document March 2018 paragraphs 7.29 -7.30 in relation to the retail (Use Class E(a)) units and not the PBSA or PBSA Units;                                                                                                                                                                                                        |
| "Skills-Based Training"                  | means a training program that is intended to provide unemployed Residents with the skills and qualifications to access jobs being created by the Development and consisting of work experience placements and a guaranteed interview (for suitable individuals) linked to planned jobs and employment outcomes. For further information, visit <a href="https://www.gov.uk/government/publications/sector-based-work-academies-employer-guide/sector-based-work-academies-employer-guide">https://www.gov.uk/government/publications/sector-based-work-academies-employer-guide/sector-based-work-academies-employer-guide</a> ; |
| "STEM and Career Inspirational Sessions" | means developing long-term relationships with local organisations and working closely with them to deliver practical activities relevant to the construction industry including in Science Technology Engineering and                                                                                                                                                                                                                                                                                                                                                                                                            |

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|                                          | Maths (STEM) and details of how the activities will be delivered. The format of such sessions to be agreed with the Employment and Skills Team as part of the Employment and Skills Plan;                                                                                                                                                                                             |
|                                          |                                                                                                                                                                                                                                                                                                                                                                                       |
| "Students"                               | means students affiliated with one or more of the higher educational institutions approved by the Office for Students from time to time, such other body that may supersede or replace the Office for Students or such other education institution as shall be agreed between the Council and the Owner in writing from time to time;                                                 |
|                                          |                                                                                                                                                                                                                                                                                                                                                                                       |
| "Student Housing Management Company"     | means either a company managing student accommodation and who is a member of a recognised accreditation scheme for the management of student accommodation (such as the ANUK Codes for accommodation owned or managed by educational establishments or non-education establishments or other relevant standards) either managing the development itself or with a management partner; |
|                                          |                                                                                                                                                                                                                                                                                                                                                                                       |
| "Substantial Implementation"             | means the occurrence of the following in respect of the Development:<br>(a) completion of the ground preparation works; and<br>(b) construction of the basement floor slab                                                                                                                                                                                                            |
|                                          |                                                                                                                                                                                                                                                                                                                                                                                       |
| "Substantial Implementation Target Date" | means the date 24 months from but excluding the date of grant of the Planning Permission;                                                                                                                                                                                                                                                                                             |
|                                          |                                                                                                                                                                                                                                                                                                                                                                                       |
| "Target Return"                          | means profit on value of fifteen percent (15%) being the blended profit of the Components of the Development as a percentage of gross development value;                                                                                                                                                                                                                              |
|                                          |                                                                                                                                                                                                                                                                                                                                                                                       |
| "the Traffic Management Order"           | means the relevant order for the time being in force made under the Road Traffic Regulation Act 1984 (as amended) which establishes a controlled parking zone in which the Property is situated;                                                                                                                                                                                      |
|                                          |                                                                                                                                                                                                                                                                                                                                                                                       |
| "Traffic Management Order Contribution"  | means the sum of £5,000 (five thousand pounds) payable by the Owner to the Council to be pooled towards the costs associated with                                                                                                                                                                                                                                                     |



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|                | amending the Traffic Management Order and advertising the same which amendment shall remove the Development from those premises the residents of which may apply for a Resident's Parking Permit;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| "Traineeships" | <p>means a skills development programme for Young Residents that consists of training delivered by a training provider/work placement for a period of 6 weeks to 1 year including:</p> <ul style="list-style-type: none"> <li>• a minimum of 70 hours of meaningful and high quality work experience over the duration of the traineeship and as agreed with the traineeship provider.</li> <li>• constructive feedback and advice to the trainee;</li> <li>• an interview for an apprenticeship or job in Owner's organisation at the end of the traineeship if one is available</li> <li>• an exit interview at the end of the traineeship with meaningful written feedback if no job is available.</li> </ul> <p>For more information visit: <a href="https://www.gov.uk/guidance/traineeship-information-for-employers">https://www.gov.uk/guidance/traineeship-information-for-employers</a>;</p>                                                                                             |
| "Travel Plan"  | <p>means a plan for the PBSA and the retail units to be submitted to Council for approval which sets out:</p> <ol style="list-style-type: none"> <li>(a) setting out ways to encourage sustainable transport to and from the Development;</li> <li>(b) setting out ways to seek to achieve an 8% cycle modal share by the 5<sup>th</sup> anniversary of the Occupation Date;</li> <li>(c) containing amongst other things the provision of welcome induction packs to Occupiers of the Development containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan;</li> <li>(d) details of cyclist facilities for the retail units (lockers, changing rooms, showers &amp; drying rooms);</li> <li>(e) a mechanism whereby the proposed mobility scooter charging spaces can (if the need for them is not identified) be converted into spaces for large bicycles as and when required, based on</li> </ol> |

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|                                       | <p>regular monitoring of usage tied in with the travel surveys undertaken in accordance with clause 4.5.3 (which shall include surveys of the uptake of bicycle parking);</p> <p>(f) the emergency cycle access arrangements to the basement in the event the cycle lift should break down;</p> <p>(g) the methodology for:</p> <p>(i) ongoing reviews (up to 5 years from the payment of the Disabled Bay Contribution) for the assessment of the use of on-street loading bays on The Hale for pick-up/drop-off by Blue Badge Holders and visitor parking by Blue Badge Holders for the Development;</p> <p>(ii) working with the Council so that the Council may undertake a feasibility study to identify whether the provision of a disabled parking bay on The Hale is required and whether is feasible or not taking account of pedestrian comfort levels;</p> <p>(iii) (in the eventuality that the feasibility study identifies a need to extend or alter the loading bay on The Hale and that it is feasible to do so) for the Owner to assist the Council and/or Transport for London (as appropriate) in the design and construction and delivery of a disabled parking bay with any costs associated with the design and construction of a disabled parking bay as incurred by the Council and/or Transport for London in their design and delivery of the disabled parking bay being taken/allocated from the Disabled Bay Contribution; and</p> <p>(h) any other information reasonably requested by the Council;</p> |
| "Travel Plan Co-Ordinator"            | a person appointed to liaise with the Council in the submission and agreement of the Travel Plan and on compliance therewith and to be responsible for promoting the Travel Plan to Occupiers of the Development;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| "Travel Plan Monitoring Contribution" | means the sum of £5,000 (five thousand pounds) to be paid by the Owner to the Council in respect of the Council's costs of monitoring the Travel Plan;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



|                   |                                                                                                                                                                                                                                                   |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Work Placements" | means the procurement of Residents aged 14+ to undertake work experience taking place for a minimum of 5 days (20hrs);                                                                                                                            |
|                   |                                                                                                                                                                                                                                                   |
| "Working Days"    | any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday; and                                                                                                                                                   |
|                   |                                                                                                                                                                                                                                                   |
| "Young Resident"  | means a person who is a Resident of Haringey or for whom the Council has a corporate parenting responsibility and who are aged 16 – 24 years and not in employment, education, and training and "Young Residents" shall be construed accordingly. |

- 1.2. This Agreement is made pursuant to section 106 of the Act, section 111 of the 1972 Act, section 16 of the 1974 Act, section 278 of the 1980 Act, section 1 of the 2011 Act and any other enabling statutory provisions.
- 1.3. Words importing the singular shall include the plural and vice versa.
- 1.4. Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.
- 1.5. The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.6. Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.

- 1.7. Any obligation, covenant, undertaking or agreement by any Owner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.

**2. Taking Effect**

Save for clauses 8.2 (costs clause), 8.3 (registration as a local land charge), 4.10.1 (but only in relation to the date from which the Substantial Implementation Target Date is calculated) which apply from the date of this Agreement, this Agreement shall take effect on the later of:

- 2.1 the date on which the Planning Permission is granted;  
2.2 the date the Planning Permission is Commenced.

**3. Application of enabling powers**

- 3.1. It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act (save for clauses 4.4 and 8.2) and that the Council is the local planning authority by whom they may be enforced and all covenants and conditions in this Agreement are enforceable by the Council pursuant to section 16 of the 1974 Act and all other enabling statutory provisions as noted above.
- 3.2. It is further agreed that the Council is highways authority for the purposes of the 1980 Act for whom clause 4.6 can be enforced.
- 3.3. Subject to clause 3.4 (expiry of liability) both positive and restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.
- 3.4. No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the part of the Property in respect of which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest (or part thereof).
- 3.5. The covenants restrictions and obligations shall not be binding or enforceable against:



- 3.5.1.1. Any statutory undertaker carrying out its statutory functions;
  - 3.5.1.2. any individual owner, lessee or occupier of a completed PBSA Unit save for obligations within clauses 4.3 (PBSA); 4.4 (Parking Permits); 4.5 (Travel Plan);
  - 3.5.1.3. any individual owner, lessee or occupier of a completed retail unit and their mortgagee; or
  - 3.5.1.4. such party as agreed in writing with the Council.
- 3.6. This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission shall be quashed or revoked or otherwise withdrawn or expires without prior Implementation.
- 3.7. Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop the Property or any part of it in accordance with a planning permission (other than the Planning Permission or in the event a new planning permission is granted pursuant to Section 73 of the Act in accordance with clause 3.8) granted by the Council or by the relevant Secretary of State on appeal or by reference to him after this date.
- 3.8. In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act in connection with the Planning Permission and unless the Council confirms in writing otherwise the obligations in this Agreement shall relate to and bind any subsequent planning permission(s) in respect of the Property granted pursuant to Section 73 of the Act and the Property itself, and the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s).

#### **4. Obligations of the Owner**

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

##### **4.1. General**

- 4.1.1 Not to carry out continue or procure the Development without performing and observing the obligations stipulations and other matters set out in this Agreement and on the part of the Owner to be performed and observed unless otherwise agreed in writing by the Parties.

- 4.1.2 Subject to compliance with all health and safety requirements to permit the Planning Obligations Monitoring Officer access to the Property during the carrying out of the Development to inspect whether the provisions of this Agreement are being observed and performed in accordance with this Agreement.
- 4.1.3 Not to encumber or otherwise deal with their interest in the Property or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out.
- 4.2. **The Contributions**
- 4.2.1 On or prior to the Commencement of the Development, the Owner shall pay to the Council the Construction Logistics Plan Monitoring Contribution and the Traffic Management Order Contribution.
- 4.2.2 Not to:
- (i) Commence the Development, cause or permit Implementation of the Development;
  - (ii) Occupy or cause or permit the Occupation of the Development or any part thereof;
  - (iii) use or cause or permit the use of the Development or any part thereof;
- until such time as the Council has received the Construction Logistics Plan Monitoring Contribution and the Traffic Management Order Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7.1.
- 4.2.3 To pay to the Council the Disabled Bay Contribution and the Highway/Public Realm Works Contribution within 9 months of the Implementation Date.
- 4.2.4 Not to:
- (i) Occupy or cause or permit the Occupation of the Development or any part thereof;
  - (ii) use or cause or permit the use of the Development or any part thereof;
- until such time as the Council has received the Disabled Bay Contribution and the Highway/Public Realm Works Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7.1.
- 4.2.5 On or prior to Occupation Date to pay to the Council to pay the Affordable Housing Contribution.



4.2.6 Not to:

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

until such time as the Council has received the Affordable Housing Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7.1.

4.3 **PBSA**

4.3.1 Not to Occupy or permit Occupation or use the PBSA other than as accommodation for Students during the Academic Year.

4.3.2 Outside of the Academic Year, the PBSA may be used as accommodation for Students and any other use ancillary to the main use (examples of such ancillary uses, amongst others, include providing accommodation for conference delegates, visitors, interns on university placements, and students on short-term education courses) or such other use as first approved in writing by the Council acting reasonably.

4.3.3 Not to first Occupy or permit first Occupation or first use the PBSA unless reasonable endeavours have been used to complete a Nominations Agreement for: (i) firstly for all of the PBSA; and (ii) secondly for the majority of the PBSA.

4.4 **Car-Free Development**

4.4.1 The Property shall not be used and/or Occupied by anyone who has a Resident's Parking Permit save for the application of clause 4.4.5.

4.4.2 In the event that a Resident's Parking Permit is issued in respect of the Development it shall be surrendered to the Council within 7 days of a written demand therefor from the Council.

4.4.3 Prior to the Occupation of each PBSA Unit any resident shall be informed by the Owner of the contents of this Agreement and that as a result they shall not be entitled to apply for a Resident's Parking Permit from the Council and any Disposal licence transfer lease or tenancy to any resident shall contain an obligation for the resident to comply with and raise no objection to the provisions of clauses 4.4.1 and 4.4.2 above in substantially the form set out below:

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

- 4.4.4 Any advertisement in relation to the marketing or sale of any PBSA Unit within the Development is to include specific reference that the Development is subject to the restrictions in this clause 4.4.
- 4.4.5 The restrictions in clauses 4.4.1-4.4.4 shall not apply in respect of any Occupier or Resident of the Development who is a Blue Badge Holder, nor any Occupier of a retail unit.
- 4.5 **Travel Plan**
- 4.5.1 No less than 6 (six) months prior to the Occupation Date to submit a Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Travel Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation until the Council approves the Travel Plan ("**Approved Travel Plan**").
- 4.5.2 No less than 6 (six) months prior to the Occupation Date to appoint the Travel Plan Co-Ordinator.
- 4.5.3 To work in collaboration with the Council to conduct annual reviews (with surveys in years 1, 3 and 5) of the Approved Travel Plan for a minimum of 5 years following Occupation of the final phase of the Development and following such reviews to make such reasonable amendments to the Approved Travel Plan as may reasonably be required by the Council.
- 4.5.4 Not to Occupy or cause or permit Occupation otherwise than in accordance with the Approved Travel Plan (as may be amended from time to time in accordance with clause 4.5.3).



- 4.5.5 To carry out and comply with the Approved Travel Plan (as may be amended from time to time in accordance with clause 4.5.3).

**4.6 Highways**

- 4.6.1 Within 12 months of Implementation to execute and complete the agreed Highway Agreement with the Council (or within an alternative timescale as may be agreed in writing with the Council).

- 4.6.2 Not to Occupy or cause or permit Occupation until the Highway Agreement has been completed to the satisfaction of the Council or within an alternative timescale as may be agreed in writing with the Council.

- 4.6.3 The Council and the Owner shall work together and cooperate to agree a mutually acceptable timetable for the progression of the Highways/Public Realm Works and an acceptable date for the commencement of the Highways/Public Realm Works (the "Agreed Start Date").

- 4.6.4 The Council may notify the Owner that they require the Owner to undertake the Highway/Public Realm Works in accordance with the agreed Highway Agreement PROVIDED THAT:

- a) such request must be notified in writing prior to the Highway Agreement is agreed (or within an alternative timescale as may be agreed in writing between the parties); and
- b) clause 5.3 shall apply in the event the Highway/Public Realm Contribution has been paid to the Council prior to such notification

**4.7 Employment and Skills**

- 4.7.1 No later than twenty-eight (28) days prior to Commencement, to submit (or procure that the named individual identified in clause 4.7.5 submit) to the Council an Employment and Skills Plan for the Development to include a detailed programme, procurement schedule, recruitment protocols and labour histogram stipulating the following requirements:

- a) to use reasonable endeavours to ensure the procurement of not less than twenty percent (20%) of the workforce employed during:

- (i) the Construction Phase of the Development to comprise Residents for a minimum of 26 weeks;
  - (ii) the Occupation Phase for the PBSA;
- b) the provision of Skills-Based Training to the twenty percent (20%) referred to in clause 4.7.1(a) above and at least five percent (5%) of these to comprise Traineeships;
- c) the employment of full time Apprenticeships to at least one Apprentice per £3 million development cost, up to maximum of 10% of the total construction workforce at its anticipated maximum provision on site, such apprentices to be paid at no less than London Living Wage and to be supported in their training and qualification to a minimum of NVQ Level 2 and to be nominated by the Employment and Skills Team in accordance with clause 4.7.1d);
- d) explaining how the Owner and its contractors' agents shall work with the Employment and Skills Team and Construction Partnership for any recruitment assessment screening testing and application support arrangements to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development during the Construction Phase SAVE THAT in the event the Employment and Skills Team or Construction Partnership are not able to recruit a Resident for a job or apprenticeship within 10 Working Days from the date the advertisement for that role is submitted to the Council and approved in writing the Owner and its contractor shall be free to recruit for that role from other sources;
- e) explaining how the Owner and leaseholders and end users of the Development (following the Construction Phase) shall work with the Employment and Skills Team to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development;
- f) regular liaison with the Assigned Officer to help suppliers and businesses which are based in the Borough to tender for such works as may be appropriate for them to undertake and or support locally based social enterprises including capacity building assistance through advice on business planning, mentoring and the purchase of products or services;



- g) the provision of Work Placements for unemployed and economically inactive Residents for unemployed and economically inactive Residents, such number of Work Placements to be agreed with the Employment and Skills Team;
- h) the provision of details of how the Employment and Skills Plan does not discriminate against groups with protected characteristics in terms of the employment and skills development opportunities it facilitated and has regard to the specific demographic characteristics of Residents in its proposed activities including residents who experience barriers to employment such as rehabilitating young offenders, long term unemployed, homelessness, care leavers, neuro diverse;
- i) subject to clause 4.7.1(h) the provision of how the Employment and Skills Plan shall prioritise and support the Council's Priority Groups identified by the Council;
- j) provision of no fewer than five (5) STEM and Career Inspirational Sessions, working with the Council's nominated partners;
- k) the provision to the Assigned Officer of such information as is reasonably required to ensure compliance with the Approved Employment and Skill Plan (including but not limited to monthly monitoring data and summaries of details of the above opportunities provided to Residents), such information to be provided to the Council directly by the Owner (or its agents or contractors) in a format to be agreed by the Assigned Officer which may include the provision of information through an online portal as notified by the Council from time to time;
- l) how the Owner shall ensure that it shall seek to obtain consent from all employees contractors and agents to ensure that the information required under clause 4.7.1(k) above can be provided to the Council in compliance with all data protection act and other statutory requirements; and
- m) contain sufficient information to enable the Council to assess the quantum of the Apprenticeship Support Contribution and whether a Skills Contribution is payable.

- 4.7.2 Not to Commence or cause or permit the Commencement unless and until the Employment and Skills Plan has been approved by the Council ("**Approved Employment and Skills Plan**") and not to carry out the Development or Occupy or Permit Occupation otherwise than in accordance with the Approved Employment and Skills Plan.
- 4.7.3 Not to Implement or cause or permit Implementation unless and until the Apprenticeship Support Contribution has been received in full by the Council in accordance with clause 7.1 of this Agreement.
- 4.7.4 If the Approved Employment and Skills Plan shows that a Skills Contribution is payable not to Implement or permit Implementation until the Skills Contribution has been received in full to the Council in accordance with clause 7.1 of this Agreement.
- 4.7.5 To commit a named senior level individual to engage with the Employment and Skills Team, including any Construction Partnership network by working in partnership with the Assigned Officer to:
- a) meet the requirements of the Approved Employment and Skills Plan, the Construction Partnership network and the obligations set out in this clause 4.7; and
  - b) to ensure efficient management and supply of Residents for employment and training opportunities on Implementation of the Development in accordance with the Approved Employment and Skills Plan PROVIDED THAT the Owner shall not be required to offer employment to any candidate who does not have the necessary skills, knowledge or qualifications necessary to perform the employment.
- 4.7.6 Not to Commence or cause or permit the Commencement unless and until the Council has been informed of the name and contact details of the individual appointed pursuant to clause 4.7.5.
- 4.7.7 In the event that the target set in clause 4.7.1(a) above is not met in accordance with the Approved Employment and Skills Plan then the Owner shall meet with the Assigned Officer to review the Approved Employment and Skills Plan and to identify and agree measures to help achieve the relevant target and such meeting to take place within 5 Working Days of the date of a written request from the Assigned Officer to meet.
- 4.7.8 In the event that the Council determines that despite the Owner's reasonable endeavours the number of Apprenticeships has not been delivered in accordance with clause 4.7.1(c) and the Approved



Employment and Skills Plan then the Owner shall pay a sum of £13,000 for every full time Apprentice not employed in accordance with clause 4.7.1(c) to the Council to support Apprenticeships and such amount shall be paid in accordance with clause 7.1 of this Agreement and within 15 Working Days of receipt of written demand from the Council.

4.7.9 To state clearly in tender documentation, prior to selecting the main contractor, that they will instruct their contractors/sub-contractors that these obligations under this clause 4.7 are required and that they shall be required to engage with the Council in respect of the performance of the obligations under this clause 4.7.

4.7.10 To inform any applicable leaseholders and end users of the Employment and Skills Team and relevant partnerships to secure employment opportunities for Residents and to use all reasonable endeavours to procure that occupying businesses promote such opportunities in hospitality leisure, cultural/creative work, health and social care, retail, finance and business.

4.8 **DEN and Energy**

4.8.1 The Owner hereby covenants and undertakes for itself and its successors in title with the Council to perform and observe the obligations stipulations and other matters set out in the First Schedule of this Agreement.

4.9 **Considerate Constructors Scheme**

4.9.1 Not to Implement the Development unless and until the Owner has registered the Development with the Considerate Constructors Scheme and provided written evidence of this to the Council.

4.9.2 To ensure that the Development is constructed in accordance with the Considerate Constructors Code of Practice and in the event of any non-compliance with Considerate Constructors Code of Practice the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.9.3 Prior to Occupation of the Development the Owner shall submit a request for an assessment from a representative of the Considerate Constructors Scheme of the performance of the construction of the Development against the Considerate Constructors Code of Practice and within six months of Occupation the Owner shall have obtained an assessment from a representative of the Considerate

Constructors Scheme of the performance of the construction of the Development against the Considerate Constructors Code of Practice and reported the results of the assessment to the Council within seven (7) Working Days of receipt.

#### 4.10 Viability

##### 4.10.1 Early Viability Trigger

- a) The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 (ten) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- b) No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- c) Following the Owner's notification pursuant to clause 4.10.1(a), the Owner shall afford the Council access to the Property to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
  - a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
  - b) comply with relevant health and safety legislation; and
  - c) at all times be accompanied by the Owner or its agent.
- d) No later than 20 (twenty) Working Days after the Council receives:
  - a) notice pursuant to clause 4.10.1(a); or
  - b) if the Council makes a request under clause 4.10.1(b), the additional documentary evidence,the Council shall inspect the Property and thereafter provide written confirmation to the Owner within 10 (ten) Working Days of the inspection date as to whether or not the Council considers



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

e) If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then this clause 4.10.1 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to clause 4.10.1(d) that the Substantial Implementation has been achieved and for the avoidance of doubt in the event of a dispute as to whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date either party may refer the matter for determination by an Expert pursuant to clause 8.6.

f) In the event that:

- (i) the Council has notified the Owner pursuant to clause 4.10.1(d) that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or
- (ii) the Expert following dispute resolution subject to clause 8.6 confirms the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;

then the obligation to produce an Early Stage Review shall not apply.

g) The Owner shall not Occupy the Development or any part thereof until:

- (i) the Council has notified the Owner pursuant to clause 4.10.1(d) or the Expert determined pursuant to clause 4.10.1(f) that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
- (ii) the Council has notified the Owner pursuant to clause 4.10.3(d) or the Expert determined pursuant to clause 8.6 that no Early Stage Review Contribution is required; or
- (iii) if the Council notifies the Owner pursuant to clause 4.10.3(d) that Early Stage Review Contribution is required, payment of the Early Stage Review Contribution has been credited to the Council in accordance with clause 7.1.

4.10.2 Submission of Development Viability Information and other information

- a) Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under clause 4.10.1(d):
  - a. the Owner shall submit the following information no later than 20 (twenty) Working Days after the date on which the Owner is notified pursuant to clause 4.10.1(d) that the Substantial Implementation has not been achieved, on the basis that the Council may make such information publicly available:
    - i. the Development Viability Information for Formula 1b; and
    - ii. a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) thereby confirming whether in the Owner's view any Early Stage Review Contribution is to be paid;
  - b. clause 4.10.3 and 4.10.4 shall apply.

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

- a) The Council shall assess the information submitted pursuant to clause 4.10.2 and assess whether in its view an Early Stage Review Contribution is to be paid in accordance with Formula 1b and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b subject to such evidence also being provided to the Owner.
- b) The Council may appoint an External Consultant to assess the information submitted pursuant to clause 4.10.2.
- c) In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as



applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Contribution is to be paid in accordance with Formula 1b.

- d) When the Council or its External Consultant has completed its assessment of the information submitted pursuant to clause 4.10.2 and this clause, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Contribution is to be paid.
- e) Where the Council concludes that an Additional Affordable Housing Contribution is to be paid but the Owner's initial submission concluded otherwise, either party may refer the matter to the Expert in accordance with clause 8.6 of this Agreement.
- f) The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to clause 4.10.2 including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.

#### 4.10.4 Payment of Early Stage Review Contribution

- a) Where it is determined pursuant to clause 4.10.3(d) or the Expert following dispute resolution subject to clause 8.6 that an Early Stage Review Contribution is to be paid the Owner shall not Occupy the PBSA Units unless and until it has paid the Early Stage Review Contribution to the Council in accordance with clause 7.1.

#### 4.10.5 Development Break

Where a Development Break has occurred, the Council shall notify the Owner that the Council considers that a Development Break has occurred and the Owner shall not Occupy the PBSA Units or any part thereof until:

- a) the Council has notified the Owner pursuant to clause 4.10.7(d) that no Development Break Review Contribution is to be paid; or
- b) if the Council notifies the Owner pursuant to clause 4.10.7(d) that an Development Break Review Contribution is to be paid, payment of the Additional Affordable Housing Contribution has been credited to the Council in accordance with clause 7.1; or
- c) the Expert following dispute resolution subject to clause 8.6 confirms no Development Break has occurred and/or no Development Break Review Contribution is to be paid;

and for the avoidance of doubt in the event of a dispute as to whether a Development Break has occurred or the Development Break Review should be undertaken, either party may refer the matter for determination by an Expert pursuant to clause 8.6

4.10.6 Submission of Development Break Viability Information and other information

Where a Development Break has occurred as notified by the Council under clause 4.10.5 or as determined by the Expert:

- a) the Owner shall submit the following information no later than 20 (twenty) Working Days after the date on which the Owner is notified pursuant to clause 4.10.5 that a Development Break has occurred, on the basis that the Council may make such information publicly available:
  - i. the Development Break Viability Information for Formula 3; and
  - ii. a written statement that applies the applicable Development Break Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) thereby confirming whether in the Owner's view any Development Break Review Contribution is to be paid;
- b) clauses 4.10.7 and 4.10.8 shall apply.

4.10.7 Assessment of Development Break Viability Information and other information in relation to a Development Break

- a) The Council shall assess the information submitted pursuant to clause 4.10.6 and assess whether in its view a Development Break Review Contribution is to be paid in accordance with Formula 3 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 3 subject to such evidence also being provided to the Owner.
- b) The Council may appoint an External Consultant to assess the information submitted pursuant to clause 4.10.6.
- c) In the event that the Council and/or an External Consultant requires further Development Break Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request



and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view a Development Break Review Contribution is to be paid in accordance with Formula 3.

- d) When the Council or its External Consultant has completed its assessment of the information submitted pursuant to clause 4.10.6, the Council shall notify the Owner in writing of the Council's decision as to whether any Development Break Review Contribution is to be paid.
- e) Where the Council concludes that an Development Break Review Contribution is to be paid but the Owner's initial submission concluded otherwise, either party may refer the matter to the Expert in accordance with clause 8.6 of this Agreement.
- f) The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to clause 4.10.6 including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.

#### 4.10.8 Payment of Development Break Review Contribution

- a) Where it is determined pursuant to clause 4.11.7(d) that an Development Break Review Contribution is to be paid the Owner shall not Occupy the PBSA Units unless and until it has paid the Development Break Review Contribution to the Council in accordance with clause 7.1.

#### 4.10.9 Late Stage Review

- a) The Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.
- b) In the event an Additional Affordable Housing Contribution has already been paid that is equal to the Review Cap, then the obligation to undertake a Late Stage Review ceases to apply and clauses 4.10.9 to 4.10.12 no longer apply.

#### 4.10.10 Submission of Development Viability Information and other information

- a) No later than 20 Working Days after the Late Stage Review Date notified to the Council pursuant to clause 4.10.9, the Owner shall submit the following information on the basis that the Council may make such information publicly available:
  - (i) the Development Viability Information for Formula 3A; and

(ii) a written statement that applies the applicable Development Viability Information to Formula 3A (PROVIDED ALWAYS THAT if the result produced by Formula 3A is less than zero it shall be deemed to be zero) thereby confirming whether in the Owner's view any Late Stage Review Contribution is payable and, if so, how much.

4.10.11 Assessment of Development Viability Information and other information in relation to a Late Stage Review

- a) The Council shall assess the information submitted pursuant to clause 4.10.10 and assess whether in its view a Late Stage Review Contribution is to be paid in accordance with Formula 3A and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 3A subject to such evidence also being provided to the Owner.
- b) The Council may appoint an External Consultant to assess the information submitted pursuant to clause 4.10.10.
- c) In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view a Late Stage Review Contribution is to be paid in accordance with Formula 3A.
- d) When the Council or its External Consultant has completed its assessment of the information submitted pursuant to clause 4.10.10, the Council shall notify the Owner in writing of the Council's decision as to whether any Late Stage Review Contribution is to be paid.
- e) Where the Council concludes that a Late Stage Review Contribution is to be paid but the Owner's initial submission concluded otherwise, either party may refer the matter to the Expert in accordance with clause 8.6 of this Agreement.
- f) The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to clause 4.10.10 including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.



4.10.12 Payment of Late Stage Review Contribution

- a) Where it is determined pursuant to clause 4.10.11(d) that a Late Stage Review Contribution is to be paid the Owner shall pay the Late Stage Review Contribution to the Council in accordance with clause 7.1 no later than 30 Working Days after the Council notifies the Owner in accordance with clause 4.10.11(d) or the date as determined by the Expert in accordance with clause 8.6.

4.10.13 Calculation of any Additional Affordable Housing Contribution

- a) Any Additional Affordable Housing Contribution may not exceed the Review Cap (and in the event that a surplus generated by Formula 1B and/or Formula 3 and/or Formula 3A is greater than the Review Cap then the Additional Affordable Housing Contribution shall be deemed to be reduced to a sum that is equal to the Review Cap) and in the event it is determined that more than one Additional Affordable Housing Contribution is payable, then such contribution shall not exceed the Review Cap in aggregate with any other Additional Affordable Housing Contribution that is payable.

4.10.14 Time to determine

- a) Either party may refer the matter to the Expert pursuant to clause 8.6 In the event that the Council has not been able to assess the information submitted for the Early Stage Review and/or Development Break Review and/or Late Stage Review (as applicable) or notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Contribution is to be paid (in accordance with clause 4.10.3(d) or 4.10.7(d) or 4.10.11(d)) by the date that is 3 months from:
  - (i) The initial receipt of the information set out in paragraphs 4.10.2 or 4.10.6 or 4.10.10, in the event that the Council does not request any additional information under 4.10.3(c) or 4.10.7(c) or 4.10.11(c); or
  - (ii) the date of receipt of the final additional information requested by the Council.

4.10.15 Monitoring

- a) The Owner acknowledges and agrees that the Council may report to the GLA the amount of any Additional Affordable Housing Contribution or confirm that none is required.

4.11 **Broadband**

- 4.11.1 On or prior to the Occupation Date the Owner shall submit a Broadband Scheme to the Council for approval.
- 4.11.2 The Owner shall ensure that high-speed broadband connections are provided to each PBSA Unit prior to first Occupation of that PBSA Unit in accordance with the approved Broadband Scheme.

## **5 Council's Covenants**

### **5.1 Purpose of Contributions**

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

### **5.2 Discharge of Obligations**

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

### **5.3 Repayment of the Highway/Public Realm Contribution**

5.3.1 In the event the Council notifies the Owner that they require the Owner to undertake the Highway/Public Realm Works in accordance with the agreed Highway Agreement pursuant to clause 4.6.4 and the Owner has paid the Highway/Public Realm Contribution then the Council shall at the written request of the Owner repay to the Owner (or such person as nominated in writing by the Owner) the Highway/Public Realm Contribution together with all accrued interest.

### **5.4 Repayment of part of the Disabled Bay Contribution**

5.4.1 In the event following the feasibility study undertaken by the Council in accordance with the approved Travel Plan concludes that the provision of a disabled parking bay is not feasible (or five years after the payment of the Disabled Bay Contribution and no feasibility study has been undertaken), then the Council shall at the written request of the Owner repay within 28 Working Days to the Owner (or such person as nominated in writing by the Owner) £52,000 (fifty two thousand pounds) (as indexed to the date the Disabled Bay Contribution was paid to the Council) of the Disabled Bay Contribution together with all accrued interest.

## **6 Notice to the Council/Other Matters**



- 6.1 The Owner shall give written notice to the Council on or prior to Commencement and the Implementation Date specifying that Commencement or Implementation of the Development (as applicable) has taken place or when it will take place.
- 6.2 If the Owner fails to give written notice of the Implementation Date to the Council in accordance with the above the Due Date for the Contributions shall be the date the Planning Permission is issued or such date as otherwise agreed in writing.
- 6.3 Within 7 (seven) days (or earlier) following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application reference the date upon which the PBSA Units forming the Development are ready for Occupation.
- 6.4 The Parties shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.5 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by the Agreement and further shall indemnify the Council for any reasonable and properly allocable 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 PROVIDED THAT in the event it is found in a court of law, mediation or other form of dispute resolution that a breach has not occurred then the Owner will be under no obligation to pay such costs charges and expenses.
- 6.6 Unless otherwise specified where any agreement consent approval confirmation or expression of satisfaction is to be obtained from any Party under the terms of this Agreement the Parties hereby agree that the same shall be in writing and not be unreasonably withheld or delayed.
- 6.7 Where any timeframes for compliance are specified within this Agreement (including for the avoidance of doubt the schedules to this Agreement), the Council may in its absolute discretion agree to a varied timeframe for compliance.

## **7 Payments VAT and Index linking**

- 7.1 Payment of financial contributions pursuant to the terms of this Agreement shall be made by the Owner to the Council sending the full amount by direct bank transfer to the Council's bank account in accordance with the Payment Form (amended to record such payment as applicable) and the Owner shall send the completed Payment Form the Planning Obligations Monitoring Officer.
- 7.2 All sums payable and consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof but in the event that value added tax is due or becomes due on any sum payment or consideration in this Agreement, such sum shall be paid by the Owner in full upon presentation of an appropriate value added tax invoice addressed and sent to the Owner and in addition to the sum payment or consideration due under this Agreement.
- 7.3 Any Contributions referred to in this Agreement (other than the Affordable Housing Contribution to which clause 7.4 applies) as payable under this Agreement shall be increased by a percentage equivalent to the percentage increase (if any) in the Index from the date of this Agreement to the date that the relevant Contribution is paid.
- 7.4 Where Substantial Implementation has not occurred by the Substantial Implementation Target Date the Affordable Housing Contribution as payable under this Agreement shall be increased by a percentage equivalent to the percentage increase (if any) in the Index from the Substantial Implementation Target Date to the date that the Affordable Housing Contribution is paid PROVIDED THAT where Substantial Implementation has occurred by the Substantial Implementation Target Date the Affordable Housing Contribution shall not be increased.
- 7.5 All 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 Bank of England from time to time being charged from the Due Date until payment is made.

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

## **8 Notices**



8.1 The provision of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Haringey, Planning Obligations Monitoring Officer, quoting the planning reference number on the front page and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Development Management Unit.

8.2 Payment of Council's Costs

(a) The Owner agrees to pay the Council its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of the Agreement; and

(b) The Owner agrees to pay the Council its monitoring costs of £19,742 (nineteen thousand seven hundred and forty two pounds) on or prior to Commencement.

8.3 Registration

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

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

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

8.4 Waiver

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

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

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

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

#### 8.5 Third Party Rights

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

#### 8.6 Dispute Resolution

Save as otherwise herein expressly provided any dispute or differences arising between the parties as to their respective rights duties or obligations (including questions of value or reasonableness) and to any other matter or things in any way arising out of or in connection with the subject matter of this Agreement may be referred for the determination of an independent expert (not less than 10 years post qualification experience) ("Expert") to be agreed upon by the parties or failing agreement by a person nominated by the President for the time being of the Law Society / Chartered Institute of Housing/ Royal Institution of Chartered Surveyors and the decision of the said Expert shall be final and binding on the parties and the said Expert's fees and expenses shall be payable as the expert directs provided that nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions.



#### 8.7 Change in Ownership

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

#### 8.8 Non-Compliance

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

### 9 Confirmation Of Interest

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

### 10 Jurisdiction

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

## FIRST SCHEDULE

### ENERGY AND CARBON

#### 1. Interpretation

In this Schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings

**"Additional Carbon Offsetting Contribution"** means the sum to be calculated at TWO THOUSAND AND EIGHT HUNDRED AND FIFTY POUNDS (£2,850) per tonne following a Sustainability Review between the Council and the Owner in accordance with paragraph 3 of this Schedule in relation to offset any proposed shortfall in meeting the 100% reduction in carbon emissions from a Building Regulations 2010 Part L (2013 edition) compliant building (SAP 10.0 emissions factors only), in line with London Plan policies (and assuming that the building shall connect to the DEN), less the Carbon Offsetting Contribution. The Additional Carbon Offsetting Contribution is to be paid by the Owner towards the Council's implementation of projects to reduce carbon emissions in its area to offset the proposed shortfall in meeting London Plan policy;

**"Agreed Connection Works"** means the works to enable the physical connection of the DEN to the development as agreed through the DEN Connection Notice and DEN Feasibility Study process;

**"Agreed Energy Performance Guidance"** means the London Plan (2021) (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (April 2020);

**"Approved DEN Design"** shall have the meaning given in paragraph 2.5.2(b) of this Schedule;

**"Approved DEN Feasibility Study"** shall have the meaning given in paragraph 2.3 of this Schedule;

**"Approved Energy Plan"** shall have the meaning given in paragraph 3.1 of this Schedule;

**"Approved Sustainability Review"** shall have the meaning given in paragraph 3.5 of this Schedule;

**"Avoided Alternative Heating System Costs"** means the estimated costs that would have been incurred by the Owner to implement an alternative heating system in accordance with the Low Carbon Heating Plan that can be avoided by implementing the DEN Heating Plan PROVIDED THAT in event any such costs have been actually incurred or will be incurred, such costs shall be deducted from the Avoided Alternative Heating System Costs.



**"Automatic Meter Reading Devices"** means the technology of automatically collecting consumption, diagnostic, and status data from energy metering devices;

**"Be Seen Guidance"** means the GLA 'Be Seen' energy monitoring guidance published in September 2021 as revised from time to time;

**"Carbon Offsetting Calculation"** means the sum as calculated by paragraph 3 of this Schedule which is the amount that the Owner would pay as a contribution towards the Council's implementation of projects to reduce carbon emissions in its area to offset any proposed shortfall of the Development in meeting the 100% reduction in carbon emissions from a Building Regulations 2010 Part L (2013 Edition) compliant building (SAP 10.0 emissions factors only), in line with London Plan policies identified in the Approved Energy Plan calculated using a carbon dioxide offset price of £2,850 in accordance with the Agreed Energy Performance Guidance assuming that the Development was not connecting to the DEN;

**"Carbon Offsetting Contribution"** means the sum currently calculated to be £434,974 (four hundred and thirty four thousand nine hundred and seventy four pounds) as updated by paragraph 3.2 of this Schedule which is to offset any proposed carbon shortfall of the Development in meeting the 100% reduction in carbon emissions from a Building Regulations 2010 Part L (2013 edition) compliant building (SAP 10.0 emissions factors only), in line with the London Plan policies calculated using a carbon dioxide offset price of TWO THOUSAND AND EIGHT HUNDRED AND FIFTY POUNDS (£2,850) (subject to increase by a percentage equivalent to the percentage increase (if any) in the Index from the date that the Energy Plan is approved by the Council until the date that the Carbon Offsetting Contribution or part thereof is paid) in accordance with the Agreed Energy Performance Guidance assuming that the Development shall connect to the DEN. The contribution is to be paid towards the Council's implementation of projects to reduce carbon emissions in its area;

**"Deferred Carbon Offsetting Contribution"** means the difference between the Carbon Offsetting Contribution calculated assuming delivery of the DEN Heating Plan and the Carbon Offsetting Calculation assuming delivery of the Low Carbon Heating Plan in accordance with the terms of this Agreement as calculated and approved in the Approved Energy Plan (subject to increase by a percentage equivalent to the percentage increase (if any) in the Index from the date that the Energy Plan is approved by the Council until the date that the Deferred Carbon Offsetting Contribution or part thereof is paid), such amount to be used towards the Council's implementation of projects to reduce carbon emissions in its area and in order to compensate for unachieved carbon reduction targets arising from the Development;

**"DEN"** means a district energy network that will serve the Development and/or the surrounding area;



**"DEN Connection Costs"** means any reasonable charge which the Owner is required to pay to the DEN Provider to connect the Development to the DEN pursuant to the DEN Connection Notice but which for the avoidance of doubt shall not exceed the amount of the Deferred Carbon Offsetting Contribution (subject to increase by a percentage equivalent to the percentage increase (if any) in the Index from date of calculation in the Approved Energy Plan to date of payment of the DEN Connection Costs) PROVIDED THAT where there are any Avoided Alternative Heating System Costs, fifty percent (50%) of such costs shall be added to maximum sum collectable for the DEN Connection Costs;

**"DEN Connection Notice"** means a notice provided by the DEN Provider to the Owner specifying that it proposes to implement the DEN and which shall include the following details:

- (a) the anticipated programme for implementation of the DEN and connection to the DEN (to be no more than 10 years from the date of this Agreement);
- (b) a provisional business plan demonstrating a credible and viable proposal for the implementation of the DEN and for the future operation of an associated energy supply company, in accordance with the programme set out at (a) above, including a funding strategy (provided that the DEN Provider shall not be required to share such information unless the Owner agrees to maintain the confidentiality of such information);
- (c) proposed commercial terms for the supply agreement governing the supply of heat by the DEN to include (without limitation) tariff arrangements and other costs, DEN operational practices, standards of service/availability for the heat supply, any conditions attached to or obligations upon the Owner in relation to the supply of heat;
- (d) a proposed DEN connection agreement which shall include technical details of the physical connection to the DEN (including capacity of supply);
- (e) an initial DEN Design and programme;
- (f) a proposed delivery plan covering payment arrangements of any DEN Connection Costs, a process for finalising the DEN Design and obtaining any necessary consents, undertaking connection works;
- (g) proposed arrangements and mechanisms to allow the DEN Provider access to the DEN within the Property (such arrangements to be on reasonable terms and for a peppercorn consideration);



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| (h)                                                                                                                                                                                                                                                                                                  | confirmation that the DEN Provider has all necessary consents and authorisations to issue the DEN Connection Notice, and has produced a programme for finalising the business case and obtaining all necessary approvals for the implementation of the DEN and establishment of the associated energy supply company; and                                                                                                                                                          |
| (i)                                                                                                                                                                                                                                                                                                  | confirmation as to whether the DEN Provider intends to procure the Owner to carry out any of the connection on behalf of the DEN Provider PROVIDED THAT such procurement shall be on reasonable terms, shall include the full cost of carrying out the works including project management and the DEN Provider shall deduct the Owner for the cost of carrying out such works from the DEN Connection Costs;                                                                       |
| <b>"DEN Design"</b> means the design for the Agreed Connection Works and the design for any works required within the Property to connect the DEN directly to the Development, each to be in accordance with the DEN Specification;                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>"DEN Feasibility Study"</b> means a study commissioned by the Owner to assess the feasibility and financial viability of connecting the Development to the DEN and if applicable how the development will be connected to the DEN which shall include details and an assessment of the following: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| (a)                                                                                                                                                                                                                                                                                                  | Confirmation of the heat loads (so that the DEN Provider can assess if the DEN is capable of providing sufficient heat to the Development);                                                                                                                                                                                                                                                                                                                                        |
| (b)                                                                                                                                                                                                                                                                                                  | The costs and technical feasibility associated with installing such plant, equipment and/or infrastructure to facilitate the physical connection to the DEN in line with the Council's proposal and the DEN Connection Costs;                                                                                                                                                                                                                                                      |
| (c)                                                                                                                                                                                                                                                                                                  | Whether the DEN Provider's proposed terms for the connection and supply agreement are fair and reasonable by reference to the technical performance criteria, costs and supply availability of the on-site heating solution and those that can be obtained on the market, having regard to the intention that the Owner shall not have to pay the Deferred Carbon Offsetting Contribution and the Avoided Alternative Heating System Costs if the Development connects to the DEN; |
| (d)                                                                                                                                                                                                                                                                                                  | Any requirement for consultation with the Occupiers of the Residential Units under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with Occupiers; and                                                                                                                                                                                                                |

- (e) Whether connection to the DEN will further reduce the carbon emissions of the Development (and for the avoidance of doubt it will not be considered feasible to connect to the DEN, if such connection would result in an uplift in the carbon emissions of the Development).

**"DEN Heating Plan"** means a detailed plan required to be submitted as part of the Energy Plan showing how the Development shall connect to the DEN, including:

- (a) details of the Energy Centre serving the Development;
- (b) any temporary arrangements for heat supply in advance of a connection to the DEN;
- (c) the proposed connection points for the DEN to the Energy Centre;
- (d) confirmation that there is appropriate space within the Development to fit all expected plant requirements for the Development having regard to the DEN Specification to enable the connection between the DEN and the site wide heating network, ensuring heat supply to all units is not interrupted; and
- (e) confirmation that there is a clear and a safeguarded route designed through the site to enable connection and installation of pipework from the Development to boundary with the public highway/edge of the site. This will include appropriate drawing demonstrating the route, and ensuring that any sub-ground obstacles have been identified and removed;
- (f) the expected performance of the Development's energy proposals and how these will be met including how the Development will comply with London Plan energy reduction targets including the amount and calculation of the Carbon Offsetting Calculation associated with this option;

**"DEN Provider"** means the Council or an owner or provider of the DEN nominated by the Council provided that the Council has procured that any third party shall use reasonable endeavours to engage with the Owner;

**"DEN Specification"** means the specification that sets out the DEN standards for Energy Centre(s), primary district heating network, substations, secondary district heating networks and all metering, to be agreed between the Owner and the Council/DEN Provider;

**"Energy Centre"** means a Plant Room containing heat generation plant, thermal storage, or substations which may be designed to serve the building or customers outside the Development;



**"Energy Plan"** means the energy plan to be submitted to the Council by the Owner in accordance with condition 14 of the Planning Permission (as the case may be) which will calculate the Carbon Offsetting Contribution assuming that the Development shall connect to the DEN and calculate an amount for the Deferred Carbon Offsetting Contribution assuming that the Development does not connect to the DEN and once approved shall be referred to as the **"Approved Energy Plan"**;

**"Energy Strategy"** means the energy strategy named "Energy Statement v2" (including Appendices) prepared by Aecom dated December 2021 approved by the Council as part of the Application as updated by the "Energy Statement Addendum" dated March 2023;

**"Excluded DEN Costs"** means the following costs that may be incurred by the Owner:

- (a) financial payments that the Owner is required to make under the terms of this Agreement (excluding the DEN Connection Costs);
- (b) the impact on the value of the Property granting easements (in the event that such easements are agreed between the Parties acting reasonably as being necessary) in accordance with the Approved Energy Plan;
- (c) the costs (including professional costs) of negotiating the DEN Connection Notice, the DEN Design, easements and any other agreements required for connection to the DEN; and
- (d) any costs associated with paragraph 2.1.2 of this Schedule;

**"Low Carbon Heating Plan"** means a detailed plan required to be submitted as part of the Energy Plan which sets out alternative permanent arrangements for supplying heat to the site wide heat network in the event the Development does not ultimately connect to the DEN including:

- (a) details of the Energy Centre serving the Development and demonstrating how the Owner will use all reasonable endeavours to delay expenditure on plant and machinery to the extent possible in relation to such plant and machinery which would be redundant if the Energy Centre were to connect to the DEN
- (b) details of any modifications required to the design of the Development to ensure there is sufficient space to accommodate the Energy Centre required for this low carbon heating plan;
- (c) any temporary arrangements to heat the Development in advance of the proposed permanent heating solution;

|     |                                                                                                                                                                                                                                                                                                     |
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| (d) | the expected performance of the Development's energy proposals and how these will be met including how the Development will comply with London Plan energy reduction targets including the amount and calculation of the Carbon Offsetting Contribution associated with this option;                |
|     | <b>"Plant Room"</b> means the area in the Development where the Development heating system's central plant is located or where the connection to the DEN will be made;                                                                                                                              |
|     | <b>"Reportable Unit"</b> means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential);                                                                                                                                                               |
|     | <b>"Reportable Unit (Energy Centre)"</b> means either a connection to the DEN, a self-contained energy centre serving multiple residential/non-residential properties (within the Property) or a self-contained energy system serving multiple residential properties (within a block or building); |
|     | <b>"Reportable Unit (Residential)"</b> means an individual block or building of five or more flats or a group of five or more houses;                                                                                                                                                               |
|     | <b>"Reportable Unit (Non-Residential)"</b> means a building with a single occupier/tenant (including block of flats communal areas) or a building with multiple tenants or occupiers;                                                                                                               |
|     | <b>"Solar PV Monitoring"</b> means the monitoring of the installed solar photovoltaic (PV) panels at the Development in daily meter readings;                                                                                                                                                       |
|     | <b>"Sustainability Review"</b> means an assessment to be provided by the Owner and to be approved in writing by the Council which shall be submitted, and which shall include an as built detailed energy assessment prepared in accordance with London Plan and Council policies which:            |
| (a) | explains and provides evidence to demonstrate whether or not the building has been constructed and completed in accordance with the Energy Strategy or Approved Energy Plan (as applicable), in particular whether the 100% CO2 emission reduction target have been met;                            |
| (b) | explains and provides evidence to demonstrate whether or not the building following Occupation complies with London Plan and Council policies;                                                                                                                                                      |
| (c) | re-calculates and explains the Carbon Offsetting Contribution applicable to the building in contrast to the Carbon Offsetting Contribution calculated in accordance with paragraph 3.2 assuming that the Development shall connect to the DEN;                                                      |



|                                                                                                                                                                                                                                                                          |                                                                                                                                                                                     |
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| (d)                                                                                                                                                                                                                                                                      | calculates and explains the amount of the Additional Carbon Offsetting Contribution (if any) to be paid by the Owner to the Council;                                                |
| (e)                                                                                                                                                                                                                                                                      | provides evidence to support (a) to (d) above including but not limited to photographic evidence, air tightness test certificates and as-built energy performance certificates; and |
| (f)                                                                                                                                                                                                                                                                      | such other information reasonably requested by the Council;                                                                                                                         |
| <b>"Total DEN Connection Costs"</b> means any costs incurred by the Owner directly related to connecting to the DEN including the DEN Connection Costs but not including the Excluded DEN Costs, such costs to be capped at the Deferred Carbon Offsetting Contribution; |                                                                                                                                                                                     |

## 2. DEN

### 2.1 The Parties agree and acknowledge that:

- 2.1.1 the Owner and the Council shall use all reasonable endeavours to agree the DEN Specification with the DEN Provider prior to Implementation of the Development and in the event of any disagreement by the any of the parties to agree the DEN Specification to pay regard to that party's reasonable reasons for such disagreement until the DEN Specification is agreed (as agreed, the **"Approved DEN Specification"**);
- 2.1.2 The Owner shall ensure that the Development is designed and constructed in accordance with the Approved DEN Specification or in accordance with an amended or replaced Approved DEN Specification as agreed between the parties (acting reasonably) from time to time;
- 2.1.3 The Owner shall co-operate and work with the DEN Provider in the Council's effort to develop the DEN, which co-operation shall include:
- (a) consulting with the DEN Provider on the terms of the DEN Provider's proposed DEN Connection Notice and providing a view on whether or not the terms are acceptable and whether they intend to connect to the DEN;
  - (b) unless otherwise agreed with the Council, meeting the DEN Provider every month from the date of this Agreement to discuss the terms of the proposed DEN Connection Notice;
  - (c) providing such information relating to the categories set out within the definition of DEN Feasibility Study as the DEN Provider may reasonably request PROVIDED THAT the DEN Provider may not make more than one such request per quarter;

AND PROVIDED FURTHER THAT the Owner obligations in this paragraph 2.1.3 shall cease on service of the DEN Connection Notice.

2.1.4 The Owner shall use reasonable endeavours to negotiate suitable supply and connection agreements and arrangements and mechanisms with the DEN Provider to allow the DEN Provider access to the Energy Centre and Plant Room within the Property in order to achieve the connection of the Development to the DEN in line with the parameters set out in this Schedule PROVIDED THAT the commercial terms put forward by the DEN Provider are satisfactory to the Owner acting reasonably and more particularly the criteria set out in paragraph 2.6.1 and 2.6.2 are met;

2.1.5 The Owner covenants with the Council that the Development will be designed and shall be constructed in accordance with the Approved DEN Specification and to enable the DEN Provider to carry out the installation or future retrofit of all such equipment as may be reasonably anticipated. This future proofing for connection shall include unless otherwise agreed by the Council, for any Energy Centre or Plant Room:

- (a) providing tees, isolation valves and controls capacity in the Plant Room to facilitate the connection of an interfacing heat exchanger at a later date;
- (b) space identified for heat exchangers and other required equipment to allow connection and to ensure that heat supply to all PBSA Units is not interrupted during this installation; and
- (c) that there is sufficient space around the equipment to ensure full access for maintenance, installation and replacement as required.
- (d) providing a section of primary network (and associated controls ductwork) from a point of entry to the building to an agreed point at the site boundary

2.2 Subject to paragraph 2.6.5 if at any time the DEN Provider procures the installation of the DEN and the DEN has sufficient capacity to serve the Development, the DEN Provider may serve upon the Owner a DEN Connection Notice.

2.3 In the event that the DEN Provider serves a DEN Connection Notice, the Owner shall submit to the Council a DEN Feasibility Study for the relevant Energy Centre for the Council's approval (as approved, the "Approved DEN Feasibility Study").



2.4 The Owner shall provide the DEN Feasibility Study within 3 (three) months from the date that the DEN Connection Notice has been issued by the DEN Provider (or such time as may be agreed between the Parties), and along with any further information or documentary evidence reasonably requested by the Council or the DEN Provider in relation to the DEN Feasibility Study for the Development accurately and in good faith (and shall bear its own costs in the production of the DEN Feasibility Study).

2.5 If:

2.5.1 the Owner has not submitted the DEN Feasibility Study in the timescale specified within paragraph 2.4 of this Schedule, or the Approved DEN Feasibility Study shows that it is feasible and financially viable to connect the Development to the DEN; and

2.5.2 the Council has submitted written evidence to the Owner that it has obtained all necessary consents, authorisations, and approvals to implement the DEN and establish the associated energy supply company (including necessary approvals for the business case to implement the DEN),

then the Owner shall:

- (a) pay the DEN Connection Costs in respect of the relevant Energy Phases and Energy Centres to the Council or the DEN Provider (if nominated by the Council);
- (b) use reasonable endeavours to agree to the DEN Design for the affected Energy Phases and Energy Centres with the Council and the DEN Provider (if nominated by the Council) (as approved, the "Approved DEN Design"); and
- (c) enter into the necessary agreement to confirm connection and use all endeavours to connect the Development to the DEN in accordance with the Approved DEN Feasibility Study and Approved DEN Design within a reasonable period.

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

2.6.1 The Owner shall not be required to do anything or agree to terms that would:

- (a) result in heat being provided to the Development (and/or the Occupiers thereof) on commercial terms that are considered excessive to the Owner acting reasonably;
- (b) materially delay or increase the cost or reduce the value of the Development (but without regard to the Excluded DEN Costs);

- (c) require the Owner to carry out any works or incur any expenditure beyond the Total DEN Connection Costs and for the avoidance of doubt this shall include (without limitation) any works or costs relating to any physical infrastructure work beyond the Development unless otherwise agreed between the Parties;
- (d) put the Owner in breach of any statutory requirement; or
- (e) put the Owner in breach of its obligations under Section 20 of the Landlord and Tenant Act 1985 (or any provision replacing them);

2.6.2 The Owner shall not be required to connect the Development to the DEN unless the DEN Connection Notice contains reasonable evidence that each of the requirements set out within paragraphs (a) to (i) of the definition of DEN Connection Notice are or will be satisfied in respect of the DEN;

2.6.3 The DEN Provider shall be responsible for carrying out the Agreed Connection Works and for procuring the connection of the relevant Energy Centre to the DEN and any internal pipework required to connect the DEN to the Plant Room or Energy Centre, such that a heat supply is available to the Development from the DEN;

2.6.4 In the event that the DEN Connection Notice is served and the provisions of Section 20 of the Landlord and Tenant Act 1985 (and any provisions replacing them ("s20")) apply and if having complied with its obligations under s20 such connection through consultation and/or dispensation is not secured or if a resident successfully challenges the connection arrangements through the First Tier Tribunal procedures then the Owner shall be under no obligation to connect the affected Energy Centre to the DEN;

2.6.5 A DEN Connection Notice may be served at any time up to 9 years following the date of this Agreement and for the avoidance of doubt if no such DEN Connection Notice is served within this period then the Owner shall be released from all obligations within paragraphs 2.1 – 2.6 of this Schedule.

2.7 If:

2.7.1 The Council notifies the Owner in writing at any point that it will not require the Development to connect to the DEN; or

2.7.2 on the ninth anniversary of this Agreement the DEN Provider has not served a DEN Connection Notice in respect of an Energy Centre; or



2.7.3 on the tenth anniversary of this Agreement the DEN Provider has served a DEN Connection Notice in respect of an Energy Centre but the Owner has not been required to connect that Energy Centre to the DEN in accordance with the terms of this Agreement;

then paragraph 2.8 below shall apply (but that paragraph shall not apply otherwise and paragraphs 2.1 to 2.7 shall cease to have effect).

2.8 The Owner shall pay the Deferred Carbon Offsetting Contribution (as approved by the Council as part of the Approved Energy Plan subject to increase by a percentage equivalent to the percentage increase (if any) in the Index from the date that the Energy Plan is approved by the Council until the date that the Deferred Carbon Offsetting Contribution is paid) within 90 Working Days of the tenth anniversary of the date of this Agreement PROVIDED THAT this paragraph 2.8 shall not apply in the event the Development connects to the DEN up to and including the tenth anniversary of this Agreement.

### 3. Energy

The Owner agrees and covenants as follows:

3.1 Prior to the commencement of the Development's superstructure the Owner shall submit to the Council the Energy Plan (in accordance with condition 14 of the Planning Permission) and it be approved in writing by the Council ("**the Approved Energy Plan**") 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.

3.2 On or prior to the Implementation Date, the Owner shall submit to the Council an updated calculation of the Carbon Offsetting Contribution (based on the same principles of calculation) and:

3.2.1 the Council will confirm in writing whether it approves the updated calculation for the Carbon Offsetting Contribution; or

3.2.2 in the event the Council disagrees with any of the updated calculations for the Carbon Offsetting Contribution, then the parties shall work together until the Council confirms in writing the updated amounts or it is determined pursuant to clause 8.6 of this Agreement

and from such notification from the Council or as determined pursuant to clause 8.6 of this Agreement, the amounts for the Carbon Offsetting Contribution shall be as approved or determined.

3.3 Not to Implement the Development unless the Owner has paid 50% of the Carbon Offsetting Contribution in respect of the Development.

- 3.4 Not to carry out or Occupy the Development except in accordance with the Energy Strategy or most recent Approved Energy Plan.
- 3.5 To provide any information or documentary evidence reasonably requested by the Council in relation to the Energy Strategy/Approved Energy Plan accurately, in good faith and as soon as practicable and in any event within 10 (ten) Working Days of such a request.
- 3.6 Within three months following the Completion Notice Date to submit to the Council a Sustainability Review, assessing the actual energy and carbon performance and comparing against expected energy and carbon performance set out in the Approved Energy Plan and in the event of any rejection by the Council of the findings of the Sustainability Review to pay regard to the Council's reasonable reasons for such rejection and to resubmit the Sustainability Review as amended having regard to the Council's reasonable reasons for refusal until approved by it ("**the Approved Sustainability Review**").
- 3.7 To bear all reasonable and proper costs of an independent consultant engaged by the Council to verify the Sustainability Review in relation to each Sustainability Review and to pay such costs to the Council within 21 Working Days PROVIDED THAT such costs shall not exceed £5,000.
- 3.8 If the Approved Sustainability Review shows that the energy measures and/or carbon reduction targets in the Approved Energy Plan have not been met the Owner shall pay the Additional Carbon Offsetting Contribution (agreed by the Council as part of the Approved Sustainability Review) to the Council in accordance with clause 7.1 of this Agreement as soon as practicable after the Council's approval of the Sustainability Review and in any event no later than 21 (twenty-one) Working Days after the Council's written approval of the Sustainability Review PROVIDED THAT at the time of the approval of the Sustainability Review whether or not a DEN Connection Notice has been served on the Owner in accordance with paragraph 2.2 of this Schedule, the assumption for the calculation of the Additional Carbon Offsetting Contribution will always be that the Development does connect to the DEN.
- 3.9 If the Sustainability Review demonstrates that the Owner has exceeded the expected carbon emissions reduction in the Energy Strategy/Approved Energy Plan such that if the improved performance has been identified in the Approved Energy Plan the Carbon Offsetting Contribution would have been reduced, the Council agrees the remainder of the Carbon Offsetting Contribution yet to be paid will be reduced by the difference between the total Carbon Offsetting Contribution calculated in accordance with paragraph 3.2 and the Approved Sustainability Review.
- 3.10 No later than 21 (twenty-one) Working Days following the date of the Council's approval of the Approved Sustainability Review, to pay to the Council:



- 3.10.1 the remainder of the Carbon Offsetting Contribution, subject to any adjustments in accordance with paragraph 3.9 of this Schedule; and
- 3.10.2 the Additional Carbon Offsetting Contribution in accordance with paragraph 3.8 of this schedule (if applicable).
- 3.11 If the Council and the Owner cannot agree the Sustainability Review or the amount of the updated Carbon Offsetting Contribution and/or Additional Carbon Offsetting Contribution pursuant to this paragraph 3 then clause 8.6 of this Agreement shall apply.
- 3.12 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 Solar PV Monitoring annually.
- 3.13 On or prior to Practical Completion to ensure that Automatic Meter Reading Devices are installed and in operation and not later than six months following first Occupation, to provide the Council with evidence to demonstrate that this clause has been complied with and not to Occupy or permit the Occupation until the Automatic Meter Reading Devices have been installed and are in operation.
- 3.14 On no later than six months following first Occupation the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit of the development, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform (<https://www.london.gov.uk/what-wedo/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
- 3.15 Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-londonplan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter

of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years.

- 3.16 In the event that the 'In-use stage' evidence submitted under paragraph 3.15 shows that the 'As-built stage' performance estimates derived from paragraph 3.14 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan comprising measures identified in paragraph 3.15 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.



## SECOND SCHEDULE

### CONSIDERATE CONSTRUCTORS SCHEME

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

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

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

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

#### Care about Appearance

**Constructors should ensure sites appear professional and well managed**

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

#### Respect the Community

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

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

#### Protect the Environment

**Constructors should protect and enhance the environment**

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

### Secure everyone's Safety

#### **Constructors should attain the highest levels of safety performance**

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

### Value their Workforce

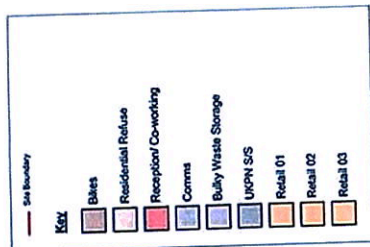
#### **Constructors should provide a supportive and caring working environment**

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



THIRD SCHEDULE  
HIGHWAY/PUBLIC REALM WORKS PLAN

Contractors are to check all dimensions prior to commencement on site and notify the architect of any errors, omissions, or discrepancies.



GIA = 832.4 sqm

52H. 8 8 8 8

Highway/Public  
Realm Works Plan

|                                 |          | Date | Classified |
|---------------------------------|----------|------|------------|
| Planning Issue                  | 13.07.21 |      |            |
| Key integral for daily          | 19.07.21 |      |            |
| Perceived issue suggested       | 03.11.21 |      |            |
| Withdrawn without a valid and 2 | 26.04.22 |      |            |
| Second Issue                    | 26.06.23 |      |            |
| Secondary group/pt              | 15.02.23 |      |            |
| Perceived Planning Issue        | 03.03.23 |      |            |
| Secondary                       |          |      |            |

## PLANNING

Case 3

\_\_\_\_\_ **Index**

29-33 The Male, Tollenham  
Purchase Full Student Accommodation

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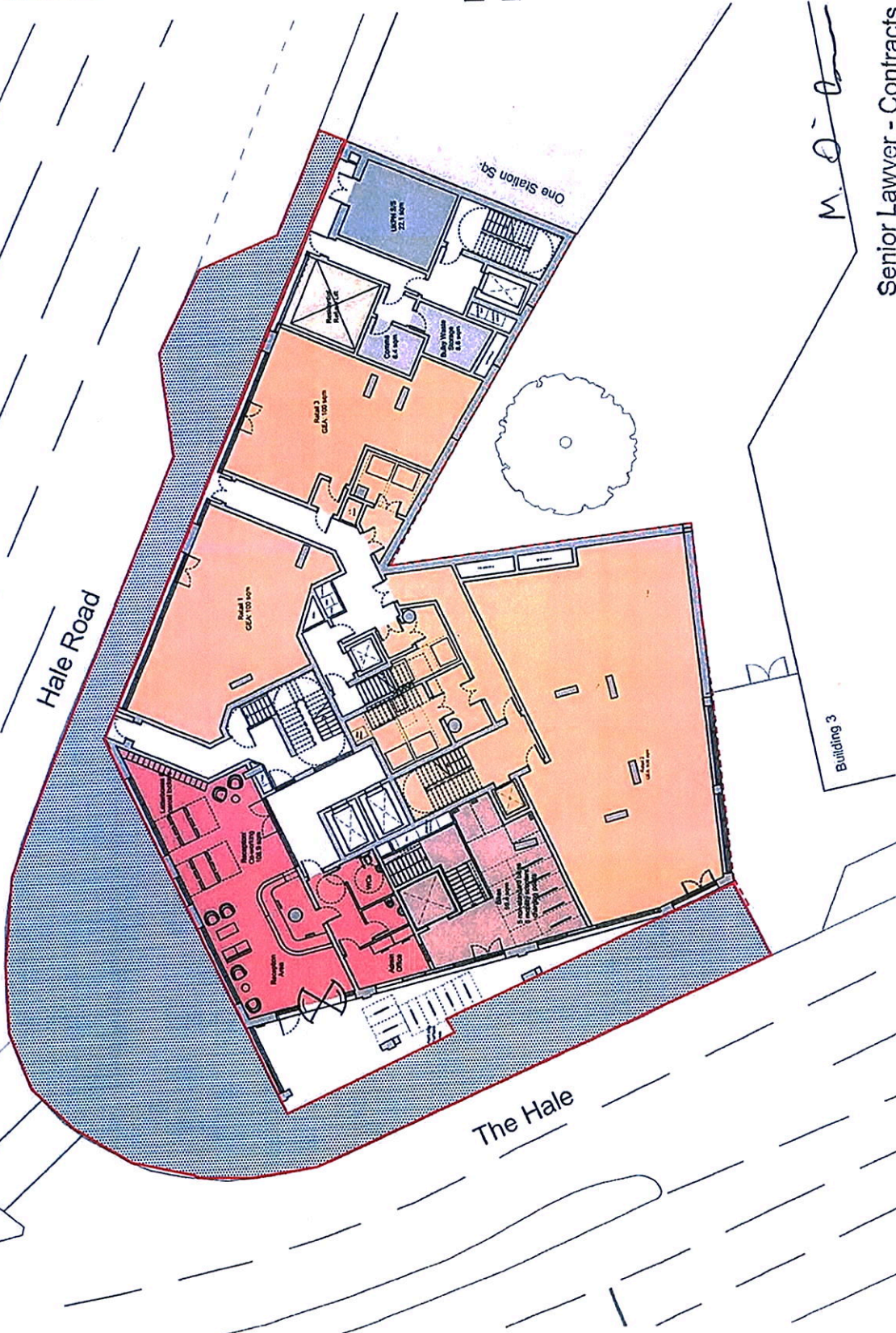
Ground Floor Plan

13

| Scale   | Exposure | Date     | Operator |
|---------|----------|----------|----------|
| 1 : 100 | AM       | 12-28-21 | GO       |

tatehinolle

**Telefonde Limited**  
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www.telefonde.co.uk



## Senior Lawyer - Contracts

Hatched area indicates area of Highway/Public Realm works





FOURTH SCHEDULE

DRAFT PLANNING PERMISSION



# Draft Decision Notice

## Application Details

|                      |                                                                                                                                                                                                                                                                                                                                                  |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Case Ref:            | HGY/2021/2304                                                                                                                                                                                                                                                                                                                                    |
| Case Type            | Full planning permission Standard Application                                                                                                                                                                                                                                                                                                    |
| Proposal             | Redevelopment of site including demolition of existing buildings to provide a part 7, part 24 storey building of purpose-built student accommodation [PBSA] (Sui Generis); with part commercial uses [retail] (Use Class E(a)) at ground and first floor; and associated access, landscaping works, cycle parking, and wind mitigation measures. |
| Address              | 29-33, The Hale, London, N17 9JZ                                                                                                                                                                                                                                                                                                                 |
| Ward                 | Tottenham Hale                                                                                                                                                                                                                                                                                                                                   |
| Valid Date           | 06/08/2021                                                                                                                                                                                                                                                                                                                                       |
| Latest Decision Date | 2023-07-31                                                                                                                                                                                                                                                                                                                                       |
| Recommendation Date  |                                                                                                                                                                                                                                                                                                                                                  |
| Report Author        | Philip Elliott                                                                                                                                                                                                                                                                                                                                   |
| Last Modified        | 16/08/2023 – 10:45 By Philip Elliott                                                                                                                                                                                                                                                                                                             |

List of drawings

## Officer's Draft Report

See Committee Report in files

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### Conditions: (45)

#### 1 Time Limit

(a) The development shall be begun within **three** years of the date of the permission.

REASON: This condition is imposed by virtue of Section 91 of the



Town & Country Planning Act 1990 and to prevent the accumulation of unimplemented planning permissions.

## **2 Approved Plans and Documents**

(a) The Development hereby approved shall be carried out in accordance with the following approved plans and documents except where conditions attached to this planning permission indicate otherwise or where alternative details have been subsequently approved following an application for a non-material amendment:

### Landscape drawings:

505-LP-GF-GA-010 (original pack)  
505-LP-GF-GA-011 (original pack)  
505-LP-GF-GA-012 P2 (revised November 2021 scheme)  
505-LP-GF-GA-013 P2 (revised November 2021 scheme)  
505-LP-GF-GA-014 P2 (revised November 2021 scheme)  
505-LP-GF-GA-015 P2 (revised November 2021 scheme)  
505-LP-GF-GA-016 P2 (revised November 2021 scheme)  
505-LP-GF-GA-020 P2 (revised November 2021 scheme)  
505-LP-SK-001-UGF P2 (revised November 2021 scheme)

### Proposed drawings:

15411-A-PL-X-(02)-101 Rev 2- Proposed Site Plan (revised November 2021 scheme)  
15411-A-PL-X-(03)-100 Rev 5- Basement Floor Plan (amendment pack dated 17th March 2023)  
15411-A-PL-X-(03)-101 Rev 7- Ground Floor Plan (amendment pack dated 17th March 2023)  
15411-A-PL-X-(03)-102 Rev 4- First Floor Plan (amendment pack dated 17th March 2023)  
15411-A-PL-X-(03)-103 Rev 4- Second to Sixth Floor Plan (amendment pack dated 17th March 2023)  
15411-A-PL-X-(03)-104 Rev 5- Seventh Floor Plan (amendment pack dated 17th March 2023)  
15411-A-PL-X-(03)-105 Rev 5- Eighth to Twenty-third Floor Plan (amendment pack dated 17th March 2023)  
15411-A-PL-X-(03)-106 Rev 5- Twentyfourth Floor Plan (amendment pack dated 17th March 2023)  
15411-A-PL-X-(03)-107 Rev 5- Roof Plan (amendment pack dated 17th March 2023) (AOD corrected 21/04/2023)  
15411-A-PL-X-(04)-100\_3- Sections 1 & 2 (revised November 2021 scheme)  
15411-A-PL-X-(04)-101\_3- Sections 3 & 4 (revised November 2021 scheme)  
15411-A-PL-X-(05)-100 Rev 4- North-East & North-West Elevations (amendment pack dated 17th March 2023) (AOD corrected 21/04/2023)  
15411-A-PL-X-(05)-101 Rev 6- South-West & South-East Elevations (amendment pack dated 17th March 2023) (AOD corrected 21/04/2023)  
15411-A-PL-X-(05)-102\_3- Courtyard elevations (revised November 2021 scheme)



15411-A-PL-X-(05)-103 Rev 5- Courtyard Elevations (amendment pack dated 17th March 2023) (AOD corrected 21/04/2023)  
15411-A-PL-X-(06)-100\_3- Bay Study 01 (revised November 2021 scheme)  
15411-A-PL-X-(07)-100 Rev 3- Room Layouts (amendment pack dated 17th March 2023)

Other documents:

Design and Access Statement 9th July 2021  
Design and Access Statement Addendum and Appendices 5th November 2021  
Design and Access Statement Addendum dated 10th March 2023 (Rev 04) (AOD corrected 21/04/2023)

REASON: In order to ensure that the development is carried out in accordance with the approved details.

**3 Basement impact mitigation measures (PRE-COMMENCEMENT in part)**

(a) Notwithstanding the information submitted with the application no development other than demolition shall take place until a final Method Statement for the construction of the basement has been submitted to and approved in writing by the local planning authority.

The Method Statement shall demonstrate that the proposed construction methodology aims to limit damage to the neighbouring buildings/structures within the zone of influence to Burland Scale Category 1 and where this is not possible it should never be more than Category 2. The Method Statement shall include pre-commencement condition surveys of nearby buildings (being any buildings within the zone that may be impacted by construction works) and the proposed systems of excavation support including any underpinning. The development thereafter shall be carried out in accordance with this approved methodology and detail.

(b) The condition of nearby buildings shall be monitored throughout the construction process and works shall cease immediately if damage in excess of the predicted impact as noted above is recorded. A post-completion condition survey of nearby buildings shall be submitted to and approved in writing by the local planning authority within 6 months of completion.

The method statement shall be carried out by a suitably qualified structural engineer.

REASON: To ensure that the proposed development would have no undue impact on the structural integrity of adjoining and neighbouring buildings, in accordance with Policy DM18 of the Haringey Development Management DPD 2017.

**4 Accessible Accommodation**



(a) The building hereby approved shall provide level access to all areas of the building.

(b) 15 per cent of new bedrooms shall be accessible rooms in accordance with the requirements of 19.2.1.2 of British Standard BS8300-2:2018 Design of an accessible and inclusive built environment. Buildings - Code of practice.

(c) Wheelchair accessible M4(3) and adaptable M4(2) rooms shall be located on every floor near to the main core.

REASON: In order to ensure an adequate supply of accessible student accommodation in the Borough and to ensure an inclusive development.

**5 Commercial Units - Retail Opening Hours**

(a) The retail uses (Use Class E(a)) shall only be open to the public between the hours of 08.00 to 20.00 (Monday to Saturday) and 08.00 to 18.00 (Sundays and Public Holidays).

REASON: To safeguard residential amenity.

**6 BREEAM (PRE-COMMENCEMENT)**

(a) Prior to commencement, a BREEAM tracker shall be provided to the Local Planning Authority confirming the BREEAM status and progress towards the target rating(s) of a BREEAM "Very Good" outcome (or equivalent) for the retail use and "Excellent" for the student accommodation.

The Building shall then be constructed in strict accordance with the details so approved, and shall achieve the agreed rating.

(b) A post construction BREEAM assessment for the retail use and separately the student accommodation shall be submitted within 6 months of occupation of that use and shall demonstrate that a target rating of 'Very Good' has been achieved for the retail use and "Excellent" for the student accommodation, unless otherwise agreed in writing with the local planning authority. Evidence shall be submitted demonstrating that the Certification has been applied for with the BRE and that this part of the condition shall be approved once the certificate has been provided.

In the event that the development fails to achieve the agreed rating for the development, a full schedule and costings of remedial works required to achieve this rating shall be submitted for the Local Planning Authority's written approval within 2 months of the submission of the post construction certificate. Thereafter the schedule of remedial works must be implemented on site within 3 months of the Local Authority's approval of the schedule.

REASON: In the interest of addressing climate change and securing



sustainable development in accordance with London Plan (2021) Policies SI2, SI3 and SI4, and Local Plan Policy SP4 and DM21.

**7 Commercial Units – Noise Attenuation**

- (a) No occupation of the commercial units shall commence until such times as full details of the floor slab and any other noise attenuation measures between the ground/first floor or commercial unit and student accommodation on adjacent floors has been submitted to and approved in writing by the Local Planning Authority.
- (b) The details shall be designed to ensure that at any junction between the accommodation and the commercial units shall achieve a noise insulation level for of no less than 55 dB DnT,w + Ctr.
- (c) The approved floor slab and any other noise attenuation measures shall be completed prior to the occupation of the commercial units and shall be maintained thereafter.

REASON: In order to ensure a satisfactory internal noise environment for occupiers of the accommodation.

**8 Noise Attenuation – Student Accommodation**

- (a) The student accommodation hereby approved shall not be occupied until such times as full details of the glazing specification and mechanical ventilation for habitable rooms in all façades of the accommodation to which they relate have been submitted to and approved in writing by the Local Planning Authority.
- (b) The above details shall be designed in accordance with BS8233:2014 'Guidance on sound insulation and noise reduction for buildings' and meet the following noise levels;

Daytime Noise 7am – 11pm

Rooms of accommodation - 35dB(A) (LAeq,16hour) Average Noise level

Communal areas - 40dB(A) (LAeq,16hour) Average Noise level

Night Time Noise 11pm -7am

Rooms of accommodation - 30dB(A) (LAeq,8hour) Average Noise level

With individual noise events not to exceed 45 dB L<sub>Amax</sub> (measured with F time weighting) more than 10-15 times in bedrooms between 23:00hrs – 07:00hrs.

- (c) The approved glazing specification and mechanical ventilation measures for the habitable rooms in all facades of the accommodation shall be installed and made operational prior to the occupation of any of the accommodation to which they relate in the building as specified in part (a) of this condition and shall be maintained thereafter.

REASON: In order to ensure a satisfactory internal noise environment for occupiers of these dwellings.



## **9 Fire Statement**

The development must be implemented and maintained in accordance with the provisions of the Planning Application Fire Safety Statement prepared by Aecom dated 16th March 2023 and the HSE (Gateway 1) Fire Statement Form prepared by Aecom dated 17th March 2023, or any variation as may be approved in writing by the Council in consultation with the HSE.

The building shall incorporate safe and dignified emergency evacuation for all building users. As a minimum, at least one lift per core (or more subject to capacity assessments) should be a suitably sized fire evacuation lift suitable to be used to evacuate people who require level access from the building.

REASON: To ensure that the development incorporates the necessary fire safety measures in accordance with the Mayor's London Plan Policy D12 and London Plan Policy D5.

## **10 Landscape Details**

(a) The following external landscaping details of amenity areas shall be submitted to and approved by the Local Planning Authority before first occupation of the development:

- i) Hard surfacing materials;
- ii) Any relevant SUDS features (as identified in the Flood Risk Assessment and Drainage Strategy by Aecom (60644390, Revision 04), dated July 2021) including the internal drainage system and attenuation tank details which shall include details of the controlled release system.
- iii) A SUDS management and maintenance plan for the proposed SUDS features, detailing future management and maintenance responsibilities for the lifetime of the development
- iv) Minor artefacts/structures (e.g. furniture, refuse or other storage units, signs etc.);
- v) Proposed and existing functional services above and below ground (e.g. drainage power, communications cables, pipelines etc. indicating lines, manholes, supports etc.);
- vi) Planting plans and a full schedule of species of new trees and shrubs proposed to be planted noting species, plant sizes and proposed numbers/densities where appropriate;
- vii) Written specifications (including cultivation and other operations) associated with plant and grass establishment; and
- viii) Implementation programme.

(b) The landscaping and SUDS features shall be carried out in accordance with the approved details, management and maintenance plan and implementation programme unless otherwise agreed in writing by the Local Planning Authority.



(c) Any trees or shrubs which die, are removed or become seriously damaged or diseased within five years from the completion of the landscaping works shall be replaced in the next planting season with the same species or an approved alternative as agreed in writing by the Local Planning Authority.

REASON: To ensure a satisfactory level of amenity, biodiversity enhancement and boundary treatments.

## **11 Biodiversity**

(a) Prior to occupation of the development, details of ecological enhancement measures shall be submitted to and approved in writing by the Council. This shall detail the biodiversity net gain, plans showing the proposed location of ecological enhancement measures (which could include, for example, bat boxes, bird boxes and bee bricks), a sensitive lighting scheme, justification for the location and type of enhancement measures by a qualified ecologist, and how the development will support and protect local wildlife and natural habitats.

(b) Within 3 months of the occupation of the development, photographic evidence and a post-development ecological field survey and assessment shall be submitted to and approved by the Local Planning Authority to demonstrate the delivery of the ecological enhancement and protection measures is in accordance with the approved measures and in accordance with CIEEM standards.

(c) Development shall accord with the details as approved and retained for the lifetime of the development.

REASON: To ensure that the development provides the maximum provision towards the creation of habitats for biodiversity and the mitigation and adaptation of climate change. In accordance with Policies G1, G5, G6, SI1 and SI2 of the London Plan (2021) and Policies SP4, SP5, SP11 and SP13 of the Haringey Local Plan (2017).

## **12 External Materials and Details**

(a) No development of the building shall commence above ground floor slab level until all proposed external materials and elevational details for the building have been submitted to and approved by the Local Planning Authority. These external materials and details shall include:

- i). External facing materials and glazing, including sample boards of all cladding materials and finishes;
- ii) Sectional drawings at 1:20 through all typical external elements/facades, including all openings in external walls including doors and window-type reveals, window heads and window cills;
- iii) Sectional and elevational drawings at 1:20 of junctions between different external materials, balconies, parapets to roofs, roof terraces and roofs of cores;
- iv) Plans of ground floor entrance cores and entrance-door thresholds at 1:20 and elevations of entrance doors at 1:20;



(b) Thereafter the development shall be carried out in accordance with the approved details and materials.

REASON: To ensure that the development hereby approved is satisfactory.

**13 Living roofs**

(a) Prior to the first occupation of the building, details of the living roofs (including the planting proposed for the roof terrace) shall be submitted to and approved in writing by the Local Planning Authority. Living roofs shall be planted with flowering species that provide amenity and biodiversity value at different times of year. Plants shall be grown and sourced from the UK and all soils and compost used must be peat-free. The submission shall include the following unless otherwise agreed in writing:

- i. A roof plan identifying where the living roofs will be located;
- ii. Sections demonstrating installed and expected settled substrate levels of no less than 120mm for extensive living roofs, and no less than 250mm for intensive living roofs;
- iii. Details of the proposed type of invertebrate habitat structures with a minimum of one feature per 30m<sup>2</sup> of living roof: substrate mounds and 0.5m high sandy piles in areas with the greatest structural support to provide a variation in habitat; semi-buried log piles / flat stones for invertebrates with a minimum footprint of 1m<sup>2</sup>, rope coils, pebble mounds of water trays;
- iv. Details on the range and seed spread of native species of (wild)flowers and herbs (minimum 10g/m<sup>2</sup>) and density of plug plants planted (minimum 20/m<sup>2</sup> with roof ball of plugs 25m<sup>3</sup>) to benefit native wildlife, suitable for the amount of direct sunshine/shading of the different living roof spaces. The living roof will not rely on one species of plant life such as Sedum (which are not native);
- v. Roof plans and sections showing the relationship between the living roof areas and photovoltaic array; and
- vi. Management and maintenance plan, including frequency of watering arrangements.

(b) Within a month of the first occupation of the student accommodation in the building, evidence must be submitted to and approved by the Local Planning Authority that the living roof(s) has been delivered in line with the details set out in point (a) unless otherwise agreed in writing. This evidence shall include photographs demonstrating the measured depth of soil/substrate planting and biodiversity measures. If the Local Planning Authority finds that the living roof(s) has not been delivered to the approved standards, the applicant shall rectify this to ensure it complies with the condition. The living roof(s) shall be retained thereafter for the lifetime of the development in accordance with the approved management arrangements.

REASON: To ensure that the development provides the maximum provision towards the creation of habitats for biodiversity, reduces the



impact on climate change and supports the water retention on site during rainfall. In accordance with Policies G1, G5, G6, SI1 and SI2 of the London Plan (2021) and Policies SP4, SP5, SP11 and SP13 of the Haringey Local Plan (2017).

#### 14 Energy Strategy

(a) Prior to the commencement of the development's superstructure, a revised Energy Statement shall be submitted and approved by the Local Planning Authority. This shall be based on the submitted Energy Statement v2 and Addendum (dated February 2023), including the Appendices (dated December 2021), prepared by Aecom, delivering a minimum site-wide carbon emission reduction of 63% using SAP 10.0 carbon factors by connecting to the Decentralised Energy Network (DEN) in the future or 52% using SAP 10.0 carbon factors if the air source heat pump back up solution is implemented, in line with Building Regulations Part L 2013. The revised strategy shall include the following unless otherwise agreed with the local authority:

1. Confirmation of how this development will meet the zero-carbon policy requirement in line with the Energy Hierarchy;
2. A minimum 14.3 kWp solar photovoltaic array;
3. A strategy to seek to improve and respond to the Be Lean requirement to improve the fabric efficiencies towards a 15% reduction with SAP 10.0 carbon factors, including calculations showing how thermal bridging will be reduced;
4. Confirmation of the specification, efficiency, and layout of the interim heating solution before connecting to the DEN if required;
5. Details of the estimated comparative running costs for the heating solutions.
6. A metering strategy.

(b) Within six months of the occupation of the development, evidence that the ASHPs (if installed) and solar PV panels have been correctly installed shall be submitted to and approved in writing by the Local Planning Authority, including photographs, and a six-month energy generation statement.

(c) Within six months of the occupation of the development, evidence shall be submitted to the Local Planning Authority that the development has been registered on the GLA's Be Seen energy monitoring platform.

Should the agreed target not be able to be achieved on site through energy measures as set out in the aforementioned strategy, then any shortfall should be offset at an agreed amount. Should an increased level of CO2 reduction be achieved, any carbon offset payment would be reduced by an agreed amount.

The final agreed energy strategy shall be installed and operational prior to the first occupation of the development. The development shall be carried out strictly in accordance with the details so approved, unless otherwise agreed in writing with the local authority, and shall be operated and maintained as such thereafter. The solar PV array shall



be also installed with monitoring equipment prior to completion and shall be maintained at least annually thereafter.

REASON: To ensure the development reduces its impact on climate change by reducing carbon emissions on site in compliance with the Energy Hierarchy, and in line with London Plan (2021) Policy SI2, SI3, and Local Plan Policy SP4 and DM22.

**15 Overheating (Student Accommodation)**

Prior to above ground works, a revised Overheating Report shall be submitted to and approved by the Local Planning Authority. The submission shall assess the overheating risk with windows closed and for future weather files and propose a retrofit plan where necessary. This assessment shall be based on the Overheating Report by Aecom (dated 17 December 2021).

The report shall include:

1. Annotated plans showing which habitable rooms will be affected by noise constraints;
2. Modelling of DSY1 2020s weather file demonstrating where the rooms that are constrained by noise will overheat when the windows are closed, and details of the appropriate overheating and/or noise mitigation measures in line with the Cooling Hierarchy and the Acoustics Ventilation and Overheating Residential Design Guide.
3. Justification why active cooling is proposed for the communal areas on levels 7 and 24 with modelling results and that the need for cooling has been reduced, and details of the cooling method and load;
4. Further modelling of the habitable rooms based on CIBSE TM59, using the CIBSE TM49 London Weather Centre files for the 2050s and 2080s periods, high emissions, 50% percentile;
5. Technical details of mitigation measures, including the fixing mechanism, specification, and shading coefficient of any internal and external shading features, and the energy demand of the active cooling for communal areas;
6. Confirmation that the retrofit measures can be integrated within the design (e.g., if there is space for pipework to allow the retrofitting of cooling and ventilation equipment), setting out mitigation measures in line with the Cooling Hierarchy;
7. Confirmation who will be responsible to mitigate the overheating risk once the development is occupied.

The development must be built in accordance with the overheating measures as approved, unless otherwise agreed in writing with the local authority, and retained thereafter for the lifetime of the development.

REASON: In the interest of reducing the impacts of climate change, to enable the Local Planning Authority to assess overheating risk and to ensure that any necessary mitigation measures are implemented prior to construction, and maintained, in accordance with Policy SI4 of the London Plan (2021), and Policies SP4 and DM21 of the Local Plan.



**16 Overheating (Commercial Areas)**

Prior to occupation of each non-residential area, an Overheating Report must be submitted to and approved by the Local Planning Authority if that space is to be occupied for an extended period of time or will accommodate any vulnerable users, such as office/workspace, community, healthcare, or educational uses.

The report shall be based on the current and future weather files for 2020s, 2050s and 2080s for the CIBSE TM49 central London dataset. It shall set out:

1. The proposed occupancy profiles and heat gains in line with CIBSE TM52
2. The modelled mitigation measures which will be delivered to ensure the development complies with DSY1 for the 2020s weather file.
3. A retrofit plan that demonstrates which mitigation measures would be required to pass future weather files, with confirmation that the retrofit measures can be integrated within the design.

The mitigation measures hereby approved shall be implemented prior to occupation of the commercial units to which they relate and retained thereafter for the lifetime of the development, unless otherwise agreed in writing with the Local Authority.

REASON: In the interest of reducing the impacts of climate change, to enable the Local Planning Authority to assess overheating risk and to ensure that any necessary mitigation measures are implemented prior to construction, and maintained, in accordance with Policy SI4 of the London Plan (2021), and Policies SP4 and DM21 of the Local Plan.

**17 Energy Monitoring**

Upon final completion, suitable devices for the monitoring of the energy use and renewable/low-carbon energy generation (by accommodation unit) shall have been installed in line with CIBSE TM39.

REASON: To ensure the development can comply with the Energy Hierarchy in line with London Plan 2021 Policy SI 2 and Local Plan Policy SP4 before construction works prohibit compliance.

**18 Circular Economy**

Within 3 months post first occupation the development, a Post Completion Report setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: [circulareconomystatements@london.gov.uk](mailto:circulareconomystatements@london.gov.uk), along with any supporting evidence as per the GLA's Circular Economy Statement Guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local



planning authority, within 3 months post first occupation.

REASON: In the interests of sustainable waste management and in order to maximise the re-use of materials.

#### **19 Whole Life Carbon**

Within 3 months post first occupation of the development, the post-construction tab of the GLA's whole life carbon assessment template should be completed accurately and in its entirety in line with the GLA's Whole Life Carbon Assessment Guidance. The post-construction assessment should provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, within 3 months post first occupation of the relevant building.

REASON: In the interests of sustainable development and to maximise on-site carbon dioxide savings.

#### **20 Low-carbon heating solution details**

Prior to the above ground commencement of construction work, details relating to the future connection to the DEN, or a fall-back alternative low-carbon heating solution must be submitted to and approved in writing by the local planning authority. This shall include for a DEN solution:

- i. 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.);
- ii. Peak heat load calculations in accordance with CIBSE CP1 Heat Networks: Code of Practice for the UK (2020) taking account of diversification.
- iii. 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;
- iv. 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;
- v. 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;

- vi. Details of the location for building entry including dimensions, isolation points, coordination with existing services and detail of flushing/seals;
- vii. 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 the temporary plant and identify the area/route available for a flue;
- viii. Details of a future pipework route from the temporary boiler location to the plant room.

And shall include the following for a ASHP solution:

- i. the Seasonal Coefficient of Performance (SCOP) based on a dynamic calculation of the system boundaries over the course of a year
- ii. how the heat pump will operate alongside any other heating/cooling technologies being specified for the development including thermal stores
- iii. whether any additional technology is required for top up, for instance during peak loads.
- iv. the approach to generating domestic hot water
- v. the heating and/or cooling energy the heat pump would provide to the development and the electricity the heat pump would require for this purpose.
- vi. the CO2 savings that are expected to be realised through the use of this technology
- vii. the expected heating costs to occupants, demonstrating that the costs have been minimised
- viii. a diagram of the proposed location of the heat pumps and the associated condenser units

REASON: To ensure the development reduces its impact on climate change by reducing carbon emissions on site in compliance with the Energy Hierarchy, and in line with London Plan (2021) Policy SI2 and SI3, and Local Plan (2017) Policies SP4 and DM22.

## **21 PV Arrays**

The installed PV Arrays shall be maintained in good working order in accordance with the manufacturer's instructions and cleaned at least annually unless self cleaning panels are installed.

REASON: To ensure that the installed PV arrays generate renewable energy at their full potential.

## **22 Secured by Design**

(a) Prior to the first occupation of the building, or within an alternative timescale as may be agreed in writing with the LPA, a 'Secured by Design' accreditation shall be obtained and thereafter all security



features included in the accreditation are to be permanently retained.  
(b) Accreditation must be achieved according to current and relevant Secured by Design guidelines at the time of above grade works of the development.

REASON: To ensure safe and secure development and reduce crime.

**23 Stage I Written Scheme of Investigation of Archaeology**

(a) No development, other than demolition and investigative works, shall commence until a Stage 1 Written Scheme of Investigation (WSI) has been submitted to and approved by the Local Planning Authority in writing for the building. For land that is included within the WSI, no development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

REASON: to protect the historic environment.

**24 Stage II Written Scheme of Investigation of Archaeology**

(a) If heritage assets of archaeological interest are identified by a Stage 1 Written Scheme of Investigation (WSI) of Archaeology, then for those parts of the site which have archaeological interest, a Stage 2 WSI shall be submitted to and approved by the Local Planning Authority in writing. For land that is included within the Stage 2 WSI, no development other than demolition shall take place other than in accordance with the agreed Stage 2 WSI which shall include:

i) The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works.

ii) The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the Stage 2 WSI.

REASON: to protect the historic environment.

**25 Foundation Design – Archaeology**

(a) In the event that the Stage I and/or Stage II Written Scheme of Investigation of Archaeology identifies any archaeological remains that require protection, no development, other than demolition, shall take place until details of the foundation design and construction method to protect any archaeological remains in that phase have been submitted and approved in writing by the Local Planning Authority.

(b) The development shall be carried out in accordance with the



approved details.

REASON: The planning authority wishes to secure physical preservation of the site's archaeological interest in accordance with the NPPF.

**26 Land Contamination – Part 1**

(a) No development other than demolition or investigative work shall commence until:

i) Taking account of information in the Phase1 Land Contamination Report with reference 60644390 prepared by AECOM Ltd dated June 2021, an intrusive site investigation shall be conducted for the site using information obtained from the desktop study and Conceptual Model. The investigation must be comprehensive enough to enable: a risk assessment to be undertaken, refinement of the Conceptual Model, and the development of a Method Statement detailing the remediation requirements.

ii) The risk assessment and refined Conceptual Model shall be submitted, along with the site investigation report, to the Local Planning Authority prior to that remediation being carried out on site.

iii) If the risk assessment and refined Conceptual Model indicate any risk of harm, a Method Statement detailing the remediation requirements, using the information obtained from the site investigation, and also detailing any post remedial monitoring shall be submitted to, and approved in writing by, the Local Planning Authority prior to that remediation being carried out on site.

REASON: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety.

**27 Land Contamination – Part 2**

(a) Where remediation of contamination on the site is required pursuant to the condition above, completion of the remediation detailed in the method statement for the building shall be carried out and a report that provides verification that the required works have been carried out, shall be submitted to, and approved in writing by the Local Planning Authority before the development is first occupied.

REASON: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety.

**28 Unexpected Contamination**

(a) If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to and approved in writing by the Local Planning Authority.



(b) The remediation strategy shall be implemented as approved.

REASON: To ensure that the development is not put at unacceptable risk from, or adversely affected by, unacceptable levels water pollution from previously unidentified contamination sources at the development site in line with paragraph 183 of the National Planning Policy Framework.

**29 Cycle & Mobility Scooter Parking Details**

(a) No development of the shall commence other than demolition until details of cycle and scooter parking (341 long-stay residential including 3 mobility scooter spaces, 3 commercial, 20 visitor spaces, unless otherwise agreed in writing) and charging points for mobility scooters in the building have been submitted to and approved in writing by the Local Planning Authority.

(b) prior to the occupation of the commercial units, provision for changing/locker space and facilities for the commercial units shall be submitted to and approved in writing by the Local Planning Authority

(c) The cycle parking details shall demonstrate compliance with the relevant standards in Policy T5 of the London Plan (2021) and the London Cycling Design Standards.

(d) The cycle parking provision and facilities shall be implemented in accordance with the approved details and retained thereafter for this use only unless otherwise agreed in writing.

REASON: To promote travel by sustainable modes of transport and to comply with Policy T5 of the London Plan (2021) minimum cycle parking standards and the London Cycling Design Standards.

**30 Delivery and Servicing Plan**

(a) No element of the development (student accommodation or commercial units) shall be occupied until a Delivery and Servicing plan (DSP) for that element, other than details of the location and dimensions of all proposed loading bays, has been submitted to and approved in writing by the Local Planning Authority. The DSP shall be in broad conformity with the Draft Delivery and Servicing Plan (within the Transport Assessment prepared by AECOM, dated July 2021) and Transport for London's Delivery and Servicing Plan Guidance (2020).

(b) The DSP, approved under (a) above shall be implemented and updated following the results of the first delivery and servicing survey to be undertaken within 12 months of first occupation of the proposed development.

(c) the DSP shall provide clarity regarding any unforeseen circumstances such as a greater degree of non-service vehicle use of bays by blue badge holders or other private vehicles. And shall include considerations for different profiles and levels of delivery and servicing



activity and what changes to management and/or provision may address any potential issues without comprising the free flow of the Highway and pedestrian facility around the site.

(d) The DSP shall identify how moving in and out would be coordinated so as not to put undue pressure on the highway network and parking within the immediate area.

(e) Further surveys and updates of the full DSP shall be approved in writing by the Local Planning Authority.

REASON: To set out the proposed delivery and servicing strategy for the development, including the predicted impact of the development upon the local highway network and both physical infrastructure and day-to-day policy and management mitigation measures. To ensure that delivery and servicing activities are adequately managed such that the local community, the pedestrian, cycle and highway networks and other highway users experience minimal disruption and disturbance. To enable safe, clean and efficient deliveries and servicing.

### **31 Student Accommodation Waste Management Plan**

(a) None of the units of student accommodation in the building shall be first occupied until a Waste Management Plan for the building has been submitted to and approved in writing by the Local Planning Authority.

(b) The Waste Management Plan shall set out details of:

- (i) the private waste contractor contracted to collect waste; and
- (ii) The timing of such movements and how it will be carried out, ensuring that bins are not stored on the footway and cleansing arrangements.

The waste plan shall reflect the operational waste management plan that was submitted in June 2021 but shall be updated with the final details of the private contractor and movements.

(c) The approved Waste Management Plan shall be implemented upon first occupation of any of the units of student accommodation and the development shall be operated in accordance with the approved Plan thereafter, unless a review of arrangements and a revised Plan is requested in writing by the Local Planning Authority, in which case the development shall be operated in accordance with any revised Plan that is approved in writing by the Local Planning Authority.

REASON: To ensure satisfactory waste and recycling collection for the accommodation.

### **32 Detailed Construction Logistics Plan (PRE-COMMENCEMENT)**

(a) No development shall commence until a Detailed Construction Logistics Plan (CLP) has been submitted to and approved in writing by the Local Planning Authority.

(b) The Detailed CLP shall conform with Transport for London's



Construction Logistics Planning Guidance (2021) and shall include the following details:

- i) Site access and car parking arrangements;
- ii) Delivery booking systems;
- iii) Construction phasing and agreed routes to/from the development
- iv) Timing of deliveries to and removals from the site (to avoid peak times of 07.00 to 9.00 and 16.00 to 18.00 where possible);
- v) Travel plans for staff / personnel involved in construction.
- vi) Crane Lifting Management Plan (CLMP)
- vii) Crane Erection and Dismantling

REASON: To provide the framework for understanding and managing construction vehicle activity into and out of the proposed development, encouraging modal shift and reducing overall vehicle numbers. To give the Local Planning Authority an overview of the expected logistics activity during the construction programme. To protect of the amenity of neighbour properties and to maintain traffic safety.

**33 Public Highway Condition (PRE-COMMENCEMENT)**

(a) No development shall commence until an existing condition survey of the carriageway and footway (surrounding the site on The Hale and Hale Road) has been undertaken in collaboration with the Council's Highways Maintenance team and submitted in writing to the Local Planning Authority.

(b) Within one month of the completion of all development works, including any highway works, a final condition survey shall be undertaken of the highway areas identified in (a) in collaboration with the Council's Highways Maintenance team and submitted in writing to the Local Planning Authority.

(c) The applicant shall ensure that any damages caused by the construction works and highlighted by the before-and-after surveys are addressed and the condition of the public highway is reinstated to the satisfaction of the Council's Highways Maintenance team in accordance with an associated Highway Agreement.

REASON: To ensure the construction works do not result in the deterioration of the condition of the public highway along the site.

**34 Demolition/Construction Environmental Management Plans (PRE-COMMENCEMENT)**

(a) No development shall commence until a Demolition Environmental Management Plan (DEMP) for the building has been submitted to and approved in writing by the Local Planning Authority.

(b) No development shall commence (other than demolition) until a Construction Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority.



(c) The DEMP and CEMP shall provide details of how demolition and construction works respectively are to be undertaken and shall include:

- i. A construction method statement which identifies the stages and details how works will be undertaken;
- ii. Details of working hours, which unless otherwise agreed with the Local Planning Authority shall be limited to 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 on Saturdays;
- iii. Details of plant and machinery to be used during demolition/construction works;
- iv. Details of an Unexploded Ordnance Survey;
- vi. Details of community engagement arrangements;
- vii. Details of any acoustic hoarding;
- viii. A temporary drainage strategy and performance specification to control surface water runoff and Pollution Prevention Plan (in accordance with Environment Agency guidance);
- ix. Details of external lighting;
- x. Details of any other standard environmental management and control measures to be implemented.

(d) the CEMP shall also include consideration as to whether any ecological protection measures are required, to include an assessment of vegetation for removal, including mature trees, for the presence of nesting birds. Mitigation measures including the use of sensitive timings of works, avoiding the breeding bird season (March-August, inclusive) and, where not possible, pre-works checks by a suitably experienced ecologist will be provided in detail.

(e) Demolition and construction works shall only be carried out in accordance with the approved DEMP and CEMP.

REASON: To safeguard residential amenity, reduce congestion and mitigate obstruction to the flow of traffic, protect air quality and the amenity of the locality.

**35 Management and Control of Dust (PRE-COMMENCEMENT in part)**

(a) No development shall commence, save for investigative work, until a detailed Air Quality and Dust Management Plan (AQDMP), detailing the management of demolition and construction dust, has been submitted to and approved in writing by the Local Planning Authority. The AQDMP shall be in accordance with the Greater London Authority SPG Dust and Emissions Control (2014) and shall include:

- i) Monitoring locations
- ii) Mitigation measures to manage and minimise demolition/construction dust emissions during works;
- iii) Details confirming the Plot has been registered at <http://nrmm.london>;
- iv) Evidence of Non-Road Mobile Machinery (NRMM) and plant registration shall be available on site in the event of Local Authority Inspection;
- v) An inventory of NRMM currently on site (machinery should be regularly serviced, and service logs kept on site, which includes proof



of emission limits for equipment for inspection);  
vi) a Dust Risk Assessment;  
vii) Lorry Parking, in joint arrangement where appropriate.

(b) Demolition and construction works shall only be carried out in accordance with the approved AQDMP.

REASON: To safeguard residential amenity, protect air quality and the amenity of the locality.

**36 Impact Piling Method Statement (PRE-PILING WORKS)**

(a) No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage and water infrastructure, and the programme for the works) for the building has been submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water.

(b) Any piling must be undertaken in accordance with the terms of the approved piling method statement for the building.

REASON: The proposed works will be in close proximity to underground sewerage and water main utility infrastructure. Piling has the potential to impact on local underground sewerage and water main utility infrastructure. The applicant is advised to contact Thames Water Developer Services to discuss the details of the piling method statement.

**37 Business and Community Liaison Construction Group (PRE-COMMENCEMENT)**

(a) For the duration of the demolition and construction works the developer and its contractors shall establish and maintain a Liaison Group having the purpose of:

- i. informing local residents and businesses of the design and development proposals;
- ii. informing local residents and businesses of progress of preconstruction and construction activities;
- iii. considering methods of working such as hours and site traffic;
- iv. providing local residents and businesses with an initial contact for information relating to the development and for comments or complaints regarding the development with the view of resolving any concerns that might arise;
- v. providing advanced notice of exceptional works or deliveries; and
- vi. providing telephone contacts for residents' advice and concerns.

The terms of reference for the Liaison Group, including frequency of meetings, shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of the development. For the avoidance of doubt, this could comprise the Applicant's existing 'Business and Community Liaison Group' (BCLG) or an alternative

agreed with the Council.

REASON: In order to ensure satisfactory communication with residents, businesses and local stakeholders throughout the construction of the development.

**38 Telecommunications**

(a) The placement of any telecommunications apparatus, satellite dish or television antenna on any external surface of the development is precluded, with exception provided for a communal satellite dish or television antenna for the units of accommodation, details of which are to be submitted to the Local Planning Authority for its written approval prior to the first occupation of the development hereby approved. The provision shall be retained as installed thereafter.

REASON: To protect the visual amenity of the locality in accordance with Policy DM1 of the Development Management Development Plan Document 2017.

**39 Wind Mitigation**

(a) The student accommodation shall not be occupied until details for the wind mitigation measures that are designed meet those described in the Pedestrian Wind Environment Study WF961-06F02(REV0)- WE REPORT dated January 10, 2022, have been submitted to and approved in writing by the Local Planning Authority (These shall include measures to the terraces which should comprise up to 30% porous 1.5m vertical screening; and a maintenance schedule for all mitigation).

(b) The approved wind mitigation measures shall be implemented prior to the first occupation of the student accommodation and shall be maintained and functional and permanently retained thereafter for the lifetime of the building.

REASON: In order to prevent adverse impact on wind microclimate, in accordance with Policy D9 of the London Plan (2021) and Local Plan Policy DM6.

**40 Foundation Design**

Details demonstrating the following on foundation design shall be submitted to the Local Planning Authority (LPA) for its written approval prior to commencement of the development (excluding demolition) hereby approved.

- a. the methods to be used;
- b. the depths of the various structures involved;
- c. the density of piling if used; and
- d. details of materials to be removed or imported to site.

The approved foundation details shall be implemented as approved.



REASON: To ensure that construction of the foundations would not detrimentally affect the groundwater resource.

**41 Noise from building services plant and vents**

Noise emitted by plant equipment hereby permitted shall at all times remain 5dB(A) below background levels when measured at any nearby residential window or other noise sensitive receptor.

The plant shall be serviced regularly in accordance with manufacturer's instructions and as necessary to ensure that the requirements of the condition are maintained. If at any time the plant is unable to comply with this Condition, they shall be switched off and not used again until it is able to comply.

REASON: In order to protect the amenities of nearby residential occupiers consistent with Policy D14 of the London Plan 2021 and Policy DM1 of The Development Management DPD 2017.

**42 Anti-vibration mounts for building services plant/extraction equipment**

All plant and equipment installed shall be supported on adequate proprietary anti-vibration mounts as necessary to prevent the structural transmission of vibration and regenerated noise within adjacent or adjoining premises, and these shall be so maintained thereafter. If at any time the plant is unable to comply with this Condition, it shall be switched off and not used again until it is able to comply.

REASON: In order to protect the amenities of nearby residential occupiers consistent with Policy D14 of the London Plan 2021 and Policy DM1 of The Development Management DPD 2017.

**43 Evidence of operational public hydrants/suitable alternatives**

Details demonstrating that the public hydrants proposed to service the development are operational and sufficient shall be submitted to the Local Planning Authority (LPA) for its written approval prior to occupation of the development hereby approved. If it cannot be demonstrated that the public hydrants are fit for purpose, then satisfactory alternative solutions must be proposed and approved in writing by the LPA before occupation. The approved provision shall be retained thereafter and kept functional for the lifetime of the development.

REASON: To ensure that the development incorporates the necessary fire safety measures and in order to accord with the Mayor's London Plan Policy D12.

**44 Student Management Plan**

The development must be implemented and maintained in accordance with the provisions of the Student Management Plan prepared by CRM Students, or any variation as may be approved in writing by the Council.

REASON: To ensure that the development is managed appropriately in accordance with London Plan Policy H15 and in the interests of amenity.

#### **45 Urban Greening Factor of 0.4 to be achieved on site/off site**

Notwithstanding the approved plans, the development authorised by this permission shall not be occupied until an illustrative scheme/schedule of greening that achieves an Urban Greening Factor of 0.4 has been submitted to and approved in writing by the local planning authority. Any greening that is required to be provided off-site shall be delivered in the surrounding area by the Council at the owner/developer(s) expense.

REASON: To ensure an acceptable amount of greening is delivered on site or in the immediate area.

#### **Informatives:**

Working with the applicant. In dealing with this application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our development plan comprising the London Plan 2021, the Haringey Local Plan 2017 along with relevant SPD/SPG documents, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably. In addition, where appropriate, further guidance was offered to the applicant during the consideration of the application.

Community Infrastructure Levy. The applicant is advised that based on the information given on the plans, the Mayoral CIL charge will be approximately £835,159.80 (13,919.33sqm x £60) and the Haringey CIL charge will be approximately £1,111,120.00 (13,317.33sqm x £85). This will be collected by Haringey should the scheme be implemented and could be subject to surcharges for failure to assume liability, for failure to submit a commencement notice and/or for late payment, and subject to indexation in line with the construction costs index.

These figures are approximate and are subject to change at the confirmation of liability stage and will need to consider the latest indexed figures in the Annual CIL Rate Summary and the ability to discount existing floorspace that is



demonstrated to have been in use for a continuous 6 months in the past 36 months. An informative will be attached advising the applicant of this charge.

Hours of Construction Work. The applicant is advised that under the Control of Pollution Act 1974, construction work which will be audible at the site boundary will be restricted to the following hours:

- 8.00 am - 6.00 pm Monday to Friday
- 8.00 am - 1.00 pm Saturday
- and not at all on Sundays and Bank Holidays.

Party Wall Act. The applicant's attention is drawn to the Party Wall Act 1996 which sets out requirements for notice to be given to relevant adjoining owners of intended works on a shared wall, on a boundary or if excavations are to be carried out near a neighbouring building.

Numbering New Development. The new development will require numbering. The applicant should contact the Local Land Charges at least six weeks before the development is occupied (tel. 020 8489 3472) to arrange for the allocation of a suitable address.

Asbestos Survey prior to demolition. Prior to demolition of existing buildings, an asbestos survey should be carried out to identify the location and type of asbestos containing materials. Any asbestos containing materials must be removed and disposed of in accordance with the correct procedure prior to any demolition or construction works carried out.

Dust. The applicant must ensure that any issue with dust where applicable is adequately addressed so as to ensure that; the effects of the construction work upon air quality is minimised.

Written Scheme of Investigation – Suitably Qualified Person. Written schemes of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London.

Deemed Approval Precluded. The Condition addressing a Written Scheme of Investigation (WSI) is exempt from deemed approval under Schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

Composition of Written Scheme of Investigation. Historic England GLAAS envisages that archaeological fieldwork would comprise the following:

*Geoarchaeological Assessment and Coring.*

Geoarchaeology is the application of earth science principles and techniques to



the understanding of the archaeological record. Coring involves boreholes drilled into the buried deposits to record (and sample) their characteristics, extent and depth. It can assist in identifying buried landforms and deposits of archaeological interest, usually by using the results in deposit models. Coring is often undertaken when the deposits of interest are too deep for conventional digging, or when large areas need to be mapped. It is only rarely used in isolation usually forming part of either an archaeological evaluation to inform a planning decision or the excavation of a threatened heritage asset.

#### *Evaluation.*

An archaeological field evaluation involves exploratory fieldwork to determine if significant remains are present on a site and if so to define their character, extent, quality and preservation. Field evaluation may involve one or more techniques depending on the nature of the site and its archaeological potential. It will normally include excavation of trial trenches. A field evaluation report will usually be used to inform a planning decision (pre-determination evaluation) but can also be required by condition to refine a mitigation strategy after permission has been granted.

The scope of the archaeological mitigation will depend on the results of the above phases of work. You can find more information on archaeology and planning in Greater London on our website This response only relates to archaeology. You should also consult Historic England's Development Management on statutory matters.

Disposal of Commercial Waste. Commercial Business must ensure all waste produced on site are disposed of responsibly under their duty of care within Environmental Protection Act 1990. It is for the business to arrange a properly documented process for waste collection from a licensed contractor of their choice. Documentation must be kept by the business and be produced on request of an authorised Council Official under Section 34 of the Act. Failure to do so may result in a fixed penalty fine or prosecution through the criminal Court system.

Piling Method Statement Contact Details. Contact Thames Water  
<https://developers.thameswater.co.uk/Developing-a-largesite/>  
Email: [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk)

Minimum Water Pressure. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx. 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

Paid Garden Waste Collection Services. Haringey operate a paid garden waste collection service; the applicant is advised that any waste storage area should include space for a garden waste receptacle. For further information on the collection service please visit our website: [www.haringey.gov.uk/environment-and-waste/refuse-and-recycling/recycling/garden-waste-collection](http://www.haringey.gov.uk/environment-and-waste/refuse-and-recycling/recycling/garden-waste-collection)



Sprinkler Installation. The London Fire and Emergency Authority recommends that sprinklers are considered for new development and major alterations to existing premises. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and housing providers and can reduce the risk to life.

Designing out Crime Officer Services. The applicant must seek the continual advice of the Metropolitan Police Service Designing Out Crime Officers (DOCOs) to achieve accreditation. The services of MPS DOCOs are available free of charge and can be contacted via [docomailbox.ne@met.police.uk](mailto:docomailbox.ne@met.police.uk) or 0208 217 3813.

Land Ownership. The applicant is advised that this planning permission does not convey the right to enter onto or build on land not within his ownership.

Site Preparation Works. These comprise site preparation and temporary works including but not limited to the demolition of existing buildings and structures; surveys; site clearance; archaeological works; ground investigation; remediation; the erection of fencing or hoardings; the provision of security measures and lighting; the erection of temporary buildings or structures associated with the development; the laying, removal or diversion of services; construction of temporary access; temporary highway works; and temporary internal site roads.

s106 Agreement and s278 Agreement. This planning permission must be read in conjunction with the associated s106 Agreement and any associated s278 Highway Act Agreement(s).

Revised Fire Statement required with any revised submission. The applicant is advised that if there are any changes to the scheme which require subsequent Section 96a or Section 73 applications following the grant of any planning permission, an amended Fire Statement should also be submitted which incorporates the proposed scheme amendments so that the content of the Fire Statement always remains consistent with the latest scheme proposals.

Building Control - All building work carried out should meet current building codes and regulation requirements. The Council's Building Control Service ensures that buildings are designed and constructed in accordance with the Building Regulations and associated legislation. Please Note: It is the responsibility of those carrying out the work to ensure that the provisions of the regulations are fully met. The role of Building Control is only to check that they do so.

Building Regulations – Soundproofing. The implementation of a suitable soundproofing scheme is now required as part of the Building Regulations 1991 - Part E. The applicant is now therefore required to formally consult the Council's

Building Control Department, River Park House, 225 High Road, N22 8HQ (Tel. 020 8489 5504).

Cadent Gas. Cadent Gas Ltd owns and operates the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply online to have apparatus diverted in advance of any works, by visiting [cadentgas.com/diversions](http://cadentgas.com/diversions).

Prior to carrying out works, including the construction of access points, please register on [www.linesearchbeforeudig.co.uk](http://www.linesearchbeforeudig.co.uk) to submit details of the planned works for review, ensuring requirements are adhered to.



FIFTH SCHEDULE  
PAYMENT FORM

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

**NOTES**

The Council's Bank details are:

London Borough of Haringey  
Barclays Bank plc  
Wood Green Branch  
London N22  
Sort Code: 20-98-47  
Account Number: 73294617

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

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

SIXTH SCHEDULE  
VIABILITY FORMULAS

**FORMULA 1b for Early Stage Review (Surplus profit available for Early Stage Review Contribution)**

$$\text{"Early Stage Review Contribution"} = ((A - B) - (C - D)) - P$$

**Where:**

**A =** Early Stage Review NDV (£)

**B =** Application Stage NDV (£)

**C =** Early Stage Review Build Costs (£)

**D =** Application Stage Build Costs (£)

**P =**  $(A - B) * Y$

**Y =** Target Return (%)

**Notes:**

$(A - B)$  represents the change in NDV (gross development value minus purchaser's costs of 6.8% of that sum) from the date of planning permission to the date of review.

$(C - D)$  represents the change in build costs from the date of planning permission to the date of review.

P represents Owner profit on change in NDV.



**FORMULA 3 for Development Break Review (Surplus profit available for Development Break Review Contribution)**

X = Development Break Review Contribution

$$X = ((A - B) - (C - D) - P)$$

**Where:**

A = Development Break Review NDV (£)

B =

- Application Stage NDV (£), where Development Viability Information for Formula 1b was not required to be submitted pursuant to clause 4.10.2; or
- Early Stage Review NDV (£) as determined by the Council pursuant to clause 4.10.3, where Development Viability Information for Formula 1b was submitted pursuant to clause 4.10.2

C = Development Break Review Build Costs (£)

D =

- Application Stage Build Costs (£), where Development Viability Information for Formula 1b was not required to be submitted pursuant to clause 4.10.2; or
- Early Stage Review Build Costs (£) as determined by the Council pursuant to clause 4.10.3, where Development Viability Information for Formula 1b was submitted pursuant to clause 4.10.2

$$P = (A - B) * Y$$

Y = Target Return (%)

**Notes:**

(A - B) represents the change in NDV (gross development value minus purchaser's costs of 6.8% of that sum) from the date of the planning permission (or previous review if triggered) to the Development Break Review Date.

(C - D) represents the change in build costs from the date of the planning permission (or previous review if triggered) to the Development Break Review Date.

P represents Owner profit on change in NDV.

**FORMULA 3A (Surplus profit available for affordable housing contribution)**

X = Late Stage Review Contribution

$$X = ((A + B - C) - (D + E - F) - P) * 0.6$$

Where:

A = Late Stage Review Actual NDV (£)

B = Late Stage Review Estimated NDV (£)

C =

- Application Stage NDV (£), where Development Viability Information for Formula 1b was not required to be submitted pursuant to clause 4.10.2 or 4.10.6; or
- Early Stage Review NDV (£) as determined by the Council pursuant to clause 4.10.3, where Development Viability Information for Formula 1b was submitted pursuant to clause 4.10.2; or
- Development Break Review NDV (£) as determined by the Council pursuant to clause 4.10.7, where Development Viability Information for Formula 1b was submitted pursuant to clause 4.10.6

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F =

- Application Stage Build Costs (£), where Development Viability Information for Formula 1b was not required to be submitted pursuant to clause 4.10.2; or
- Early Stage Review Build Costs (£) as determined by the Council pursuant to clause 4.10.3, where Development Viability Information for Formula 1b was submitted pursuant to clause 4.10.2; or
- Development Break Review Build Costs (£) as determined by the Council pursuant to clause 4.10.7, where Development Viability Information for Formula 3 was submitted pursuant to clause 4.10.6; or

P = (A + B - C) \* Y

Y = Target Return (%)



**Notes:**

(A + B - C) represents the change in NDV (gross development value minus purchaser's costs of 6.8% of that sum) from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

(D + E - F) represents the change in build costs from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

P represents Owner profit on change in NDV.

0.6 represents the 60 per cent of the surplus profit to be used by the Council for additional affordable housing, after the Owner's profit (P) has been deducted.

SEVENTH SCHEDULE

PBSA Plan



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| Key | Site Boundary                  |
|-----|--------------------------------|
|     | Site Boundary                  |
|     | Grass                          |
|     | Residential Refuse             |
|     | Potable water / Rain sprinkler |
|     | Retail Mist Sprinkler          |
|     | LS SuR                         |
|     | LV SuR                         |
|     | Plant                          |
|     | Storm Water Attenuation        |
|     | Wet rise tank                  |

GIA = 852.2 sqm

JZL.  
22222

## PBSA Plan

| Rev | Description       | Date     | Checked |
|-----|-------------------|----------|---------|
| 1   | Planning Issue    | 13.02.21 |         |
| 2   | Planning Approval | 15.06.21 |         |
| 3   | Planning Approval | 23.11.21 |         |

| Table   | Planning                            |
|---------|-------------------------------------|
| Client  | Jigsaw PHG Tottenham Ltd            |
| Project | 29-33 The Hale, Tottenham           |
| Purpose | Purpose Built Student Accommodation |
| Table   | Basement Floor Plan                 |

| Table       | Basement Floor Plan   |
|-------------|-----------------------|
| Scale       | 1:100                 |
| Sheet       | AN                    |
| Date        | 16.06.21              |
| OG          |                       |
| Project no. | 15411                 |
| Rev         | 15411-A-PL-X-(03)-100 |
| 3           |                       |

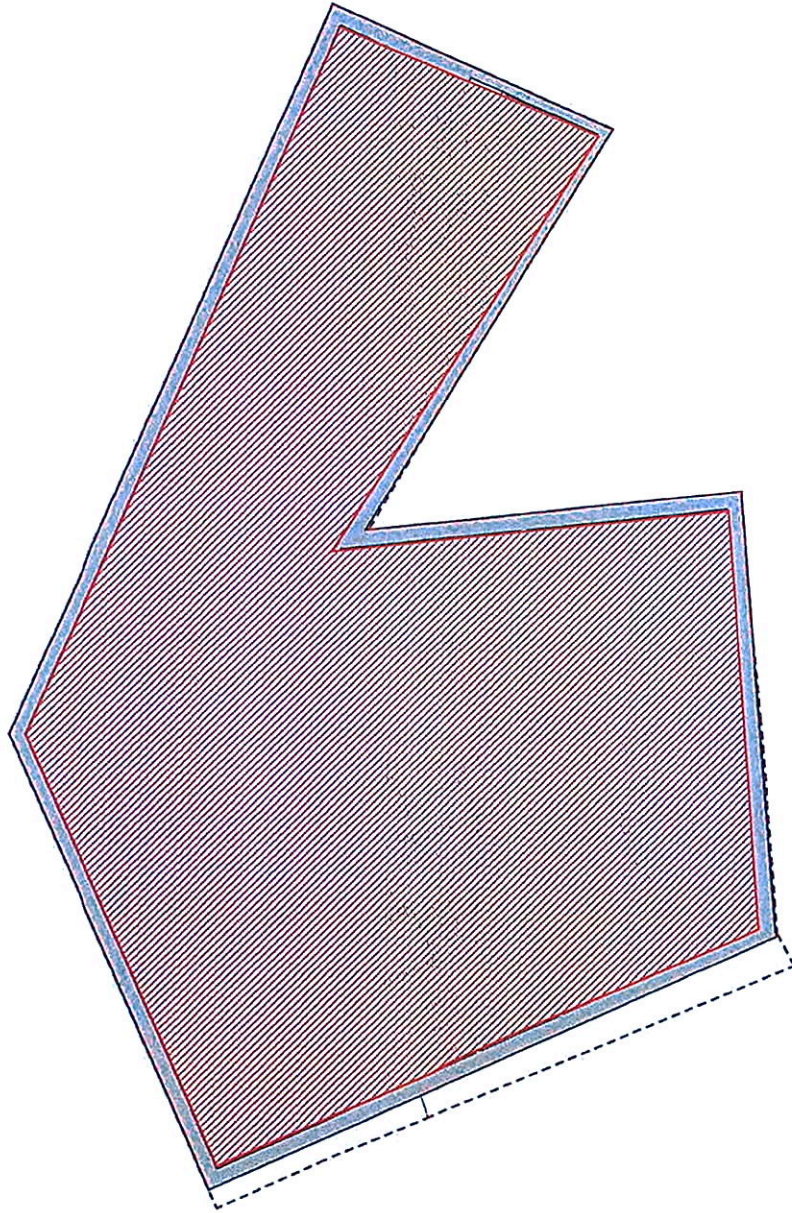
**tatehindle**

Tatehindle Limited  
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1000 2022 2020  
1000 2022 2020

M. O. Q.  
Senior Lawyer - Contracts

1:100 0 5 10m

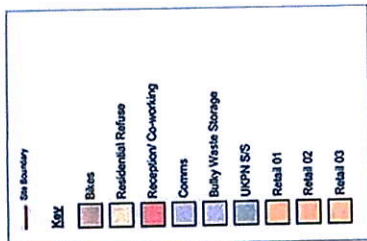
Hatched area indicates PBSA use





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GIA = 832.4 sqm

2020  
2021  
2022  
2023  
2024

| Item            | Revised  | Size | Checked |
|-----------------|----------|------|---------|
| 1. Project Name | 29.02.21 |      |         |
| 2. Revision     | 29.02.21 |      |         |
| 3. Revised by   | 29.02.21 |      |         |
| 4. Revised for  | 29.02.21 |      |         |
| 5. Revised by   | 29.02.21 |      |         |
| 6. Revised for  | 29.02.21 |      |         |
| 7. Revised by   | 29.02.21 |      |         |
| 8. Revised for  | 29.02.21 |      |         |
| 9. Revised by   | 29.02.21 |      |         |
| 10. Revised for | 29.02.21 |      |         |

| Item            | Revised  | Size | Checked |
|-----------------|----------|------|---------|
| 1. Project Name | 29.02.21 |      |         |
| 2. Revision     | 29.02.21 |      |         |
| 3. Revised by   | 29.02.21 |      |         |
| 4. Revised for  | 29.02.21 |      |         |
| 5. Revised by   | 29.02.21 |      |         |
| 6. Revised for  | 29.02.21 |      |         |
| 7. Revised by   | 29.02.21 |      |         |
| 8. Revised for  | 29.02.21 |      |         |
| 9. Revised by   | 29.02.21 |      |         |
| 10. Revised for | 29.02.21 |      |         |

| Item            | Revised  | Size | Checked |
|-----------------|----------|------|---------|
| 1. Project Name | 29.02.21 |      |         |
| 2. Revision     | 29.02.21 |      |         |
| 3. Revised by   | 29.02.21 |      |         |
| 4. Revised for  | 29.02.21 |      |         |
| 5. Revised by   | 29.02.21 |      |         |
| 6. Revised for  | 29.02.21 |      |         |
| 7. Revised by   | 29.02.21 |      |         |
| 8. Revised for  | 29.02.21 |      |         |
| 9. Revised by   | 29.02.21 |      |         |
| 10. Revised for | 29.02.21 |      |         |

**tatehindle**

Tatehindle Limited  
1000 232 0000  
1000 232 0000  
1000 232 0000

Senior Lawyer - Contracts

Building 3

M. O. C.

1:100

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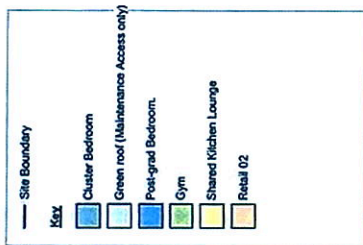
10m

5



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GIA = 727.78 sqm

Cluster Rooms = 8

Studios = 9

Total = 17

*Handwritten notes:*  
 12/21  
 22/22/23

## PBSA Plan

| Rev | Description               | Date     | Checked |
|-----|---------------------------|----------|---------|
| 1   | Planning                  | 15.02.21 |         |
| 2   | Approved for planning     | 15.02.21 |         |
| 3   | Approved for construction | 23.11.21 |         |

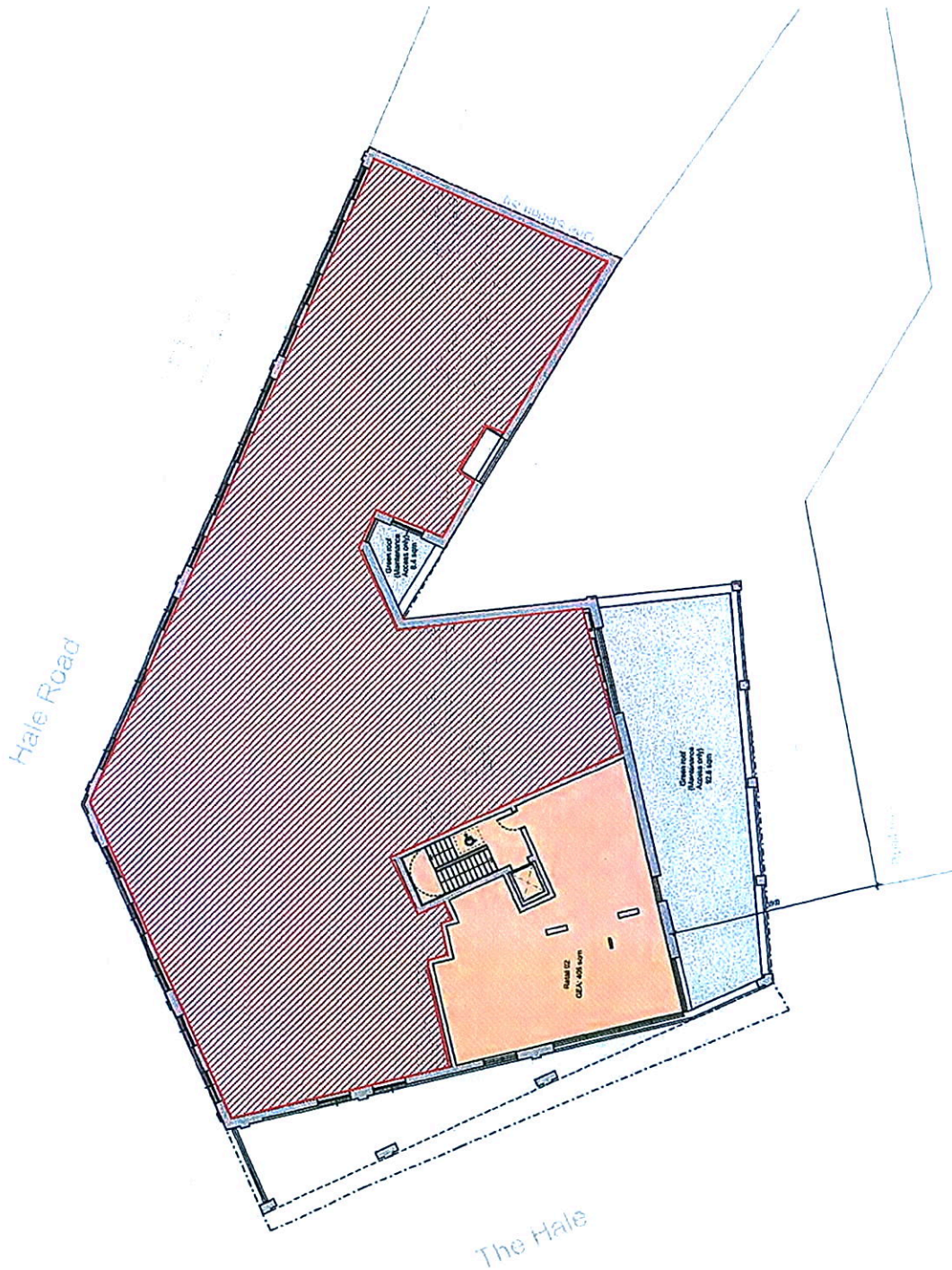
| Client  | Planning                            |
|---------|-------------------------------------|
| Owner   | Jigsaw PMG Tottenham Ltd            |
| Project | 29-33 The Hale, Tottenham           |
| Purpose | Purpose Built Student Accommodation |
| Drawing | First Floor Plan                    |

| Scale | Drawn | Date     | Checked |
|-------|-------|----------|---------|
| 1:100 | AN    | 18-06-21 | GG      |

| Project no. | City                  | Rev |
|-------------|-----------------------|-----|
| 15411       | 15411-A-PL-X-(03)-102 | 3   |

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*Handwritten signature:* M. O. A.

Senior Lawy/El-Cor





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**Key**

- Site Boundary
- Cluster Bedroom
- Green roof (Maintenance Access only)
- Post-grad Bedroom
- Shared Kitchen Lounge

GIA = 622.6 sqm  
 Cluster Rooms = 14  
 Studios = 10  
 Total = 24

*JDK.*  
*22222*

**PBSA Plan**

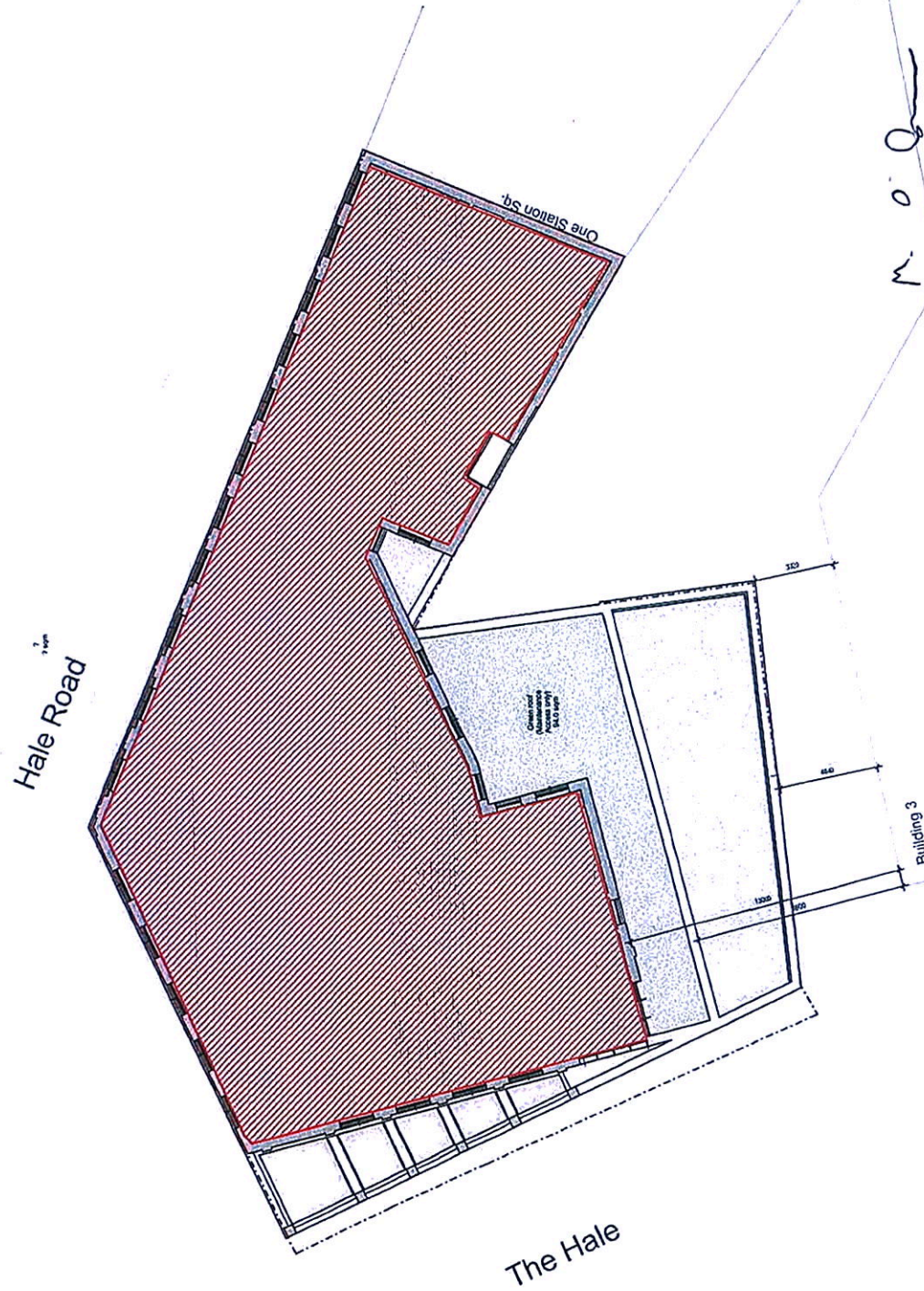
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| 1    | Planning | Approved | Uplift | Check |
| 2    | Approved | Approved | Uplift | Check |

| Item | Planning | Approved | Uplift | Check |
|------|----------|----------|--------|-------|
| 1    | Planning | Approved | Uplift | Check |
| 2    | Approved | Approved | Uplift | Check |

| Item | Planning | Approved | Uplift | Check |
|------|----------|----------|--------|-------|
| 1    | Planning | Approved | Uplift | Check |
| 2    | Approved | Approved | Uplift | Check |

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Senior Lawyer - Contracts

*M. O. Q.*

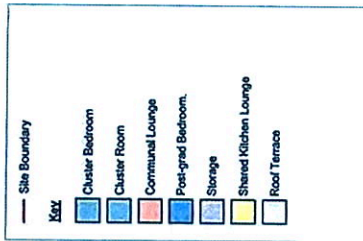
Hatched area indicates PBSA use





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GIA = 509 sqm

Cluster Rooms = 5

Studios = 5

Total = 10

*Handwritten:* 28228

**PBSA Plan**

| Rev | Description                         | Date     | Checked |
|-----|-------------------------------------|----------|---------|
| 1   | Planning Issue                      | 13.02.21 |         |
| 2   | Any changes to comply with planning | 24.02.21 |         |
| 3   | Revised floor layout                | 05.11.21 |         |

| Client                   | Project                   | Location                            | Drawn | Scale | Checked |
|--------------------------|---------------------------|-------------------------------------|-------|-------|---------|
| Jigsaw PMG Tottenham Ltd | 29-33 The Hale, Tottenham | Purpose Built Student Accommodation |       |       |         |
| Seventh Floor Plan       |                           |                                     |       |       |         |

| Rev | Date     | By | Check | Scale | Checked |
|-----|----------|----|-------|-------|---------|
| 1   | 18.05.21 | AN | GD    |       |         |
| 2   | 15.11.21 | AN | GD    |       |         |

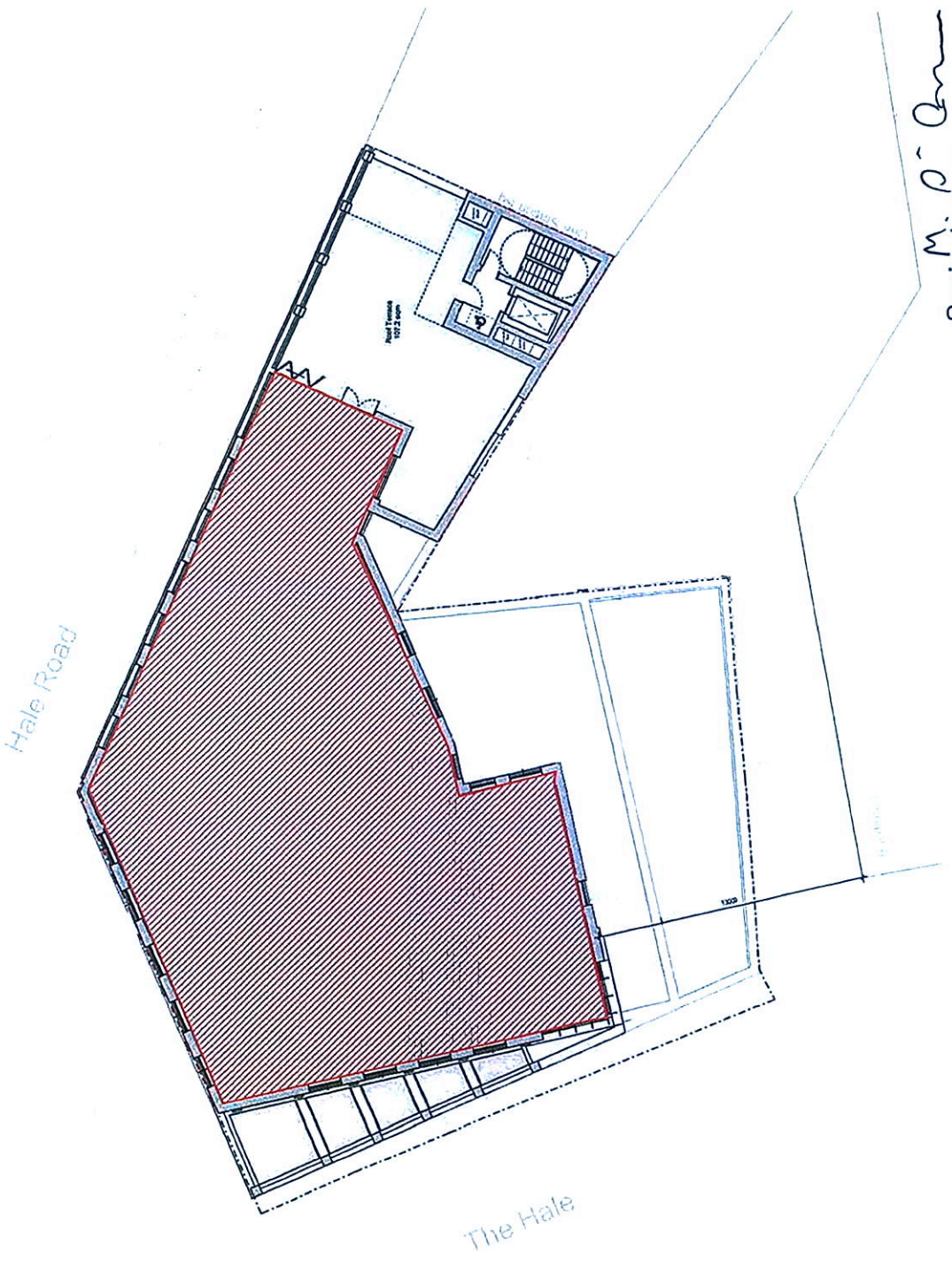
**tatehindle**

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*Handwritten:* M. P. O. Senior Lawyer - Contracts

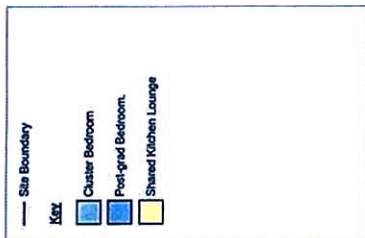
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Hatched area indicates PBSA use



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GIA = 482 sqm

Cluster Rooms = 12

Studios = 7

Total = 19

*Handwritten notes:*  
 JPA.  
 28.08.21

## PBSA Plan

Project Name: PBSA Plan  
 Date: 15.02.21  
 Project Manager: Jigaw PMG Tottenham Ltd  
 Project: 29-33 The Hale, Tottenham  
 Purpose: Built Student Accommodation

Client: Jigaw PMG Tottenham Ltd  
 Project: 29-33 The Hale, Tottenham  
 Purpose: Built Student Accommodation

Project: 29-33 The Hale, Tottenham  
 Purpose: Built Student Accommodation

Purpose: Built Student Accommodation

Project: 29-33 The Hale, Tottenham

Purpose: Built Student Accommodation

Project: 29-33 The Hale, Tottenham

Purpose: Built Student Accommodation

Project: 29-33 The Hale, Tottenham

Purpose: Built Student Accommodation

Project: 29-33 The Hale, Tottenham

Purpose: Built Student Accommodation

Project: 29-33 The Hale, Tottenham

Purpose: Built Student Accommodation

Project: 29-33 The Hale, Tottenham

Purpose: Built Student Accommodation

Project: 29-33 The Hale, Tottenham

Purpose: Built Student Accommodation

Project: 29-33 The Hale, Tottenham

Purpose: Built Student Accommodation

Project: 29-33 The Hale, Tottenham

Purpose: Built Student Accommodation

Project: 29-33 The Hale, Tottenham

*Handwritten signature:* M. O. C.

Senior Lawyer - Contracts

**tatehindle**

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 London EC1A 8BP  
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 E: info@tatehindle.co.uk  
 www.tatehindle.co.uk

Hatched area indicates PBSA use



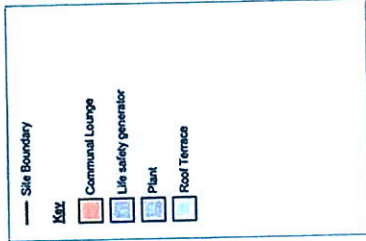
Hale Road

The Hale



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GIA = 164.2 sqm

J.R.H.

22/09/21

Planning Name: 15411-APL-X-106-3  
 Planning Ref: 15411-APL-X-106-3  
 Planning Date: 15/09/21

Rev: 001 Description: Initial

Planning  
 Jigsaw PMG Tottenham Ltd

Project  
 25-33 The Hale, Tottenham

Purpose  
 Purpose Built Student Accommodation

Planning  
 Twentyfourth Floor Plan

Scale  
 1:100

Date  
 16-09-21

Drawn  
 GG

Project No  
 15411-APL-X-106-3

Sheet No  
 3

**tatehindle**

Tatehindle Limited  
 15411-APL-X-106-3  
 Tottenham  
 London EC4A 3SP

Hale Road

The Hale

Roof Terrace  
 164.2 sqm

M. P. Co

Senior Legway-Contractors

Hatched area indicates PBSA use



EIGHTH SCHEDULE

THE PLAN



# DO NOT SCALE THIS DRAWING

Contractors are to check all dimensions prior to commencement on site and notify the architect of any errors, omissions, or discrepancies. Tateshinde Limited retain copyright of this drawing. It may not be copied, altered or reproduced in any way without their written authority.



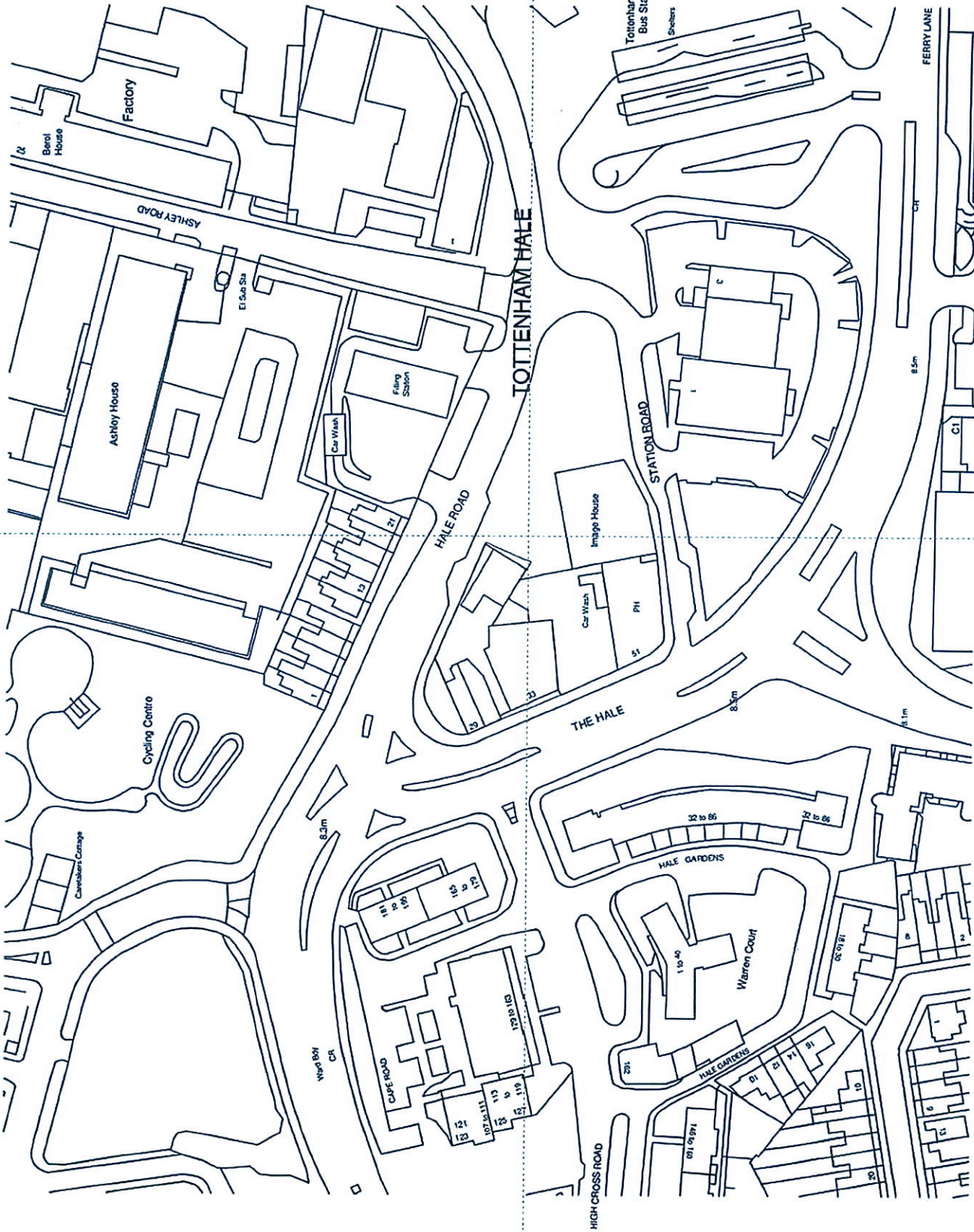
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29.09.09

| No. | Planning Ref.         | Date     | Checked |
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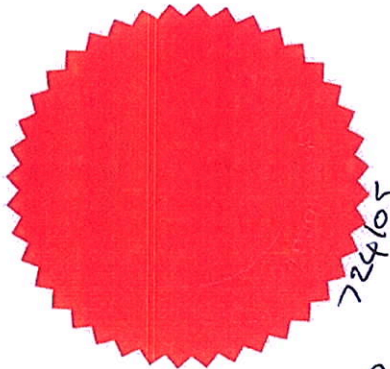
Tateshinde Limited  
1 Ladbroke Street  
London W1A 1GP  
T 020 7330 4820  
www.tateshinde.co.uk



Senior Lawyer - Contracts

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

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



24/05

)  
)  
)

M. D. L.  
Authorised Officer  
Senior Lawyer - Contracts

STEVEN TAYLOR as attorney for  
EXECUTED AS A DEED by TUNCAY SONMEZ  
In the presence of:

)  
) SV

Witness: CJONES

Name: CHRISTINE JONES  
Address: 6 WEST STREET BROMLEY BRI 1JN  
Occupation: P.A.

STEVEN TAYLOR as attorney for  
EXECUTED AS A DEED by SONNAY SONMEZ  
In the presence of:

)  
) SV

Witness: CJONES

Name: CHRISTINE JONES  
Address: 6 WEST STREET BROMLEY BRI 1JN  
Occupation: P.A.



STEVEN TAYLOR as attorney for  
EXECUTED AS A DEED by GUNAY SONMEZ

In the presence of:

) SV

Witness: C Jones

Name: CHRISTINE JONES  
Address: 6 WEST STREET BROMLEY BR 15N  
Occupation: P.A.

STEVEN TAYLOR as attorney for  
EXECUTED AS A DEED by PETRA MARIA SONMEZ

In the presence of:

) SV

Witness: C Jones

Name: CHRISTINE JONES  
Address: 6 WEST STREET BROMLEY BR 15N  
Occupation: P.A.

EXECUTED AS A DEED by JIGSAW PMG TOTTENHAM LIMITED  
acting by ~~two directors or a director and the company secretary~~ in the presence of:

)  
)

Director: James R. Hindle  
JAMES R. HINDLE

Director/Secretary:

WITNESS:

Fiona F Hindle  
FIONA F HINDLE

74 16 LATHAM RD, TWICKENHAM, TW1 1BN  
CAREERS CONSULTANT

IN WITNESS whereof the parties have executed this instrument as a Deed and delivered it 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:

)  
)  
)  
)



*Anita Prodkromov*  
.....  
Authorised Officer  
ANITA PRODKROMOV  
Senior Lawyer - Property and Planning

EXECUTED AS A DEED by  
CYPHER PROPCO LIMITED  
acting by a director in the presence of:

)  
)  
)

Witness  
Signature:

Name:

Address:

Occupation:

*[Signature]*  
.....  
Director  
*[Signature]*  
.....  
CHRIS BURGESS  
.....  
4th FLOOR, 140 ALOSGATE ST  
.....  
LONDON EC1A 4HY  
.....  
TRUSTEE  
.....

EXECUTED and DELIVERED  
as a DEED by  
SITUS ASSET MANAGEMENT LIMITED  
acting by an Authorised Signatory )  
in the presence of:

)  
)  
)  
)  
)

*[Signature]* A *[Signature]*  
.....  
Colin Giles  
Senior Vice President

Witness  
Name: ELISABETH FRANCIS  
Signature: *[Signature]*  
.....  
Address: 10th Floor, 25 North Colonnade  
London E14 5HZ  
Date: .....



