

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH
OF HARINGEY
- (2) HIGH ROAD WEST (TOTTENHAM) LIMITED

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

In relation to:

An Agreement dated 4 March 2024 in respect of the development of land at the Printworks Nos. 819-829 High Road, N17 8ER

THIS DEED is made on

day of

2025

PARTIES

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

and the Owner and the Council shall be known together as “**the Parties**” and the term “**Party**” shall be construed accordingly

INTRODUCTION

- i. This Deed of Variation is entered into by the Parties in relation to the Property
- ii. The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Property is situated and is the local authority for the purposes of the 1974 Act and the 2011 Act and the highway authority for the purpose of the 1980 Act
- iii. The Owner is the owner with freehold title absolute of those parts of the Property registered at the Land Registry under title numbers EGL169431, MX112855 and EGL367877
- iv. On 4 March 2024 the Council and the Owner entered into the Original Section 106 Agreement following which the Council issued the Planning Permission
- v. The Council having duly complied with all duties imposed on it by or under the 1990 Act and having had regard to the provisions of the development plan and all other material considerations has resolved to enter into this Deed of Variation
- vi. The Council considers that it is in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with the terms of the Original Section 106 Agreement as varied by this Deed of Variation
- vii. The Parties have agreed to enter into this Deed of Variation in order to amend the Original Section 106 Agreement

NOW THIS AGREEMENT WITNESSETH as follows:

OPERATIVE PARTS

1. DEFINITIONS AND INTERPRETATION

- 1.1. Defined terms, words and expressions in the Original Section 106 Agreement shall have the same meaning in this Deed of Variation (except to the extent that they are expressly varied by this Deed of Variation)
- 1.2. The following words and phrases shall unless the context otherwise requires bear the following meanings in this Deed of Variation:

Expression	Meaning
“Deed of Variation”	this Deed of Variation to the Original Section 106 Agreement
“Original Section 106 Agreement”	The agreement dated 4 March 2024 entered into between the Council and the Owner in relation to the Property pursuant to Section 106 of the 1990 Act and other enabling statutory powers
“Planning Permission”	The planning permission granted by the Council dated 4 March 2024 in relation to the Property attributed reference number HGY/2023/2306 by the Council

2. CONSTRUCTION OF THIS AGREEMENT

- 2.1. Where in this Deed of Variation reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed of Variation
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner

- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.6. References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions
- 2.7. The headings are for reference only and shall not affect construction
- 2.8. Any obligation, covenant, undertaking or agreement by the Owner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing

3. LEGAL EFFECT AND COMMENCEMENT

- 3.1. This Deed of Variation is made pursuant to Section 106 and Section 106A of the 1990 Act and all other enabling powers and enactments that may be relevant for the purpose of giving validity to this Deed of Variation with the intent that the existing obligations, covenants and restrictions in the Original Section 106 Agreement shall be varied as hereinafter provided and that such obligations, covenants and restrictions shall continue to be planning obligations for the purpose of Section 106 of the 1990 Act which are enforceable by the Council as local planning authority
- 3.2. It is hereby agreed between the Parties that the provisions of this Deed of Variation shall take effect on the date of this Deed of Variation.
- 3.3. The Parties agree that the Original Section 106 Agreement shall be varied as set out in Schedule One to this Deed of Variation and that save as expressly varied by this Deed of Variation the Original Section 106 Agreement shall remain in full force and effect

4. COSTS

The Owner shall pay on completion of this Deed of Variation the Council's reasonable legal costs and disbursements incurred with the completion of this Deed of Variation

5. LOCAL LAND CHARGE

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

6. THIRD PARTY RIGHTS

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

7. JURISDICTION

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

8. DELIVERY

The provisions of this Deed of Variation (other than this clause which shall be of immediate effect) shall be of no effect until this Deed of Variation has been executed and dated

9. MISCELLANEOUS

9.1. Insofar as any clause or clauses of this Deed of Variation are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed of Variation

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

9.3. Nothing contained or implied in this Deed of Variation shall prejudice or affect the rights, powers, duties, and obligations under all public and private statutes, bye laws and regulations in the exercise of its functions as a local authority

SCHEDULE ONE

VARIATIONS TO THE ORIGINAL SECTION 106 AGREEMENT

1. VARIATIONS TO DEFINITIONS IN THE ORIGINAL SECTION 106 AGREEMENT

- 1.1 The definitions of the following words and phrases set out in paragraph 1.1 of the Original Section 106 Agreement shall be DELETED:

“Additional Affordable Student Accommodation Scheme”	
“Additional Affordable Student Accommodation Units”	
“Affordable Student Accommodation Plan”	
“Affordable Student Accommodation Scheme”	
“Affordable Student Accommodation Units”	
“Affordable Student Accommodation”	
“Average Affordable Student Accommodation Value”	
“Average Market Student Accommodation Value”	
“Build Costs”	
“Development Break”	
“Development Viability Information”	

“Estimated Build Costs”	
“Estimated GDV”	
“External Consultant”	
“Force Majeure”	
“Formula 1A”	
“Formula 2”	
“Formulas”	
“London Student Affordable Accommodation Rent”	
“Market Student Accommodation Units”	
“Review Date”	
“Substantial Implementation”	
“Substantial Implementation Target Date”	
“Viability Review Cap”	

- 1.2 The definitions of the following words and phrases set out in paragraph 1.1 of the Original Section 106 Agreement shall be DELETED and REPLACED with the following:

“Nominations Agreement”	an agreement to be entered into between the Owner and a Higher Education Institution and/or a Student Housing Management Company in respect of a majority of the Student Accommodation Units to nominate and allocate Students to the Student Accommodation Units
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	and in respect of the management of the Student Accommodation PROVIDED THAT other than as is necessary to comply with the terms of this Agreement, the agreement shall not include any restrictions on the open market rent or tenancy terms of the Student Accommodation Units or require a discount to market value or restrict the marketing of the Development
“Employment and Skills Lead”	A dedicated resource (which for the avoidance of doubt could be an employee of the Owners or of a Contractor or an agent appointed by the Owner to carry out the Development) identified to the Council pursuant to paragraph 1.3 of Schedule Three who will be responsible for the implementation, co-ordination and the delivery of the measures set out in the Employment and Skills Plan during the Construction Phase
“Student Accommodation Unit”	Any one bedroom unit forming part of the Student Accommodation

- 1.3 The definitions of the following words and phrases shall be ADDED to paragraph 1.1 of the Original Section 106 Agreement:

“Affordable Housing Contribution”	A financial contribution in the sum of £1,100,000 (one million and one hundred thousand pounds only) (subject to Indexation from the date of this Agreement until the date that the Affordable Housing Contribution is paid) payable by the Owner to the Council towards the delivery of Affordable Housing in the London Borough of Haringey
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“Employment and Skills Recovery Action Plan”	the Council's Employment and Skills Recover Action Plan November 2020 which sets out the Council's principles for supporting residents back into work and training which shall include any amendment or replace plan thereof
“Priority Groups”	Residents facing barriers into work including the unemployed, young people, care leavers, Residents with disabilities both physical and mental, women, people from Black, Asian and minority ethnic backgrounds, low earners, people over 50 and those who are digitally excluded
“Resident's Parking Bay”	A parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated;
“Resident's Parking Permit”	A parking permit issued by the Council allowing a vehicle to park in a Residents Parking Bay;
“Student Housing Management Company”	Either a company managing student accommodation and who is a member of a recognized accreditation scheme for the management of student accommodation (such as the ANUK Codes for accommodation owned or managed by educational establishments or other relevant standards) either managing the Student Accommodation Units itself or with a management partner
“Student Travel Plan Co-Ordinator”	A person appointed to liaise with the Council in the submission and agreement of the Student Travel Plan and on compliance therewith and to be responsible for promoting the Student Travel

	Plan to Occupiers of the Student Accommodation Units
"Student Travel Plan"	a plan: a) Setting out ways to encourage sustainable transport to and from the Student Accommodation Units b) Containing amongst other things the provision of welcome induction packs to Occupiers of the Student Accommodation Units containing public transport and cycling/walking information, available bus/rail/tube services, map and timetables in accordance with the London Plan policy and guidance
"Travel Plans"	The Student Travel Plan and the Commercial Travel Plan

2. VARIATIONS TO SCHEDULE TWO TO THE ORIGINAL SECTION 106 AGREEMENT

2.1 Schedule Two to the Original Section 106 Agreement (including the Annex) shall be DELETED and REPLACED with the following:

The Owner covenants with the Council as follows:	
1.1	Subject to paragraph 1.6 of this Schedule the Student Accommodation shall be used and occupied for no other purpose other than its authorised purpose as Student Accommodation

1.2	To use reasonable endeavours to complete the Nomination Agreement in respect of the majority of the Student Accommodation Units prior to Occupation of the Student Accommodation Units
1.3	Prior to the Occupation of the Student Accommodation Units to submit the Nominations Agreement or Agreements to the Council and, subject to Paragraph 1.5 of this Schedule not to Occupy or permit to be Occupied the Student Accommodation Units until the Council has received the Nominations Agreement or Agreements
1.4	In the event that despite the use of reasonable endeavours it has not been possible to enter into a Nominations Agreement at the point at which the Student Accommodation is complete and ready for Occupation then the Owner shall notify the Council of the failure to enter into a Nominations Agreement and provide the Council with an explanation as to why it has not been possible to enter into a Nominations Agreement
1.5	Subject to complying with paragraph Error! Reference source not found. the Owner shall be free to let the Student Accommodation Units to Students in the following Order of priority: 1.5.1 Students in full-time higher education at local higher education institutions; 1.5.2 Students in full-time higher education at other London higher education institutions with sustainable transport connections to the Property; 1.5.3 any other Students in full time higher education at a London higher education institution; or any other Student in full time higher education who can demonstrate a need to reside in London if no Student fulfilling the criteria in paragraphs 1.5.1 to 0 above can be found to Occupy such Unit

1.6	During the Academic Year the Student Accommodation Units shall only be occupied by Students but outside of the Academic Year the Student Accommodation may be used as accommodation for Students and any other use which is ancillary to their use as Student Accommodation (examples of such ancillary uses, amongst others, include providing accommodation for conference delegates, visitors, interns on university placements and students on short-term education courses) or such other use as may first be approved in writing by the Council PROVIDED THAT such occupation shall not constitute a material change of use from the use permitted under the Planning Permission
1.7	Prior to the Occupation of the Student Accommodation Units to pay the Affordable Housing Contribution to the Council and not to Occupy or to permit the Occupation of the Student Accommodation Units unless and until the Affordable Housing Contribution has been paid to the Council
1.8	The Council shall repay to the Owner all or any proportion of the Affordable Housing Contribution not spent on the delivery of Affordable Housing within the borough of Haringey within 10 years of the date of the payment of the Affordable Housing Contribution

3. VARIATIONS TO SCHEDULE THREE TO THE ORIGINAL SECTION 106 AGREEMENT

- 3.1 In Paragraph 1.6 of Schedule Three to the Original Section 106 Agreement the words “Error! Reference source not found” shall be DELETED and REPLACED with the number “14”
- 3.2 In paragraph 1.11 of Schedule Three to the Original Section 106 Agreement the words “paragraph 1.1.2” shall be DELETED and REPLACED with the words “paragraph 1.10”

- 3.3 In paragraph 5.2 and 5.3 of Schedule Three to the Original Section 106 Agreement the words “paragraph 5.1 and 5.2” shall be DELETED and REPLACED with the words “paragraph 5.1”
- 3.4 In paragraph 8.9.1 of Schedule Three to the Original Section 106 Agreement the words “paragraph 8.8” shall be DELETED and REPLACED with the words “paragraph 8.6”
- 3.5 In paragraph 8.9.2 of Schedule Three to the Original Section 106 Agreement the words “(if any)” shall be DELETED and the words “paragraph 8.7” shall be DELETED and REPLACED with the words “paragraph 8.8”

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

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

Authorised officer:

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

Director :

Signature of
Witness:

Name:
(Block Caps).....

Address:.....
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Occupation: