

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

and

(2) HERTIE LIMITED

and

(3) RIFCO PROPERTIES LIMITED

and

(4) CLARENDON ROAD PROJECTS LTD

AGREEMENT RELATING TO LAND KNOWN AS

25-27 Clarendon Road, London N8 0DD

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

DATED this 12th day of December2025

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) HERTIE LIMITED** (Company registration number 00295458) whose registered office is at 2527 Clarendon Road, Hornsey, London N8 0DD ("**First Owner**") of the second part
- (3) RIFCO PROPERTIES LIMITED** (Company registration number 01059189) whose registered office is at 2 Cranbourne Road, London N10 2BT ("**Second Owner**") of the third part
- (4) CLARENDON ROAD PROJECTS LIMITED** (Company registration number 13924121) whose registered office is at 10 Harmer Street, Gravesend DA12 2AX ("**Purchaser**") of the fourth part

RECITALS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- (B) The First Owner is the owner with freehold title absolute of part of the Property registered at the Land Registry under title numbers EGL233216.
- (C) The Second Owner is the owner with freehold title absolute of part of the Property registered at the Land Registry under title numbers EGL235923.
- (D) The Purchaser has agreed with the First Owner and the Second Owner to purchase the First Owner's and Second Owner's interests in the Property pursuant to a contract for sale and purchase dated 12 July 2022 as varied by a deed dated 28 September 2023.
- (E) J Group Construction Ltd whose registered office address is at 3a York Hill, Loughton, Essex IG10 1RL has applied to the Council for permission to develop

the Property in accordance with the Application and the First Owner and the Second Owner and the Purchaser as part of the Development has agreed to comply with the obligations, covenants and restrictions contained herein and the First Owner and the Second Owner and the Purchaser are 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.

- (F) 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 execution of this Agreement to grant the Planning Permission.
- (G) 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.
- (H) As the Local Highway Authority, the Council considers the Highway Works (as defined in the Fifth Schedule) to be in the public benefit pursuant to this Agreement and Section 278 of the 1980 Act.

OPERATIVE PARTS

NOW THIS DEED WITNESSETH as follows:-

1. ENABLING POWERS AND INTERPRETATION

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

Word or Expression	Meaning
"1972 Act"	the Local Government Act 1972;
"1974 Act"	the Greater London Council (General Powers) Act 1974;
"1980 Act"	the Highways Act 1980;

Word or Expression	Meaning
"2011 Act"	the Localism Act 2011;
"the Act"	the Town and Country Planning Act 1990;
"Agreement"	the Agreement herein evidenced by this deed;
"the Application"	the planning application seeking planning permission for the Development bearing reference HGY/2024/2279;
"Borough"	the administrative area of the London Borough of Haringey;
"Commencement"	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;
"the Development"	the demolition of existing buildings and delivery of a new co-living development (Sui Generis) and affordable workspace, alongside public realm improvements, soft and hard landscaping, cycle parking, servicing and delivery details and refuse and recycling provision in accordance with the documents submitted with the Application and the Planning Permission;
"Due Date"	the date upon which any payment due under any of the provisions of this Agreement is to be made;
"GLA"	the Greater London Authority or any successor in statutory function;

Word or Expression	Meaning
"Index"	the All Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the All Items Index of Retail Prices becomes no longer maintained and 'Indexation' shall be construed as set out in clause 7.3;
"Implementation"	occurs on and means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development (whether or not such operation is a lawful commencement of the Development) PROVIDED THAT for the purposes of this Agreement the carrying out of the following activities shall not comprise a material operation and shall not therefore constitute Implementation of the Development for the purposes of this agreement: (a) demolition and site clearance; (b) grounds investigation and any remedial works in respect of contamination; (c) site survey works; (d) construction of boundary fencing or hoardings; (e) construction of temporary accesses; (f) archaeological investigation; (g) display of site notices or advertisements; (h) diversion and laying of services; and references to "Implement" "Implemented" "Implementation" and "Implementation Date" or any

Word or Expression	Meaning
	other derivation of this term shall be construed accordingly;
"London Plan"	the London Plan published and adopted by the GLA in March 2021 as revised from time to time and "London Plan Policy" or "London Plan Policies" shall be construed as policies set out in the London Plan;
"Occupation Date"	the date on which any part of the Development (or any part or phase) is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of security, fitting out or marketing the Development (or any part or phase) and the terms "Occupy" and "Occupation" shall be construed accordingly;
"Occupier(s)"	any person or persons or organisations (whether incorporated or not) who occupy the Development (or any part thereof) at any time during the lifetime of the Development after the Occupation Date for the purposes set out in the Planning Permission excluding occupation for the purposes of security, fitting out or marketing the Development;
"the Owner"	the First Owner and the Second Owner each of which is jointly and severally liable for the performance of the Owner's covenants obligations undertakings and restrictions contained in this Agreement;
"the Parties"	the parties to this Agreement and their successors in title and the term Party shall be construed accordingly;

Word or Expression	Meaning
"Payment Form"	the form to be used by the Owner when making financial payments to the Council in accordance with this Agreement as set out in the Ninth Schedule;
"Planning Obligations Monitoring Officer"	an officer of the Council from time to time allocated to deal with and monitor all obligations;
"Plan 1"	the plan numbered 1 annexed in the First Schedule;
"the Planning Permission"	the planning permission for the Development granted pursuant to the Application;
"the Property"	the land and premises known as Unit 1, 21, 23, 25 and 27 Clarendon Road and Unit 2, 21-27 Clarendon Road, Hornsey, London N8 0DD registered at the Land Registry under title numbers EGL235923, and EGL233216 shown indicatively edged in red on Plan 1; and
"Working Days"	any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday.

- 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 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 A reference in this Agreement to a clause, paragraph or Schedule is a reference to a clause, paragraph or schedule to this Agreement unless expressly provided otherwise.

- 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 Agreement and shall not be taken into account in its construction or interpretation.
- 1.7 Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.8 Any obligation, covenant, undertaking or agreement by any Owner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.

2. TAKING EFFECT

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

3. APPLICATION OF ENABLING POWERS

- 3.1 It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act (save for clause 9) 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 the obligations in the Fifth Schedule (Highway Improvement Contributions and Highway Works) 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 Property (or the part of the Property to which such breach relates) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission shall be quashed or revoked or otherwise withdrawn or expires without prior Implementation.
- 3.6 The covenants restrictions and obligations in this Agreement shall not be binding or enforceable against any statutory undertaker carrying out its statutory functions and, subject to all obligations in the Schedules required to be discharged prior to or on Occupation of the Development having been discharged to the Council's satisfaction, after first Occupation of the Development against any:
- 3.6.1 any individual owner, lessee or occupier of a completed Residential Unit save for the obligations within paragraphs 3.2 and 7 of the Second Schedule; and
- 3.6.2 any individual owner, lessee or occupier of the Commercial Development or the Affordable Workspace and their mortgagee save for the obligations within paragraph 4.2 of the Second Schedule and the Eighth Schedule;

SAVE THAT any party acquiring an interest in the Property or any part thereof shall be bound by all subsisting breaches under the Agreement arising prior to the date of first Occupation or in respect of a party acquiring an interest by way

of registered legal charge or mortgage, the date possession of the Property (or part thereof) is taken.

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

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with and undertakes to the Council as follows:

4.1 General

4.1.1 Not to carry out continue or procure the Development without performing and observing (according to their respective terms) 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 if the Development is Implemented.
- 4.2 To observe and perform the obligations and restrictions set out in the Second Schedule (Travel Plan) the Third Schedule (Employment and Skills) the Fourth Schedule (Energy) and the Fifth Schedule (Highway Improvement Contributions and Highway Works) and the Sixth Schedule (Affordable Housing Contribution) and the Seventh Schedule (Viability Review) and the Eighth Schedule (Affordable Workspace).

5. COUNCIL'S COVENANTS

5.1 Purpose of Contributions

- 5.1.1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 5.1.2 If any sum or any proportion of a sum paid under this Agreement has not been expended for the purposes specified or agreed between the Owner and the Council within 10 years of the date of receipt of such sum by the Council then the Council shall repay the same to the person or entity that paid it within ten (10) working days of a demand.
- 5.1.3 Save in circumstances where clause 5.1.2 applies nothing herein shall oblige the Council to repay any sum or the proportion of any sum already

paid to the Council if the Development is Implemented but not progressed and no Completion Notice is issued.

5.2 Discharge of Obligations

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

6. NOTICE TO THE COUNCIL/OTHER MATTERS

- 6.1 The Owner shall give written notice to the Council no later than five Working Days prior to the date of Commencement and the date of Implementation specifying when Commencement or Implementation (as applicable) is anticipated to take place.
- 6.2 If the Owner fails to give written notice of the Implementation Date to the Council in accordance with the above the Due Date for the Contributions shall be the date the Planning Permission is issued.
- 6.3 The Owner shall give written notice to the Council no later than five Working Days prior to the date of construction of the Above Ground Works specifying when construction is anticipated to take place.
- 6.4 Within 7 (seven) days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application reference the date upon which any units or other parts comprised in the Development are complete and (subject to fit out) ready for Occupation.
- 6.5 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.

6.6 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 or pursuant to the dispute resolution provisions in clause 13 that a breach has not occurred then the Owner will be under no obligation to pay such costs charges and expenses.

6.7 Unless otherwise specified where any agreement consent approval confirmation or expression of satisfaction is to be obtained from any Party under the terms of this Agreement the Parties hereby agree that the same shall be in writing and not be unreasonably withheld or delayed.

7. PAYMENTS VAT AND INDEX LINKING

7.1 Payment of financial contributions pursuant to the terms of this Agreement shall be made by the Owner to the Council sending the full amount by direct bank transfer to the Council's bank account in accordance with the Payment Form (amended and issued to the Planning Obligations Monitoring Officer to record such payment as applicable) the Owner shall send the completed Payment Form to 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 and all Parties other than the Council shall pay and indemnify the Council against such value added tax properly payable on any sums paid to the Council under this Agreement and PROVIDED THAT 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 to the Owner in addition to the sum, payment or consideration due under this Agreement.

- 7.3 Any financial contributions referred to in this Agreement as payable under this Agreement shall be increased by a percentage equivalent to the percentage increase (if any) in the Index from the date of this Agreement to the date that the relevant contribution is paid.
- 7.4 All financial contributions costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time being charged from the Due Date until payment is made.

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

8. NOTICES AND SUBMISSIONS/APPROVALS

- 8.1 The provision of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice submission or approval or agreement to be served under or in connection with this Agreement.
- 8.2 Any such notice submission or approval shall be in writing and shall cite the clause and/or paragraph and/or Schedule to which it relates.
- 8.3 In the case of notice, acknowledgement or approval it shall be sent
- 8.3.1 to the Council and addressed to the London Borough of Haringey, Planning Obligations Monitoring Officer, quoting the planning reference number on the front page; and
 - 8.3.2 to any other party addressed to that party at the address at the beginning of the Agreement or to such other person or address as the Council may agree.
- 8.4 Any notice or approval or agreement from the Council shall be signed by a representative of the Council's Development Management Unit.
- 8.5 The Council and the Owner agree that where the submission or approval of documents and other details is required under this Agreement such submission or approval may be served or communicated by e-mail or other electronic means

but shall only be deemed received or served once a non-automatic receipt is received by the sender.

9. MONITORING AND LEGAL COSTS

The Owner agrees to pay the Council its:

9.1 monitoring costs of £43,800 no later than six months prior to Implementation of the Development (and at the same time as the submission of the Affordable Workspace Statement to the Council in accordance with paragraph 2.3 of the Eighth Schedule); and

9.2 its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of this Agreement.

10. REGISTRATION

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

10.2 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.

10.3 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.

11. WAIVER

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

11.2 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.

11.3 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.

12. 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).

13. 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 PROVIDED THAT nothing in this clause shall fetter the Council in exercising its discretion to enforce a restriction or requirement imposed under the obligations in clause 4 and Schedules by injunction) 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 with not less than 10 years post qualification experience 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 or Chartered Institute of

Housing or 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.

14. CHANGE IN OWNERSHIP

The Owner shall provide the Council with a certified copy (including a plan if appropriate and redacted as necessary to remove commercially sensitive or confidential information) 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 Residential Unit (as defined in paragraph 1.1 of the Second Schedule) or a 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.

15. 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.

16. CONFIRMATION OF INTEREST

The Owner hereby warrants and confirms that at the date of this Agreement apart from the Parties 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.

17. JURISDICTION

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

18. PURCHASER

The Purchaser acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this Agreement and that the interest in the Property held by the Developer shall take effect subject to this Agreement PROVIDED THAT the Developer shall have no liability under this Agreement unless and until it takes a freehold and/or leasehold interest in the Property at which point it will be bound both as a successor in title to the Owner and as an original party to the Agreement.

19. FUTURE MORTGAGEE

The covenants restrictions and obligations in this Agreement shall not be binding or enforceable against any party acquiring an interest in the Property or any part thereof by way of registered legal charge or mortgage, unless that party takes possession of the Property or any part thereof in which case it will be bound by the obligations in this Agreement to the extent of its interest in the Property or any part thereof but not further or otherwise.

FIRST SCHEDULE
PLAN 1



Principal Lawyer - Corporate Employment and Education

Application site



Rev	Date	Description
	2/6/7/04	Issues for Planning

Car	Chad	DT
	CR0303	PM
	0308	JULY 2022
	24th GAZ	As indicated

Clarendon Road
Site Location Plan A3

Project Origin Volume Level Type Role Number
CWG-PRP - ZZ - ZZ - DR - A - 2000
REV - PLANNING

PRP

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SECOND SCHEDULE

TRAVEL

1. DEFINITIONS

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

Expression	Meaning
“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);
“Car Club”	means a club operated by a Car Club Operator which residents of the Development and the general public may join and which makes cars available for hire to members either on a commercial or part-subsidised rate;
“Car Club Operator”	means a company that is accredited by CoMoUK to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing;
“Commercial Development”	means that part of the Development comprising the commercial (class E) floorspace shown indicatively coloured teal on drawing CWG-PRP-ZZ-00-DR-A-2100 Rev - annexed to this Agreement in Annex 1 to this Second Schedule;
“CoMoUK”	means the national charity promoting responsible car use;
“Commercial Travel Plan Monitoring Contribution”	the sum of £15,000 to be paid by the Owner to the Council as provided for in this Second Schedule in respect of the Council's costs of monitoring the Revised Commercial Travel Plan;

Expression	Meaning
“Considerate Constructor’s Code of Practice”	the code made pursuant to the Considerate Constructor’s Scheme and annexed to this Agreement in Annex 2 to this Second Schedule;

Expression	Meaning
“Construction Logistics and Management Plan”	means a plan which sets out the measures that the Owner will adopt in undertaking the demolition of the existing buildings at the Property and the construction of the Development using good site practices in accordance with the Considerate Constructor’s Code of Practice to ensure that the construction of the Development during the Construction Phase can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network which shall include (but not limited to): (a) routing of excavation and construction vehicles, including a response to existing or known projected major building works at other sites in the vicinity and local works on the highway; (b) the estimated number and type of vehicles per day/week; (c) estimates for the number and type of parking suspensions that will be required; (d) details of measures to protect pedestrians and other highway users from construction activities on the highway; (e) the undertaking of a highways condition survey before and after completion; (f) the implementation and use of the Construction Logistics and Community Safety (CLOCS) standard; (g) the applicant will be required to contact LBH Highways to agree condition on surveys; (h) site logistics layout plan, including parking suspensions, turning movements, and closure of footways; and (i) swept path drawings;

Expression	Meaning
“Construction Logistics and Management Plan Monitoring Contribution”	the sum of £15,000 to be paid by the Owner to the Council in respect of the Council’s costs of monitoring the Construction Management Plan and Construction Logistics Plan;
“Resident’s Parking Permit”	means a permit issued under the Traffic Management Order which permits the holder to park in accordance with the Traffic Management Order;
“Residential Units”	means the 222 co-living studio units of residential accommodation to be provided as part of the Development and “Residential Unit” shall be construed accordingly;
“Revised Commercial Travel Plan”	a revision of the Travel Plan in relation to the Commercial Development which shall be revised to incorporate measures to monitor and manage on-site car park usage with the objective of reducing the use of the private car for employee commuting and which is approved by the Council;
“Revised Residential Travel Plan”	a revision of the Travel Plan in relation to the Residential Units which shall be revised to incorporate measures to monitor and manage on-site car park usage with the objective of reducing the use of the private car by residents of the Development and their visitors and which is approved by the Council;
“Revised Residential Travel Plan Monitoring Contribution”	the sum of £15,000 to be paid by the Owner to the Council as provided for in this Second Schedule in respect of the Council’s costs of monitoring the Revised Residential Travel Plan;

Expression	Meaning
“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 £4,000 payable by the Owner to the Council to be pooled towards the costs associated with amending the Traffic Management Order and advertising the same which amendment shall remove the Development from those premises the residents of which may apply for a Resident’s Parking Permit;
“Travel Plan”	the draft travel plan prepared by RGP dated July 2024 in respect of Development and submitted with the Application;
“Travel Plan Co-Ordinator”	a person appointed to liaise with the Council in the submission and agreement of the Revised Commercial Travel Plan and Revised Residential Travel Plan and on compliance therewith and to be responsible for promoting the Revised Commercial Travel Plan and Revised Residential Travel Plan to Occupiers of the Development;
“Welcome Pack”	a set of guides and documents forming a welcome induction pack for Occupiers of the Development prepared by the Travel Plan Co-ordinator and approved by the Council that contains amongst other things details about available public transport and cycling/walking information, available bus/rail/tube services, map and time-tables.

2. TRAVEL PLAN MONITORING CONTRIBUTION

The Owner covenants with the Council as follows:

2.1 On or prior to Implementation pay to the Council the Construction Logistics and Management Plan Monitoring Contribution and the Commercial Travel Plan Monitoring Contribution and the Residential Travel Plan Monitoring Contribution and the Traffic Management Order Contribution;

2.2 Not:

2.2.1 Implement, cause or permit Implementation of the Development;

2.2.2 Occupy or cause or permit the Occupation of the Development or any part thereof; and

2.2.3 use or cause or permit the use of the Development or any part thereof for the purposes permitted by the Planning Permission;

until such time as the Council has received the Construction Logistics and Management Plan Monitoring Contribution and Commercial Travel Plan Monitoring Contribution and the Residential Travel 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.

3. **REVISED RESIDENTIAL TRAVEL PLAN**

The Owner covenants as follows:

3.1 No less than 6 (six) months prior to the anticipated Occupation Date of the Residential Units the Owner shall submit a draft of the Revised Residential Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Revised Residential Travel Plan the Owner shall before invoking the provisions of clause 13 have regard to the Council's reasonable reasons for such refusal and resubmit an amended draft Revised Residential Travel Plan having regard to the Council's reasonable reasons for refusal.

3.2 Not to Occupy or cause or permit Occupation of any part of the Residential Units unless and until the Revised Residential Travel Plan is approved and following approval of the Revised Residential Travel Plan, not to Occupy or cause or permit Occupation of any part of the Residential Units otherwise than in accordance with the Revised Residential Travel Plan approved by the Council.

4. REVISED COMMERCIAL TRAVEL PLAN

The Owner covenants as follows:

- 4.1 No less than 6 (six) months prior to the anticipated Occupation Date of the Commercial Development the Owner shall submit a draft of the Revised Commercial Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Revised Commercial Travel Plan the Owner shall before invoking the provisions of clause 13 have regard to the Council's reasonable reasons for such refusal and resubmit an amended draft Revised Commercial Travel Plan having regard to the Council's reasonable reasons for refusal.
- 4.2 Not to Occupy or cause or permit Occupation of any part of the Commercial Development unless and until the Revised Commercial Travel Plan is approved and following approval of the Revised Commercial Travel Plan, not to Occupy or cause or permit Occupation of any part of the Commercial Development otherwise than in accordance with the Revised Commercial Travel Plan approved by the Council.

5. TRAVEL PLAN CO-ORDINATOR

The Owner covenants with the Council:

- 5.1 to appoint the Travel Plan Co-Ordinator no less than 6 (six) months prior to the anticipated Occupation Date;
- 5.2 to ensure that the services of a Travel Plan Co-ordinator are secured for at least six years after the Occupation Date;
- 5.3 to inform the Council of the name and contact details of the Travel Plan Co-ordinator (or any replacement for the Travel Plan Co-ordinator appointed pursuant to paragraph 5.1) before the Travel Plan Co-ordinator is appointed;
- 5.4 not to Occupy or cause or permit Occupation of the Development before the appointment of the Travel Plan Co-Ordinator to the Council;

- 5.5 to ensure that each Occupier complies with the Revised Commercial Travel Plan and the Revised Residential Travel Plan (as may be amended from time to time in accordance with paragraph 5.6 of this Second Schedule) for the part of the Development that such Occupier occupies; and
- 5.6 that the Travel Plan Co-ordinator will for a minimum of 5 years work in collaboration with the Council to conduct annual reviews, within 5 Working Days of each anniversary of whichever is the sooner of 6 (six) months after the Occupation Date or Occupation of 50% of the Commercial Development or the Residential Units (as relevant), of the Revised Commercial Travel Plan and the Revised Residential Travel Plan and following such reviews use reasonable endeavours to secure such amendments to the Revised Commercial Travel Plan and/or the Revised Residential Travel Plan as may be reasonably required by the Council.

6. WELCOME PACK

- 6.1 No less than 3 (three) months prior to the anticipated Occupation of the Development the Owner shall submit a draft of the Welcome Pack to the Council for approval and in the event of any refusal by the Council to approve the Welcome Pack the Owner shall before invoking the provisions of clause 13 have regard to the Council's reasonable reasons for such refusal and resubmit an amended draft Welcome Pack having regard to the Council's reasonable reasons for refusal.
- 6.2 Not to Occupy the Development until and unless the Welcome Pack to be submitted to the Council pursuant to paragraph 6.1 of this Schedule has been approved by the Council in writing; and
- 6.3 To provide the Welcome Pack as approved by the Council to each Occupier of the Development immediately after such person or organisation shall take up Occupation.

7. RESTRICTION ON APPLYING FOR RESIDENTS PARKING PERMITS

- 7.1 The Property shall not be used and/or Occupied by anyone who has a Resident's Parking Permit save for the application of paragraph 7.5 of this Second Schedule.

7.2 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.

7.3 Prior to the Occupation of each Residential Unit each resident shall be informed by the Owner of the contents of this Agreement and that as a result they shall not be entitled to apply for a Resident's Parking Permit from the Council and any Disposal licence transfer lease or tenancy to any resident shall contain an obligation for the resident to comply with and raise no objection to the provisions of paragraphs 7.1 and 7.2 of this Second Schedule 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."

7.4 Any advertisement in relation to the marketing or sale of any Residential Unit within the Development is to include specific reference that the Development is subject to the restrictions in this paragraph 7 of the Second Schedule.

7.5 The restrictions in paragraphs 7.1 to 7.4 of this Second Schedule shall not apply in respect of any Occupier of the Development who is a Blue Badge Holder.

8. CAR CLUB

The Owner covenants with the Council:

- 8.1 To liaise with a Car Club Operator or use all reasonable endeavours to establish a Car Club in the vicinity of the Development;
- 8.2 To ensure that residents of the Development are offered free membership of a Car Club for a period of five years from the Occupation Date of their Residential Unit PROVIDED THAT during this five year period the Owner shall not be obliged to offer memberships to more than two (2) qualifying Occupiers of each Residential Unit.
- 8.3 To pay into the Car Club a credit of £100 per annum for a period of two years from the Occupation Date in respect of each Occupier qualifying for membership of the Car Club for each Residential Unit to the Occupiers of each Residential Unit up to a maximum of two (2).
- 8.4 For three years from the Occupation Date of each Residential Unit to provide marketing literature to the residents of that Residential Unit PROVIDED THAT this marketing literature shall include the incentives detailed in paragraphs 8.1 and 8.2 and 8.5 of this Second Schedule.
- 8.5 To provide evidence of compliance with the provisions of this paragraph 8 of this Second Schedule to the Council's Transportation Planning Team when asked to do so and not to Occupy or cause or permit Occupation until the Council has confirmed in writing that it is satisfied that if applicable the Car Club has been provided and all the related provisions in paragraph 8 of this Second Schedule have been complied with.
- 8.6 In the event that any Occupier of a Residential Unit notifies the Owner that instead of using the Car Club they will instead purchase a bicycle the Owner shall instead of providing the credit pursuant to paragraph 8.3 of this Second Schedule pay the Occupier the equivalent of that credit by way of voucher (to the value of at least £150) only due to the Residential Unit less any credit already paid for the purposes of purchasing a bicycle.

9. CONSTRUCTION LOGISTICS AND MANAGEMENT

- 9.1 Within 3 (three) months of Commencement the Owner shall submit a draft of the Construction Logistics and Management Plan to the Council for approval and in

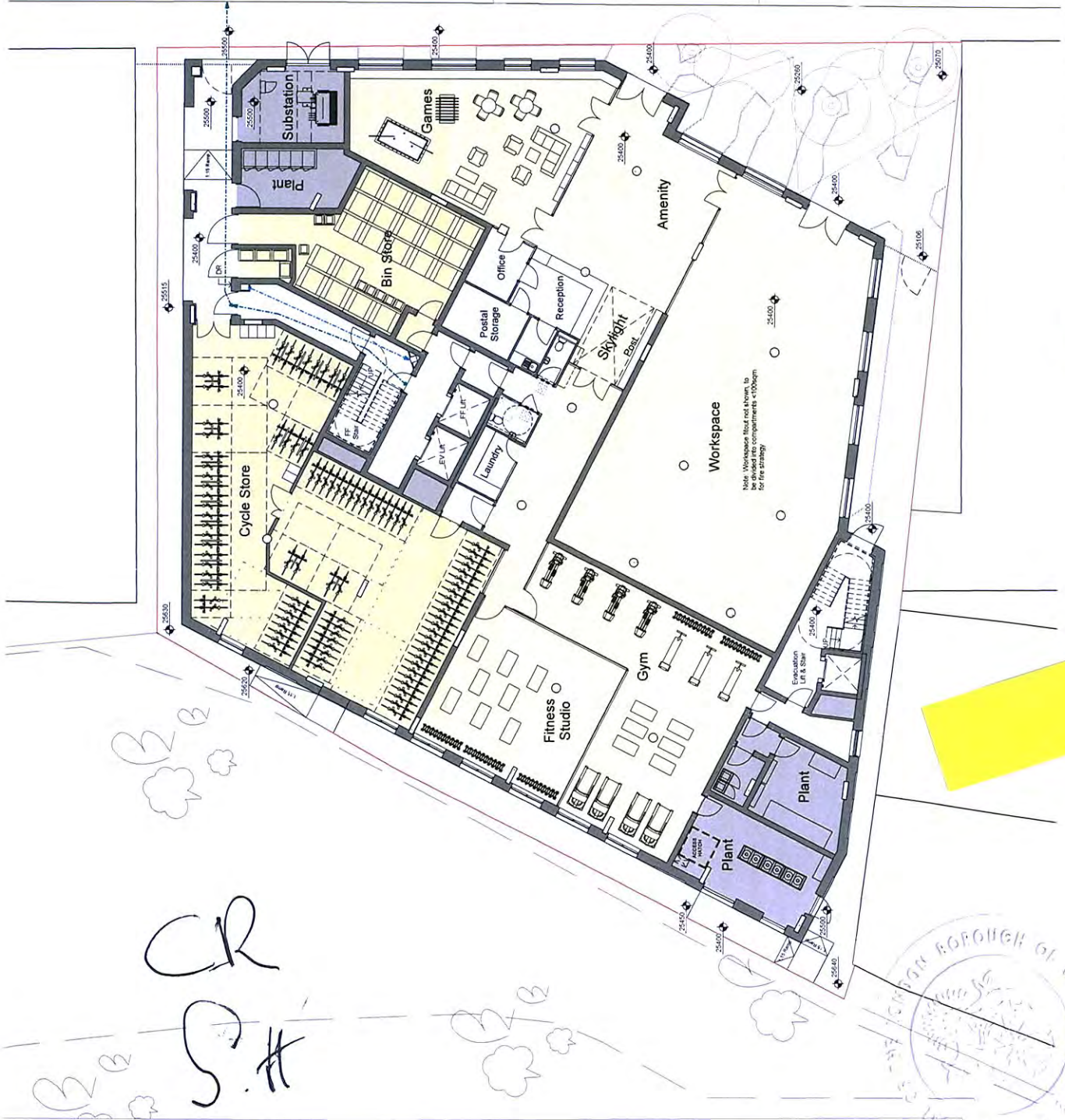
the event of any refusal by the Council to approve the Construction Logistics and Management Plan the Owner shall before invoking the provisions of clause 13 (dispute resolution) have regard to the Council's reasonable reasons for such refusal and resubmit an amended draft Construction Logistics and Management Plan having regard to the Council's reasonable reasons for refusal.

- 9.2 Not to construct or cause or permit the construction of the Development otherwise than in accordance with the Construction Logistics and Management Plan approved pursuant to paragraph 9.1 of this Second Schedule.

**ANNEX 1 TO THE SECOND SCHEDULE
COMMERCIAL DEVELOPMENT**

Legend

- ☐ Accessible
- ☐ Bin Store
- ☐ Commercial
- ☐ Cycle Store
- ☐ External Amenity
- ☐ Facilities management
- ☐ Premium Studio
- ☐ NATURAL SMOKE VENT
- ☐ Servicing and Plant
- ☐ Standard Studio
- ☐ Standard Studio
- ☐ WORKSPACE



Note: Workspace floor not shown, to be divided into compartments <100sqm for fire strategy

Project: CWG - PRP - ZZ - 00 - DR - A - 2100
Revision: 0.
Status: PLANNING

Clarendon Road
Ground Floor Plan

DT: 01
Checked: [Signature]
Date: JUL 2024
Scale @ A1: 1:100

Rev: 00
Description:
1. 2023/24: Work to Planning
2. 2023/24: Work to Planning
3. 2023/24: Work to Planning
4. 2023/24: Work to Planning
5. 2023/24: Work to Planning

Designed with reference to the surveys, information and reports listed
herein. The drawings are the property of the Council and are not to be
reproduced or used in any way without the written permission of the
Council.



Principal Lawyer - Corporate Employment and Education



ANNEX 2 TO THE SECOND SCHEDULE

CONSIDERATE CONSTRUCTORS CODE OF PRACTICE

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

EMPLOYMENT AND SKILLS

1. DEFINITIONS

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

Expression	Meaning
“Apprentice” or “Apprentices”	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 NVQ¹ level 2 or above and with a written contract to that effect and must be: • employed on a contract as an Apprentice pursuant to a written contract of employment; • working alongside experienced staff to gain job specific skills; and • attending college or an education or training provider as part of their Apprenticeship;
“Apprenticeship or Apprenticeships”	an industry-led training programme leading to a recognised qualification with a set of requirements used by training providers, colleges, and employers to ensure that all apprenticeship programmes are delivered consistently and to national standards²;
“Apprenticeship Support Contribution”	a financial contribution to support the recruitment process of Apprenticeships to be calculated on the basis of £1,500 per Apprentice employed (or should be employed according to the approved Employment

¹ More information about the government policy and guidance can be found at <https://www.gov.uk/government/publications/apprenticeships-guide-for-employers>

² More information about the government apprenticeship standards and fees can be found at <https://www.instituteforapprenticeships.org/>

Expression	Meaning
	and Skills Plan) during the Construction Phase of the Development;
“Assigned Officer”	the Council’s social value officer assigned by the Council to meet the requirements of the Inclusive Economy Team or such other officer notified from time to time;
“Completion Notice Date”	the date when the Council having received from the Owner pursuant to clause 6.4 written notification that the Development has been completed in accordance with the Planning Permission and ‘Completion Notice’ shall be construed as the written confirmation thereof issued by the Council;
“Construction Partnership”	strategic and operational forum(s) to shape future construction programmes, share ideas, best practice, and coordinate employment and skills activities as notified by the Council to the Owner from time to time;
“Construction Phase”	the period from the Implementation Date until the Completion Notice Date;
“Contractor”	the organisation or person that has contracted with the Owner to carry out the works to create the Development and where the context requires includes all sub-contractors and other professional and trades people and organisations whether employed directly by the Contractor or the Owner
“Employment and Skills Lead”	a dedicated resource (which for the avoidance of doubt could be an employee of the Owner or of a Contractor or an agent appointed by a Contractor to carry out the Development) identified to the Council pursuant to paragraph 6 below who will be

Expression	Meaning
	operationally responsible for the implementation, co-ordination and the delivery of the measures set out in the Employment and Skills Plan during the Construction Phase;
"Employment and Skills Plan"	the plan to be submitted to the Council and containing the information outlined under paragraph 2 below;
"Employment and Skills Service Providers"	a partnership of local organisations operating within the Borough to help coordinate, promote, and support Residents and other persons into training or employment opportunities as may be notified by the Council from time to time;
"Flexi-job Apprenticeship agency" or "Flexi-job Apprenticeship agencies"	organisations that recruit and employ apprentices and arrange placements with a variety of host businesses for the duration of an apprenticeship ⁷ ;
"Haringey Works Team"	the Council's team responsible for supporting Residents into training or employment opportunities and any successor team(s) that may exist from time to time;
"Inclusive Economy Team"	the Council's team responsible for policies, strategies and programmes related to an inclusive economy, which includes employment, skills development, and local business growth;
"London Living Wage"	the hourly rate which the Living Wage Foundation (or any alternative independent successor body approved in writing by the Council) determines is the

Expression	Meaning
	minimum rate required to cover the basic costs of living in the Borough ³ ;
“Resident”	a person who is resident in the Borough and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old and the term Residents shall be construed accordingly;
“Skills Contribution”	a financial contribution in the sum of £5,544 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 Commercial Development and not the Residential Units;
“Skills Training”	a training programme that is intended to provide unemployed Residents with the skills and qualifications to access jobs being created by the Development and consisting of work experience placements and a guaranteed interview (for suitable individuals) linked to planned jobs and employment outcomes ⁴ ;

³ More information can be found at <https://www.livingwage.org.uk/>;

⁴ For further information, visit <https://www.gov.uk/government/publications/sector-based-work-academies-employer-guide/sector-based-work-academies-employer-guide>

Expression	Meaning
“STEM and Career Education Activities”	programmes designed to develop long-term relationships with local organisations with the aim of working closely with them to deliver practical career education activities relevant to the construction industry including in Science Technology Engineering and Maths (STEM) and details of how the activities will be delivered, the format of such sessions to be agreed with the Inclusive Economy Team as part of the Employment and Skills Plan;
“Work Experience”	positions for students and learners based in the Borough to undertake work experience for a minimum of five (5) Working Days and a maximum of 20 hours per week; and
“Work Placements”	positions for Residents who are not in education or training to undertake work for a minimum of five (5) Working Days (35 hours) to include pre-employment placements.

2. **EMPLOYMENT AND SKILLS PLAN**

The Owner covenants with the Council as follows:

- 2.1 No later than twenty-eight (28) days prior to the anticipated Commencement, to submit (or procure that the Employment and Skills Lead submits) to the Council an Employment and Skills Plan for the Construction Phase of the Development to include a detailed construction programme, procurement schedule, recruitment protocols, local opportunities and labour histogram and timelines setting out how the Owner will achieve the following stipulations during the Construction Phase, and in the event of any refusal by the Council to approve the Employment and Skills Plan the Owner shall before invoking the provisions of clause 13 have regard to the Council’s reasonable reasons for such refusal and resubmit an amended Employment and Skills Plan having regard to the Council’s reasonable reasons for refusal:

- 2.1.1 the provision of not less than twenty percent (20%) of the workforce employed during the Construction Phase of the Development to comprise Residents each of whom shall be employed for a minimum of 26 weeks pursuant to a contract of employment;
- 2.1.2 the provision of Skills Training to the twenty-five percent (25%) of the Residents referred to in paragraph 2.1.1 of this Third Schedule;
- 2.1.3 the employment of full-time Apprenticeships to at least one Apprentice per £3 million development cost, up to maximum of 10% of the total construction workforce at its anticipated maximum provision on site, such Apprentices to be:
 - (a) nominated by Haringey Works Team;
 - (b) employed EITHER
 - (i) for a minimum of 26 weeks if recruited through Flexi-jobs Apprenticeship Training Agencies or
 - (ii) until completion of the Apprenticeship if recruited directly;
 - (c) paid at no less than London Living Wage; and
 - (d) supported in their training and qualification to a minimum of NVQ Level 2;
- 2.1.4 explaining how the Owner and any Contractor or any agent of any Contractor shall work exclusively with the Haringey Works Team and Employment and Skills Service Providers for any recruitment assessment screening testing and application support arrangements to maximise the employment and training opportunities for Residents including jobs and Apprenticeships arising from the Development during the Construction Phase SAVE THAT in the event that the Haringey Works Team or Employment and Skills Service Providers are not able to refer a Resident for a job or Apprenticeship within 10 Working Days from the date the vacancy 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;

- 2.1.5 the provision of Work Placements, the number of which to be agreed with the Assigned Officer having regard to the cost of constructing the Development;
- 2.1.6 the provision of Work Experience, the number of which to be agreed with the Assigned Officer having regard to the cost of constructing the Development;
- 2.1.7 provision of no fewer than five (5) STEM and Career Education Activities, the format of such sessions to be agreed with the Assigned Officer;
- 2.1.8 the provision of details of how the Employment and Skills Plan prevents discrimination against groups with protected characteristics in terms of the employment and skills development opportunities it facilitates and has regard to the specific demographic characteristics of Residents in its proposed activities including residents who experience barriers to employment such as rehabilitating young offenders, long term unemployed, homeless persons, care leavers and neuro diverse individuals;
- 2.1.9 how suppliers and businesses which are based in the Borough will be helped to tender for such works as may be appropriate for them to undertake, the purchase of products or services locally and or support locally based social enterprises including capacity building assistance through advice on business planning;
- 2.1.10 the provision to the Assigned Officer of such information as is reasonably required to ensure compliance with the approved Employment and Skills Plan (including but not limited to monthly monitoring data, case studies, supporting evidence and summaries of details of the above opportunities provided to Residents), such information to be provided to the Council directly by the Owner (or its agents or Contractors) in a format to be agreed by the Assigned Officer which may include the provision of information through an online portal as notified by the Council;

2.1.11 how the Owner shall use reasonable endeavours to obtain consent from all employees contractors and agents to ensure that the information required under paragraph 2.1.10 above can be provided to the Council in compliance with all data protection and other statutory requirements; and

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

2.2 Not to Commence or cause or permit Commencement unless and until the Employment and Skills Plan has been approved by the Council and not to carry out the Development otherwise than in accordance with the Employment and Skills Plan as so approved.

3. EMPLOYMENT AND SKILLS – OCCUPATION

No later than twenty-eight (28) days prior to Occupation of the Development to submit to the Council for its approval details of how the Owner and Occupiers of the Development (following the Construction Phase) shall work with the Assigned Officer to maximise the employment and training opportunities for Residents including jobs, work experience and apprentice positions arising from the Occupation of the Development and not to Occupy the Development until such details have been approved by the Council and the Development Occupied in accordance with those approved details.

4. APPRENTICESHIP SUPPORT CONTRIBUTION

The Owner shall not Implement or cause or permit Implementation unless and until the Apprenticeship Support Contribution has been received in full by the Council in accordance with clause 7.1.

5. SKILLS CONTRIBUTION

The Owner shall not Implement or permit Implementation until the Skills Contribution has been received in full by the Council in accordance with clause 7.1 of this Agreement.

6. EMPLOYMENT AND SKILLS LEAD

The Owner covenants with the Council as follows:

- 6.1 To commit a named senior level individual to act as the Employment and Skills Lead and to engage with the Assigned Officer any Construction Partnership and Haringey Works, including any Employment and Skills Service Providers to:
 - 6.1.1 meet the requirements of the approved Employment and Skills Plan, the Construction Partnership and the obligations set out in this Third Schedule; and
 - 6.1.2 to ensure efficient management and supply of Residents for employment and training opportunities for the Construction Phase 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.
- 6.2 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 Employment and Skills Lead.

7. MISSED TARGETS

- 7.1 In the event that the target set in paragraph 2.1.1 of this Third Schedule is not met in accordance with the approved Employment and Skills Plan then the Owner (whether personally or through the Employment and Skills Lead) shall meet with the Assigned Officer to review the approved Employment and Skills Plan to identify and agree measures to achieve the relevant target and such meeting to take place within 10 Working Days of the date of a written request from the Assigned Officer to meet.
- 7.2 Notwithstanding the review required by the preceding paragraph 7.1 in the event that the Council determines that the number of Residents to be employed in accordance with paragraph 2.1.1 of this Third Schedule and the approved Employment and Skills Plan cannot be achieved then the Owner shall pay to the Council a sum of £2,800 per Resident not so employed to fund measures to

support the training and employment of Residents who experience difficulties and barriers in securing employment and such amount shall be paid in accordance with clause 7.1 and within 15 Working Days of receipt of written demand from the Council.

- 7.3 In the event that the Council determines that the number of Apprenticeships has not been delivered in accordance with paragraph 2.1.3 of this Third Schedule and the approved Employment and Skills Plan then the Owner shall pay a sum of £13,000 per full time Apprentice not employed in accordance with paragraph 2.1.3 of this Third Schedule to the Council to support Apprenticeships and such amount shall be paid in accordance with clause 7.1 and within 15 Working Days of receipt of written demand from the Council.

8. INFORMATION TO BE SUPPLIED

The Owner shall;

- 8.1 state clearly in tender documentation, prior to selecting a Contractor, that the obligations under this Third Schedule must be complied with by such Contractor and any sub-contractor and that they shall be required to engage with the Council in respect of the performance of those obligations; and
- 8.2 inform any applicable leaseholders and Occupiers of the Development of Haringey Works and relevant partnerships to secure employment opportunities for Residents at the Development and use all reasonable endeavours to procure that occupying businesses promote such opportunities.

FOURTH SCHEDULE

ENERGY AND DEN

1. DEFINITIONS

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

Words and Expressions	Meanings
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“Above Ground Works”	works in the course of the construction of the Development pursuant to the Planning Permission which are situated above slab level;
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“Approved Document”	the document approved by the Secretary of State to give practical guidance on common building situations about how to meet the requirements of the Building Regulations 2010 (as amended) and provisions that must be followed exactly, as required by regulations or methods of test or calculation approved by the Secretary of State;
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“Approved Metering Strategy”	the strategy to be approved by the Council pursuant to condition 28 of the Planning Permission;
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“Automatic Meter Reading Device(s)”	the technology of automatically collecting consumption, diagnostic, and status data from water meter or energy metering devices;
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“Be Seen Guidance”	the London Plan guidance document entitled “‘Be Seen’ energy monitoring guidance” published by the Mayor of London dated September 2021 and includes any subsequent amended or substituted version thereof;
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Words and Expressions	Meanings
“Additional Carbon Offsetting Contribution”	the Carbon Offsetting Contribution calculated after the approval of the Sustainability Review <u>LESS</u> the Base Carbon Offsetting Contribution;
“Base Carbon Offsetting Contribution”	50% of the Carbon Offsetting Contribution derived from the approved Energy Plan;
“Carbon Offsetting Contribution”	the sum (subject to Indexation from the date that the Energy Plan is approved by the Council until the date when the Carbon Offsetting Contribution or part thereof is paid) calculated at the Carbon Offsetting Rate to be applied to the shortfall (if any) in achieving the Carbon Reduction Target at the Development to be applied by the Council in the implementation of projects to reduce carbon emissions in the Borough and in London to offset the proposed shortfall in meeting London Plan policy;
“Carbon Offsetting Rate”	the sum of £2,850 per tonne of carbon dioxide plus a 10% (ten percent) management fee;
“Carbon Reduction Target”	a 100% reduction in carbon emissions from a Part L of Schedule 1 to the Building Regulations 2010 (as amended by the Building Regulations etc. (Amendment) (England) Regulations 2021) (Approved Document L Volume 1: Dwellings 2021 edition) compliant building calculated in accordance with the Energy Performance Guidance;
“DEN”	a district energy network that will serve the Development and/or the surrounding area;

Words and Expressions Meanings

“DEN Connection Costs” 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;

“DEN Connection Notice”

a notice provided by the DEN Provider to the Owner specifying that it proposes to implement the DEN, and which shall include the following details:

- a) the anticipated programme for implementation of the DEN and connection to the DEN (to be no more than 10 years from the date of this Agreement);
- b) a business plan demonstrating a credible and viable proposal for the implementation of the DEN and for the future operation of an associated energy supply company, in accordance with the programme set out at (a) above, including a funding strategy (provided that the DEN Provider shall not be required to share such information unless the Owner agrees to maintain the confidentiality of such information);
- c) proposed commercial terms for the supply agreement governing the supply of heat by the DEN to include (without limitation) tariff arrangements and other costs, DEN operational practices, standards of service/availability for the heat supply; any conditions attached to or obligations upon the Owner in relation to the supply of heat;
- d) a proposed DEN connection agreement which shall include technical details of the physical

Words and Expressions Meanings

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 and undertaking connection works;
- g) proposed arrangements and mechanisms to allow the DEN Provider access to the DEN within the Property (such arrangements to be on reasonable terms and for a peppercorn consideration);
- h) confirmation that the DEN Provider has all necessary consents and authorisations to issue the DEN Connection Notice and further has the necessary approvals for the business case for the implementation of the DEN and establishment of the associated energy supply company; and
- 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 and the DEN Provider shall reimburse the Owner for the cost of carrying out such works from the DEN Connection Costs;

“DEN Design”

the design for the agreed connection works and the design for any works required within the Property to connect the DEN directly to the

Words and Expressions Meanings

Development, each to be in accordance with the DEN Specification;

“DEN Feasibility Study” study commissioned by the Owner to assess the feasibility and financial viability of connecting to the DEN and the relative environmental performance of the Development with and without such a connection and if applicable how the Development will be connected to the DEN which shall include details and an assessment of the following:

- (a) confirmation of the heat loads of the Development (so that the DEN Provider can assess if the DEN is capable of providing sufficient heat to the Development);
- (b) the costs and technical feasibility associated with installing such plant, equipment and/or infrastructure at the Development to facilitate the physical connection to the DEN in line with the Council's proposal and the DEN Connection Costs;
- (c) whether the DEN Provider's proposed terms for the connection and supply agreement are fair and reasonable by reference to the technical performance criteria, costs and supply availability of the on-site heating solution and those that can be obtained on the market, having regard to the intention that the Owner shall be able to deduct the Carbon Offsetting Contribution from the DEN Connection Costs if the Development connects to the DEN; and

Words and Expressions Meanings

(d) any requirement for consultation with the Occupiers of the Development under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with Occupiers;

“DEN Provider”

the Council or a developer 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”

the specification to be agreed between the Owner and the Council (in consultation with the DEN Provider) setting out details of how the Development will accommodate the possibility of future connection between the Development and the DEN which shall be based on the Future DEN Connection Zone;

“Energy Performance Guidance”

the London Plan (2021) (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (April 2020);

“Energy Plan” or as approved, the “Approved Energy Plan”

a review of the Energy Strategy by the Owner to be submitted to the Council for approval in accordance with this Agreement and Condition 14 of the Planning Permission and containing information relating to the Development’s energy requirements and performance and how these will be met and shall comprise the details required by condition 28 of the Planning Permission and in addition:

Words and Expressions Meanings

- a) details of the supply of heat and energy to the Development;
- b) information regarding the performance of the Development's energy proposals and how these will be met including how the Development will comply with Energy Performance Guidance to achieve the Carbon Reduction Target;
- c) the amount and calculation of the Carbon Offsetting Contribution (if applicable) anticipated from the data in the submitted Energy Plan;
- d) unless it has already been agreed that the Development will connect to the DEN, details of a Low Carbon Heating Plan;
- e) details of how the delivery of the Low Carbon Heating Plan are safeguarded until such point as a decision is made on connecting to the DEN; and
- f) confirmation that the Future DEN Connection Zone is designed to enable connection of the Development to the DEN to include appropriate drawings demonstrating that this route identifies any sub-ground obstacles and that they are or will be removed or avoided;

"Energy Plan Review Costs"

the Council's reasonable and proper costs incurred in reviewing the submitted Energy Plan including the costs of any independent consultant engaged by the Council to review and verify the Energy Plan;

Words and Expressions	Meanings
“Energy Strategy”	the energy & sustainability statement prepared by Integration dated 13 November 2024 submitted to the Council as part of the Application;
“Excluded DEN Costs”	the following costs that may be incurred by the Owner: a) financial payments that the Owner is required to make under the terms of this Agreement (including the DEN Connection Costs); b) the impact on the value of the Property granting easements (in the event that such easements are agreed between the Parties acting reasonably as being necessary) in accordance with the approved Energy Plan; c) the costs (including professional costs) of negotiating the DEN Connection Notice, the DEN Design, easements and any other agreements required for connection to the DEN; and d) any costs associated with paragraph 2.5 below;
“Future DEN Connection Zone”	the zone identified for future DEN pipework to connect the Development and each Unit to the DEN shown coloured pink on plan annexed to this agreement in the Fourth Schedule;
“Low Carbon Heating Plan”	a detailed plan required to be submitted as part of the Energy Plan which sets out alternative permanent arrangements for supplying heat to the entire Development in the event that the

Words and Expressions Meanings

Development does not connect to the DEN including:

- a) details of any modifications required to the design of the Development to ensure there is sufficient space to accommodate this arrangement;
- b) any temporary arrangements to heat the Development in advance of the proposed permanent solution;
- c) the amount and calculation of the Carbon Offsetting Contribution associated with this option;

“Sustainability Review” an assessment to be provided by the Owner in writing for the approval of the Council in accordance with this Agreement and the Planning Permission which shall include an as built detailed energy assessment of the Development prepared in accordance with the Energy Performance Guidance and Council policies which:

- a) explains and provides evidence to demonstrate whether or not the Development has been constructed and completed in accordance with the approved Energy Plan and in particular whether the Carbon Reduction Target has been met at the Development;
- b) explains and provides evidence to demonstrate whether or not the Development

Words and Expressions Meanings

	following Occupation complies with London Plan and Council policies;
	c) re-calculates and explains the amount of the Carbon Offsetting Contribution (if any) having regard to the data available and supplied as part of this review; and
	d) provides evidence to support (a) to (c) above including but not limited to photographic evidence, air tightness test certificates and as-built energy performance certificates; and
	e) such other information reasonably requested by the Council; and
“Sustainability Review Costs”	the Council’s reasonable and proper costs incurred in reviewing the submitted Sustainability Review including the costs of any independent consultant engaged by the Council to review and verify the Sustainability Review.

2. DEN

- 2.1 The Parties agree and acknowledge that the Council fully intends to develop the DEN either directly or indirectly and wishes to ensure that the Development can connect to the DEN in the future, notwithstanding that at the date of this Agreement there is no programme for such connection to take place nor any available details of the commercial terms of such connection.
- 2.2 The Owner shall not carry out Above Ground Works until the DEN Specification has been agreed between the Owner and the Council (in consultation with the DEN Provider).
- 2.3 The Owner shall ensure the Development is carried out having regard to the DEN Specification and the possibility of a future connection to take a heat supply from the DEN to serve the heat demands of the future Occupiers of the Development

PROVIDED THAT the Owner shall not be obliged to (but may if it agrees with the DEN Provider to do so) incorporate any design requirements requested by the DEN Provider which did not form part of the Application.

2.4 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:

- 2.4.1 formulating and agreeing a DEN Specification;
- 2.4.2 engaging with the DEN Provider on the terms of the DEN Provider's proposed DEN Connection Notice (if any) and providing a view on whether or not the terms are acceptable and whether the Owner intends to connect to the DEN;
- 2.4.3 unless otherwise agreed with the Council, meeting the DEN Provider twice per year from the date of this Agreement to discuss the terms of any proposed DEN Connection Notice;
- 2.4.4 providing such information relating to the categories set out within the definition of DEN Feasibility Study as the DEN Provider may reasonably request, PROVIDED THAT the DEN Provider may not make more than one such request per quarter;

AND PROVIDED FURTHER THAT the Owner's obligations in this paragraph 2.4 of this Schedule shall cease on service of the DEN Connection Notice or upon the approval of a DEN Feasibility Study which concludes that connection to the DEN is not feasible or not financially viable.

2.5 The Owner shall use reasonable endeavours to negotiate suitable supply and connection agreements and arrangements and mechanisms to allow the DEN Provider access to the Property (and where appropriate each Unit) with the DEN Provider 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 2.11 below are met AND PROVIDED FURTHER THAT the Owner's obligations in this paragraph shall

cease upon the approval of a DEN Feasibility Study which concludes that connection to the DEN is not feasible or not financially viable.

- 2.6 The Owner covenants with the Council that the Development shall be constructed in accordance with the DEN Specification and to enable the DEN Provider to carry out the future retrofit of such equipment as may be reasonably anticipated (at the time of this Agreement) to be necessary for facilitating a future connection to the DEN in a manner consistent with the structural design of the Development.
- 2.7 Subject to paragraph 2.14 below if at any time the DEN Provider procures the installation of the DEN and the DEN has sufficient capacity to serve the needs of the Development, the DEN Provider may serve upon the Owner a DEN Connection Notice.
- 2.8 Prior to Occupation of the Development or in the event that the DEN Provider serves a DEN Connection Notice (whichever shall be the earlier) the Owner shall submit to the Council a DEN Feasibility Study (as approved, the "Approved DEN Feasibility Study") in writing for the approval of the Council (in consultation with the DEN Provider) PROVIDED THAT the DEN Feasibility Study shall be deemed to be approved if the Owner has not received the Council's written approval or written refusal of the DEN Feasibility Study within three months of the Council having confirmed receipt of an adequate and complete submission to the Council.
- 2.9 The Owner shall provide the DEN Feasibility Study and any further information or documentary evidence reasonably requested by the Council in relation to the DEN Feasibility Study accurately and in good faith (and shall bear its own costs in the production of the DEN Feasibility Study).
- 2.10 If the Approved DEN Feasibility Study shows that it is feasible and financially viable to connect the Development to the DEN and the DEN Provider has served a DEN Connection Notice and the Owner agrees to connect to the DEN, then the Owner shall:

- 2.10.1 pay the DEN Connection Costs to the Council or the DEN Provider (if nominated by the Council) less any Additional Carbon Offsetting Contribution or Base Carbon Offsetting Contribution already paid;
 - 2.10.2 use reasonable endeavours to agree the DEN Design with the Council and the DEN Provider (if nominated by the Council) (as approved, the "Approved DEN Design");
 - 2.10.3 enter into the necessary agreement to confirm connection and use all reasonable endeavours to connect to the DEN in accordance with the Approved DEN Feasibility Study and Approved DEN Design within a reasonable period following the Council's approval of an Approved DEN Feasibility Study;
 - 2.10.4 connect the Development with the DEN in accordance with the agreement reached between the Owner and the DEN Provider; and
 - 2.10.5 and upon connection to the DEN the obligations/measures to protect the future implementation of the Low Carbon Heating Plan shall cease.
- 2.11 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:
- 2.11.1 The Owner shall not be required to do anything that would:
 - (a) result in heat being provided to the Development (and/or the Occupiers thereof) on commercial terms that are considered excessive or materially higher than the cost of the provision of heat by the approved Low Carbon Heating Plan by 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) as compared with the approved Low Carbon Heating Plan taking into account any difference in the Carbon Offsetting Contribution between the DEN Heating Plan and the Low Carbon Heating Plan;

- (c) require the Owner to carry out any works or incur any expenditure beyond the DEN Connection Costs and for the avoidance of doubt this shall include (without limitation) any works or costs relating to any 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);

2.11.2 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) inclusive of the definition of DEN Connection Notice are or will be satisfied in respect of the DEN; and

2.11.3 The DEN Provider shall be responsible for carrying out the connection works and for procuring the connection of the Development to the DEN and any internal pipework required to connect the DEN to each Unit, such that a heat supply is available to the Development from the DEN.

2.12 That the Owner shall not permit any Occupation of the Development unless that Occupation (whether by lease or licence) is subject to a covenant on behalf of the Occupier requiring it to engage in good faith with the DEN Provider in relation to the possibility of connection to the DEN when available.

2.13 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 an occupier successfully challenges the connection arrangements through the First Tier Tribunal procedures then the Owner shall be under no obligation to connect the Development to the DEN and the obligations in this paragraph 2 shall cease to have effect.

2.14 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 to 2.14 of this Schedule.

2.15 If:

2.15.1 the Approved DEN Feasibility Study shows that it is not feasible and/or not financially viable to connect the Development to the DEN; or

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

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

then except for paragraph 2.16 of this Second Schedule the provisions of this paragraph 2 shall cease to have effect and shall no longer apply.

2.16 Where the Development does not connect to the DEN the Low Carbon Heating Plan approved as part of the Energy Plan shall be implemented.

3. **ENERGY PLAN**

The Owner covenants with the Council as follows:

3.1 No less than three (months) months prior to the anticipated carry out of any Above Ground Works to submit the Energy Plan to the Council for approval and in the event of any refusal by the Council to approve the Energy Plan the Owner shall before invoking the provisions of Clause 13 pay regard to the Council's reasonable reasons for such refusal and shall resubmit the Energy Plan as amended having regard to the Council's reasonable reasons for refusal until approved by the Council (the "**Approved Energy Plan**").

3.2 Not to carry out any Above Ground Works until the Energy Plan has been approved by the Council pursuant to paragraph 3.1 of this Fourth Schedule.

- 3.3 Unless the Development connects to the DEN in accordance with paragraph 2 above not to carry out or Occupy the Development except in accordance with the most recently Approved Energy Plan.
- 3.4 To provide any information or documentary evidence reasonably requested by the Council in relation to the Energy Plan accurately, in good faith and as soon as practicable and in any event within 10 (ten) Working Days of such a request.
- 3.5 To reimburse the Council the Energy Plan Review Costs insofar as the same are incurred in reviewing the submitted Energy Plan and pay those costs to the Council within 21 Working Days of a demand therefor.
- 3.6 If the Approved Energy Plan shows that the Carbon Reduction Target is not expected to be met at the Development then the Owner shall pay the Base Carbon Offsetting Contribution to the Council in accordance with clause 7.1 before carrying out any Above Ground Works.

4. **SUSTAINABILITY REVIEW**

- 4.1 After the Completion Notice Date but before the Occupation Date the Owner shall submit the Sustainability Review to the Council for approval and in the event of any refusal by the Council to approve the Sustainability Review the Owner shall before invoking the provisions of Clause 13 pay regard to the Council's reasonable reasons for such refusal and shall resubmit the Sustainability Review as amended having regard to the Council's reasonable reasons for refusal until approved by the Council (the **"Approved Sustainability Review"**);
- 4.2 The Owner shall reimburse the Council the Sustainability Review Costs insofar as the same are incurred in reviewing the submitted Sustainability Review and pay those costs to the Council within 21 Working Days of a demand therefor.
- 4.3 If the Approved Sustainability Review shows that the Carbon Reduction Target has not been met at the Development the Owner shall pay the Additional Carbon Offsetting Contribution (if the Additional Carbon Offsetting Contribution is more than zero) to the Council in accordance with clause 7.1 before Occupation.

- 4.4 Unless otherwise agreed with the Council the Owner shall not Occupy or cause or permit Occupation or use of the Development unless and until the Council has:
- 4.4.1 approved the Sustainability Review in accordance with paragraph 4.1 of this Fourth Schedule; and
 - 4.4.2 it has received payment of the Additional Carbon Offsetting Contribution (if any) in accordance with paragraph 4.2 of this Fourth Schedule.
- 4.5 If the Council and the Owner cannot agree the Sustainability Review or the amount of the Additional Carbon Offsetting Contribution pursuant to this paragraph then clause 13 shall apply.

5. 'BE SEEN' ENERGY PERFORMANCE INDICATORS

- 5.1 In this paragraph the terms 'energy performance indicators' and 'Reportable Unit' have the meanings given in the Be Seen Guidance.
- 5.2 The Owner shall:
- 5.2.1 not carry out or cause or permit to be carried out any Above Ground Works until the verified energy performance indicator estimates for each Reportable Unit of the Development in accordance with the Be Seen Guidance have been submitted through the GLA's dedicated portal;
 - 5.2.2 install Automatic Meter Reading Devices in the Development as required by paragraph 6 below;
 - 5.2.3 submit updated and verified energy performance indicator estimates in accordance with the Be Seen Guidance to the GLA through its dedicated portal and shall not Occupy or cause or permit the Occupation of the Development until those estimates have been submitted.
- 5.3 One year after the Occupation Date and on each anniversary of this date thereafter for a period of 5 years the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators for each reportable unit of the Development in accordance with the Be Seen Guidance to the GLA via its dedicated portal and where the actual performance differs from

the estimated performance, identify the causes and take the necessary mitigation measures to improve performance to the Council's reasonable satisfaction.

6. METERING STRATEGY

- 6.1 On or prior to Occupation of any part of the Development the Owner shall ensure that Automatic Meter Reading Devices required by the Approved Metering Strategy are installed and in operation at the Development and provide the Council with evidence to demonstrate that this paragraph has been complied with and not to Occupy or permit the Occupation of any part of the Development until the Automatic Meter Reading Devices have been installed and are in operation.

ANNEX TO THE FOURTH SCHEDULE

FUTURE DEN CONNECTION ZONE



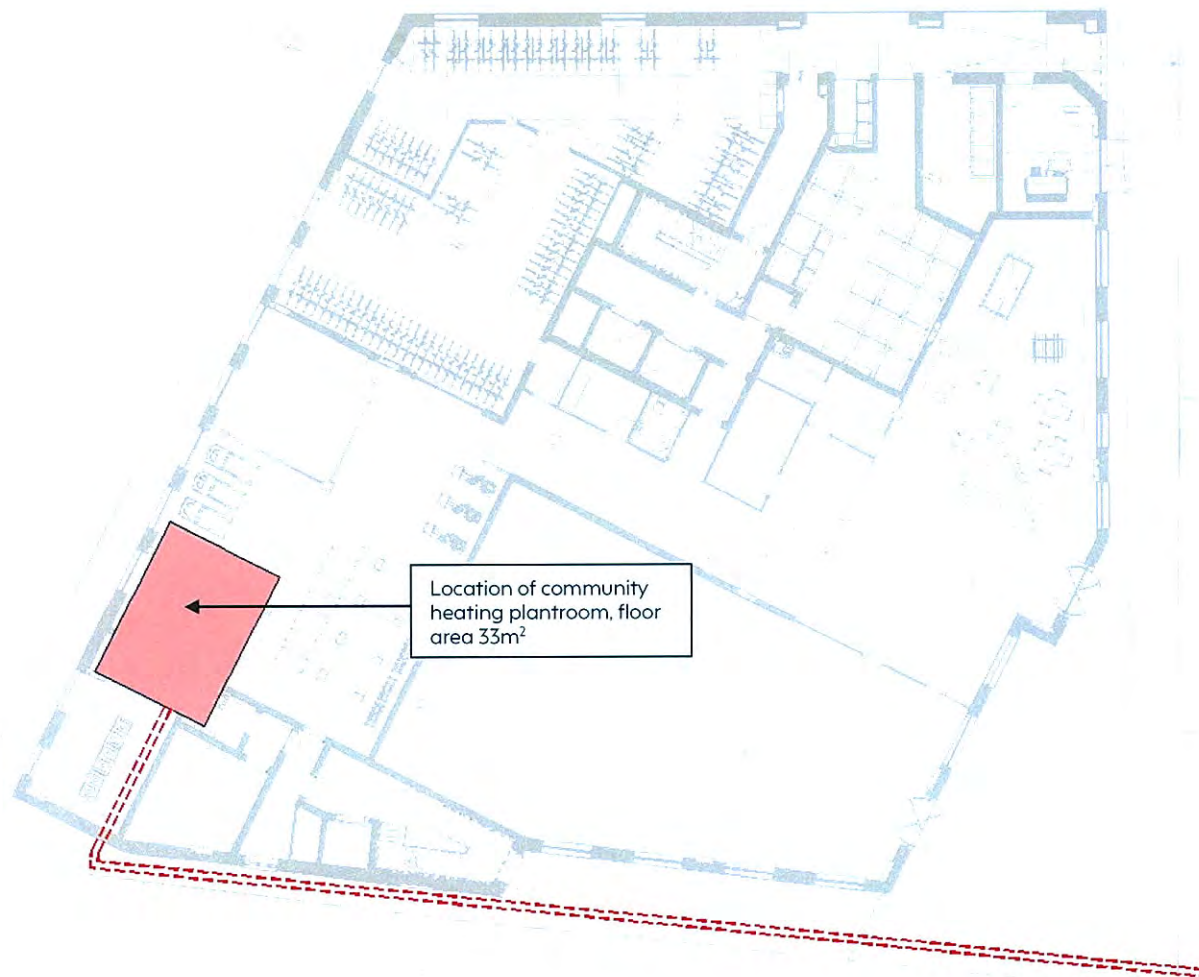


Figure C2: Plan showing indicative heat network connection route to central plant


Principal Lawyer - Corporate Employment and Education



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**FIFTH SCHEDULE
HIGHWAY IMPROVEMENT CONTRIBUTIONS
AND HIGHWAY WORKS**

1. DEFINITIONS

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

Word or Expression	Meaning
“Highway Works”	the works on (but not limited to) Mary Neuner Road and Clarendon Road comprising (but not limited to) the following: 1. new inset car parking bays with the provision of a new wheelchair accessible car parking space with electric vehicle charging facility, type of EV charge to be agreed with the highway authority; 2. new raised entry treatment of the junction of Clarendon Road to facilitate the increase in pedestrian traffic including tactile paving; 3. new street trees and repaving of the footways fronting the Property in line with the agreed pallet of material approved for Mary Neuner Road and Clarendon Road; 4. reinstatement of the footways and footway improvement works; 5. measures for street furniture relocation; 6. carriageway markings;

Word or Expression	Meaning
	7. access and visibility safety requirements; and 8. improved pedestrian infrastructure.
“Highway Works Specification”	a detailed technical specification including detailed drawings prepared in line with the indicators in the Council’s Healthy Streets document showing the location and extent of the Highway Works and lighting improvements, construction details together with Stage 1 and 2 road safety audit and existing conditions surveys.
“the Land”	the land forming part of the Development and known as the land to be dedicated as public highway shown indicatively edged in red on the plan annexed to this Agreement in the annex to this Fifth Schedule.
“Parking Management Contribution”	a contribution towards the review of the existing parking measures and the implementing of traffic management measures and on street parking enforcement measures on the roads surrounding the Development in the sum of £20,000 ONLY.
“Temporary Highways Specification”	a detailed technical specification including detailed drawings showing the location and extent of any temporary highways and associated traffic orders.

2. THE CONTRIBUTIONS

The Owner covenants with the Council as follows:

- 2.1 On or prior to Implementation of the Development to pay to the Council the Parking Management Contribution;

2.2 Not to:

- 2.2.1 Implement, cause or permit Implementation of the Development;
- 2.2.2 Occupy or cause or permit the Occupation of the Development or any part thereof; and
- 2.2.3 use or cause or permit the use of the Development or any part thereof for the purposes permitted by the Planning Permission;

until such time as the Council has received the Parking Management Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7.

3. TEMPORARY HIGHWAYS SPECIFICATION

3.1 The Development shall not be Implemented until

- 3.1.1 a Temporary Highways Specification has been submitted to and approved by the Council; and
- 3.1.2 the Council has received all costs, including associated traffic order costs, incurred by the Council in relation to the implementation of the temporary highways in the approved Temporary Highways Specification, in full by direct bank transfer to the Council's bank in accordance with clause 7.

3.2 It is agreed between the Parties that the provisions of clause 13 shall not apply in respect of any failure or refusal of the Council to approve any submitted Temporary Highways Specification and that as Highway Authority responsible for maintaining the highway after the temporary highways have been implemented the approval of the Temporary Highways Specification must be at the absolute discretion of the Council PROVIDED THAT nothing in this paragraph 4.2 shall permit the Council to extend the scope of the temporary highways following approval of the Temporary Highways Specification.

4. HIGHWAY WORKS

4.1 The Owner shall not carry out Above Ground Works until

4.1.1 a Highway Works Specification has been submitted to and approved by the Council; and

4.1.2 an agreement made pursuant to Sections 38 and 278 of the 1980 Act has been entered into ensuring that the Highway Works in accordance with the Highway Works Specification are to be completed and the Land dedicated as highway maintainable at public expense in accordance with the provisions of that agreement.

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

4.3 It is agreed between the Parties that the provisions of clause 13 shall not apply in respect of any failure or refusal of the Council to approve any submitted Highway Works Specification and that as Highway Authority responsible for maintaining the highway after the Highway Works have been completed the approval of the Highway Works Specification must be at the absolute discretion of the Council PROVIDED THAT nothing in this paragraph 4.3 shall permit the Council to extend the scope of the Highway Works.

ANNEX TO THE FIFTH SCHEDULE
LAND DEDICATED AS HIGHWAY MAINTAINABLE AT PUBLIC EXPENSE



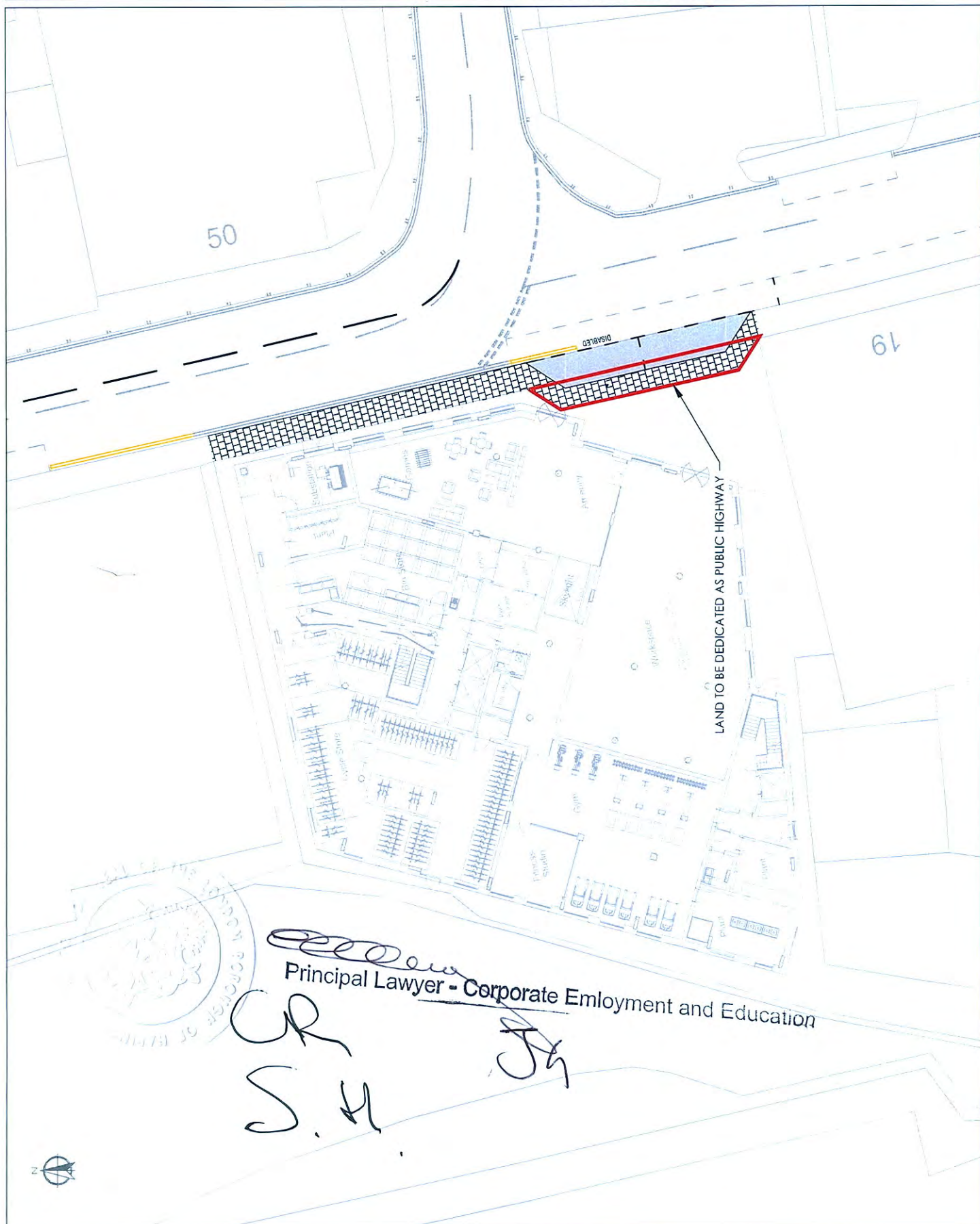
These different methods have been proposed for the purpose of determining the degree of similarity between two sets of data. A detailed design description, or a conceptual design, or a design captured in a form that is not intended for engineering and the methods which involve an individual or a team are available in a report.

This model is based on information received from Citicorp's Specialty Services, Inc., a member of New York City's Citicorp Group, Inc., the Controller of New York City's Department of Social Services.

Magistrate Sullivan Office c/o Citicorp/Citynight
Attention Number AL 00001723, P.O.P. accept no liability for any information given with this date.

[illegible]

Address	J Group Ltd	
Postcode	25-27 Clarendon Road, London N8 0DD	
Telephone	Land to be dedicated as Public Highway	
Reference	2024/7756/013	11
Time	12:50	A3



SIXTH SCHEDULE

AFFORDABLE HOUSING CONTRIBUTION

1. DEFINITIONS

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

Expression	Meaning
"Affordable Housing Contribution"	the sum of £1,250,000 to be paid by the Owner to the Council for the provision of offsite affordable housing.

2. AFFORDABLE HOUSING CONTRIBUTION

The Owner covenants with the Council as follows:

- 2.1 On or prior to Implementation pay to the Council 50% of the Affordable Housing Contribution;
- 2.2 Not to:
- 2.2.1 Implement, cause or permit Implementation of the Development until such time as the Council has received 50% of the Affordable Housing Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7;
 - 2.2.2 Occupy or cause or permit the Occupation of the Development or any part thereof until such time as the Council has received the remainder of the Affordable Housing Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7; and
 - 2.2.3 use or cause or permit the use of the Development or any part thereof for the purposes permitted by the Planning Permission until such time as the Council has received the remainder of the Affordable Housing Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7.

SEVENTH SCHEDULE VIABILITY REVIEW

1. DEFINITIONS

- 1.1 In this Seventh Schedule in addition to the definitions in clause 1.1 and the Second and Sixth Schedules the following words and expressions have the following meanings:

Expression	Meaning
“Additional Affordable Housing Contribution”	means any surplus profit as calculated in accordance with Formula 1B from the Council’s assessment of the information to be submitted pursuant to paragraph 2.10 of this Seventh Schedule to be paid by the Owner to the Council for the provision of offsite affordable housing pursuant to paragraph 2.15 of this Seventh Schedule and subject to being no more than the Affordable Housing Cap;
“Affordable Housing Cap”	means the financial equivalent of 40% of the Residential Units being provided as Affordable Housing or if Public Subsidy is used 50% of the Residential Units as Affordable Housing and shall be the maximum sum payable as an Additional Affordable Housing Contribution whilst taking into account the affordable housing contribution;

Expression	Meaning
"Build Costs"	means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Owner's quantity surveyor, costs consultant or agent but for the avoidance of doubt build costs exclude: (i) professional, finance, legal and marketing costs; (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and (iii) any costs arising from Fraudulent Transactions;
"Component"	means a part of the Development including but not limited to: (a) Residential Units; (b) Commercial Development; (e) any other floorspace; (f) property; and (g) land;
"Development Viability Information"	means (a) in respect of Formula 1b: (i) Early Stage Review GDV; and (ii) Early Stage Review Build Costs; and including in each case supporting evidence to the Council's reasonable satisfaction;

Expression	Meaning
“Disposal”	means: a) the Sale of a Component(s) of the Development; b) the grant of a lease of a Component of the Development; or c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development; ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly;
“Early Stage Review”	means an assessment of the viability information relating to the Development carried out at the Early Stage Review Date and in accordance with this Seventh Schedule to determine whether any Additional Affordable Housing Contribution is to be paid as calculated in accordance with Formula 1b;
“Early Stage Review Build Costs”	means the sum of: a) the estimated Build Costs remaining to be incurred; and b) the Build Costs actually incurred at the Early Stage Review Date;
“Early Stage Review Date”	means the date of the submission of the Development Viability Information pursuant to paragraph 2.10 of the Seventh Schedule;

Expression	Meaning
“Early Stage Review GDV”	means the sum of: a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable);
“External Consultant”	means the external consultant(s) appointed by the Council to assess the Development Viability Information;
“Force Majeure”	any circumstance not within a party's reasonable control including: a) Acts of God, flood, drought, earthquake or other natural disaster; b) Epidemic or pandemic; c) Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; d) Nuclear chemical or biological contamination or sonic boom; e) Any law or action taken by a government or public authority including imposing an export or import restriction quota or prohibition of raling to grant a necessary licence or consent; or f) Industrial action or lockouts in the construction industry;

Expression	Meaning
“Formula 1b”	means the formula identified as "Formula 1b" within the Annex to this Seventh Schedule;
“Fraudulent Transaction”	means: a) a transaction the purpose or effect of which is to artificially reduce the Early Stage Review Actual GDV and/or artificially increase the Early Stage Review Actual Build Costs; or b) a Disposal that is not an arm's length third party bona fide transaction;
“Market Value”	means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Early Stage Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming: (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

Expression	Meaning
“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;
“Sale”	means: a) the sale of the freehold of a Component; or b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent and "Sold" shall be construed accordingly;
“Substantial Implementation	means the construction of the ground floor slab in respect of one of the buildings at the Development;
“Substantial Implementation Target Date”	means the date 24 months from but excluding the date of grant of the Planning Permission; and
“Transfer”	means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and "Transferred" shall be construed accordingly.

2. **EARLY VIABILITY REVIEW**

Early Viability Review Trigger

- 2.1 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.

- 2.2 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.
- 2.3 In the event of a Force Majeure which directly affects the Owner's ability to commence or continue the Substantial Implementation, the Substantial implementation Target Date shall be postponed until such time that the Force Majeure event long longer subsists, provided that the Owners shall use reasonable endeavours to take precautions to prevent or minimise the impact of Force Majeure on the Substantial Implementation.
- 2.4 Following the Owner's notification pursuant to paragraph 2.1 of this Seventh Schedule, 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.
- 2.5 No later than 20 (twenty) Working Days after the Council receives:
- a) notice pursuant to paragraph 2.1 of this Seventh Schedule; or
 - b) if the Council makes a request under paragraph 2.1 of this Seventh Schedule, 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.

2.6 If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then this paragraph 2 of this Seventh Schedule shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 2.5 of this Seventh Schedule 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 dispute to an expert for determination pursuant to clause 13.

2.7 In the event that:

2.7.1 the Council has notified the Owner pursuant to clause 2.4 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or

2.7.2 the expert appointed pursuant to clause 13 confirms that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;

the obligation to undertake an Early Stage Review shall not apply.

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

a) the Council has notified the Owner pursuant to paragraph 2.5 of this Seventh Schedule that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;

b) the Council has notified the Owner pursuant to paragraph 2.13 of this Seventh Schedule that no Additional Affordable Housing Contribution is required to be paid; or

c) If the Council notifies the Owner pursuant to paragraph 2.13 of this Seventh Schedule that an Additional Affordable Housing Contribution is

required and that Additional Affordable Housing Contribution has been paid pursuant to paragraph 2.15 of this Seventh Schedule.

Submission of Development Viability Information and other information

2.9 Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 2.5 of this Seventh Schedule or the expert pursuant to clause 13):

- 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 paragraph 2.5 of this Seventh Schedule 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;
 - 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 Additional Affordable Housing Contribution can be paid; and
- b. paragraphs 2.10 to 2.16 of this Seventh Schedule shall apply.

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

2.10 The Council shall assess the information submitted pursuant to paragraph 2.9 of this Seventh Schedule and assess whether in its view Additional Affordable Housing 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.

2.11 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2.9 of this Seventh Schedule.

- 2.12 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 an Additional Affordable Housing Contribution is to be paid in accordance with Formula 1b.
- 2.13 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2.10 of this Seventh Schedule, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Contribution is required to be paid.
- 2.14 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 dispute to an expert for determination pursuant to clause 13.
- 2.15 If the Council's assessment pursuant to paragraph 2.10 of this Seventh Schedule or the expert appointed pursuant to clause 13 concludes that a surplus profit is available for the payment of an Additional Affordable Housing Contribution in accordance with Formula 1b the Owner shall not Occupy the Residential Units until the Additional Affordable Housing Contribution has been paid in full by direct bank transfer to the Council's bank in accordance with clause 7.
- 2.16 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2.10 of this Seventh Schedule including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.

ANNEX TO THE SEVENTH SCHEDULE

VIABILITY FORMULAS

DEFINITIONS

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

Expression	Meaning
“Application Stage Build Costs”⁵	means £34,947,980 being the estimated cost of demolition, construction, external works and assumed contingency allowance in respect of the Development;
“Application Stage GDV”⁶	means £63,609,489 being the estimated gross development value of the Development which takes into account any Public Subsidy; and
“Target Return”	means profit on value of 15.19% per cent being the blended profit of the Residential Units and any other Component of the Development as a percentage of gross development value.

FORMULA 1b (Surplus profit available for additional affordable housing contribution)

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

Where:

A = Early Stage Review GDV (£)

B = Application Stage GDV (£)

⁵ This is "D" in Formula 1b.

⁶ This is "B" in Formula 1b.

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 GDV 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 GDV (if negative this shall be £0).

EIGHTH SCHEDULE AFFORDABLE WORKSPACE

1. DEFINITIONS

- 1.1 In this Eighth Schedule in addition to the definitions in clause 1.1 and paragraph 1.1 of the Second Schedule the following words and expressions have the following meanings:

Expression	Meaning
“Affordable Workspace”	means the lettable floorspace on the ground floor of the Development comprising 231 square metres based on gross internal area of Use Class E(g)(i) (office) as shown indicatively edged blue on drawing CWG-PRP-ZZ-00-DR-A-2103 Rev – and titled ‘Affordable Workspace’ annexed to this Agreement in Annex 2 to this Eighth Schedule or such other area as the Council shall approve in writing (such approval not to be unreasonably withheld or delayed);

Expression	Meaning
“Affordable Workspace Lease”	means every lease and/or licence to occupy between the Owner and an Affordable Workspace Occupier which shall be in the form agreed as part of the approval of the Affordable Workspace Statement which shall include but shall not be limited to the following clauses: a) Affordable Workspace Occupier shall be permitted to occupy the Affordable Workspace on flexible terms such as for short periods with no or low deposit, on a rolling contract (where practicable) and for the Affordable Workspace Occupier only to terminate its occupation of the Affordable Workspace on short notice; b) the amount of the Affordable Workspace Rent shall be subject to yearly inflationary rent reviews after an initial three year period in accordance with the Index; c) granting the Affordable Workspace Occupier rights to use any communal elements of and gain access to the Affordable Workspace; and d) use of the Affordable Workspace only as any use within Use Class E(g)(i) Office;

Expression

**“Affordable Workspace
Occupier”**

Meaning

means any person or small to medium enterprise that is willing to let floorspace in the Affordable Workspace in accordance with the terms of the Affordable Workspace Lease with priority to be given to businesses (including charities and social enterprises) and professionals that have potential to create local job growth (such as those in sectors that are growing), local businesses at risk of displacement due to construction of new developments and all local residents;

Expression	Meaning
“Affordable Workspace Rent”	means either 75% of: (a) the local market rent based on the net internal area of floorspace at the time when the initial Affordable Workspace Rent is agreed as part of the approval of the Affordable Workspace Statement increasing annually in accordance with the Index and plus the Affordable Workspace Service Charge SAVE THAT any increase in the Service Charge shall be no more frequently than annually in accordance with the Index; or (b) local market licence rate for all inclusive membership rates in workspaces at the time when the initial Affordable Workspace Rent is agreed as part of the approval of the Affordable Workspace Statement increasing annually in accordance with the Index;

“Affordable Workspace Service Charge”

means a service charge to be paid by an Affordable Workspace Occupier SUBJECT TO Fair Usage and which must be based on actual demonstrable costs and includes but is not limited to:

- (a) a fair proportion of the costs associated with the structure of the building as a whole and services provided to the building as a whole, including but not limited to the maintenance, repair and security of the building and any gardens, as well as the cleaning and lighting of the building;
- (b) a fair proportion of the costs associated with the entrance to and internal common parts of the building over which the Affordable Workplace Occupier shall have rights (as shown on the affordable workspace plan in Annex 2 to this Eighth Schedule) but not any costs associated with the internal common parts of the building over which Affordable Workplace Occupier will not have rights; and
- (c) a fair proportion of the reasonable costs associated with the reasonable use and maintenance of the Affordable Workspace and the communal facilities available to the Affordable Workspace Occupier including:

Expression	Meaning
	• 24/7 access to the Affordable Workspace; • access control system for secure fob-activated access; • a passenger lift and a goods lift for equipment; • access to a communal kitchen; • WC and shower facilities; • bookable conference rooms; • a dedicated event & hire space with tenants receiving preferential rates; • the use of the office furnishings and communal business equipment i.e. photocopier, printer etc; • high speed internet; • lighting, heating and hot water; • security; • secure cycle storage facilities; - and • cleaning;

SAVE THAT any increases in the service charge shall not be greater than the Index;

Expression	Meaning
“Affordable Workspace Statement”	means a statement to be provided by the Owner to the Council for its written approval which shall include: i) detailed plans showing the internal layout of the Affordable Workspace; ii) a draft form of the Affordable Workspace Lease detailing terms on which the Affordable Workspace shall be let; iii) confirmation of the amount of the initial Affordable Workspace Rent; iv) confirmation of the amount of the initial Affordable Workspace Service Charge; v) how the Affordable Workspace will be marketed to prospective Affordable Workspace Occupiers prioritising people who live or work or businesses based within or employing people living in the Borough or other local connections; vi) details regarding operational management, business support, social value activities and community benefits; vii) details regarding local market rent; viii) details of local market license rate for all-inclusive membership rates in workspaces; and ix) any other information reasonably requested by the Council;

Expression	Meaning
“Fair Usage”	where such services including but not limited to gas, electricity, lighting, heating and hot water are included in the Affordable Workspace Service Charge, the Affordable Workspace Occupier is to ensure that usage is not excessive and stays within reasonable allowances;
“Specification”	the specification for the Affordable Workspace as set out in Annex 1 to this Eighth Schedule;
“Use Class”	a use class identified in Part A of Schedule 2 to the Town and Country Planning (Use Classes) Order 1987 (as amended); and
“Workspace Return”	a written report provided to the Council every twelve (12) months in perpetuity detailing and recording the information set out in Annex 3 to this Eighth Schedule.

2. AFFORDABLE WORKSPACE

The Owner covenants with the Council as follows:

- 2.1 Not to Occupy or cause or permit Occupation of more than 50% of the Residential Units unless and until the construction of the Affordable Workspace at the Commercial Development has been constructed by the Owner (at its own cost) in accordance with the Planning Permission and Specification to the written satisfaction of the Council;
- 2.2 Not to occupy the Affordable Workspace unless the Owner has provided satisfactory evidence to the Council that the Affordable Workspace has been offered to the following types of business to rent at or below the Affordable Workspace Rent to:

- 2.2.1 Wood Green-based business (with priority to innovation-led creative businesses);
 - 2.2.2 Haringey-based business (including charities, social enterprises);
 - 2.2.3 future-facing innovation led businesses; and
 - 2.2.4 to professionals living in Wood Green.
- 2.3 No later than six months before Implementation of the Development to submit an Affordable Workplace Statement to the Council for approval and in the event of any refusal by the Council to approve the Affordable Workplace Statement to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Affordable Workplace Statement as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation of the Affordable Workspace until the Council approves the Affordable Workplace Statement ("the **Approved Affordable Workplace Statement**").
- 2.4 Not to Implement, cause or permit Implementation of the Development unless and until the Affordable Workspace Statement to be submitted to the Council pursuant to paragraph 2.3 of this Schedule has been approved by the Council in writing.
- 2.5 Not to Occupy or cause or permit Occupation of the Affordable Workspace from the Occupation Date otherwise than in accordance with the Approved Affordable Workplace Statement (as may be amended from time to time in accordance with paragraph 2.7) at or below the Affordable Workspace Rent for a period of thirty (30) years and for the avoidance of doubt the Affordable Workspace Rent shall be the rental amount paid by all users of the Affordable Workspace from first Occupation of the Affordable Workspace including where the Affordable Workspace is managed and operated by a workspace operator.
- 2.6 To provide the Council with a copy of the Affordable Workspace Lease(s) for the floorspace in the Affordable Workspace entered into between the Owner and any Affordable Workspace Occupier and to confirm the amount of business rates payable (after a year and then yearly at the Councils discretion) immediately

following completion thereof for the purposes of enabling the Council to verify compliance with paragraph 2 of this Eighth Schedule.

- 2.7 To work in collaboration with the Council to conduct annual reviews of the Approved Affordable Workplace Statement and following such reviews to make such amendments to the Approved Affordable Workplace Statement as may be required by the Council.
- 2.8 To carry out and comply with the Approved Affordable Workplace Statement (as may be amended from time to time in accordance with paragraph 2.6 of this Eighth Schedule).
- 2.9 To comply with any reasonable steps requested by the Council in the event that the Council is not satisfied that paragraph 2 of this Eighth Schedule has been fully complied with.
- 2.10 To provide the Planning Obligations Monitoring Officer with the Workspace Return every 12 (twelve) months following first Occupation of the Affordable Workspace during the continued operation of the Development from the Occupation Date.
- 2.11 No individual Workspace Occupier shall or be permitted to Occupy more than 20% of the Affordable Workspace.
- 2.12 Not to Occupy or cause or permit Occupation of the Affordable Workspace from the Occupation Date otherwise than under an Affordable Workspace Lease.
- 2.13 That an Affordable Workspace Occupier shall not be a person appointed by the Owner to manage and/or operate the Affordable Workspace including entering into an Affordable Workspace Lease with Affordable Workspace Occupiers.
- 2.14 To ensure the Affordable Workspace is made accessible to all members of the public living or working within the local community.

ANNEX 1 TO THE EIGHTH SCHEDULE

SPECIFICATION

General:

The Council's desired end result is good value workspace providing small to medium enterprises a platform from which to expand and create new employment opportunities.

The minimum specifications for the workspace are as outlined below.

Specification/s:

The Affordable Workspace should be well-lit, modern accommodation with flexibility for either open plan 'hot-desking' or more compartmentalised modes of occupation and include the following specifications:

- The Affordable Workspace will be finished to a standard that will allow for immediate occupation including secure entrance(s), heating, lighting, kitchenette(s), furnishings, fixtures, equipment and w/c facilities such that it is turn key for Affordable Workspace Occupiers who will not need to invest in any fit out.
- The Affordable Workspace is to be fully enclosed with perimeter walls, windows and doors installed. It will be wind and watertight and all elements of outside walls and roofs, where relevant, will be complete.
- All internal walls are to be suitably finished for an office environment.
- The Affordable Workspace is to be mechanically or naturally ventilated.
- All electricity, water and telecommunications services are to be supplied to the affordable workspace
- All drainage is to be installed and connected.
- The Affordable Workspace will comply with all relevant accessibility and fire regulations.

The Affordable Workspace will comply with the relevant Building Regulations insofar as they apply to shell space.

**ANNEX 2 TO THE EIGHTH SCHEDULE
AFFORDABLE WORKSPACE PLAN**



5

to be listed.

Principal Lawyer - Corporate Employment and



ANNEX 3 TO THE EIGHTH SCHEDULE WORKSPACE RETURN

At the appropriate stage, the Council shall provide the form to be completed with details of, but without limitation, the following:

1. How many businesses/organisations are currently operating from the affordable workspace?
2. Which sectors are these businesses/organisations from?
3. How long has each business/organisation been operating from the workspace for and how much do they pay per month including all service charges and what does this cover in terms of floorspace, desk space, use of meeting rooms and business support services?
4. How many people do each of the businesses employ and where do the employees live?
5. The name of the business(es) or organisation(s) occupying the Affordable Workspace
6. The sector/field within which the business or organisation operates;
7. Length of time that the operations have been carried out;
8. Monthly fee(s) including service charges that are levied;
9. Amount of floorspace included in the membership;
10. Services and amenities available to business or organisation as part of membership;
11. Support services received by the business or organisation as part of membership;
12. Number of employees and whether they are Haringey residents or not.



NINTH SCHEDULE

PAYMENT FORM

1. Your name:
2. Your bank account name:
3. Your bank and branch
name and address:
4. Your Sort Code:
5. Your account number:
6. Amount to be transferred to the Council:

£.....
7. The Legal Agreement to which the payment relates:

.....
8. The Contributions being paid pursuant to the abovementioned Legal Agreement:

.....
.....
.....

NOTES

The Council's Bank details are:

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

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

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

IN WITNESS whereof the Parties have executed this Agreement 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:



.....
Authorised Officer Principal Lawyer - Corporate Employment and Education

EXECUTED AS A DEED by **HERTIE LIMITED**

acting by a director

), S. Hartley

.....
In the presence of:

.....
(Witness signature)

Witness name:

Jonathan Gerber
Senior Consultant
SBP Law
52 - 54 Carter Lane
EC4V 5EF

Address:

Occupation:

SOLICITOR

EXECUTED AS A DEED by RIFCO PROPERTIES LIMITED

acting by a director

C. J. St

In the presence of:

..... (witness signature)

Witness name:

Address:

Senior Consultant
SBP Law
52 - 54 Carter Lane

Jonathan Gerber
Senior Consultant
SBP Law
52 - 54 Carter Lane
EC4V 5EF

Occupation:

Solicitor

EXECUTED AS A DEED by CLARENDON ROAD PROJECTS LIMITED)

acting by a director

JOHN GULSTON

In the presence of:

..... (witness signature)

Witness name: RUTH THOMAS

Address: 40 ROK Goodman 69 CARTER LANE
LONDON EC4V 5EF.

Occupation: SOLICITOR.

California
State Board of
Education
1982-83
School Year

State Board of
Education
1982-83
School Year