

DATED 31 August

2022



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

**and**

**(2) LENDLEASE (HIGH ROAD WEST) LIMITED**

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**AGREEMENT RELATING TO LAND KNOWN AS**

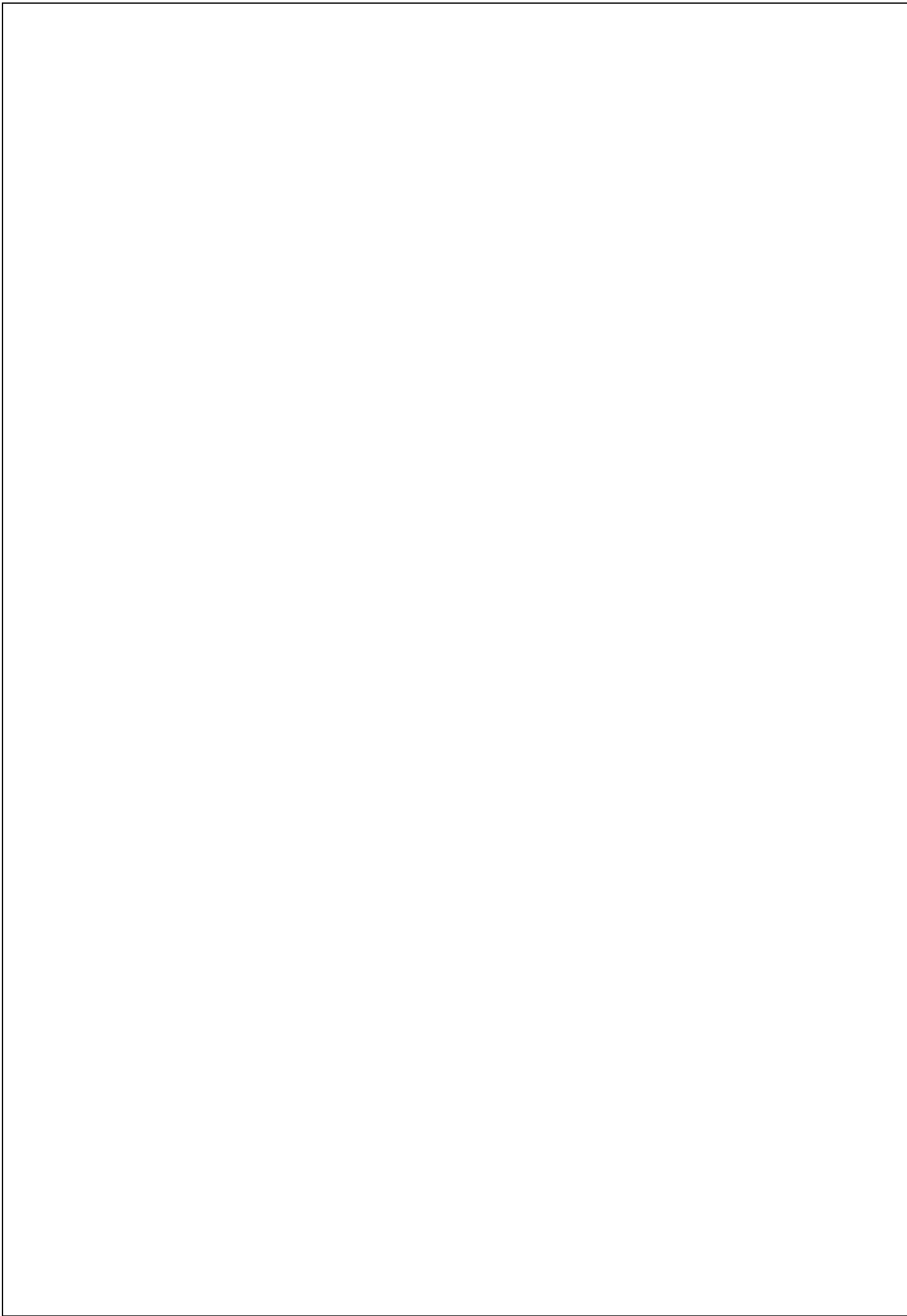
**HIGH ROAD WEST, LONDON N17**

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

---

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Alexandra House  
10 Station Road  
Wood Green  
London N22 7TR

Legal Ref: LEG/PP/68212  
Planning Ref: HGY/2021/3175



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DATE Thirty First August 2022

## **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) **LENDLEASE (HIGH ROAD WEST) LIMITED** of 20 Triton Street, London, UK, NW1 3BF ("Developer") of the second part

## **WHEREAS**

- I. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- II. The Developer has an equitable interest in part of the Property by virtue of having entered into commercial terms with the Council outside of this Agreement.
- III. The Developer has applied to the Council for permission to develop the Property in accordance with the Application and as part of the Development has agreed to comply with the obligations, covenants and restrictions contained herein and the Developer is willing to enter into this Agreement pursuant to the provisions of section 106 of the Act and section 16 of the 1974 Act and all other enabling provisions in order to facilitate the Development.
- IV. 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 completion of this Agreement to grant the Planning Permission.
- V. The Council and the Developer agree that the obligations in this Agreement are in the interests of the proper planning of the Council's administrative area and meet the tests of planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended) , being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.
- VI. As the Local Highway Authority, the Council considers the Highway Works to be in the public benefit pursuant to this Agreement and Section 278 of the 1980 Act.

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

### **1. Enabling Powers and Interpretation**

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

<b>Expression</b>	<b>Meaning</b>
"1972 Act"	the Local Government Act 1972;
"1974 Act"	the Greater London Council (General Powers) Act 1974;
"1980 Act"	the Highways Act 1980;
"2011 Act"	the Localism Act 2011;

<b>Expression</b>	<b>Meaning</b>
"the Act"	the Town and Country Planning Act 1990;
"Affordable Housing"	<p>housing including Social Rented Housing and Intermediate Housing provided by an Affordable Housing Provider to eligible households whose needs are not met by the market and which housing should</p> <p>(a) meet the needs of Eligible Purchasers or Eligible Renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and</p> <p>(b) include provision for the home to remain at an affordable price for future Eligible Purchasers or Eligible Renters (as appropriate), or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision</p> <p>and which shall benefit from the same access to any external communal amenity space and play areas as is provided to any Open Market Housing Units within the same housing block;</p>
"Agreement"	this Agreement;
"the Application"	the planning application seeking planning permission for the Development bearing reference HGY/2021/3175;
"Blue Land"	that land shaded blue on Plan 2
"Borough"	the administrative area of the London Borough of Haringey;
Chargee	is defined in Schedule 2
"Commercial Development"	that part of the Development which will comprise any building constructed adapted or used for any use which at the date hereof is within Class E, B2, and B8 of the Use Classes Order (as amended)
"Commercial Floorspace"	the floorspace within each building comprising Commercial Development
"Confirmatory Deed"	a supplemental deed to this Agreement confirming that the owner of the Green Land or Blue Land (as the case may be) agrees that its interest in the Property as freeholder of the Green Land or Blue Land will be bound by the terms of Goods Yard Section 106 Agreement or the Depot Section 106 Agreement (as the case may be) for the purposes of carrying out the Development, substantially in the form appended at Schedule 19
"Depot Permission"	the planning permission granted by the Council bearing reference number HGY/2019/2929 and any amendments thereto granted pursuant to section 96a and section 73 of the Act, and for the avoidance of doubt shall include any

**Expression****Meaning**

subsequent planning permissions granted in relation to the Blue Land (including any permission granted pursuant to the planning application made under reference HGY/2022/5063).

"Depot Section 106 Agreement"

the agreement dated 24 September 2020 between the Mayor and Burgesses of the London Borough of Haringey, Fairgate Tottenham Limited, Laxfield LLP and Tottenham Hotspur Football and Athletic Co. Limited and any amendments, variations, and supplemental or replacement deeds thereto.

"the Development"

development of the Property consisting of both outline and detailed elements as follows:

- (a) Outline: demolition of existing buildings and creation of new mixed-use development including residential (Use Class C3), commercial, business & service (Use Class E), business (Use Class B2 and B8), leisure (Use Class E), community uses (Use Class F1/F2), and Sui Generis uses together with creation of new public square, park & associated access, parking, and public realm works with matters of layout, scale, appearance, landscaping, and access within the site reserved for subsequent approval; and
- (b) Detailed: comprising Plot A including demolition of existing buildings and creation of new residential floorspace (Use Class C3) together with landscaping, parking, and other associated works (EIA development - ES viewable on Council website).

The outline element including:

Demolition of most buildings (with retention of some listed and locally listed heritage assets);

New buildings at a range of heights including tall buildings;

Up to 2,869 new homes in addition to Plot A (including affordable housing);

At least 7,225sqm of commercial, office, retail, & community uses (incl. new library & learning centre);

New public park (min 5,300sqm) & New public square (min 3,500sqm); Other landscaped public realm and pedestrian & cycle routes.

The detailed element including:

Plot A - Demolition of 100 Whitehall Street & Whitehall & Tenterden Community Centre and erection of new buildings of 5-6 storeys containing 60 new affordable homes & open space.

in accordance with the documents submitted with the Application and the Planning Permission;

<b>Expression</b>	<b>Meaning</b>
"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;
"Goods Yard Permission"	the planning permission granted on appeal bearing the Council's reference number HGY/2018/0187 and any amendments thereto granted pursuant to section 96A and section 73 of the Act, and for the avoidance of doubt shall include any subsequent planning permissions granted in relation to the Green Land (including, any permission granted pursuant to the planning applications made under reference numbers HGY/2021/1771 and HGY/2022/5063).
"Goods Yard Section 106 Agreement"	the agreement dated 4 June 2019 entered into (inter alia) pursuant to section 106 of the Act between the Mayor and Burgesses of the London Borough of Haringey, Renland Limited, TH Property Limited, Canvax Limited, Tottenham Hotspur Football and Athletic Co Limited and any amendments, variations, and supplemental or replacement deeds thereto.
"Green Land"	that land shaded green on Plan 2
"Implementation"	<p>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 on a Phase, Energy Phase, or a Plot as the context requires (whether or not such operation is a lawful commencement of the Development) other than (for the purposes of this Deed and for no other purpose) operations consisting of:</p> <ul style="list-style-type: none"> <li>• site clearance</li> <li>• demolition work;</li> <li>• archaeological investigations;</li> <li>• site surveys;</li> <li>• works of archaeological or ground investigation;</li> <li>• remedial work in respect of any contamination or other adverse ground conditions;</li> <li>• erection of any temporary means of enclosure, fencing or hoarding;</li> <li>• the temporary display of site notices or advertisements;</li> <li>• the provision of security measures or lighting, the erection of temporary buildings or structures associated with the Development;</li> <li>• the laying removal or diversion of services,</li> </ul>

Expression	Meaning
	<ul style="list-style-type: none"> <li>the provision of construction compounds.</li> </ul> <p>and <b>"Implement"</b> <b>"Implemented"</b> and <b>"Implementing"</b> or any other derivation of this term shall be construed accordingly</p>
"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;
"London Plan"	the London Plan published in March 2021;
"Occupation Date"	the date on which any part of the Development (or any Plot or Phase) is occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out, marketing, or ensuring the security of the Development (or any part or phase) and the terms "Occupy" and "Occupation" shall be construed accordingly;
"Occupier(s)"	any person or persons who Occupy the Development (or any part thereof) at any time during the lifetime of the Development for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out, marketing, or ensuring the security of the Development;
"Open Market Housing Units"	the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units within the meaning set out in Schedule 3 to this Agreement;
"Outline Phase"	any Phase or Plot (as the context requires) in respect of which the Planning Permission grants in outline;
"the Parties"	the parties to this Agreement and their successors in title and the term <b>"Party"</b> shall be construed accordingly;
"Payment Form"	the form to be used by the Developer when making financial payments to the Council in accordance with this Agreement as set out in Schedule 18 of this Agreement;
"Phase"	Phase A or Phase B as shown on the Phasing Plan;
"Phasing Plan"	Plan 3 detailing each of the Phases of the Development for the purposes of this Agreement;
"Planning Obligations Monitoring Officer"	an officer of the Council from time to time allocated to deal with and monitor all obligations;
"Plan 1", "Plan 2", "Plan 3", "Plan 4", "Plan 5", "Plan 6", "Plan 7", "Plan 8", "Plan 9", "Plan 10 and "Plan 11"	the respective plans annexed at Schedule 1 to this Agreement;

<b>Expression</b>	<b>Meaning</b>
"the Planning Permission"	the planning permission for the Development pursuant to the Application;
"Plot"	any plot as shown on the Plot Plan;
"Plot Plan"	Plan 4 entitled 'Plot Plan' annexed at Schedule 1 to this Agreement;
"Practical Completion"	practical completion as evidenced by a certificate issued by an architect or other appropriate professional acting for the Developer (or in the case of Highway Works as defined in Schedule 4, the Council) confirming that the Development or the relevant part of the Development is completed, and the <b>"Date of Practical Completion"</b> shall mean the date of Practical Completion given in such certificate and <b>"Practically Completed"</b> shall be construed accordingly;
"the Property"	the land and premises known as High Road West, London N17 shown indicatively edged in red on Plan 1;
"Reserved Matters Consent" or "Reserved Matters Approval"	approval by the Council of matters reserved in relation to any Outline Phase of the Development;
"Residential Units"	the units of residential accommodation to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units and <b>"Residential Unit"</b> shall be construed accordingly;
"Transfer"	the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and <b>"Transferred"</b> shall be construed accordingly;
"Use Classes Order"	the Town and Country Planning (Use Classes) Order 1987 (as amended);
"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 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.
- 1.5 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.6 Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.

- 1.7 Any reference to a percentage of units in a Plot, Phase, or the Development as a whole is a reference to the percentage of approved units in that Plot, Phase or the Development.
- 1.8 Any obligation, covenant, undertaking or agreement by any Developer 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 where the wording of the individual obligations provide otherwise.

## **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 paragraph 2 of Schedule 3 (Car Free Development) and clause 9 (Council Fees) and that the Council is the local planning authority by whom they may be enforced and to the extent that any of the obligations in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers in section 1 of the Localism Act 2011, 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 under Schedule 4 can be enforced.
- 3.3 Both positive and restrictive covenants and undertakings herein on the part of the Developer are entered into with the intent that the same shall be enforceable without limit of time not only against the Developer but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Developer 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 PROVIDED THAT the positive and restrictive covenants and undertakings herein shall not be enforceable against the following:
- 3.3.1 individual owners and Occupiers of any Residential Unit and their mortgagee (save for the provisions of paragraph 2 of Schedule 3 Car Free Development provisions);
  - 3.3.2 individual owners and Occupiers of any units that form part of the Commercial Development;
  - 3.3.3 the owners of the Blue Land and the Green Land, subject to the provisions of Clause 4 below;
  - 3.3.4 any mortgagee or chargee from time to time unless and until it takes possession of the Property or any part of it in which case that mortgagee or chargee will be bound by the positive and restrictive covenants and undertakings herein as if it were a person deriving title from the Developer;
  - 3.3.5 any Chargee (as defined in Schedule 2) exercising a power of sale in respect of the Affordable Housing Units following a default under the terms of a mortgage or charge or any other security documentation thereof provided that the Chargee shall have first complied with the Chargee's Duty any purchaser or successor in title from such Chargee save for the obligations within paragraph 4 of Schedule 2

- 3.3.6 any Protected Tenant or mortgagee or Chargee of the Protected Tenant or person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees save for the obligations in paragraph 2 of Schedule 3
- 3.3.7 any statutory undertaker carrying out its statutory functions;
- 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement committed within a Phase (or Plot as the case may be) in which that person does not have an interest at the time the breach was committed but for the avoidance of doubt that person will be liable for any ongoing breaches if they subsequently acquire an interest as a successor in title.
- 3.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission shall be quashed or revoked or otherwise withdrawn or expires without prior Implementation.
- 4. Development on Goods Yard and Depot Sites**
  - 4.1 Unless otherwise agreed by the Council in writing no part of the Development can be Implemented on the Blue Land or the Green Land unless and until the owner of the Green Land or the Blue Land (as the case may be) has entered into a Confirmatory Deed confirming that the owner will be bound by and comply with all terms of the following agreements entered into pursuant to section 106 of the Act, which will thereafter apply if any of the Development is carried out on the Blue Land and/or the Green Land (save and except as set out in clauses 4.2 and 4.3 below):
    - 4.1.1 In respect of the Blue Land, the Depot Section 106 Agreement (save and except any provisions relating to affordable housing (and consequential definitions relating thereto); and
    - 4.1.2 In respect of the Green Land, the Goods Yard Section 106 Agreement (save and except any provisions relating to affordable housing (and consequential definitions relating thereto)).
  - 4.2 None of the provisions in Schedules 3 to 17 shall bind the Green Land and Blue Land.
  - 4.3 Schedules 2 (Affordable Housing), Schedule 18 (Payment Form) and Plan 5 (Affordable Housing Phasing Plan), and Schedule 19 (Confirmatory Deed) shall bind the Green Land and the Blue Land for the purposes of the carrying out of the Development.
  - 4.4 For the avoidance of doubt, where under this Agreement the Developer is required to perform an obligation before the Occupation of a defined number of Residential Units (or before Occupation of a set quantum of floorspace), that defined number of units or floorspace shall not include any Residential Units or floorspace constructed as part of the Development on the Green Land and Blue Land (save and except for the obligations in Schedule 2 (Affordable Housing), and paragraph 9 of Schedule 3 (TfL Contributions)).
  - 4.5 Any obligations in the agreements referred to at clauses 4.1.1 and 4.1.2 that are satisfied following the Implementation of the Goods Yard and/or Depot Permissions (as the case may be) shall be treated as satisfied in the event of the Development being Implemented on the Blue and/or Green Land to the reasonable satisfaction of the Council.



## **5. General**

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

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

- 6.1 The Developer shall give written notice no later than ten Working Days to the Council on or prior to the anticipated Implementation specifying the intended date of Implementation of the Development and shall give further written notice that Implementation has taken place or when it will take place within 5 Working Days thereof.
- 6.2 Within 7 (seven) days following Practical Completion of any Plot or Phase of the Development the Developer shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application reference the date upon which the Residential Units within that Phase of the Development are ready for Occupation.
- 6.3 The Developer shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Developer 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 Developer's possession (at the Developer's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.4 The Developer 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 expenses or liability arising to the Council in respect of any breach by the Developer 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.
- 6.5 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 Developer to the Council (save for the contributions payable pursuant to Schedule 3, paragraph 9 which shall be payable directly to Transport for London under separate arrangements made between the Developer and Transport for London) by sending the full amount by direct bank transfer to the Council's bank account in accordance with the Payment Form (amended to record such payment as applicable) and the Developer shall send the completed Payment Form to the Planning Obligations Monitoring Officer.

- 7.2 All considerations given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Developer.
- 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**

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

**9. Payment of Council's Costs**

The Developer agrees to pay the Council its monitoring costs of FIFTY THOUSAND POUNDS ONLY (£50,000-00) and its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of the Agreement.

**10. Registration**

- 10.1 This Agreement shall be registered as a Local Land Charge.
- 10.2 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall upon receiving a written request in writing from the Developer 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 of appendix hereto shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement.
- 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

- 13.1 The Parties agree that where this Agreement requires any matter to be agreed, approved, certified, consented to or determined by any Party or any person on behalf of any Party under this Agreement then unless expressly stated otherwise such agreement, approval, certification, consent or determination shall be given in writing and shall not be unreasonably withheld or delayed) and shall be determined as soon as reasonably practicable.

- 13.2 Unless otherwise provided for herein (including the disputes provisions relating to Affordable Housing set out in paragraph 7.2 of Part 1 of Schedule 2 and the whole of Part 8 of Schedule 2 which shall govern disputes in relation to the matters to which these provisions relate) a dispute in the context of this Agreement arises where any Party requires or seeks the approval or consent of another Party pursuant to any provision of this Deed and that approval or consent is refused or is not given within 20 Working Days but FOR THE AVOIDANCE OF DOUBT:

13.2.1 disputes relating to the construction and interpretation of this Agreement shall only be determined by a Court of competent jurisdiction;

13.2.2 any dispute relating to a refusal or failure to determine any application (whether pursuant to Sec 106A of the Act or otherwise) to modify or discharge any term of this Agreement hereof shall not constitute a dispute to be determined pursuant to this Schedule but in accordance with Section 106B of the Act or Section 84A of the Law of Property Act 1925 or otherwise as appropriate.

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

- 13.4 The Notice must:

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

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

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

- 13.5 The Expert may be agreed upon by the Parties and in the absence of such agreement within twenty (20) Working Days of the date that the Notice is issued pursuant to paragraph 13.1 either Party may request that the following nominate the Expert at their joint expense:

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

- 13.5.2 if such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the Expert;
  - 13.5.3 if such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
  - 13.5.4 if such dispute relates to Affordable Housing the Expert shall be nominated by the President of the Royal Town Planning Institute; and
  - 13.5.5 in all other cases, the President of the Law Society to nominate the Expert as he or she thinks appropriate
- 13.6 If an Expert nominated or appointed pursuant to this Schedule shall die or decline to act another Expert may be appointed in his place in accordance with the provisions of paragraph 13.5.
- 13.7 The Expert will be appointed subject to an express requirement that he/she reaches his or her decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of the notice of his appointment given pursuant to paragraph 13.8.
- 13.8 Notice in writing of the appointment of an Expert pursuant to this Schedule shall be given by the Expert to the Parties and he or she shall invite each of the Parties to submit to him or her within ten Working Days from his or her appointment written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 13.9 The Expert shall act as an expert and not as an arbitrator but shall consider any written representation submitted to him or her within the period specified in this Schedule although he or she shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his or her own judgement.
- 13.10 The Expert shall give notice of his or her decision in writing
- 13.11 If for any reason the Expert fails to make a decision and give notice thereof in accordance with this Schedule the Party or Parties may apply to the President of the Law Society for a substitute to be appointed in his or her place (which procedure may be repeated as many times as necessary).
- 13.12 The Expert's costs shall be in the Expert's award or in the event that no determination as to costs is made, such costs will be borne by the parties to the Dispute in equal shares.
- 13.13 Nothing in this Clause 13 shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

#### **14. Change in Ownership**

The Developer shall provide the Council with a certified copy (including a plan if appropriate) of any conveyance transfer lease assignment mortgage or other disposition ("Disposition") of all or any part of the Property (save to the owner and/or Occupier of a single Residential Unit or mortgagee thereof) occurring before all the obligations under this Agreement have been discharged, including the name and address of the person to whom

the Disposition was made and the nature and extent of the interests disposed of to them within 21 (twenty-one) days of such Disposition.

## **15. Miscellaneous**

15.1 In the event that any new planning permission(s) are granted by the Council pursuant to section 73 of the Act and unless otherwise agreed between the Parties, with effect from the date that any new planning permission is granted pursuant to section 73 of the Act:

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

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

15.1.3 this Agreement shall be endorsed with the following words in respect of any future section 73 application:

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

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

## **16. Non-Compliance**

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

## **17. Jurisdiction**

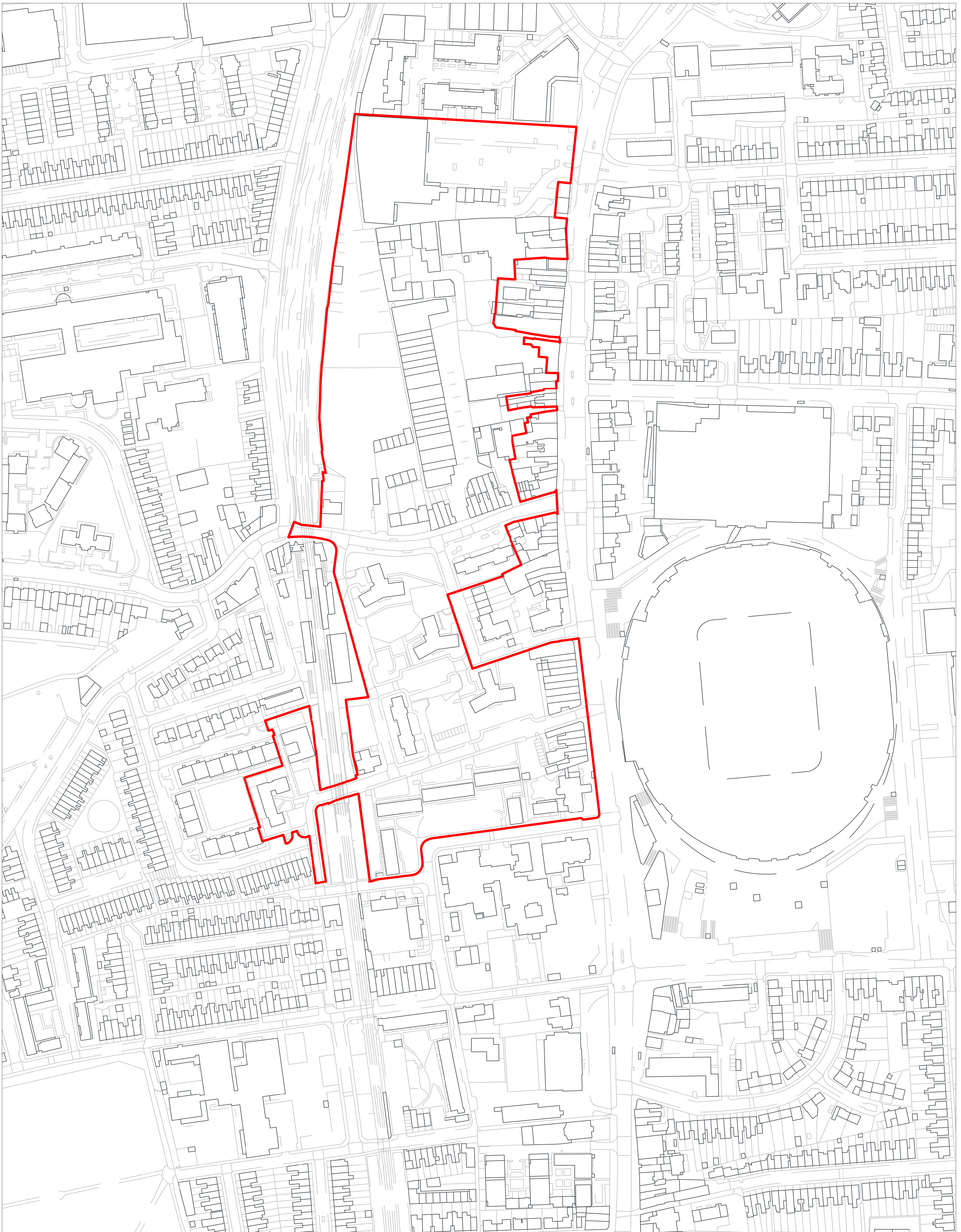
This Agreement is governed by and interpreted in accordance with the law of England and Wales.

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**SCHEDULE 1**  
**THE PLANS**

- Plan 1.** Plan showing the extent of the Property the subject of the Application reference 0311-SEW-ZZ-ZZ-DR-T-000001
- Plan 2.** Plan showing the Blue Land and the Green Land reference 0311-SEW-ZZ-00-DR-T-000038
- Plan 3.** Phasing Plan reference 0311-SEW-ZZ-00-DR-T-000045
- Plan 4.** Plot Plan reference 0311-SEW-ZZ-ZZ-DR-T-001002
- Plan 5.** Affordable Housing Phasing Plan reference 0311-SEW-ZZ-00-DR-T-000039
- Plan 6.** Highway Works Plan reference 23266403-STR-HGN-100-DR-D-10107
- Plan 7.** Council's Land reference 0311-SEW-ZZ-00-DR-T-000047
- Plan 8.** Plan showing the Access Land reference 0311-SEW-ZZ-00-DR-T-000040
- Plan 9.** Moselle Square Open Space Plan reference 0311-SEW-ZZ-00-DR-T-000041
- Plan 10.** Peacock Park Open Space Plan reference 0311-SEW-ZZ-00-DR-T-000042
- Plan 11.** Percival Court Plan reference 0311-SEW-ZZ-00-DR-T-000043





## Site Location Plan (For Approval)

1 : 1250

**Key**

— Hybrid Planning Application Boundary

**General Notes**  
No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on site by the contractor and such dimensions to be their responsibility.  
All work must comply with relevant British Standards and Building Regulations requirements. Drawing errors and omissions to be reported to the architect.

[illegible]

P1	22.10.21	Planning Submission	AR
Rev	Date	Reason for issue	Ch

**Keyplan**

Scale Bar  
0 50m  
@ 1:1250

Drawing Title  
**Site Location Plan (For Approval)**

Project Number <b>0311</b>	Status <b>For Planning</b>
Scale at A1 <b>1 : 1250</b>	Date <b>22/10/21</b>
Drawn by <b>GY</b>	Checked by <b>AR</b>

Drawing Number 0311-SEW-ZZ-ZZ-DR-T-000001	Revision P1
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hello@egretwest.com  
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Client	Lendlease
Project	2011 - High Speed West

0311 High Road west

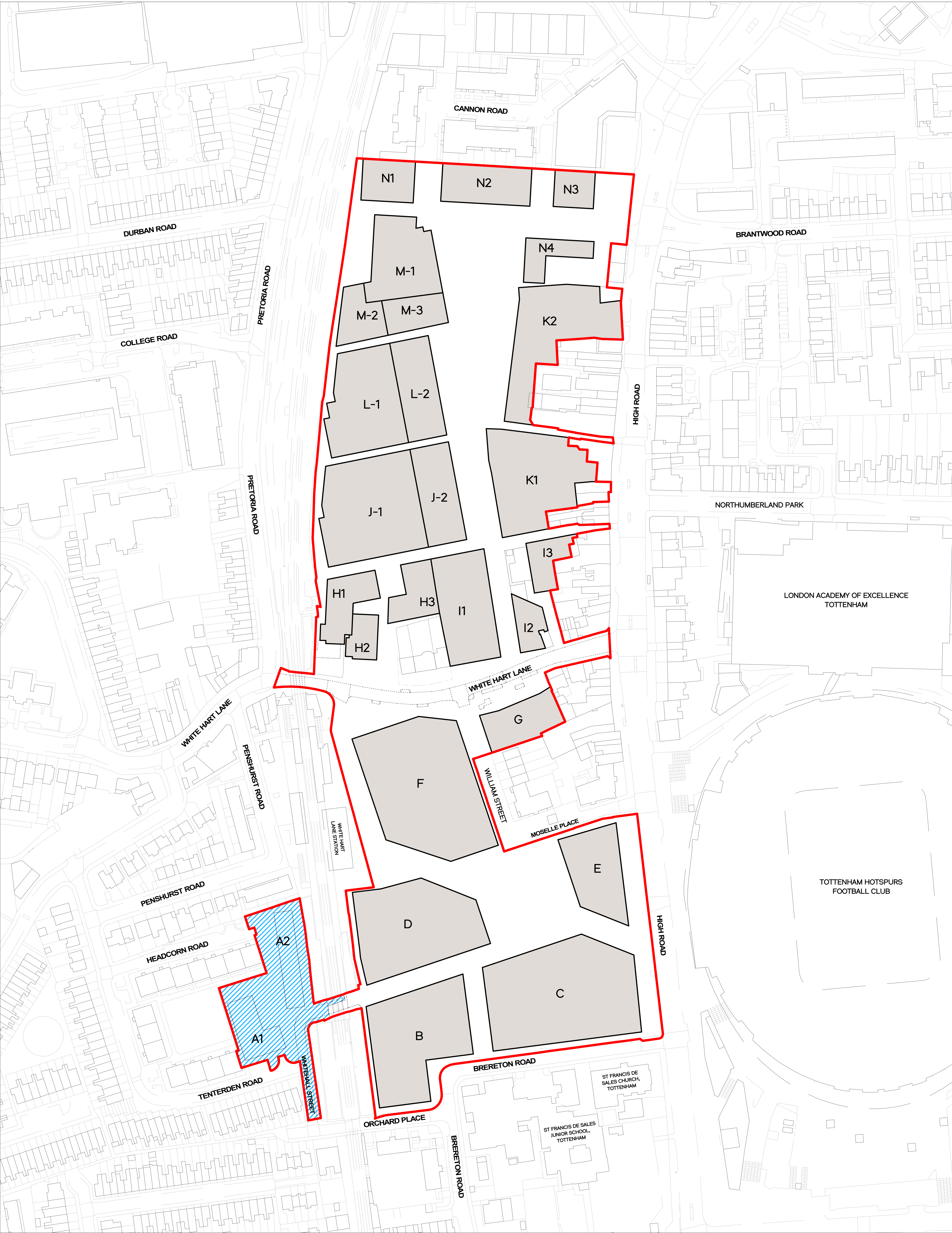












Parameter Plan 02 – Proposed Development Plots Plan

1 : 1000

- For Information

  - Hybrid Planning Application Boundary
  - Detailed Component Boundary
- For Approval

  - Development Plots
  - Development Plot References

Notes:

1. Refer to Development Specification for further description of this plan, how it is to be secured by condition, and the quantum that applies.

General Notes

No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on site by the contractor and such dimensions to be their responsibility. All work must comply with relevant British standards and building requirements. Drawing errors and omissions to be reported to the architect.

Rev	Date	Reason for Issue	AR	CH
P1	22.10.21	Planning Submission	AR	CH

Keypian

Scale Bar

1 : 1000

50m

Drawing Title	
Parameter Plan 02 - Proposed Development Plots Plan	
Project Number	Status
0311	For Planning
Scale at A1	Date
1 : 1000	22/10/21
Drawn by	Checked by
NJ	AR
Drawing Number	Revision
0311-SEW-22-ZZ-DR-1-001002	P1

Client

Lendlease

Project

0311 High Road West

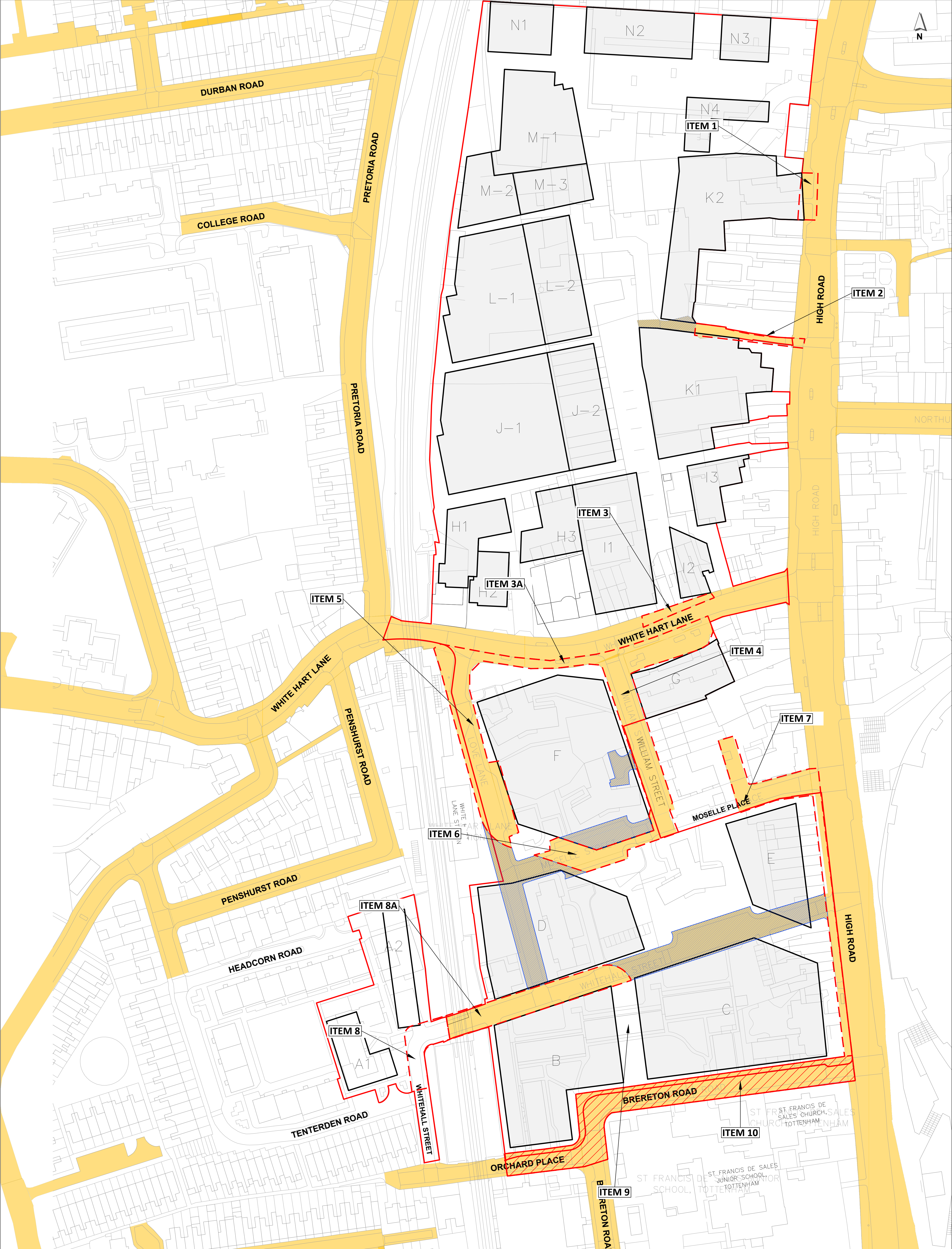
Studio Egret West

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114





KEY:

PUBLIC HIGHWAY

HIGHWAY AREAS TO BE IMPROVED (S278 AGREEMENT)

PUBLIC HIGHWAY TO BE STOPPED UP

EXTENT OF GREEN STREET WORKS

NOTES:

1. THIS DRAWING IS BASED ON ORDNANCE SURVEY MAP AND ON HIGHWAY BOUNDARY INFORMATION RECEIVED FROM LB HARINGEY ON 07/06/22 (FILE 'ROAD OWNERS 03\_05\_22')

2. ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED.

3. EXISTING FEATURES ARE SHOWN IN GREY AND PROPOSED FEATURES IN BOLD, UNLESS OTHERWISE STATED.

4. DO NOT SCALE FROM THIS DRAWING.

PO	12JUN22	ORIGINAL ISSUE	MNO	PVC	JXB
REV	DATE	DESCRIPTION	DES	CHK	APP

Drawing Title:

AREAS TO BE IMPROVED (S278 AGREEMENT)

Status:

WORK IN PROGRESS

Size:

A1

Scale:

NTS

Suitability

S0

Rev.

P1

Drawing No.

23266403-STR-HGN-100-DR-D-10107

Client:

LENLEASE

Project Title:

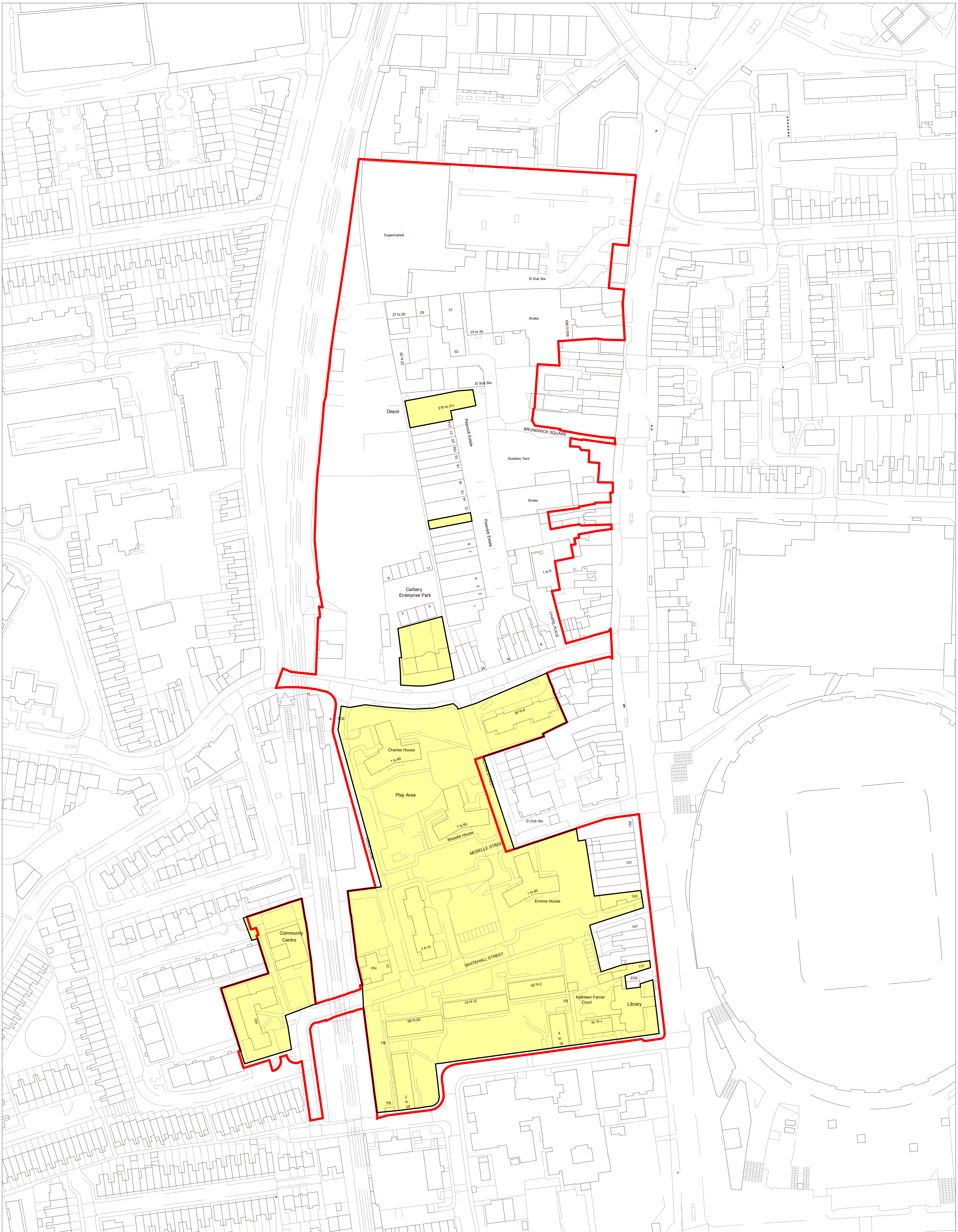
HIGH ROAD WEST

steer

www.steergroup.com

DATE: 14/07/2022 CAD REFERENCE: P:\Projects\23266403\CAD\Drawings\23266403-STR-HGN-100-DR-D-10107





## LBH Council Land Plan

1 : 1000

**Key**

— Hybrid Planning Application Boundary

**Key**

— Hybrid Planning Application Boundary

**General Notes**  
No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on site by the contractor and such dimensions to be their responsibility.  
All work must comply with relevant British Standards and Building Regulations requirements. Drawing errors and omissions to be reported to the architect.

[illegible]

**Keyplan**

Drawing Title  
**LBH Council Land Plan**

<div> <div>Project Number</div> <div><b>0311</b></div> </div> <div> <div>Status</div> <div><b>For Planning</b></div> </div>	<div> <div>Client</div> <div><b>Lendlease</b></div> </div>
<div> <div>Scale at A1</div> <div><b>1 : 1000</b></div> </div> <div> <div>Date</div> <div><b>03/08/22</b></div> </div>	
<div> <div>Drawn by</div> <div><b>NJ</b></div> </div> <div> <div>Checked by</div> <div><b>NJ</b></div> </div>	<div> <div>Project</div> <div><b>0311 High Road West</b></div> </div>
<div> <div>Drawing Number</div> <div><b>0311-SEW-ZZ-00-DR-T-000047</b></div> </div> <div> <div>Revision</div> <div></div> </div>	



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[illegible]











## **SCHEDULE 2**

### **AFFORDABLE HOUSING**

#### **Part 1 : Affordable Housing General Provisions**

#### **1. Interpretation**

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

**"Additional Affordable Housing Scheme"** means a scheme to be prepared by the Developer and submitted to the Council for its approval as part of each Viability Review in accordance with this Agreement which:

- (a) details the number, tenure and location of the Additional Affordable Housing Units to be provided if a Surplus Arises in relation to any of the Early Stage Review, the Mid-Stage Review 1, the Mid-Stage Review 2, the Mid-Stage Review 3;
- (b) calculations showing how the values of limbs (a) and (b) of the Affordable Housing Minimum will be increased in accordance with this Schedule if a Surplus Arises in relation to any of the Early Stage Review, the Mid-Stage Review 1, the Mid-Stage Review 2, or the Mid-Stage Review 3;
- (c) the new values of limbs (a) and (b) of the Affordable Housing Minimum if a Surplus Arises in relation to any of the Early Stage Review, the Mid-Stage Review 1, the Mid-Stage Review 2, or the Mid-Stage Review 3, which must not be less than the previous values;
- (d) includes a proposed updated Affordable Housing Plan to be submitted as part of the next application for Reserved Matters Consent if a Surplus Arises in relation to the any of Early Stage Review, the Mid-Stage Review 1, the Mid-Stage Review 2, the Mid-Stage Review 3;
- (e) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units if a Surplus Arises in relation to any of the Early Stage Review, the Mid-Stage Review 1, the Mid-Stage Review 2, the Mid-Stage Review 3;
- (f) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing (if applicable);
- (g) the price and mechanism for the Transfer of any Additional Affordable Housing Units to an Affordable Housing Provider; and
- (h) any other information reasonably requested by the Council;

**"Additional Affordable Housing Units"** means the additional Affordable Housing Units to be provided pursuant to any of the Additional Affordable Housing Schemes to be approved under this Schedule in the event a Surplus Has Arisen;

**"Affordable Housing Minimum"** means a requirement to provide not less than the following percentages of the Residential Units as Affordable Housing:

- (a) 40 per cent measured by number of Habitable Rooms; and
- (b) 35 per cent measured by number of units;

which shall include 500 Social Rented Housing Units and 28 Shared Ownership Units provided in Phase A.

**"Affordable Housing Phase"** means any of Affordable Housing Phases 1 – 5 as shown on Plan 5 (**"the Affordable Housing Phasing Plan"**)

**"Affordable Housing Plan"** means a plan showing the indicative locations of the Affordable Housing Units shaded blue; as shall be updated as part of each Reserved Matters Approval, each update to include 1:50 plans showing the location, size and internal layout of the Affordable Housing Units in that Outline Phase, and **"latest Affordable Housing Plan"** means the latest Affordable Housing Plan so approved;

**"Affordable Housing Provider"** means:

- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);
- (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or
- (c) any other body specialising in the provision of Affordable Housing;
- (d) in each case approved by the Council;

**"Affordable Housing Scheme"** means a scheme to be prepared by the Developer and submitted to the Council for its approval in accordance with this Agreement which:

- (a) contains 1:50 plans showing the location, size and internal layout of each Affordable Housing Unit;
- (b) provides an indicative timetable for construction and delivery of the Affordable Housing Units;
- (c) the price and mechanism for the Transfer of the Affordable Housing Units to an Affordable Housing Provider; and
- (d) any other information reasonably requested by the Council;
- (e) which shall be updated as part of a reserved matters approval for each Plot.

**"Affordable Housing Target Tenure Split"** means:

- (a) a minimum of 40 per cent (by Habitable Room) of the Affordable Housing Units to be provided as Low Cost Rent Housing; and
- (b) no more than 60 per cent (by Habitable Room) of the Affordable Housing Units to be provided as Intermediate Housing

which shall be applicable to the Affordable Housing Units but not the Re-Provided Affordable Housing;

**"Affordable Housing Units"** means the Residential Units to be provided as Affordable Housing to be constructed pursuant to the Planning Permission (including for the avoidance of doubt, the Re-Provided Affordable Housing) and in accordance with this Agreement, and **"Affordable Housing Unit"** shall be construed accordingly;

**"Approved Affordable Housing Scheme"** shall have the meaning given in paragraph 3.1.1 of Part 1 of this Schedule;

**"Approved Marketing Plan"** shall have the meaning given in paragraph 5.1 of Part 1 of this Schedule;

**"Base Viability Appraisal"** means the viability assessment assessed as part of the Application and updated in August 2022 as prepared by DS2 LLP

**"Benchmark Land Value"** shall have the meaning in the Base Viability Appraisal;

**"Chargee"** means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

**"Chargee's Duty"** means the duty imposed on the Chargee when exercising its power of sale pursuant to paragraph 4 of Part 1 of Schedule 2 of this Agreement

**"Component"** means a part of the Development including but not limited to:

- (a) Open Market Housing Units;
- (b) Affordable Housing Units;
- (c) Additional Affordable Housing Units;
- (d) units comprising Commercial Floorspace;
- (e) any other floorspace;
- (f) property; and
- (g) land;

**"Date of Deemed Service"** means, in each instance where a Chargee has served a Default Notice under paragraph 4.1.1 of Part 1 of this Schedule, the later of the following two dates:

- (a) in the case of service by delivery by hand to the Council's offices at Civic Centre Wood Green London N22 8LE between 9 a.m. and 5 p.m. on a Working Day, the date on which the Default Notice is so delivered; or
- (b) in the case of service by using first class registered post to the Council's offices at Civic Centre Wood Green London N22 8LE, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise);

and for the avoidance of doubt service by e-mail or by facsimile transmission is not accepted;

**"Default Notice"** means a notice in writing served on the Council by the Chargee under paragraph 4.1.1 of Part 1 of this Schedule of the Chargee's intention to enforce its security over the relevant Affordable Housing Units;

**"Design and Quality Standards"** means the standards for new homes in London published by the GLA and set out in the Housing Standards Minor Alterations to the London Plan published in March 2016 and the Housing Supplementary Planning Guidance published in May 2016 or any updating guidance;

**"Development Viability Information"** means:

- (a) in respect of the Early Stage Review, the Mid-Stage Review 1, the Mid-Stage Review 2 and the Mid-Stage Review 3, an Updated Viability Appraisal and an Additional Affordable Housing Scheme; and
- (b) in respect of the Late Stage Review, an Updated Viability Appraisal;

**"Early Stage Review"** means a review of the viability of the Development in accordance with Part 2 of this Schedule;

**"Early Stage Review Date"** means the date of the submission of the Development Viability Information pursuant to paragraph 2.1.1 of Part 3 of this Schedule;

**"Eligible Purchaser"** means a purchaser or purchasers whose Household Income at the date of purchasing the relevant Intermediate Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring but not lower than £90,000 SAVE THAT each first sale of a London Shared Ownership Housing Unit must be sold in accordance with the relevant income caps set out in this Agreement;

**"Eligible Renter"** means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report but not lower than £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;

**"External Consultant"** means the external consultant(s) appointed by the Council to assess the Development Viability Information;

**"Habitable Room"** means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;


**"Household"** means, in relation to a person "A", A and all other persons who would, after purchasing or renting an Affordable Housing Unit share that Affordable Housing Unit with A and one another as the only or main residence of both A and such other persons;

**"Household Income"** means:

in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and

in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households;

**"Intention Notice"** means a notice in writing served on the Chargee by the Council under paragraph 4.2 of Part 1 of this Schedule that the Council (or the Council's nominated substitute Affordable Housing Provider) is minded to purchase the relevant Affordable Housing Units;

**"Intermediate Housing"** means homes for sale and rent provided at a cost above social rent, but below market levels. These can include Shared Equity Housing and London Shared Ownership Housing, other low cost homes for sale and intermediate rent, ~~but not Affordable Rent or Housing;~~ 

**"Intermediate Housing Units"** means Affordable Housing Units to be made available for Intermediate Housing in accordance with this Agreement together with any Additional Affordable Housing Units which are to be delivered as a form of Intermediate Housing;

**"Late Stage Review"** means a review of the viability of the Development in accordance with Part 7 of this Schedule

**"Late Stage Review Contribution"** means a financial contribution for the provision of off-site Affordable Housing Council's administrative area, the amount of which, subject to paragraph 3.1 of Part 7 of this Schedule shall be calculated in accordance with paragraph 6.7 of Part 2 this Schedule;

**"Late Stage Review Date"** means the date on which at least 50 (fifty) per cent of the Open Market Housing Units within Affordable Housing Phase 5 have been Occupied;

**"London Plan Annual Monitoring Report"** means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;

**"London Shared Ownership Housing"** means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of Developer occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that average annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):

- (a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and
- (b) in respect of the following sizes of units, must not exceed 28 per cent of the corresponding annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) PROVIDED THAT this restriction shall apply only to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured by an Eligible Purchaser within the first three months of the Marketing Period for the London Shared Ownership Housing Unit:
  - (i) one-bedroom: £40,000;
  - (ii) two-bedroom: £40,000; and
  - (iii) three-bedroom: £60,000;

Following the first three (3) months of the Marketing Period for any London Shared Ownership Housing Unit which is available for occupation, if an offer has not been received by an Eligible Purchaser then that London Shared Ownership Housing Unit may be let to those persons with a maximum household income cap of £60, 000 PROVIDED AGAIN THAT this restriction shall only apply to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured during the remainder of the Marketing Period. Once the Marketing Period has completed, the income cap of £90, 000 (Index-Linked) or the maximum income cap specified in the latest London Plan Annual Monitoring Report (whichever is higher) may apply

and **"London Shared Ownership Lease"** and **"London Shared Ownership Lessee"** shall be construed accordingly;

**"London Shared Ownership Housing Units"** means the minimum 46 Affordable Housing Units) to be made available for London Shared Ownership Housing in accordance with this Agreement together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing;

**"Love Lane Estate Owner"** means those 46 tenants who are or were resident leasehold owners of a Residential Unit in the Love Lane Estate, in line with the eligibility terms for rehousing within the Council's Love Lane Leaseholder Offer attached hereto at Annex 3

**"Low Cost Rent Housing"** means Social Rented Housing or any other form of low cost rent housing as may be agreed with the Council;

**"Marketing Evidence"** means evidence to be submitted by the Developer to the Council demonstrating compliance with the relevant Approved Marketing Plan including any information that the Council may reasonably request;

**"Marketing Plan"** means a plan for marketing advertising and promoting the London Shared Ownership Housing Units for the Marketing Plan Period to Eligible Purchasers as follows:

- (a) for the first three (3) months of the Marketing Period to those who can demonstrate that they have been living or employed in the Borough for a minimum period of six (6) months with a Housing Income of up to £40, 000 (forty thousand pounds) for one- and two-bedroom units and up to £60,000 (sixty thousand pounds) for 3-bedroom units; and
- (b) between three (3) to six (6) months following the date of commencement of the Marketing Period, to those working or living in London with a Household Income of up to £60, 000 (sixty thousand pounds);

**"Marketing Plan Period"** means a period of at least six (6) months for the marketing advertising and promoting the London Shared Ownership Housing Units in accordance with the Approved Marketing Plan, which shall be permitted to commence up to three (3) months prior to the anticipated date of Practical Completion of the respective London Shared Ownership Housing Unit being marketed;

**"Market Value"** means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any 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;

**"Mid-Stage Review 1"** means a review of the viability of the Development in accordance with Part 4 of this Schedule

**"Mid-Stage Review 1 Date"** means the date of submission of an application for Reserved Matters Consent for Affordable Housing Phase 2;

**"Mid-Stage Review 2"** means a review of the viability of the Development in accordance with Part 5 of this Schedule

**"Mid-Stage Review 2 Date"** means the date of submission of an application for Reserved Matters Consent for Affordable Housing Phase 3;

**"Mid-Stage Review 3"** means a review of the viability of the Development in accordance with Part 6 of this Schedule

**"Mid-Stage Review 3 Date"** means the earlier of the Mid-Stage Review 3 Long Stop Date or the date of submission of the first application for Reserved Matters Consent in relation to Affordable Housing Phase 5;

**"Mid-Stage Review 3 Long Stop Date"** means 1 September 2032;



**"Moratorium Period"** means, in each instance where a Chargee has served a Default Notice under paragraph 4.1.1 of Part 1 of this Schedule, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council);

**"Nominations Agreement"** means an agreement to be entered into between the Council as local housing authority and the Affordable Housing Provider giving the Council nomination rights for 100% of initial lettings and 75% relets of the Social Rented Housing Units, a draft form of which is appended to this Agreement at Annex 2 to this Schedule;

**"Option"** means the exclusive option to be granted to the Council (or its nominated substitute Affordable Housing Provider) in accordance with paragraph 4.3 of Part 1 of this Schedule for the purchase of the relevant Affordable Housing Units;

**"Protected Tenant"** means any tenant of an Affordable Housing Unit who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of the Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of the Affordable Housing Unit; or
- (c) has been granted a shared ownership lease of the Affordable Housing Unit by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) and who has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire leasehold interest in the Affordable Housing Unit;

**"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 Developer to support the delivery of the Development;

**"Relevant Review Date"** means the Early Stage Review Date or the Late Stage Review Date (as the context requires);

**"Rent Guidance"** means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation;

**"Rent Standard"** means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation;

**"Re-Provided Affordable Housing Units"** means the 251 Social Rented Housing Units and 46 units to be offered in first instance as Shared Equity Housing Units in accordance with the terms of this Schedule, which will replace existing Council Affordable Housing;

**"Review Stage IRR"** is, in respect of each Updated Viability Appraisal, the internal rate of return shown in that appraisal;

**"Shared Equity Housing"** means Affordable Housing owned and managed by the Council, to be offered to each Love Lane Estate Owner as Intermediate Housing, partly by way of owner-occupation, with equity offered at the same value as that which is owned by the Love Lane Estate Owner (being the value at the time of the Love Lane Estate Leaseholder Offer) plus their Home Loss Payment (as defined in the Love Lane Estate Leaseholder Offer) , with

no rent payable on the unsold equity, and none of these leases shall have rights to increase the equity of the un-owned proportion of the said unit.

**"Shared Equity Housing Units"** means the 46 Affordable Housing Units to be offered in first instance as Shared Equity Housing to Love Lane Estate Owners;

**"Social Rented Housing"** means rented housing owned and managed by the Council or an Affordable Housing Providers and let at no more than Target Rents;

**"Social Rented Housing Units"** means the Affordable Housing Units comprising Habitable Rooms to be made available for Social Rented Housing in accordance with this Agreement together with any Additional Affordable Housing Units which are to be delivered as Social Rented Housing;

**"Staircasing"** means the acquisition by a London Shared Ownership lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and "Staircased" shall be construed accordingly

**"Substantial Implementation"** means the occurrence of the following in respect of the Development:

- (a) completion of all ground preparation works for a Plot A;
- (b) construction of the first floor slab of Plot A;
- (c) letting of a contract for the construction of the Plot A and

**"Substantial Implementation Target Date"** means the date 24 months from but excluding the date of grant of the Planning Permission but PROVIDED THAT the Developer may request in writing an extension of the Substantial Implementation Target Date if it produces evidence to the Council that there has been a delay in achieving Substantial Implementation that has arisen directly as a result of the COVID-19 pandemic;

**"Surplus Arises"** means, in relation to each Updated Viability Appraisal, that the Review Stage IRR exceeds the Target IRR and **"a Surplus Has Arisen"** will be construed accordingly and **"no Surplus Has Arisen"** shall mean that the Review Stage IRR does not exceed Target IRR;

**"Sums Due"** means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all accrued principal monies all interest and reasonable legal and administrative fees costs and expenses;

**"Target IRR"** means an internal rate of return of 13 per cent, being the target internal rate of return for the Development;

**"Target Rents"** means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance (as applicable) from time to time;

**"Transferred"** means the transfer of the unencumbered freehold of or the grant of a leasehold interest of not less than 125 years at a peppercorn rent and **"Transfer"** shall be construed accordingly;

**"Updated Viability Appraisal"** means, as part of each Viability Review, an update to the Base Viability Appraisal which must meet the requirements in Part 2 of this Schedule;

**"Viability Review"** means the Early Stage Review, the Mid-Stage Review 1, the Mid-Stage Review 2, the Mid-Stage Review 3, or the Late Stage Review, as the context requires;

## **2. Affordable Housing Minimum and Maximum Provision**

- 2.1 The Developer shall provide the Affordable Housing Units in accordance with the remaining paragraphs of this Schedule.
- 2.2 The Affordable Housing Units shall not be less than the Affordable Housing Minimum.
- 2.3 The tenure split of the Affordable Housing Units (excluding the Re-Provided Affordable Housing Units) shall accord with the Affordable Housing Target Tenure Split.

## **3. Affordable Housing Base Provisions**

- 3.1 The Developer covenants and agrees as follows:

- 3.1.1 not to Implement or permit Implementation until the Affordable Housing Scheme has been submitted to and approved by the Council in ("**the Approved Affordable Housing Scheme**") and thereafter to Implement and carry out the Development in accordance with the Approved Affordable Housing Scheme.
- 3.1.2 not to Implement a Plot in an Outline Phase until an Affordable Housing Plan under which that Plot will comply has been reviewed by the Council;
- 3.1.3 to provide the Affordable Housing Units in accordance with the latest Approved Affordable Housing Scheme and the Affordable Housing Target Tenure Split (save that the Re-Provided Affordable Housing Units shall not be subject to the Affordable Housing Target Tenure Split) and which shall be used solely for Affordable Housing in perpetuity (subject to paragraph 3.1.5 of Part 1 of this Schedule).
- 3.1.4 that the Affordable Housing Units shall be designed and constructed in accordance with Design and Quality Standards.
- 3.1.5 not to Occupy or permit Occupation or use the Affordable Housing Units other than as Affordable Housing in accordance with this Agreement and the Nominations Agreement for the lifetime of this Development save that this obligation shall not be binding on:
  - (a) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
  - (b) any Chargee exercising a power of sale in respect of the Affordable Housing Units following a default under the terms of a mortgage or charge thereof provided that the Chargee shall have first complied with the Chargee's Duty; or
  - (c) any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to such purchaser or any person deriving title from such purchaser PROVIDED THAT such mortgagee has complied with the Chargee's Duty.
- 3.1.6 not to Occupy or permit or suffer Occupation of any Open Market Housing Units until:
  - (a) 60 Social Rented Housing Units that form part of the Re-Provided Affordable Housing have been constructed in accordance with the Planning Permission and the terms of this Agreement and made ready for residential Occupation and written notification of such has been received by the Council;
  - (b) the Affordable Housing Units referred to in paragraph 3.1.6(a) of Part 1 of this Schedule have been Transferred to the Affordable Housing Provider or the Council (as applicable) on terms that accord with relevant GLA funding

requirements current at the date of acquisition of the Affordable Housing Units by the Affordable Housing Provider or the Council (as applicable); and

- (c) the Affordable Housing Provider has entered into a Nominations Agreement (if applicable) in respect of the said units.

3.1.7 not to Occupy or permit or suffer Occupation of more than 500 Open Market Housing Units until:

- (a) 100 Social Rented Housing Units have been constructed in accordance with the Planning Permission and the terms of this Agreement and made ready for residential Occupation and written notification of such has been received by the Council;
- (b) the Affordable Housing Units referred to in paragraph 3.1.7(a) of Part 1 of this Schedule have been Transferred to the Affordable Housing Provider or the Council (as applicable) on terms that accord with relevant GLA funding requirements current at the date of acquisition of the Affordable Housing Units by the Affordable Housing Provider or the Council (as applicable); and
- (c) the Affordable Housing Provider has entered into a Nominations Agreement (if applicable) in respect of the said units.

3.1.8 not to Occupy or permit or suffer Occupation of more than 660 Open Market Housing Units until:

- (a) 191 Social Rented Housing Units and 74 Intermediate Housing Units have been constructed in accordance with the Planning Permission and the terms of this Agreement and made ready for residential Occupation and written notification of such has been received by the Council;
- (b) the Affordable Housing Units referred to in paragraph 3.1.7(a) of Part 1 of this Schedule have been Transferred to the Affordable Housing Provider or the Council (as applicable) on terms that accord with relevant GLA funding requirements current at the date of acquisition of the Affordable Housing Units by the Affordable Housing Provider or the Council (as applicable); and
- (c) the Affordable Housing Provider has entered into a Nominations Agreement (if applicable) in respect of the said units.

3.1.9 not to Occupy or permit or suffer Occupation of more than 800 Open Market Housing Units until:

- (a) 500 Social Rented Housing Units and 74 Intermediate Housing Units have been constructed in accordance with the Planning Permission and the terms of this Agreement and made ready for residential Occupation and written notification of such has been received by the Council;
- (b) the Affordable Housing Units referred to in paragraph 3.1.9(a) of Part 1 of this Schedule have been Transferred to the Affordable Housing Provider or the Council (as applicable) on terms that accord with relevant GLA funding requirements current at the date of acquisition of the Affordable Housing Units by the Affordable Housing Provider or the Council (as applicable); and
- (c) the Affordable Housing Provider has entered into a Nominations Agreement (if applicable) in respect of the said units.

3.1.10 not to Occupy or permit or suffer Occupation of more than 1000 Open Market Housing Units until:

- (a) 700 Affordable Housing Units have been constructed in accordance with the Planning Permission and the terms of this Agreement and made ready for residential Occupation and written notification of such has been received by the Council;
  - (b) the Affordable Housing Units referred to in paragraph 3.1.10(a) of Part 1 of this Schedule have been Transferred to the Affordable Housing Provider or the Council (as applicable) on terms that accord with relevant GLA funding requirements current at the date of acquisition of the Affordable Housing Units by the Affordable Housing Provider or the Council (as applicable); and
  - (c) the Affordable Housing Provider has entered into a Nominations Agreement (if applicable) in respect of the said units.
- 3.1.11 not to Occupy or permit or suffer Occupation of more than 1250 Open Market Housing Units until:
- (a) All Affordable Housing Units required to meet the Affordable Housing Minimum have been constructed in accordance with the Planning Permission and the terms of this Agreement and made ready for residential Occupation and written notification of such has been received by the Council;
  - (b) the Affordable Housing Units referred to in paragraph 3.1.11(a) of Part 1 of this Schedule have been Transferred to the Affordable Housing Provider or the Council (as applicable) on terms that accord with relevant GLA funding requirements current at the date of acquisition of the Affordable Housing Units by the Affordable Housing Provider or the Council (as applicable); and
  - (c) the Affordable Housing Provider has entered into a Nominations Agreement (if applicable) in respect of the said units.

#### **4. Chargee In Possession**

- 4.1 In order to benefit from the protections of paragraph 3.1.5(c) of Part 1 of this Schedule, a Chargee must first:
- 4.1.1 serve a Default Notice on the Council by delivery by hand to the Council's offices at Civic Centre Wood Green London N22 8LE during 9am to 5pm on week days or using first class registered post to the Council's offices at Civic Centre Wood Green London N22 8LE in either case addressed to the Head of Legal and Governance and the Assistant Director of Planning of the Council prior to seeking to dispose of the relevant Affordable Housing Units;
  - 4.1.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and
  - 4.1.3 subject to paragraph 4.5 of Part 1 of this Schedule, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with 4.3 of Part 1 of this Schedule.
- 4.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.
- 4.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

- 4.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
  - 4.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 4.4.2 of Part 1 of this Schedule or determined in accordance with paragraph 4.4.3 of Part 1 of this Schedule;
  - 4.3.3 provided that the purchase price has been agreed in accordance with paragraph 4.4.2 of Part 1 of this Schedule or determined in accordance with paragraph 4.4.3 of Part 1 of this Schedule, but subject to paragraph 4.3.4 of Part 1 of this Schedule, the Council (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
  - 4.3.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
  - 4.3.5 any other terms agreed between the parties to the Option (acting reasonably).
- 4.4 Following the service of the Intention Notice:
- 4.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
  - 4.4.2 the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
    - (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in paragraph 3 of Part 1 of this Schedule; and
    - (b) (unless otherwise agreed in writing between the Council (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.
  - 4.4.3 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 4.4.2 of Part 1 of this Schedule:
    - (a) the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
    - (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
    - (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 4.4.2(a) of Part 1 of this Schedule, due regard being

had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;

- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

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

- 4.5.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- 4.5.2 the Council (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- 4.5.3 the Council (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

4.6 The Council (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 4.4 to 4.5 of Part 1 of this Schedule (inclusive).

4.7 That in respect of any of the Affordable Housing Units the net receipt accruing to any Affordable Housing Provider from the sale of any of the Affordable Housing Units will be recycled in accordance with regulations and directions made by the GLA from time to time.

4.8 Not to amalgamate or sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit.

## **5. London Shared Ownership Housing Units**

5.1 No less than 6 (six) months prior to the anticipated first Occupation of any London Shared Ownership Housing Unit, to submit a Marketing Plan to the Council for its approval and in the event of any refusal by the Council to approve the Marketing Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Marketing Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit the Occupation of any London Shared Ownership Housing Units until the Marketing Plan has been approved by the Council ("**the Approved Marketing Plan**") PROVIDED THAT in the event the Council has not provided a response within 20 Working Days of receipt of the Marketing Plan the Occupation restriction in this paragraph shall cease to apply.

5.2 Unless otherwise agreed in writing with the Council, to carry out the Development in accordance with the relevant Approved Marketing Plan and to only offer and market the London Shared Ownership Housing Units in accordance with the relevant Approved Marketing Plan and not to Occupy or cause or permit the Occupation of any Intermediate Housing Units until the Marketing Evidence has been submitted to and approved in writing by the Council PROVIDED THAT in the event the Council has not provided a response within 20 Working Days

of receipt of the Marketing Evidence the occupation restriction in this paragraph shall cease to apply.

- 5.3 If any London Shared Ownership Housing Units remain unsold after the Marketing Plan Period and the Council has confirmed in writing that it is satisfied that the Developer has complied with the Approved Marketing Plan having regard to the Marketing Evidence then to procure that the Affordable Housing Provider sells, markets, advertises, promotes and prioritises those Intermediate Housing to the following people in order of priority or such other order of priority as notified by the Council in writing from time to time:

5.3.1 Local Registered Provider (RP) and London Borough of Haringey tenants;

5.3.2 London Borough Haringey Housing Waiting List;

5.3.3 Local people living and/or working in London Borough of Haringey;

5.3.4 Local people living and/or working in the North Sub Region;

5.3.5 People living and/or working in any London Borough;

5.3.6 Armed forces personnel;

5.3.7 Any other person.

## **6. Shared Equity Housing Units**

- 6.1 The Developer shall Transfer of each of the Shared Equity Housing Units to the Council as soon as reasonably practicable following Practical Completion of each Shared Equity Housing Unit.

- 6.2 Following the Transfer of a Shared Equity Housing Unit, the Council shall offer a lease of the said Shared Equity Housing Unit to a Love Lane Estate Owner, and for the avoidance of doubt any offer shall be on a per-household basis to the named leaseholder(s) only.

- 6.3 The Council shall repeat the process in paragraph 6.2 of Part 1 of this Schedule until such time as all Love Lane Estate Owners have been offered a lease of a Shared Equity Housing Unit.

- 6.4 In the event that

6.4.1 a Love Lane Estate Owner declines an offer of a Shared Equity Housing Unit; or

6.4.2 a Shared Equity Housing Unit has been marketed to the Love Lane Estate Owners for at least six months, but no Love Lane Estate Owner has accepted the offer of a Transfer of that Shared Equity Housing Unit, then

the Council may convert the said Shared Equity Housing Unit to an alternative type of Affordable Housing Unit and will be under no continued obligation to provide that unit as a Shared Equity Housing Unit.

## **7. Option to purchase**

- 7.1 The Developer shall offer the Council the Transfer of the Social Rented Housing Units to the Council and for a period of 6 (six) months prior to the anticipated Practical Completion of each unit ("the **6 Month Period**") shall co-operate in good faith and use reasonable endeavours to secure such Transfer of the said Social Rented Housing Units and not to Transfer or permit the Transfer of the Social Rented Housing Units to a Social Rented Housing Provider until either

7.1.1 expiry of the 6 Month Period or



7.1.2 the receipt by the Developer of written confirmation from the Council that it is satisfied that the Developer has discharged its obligations under this paragraph and paragraph 7.2 of Part 1 of this Schedule or confirmation that it does not intend to take a Transfer of the Social Rented Housing Units.

7.2 In relation to paragraph 7.1 of Part 1 of this Schedule, the Council and the Developer shall use reasonable endeavours to agree the purchase price for the Social Rented Housing Units but in the event of failure to agree the purchase price the matter shall be determined by an independent surveyor having at least 10 years' experience in the valuation of affordable /social housing within the London area and will be appointed by agreement between the Parties or failing such agreement and upon application by either party by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy, due regard being had to all the restrictions imposed upon the Social Rented Housing by this Agreement.

## 8. Monitoring

8.1 The Developer covenants with the Council to provide annual returns to the Council the first of such return to be submitted not later than one month after Occupation of the Affordable Housing Units with details of the tenant of each Affordable Housing Unit and its tenure which shall include, where consented to by the individual concerned:

8.1.1 the Household Income of such purchaser or tenant;

8.1.2 the ethnicity of such purchaser or tenant (where available);

8.1.3 the total initial monthly housing costs for each ~~London~~ <sup>Rented SH</sup> Affordable ~~Rented~~ <sup>SH</sup> Housing Unit, including service and estate charges, but showing such charges as separate figures;

8.1.4 the location of the purchaser or tenant's previous accommodation by local authority (where available);

8.1.5 the tenant's present occupation (where available); and

8.1.6 for each London Shared Ownership Housing Unit, the purchase price of the unit and the percentage equity share bought, and details of all Staircasing receipts during that period

PROVIDED THAT such obligation shall not be required where it would be unlawful or not within the control of the Developer to provide or process the information.

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## **Part 2: Viability Reviews: General**

### **1. Requirements for updated viability appraisals**

- 1.1 The Developer agrees with the Council that each Updated Viability Appraisal will comply with the following requirements:

### **2. Basis of Each Review**

- 2.1 Each Updated Viability Appraisal will re-run the base appraisal in the Base Viability Appraisal using the Argus Developer software (or such other software agreed in writing by the Council) with "Day 1" being the date of this Agreement.
- 2.2 Each Updated Viability Appraisal will reflect:
- 2.2.1 actual revenues and costs incurred, current values and actual areas at the Relevant Review Date which will be substituted for the forecasts in the Base Viability Appraisal where possible and reasonable, and
  - 2.2.2 current estimates for revenues, costs and areas where actuals are unavailable or the parties agree would be unreasonable to use PROVIDED THAT where estimates are used for costs and values not yet delivered, that Viability Review must consider the specifics of the building typologies proposed.
- 2.3 Sufficient detail and evidence shall be provided for all inputs at Updated Viability Appraisal. In particular the "actuals" element recording costs to date will be supported by documents such as final accounts for build contracts, and schedules of sold prices which appear on land registry. Where the Council is not satisfied with the information provided they will have the right to inspect invoices / receipts etc. on an open book basis, at all times acting reasonably in making such requests.
- 2.4 All costs and revenues of the Development will be reviewed, including the Benchmark Land Value and the actual acquisition costs of the leasehold interests of the Love Lane Estate Owners and any other property acquisitions will be included in each Updated Viability Appraisal.
- 2.5 For the existing leasehold and freehold properties which are to be acquired in order to carry out the Development, the valuation of Existing Use Value from the Base Viability Appraisal will be used except where statutory compensation is payable because the acquisition is undertaken through compulsory purchase or under threat of future compulsory purchase where there is a resolution from the Council to make a compulsory purchase order.
- 2.6 Where any residential or commercial occupiers are due to be paid statutory compensation following an acquisition under compulsory purchase or under threat of future compulsory purchase, all statutory compensation, disturbance payments and other negotiated compensation and professional fees are to be reviewed and actual costs used (these are to be included as development costs rather than Benchmark Land Value).
- 2.7 Revenue from any grant or Public Subsidy is to be included at the time that the Developer receives such monies.
- 2.8 The minimum level of Affordable Housing is the Affordable Housing Minimum.
- 2.9 In the interests of transparency all Development Viability Information provided to the Council pursuant to the requirements of this Agreement shall be provided on an open book basis and shall be made publicly accessible except where otherwise provided by law.

### **3. General Assumptions**

- 3.1 Assumed percentages for items such as professional fees will be based on the Base Viability Appraisal, with actual costs replacing these percentages where available.

3.2 Assumptions regarding gross external areas, gross internal areas, net internal areas and net saleable areas will be as set out in the Base Viability Appraisal unless actual figures are available or unless otherwise agreed in writing by the Council.

3.3 All other assumptions in the Base Viability Appraisal will be used in the Updated Viability Appraisal, unless actuals are available or unless otherwise stated in this Part 2 of this Schedule.

#### **4. Values**

4.1 The revenues and timings of receipts for Affordable Housing Units will be evidenced through Market Value where the relevant units are not disposed to an Affordable Housing Provider through an arms-length transaction between the Affordable Housing Provider and the Developer and in all other cases actual values will be used.

#### **5. Costs**

5.1 Eligible costs shall comprise all construction costs associated with building and completion of each Plot and all costs incurred in the sale and/or leasing of the Plots.

5.2 Site-wide infrastructure costs will be inputted as a separate Plot and will comprise all construction costs associated with building and completion of the site wide infrastructure, which shall include:

5.2.1 all landscaped public open space;

5.2.2 roadways, cycle paths, footpaths (that provide access to more than one Plot);

5.2.3 services/utilities/drainage;

5.2.4 Energy Centre;

5.2.5 reprofiling of the Site; and

5.2.6 Site remediation.

5.3 Costs that are both Site-wide and Plot-specific must not be double counted.

5.4 Ineligible costs are set out in Annex 1 to this Schedule and include development management fees, developer overheads (including both master developer's and plot developer's costs).

5.5 Actual costs will be supported by evidence including (but not limited to) details of payments made or agreed to be paid in a building contract, receipted invoices and costs certified by the Owner's quantity surveyor, costs consultant or agent.

5.6 In the event that all or part of the land comprising Affordable Housing Phase 4 is developed pursuant to the Goods Yard Permission and/or the Depot Permission therefore resulting in the requirement to provide car parking elsewhere within the Development, the gross internal area and costs allocated towards car parking within Affordable Housing Phase 4 should be removed from Affordable Housing Phase 4 in the next Viability Review to be undertaken and the updated actual costs for other Affordable Housing Phases will include the gross internal area and costs allocated towards car parking in these Affordable Housing Phases (as applicable)

#### **6. Application of the Surplus**

6.1 The Developer agrees that, if a Surplus Arises under a Viability Review, the Affordable Housing Minimum will be increased and, in the case of the Late Stage Review, the Late Stage Review Contribution will be calculated in accordance with this paragraph 6 of Part 2 of this Schedule.

6.2 In the case of the Early Stage Review, the increase to the Affordable Housing Minimum must be equivalent to the increase in the number of Affordable Housing Units (at the tenure split specified below) that is required in order for the internal rate of return in the approved Updated

Viability Appraisal to reduce to the Target IRR, the effect being to apply all of the surplus to Affordable Housing.

- 6.3 In the case of the Mid-Stage Review 1, the Mid-Stage Review 2 and Mid-Stage Review 3, the increase to the Affordable Housing Minimum must be equivalent to the increase in the number of Affordable Housing Units (at the Affordable Housing Target Tenure Split) that is required in order for the internal rate of return in the approved Updated Viability Appraisal to reduce to the Adjusted IRR, defined below with the effect of using the Adjusted IRR rather than the Target IRR is to apply 70 per cent of the surplus for the Mid-Stage Review 1, the Mid-Stage Review 2, and Mid-Stage Review 3, to Affordable Housing and in relation to the Late Stage Review to provide 60 per cent of the Surplus as the Late Stage Review Contribution.
- 6.4 If any required increase in Affordable Housing Units under paragraphs 6.2 and 6.3 of Part 2 of this Schedule is not a whole number of units then anything less than 0.5 will be rounded down to the next whole number and any anything equal to or greater than 0.5 will be rounded up to the next whole number.
- 6.5 The tenure split of the Affordable Housing Units to be added to each Updated Viability Appraisal must be such that, after taking into account these units and excluding the Re-Provided Affordable Housing Units, the Development would continue to comply with the Affordable Housing Target Tenure Split.
- 6.6 The Additional Affordable Housing Units must be shown in an updated Affordable Housing Plan, and for the avoidance of doubt Additional Affordable Housing Units can be located in any Phase or Plot yet to come forward, or can be located off-site if agreed with the Council in order to secure mixed and balanced communities and to avoid design delays prior to submission of an application for Reserved Matters Consent.
- 6.7 In the case of the Late Stage Review, the amount of the Late Stage Review Contribution is the amount of the payment to the Council that is required to be added to the approved Updated Viability Appraisal (assuming that this payment is made on the Late Stage Review Date or, if agreed in writing between the Owner, the Council and the GLA, in accordance with an instalment payment schedule) in order for the internal rate of return in the approved Updated Viability Appraisal to reduce to the Adjusted IRR the effect of using the Adjusted IRR, rather than the Target IRR, being to convert 60 per cent of the surplus to the Late Stage Review Contribution.
- 6.8 **"Adjusted IRR"** means a hypothetical internal rate of return **"A"** as calculated by the following formula:

$$A = B\% \times (C - D) + D$$

where:

"A" cannot be lower than either the Target IRR or the latest Adjusted IRR following the latest of the Mid-Stage Review 1, Mid-Stage Review 2, or Mid-Stage Review 3 to have occurred.

"B" is 30 where this calculation is for the Mid-Stage Review 1, the Mid-Stage Review 2, Mid-Stage Review 3, and 40 where this calculation is for the Late Stage Review.

"C" is the relevant Review Stage IRR; and

"D" is the Target IRR or the latest adjusted IRR following the latest of the Mid-Stage Review 1, Mid-Stage Review 2, or Mid-Stage Review 3 to have occurred

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### **Part 3: Early Stage Review**

#### **1. Early Viability Trigger**

- 1.1 The Developer 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.
- 1.2 No later than five Working Days after receiving a written request from the Council, the Developer 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.
- 1.3 Following the Developer's notification pursuant to paragraph 1.1 of Part 3 of this Schedule 2 the Developer 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:
  - 1.3.1 provide the Developer with reasonable written notice of its intention to carry out such an inspection;
  - 1.3.2 comply with relevant health and safety legislation; and
  - 1.3.3 at all times be accompanied by the Developer or its agent.
- 1.4 No later than 20 (twenty) Working Days after the Council receives
  - 1.4.1 notice pursuant to paragraph 1.1 of Part 3 of this Schedule; or
  - 1.4.2 if the Council makes a request under paragraph 1.2 of Part 3 of this Schedule , the additional documentary evidence,

the Council shall inspect the Property and thereafter provide written confirmation to the Developer 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.
- 1.5 If the Council notifies the Developer that the Council considers that the Substantial Implementation has not been achieved then this paragraph 1 of Part 3 of this Schedule shall continue to apply mutatis mutandis until the Council has notified the Developer pursuant to paragraph 1.4 of Part 3 of this Schedule that the Substantial Implementation has been achieved.
- 1.6 The Developer shall not Occupy the Development or any part thereof until:
  - 1.6.1 the Council has notified the Developer pursuant to paragraph 1.4 of Part 3 of this Schedule that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
  - 1.6.2 the Council has notified the Developer pursuant to paragraph 3.6 of Part 3 of this Schedule that no Surplus Has Arisen; or
  - 1.6.3 in the event that the Council notifies the Developer pursuant to paragraph 3.6 of Part 3 of this Schedule that a Surplus Has Arisen, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 3.8 of this Part 3 of Schedule 2

## **2. Submission of Development Viability Information and other information**

2.1 Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 of Part 3 of this Schedule):

2.1.1 the Developer shall submit Development Viability Information no later than 20 (twenty) Working Days after the date on which the Developer is notified pursuant to paragraph 1.4 above of Part 3 of this Schedule ) that the Substantial Implementation has not been achieved, on the basis that the Council may make such information publicly available:

2.1.2 Paragraphs 3 and 4 below of Part 3 of this Schedule shall apply.

## **3. Assessment of Development Viability Information and other information in relation to an Early Stage Review**

3.1 The Council shall assess the Development Viability Information and assess whether in its view a Surplus Has Arisen and whether the Development Viability Information is approved and for the avoidance of doubt the Council (acting reasonably) will be entitled to rely on its own evidence subject to such evidence also being provided to the Developer.

3.2 The Council may appoint an External Consultant (subject to paragraph 3.9 of Part 3 of this Schedule) to assess the Development Viability Information PROVIDED THAT

3.2.1 the External Consultant must be appointed not later than 10 Working Days after submission of the Development Viability Information; and

3.2.2 any External Consultant so appointed will report to the Council:

(a) not later than 20 Working Days after the date of receipt by the External Consultant of the Development Viability Information, if no request is made under paragraph 3.3 below of Part 3 of this Schedule ; or

(b) not later than 20 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 3.4 of Part 3 of this Schedule, if a request is made under paragraph 3.3 below of Part 3 of this Schedule .

3.3 Not later than 20 Working Days after submission of the information under paragraph 3.1 above of Part 3 of this Schedule the Council and/or an External Consultant may request in writing from the Developer further information or supporting evidence for the relevant Development Viability Information that it reasonably requires.

3.4 The Developer shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 3.3 above of Part 3 of this Schedule.

3.5 The process in paragraphs 3.3 and 3.4 of Part 3 of this Schedule may be repeated until the Council and/or the External Consultant has all the information it reasonably requires to assess whether in their view a Surplus Has Arisen, with the periods in 3.2.2(a), 3.3, 3.4 and 3.6.2 of Part 3 of this Schedule restarting accordingly.

3.6 Not later than:

3.6.1 35 Working Days from the Development Viability Information above, if no request is made under paragraph 3.3 above of Part 3 of this Schedule ; or

3.6.2 25 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 3.4 above of Part 3 of this Schedule , if a request is made under paragraph 3.3 above of Part 3 of this Schedule



the Council shall notify the Developer in writing of the Council's intended decision as to whether any Surplus Has Arisen and whether the Development Viability Information is approved.

- 3.7 Where the Council concludes that a Surplus Has Arisen but the Developer's initial submission concluded otherwise, or if any part of the Additional Affordable Housing Scheme submitted is not approved by the Council the Developer shall provide an Additional Affordable Housing Scheme to the Council for approval within 10 (ten) Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.6 above of Part 3 of this Schedule.
- 3.8 If an Additional Affordable Housing Scheme is submitted to the Council pursuant to paragraph 3.7 above of Part 3 of this Schedule , the Council shall notify the Developer in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Scheme is approved within 15 Working Days of receipt of the submission and, if the Additional Affordable Housing Scheme is not approved, paragraph 3.7 above of Part 3 of this Schedule and this paragraph 3.8 of Part 3 of this Schedule shall continue to apply mutatis mutandis.
- 3.9 Where the Council does not have internal resource to review Development Viability Information and appoints an External Consultant to review the Development Viability Information on its behalf, the Developer shall pay to the Council the reasonable and proper costs of appointing the External Consultant PROVIDED THAT:
- 3.9.1 such costs are agreed in advance between the Developer and the Council;
- 3.9.2 the Council shall not be obliged to consider the relevant report until such costs are agreed; and
- 3.9.3 such payment shall be made within 25 Working Days of presentation of an invoice and provision of reasonable evidence such as appointment letter and itemised invoice.

#### **4. Delivery of Additional Affordable Housing**

Where it is determined pursuant to paragraph 3 of Part 3 of this Schedule that one or more Additional Affordable Housing Units are required the Developer shall deliver the Additional Affordable Housing Units in accordance with the most recently approved Additional Affordable Housing Scheme

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## **Part 4: Mid-Stage Review 1**

### **1. Mid-Stage Review 1 Trigger**

The Developer shall notify the Council in writing of the anticipated Mid-Stage Review 1 Date not less than 20 (twenty) Working Days in advance of that date.

### **2. Submission of Development Viability Information and other information in relation to a Development Break Viability Review**

- 2.1 No later than 20 (twenty) Working Days after the Mid-Stage Review 1 Date notified to the Council pursuant to paragraph 1 of Part 4 of this Schedule, the Developer shall submit the Development Viability Information on the basis that the Council may make such information publicly available:

### **3. Assessment of Development Viability Information and other Information**

- 3.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 2 of Part 4 of this Schedule, and assess whether in its view a Surplus Has Arisen and whether the submitted Development Viability Information is approved in accordance with the steps set out at paragraph 3 of Part 3 of this Schedule.
- 3.2 If the Council and/or the External Consultant determines following receipt of the Development Viability Information that the Mid-Stage Review 1 Date has not occurred, the Council (acting reasonably) may require the Developer to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Mid-Stage Review 1 Date (as determined by the Council).
- 3.3 The Developer shall not Occupy or permit or suffer Occupation of the Open Market Housing Units in Affordable Housing Phase 2 until the Council has approved the Development Viability Information under paragraph 3.1 of Part 4 of this Schedule.
- 3.4 The Developer shall pay the Council's costs in accordance with paragraphs 3.9 of Part 3 of this Schedule.

### **4. Delivery of Additional Affordable Housing**

Where it is determined pursuant to paragraph 3 of this Part of this Schedule that one or more Additional Affordable Housing Units are required the Developer shall deliver the Additional Affordable Housing Units in accordance with the most recently approved Additional Affordable Housing Scheme.

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## **Part 5: Mid-Stage Review 2**

### **1. Mid-Stage Review 2 Trigger**

The Developer shall notify the Council in writing of the anticipated Mid-Stage Review 2 Date not less than 20 (twenty) Working Days in advance of that date.

### **2. Submission of Development Viability Information and other information in relation to a Development Break Viability Review**

No later than 20 (twenty) Working Days after the Mid-Stage Review 2 Date notified to the Council pursuant to paragraph 1 of Part 5 of this Schedule, the Developer shall submit the Development Viability Information on the basis that the Council may make such information publicly available:

### **3. Assessment of Development Viability Information and other Information**

- 3.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 2 of Part 5 of this Schedule, and assess whether in its view a Surplus Has Arisen and whether the submitted Development Viability Information is approved in accordance with the steps set out at paragraph 3 of Part 3 of this Schedule.
- 3.2 If the Council and/or the External Consultant determines following receipt of the Development Viability Information that the Mid-Stage Review 2 Date has not occurred, the Council (acting reasonably) may require the Developer to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Mid-Stage Review 2 Date (as determined by the Council).
- 3.3 The Developer shall not Occupy or permit or suffer Occupation of the Open Market Housing Units in Affordable Housing Phase 3 until the Council has approved the Development Viability Information under paragraph 3.1 of Part 5 of this Schedule.
- 3.4 The Developer shall pay the Council's costs in accordance with paragraphs 3.9 of Part 3 of this Schedule.

### **4. Delivery of Additional Affordable Housing**

Where it is determined pursuant to paragraph 3 of this Part of this Schedule that one or more Additional Affordable Housing Units are required the Developer shall deliver the Additional Affordable Housing Units in accordance with the most recently approved Additional Affordable Housing Scheme.

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## **Part 6: Mid-Stage Review 3**

### **1. Mid-Stage Review 3 Trigger**

The Developer shall notify the Council in writing of the anticipated Mid-Stage Review 3 Date not less than 20 (twenty) Working Days in advance of that date.

### **2. Submission of Development Viability Information and other information in relation to a Development Break Viability Review**

No later than 20 (twenty) Working Days after the Mid-Stage Review 3 Date notified to the Council pursuant to paragraph 1 of Part 6 of this Schedule, the Developer shall submit the Development Viability Information on the basis that the Council may make such information publicly available:

### **3. Assessment of Development Viability Information and other Information**

- 3.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 2 of Part 6 of this Schedule, and assess whether in its view a Surplus Has Arisen and whether the submitted Development Viability Information is approved in accordance with the steps set out at paragraph 3 of Part 3 of this Schedule.
- 3.2 If the Council and/or the External Consultant determines following receipt of the Development Viability Information that the Mid-Stage Review 3 Date has not occurred, the Council (acting reasonably) may require the Developer to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Mid-Stage Review 3 Date (as determined by the Council).
- 3.3 The Developer shall not Occupy or permit or suffer Occupation of the Open Market Housing Units in Affordable Housing Phase 5 until the Council has approved the Development Viability Information under paragraph 3.1 of Part 6 of this Schedule.
- 3.4 The Developer shall pay the Council's costs in accordance with paragraphs 3.9 of Part 3 of this Schedule.

### **4. Delivery of Additional Affordable Housing**

Where it is determined pursuant to paragraph 3 of this Part of this Schedule that one or more Additional Affordable Housing Units are required the Developer shall deliver the Additional Affordable Housing Units in accordance with the most recently approved Additional Affordable Housing Scheme

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## **Part 7: Late Stage Review**

### **1. Late Stage Review Trigger**

The Developer shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 (twenty) Working Days in advance of that date.

### **2. Submission of Development Viability Information and other information in relation to a Late Stage Review**

No later than 20 Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 1 of Part 7 of this Schedule, the Developer shall submit to the Council the Development Viability Information on the basis that the Council may make such information publicly available.

### **3. Assessment of Development Viability Information and other Information**

- 3.1 The Council shall assess the Development Viability Information and assess whether a Late Stage Review Contribution is payable and, if so, how much and the Council (acting reasonably) will be entitled to rely on its own evidence subject to such evidence being relevant and also being provided to the Developer.
- 3.2 The Council may appoint an External Consultant to assess the Development Viability Information PROVIDED THAT:
- 3.2.1 the External Consultant must be appointed not later than 10 Working Days after submission of the Development Viability Information; and
- 3.2.2 any External Consultant so appointed will report to the Council:
- (a) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the Development Viability Information, if no request is made under paragraph 3.3 of Part 7 of this Schedule; or
- (b) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the information submitted pursuant to paragraph 3.4 of Part 7 of this Schedule, if a request is made under paragraph 3.3 of Part 7 of this Schedule.
- 3.3 Not later than 20 Working Days after submission of the Development Viability Information the Council and/or an External Consultant may request in writing from the Developer further information or supporting evidence of the Development Viability Information.
- 3.4 The Developer shall provide any reasonably required information the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 3.3 of Part 7 of this Schedule.
- 3.5 The process in paragraphs 3.3 and 3.4 of Part 7 of this Schedule may be repeated until the Council and/or the External Consultant has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required, with the periods in paragraphs 3.2.2(b), 3.3, 3.4 and 3.7.2 of Part 7 of this Schedule restarting accordingly.
- 3.6 If the Council and/or External Consultant (as applicable) determines following receipt of the Development Viability Information that the Late Stage Review Date has not occurred, the Council (acting reasonably) may require the Developer to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Late Stage Review Date (as determined by the Council).

3.7 Not later than:

3.7.1 35 Working Days from the latest submission of the Development Viability Information, if no request is made under paragraph 3.3 of Part 7 of this Schedule; or

3.7.2 25 Working Days from the date of receipt by the Council of any information provided to the Council pursuant to paragraph 3.4 of Part 7 of this Schedule, if a request is made under paragraph 3.3 of Part 7 of this Schedule

the Council shall the Owners in writing of its intended decision as to whether any Late Stage Review Contribution is required and, if so, how much.

3.8 The Developer shall not Occupy or permit Occupation of more than 85 per cent of the Residential Units within the Development until the Council has notified the Developer in writing of its decision pursuant to paragraph 3.7 of Part 7 of this Schedule as to whether any Late Stage Review Contribution is required.

**4. Public subsidy**

Nothing in this Agreement shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Developer following a Viability Review.

## **Part 8: Dispute Resolution**

1. Subject to the following sub-paragraphs, the Developer or the Council may refer any question, calculation or determination under this Schedule an Expert pursuant to Clause 13 in the event of a dispute as to that question, calculation or determination PROVIDED THAT that Expert's decision shall relate solely to that question, calculation or determination and shall not prejudice the Council's right to make any other determination under this Schedule 2.
2. For the purposes of any dispute relating to any question, calculation or determination under this Schedule 2 that is referred to an Expert under clause 13
  - 2.1.1. the Council shall nominate to act as the Expert three independent and suitable persons holding appropriate professional qualifications and with at least 10 post-qualification years' experience in the relevant matters that are in dispute;
  - 2.1.2. the Developer shall choose one of those three persons to act as the Expert;
  - 2.1.3. if the person chosen by the Developer is unable or unwilling to act as the Expert, the Developer shall choose another person from the Council's list;
  - 2.1.4. if all three persons on the Council's list are unable to act as the Expert, the process in sub-paragraphs 2.1.1-2.1.2 shall repeat and sub-paragraph 2.1.3 and this sub-paragraph 2.1.4 of Part 8 of this Schedule shall apply mutatis mutandis; and
  - 2.1.5. the Expert shall act as an expert whose decision shall be final and binding on the Parties in the absence of fraud or manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the Parties to the dispute in equal shares.

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## **ANNEX 1 to Schedule 2**

### **Ineligible Costs**

The following costs are considered to be included within the Developer's return and cannot be included within the Updated Viability Appraisal as development costs.

This list is not exhaustive but serves to illustrate the type of costs that cannot be included as they are considered Developer's overheads. For a cost to be considered 'ineligible', must not directly relate to the delivery of the construction of the development.

- Staff salaries (apart from that directly relate to the supervision and delivery of construction work if carried out by the Developer's staff rather than external surveyors).
- Supervision of staff and contractors (where this is an internal staff supervisory role, not an external consultant).
- Staff Training (apart from construction related training).
- Insurance (apart from any necessary insurance relation to the development site).
- Office costs (rent, maintenance, refurbishments or alterations, security, lighting, heating, cooling, telephone and internet services, couriers, equipment, general office supplies).
- Taxes.
- Finance costs or interest payments.
- Accounting costs.
- Legal fees (apart from legal fees that relate to the construction, demolition or delivery of the development).
- Depreciation.
- Advertising (apart from marketing related to the sale or leasing of the Development)
- Consulting services (apart from any consulting services incorporated within the professional fees that relate planning or construction of the development).

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**ANNEX 2 to Schedule 2**  
**NOMINATIONS AGREEMENT**

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

**BETWEEN:**

- (1) xxx of xxxxx (hereinafter called “the Association”); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** Civic Centre Wood Green, London N22 8LE (hereinafter called ‘the Council’)

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

**1. INTERPRETATION**

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

<b>Word or Phrase</b>	<b>Meaning</b>
“Act”	the Housing Act 1996 (as amended);
"Association's Nominated Officer"	the officer nominated from time to time by the Association to administer the Association's obligations under this Agreement;
“Dwelling”	a single flat or other self contained accommodation which is to be built on the Property as part of the development during the Development and which is to be used for affordable rented accommodation
“Development”	the provision of ..... residential units as authorised by the Planning Permission;
“Eligibility Criteria”	the criteria set out in Appendix 2 as agreed between the Association and the Council;
“GLA Agreement”	the agreement between the Greater London Authority and ..... dated .....
“Initial Lettings”	the first letting to a tenant by way of a Dwelling

<b>Word or Phrase</b>	<b>Meaning</b>
"Nominee"	a person who is nominated by the Council for occupation of to a Dwelling in accordance with the provisions of this Agreement;
"Non True Void"	a void created by temporarily decanted tenants and voids created by permanent decants;
"Registered Provider"	a registered social landlord registered with the Homes and Community Agency (or its successor) as a non-profit "registered provider of social housing" as such term is defined in the Housing and Regeneration Act 2008 and which shall include the Association;
"the Plan"	the plan attached at Appendix 3 of this Agreement;
"the Planning Permission"	planning permission HGY/ granted on ..... and any planning permission granted under section 73 of the Town and Country Planning Act 1990 removing or varying a condition thereto;
"the Property"	shall mean the property known as ..... ..... registered at HM Land Registry under title number ..... and shown edged red on the Plan;
"Tenancy Agreement"	shall be the Association's standard form of assured tenancy and assured shorthold tenancy as let under the Housing Act 1988
"True Void"	any Dwelling that becomes vacant to be made available to Haringey Council and defined as: <ul style="list-style-type: none"> <li>i. Voids created through tenant moves to other landlords where no reciprocal arrangement exists;</li> <li>ii. Voids created by housing association transfers within Haringey where the transfer is to another landlord;</li> <li>iii. Voids created by the death of a tenant where there is no statutory or contractual right to succession;</li> <li>iv. Voids created by eviction or abandonment of the property;</li> </ul>



<b>Word or Phrase</b>	<b>Meaning</b>
	v. Voids created by decants once works are completed; vi. Voids created by permanent decants; but in each case excluding a Non-True Void;.
"Vacant Dwelling"	in respect of any Dwelling that Dwelling becoming vacant; and
"Working Days"	Monday to Friday excluding bank and statutory holidays;

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

## **2. NOMINATION RIGHTS**

- 2.1. The Association hereby grants to the Council the right to nominate Nominees for housing as tenants of the Association in accordance with the provisions of this Agreement PROVIDED THAT such right shall cease to apply in respect of any Dwelling which is demolished pursuant to a planning permission.
- 2.2. Subject to its obligations under clause 10.8 of the GLA agreement (to the extent applicable), the Association grants nomination rights to the Council as follows:
  - (i) the Council shall have the right to make nominations to 100% of all Initial Lettings and all True Voids becoming available.
  - (ii) the Council shall have the right to make nominations to a minimum of 75% of all subsequent lettings of Dwellings with two or more bedrooms;
  - (iii) the Council shall have the right to make nominations to a minimum of 50% of all subsequent lettings of Dwellings with one bedroom;

and undertakes to closely monitor nominations to the Council to ensure that these quotas are met within the financial year (01 April – 31 March).
- 2.3. The Council agrees with the Association that it will at all times act fairly and reasonably in relation both to the number and manner of selection of Nominees under this Agreement having regard to the Council's rights to nominate such persons to housing of other providers of social housing in the London Borough of Haringey with which the Council from time to time has nomination arrangements.
- 2.4. The parties shall agree to closely monitor nominations to the Council to ensure that clause 2.2 has been complied with within each financial year (01 April to 31 March).

### **3. NOMINATION PROCEDURE**

- 3.1. The Council shall review each application for extra care supported housing and verify the applicant's household details in order to ensure that all Nominees are suitable.
- 3.2. In order to facilitate Initial Letting of the Dwellings, the Association shall advise the Council six months prior to completion of the Development including information on bed size, suitability for special needs and availability dates. Where a Dwelling is able to have adaptations, details of this must be provided to enable the Council to identify clients with a matching housing need and the Association shall use its reasonable endeavours to facilitate early viewings by professionals such as occupational therapists at the request of the Council subject to safe and secure access being available and the visitor complying with all required health and safety precautions and advice. The parties shall meet at least once every 4 weeks during the 12 weeks prior to completion of the Development to ensure the effective implementation of this Agreement and acknowledge that failure to advise of the timescale and attend viewings may well delay nominations.
- 3.3. For subsequent lettings (where possible), the Association shall give at least 4 weeks written notice to the Council of the date on which the Dwelling will become vacant.
- 3.4. The Association agrees not to place unreasonable conditions on the type of nomination which might be made to a particular letting. The Council will take remedial action and seek to ensure that no applicant is excluded from a right to safety and a quality of life due to unreasonable conditions placed on a particular letting.
- 3.5. The Council agrees to provide the Association with comprehensive information (within the bounds of data protection) regarding Nominees in terms of relevant individual support needs and previous tenancy issues in keeping with the Council's sustainable communities agenda.
- 3.6. The Association is expected to achieve a lettable standard for each Dwelling to which the Council has nomination rights. This standard should be set by the Association's published policy and be made available to the Council on request.
- 3.7. Requests from the Association to implement local lettings policies will be subject to negotiation in line with the Council's lettings policy.
- 3.8. Housing specifically designated for older people will be subject to appropriate restrictions and divergence from the normal nomination procedures to ensure that properties are only offered to the identified age group and those with appropriate care and support needs.

### **4. ASSOCIATION GROUNDS FOR REFUSAL**

- 4.1. The Association shall only reject nominees in the following specific circumstances:
  - (i) If a Nominee does not meet the Eligibility Criteria;

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

## **5. RECIPROCAL ARRANGEMENTS**

- 5.1. The Council shall consider sympathetically any requests from the Association for reciprocal lettings arrangements. These will be considered on a case-by-case basis by senior officers (after consultation with Homes for Haringey) who will have particular regard to:
- (i) The comparability of the units (e.g., size, quality, area, timetable for availability);
  - (ii) Whether it will prevent statutory homelessness;
  - (iii) Whether it is necessary to achieve expenditure within a necessary timescale;
  - (iv) Whether it is necessary to prevent violence/harassment; and
  - (v) Other exceptional circumstances to be agreed by negotiation.
- 5.2. Any reciprocal arrangements will not fall within the nomination quota outlined in clause 2.2.

## **6. COUNCIL APPEAL PROCEDURE**

- 6.1. Nominees shall have the right of appeal in line with the Council's published lettings policy. The right of appeal relates only to the suitability of the offer.

- 6.2. The Council shall operate the appeal procedure as specified in its lettings policy. Nominees are given 48 hours after refusal to reconsider the offer at which point it is withdrawn.

## **7. TERMS OF TENANCY**

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

## **8. MONITORING**

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

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

## **9. AMENDMENTS TO LEGISLATION**

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

## **10. INCUMBRANCES ON THE PROPERTY**

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

## **11. DISPUTE RESOLUTION**

- 11.1. Save as otherwise herein expressly provided any disputes or differences arising between the parties hereto as between their respective rights duties or obligations or to

any other matter or thing in any way arising out of or connected with the subject matter of this Agreement shall be referred to the determination of a single independent assessor acting as an expert and not as arbitrator to be agreed upon by the parties or failing agreement to be a person nominated by the President for the time being of the Chartered Institute of Housing. The decision of the said assessor shall be final and binding on the parties hereto.

## **12. EQUAL OPPORTUNITIES**

- 12.1. The parties agree to operate equal opportunities designed to prevent and eliminate discrimination in the provision of social housing. This would include any Nominee excluded under clause 4.1.
- 12.2. Monitoring of this Agreement (as set out in Clause 8) is integral to this Agreement and will include a quarterly report on the ethnic origin and socio-economics of lettings.
- 12.3. The quarterly monitoring will evaluate returns as a standing item. Where evidence of discrimination of a direct or indirect nature is identified, the parties shall inform their respective Director/Head of Service, who will consider what action be taken in respect of this. With particular reference to clause 4.1, when an action plan is agreed it will be continued to be monitored at this level.

## **13. REVIEW ARRANGEMENTS**

- 13.1. Special meetings on the nominations policy and procedure may be arranged at the request of the Council or the Association to review this Agreement. This Agreement may only be varied following discussions and the Appendices varied following a review or special meeting and any such variations must be evidenced in writing and duly signed by the parties hereto.
- 13.2. Both parties will agree to facilitate the most efficient lettings process in order to ensure the Association does not endure excessive rent loss as a direct result of the practices and procedures contained in Appendix 1 to this Agreement, the Association reserves the right to seek a review of the practices and procedures for processing Nominees as set out in accordance with clause 13.1 above.

## **14. NOTICES**

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

## **15. MISCELLANEOUS**

The Council and the Association hereby agree that:

- 15.1. If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected or impaired.
- 15.2. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.3. The consent or approval of the purchaser tenant and/or occupier of any Dwelling and/or their mortgagees shall not be required in respect of any agreed variation adjustment or supplement to this Agreement.
- 15.4. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each of the parties hereby submits to the exclusive jurisdiction of the English Courts.

## **16. COSTS**

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

# APPENDIX 1

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## Practices and Procedures for Processing Nominations

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## **1. REQUEST FOR NOMINATION: ASSOCIATION ACTION**

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

## **2. MAKING NOMINATIONS: COUNCIL ACTION**

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

## **3. ASSESSMENT OF NOMINEES - ASSOCIATION PRACTICES**

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

#### **4. ASSOCIATION GROUNDS FOR REFUSAL**

4.1. The Association shall only reject nominees in the following specific circumstances:

- (i) If the Nominee does not meet the Eligibility Criteria.
- (ii) If the circumstances of the nominated household have changed since they were last assessed by the Council, or, if new information has come to light since the assessment was made, such that the offer is unsuitable.
- (iii) If inaccurate and/or incomplete information has been provided by the Nominee or the Council.
- (iv) If the nominated applicant's behaviour, or a member of their household, is such that a local authority would have been able to obtain an outright possession order against them, had they been a local authority tenant.
- (v) If the rejection is approved following negotiation with the Council's Housing Assessments & Lettings Manager.
- (vi) The Nominee has not completed a tenancy agreement within 4 weeks of the Council providing the said details referred to in paragraph 2.1.
- (vii) If the Nominee's care and support needs are in excess of the care and support services available at the Property.
- (viii) In the reasonable opinion of the Association the nominee is unsuitable for the dwelling taking into account the need to create and maintain a balanced community at the Property.

4.2. The Association shall not offer a Nominee a different unit from that originally made available unless previously agreed with the Council's Housing Assessments and Lettings Manager.

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

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

5.2. The outcome of all nominations will be recorded and monitored by the Council.

#### **6. COUNCIL REVIEW PROCEDURE**

6.1. The Council shall operate a procedure which does not involve keeping an Association's offer open longer than 2 Working Days from the date of refusal.

- 6.2. Nominees shall only have the right of review against the suitability of the offer and no other factors.

## **7. CASCADE**

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

## **8. INTERMEDIATE HOUSING**

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

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# SCHEDULE 1

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## REQUEST FOR NOMINATION

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## REQUEST FOR NOMINATION

## FOR COMPLETION BY PARTNER ASSOCIATIONS / CO- OPERATIVES

## A: To Homes for Haringey

Property Address			
Post code			
Date of request		Property available from	
Landlord		Tel. No.	
Contact officer		Email	
Weekly rent (excl. Water rate)		Weekly service changes	

## B: Property Details

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

## Type of Heating please ✓

Gas combination boiler		Electricity Only		Solid fuel		Under floor	
------------------------	--	------------------	--	------------	--	-------------	--

District Heating ☐

other ☐

None ☐

Security  
Y/N ☐

**C: Additional Information**

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

**Viewing date**

**Viewing Time**

Name of officer  
supplying details

**Email to:** Lettings Team - [lettings@haringey.gov.uk](mailto:lettings@haringey.gov.uk)

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**Internal Use**

OHMS Updated by

Date

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Officer details



## SCHEDULE 2

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### HARINGEY NOMINATION FORM

#### Risk Assessment Form

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**RISK ASSESSMENT FORM**  
**HARINGEY COUNCIL NOMINATION FORM**

<b>DATE:</b>	
<b>ADVERT WEEK:</b>	
<b>SELECTION: 1<sup>ST</sup>, 2<sup>ND</sup> ETC</b>	
<b>NOMINEE PRIORITY:</b>	

<b>RP</b>	
<b>RP OFFICER</b>	
<b>CONTACT NUMBER</b>	
<b>PROPERTY ADDRESS</b>	
<b>BED SIZE</b>	
<b>UPRN:</b>	
<b>ADVERT NUMBER</b>	

**HOUSEHOLD DETAILS:**

<b>First &amp; Surname</b>	<b>D.O.B</b>	<b>Gender</b>	<b>Relationship to Applicant</b>	<b>Joint App</b>	<b>Income source CORE Q10</b>	<b>Nat Ins No.</b>

<b>CURRENT ADDRESS</b>	
<b>CONTACT NUMBER</b>	
<b>REFERENCE NUMBER</b>	
<b>BAND</b>	
<b>EFFECTIVE DATE</b>	
<b>CONTACT METHOD</b>	
<b>DATE OF SUCCESSFUL VERIFICATION</b>	

<b>Ethnic Origin of Applicant (CORE Q5)</b>	
---	--

**HOUSING ACCESS ROUTE (CORE 15/17)**

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

**RISKASSESSMENT**

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

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

**SUPPORT NEEDS**

<b>Communication Needs</b>	
<b>Medical Assessment / Needs of Applicant</b>	
<b>Date Carried Out</b>	
<b>Vulnerability of any household member</b>	
<b>Tenancy Sustainment (Floating Support needs)</b>	
<b>Statutory Care (Mental Health, Social Services – Care Package)</b>	
<b>Contact Details of Support Provider</b>	

<b>Bid Type:</b>	<b>Web Bidder</b>		
<b>Viewing Date / Time:</b>			
<b>Accepted:</b>		<b>Tenancy Start Date</b>	
<b>Refused: (Reason)</b>			
<b>Did Not Attend:</b>			

<b>NOMINATING LETTINGS OFFICER:</b>  Tel. Number:0208 489 47
--

**PLEASE EMAIL VIEWING RESULTS TO: [lettings@haringey.gov.uk](mailto:lettings@haringey.gov.uk) AS SOON AS THE VIEWING HAS BEEN COMPLETED.**

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

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## APPENDIX 2

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### ELIGIBILITY CRITERIA

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For Intermediate housing, the priority cascades for this type of housing are listed below:

1. Local Registered Provider (RP) and London Borough of Haringey tenants;
2. London Borough Haringey Housing Waiting List;
3. Local people living and/or working in London Borough of Haringey;
4. Local people living and/or working in the North Sub Region;
5. People living and/or working in any London Borough;
6. Armed forces personnel;
7. Any other person.

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**ANNEX 3 to Schedule 2**  
**Love Lane Leaseholder Offer**

# LOVE LANE LEASEHOLDER OFFER

NOVEMBER 2021

HIGH ROAD WEST



Image credit: Pollard Thomas Edwards

**Haringey**  
LONDON

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## INTRODUCTION



### WHAT IS THIS POLICY?

This policy sets out the council's commitments to leaseholders on the Love Lane Estate who are affected by the High Road West scheme. It includes re-housing options for resident leaseholders and guarantees on the payment of compensation for both resident and non-resident leaseholders.

High Road West will bring wide reaching improvements to the local area, delivering what the community have told us are their priorities. Priorities such as providing much needed new high-quality homes including council homes, new jobs, new and improved community facilities, employment space, as well as enhanced green and open spaces.

The scheme will also see £10 million of social and economic investment into the local community, and provide opportunities for residents to benefit from education, employment, and training.

**If you have questions on the information provided in this document, please contact your Community Engagement Officer:**

Lauren Schneider  
lauren.schnieder@haringey.gov.uk  
Tel: 07816 151961

The High Road West Team will be able to talk you through its contents.



...GET IN TOUCH

### How has the policy been developed?

The policy has been developed through engagement and consultation with leaseholders over several years, most recently in February and March 2021. It seeks to address leaseholders' concerns such as affordability and to ensure that resident leaseholders can stay within their community and benefit from the scheme.

The policy was approved by Cabinet in July 2021 and is also captured in the Love Lane Landlord Offer. This document was the subject of the resident ballot in August and September 2021, where the majority of participating residents voted in favour of the redevelopment of the estate as part of the High Road West scheme. The Leaseholder Offer provides additional detail to the Landlord Offer.

The borough-wide revised Estate Renewal Rehousing and Payments Policy 2017 (ERRPP), which has also been subject to public consultation and agreed by Cabinet is also relevant to this policy. The ERRPP sets out the Council's general commitments to residents living on estates that are affected by estate renewal schemes.

### What are the Council's commitments to leaseholders?

The Council's commitments to leaseholders include the following:

All resident leaseholders have a guaranteed Right to Return

This means that if you are a resident leaseholder, you will be able to either remain on the estate until your new home is ready, or move away and return when your new home is built.

All resident leaseholders who wish to move away will be supported to do so

This means that if you are a resident leaseholder, you will be offered practical support to find a new home on the open market. Qualifying resident leaseholders will also have the option to seek financial support to acquire a new home within the borough with an equity loan.

No resident and non-resident leaseholder will be financially worse off as a result of the estate renewal

This means leaseholders will receive the market value of their property, compensation for the loss of their property and a payment to cover relevant costs. It is understood that certain housing costs can change over time and are out of the control of the Council, but the commitment that no leaseholder will be financially worse off as a result of the renewal scheme is met by the provision of Home Loss or Basic Loss and Disturbance payments to cover the costs of moving, as well as the commitment to ensuring there is always an offer available that is affordable, enabling them to stay within the original area.

The Council also maintain the other commitments of the Leaseholder Guide, including openness, transparency and fairness in the delivery of High Road West and working with residents closely throughout the process.

You will also be able to speak with a dedicated officer and/or through the Independent Tenant and Leaseholder Advisor if you have any issues or questions.

### What is the definition of a resident leaseholder?

There are two definitions applicable to different parts of this offer.

For the purposes of Rehousing (section 2 of this offer) a resident leaseholder is:

A leaseholder who lives in their property continuously from 16 December 2014, when the High Road West masterplan was agreed, up until the date they need to move out for their property to be demolished.

For the purposes of Payments (section 4 of this offer) a resident leaseholder is:

A leaseholder who has lived in their property continuously for a period of one year ending on the date they need to move out for their property to be demolished.





## REHOUSING FOR... RESIDENT LEASEHOLDERS

### Summary information

#### What rehousing support will I have?

The Council is committed to working with each resident leaseholder to ensure you are successfully rehoused. Your dedicated Rehousing Officer will be able to help you every step of the way. You will also be able to access advice from the Love Lane Estate Independent Tenant and Leaseholder Advisor and from an independent financial advisor.

#### What are the rehousing options for resident leaseholders on the Love Lane Estate?

The rehousing options that are available to resident leaseholders on the Love Lane Estate are:

- A** Buy a new home in the High Road West area with an enhanced equity loan from the Council

This option means that you will buy and own a new leasehold home in the High Road West scheme. Your contribution towards the new property would include the value of your current home and your Home Loss Payment. The remaining difference in price would be made up by an equity loan from the council, which you would not have to pay any rent or interest on. The terms for this rehousing option are detailed on pages 8-9.

You also have an option to acquire a new shared ownership home. In a shared ownership home, you will own a share of the home and pay rent on the portion of the property retained by the Council or another provider.

Whilst this option is available to Love Lane resident leaseholders, the more affordable enhanced equity loan option within this policy should mean that the shared ownership option is not required.

- B** Buy a home elsewhere in Haringey with financial support from the Council

This option allows you to buy and own any property being sold in Haringey on the open market up to 1.83 times the value of your current property. Your contribution towards the new property would include the value of your current home and your Home Loss Payment. The remaining difference in price would be made up by an equity loan from the council, up to 40% of the value of the new property, which you would not have to pay any rent or interest on. The terms for this rehousing option are detailed on page 10.

There may be opportunities for intermediate homes to be offered to leaseholders arising as part of new schemes across the borough, in line with the equity loan terms set out in this section.

- C** Buy a home without financial support from the Council

This option means that you will buy a home without any financial support from the Council. The terms for this rehousing option are detailed on page 11.

- D** Request a leasehold swap

Subject to availability, this option means that you will buy and own the leasehold of a Haringey Council-owned property of equivalent value. The terms for this rehousing option are detailed on page 11.

- E** Exceptional circumstances

In exceptional circumstances where a residential leaseholder wishes to remain in the scheme area but cannot afford to qualify for an equity loan, the Council will review each case on its merits to provide the most suitable housing offer they can afford. This is described in more detail on page 11.

### Can I get independent financial advice?

Yes; the Council will provide with you with a list of suggested independent financial advisors (FCA registered), or you can choose others if you wish. Reasonable costs associated with the independent financial advice will be reimbursed by the Council.

The independent financial advisor can advise you on how much you can afford to contribute towards a new home, including the mortgage you can afford. They will also be able to provide help in accessing mortgages.





Image credit: Pollard Thomas Edwards

### Resident leaseholders' re-housing options explained

**A** Buying a new home in the High Road West area with an enhanced equity loan from the Council

#### What are the terms?

If you would like to buy a new home in the High Road West area but you cannot afford to do so outright, the Council will help you by offering an equity loan. The equity loan terms for this option are as follows:

- The Council will contribute money to help you buy your new home.
- You must make a minimum contribution towards your new home. This should be the same amount you received for the market value of your home on the Love Lane Estate plus your Home Loss Payment.
- If you are unable to invest the whole value of your current home (e.g. because of difficulties re-mortgaging), the maximum amount you can reasonably contribute towards the new home will be determined through a financial assessment,

but should not be below 25% of the value of the new home. Your independent financial advisor will be able to help you work with the Council to complete this financial assessment.

- You will NOT have to pay any rent or interest on the equity owned by the Council.
- You will be the sole legal owner of the property. The Council's equity share will be secured as a charge on the property along with any mortgage you may have taken out.
- You will be responsible for repairs, service charges and all other costs associated with the property and will be able to sublet, subject to the usual requirements to notify the freeholder and any lease terms.
- The equity loan only needs to be repaid when the home is sold or transferred to another owner (excluding the circumstances set out in the 'Will I be able to pass on the equity loan' section below). For example, if the Council has contributed 10% of the price paid for the new home when you acquired it, then you will need to pay the Council 10% of the value of the property when the property is sold or transferred.

- You can choose to pay off a portion (a minimum of 10% at any one time) or all of the Council's equity at any point in time. To do this a valuation must be undertaken (each party covering their own valuation costs) and any administrative costs met by you.

#### What if I cannot afford 25% of the new property?

If you have exceptional circumstances, for example the maximum amount you could reasonably contribute towards the new home is less than 25% of the value of the new property, then your individual circumstances will be considered in the light of the independent financial assessment, to find the most appropriate way of enabling you to stay in the area without adversely affecting your financial situation.

#### Will I be able to pass on the equity loan?

In the event of your death, you will be able to pass on the equity loan to your spouse, civil partner or a person living with you as your partner, as long as your partner resided at the home with you at the time of your death and as

long as they can afford to retain the same level of equity in the property as you did. The equity loan will not be able to be passed on to anyone other than a partner and must be repaid in full when the property is transferred to another owner.

We understand that there may be some cases where you have an adult child or another family member living with you in the property. This individual will have 12 months to decide whether to:

- sell the property and use the proceeds to find alternative accommodation or
- pay off the equity loan (e.g. by obtaining a mortgage for that amount) and remain living in the property as a leaseholder.

#### Ownership and responsibilities

New homes in High Road West will be available as leasehold properties. Similar to Right to Buy, this means that there is a lease for a fixed period of time. You are responsible for repairs, service charges and all other costs associated with the new property.







Image credit: Pollard Thomas Edwards

### B Buy a home elsewhere in Haringey with financial support from the Council

#### What are the terms?

If you would like to buy a new home elsewhere in the borough but you cannot afford to do so outright, the Council will help you by offering an equity loan. The equity loan terms for this option are as follows:

- The Council will contribute money to help you buy your new home.
- The property must be on the open market in Haringey, and no more than 1.83 times the value of your current property.
- You must make a minimum contribution towards your new home. This should be the same amount you received for the market value of your home on the Love Lane Estate plus your Home Loss Payment, and not be below 60% of the value of the new home.
- You will NOT have to pay any rent or interest on the equity owned by the Council.
- You will be the sole legal owner of the property. The Council's equity share will be secured as a charge on the property along with any mortgage you may have taken out.
- You will be responsible for repairs, service charges and all other costs associated with the property and will be able to sublet, subject to the usual requirements to notify the freeholder and any lease terms.
- The equity loan only needs to be repaid when the home is sold or transferred to another owner (excluding the circumstances set out in the 'Will I be able to pass on the equity loan' section below).

For example, if the Council has contributed 10% of the price paid for the new home when you acquired it, then you will need to pay the Council 10% of the value of the property when the property is sold or transferred.

- You can choose to pay a portion (a minimum of 10% at any one time) or all of the Council's equity at any point in time. To do this a valuation must be undertaken (each party covering their own valuation costs) and any administrative costs met by you.
- There may be opportunities for intermediate homes to be offered to leaseholders arising as part of new schemes across the borough, in line with the equity loan terms set out in this section. Residents will be made aware of these if they arise.
- This offer is open to all resident leaseholders for properties inside the borough and may be extended to properties outside of Haringey following an application to the Estate Renewal Rehousing and Payments Discretion Panel.

#### Will I be able to pass on the equity?

In the event of your death, you will be able to pass on the equity loan to your spouse, civil partner or a person living with you as your partner, as long as your partner resided at the home with you at the time of your death and as long as they can afford to retain the same level of equity in the property as you did. The equity loan will not be able to be passed on to anyone other than a partner and must be repaid in full when the property is transferred to another owner.

We understand that there may be some cases where you have an adult child or another family member living with you in the property. This individual will have 12 months to decide whether to:

- sell the property and use the proceeds to find alternative accommodation or
- pay off the equity loan (e.g. by obtaining a mortgage for that amount) and remain living in the property as a leaseholder.

### C Buy a home without financial support from the Council

You may wish to use the money from the sale of your property on the Love Lane Estate, plus other funds, to buy a new property on the open market either within the High Road West scheme or elsewhere without Council assistance.

If you choose this option, the Council can provide practical help in finding a new home. The level of help to be provided will be assessed on a case by case basis, in accordance with individual needs, and may include (but is neither guaranteed to include nor restricted to) the provision of:

- Information on how to purchase a property on the open market such as finding solicitors etc.
  - Information on any other leasehold properties the Council knows are for sale
  - Advice on intermediate housing options in Haringey
- Additional support may be provided where the Council assesses that you would have difficulty purchasing a new home on the open market – for example, if you have support needs. This support may include practical assistance and help in arranging a new mortgage, arranging surveys and advice on the legal steps needed to complete a purchase. Any offer of additional support and the level of support given will be at the Council's discretion.

### D Request a leasehold swap

#### What are the terms?

If you would like to swap your property for an existing Council property elsewhere in the borough, the Council will try to facilitate this. However, the Council has a very small number of properties available of the appropriate size, value and location. It should be noted therefore that the choice will be limited and dependent on what properties are available at the time of request.

The leasehold swap terms are:

- The property you wish to move to must be of equivalent value, allowing for reasonable variation between the valuations of the two properties.
- Subject to very limited availability, you will be able to acquire another Council property of the same number of bedrooms or smaller than the existing property.
- You will not be required to contribute your Home Loss payment to facilitate the transaction, nor can this be used to acquire a higher value property.

#### How will the leasehold swap process work?

To access the leasehold swap, you will need to complete a leasehold swap needs assessment form with your Rehousing Officer. This form will allow you to state your preferences, including:

- Preferred postcode within the borough
- No. of bedrooms (same size or smaller than existing property)

The Rehousing Officer will then be able to advise on how many properties are likely to become available subject to these preferences. If your request is approved and a suitable property becomes available, your Rehousing Officer will contact you with available times to view the property. Once you have viewed the property, you can then decide if you wish to proceed with the swap.

If more than one leaseholder is interested in the property, then the first to state their desire to proceed with the swap following the viewing period will generally be given priority, similar to the home-buying process. However, if applicable, the Council may choose to prioritise residents who are less equipped to find and purchase a property on their own (e.g. those who are elderly or disabled).

### E Exceptional circumstances

#### What if I can't raise enough funds to acquire a home?

If you are unable to raise sufficient funds to qualify for an equity loan the Estate Renewal Rehousing and Payments Discretion Panel will review the options available to you and identify the most suitable offer that you can afford. This may include alternative financing, a smaller property or a rental offer.





VALUATION PROCESS...

## RESIDENT AND NON-RESIDENT LEASEHOLDERS

**You will be entitled to receive the full market value of your property. The Council will enter into negotiations with you to seek a mutually agreeable value for your home.**

During the process of negotiation, officers and the Independent Tenant and Leaseholder Advisor (ITLA) can explain your compensation entitlements and the Council's procedures for purchasing your property. If you are a resident leaseholder your rehousing options and available support will also be discussed with you.

The Council aims to provide you with support and time to consider your options and will advise you of any dates by which you need to decide if you want to sell your property by agreement. All offers relating to buying your property will be set out in writing for you to accept or reject, following a suitable period and process of negotiation of the valuation.

### Who will value a leaseholder's property?

The Council will appoint a qualified valuer to act on its behalf to undertake a valuation of the property to determine its market value. All leaseholders can appoint a qualified valuer to act on their behalf. Reasonable costs associated with this will be reimbursed by the Council.

Valuations will take into account any improvement works undertaken before the valuation date. They are undertaken on the basis of open market valuations which are based on the 'existing use' of the area and do not take into account any increase or decrease attributable to the estate renewal or the fact that the purchase may be acquired under future compulsory conditions.

### What happens if there is no agreement on the valuation?

If the Council's valuer and your valuer cannot reach agreement, then the parties can appoint a single joint expert (a third valuer) to help resolve the dispute.

The single joint expert will be a RICS qualified valuer with appropriate experience in compulsory purchase valuation cases. Both parties will need to agree on the choice of the expert, who will be jointly appointed. The process is voluntary, confidential and non-binding, and has been demonstrated to work successfully between parties in reaching agreement. The Council will cover the costs of the single joint expert and also the reasonable costs for you to be professionally represented through this process.

Should you not accept the single joint expert's valuation, then you have the right to appeal to the Upper Tribunal (Lands Chamber), as set out on page 18.

PAYMENTS...

## RESIDENT AND NON-RESIDENT LEASEHOLDERS

**The amount of compensation you will receive will depend on whether you are a resident or a non-resident leaseholder. The following sections summarises the compensation available.**

### Resident Leaseholders

#### What compensation are resident leaseholders entitled to?

If you are a resident leaseholder you will be able to claim for the following:

- The market value of your property
- Home Loss Payment
- Disturbance Payments – to cover the reasonable costs of moving
- Decent Homes works compensation (where applicable)



#### What is a Home Loss Payment?

You are entitled to receive a Home Loss Payment to compensate you for the loss of your home. This figure is set by the government and is currently assessed at 10% of the market value of the property, with a minimum of £7,100 and a maximum payment of £71,000 as of October 2021.

If you do not qualify for a statutory Home Loss payment, for example, because the property has not been your only or main residence for a year prior to the date your property needs to be demolished the Council may, in exceptional circumstances, make a discretionary Home Loss payment not exceeding the statutory amount.

#### What are Disturbance Payments?

Disturbance Payments are made to compensate you financially for expenses associated with the need to move. Disturbance Payments will be made under the Land Compensation Act 1973.

The list below, sets out examples of items which will be covered by the Disturbance Payment and are considered reasonable under that Act:

- Removal costs from the current home to the new home, which will be paid directly to the Council's approved removal firm or to your removal firm where you obtain two estimates which have been approved by the Council prior to the move. For vulnerable residents, this might include additional support, such as furniture packing and unpacking.
- Redirection of mail for each authorised surname living at the address.
- Telephone and internet disconnection and reconnection, including additional lines.





- Disconnection of any television aerials or satellite dishes connected either to an existing television or that allows the proper operation of television equipment. Reconnection will only apply with the express approval of the landlord at the new address.
- New homes may have television aerials and systems installed as part of the specification.
- Washing machine, cooker, dishwasher and plumbed fridge disconnection and reconnections to be carried out by the removal firm's operatives (who must be suitably qualified to the appropriate trade standards).
- In some cases, payments may also be made for replacing white goods or furnishings owned by the tenant where the existing white goods/furnishings do not fit into the new property.
- Carpets and curtains.
- Special locks and alarm refitting if these are currently fitted at the old property. They must be dismantled and refitted by a qualified locksmith or recognised alarm company and all locks and alarms must meet the relevant British standard for security. Front door and window grilles would not be covered.
- Dismantling and re-fitting of fitted resident owned furniture (such as kitchen units and wardrobes).
- Any extra costs of new school uniform if moved to a different area, which necessitates a change of school (supported by letters from the respective schools).
- Reimbursements for wage or salary loss on the day of the removal, provided loss of earnings is certified by the employer, for up to two members of the household.
- Reasonable costs you incur, if approved in writing by the Council prior to the cost being incurred, for example travel to viewings, replacement of sheds, additional childcare paid for pre-school children on the day of the move and outside furniture which cannot be dismantled, etc. Redecoration may also be payable in particular circumstances and that this will be considered on a case by case basis. In the unlikely event that a leaseholder needs to move off the Love Lane Estate before moving to their new home in High Road West, the Disturbance Payments may need to be paid twice.

#### Additional payments available to resident leaseholders

As a resident leaseholder you can also claim for additional Disturbance Payments on top of those set out above. These are any costs associated with selling your current property and purchasing a new one. The new home can be outside the High Road West area, but must be within the UK and the property must be purchased, and the claim made, within one year of the Council purchasing your property on the Love Lane Estate, to be eligible for this payment.

The payment of these additional costs is dependent on the rehousing option you choose and can include:

- Early mortgage redemption fees at the existing property
- Conveyancing costs
- Mortgage and lender fees arising from the purchase of a replacement property
- Stamp duty land tax arising from the purchase of a replacement property
- Solicitor/legal fees arising from the purchase of a replacement property
- In some cases, payment for replacing white goods or furnishings owned by the leaseholder where the existing white goods/furnishings do not fit into the new property
- Removal and reinstatement of disabled adaptations as agreed by Haringey Council's Occupational Therapist

If you are not moving into one of the new homes in the High Road West area, Disturbance Payments will need to be claimed within one year of the property being acquired unless there are exceptional circumstances.



### How will payments be made to me?

All payments will be made directly to you. Claims for Home Loss payments can be made up to six years after you have moved and will be paid by the Council within three months of receiving the claim.

Any arrears will normally be offset against any Home Loss payment. This includes service charge or major works arrears. Deductions may also be made for any Council Tax arrears.

The property value, Home Loss and Decent Homes works compensation are paid on completion of the sale. Disturbance payments may come later. An earlier advance payment of at least part of the total payment may be considered in exceptional cases of financial hardship.

For Disturbance Payments, you will be offered two payment options:

- A Claim Option where you submit a Disturbance Payment claim form for any legitimate expenses with receipts or proof of expenses

- A Fixed Payment Option where you receive a fixed sum payment instead of claiming for each expense. Payments are based on property size and are currently set at:

1 bedroom	£1,650
2 bedrooms	£2,000
3 bedrooms	£2,400
4 bedrooms	£2,780

Disturbance payments will only be made in respect of one replacement property so in cases where joint leaseholders are not purchasing another property together, they will need to decide who will claim.

### What if I need payments made in advance?

Emergency payments may be made available to those who will need this payment to secure a new home. If you are moving into one of the replacement homes within the High Road West area, Disturbance Payments may include expenses associated with moving twice if this involves first living in temporary housing. This will not apply if you have rejected an offer of a new home and have chosen to fund your own temporary housing because you want to return to a particular block or location. In these circumstances, the Council will only fund costs relating to one move.

### Non-Resident Leaseholders

#### What payments are non-resident leaseholders entitled to?

If you are a non-resident leaseholder you will be able to claim for the following:

- The market value of your home
- A 7.5 % Basic Loss Payment
- Compensation for any reasonable costs incurred as a result of purchasing a new property in the UK, e.g. conveyancing costs
- Decent Homes works compensation (where applicable)

#### What is a Basic Loss Payment?

You are entitled to receive a basic loss payment of 7.5% of the agreed value of the property (up to a maximum of £75,000 as of October 2021).

You are not entitled to any disturbance payments.

#### Additional payments available to non-resident leaseholders

Leaseholders are entitled to claim costs associated with selling their current property and purchasing a new one. The Council will reimburse leaseholders for reasonable legal costs incurred, up to the amount that would be payable if the purchase price of the new property was equivalent to the market value of the existing property.

The new home can be outside the High Road West area, but must be within the UK and the property must be purchased, and the claim made, within one year of the Council purchasing your property on the Love Lane Estate, to be eligible for this payment.

Payment of these additional costs is dependent on the option taken by each individual leaseholder and freeholder in relation to rehousing, and can include:

- Early mortgage redemption fees at the existing property
- Conveyancing costs
- Mortgage and lender fees arising from the purchase of a replacement property
- Stamp duty land tax arising from the purchase of a replacement property
- Solicitor/legal fees arising from the purchase of a replacement property

#### How will payments be made to me?

All payments will be made directly to you. Claims for Basic Loss payments can be made up to six years after you have moved and will be paid within three months of receiving the claim.

Any arrears will normally be offset against any Basic Loss payment. This includes service charge or major works arrears. Deductions may also be made for any Council Tax arrears.

The property value, Basic Loss and Decent Homes works compensation are paid on completion. Other costs, such as reasonable costs for purchasing a new property, may come later.





### Resident and Non-Resident Leaseholders

#### The Leaseholder Guide mentioned Decent Homes Work reimbursements – is this still available?

Yes. Love Lane Estate leaseholders will be able to claim for compensation for Decent Homes work which was carried out before the Council's Cabinet agreed the High Road West masterplan in December 2014 and is not captured in the valuation of the property. The compensation will be calculated on a sliding scale, for example if you paid £18,000 for new windows which were due to last 30 years, but you only had the enjoyment of the windows for 10 years they will be compensated for the 20 year loss, i.e. £12,000 compensation would be due.

#### What if I do not agree with the level of payments made to me?

The Council would like to ensure that all payments are agreed in advance by both parties and would be happy to discuss any issues arising. However, there may be occasions when you'd like to access the complaints procedure.

The Council has a two-stage complaints process, which can be used in relation to appeals against the application of this offer. For more information visit:

[www.haringey.gov.uk/contact/council-feedback/complaints-about-council](http://www.haringey.gov.uk/contact/council-feedback/complaints-about-council)

Where the appeal is regarding the valuation of the property, leaseholders are encouraged to discuss this with the Council and if necessary, implement the single joint expert process. All leaseholders have the statutory right to refer the matter to the Upper Tribunal (Lands Chamber) to determine the appropriate level of compensation. Further advice on this can be provided by the Love Lane Estate Independent Tenant and Leaseholder Advisor.

Information on the Lands Chamber of the Upper Tribunal can be found at:

<https://www.gov.uk/courts-tribunals/upper-tribunal-lands-chamber>

## FURTHER INFORMATION

### Ensuring leaseholders are not financially worse off

The Council is committed to ensuring, so far as possible, that no resident should be financially worse off as a result of the High Road West scheme. But this does not necessarily mean that every leaseholder will pay exactly the same housing costs after the move as they did before the move.

For resident leaseholders, it is noted that lending rates and criteria are subject to change over time, and are beyond the control of the Council, so the cost of the same value mortgage may differ between properties. This means that housing costs will change for some leaseholders, particularly if they move to larger or smaller homes. The commitment that no resident leaseholder will be financially worse off as a result of the High Road West Scheme is met by the provision of Home Loss and Disturbance payments and the commitment to ensuring there is always an offer available that is affordable to them, enabling them to stay within the original area. This offer may be open market purchase, with an equity loan either within or outside the estate renewal scheme (but within Haringey).

For resident leaseholders, other costs, such as utilities, insurance, service charges, Council Tax and mortgage rates will also change – some falling, some rising. The Council will work hard with the High Road West development partner, Lendlease, to keep service charges in particular as low as possible. But any changes in these charges, which are outside the control of the Council, are not considered to be covered by the commitment that no tenant or leaseholder will be financially worse off as a result of the renewal scheme.

For non-resident leaseholders, the commitment that no leaseholder or freeholder will be financially worse off as a result of the renewal scheme is met by the statutory provisions. This offer does not seek to resolve leaseholder issues which are not caused by the scheme itself, such as existing financial problems or costs that are beyond the Council's control.

### The Estate Renewal Rehousing and Payments Discretion Panel

In individual cases the Council may need to apply discretion where the application of this policy would lead to an inequitable or unfair outcome for an individual resident, or to an outcome which is not in keeping with the principles of this policy.

Any such decision on the use of discretion will be made by the Estate Renewal Rehousing and Payments Discretion Panel, and will be at the request of the resident affected. The Panel will have authority to apply or amend the application of this policy in individual cases where the specific circumstances would lead to outcomes which are not in keeping with these principles. It will not however have power to amend the policy generally.

### Updating the offer

Haringey Council reserves the right to amend the offer in any way in the future as a result of any changes in legislation, circumstances or otherwise.

An Equalities Impact Assessment (EqIA) has been produced for the Love Lane Leaseholder Offer and is appended to the Cabinet decision of July 2021. Hard copies are available on request.

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## **SCHEDULE 3**

### **TRANSPORT**

#### **1. Interpretation**

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

**"ATZ Route 2 Contribution"** means a financial contribution in the amount of TWO HUNDRED AND SIXTY THOUSAND POUNDS ONLY (£260,000-00) to be used towards the feasibility and design of cycle infrastructure from Bruce Grove Town Centre via a route to Assunnah Islamic Centre

**"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;

**"Car Club Parking Spaces"** means at least two (2) but no more than ten (10) parking spaces to be located within the Development and no more than five (5) in each Phase, to be used solely for the parking of Car Club vehicles;

**"Commercial Parking Design and Management Plan"** means a plan setting out details of the allocation and management of onsite parking spaces for Occupiers and users of the Commercial Development in order to maximise the use of public transport as well as increasing onsite disabled parking provision in line with London Plan policy and guidance;

**"Commercial Travel Plan"** means a plan for each Plot containing Commercial Development:

- (a) setting out ways to encourage sustainable transport to and from the Commercial Development for that Plot; and
- (b) containing amongst other things the provision of welcome induction packs to users of the Commercial Development for that Plot containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan policy and guidance

and which shall include the Commercial Parking Design and Management Plan;

**"Commercial Travel Plan Co-Ordinator"** means a person appointed to liaise with the Council in the submission and agreement of the Commercial Travel Plan and on compliance therewith and to be responsible for promoting the Commercial Travel Plan to Occupiers of the Commercial Development;

**"CoMoUK"** means the national charity promoting responsible car use;

**"Controlled Parking Zone"** means the Tottenham North Controlled Parking Zone and the Stadium Event Day Controlled Parking Zone

**"CPZ Contribution"** means a contribution in the amount of SIXTY THOUSAND POUNDS ONLY (£60,000-00) to be used by the Council towards ongoing review and expansion of the Controlled Parking Zone;

**"Love Lane Ballot"** means the Love Lane Leaseholder Offer annexed in Schedule 2, annex 3

**"Parking Design and Management Plan"** means a plan that will be submitted pursuant to the conditions of the Planning Permission and which shall include:

- (a) details of the management of on-site car parking spaces to be delivered in accordance with the Planning Permission for both the Commercial Development and Residential Units;
- (b) details of the provision and management of the total number of on-site car parking spaces as wheelchair accessible parking spaces for Occupiers of wheelchair accessible Residential Units ("**the Wheelchair Accessible Car Parking Spaces**");
- (c) details of the availability of parking stock within the Controlled Parking Zone;
- (d) details of the provision and management of the wheelchair accessible car parking space for Occupiers and visitors of the Commercial Development;
- (e) details of the allocation of the on-site car parking spaces to secure (regardless of tenure):
  - (i) the allocation of all of the Wheelchair Accessible Car Parking Spaces to Occupiers of wheelchair accessible Residential Units;
  - (ii) the allocation of the Commercial Wheelchair Accessible Car Parking Space to Occupiers of the Commercial Development;
  - (iii) following (i) and (ii), above the allocation of the car parking spaces to Occupiers of the Residential Units in the following order of priority:
    - three (3) or more bed Residential Units;
    - two (2) bed four (4) person Residential Units;
    - other two (2) bed Residential Units; then
    - one (1) bed Residential Units and studios.
  - (iv) any other information relating to parking reasonably requested by the Council;

**"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 Travel Plan"** means a plan for each Plot containing Residential Units:

- (a) setting out ways to encourage sustainable transport to and from the Residential Units in that Plot
- (b) setting out ways to achieve an 8% cycle mode share by the 5th anniversary of the Occupation Date of that Plot;
- (c) containing amongst other things the provision of welcome residential induction packs to Occupiers of the Residential Units of that Plot containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan; and
- (d) any other information reasonably requested by the Council.

including the Parking Design and Management Plan for that Phase;

**"Residential Travel Plan Co-Ordinator"** means a person appointed to liaise with the Council in the submission and agreement of the Residential Travel Plan and on compliance therewith and to be responsible for promoting the Residential Travel Plan to Occupiers of the Residential Units;

**"Tenant of the Love Lane Estate"** means a tenant of the Love Lane Estate at the time of the Love Lane Ballot;

**"TfL Bus Contribution 1"** means a contribution in the amount of FOUR HUNDRED AND SEVENTY-FIVE THOUSAND POUNDS ONLY (£475, 000-00) payable by the Developer to Transport for London ("TfL") to fund additional TfL bus services on a bus route serving the Development for a period of 5 (five) years;

**"TfL Bus Contribution 2"** means a contribution in the amount of FOUR HUNDRED AND SEVENTY-FIVE THOUSAND POUNDS ONLY (£475, 000-00) payable by the Developer to TfL to fund additional TfL bus services on a bus route serving the Development for a period of 5 (five) years;

**"TfL Bus Contribution 3"** means a contribution in the amount of TWO HUNDRED AND THIRTY-SEVEN THOUSAND POUNDS ONLY (£237, 000-00) payable by the Developer to TfL to fund additional TfL bus services on a bus route serving the Development for a period of 2½ (two and a half) years;

**"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 or amends a controlled parking zone in which the Property is situated;

**"Traffic Management Order Contribution"** means the sum of FIVE THOUSAND POUNDS ONLY (£5,000-00) payable by the Developer 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 Monitoring Contribution"** means the sum of TWENTY THOUSAND POUNDS ONLY (£20,000-00) to be paid by the Developer to the Council in respect of the Council's costs of monitoring the Residential Travel Plan and the Commercial Travel Plan;

## **2. Car-Free Development**

The Developer covenants with the Council as follows:

- 2.1 The Property shall not be used and/or Occupied by anyone who has a Resident's Parking Permit save for the application of paragraph 2.5.
- 2.2 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.
- 2.3 Prior to the Occupation of each Residential Unit each residential Occupier shall be informed by the Developer 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 residential Occupier shall contain an obligation for the Occupier to comply with and raise no objection to the provisions of paragraphs 2.1 and 2.2 above in substantially the form set out below:

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

- 2.4 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 2.

- 2.5 The restrictions in paragraphs 2.1-2.4 shall not apply in respect of any Occupier of the Development who:
- 2.5.1 is a Blue Badge Holder; or
  - 2.5.2 was a Tenant of the Love Lane Estate and was rehoused by the Council ("a Rehoused Tenant"), but for the avoidance of doubt any Tenant of the Love Lane Estate who moved out of the Love Lane Estate without being rehoused by the Council and is therefore not a Rehoused Tenant shall be bound by the restrictions of paragraphs 2.1 – 2.4.
- 2.6 The Developer will submit an updated Parking Design and Management Plan with each application for Reserved Matters Consent for the Development ("**Updated Parking Design and Management Plan**") which shall seek to maximise the opportunity for Blue Badge Holders and Rehoused Tenants to access off street parking.
- 2.7 Each Rehoused Tenant who held a Resident's Parking Permit before being rehoused shall be entitled to either:
- 2.7.1 an off street parking place within the Plot in which they are accommodated; or
  - 2.7.2 if no such off street parking place is available, to apply for a Resident's Parking Permit and such Rehoused Tenant shall not be refused a Resident's Parking Permit and shall not be in breach of paragraph 2.2 above for retaining it.

### **3. Car Club**

The Developer covenants with the Council as follows:

- 3.1 To liaise with a Car Club Operator and use reasonable endeavours to establish a Car Club in the vicinity of the Development and to provide a minimum of one (1) Car Club Parking Spaces per Phase for the Car Club.
- 3.2 Following Occupation of a Phase of the Development (save and excepting Occupation of Plot A), if the Car Club Operator demonstrates that there is sufficient demand for additional Car Club Parking Spaces within that Phase, the Developer shall provide additional Car Club Parking Spaces, up to a total maximum of 5 per Phase.
- 3.3 To ensure that the first residential Occupiers of each Residential Unit within a Phase are offered free membership of a Car Club for a period of two years from the date of the first Occupation Date of the Residential Unit PROVIDED THAT during this two-year period the Developer shall not be obliged to offer memberships to more than one (1) qualifying Occupier of each Residential Unit.
- 3.4 For two years from the Occupation Date of each Residential Unit to provide marketing literature advertising the availability of the Car Club membership to the residents of that Residential Unit PROVIDED THAT this marketing literature shall include the incentives detailed in paragraph 3.3 above.
- 3.5 To provide evidence of compliance with the provisions of this paragraph 3 to the Council's Transportation Planning Team when asked to do so and not to Occupy or cause or permit Occupation of a Phase (save and except for Plot A) until the Council has confirmed in writing that it is satisfied that if applicable the Car Club has been provided in accordance with the terms of this paragraph, and all the related provisions of this Agreement have been complied with.
- 3.6 The Parties agree that in the event that the Car Club Operator ceases to exist, or ceases (otherwise than following termination of any agreement with the Car Club Operator by the Developer) to operate the Car Club on any Phase of the Property, then subject to the Developer providing satisfactory written evidence to the Council that there is no demand from other Car Club Operators to operate a Car Club from that Phase or that there is demand only for a reduced Car Club within that Phase and the Council confirming its agreement in writing, the Developer shall thereafter:

- 3.6.1 no longer be required to allow a Car Club to operate from that Phase of the Development, or
- 3.6.2 be required to retain only the Car Club Parking Spaces within that Phase for use by a Car Club for which the Car Club has confirmed (and the Council has agreed) there is demand

(as the case may be).

#### **4. Residential Travel Plan**

The Developer shall:

- 4.1 No less than 6 (six) months prior to the Occupation Date of each Plot containing Residential Units, submit a Residential Travel Plan for that Plot to the Council for approval and in the event of any refusal by the Council to approve the Residential Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Residential Travel Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation until the Council approves the Residential Travel Plan for that Plot ("**the Approved Residential Travel Plan**").
- 4.2 No less than 6 (six) months prior to the first Occupation Date of each Plot containing Residential Units appoint the Residential Travel Plan Co-Ordinator for that Plot.
- 4.3 Work in collaboration with the Council to conduct annual reviews of the Approved Residential Travel Plan for that Phase for a minimum of 5 years following Occupation of more than 75% Residential Units within that Plot or six months following first Occupation of that Plot of the Development, whichever is earlier, and following such reviews to make such amendments to the Approved Residential Travel Plan as may be required by the Council.
- 4.4 Carry out and comply with the Approved Residential Travel Plan for that Plot (as may be amended from time to time in accordance with paragraph 4.3).

#### **5. Commercial Travel Plan**

The Developer shall

- 5.1 No less than 6 (six) months prior to the first Occupation Date of each Plot containing Commercial Development submit a Commercial Travel Plan for that Plot to the Council for approval and in the event of any refusal by the Council to approve the Commercial Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Commercial Travel Plan for that Plot as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation of any Plot containing Commercial Development until the Council approves the Commercial Travel Plan for that Plot ("**the Approved Commercial Travel Plan**").
- 5.2 No less than 6 (six) months prior to the first Occupation Date of each Plot containing Commercial Development appoint the Commercial Travel Plan Co-Ordinator for that Plot.
- 5.3 Work in collaboration with the Council to conduct annual reviews of the Approved Commercial Travel Plan for each Plot containing Commercial Development for a minimum of 5 years following Occupation more than 75% of the Commercial Development within that Plot or six months following first Occupation of the Commercial Development in that Plot, whichever is earlier, and following such reviews make such amendments to the Approved Commercial Travel Plan as may be required by the Council.
- 5.4 Carry out and comply with the Approved Commercial Travel Plan for that Plot (as may be amended from time to time in accordance with paragraph 5.3).

#### **6. CPZ Contribution**

- 6.1 The Developer shall pay to the Council the CPZ Contribution prior to first Occupation of the Development.

- 6.2 The Developer shall not Occupy, procure or allow the Occupation of the Development prior to the payment of the CPZ Contribution.

## **7. Travel Plan Monitoring Contribution**

- 7.1 The Developer shall pay to the Council the Travel Plan Monitoring Contribution prior to first Occupation of the Development.
- 7.2 The Developer shall not Occupy, procure or allow the Occupation of the Development prior to the payment of the Travel Plan Monitoring Contribution;

## **8. ATZ Route 2 Contribution**

- 8.1 The Developer shall pay to the Council the ATZ Route 2 Contribution as follows:
- 8.1.1 50% payable on or before first Occupation of the Development; and
  - 8.1.2 50% payable prior to Occupation of more than 50% of the Open Market Housing in Phase A.

## **9. TfL Bus Contributions**

- 9.1 The Developer shall pay to TfL the TfL Bus Contribution 1 in three instalments as follows:
- 9.1.1 the first instalment of ONE HUNDRED AND SEVENTY-FIVE THOUSAND POUNDS ONLY (£175,000-00) shall be paid prior to Occupation of more than 1,100 Residential Units in the Development;
  - 9.1.2 the second instalment in the amount of ONE HUNDRED AND FIFTY THOUSAND POUNDS ONLY (£150,000-00) shall be paid on or before the first anniversary of the payment of the first instalment paid pursuant to paragraph 9.1.1 of this Schedule;
  - 9.1.3 the third instalment in the amount of ONE HUNDRED AND FIFTY THOUSAND POUNDS ONLY (£150,000-00) shall be paid on or before the second anniversary of the payment of the first instalment paid pursuant to paragraph 9.1.1 of this Schedule;
- 9.2 The Developer shall pay to TfL the TfL Bus Contribution 2 in three instalments as follows:
- 9.2.1 the first instalment of ONE HUNDRED AND SEVENTY-FIVE THOUSAND POUNDS ONLY (£175,000-00) shall be paid prior to Occupation of more than 1,800 Residential Units in the Development;
  - 9.2.2 the second instalment in the amount of ONE HUNDRED AND FIFTY THOUSAND POUNDS ONLY (£150,000-00) shall be paid on or before the first anniversary of the payment of the first instalment paid pursuant to paragraph 9.2.1 of this Schedule;
  - 9.2.3 the third instalment in the amount of ONE HUNDRED AND FIFTY THOUSAND POUNDS ONLY (£150,000-00) shall be paid on or before the second anniversary of the payment of the first instalment paid pursuant to paragraph 9.2.1 of this Schedule.
- 9.3 The Developer shall pay to TfL the TfL Bus Contribution 3 in two instalments as follows:
- 9.3.1 the first instalment of ONE HUNDRED AND THIRTY-SEVEN THOUSAND FIVE HUNDRED POUNDS ONLY (£137,500-00) shall be paid prior to Occupation of more than 2,500 Residential Units in the Development; and
  - 9.3.2 the second instalment in the amount of ONE HUNDRED THOUSAND POUNDS ONLY (£100,000-00) shall be paid on or before the first anniversary of the payment of the first instalment paid pursuant to paragraph 9.3.1 of this Schedule.

## **SCHEDULE 4**

### **HIGHWAYS**

#### **1. Interpretation**

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

**"Approved Brereton Road & Orchard Place 'Green Street' Scheme"** shall have the meaning given in paragraph 3.1 of this Schedule and shall be in the location generally shown edged and hatched in red identified as Item 10 on the Highway Works Plan;

**"Brereton Road & Orchard Place 'Green Street' Scheme"** means a scheme setting out the detailed specification of the works required and measures to be implemented for the creation of a green play street at Brereton Road & Orchard Place as located on the Highway Works Plan which shall include traffic calming measures, car parking rationalisation, footway widening, tree planting on both sides, rain gardens traffic calming, seating and other measures as reasonably required by the Council;

**"Highway Agreement"** means an agreement under section 278 of the 1980 Act and any other enabling powers to be entered into between the Parties in accordance with this Agreement in relation to the Highways Works;

**"Highway Works"** means the various works the locations of which are shown on the Highway Works Plan comprising

- (a) the Love Lane Works,
- (b) the Moselle Place Works,
- (c) the Moselle Street Works,
- (d) the New Access Works,
- (e) the Tottenham High Road Works,
- (f) the Whitehall Street East Works,
- (g) the Whitehall Street West Works, and
- (h) the William Street Works;

as described below such works to be further detailed and programmed in accordance with the Highway Works Programme and the Highway Agreements

**"Highway Works Plan"** means Plan 6 which shows the general location of the Highway Works and Brereton Road & Orchard Plans 'Green Street' Scheme;

**"Highway Works Programme"** has the meaning given to it in paragraph 2.2

**"Love Lane Works"** means the resurfacing of the footway and carriageway, and provision of additional parking bays, with landscaping and other urban realm works generally in the area edged with a broken red line and labelled Item 5 on the Highway Works Plan;

**"Moselle Place Works"** means the resurfacing of the adopted element Moselle Place generally in the area edged with a broken red line and labelled Item 7 on the Highway Works Plan;

**"Moselle Street Works"** means works to re-align and construct Moselle Street, with urban realm improvements generally in the area edged with a broken red line and labelled Item 6 on the Highway Works Plan;

**"New Access Works"** means the creation of a new access from Tottenham High Road as labelled Item 1 on the Highway Works Plan;

**"Tottenham High Road Works"** means works to integrate along the public-private Boundary on Tottenham High Road, and creation of a new crossover in the area edged with a broken red line and labelled Item 3 on the Highway Works Plan;

**"Whitehall Street East Works"** means the re-alignment of the carriageway and creation of a new link to Brereton Street generally in the location shown edged with a broken red line and labelled Item 9 on the Highway Works Plan;

**"Whitehall Street West Works"** means the alteration of the on-street parking and the kerb line adjacent to Plot A and provision of lighting under the Whitehall Street Bridge (with reasonable endeavours to provide mounted lighting), generally in the location edged with a broken red line and labelled Item 8 on the Highway Works Plan and generally in accordance with the Highway Works Plan;

**"William Street Works"** means a new connection from William Street to Moselle Place and the addition of inset parking bays generally in the area edged with a broken red line and labelled Item 4 on the Highway Works Plan;

## **2. Highway Works**

- 2.1 The Developer agrees and covenants not to Implement a Phase until there has been submitted to the Council for approval a detailed design and phasing programme showing the projected timing and timescale for the carrying out of each of the Highway Works for that Phase (including anticipated timing for entry into any necessary Highway Agreements).
- 2.2 The Council shall within 20 (twenty) Working Days of receipt of the draft programme submitted pursuant to paragraph 2.1:
  - 2.2.1 either approve or reject the programme (with reasons for rejection) submitted pursuant to paragraph 2.1 above; and
  - 2.2.2 if approved (or if the Council shall fail to approve or reject it within the said 20(twenty) Workings Days) it shall become the Highway Works Programme
- 2.3 If the programme submitted pursuant to paragraph 2.2 is rejected by the Council, the Developer shall pay regard to the Council's reasonable reasons for such rejection and to revise and resubmit an amended programme having regard to the Council's reasonable reasons for rejection.
- 2.4 The Parties agree to use all reasonable endeavours to carry out each Phase of the Development in accordance with the Highway Works Programme which for the avoidance of doubt can be amended by agreement in writing between the Parties.
- 2.5 The Developer covenants to enter into any necessary Highway Agreements and shall seek to do so in accordance with the Highway Works Programme for that Phase to secure the Highway Works but in any event no later than the triggers set out as follows:
  - 2.5.1 the New Access Works, prior to the first Occupation of the last to be Occupied of Plots K1 or K2;
  - 2.5.2 the Whitehall Street East Works, prior to first Occupation of the first to be first Occupied of Plots B or C;



- 2.5.3 the Whitehall Street East Works, prior to first Occupation of the first to be Occupied of Plots B or C;
  - 2.5.4 the Whitehall Street West Works, prior to first Occupation of Plot A;
  - 2.5.5 the Tottenham High Road Works, prior to first Occupation of the first to be Occupied of Plots H3 or E
  - 2.5.6 the William Street Works, prior to first Occupation of Plot F;
  - 2.5.7 the Love Lane Works, prior to first Occupation of Plot F
  - 2.5.8 the Moselle Street Works, prior to first Occupation of Plot F;
  - 2.5.9 the Moselle Place Works, prior to first Occupation of Plot E.
- 2.6 If any Highway Agreement entered into pursuant to paragraph 2.4 above secures that the applicable Highway Works are to be carried out otherwise than by the Council then the Developer covenants (unless otherwise approved pursuant to the applicable Highway Agreement) not to Occupy:
- 2.6.1 the first to be first Occupied of Plots K1 or K2 until the New Access Works have been Practically Completed;
  - 2.6.2 the first to be first Occupied of Plots B or C until the Whitehall Street East Works have been Practically Completed;
  - 2.6.3 Plot A until the Whitehall Street West Works have been Practically Completed;
  - 2.6.4 the first to be first Occupied of Plots H3 or E until the Tottenham High Road Works have been Practically Completed;
  - 2.6.5 Plot F until;
    - (a) the William Street Works;
    - (b) the Love Lane Works; and
    - (c) the Moselle Street Works;
 have been Practically Completed;
  - 2.6.6 Plot E until the Moselle Place Works have been Practically Completed.
- 2.7 It is hereby agreed and declared:
- 2.7.1 that if any of the Highway Works are to be carried out by the Council the restrictions on Occupation in paragraph 2.5 shall only apply if the provisions of the Highway Works Programme for the Phase within which the Highway Works are being carried out have been complied with; and
  - 2.7.2 that nothing herein is to be construed as giving any party (other than the Council in its capacity as Highway Authority) consent or authority to break open or carry out any other works to an adopted highway or any services that may run in or under it prior to the completion of a Highway Agreement permitting such works.

### **3. Brereton Road & Orchard Place 'Green Street'**

The Developer agrees and covenants:

- 3.1 not to Implement the last to be Implemented of Plots B or C unless and until the Developer has submitted to the Council the Brereton Road & Orchard Place 'Green Street' Scheme to be approved in writing by the Council ("**the Approved Brereton Road & Orchard Place 'Green Street' Scheme**") and in the event of any refusal by the Council to approve the Brereton Road & Orchard Place 'Green Street' Scheme to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Brereton Road & Orchard Place 'Green Street' Scheme as amended having regard to the Council's reasonable reasons for refusal.
- 3.2 to enter into a Highway Agreement to secure the Brereton Road and Orchard Place 'Green Street' Scheme.
- 3.3 prior to the first Occupation of the last to be first Occupied of Plots B or C to deliver the most recently Approved Brereton Road & Orchard Place 'Green Street' Scheme to the Council's reasonable satisfaction.
- 3.4 not to first Occupy or permit the first Occupation of the first to be Occupied of Plots B or C until the Brereton Road & Orchard Place 'Green Street' Scheme has been completed to the Council's reasonable satisfaction.

## **SCHEDULE 5**

### **EMPLOYMENT AND SKILLS**

#### **1. Interpretation**

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

**"Apprentice"** means a Resident aged 16 years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ;

**"Apprenticeships"** means an Apprentice on an apprenticeship scheme, with a written contract to that effect and must be:

- employed on a contract as an Apprentice for no less than 52 weeks and one day;
- paid no less than London Living Wage;
- work alongside experienced staff to gain job specific skills;
- attending college or an education and training provider;
- new staff recruited within the last six months prior to Implementation of the Plot (i.e. not long-term staff who convert to an Apprenticeship role);

**"Apprenticeship Support Contribution"** means a financial contribution to support the recruitment process of apprenticeships to be calculated on the basis of £1,500 per Apprentice employed during the Construction Stage;

**"Assigned Officer"** means the Council's economic development officer assigned by the Council to meet the requirements of the Council or such other officer notified from time to time;

**"Borough"** means the administrative area of the London Borough of Haringey;

**"Construction Partnership"** means a partnership operating within the Borough to help coordinate and promote supporting residents and persons into training or employment opportunities as may be notified by the Council to the Developer from time to time;

**"Construction Stage"** means that period from the start of any works of demolition, adaptation, modification or construction (including any laying or alteration of Service Media or any road) the purpose of which is to undertake or facilitate the Development on a Plot until such works are Practically Complete but shall not include any period during which all such works have ceased for a period of more than three months before Practical Completion;

**"Employment and Skills Plan"** means the plan to be submitted to and approved by the Council on a Plot by Plot basis, and containing the information outlined under paragraph 2 of this Schedule;

**"London Living Wage"** means the hourly rate which the Living Wage Foundation (or any alternative independent successor body agreed in writing between the Parties) determines is the minimum rate required to cover the basic costs of living in the London Borough of Haringey;

**"Lost Employment Contribution"** means a financial contribution to be calculated in accordance with paragraph 7.35 -7.37 of the Council's Planning Obligations Supplementary Planning Document March 2018 (the **"SPD"**) which formula is set out below, unless the Developer demonstrates to the Council's satisfaction that the employment floorspace to be provided within the Development is functional and lettable, and does not result in a net reduction in total jobs provision;

Contribution =  $A/B \times (C \times D)$ , where:

A = Total Loss of employment floorspace (in sqm) across the Development

B= 44 sqm (equating to the average amount of floorspace per job in Haringey)

C= 0.48 (equating to the average percentage of Residents employed in Haringey jobs)

D= Supporting and Training Contribution (as set out in the SPD): £2,800

**"Priority Groups"** means Haringey residents facing barriers into work including the unemployed, young people, care leavers, residents with disabilities both physical and mental, women, people from Black, Asian and Minority Ethnic backgrounds, low earners, people over 50 and those who are digitally excluded;

**"Resident"** means a person who is a 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 Based Training"** means 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;

**"Skills Contribution"** means a financial contribution which may be payable for each Plot by the Developer to the Council towards the support of local people who have been out of work and/or do not have the skills set required for the jobs created in that Plot to be calculated in accordance with the Council's Planning Obligations Supplementary Planning Document March 2018:

Contribution per Phase =  $A/B \times (C \times D)$ , where:

A = New Commercial Floorspace for the Plot divided by 16

B= 29 (equating to the local residents expected to need employment support)

C= 0.48 (equating to the average percentage of Residents employed in Haringey jobs)

D= Supporting and Training Contribution (as set out in the SPD): £2,800;

**"STEM and Career Inspirational Sessions"** means developing long-term relationships with local organisations and working closely with them to deliver practical activities relevant to the construction industry including in Science Technology Engineering and Maths (STEM) and details of how the activities will be delivered. The format of such sessions to be agreed with the Council as part of the Employment and Skills Plan;

**"Traineeships"** means a skills development programme for Young Residents that consists of training delivered by a training provider/work placement for a period of 6 weeks to 1 year including:

- a minimum of 70 hours of meaningful and high quality work experience over the duration of the traineeship and as agreed with the traineeship provider;
- constructive feedback and advice to the trainee;
- an interview for an Apprenticeship or job in the Developer's organisation at the end of the traineeship if one is available;
- an exit interview at the end of the traineeship with meaningful written feedback if no job is available;

**"Work Placements"** means the procurement of Residents aged 14+ to undertake work experience taking place for a minimum of 5 days (20hrs);

**"Workforce"** means the total number of full time equivalent (at least 35 hours per week) persons employed on a minimum employment contract of 26 weeks to carry out any construction, demolition, modification or adaptation work as part of or associated with the carrying out of any Construction Stage of a Plot of the Development;

**"Young Residents"** means a person who is a Resident of Haringey or for whom the Council has a corporate parenting responsibility and who are aged 16 - 24 years and not in employment, education, and training;

## **2. Employment and Skills Plan:**

The Developer covenants and agrees as follows:

- 2.1 No later than twenty-eight (28) days prior to Implementation of a Plot, to submit (or procure that the named individual identified in paragraph 3 submit) to the Council an Employment and Skills Plan for that Plot to include a detailed programme, procurement schedule, recruitment protocols and labour histogram stipulating setting out or demonstrating:
  - 2.1.1 how the Developer will secure the procurement of not less than twenty percent (20%) of the Workforce employed during the Construction Stage of that Plot to comprise Residents for a minimum of 26 weeks PROVIDED THAT:
    - (a) if the Developer cannot secure the services of enough Residents to comply with this obligation it may secure compliance by applying to the Construction Partnership to nominate persons available for work and suitably able and employing those persons in addition to any Residents employed to deliver 20% of the Workforce employed during the Construction Stage; and
    - (b) Subject to paragraph 5.1, if the Developer cannot secure the services of enough Residents and other persons available for work and suitably able to deliver 20% of the Workforce employed during the Construction Stage of that Plot pursuant to sub-paragraph 2.1.1(a) then the Developer may proceed with the Construction Stage of the relevant Plot;
  - 2.1.2 the provision of Skills-Based Training to the twenty percent (20%) referred to in paragraph 2.1.1 with at least five percent (5%) of these to comprise Traineeships;
  - 2.1.3 how the Developer will offer placements for the employment of full time Apprenticeships to at least one full time Apprentice per £3 million construction cost of each Plot, up to maximum of 10% of the Workforce for that Plot, such apprentices to be supported in their training and qualification to a minimum of NVQ Level 2 and to be nominated by the Council;
  - 2.1.4 how the Developer and its contractors' agents shall work exclusively with the Council and Construction Partnership for any recruitment assessment screening testing and application support arrangements to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development during the Construction Stage of that Plot SAVE THAT in the event the Council or Construction Partnership are not able to refer a Resident for a job or apprenticeship within 10 Working Days from the date the advertisement for that role is submitted to the Council the Developer and its contractor shall be free to recruit for that role from other sources;
  - 2.1.5 how the Developer and leaseholders and end users of the Development (following the Construction Stage of that Plot) shall work with the Council to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from that Plot of the Development;

- 2.1.6 proposals for the regular liaison with the Assigned Officer to help suppliers and businesses which are based in the Borough to tender for such works as may be appropriate for them to undertake and or support locally based social enterprises including capacity building assistance through advice on business planning, mentoring and the purchase of products or services;
- 2.1.7 how the Developer will provide Work Placements for unemployed and economically inactive Residents such number of Work Placements for that Plot to be agreed with the Council;
- 2.1.8 how the Employment and Skills Plan prevents discrimination against groups with protected characteristics in terms of the employment and skills development opportunities it facilitated and has regard to the specific demographic characteristics of Residents in its proposed activities including Residents who experience barriers to employment such as rehabilitating young offenders, long term unemployed, homeless persons, care leavers and neuro diverse;
- 2.1.9 how the Employment and Skills Plan shall prioritise and support the Priority Groups identified by the Council;
- 2.1.10 the provision of STEM and Career Inspirational Sessions during the Construction Stage of that Plot, working with the Council's nominated partners and for the avoidance of doubt a minimum of 5 (five) such sessions shall be provided per Phase, but there is no obligation to provide a STEM and Career Inspirational Session during the Construction Phase of each Plot;
- 2.1.11 how the Assigned Officer is to be provided with such information as is reasonably required to ensure compliance with the Approved Employment and Skill Plan (which should include but is not limited to monthly monitoring data and summaries of details of the above opportunities provided to Residents), such information to be provided to the Council directly by the Developer (or its agents or contractors) in a format to be agreed by the Assigned Officer which may include the provision of information through an online portal as notified by the Council from time to time;
- 2.1.12 how the Developer shall ensure that it obtains consent from all employees contractors and agents to ensure that the information required under paragraph 2.1.6 above can be provided to the Council in compliance with all data protection act and other statutory requirements; and
- 2.1.13 sufficient information to enable the Council to assess the quantum of the Apprenticeship Support Contribution and whether a Skills Contribution is payable for that Plot, and/or a Lost Employment Contribution are payable for the Development as a whole (in relation to the final Plot to be delivered).
- 2.2 Not to Implement or cause or permit Implementation of a Plot of the Development unless and until:
  - 2.2.1 the Employment and Skills Plan for that Plot has been approved by the Council and not to carry out any demolition construction or engineering works on a Plot of the Development or Occupy or Permit Occupation of a Plot of the Development otherwise than in accordance with the Employment and Skills Plan for that Plot; and
  - 2.2.2 the Apprenticeship Support Contribution for that Plot has been received in full by the Council in accordance with clause 7.1 of this Agreement.
- 2.3 If the Employment and Skills Plan shows that a Skills Contribution is payable for a Plot not to Implement or permit Implementation of that Plot of the Development until the Skills Contribution for that Plot has been paid in full to the Council in accordance with clause 7.1 of this Agreement.

- 2.4 If the Employment and Skills Plan for the final Plot of the Development shows that a Lost Employment Contribution is payable because there has been a net loss of employment floorspace across the whole of the Development, not to Implement or permit Implementation of that Plot of the Development until the Lost Employment Contribution has been paid in full to the Council in accordance with clause 7.1 of this Agreement PROVIDED THAT:

in the event that the Developer has materially ceased construction of the Development for a period of at least two years, upon receipt of a request by the Council the Developer shall as soon as reasonably practicable provide an assessment of the Lost Employment Contribution which would be payable up to the date of receipt of the Council's request and shall make payment of any Lost Employment Contribution due to the Council within one month of receipt of the Council's request under this paragraph 2.4, which amount shall be deducted from any further Lost Employment Contribution payable in the final Plot of the Development if the Development is subsequently continued.

### **3. Liaison Manager**

The Developer covenants and agrees as follows:

- 3.1 To commit a named senior level individual for each Plot to engage with the Council, including any Construction Partnership by working in partnership with the Assigned Officer in order to:
- 3.1.1 meet the requirements of the Employment and Skills Plan for that Plot, the Construction Partnership and the obligations set out in this paragraph 3; and
  - 3.1.2 to ensure efficient management and supply of Residents for employment and training opportunities from the date of Implementation of that Plot of the Development in accordance with the Employment and Skills Plan PROVIDED THAT the Developer 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
- (the "**Liaison Manager**").
- 3.2 Not to Implement or cause or permit Implementation of a Plot unless and until the Council has been informed of the name and contact details of the individual appointed as Liaison Manager.

### **4. Apprenticeships**

- 4.1 The Developer shall offer Apprenticeship placements and shall source Apprentices from the Council's Employment and Socio-economic Regeneration Service, which placements shall include the Apprenticeship Support Contribution for each Apprentice.
- 4.2 In the event that the target set in paragraph 2.1.3 is not met in accordance with the Employment and Skills Plan for a Phase then the Developer shall meet with the Assigned Officer to review the Employment and Skills Plan for that Plot and to identify and agree measures to help 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.
- 4.3 If the Developer does not provide sufficient Apprenticeship placements in accordance with the requirements of paragraph 2.1.3 and the Employment and Skills Plan, the sum of £26,000 per Apprentice placement which should have been offered by the Developer in accordance with paragraph 2.1.3 will be paid to the Council within ten working days of a demand therefor to facilitate the creation of alternative training opportunities elsewhere in the Borough.

### **5. Local Labour**

- 5.1 If the Developer shall be unable in accordance with the Employment and Skills Plan to offer employment to Residents for 26 weeks in accordance with paragraph 2.1.1 the sum calculated in accordance with the following shall be paid to the Council within ten Working Days of a

demand therefor to support the creation of entry level job opportunities and business development across the Borough :

$A/B \times (C \times D)$  where

A=Shortfall of Residents employed for a minimum of 26 weeks against the target number of Residents that the Developer estimated to be employed as part of the Employment and Skills Plan for that Plot during the Construction Phase of that Plot

B=No. of Residents expected to be employed as part of the Workforce pursuant to the Employment and Skills Plan for that Plot

C=0.252 (being the percentage of Residents requiring training and/or support)

D=£4,400 average cost for employment support for Haringey unemployed resident in terms of support and training to obtain access to a skilled job

5.2 The Developer shall:

- 5.2.1 state clearly in any tender documentation prepared or distributed to contractors interested that all contractors/sub-contractors will be required to observe and comply with these obligations in this Schedule and will be required to engage with the Council in respect of the performance of the obligations under this Schedule; and
- 5.2.2 inform any applicable leaseholders and end users of a Phase of the relevant partnerships to secure employment opportunities for Residents and to use all reasonable endeavours to procure that occupying businesses in that Phase promote such opportunities in hospitality, leisure, cultural/creative work, health and social care, retail, finance and business.



## **SCHEDULE 6**

### **ENERGY AND CARBON**

#### **1. Interpretation**

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

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

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

**"Agreed Energy Performance Guidance"** means the London Plan (2016) (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (March 2016);

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

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

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

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

**"Avoided Alternative Heating System Costs"** means the costs that would have been incurred by the Developer to implement an alternative heating system for an Energy Phase in accordance with the Low Carbon Heating Plan.

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

**"Be Seen Guidance"** means the GLA 'Be Seen' energy monitoring guidance consultation draft published in October 2020 as revised from time to time;

**"Carbon Offsetting Contribution"** means the sum to offset any proposed carbon shortfall of a Plot of the Development in meeting London Plan policies calculated using a carbon dioxide offset price of TWO THOUSAND AND EIGHT HUNDRED AND FIFTY POUNDS (£2,850) (subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Carbon Offsetting Contribution or part thereof is paid) in accordance with the Agreed Energy Performance Guidance. Such shortfall, if any, shall be based on the proposed carbon content of the DEN heat as advised by the Council or the DEN Provider. The contribution is to be paid towards the Council's implementation of projects to reduce carbon emissions in its area;

**"Deferred Carbon Offsetting Contribution"** means the difference between the Carbon Offsetting Contribution calculated assuming delivery of the DEN Heating Plan (subject to Indexation from the date that the Energy Plan is approved by the Council until the date

that the Deferred Carbon Offsetting Contribution or part thereof is paid) and the Carbon Offsetting Calculation assuming delivery of the Low Carbon Heating Plan in accordance with the terms of this Agreement, such amount to be used towards the Council's implementation of projects to reduce carbon emissions in its area and in order to compensate for unachieved carbon reduction targets arising from the Development;

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

**"DEN Connection Costs"** means any reasonable charge which the Developer is required to pay to the DEN Provider to connect an Energy Phase of the Development to the DEN pursuant to the DEN Connection Notice but which for the avoidance of doubt shall not exceed the amount of the Deferred Carbon Offsetting Contribution plus the Avoided Alternative Heating System Costs;

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

- (a) the anticipated programme for implementation of the DEN and connection to the DEN (to be no more than 10 years from the date of this Agreement);
- (b) a provisional business plan demonstrating a credible and viable proposal for the implementation of the DEN and for the future operation of an associated energy supply company, in accordance with the programme set out at (a) above, including a funding strategy (provided that the DEN Provider shall not be required to share such information unless the Developer 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 Developer in relation to the supply of heat;
- (d) a proposed DEN connection agreement which shall include technical details of the physical connection to the DEN (including capacity of supply);
- (e) an initial DEN Design and programme;
- (f) a proposed delivery plan covering payment arrangements of any DEN Connection Costs, a process for finalising the DEN Design and obtaining any necessary consents, undertaking connection works;
- (g) proposed arrangements and mechanisms to allow the DEN Provider access to the DEN within the Property (such arrangements to be on reasonable terms and for a peppercorn consideration);
- (h) confirmation that the DEN Provider has all necessary consents and authorisations to issue the DEN Connection Notice, and has produced a programme for finalising the business case and obtaining all necessary approvals for the implementation of the DEN and establishment of the associated energy supply company; and
- (i) confirmation as to whether the DEN Provider intends to procure the Developer to carry out any of the connection on behalf of the DEN Provider PROVIDED THAT such procurement shall be on reasonable terms, shall include the full cost of carrying out the works including project management and the DEN Provider shall reimburse the Developer for the cost of carrying out such works from the DEN Connection Costs;

**"DEN Design"** means the design for the Agreed Connection Works and the design for any works required within the Property to connect the DEN directly to the Development, each to be in accordance with the DEN Specification;

**"DEN Feasibility Study"** means a study commissioned by the Developer to assess the feasibility and financial viability of connecting an Energy Phase of the Development to the DEN and if applicable how that Energy Phase will be connected to the DEN which shall include details and an assessment of the following:

- (a) Confirmation of the heat loads of that Energy Phase (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 within that Energy Phase 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 Developer shall not have to pay the Deferred Carbon Offsetting Contribution if the Development connects to the DEN;
- (d) Any requirement for consultation with the Occupiers of the Residential Units under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with Occupiers; and,
- (e) Whether connection to the DEN will further reduce the carbon emissions of the Development (and for the avoidance of doubt it will not be considered feasible to connect to the DEN, if such connection would result in an uplift in the carbon emissions of an Energy Phase of the Development, or the Development as a whole).

**"DEN Heating Plan"** means a detailed plan showing how the Development shall connect to the DEN, including

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

**"DEN Provider"** means 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 Developer;

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

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

**"Energy Phase"** means a building, buildings or phase of the Development which is or may be connected to a common heating system;

**"Energy Plan"** means the energy plan to be submitted to the Council by the Developer for each Plot in accordance with conditions ~~31~~ or ~~32~~ of the Planning Permission (as the case may be) which will calculate the Carbon Offsetting Contribution for that Plot assuming that the Plot of the Development shall connect to the DEN and once approved shall be referred to as the **"Approved Energy Plan"**;

**"Energy Strategy"** means the energy strategy prepared by HRW dated October 2021 approved by the Council as part of the Application;

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

- (a) financial payments that the Developer 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 2.1.4 of this Schedule;

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

- (a) details of the Energy Centres and Energy Phases serving the Development which should seek to minimize the number of Energy Centres and Energy Phases and demonstrating how the Developer will use reasonable endeavours to delay expenditure on plant and machinery to the extent possible in relation to such plant and machinery which would be redundant if an Energy Centre or Energy Phase were to connect to the DEN
- (b) details of any modifications required to the design of the Development to ensure there is sufficient space to accommodate the Energy Centre(s) required for this low carbon heating plan;
- (c) any temporary arrangements to heat the Development in advance of the proposed permanent heating solution;
- (d) the expected performance of the Development's energy proposals and how these will be met including how the Development will comply with London Plan energy

reduction targets including the amount and calculation of the Carbon Offsetting Contribution associated with this option;

**"Plant Room"** means the area in the Development where the Development heating system's central plant is located and where the connection to the DEN will be made;

**"Solar PV Monitoring"** means the monitoring of the installed solar photovoltaic (PV) panels at the Development in daily meter readings;

**"Sustainability Review"** means an assessment to be provided by the Developer and to be approved in writing by the Council which shall be submitted on a Plot by Plot basis, in accordance with the Planning Permission which shall include an as built detailed energy assessment of that Plot prepared in accordance with London Plan and Council policies which:

- (a) explains and provides evidence to demonstrate whether or not the Plot has been constructed and completed in accordance with the Energy Strategy or Approved Energy Plan (as applicable), in particular whether the 100% CO<sub>2</sub> emission reduction target have been met;
- (b) explains and provides evidence to demonstrate whether or not the Plot following Occupation complies with London Plan and Council policies;
- (c) re-calculates and explains the Carbon Offsetting Contribution applicable to the built-out Plot in contrast to the Carbon Offsetting Contribution calculated as part of the Energy Plan assuming that the Plot of the Development shall connect to the DEN,
- (d) calculates and explains the amount of the Additional Carbon Offsetting Contribution (if any) to be paid by the Developer to the Council;
- (e) provides evidence to support (a) to (d) above including but not limited to photographic evidence, air tightness test certificates and as-built energy performance certificates; and
- (f) such other information reasonably requested by the Council;

**"Total DEN Connection Costs"** means any costs incurred by the Developer directly related to connecting to the DEN including the DEN Connection Costs but not including the Excluded DEN Costs, such costs to be capped at the Deferred Carbon Offsetting Contribution;

## **2. DEN**

### **2.1 The Parties agree and acknowledge that:**

- 2.1.1 the Developer shall use all reasonable endeavours to agree the DEN Specification with the Council and the DEN Provider;
- 2.1.2 The Developer shall ensure that each Energy Phase of the Development is designed to take a heat supply from the DEN to serve the heat demands of the future Occupiers of the Development PROVIDED THAT the Developer shall only be required to comply with design requirements which have been communicated by the Council in writing to the Developer as at the date of this Agreement or which are subsequently agreed between the Developer and the DEN Provider;
- 2.1.3 The Developer shall co-operate and work with the DEN Provider in the Council's effort to develop the DEN, which co-operation shall include:
  - (a) consulting with the DEN Provider on the terms of the DEN Provider's proposed DEN Connection Notice and providing a view on whether or not the terms are acceptable and whether they intend to connect to the DEN;

- (b) unless otherwise agreed with the Council, meeting the DEN Provider every month from the date of this Agreement to discuss the terms of the proposed DEN Connection Notice;
- (c) providing such information relating to the categories set out within the definition of DEN Feasibility Study as the DEN Provider may reasonably request PROVIDED THAT the DEN Provider may not make more than one such request per quarter;

AND PROVIDED FURTHER THAT the Developer obligations in this paragraph 2.1.3 shall cease for the relevant Energy Phases and Energy Centres on service of the DEN Connection Notice.

- 2.1.4 To the extent that it is within the Developer's control, the Developer shall use reasonable endeavours to negotiate suitable supply and connection agreements and arrangements and mechanisms with the DEN Provider to allow the DEN Provider access to all Energy Centres and Plant Rooms within each Energy Phase in order to achieve the connection of each Energy Phase of the Development to the DEN in line with the parameters set out in this Schedule 6 PROVIDED THAT the commercial terms put forward by the DEN Provider are satisfactory to the Developer acting reasonably and more particularly the criteria set out in paragraph 2.1.5 are met;
- 2.1.5 The Developer covenants with the Council that each Energy Phase of the Development will be designed and shall be constructed in accordance with the DEN Specification and to enable the DEN Provider to carry out the installation or future retrofit of all such equipment as may be reasonably anticipated. This future proofing for connection shall include unless otherwise agreed by the Council, for any Energy Centre or Plant Room:
  - (a) providing tees, isolation valves and controls capacity in the Plant Room to facilitate the connection of an interfacing heat exchanger at a later date;
  - (b) space identified for heat exchangers and other required equipment to allow connection and to ensure that heat supply to all Residential Units is not interrupted during this installation; and
  - (c) that there is sufficient space around the equipment to ensure full access for maintenance, installation and replacement as required.
- 2.2 Subject to paragraph 2.6.5 if at any time the DEN Provider procures the installation of the DEN and the DEN has sufficient capacity to serve the needs of one or more Energy Phases of the Development, the DEN Provider may serve upon the Developer a DEN Connection Notice in respect of the relevant Energy Phases and Energy Centres.
- 2.3 In the event that the DEN Provider serves a DEN Connection Notice for any Energy Phase or Energy Centres as above, the Developer shall submit to the Council a DEN Feasibility Study for the relevant Energy Phases and Energy Centres for the Council's approval (as approved, the **"Approved DEN Feasibility Study"**).
- 2.4 The Developer shall provide the DEN Feasibility Study for the relevant Energy Phases and Energy Centres within 3 (three) months from the date that the DEN Connection Notice has been issued by the DEN Provider (or such time as may be agreed between the Parties), and along with any further information or documentary evidence reasonably requested by the Council or the DEN Provider in relation to the DEN Feasibility Study for the relevant Energy Phases or Energy Centres accurately and in good faith (and shall bear its own costs in the production of the DEN Feasibility Study).
- 2.5 If:
  - 2.5.1 the Developer has not submitted the DEN Feasibility Study in the timescale specified within paragraph 2.4 of this Schedule, or the Approved DEN Feasibility Study for any

Energy Phases or Energy Centres shows that it is feasible and financially viable to connect the relevant Energy Phases and Energy Centres to the DEN and the Developer agrees to connect to the DEN and the Council , and

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

then the Developer shall:

- (a) pay the DEN Connection Costs in respect of the relevant Energy Phases and Energy Centres to the Council or the DEN Provider (if nominated by the Council);
- (b) use reasonable endeavours to agree to the DEN Design for the affected Energy Phases and Energy Centres with the Council and the DEN Provider (if nominated by the Council) (as approved, the "**Approved DEN Design**"); and
- (c) enter into the necessary agreement to confirm connection and use all endeavours to connect the affected Energy Phases and Energy Centres 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 that shows the connection to be feasible and financially viable.

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

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

- (a) result in heat being provided to that Energy Phase of the Development (and/or the Occupiers thereof) on commercial terms that are considered excessive to the Developer acting reasonably;
- (b) materially delay or increase the cost or reduce the value of that Energy Phase of the Development (but without regard to the Excluded DEN Costs);
- (c) require the Developer to carry out any works or incur any expenditure beyond the Total DEN Connection Costs for that the relevant Energy Phases and Energy Centres 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 Developer in breach of any statutory requirement; or
- (e) put the Developer in breach of its obligations under Section 20 of the Landlord and Tenant Act 1985 (or any provision replacing them);

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

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

- 2.6.4 In the event that the DEN Connection Notice is served and the provisions of Section 20 of the Landlord and Tenant Act 1985 (and any provisions replacing them ("**s20**")) apply and if having complied with its obligations under s20 such connection through consultation and/or dispensation is not secured or if a resident successfully challenges the connection arrangements through the First Tier Tribunal procedures then the Developer shall be under no obligation to connect the affected Energy Phase or Energy Centre to the DEN;
- 2.6.5 A DEN Connection Notice may be served at any time up to 9 years following the date of this Agreement and for the avoidance of doubt if no such DEN Connection Notice is served within this period then the Developer shall be released from all obligations within paragraphs 2.1 – 2.6 of this Schedule.

2.7 If:

- 2.7.1 The Council notifies the Developer in writing at any point that it will not require the Develop to connect to the DEN; or
- 2.7.2 on the ninth anniversary of this Agreement the DEN Provider has not served a DEN Connection Notice in respect of an Energy Phase or Energy Centre; or
- 2.7.3 on the tenth anniversary of this Agreement the DEN Provider has served a DEN Connection Notice in respect of an Energy Phase or Energy Centre but the Developer has not been required to connect that Energy Phase or Energy Centre to the DEN in accordance with the terms of this Agreement;

then paragraph 2.8 below shall apply (but that paragraph shall not apply otherwise).

- 2.8 The Developer shall pay the Deferred Carbon Offsetting Contribution (approved by the Council as part of the Approved Energy Plan) for each Plot that has been Practically Completed within an Energy Phase which has not connected to the DEN (subject to Indexation from the date that the Energy Plan for each Plot is approved by the Council until the date that the Deferred Carbon Offsetting Contribution is paid for each Plot) within 90 Working Days of the tenth anniversary of the date of this Agreement.

### 3. Energy

The Developer agrees and covenants as follows:

- 3.1 Not to Implement any Plot of the Development unless and until the Developer has submitted to the Council the Energy Plan for that Plot to be approved in writing by the Council ("**the Approved Energy Plan**") and in the event of any refusal by the Council to approve the Energy Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Energy Plan as amended having regard to the Council's reasonable reasons for refusal.
- 3.2 Not to Implement any Plot of the Development unless the Developer has paid 50% of the Carbon Offsetting Contribution in respect of that Plot.
- 3.3 Not to carry out or Occupy a Plot of the Development except in accordance with the most recently approved Energy Strategy or Energy Plan for that Plot.
- 3.4 To provide any information or documentary evidence reasonably requested by the Council in relation to the Energy Strategy/Approved Energy Plan for a Plot accurately, in good faith and as soon as practicable and in any event within 10 (ten) Working Days of such a request.
- 3.5 Within three months following Practical Completion for each Plot to submit to the Council a Sustainability Review for that Plot, assessing the actual energy and carbon performance of the Plot and comparing against expected energy and carbon performance of the Plot set out in the Approved Energy Plan and in the event of any rejection by the Council of the findings of the Sustainability Review to pay regard to the Council's reasonable reasons for such rejection



and to resubmit the Sustainability Review as amended having regard to the Council's reasonable reasons for refusal until approved by it ("**the Approved Sustainability Review**").

- 3.6 To bear all costs in relation to each Sustainability Review and to pay to the Council within 21 Working Days of demand the reasonable and proper costs of an independent consultant engaged by the Council to verify such Sustainability Review.
- 3.7 If the Approved Sustainability Review for a Plot shows that the energy measures and/or carbon reduction targets in the Energy Strategy/Approved Energy Plan for that Plot have not been met the Developer shall pay the Additional Carbon Offsetting Contribution for that Plot (agreed by the Council as part of the Approved Sustainability Review) to the Council in accordance with clause 7.1 of this Agreement as soon as practicable after the Council's approval of the Sustainability Review for that Plot and in any event no later than 21 (twenty-one) Working Days after the Council's written approval of the Sustainability Review for that Plot.
- 3.8 If the Sustainability Review for a Plot demonstrates that the Developer has exceeded the expected carbon emissions reduction in the Energy Strategy/Approved Energy Plan for that Plot such that if the improved performance has been identified in the Approved Energy Plan for that Plot the Carbon Offsetting Contribution for that Plot would have been reduced, the Council agrees the remainder of the Carbon Offsetting Contribution yet to be paid will be reduced by the difference between the total Carbon Offsetting Contribution calculated as part of the Energy Plan and the Sustainability Review for that Plot.
- 3.9 No later than 21 (twenty-one) Working Days following the date of the Council's approval of the Sustainability Review for a Plot, to pay to the Council:
  - 3.9.1 the remainder of the Carbon Offsetting Contribution, subject to any adjustments in accordance with paragraph 3.8 of this Schedule for that Plot; and
  - 3.9.2 the remainder of the agreed Additional Carbon Offsetting Contribution for that Plot in accordance with paragraph 3.7 of this schedule (if applicable).
- 3.10 If the Council and the Developer cannot agree the Sustainability Review for a Plot or the amount of the Additional Carbon Offsetting Contribution pursuant to this paragraph 3 then clause 13 of this Agreement shall apply.
- 3.11 To undertake Solar PV Monitoring for a minimum of 5 (five) years following Occupation of a Plot and provide the Council with the energy generation data from the said Monitoring annually.
- 3.12 Prior to Implementation of a Plot to submit to the GLA verified energy performance indicator estimates for each reportable unit of that Plot in accordance with the GLA Be Seen Guidance through the GLA's dedicated portal and not to Implement or cause or permit Implementation of a Plot until those estimates have been submitted.
- 3.13 On or prior to Practical Completion of each Plot that contains solar PV panels to ensure that Automatic Meter Reading Devices are installed and in operation on that Plot and not later than six months following first Occupation of that Plot, to provide the Council with evidence to demonstrate that this clause has been complied with and not to Occupy or permit the Occupation of a Plot that contains solar PV panels until the Automatic Meter Reading Devices have been installed and are in operation on that Plot.
- 3.14 On no later than six months following first Occupation of a Plot(save and except Plot A) to submit updated and verified energy performance indicator estimates in accordance with the GLA Be Seen Guidance to the GLA through its dedicated portal.
- 3.15 On expiry of the defects liability period for each Plot and on each anniversary of this date thereafter for a period of 5 years the Developer shall provide accurate and verified annual in-use energy performance data for all relevant indicators for each reportable unit of the Development in accordance with the GLA 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.

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**SCHEDULE 7**  
**CONSIDERATE CONSTRUCTION SCHEME**

**1. Interpretation**

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

**"Considerate Constructor's Code of Practice"** means the code made pursuant to the Considerate Constructor's Scheme and annexed to this Schedule;

**"Considerate Constructor's Scheme"** means the national initiative set up by the construction industry to improve its image which involves the registration and monitoring of construction sites, more information can be found at [www.ccscheme.org.uk](http://www.ccscheme.org.uk).

**2. Considerate Constructors Scheme**

- 2.1 The Developer shall not to Implement any Phase unless and until the Developer has registered that Phase with the Considerate Constructor's Scheme and provided written evidence of this to the Council.
- 2.2 The Developer shall ensure that each Phase is constructed in accordance with the Considerate Constructor's Code of Practice and in the event of any non-compliance with Considerate Constructor's Code of Practice the Developer shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.
- 2.3 The Developer shall use reasonable endeavours to ensure within the six month period prior to Practical Completion of a Phase of the Development that the Developer has obtained an assessment from a representative of the Considerate Constructor's Scheme of the performance of the construction of that Phase of the Development against the Considerate Constructor's Code of Practice and reported the results of the assessment to the Council within seven (7) Working Days of receipt .

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## **Annex to Schedule 7**

### **Considerate Constructor's Scheme**

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

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

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

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

#### **1. Care about Appearance**

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

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

#### **2. Respect the Community**

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

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

#### **3. Protect the Environment**

##### **3.1 Constructors should protect and enhance the environment**

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

#### **4. Secure everyone's Safety**

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

- 4.1.1 Having systems that care for the safety of the public, visitors and the workforce.
- 4.1.2 Minimising security risks to neighbours.

4.1.3 Having initiatives for continuous safety improvement.

4.1.4 Embedding attitudes and behaviours that enhance safety performance.

## **5. Value their Workforce**

5.1 Constructors should provide a supportive and caring working environment

5.1.1 Providing a workplace where everyone is respected, treated fairly, encouraged and supported.

5.1.2 Identifying personal development needs and promoting training.

5.1.3 Caring for the health and wellbeing of the workforce.

5.1.4 Providing and maintaining high standards of welfare.

**SCHEDULE 8**  
**THIRD PARTY LAND**

**1. Interpretation**

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

**"Actual Completion"** means completion of the transfer of any part of the Council Land (which for the avoidance of doubt can include a leasehold or freehold transfer);

**"Council Land"** means the land coloured yellow on the Council Land Plan and owned by the Council;

**"Council Land Plan"** means Plan 7 annexed at Schedule 1;

**"Supplemental Deed"** means a supplemental deed to this Agreement confirming that the Developer agrees that its interest in the Property as leaseholder or freeholder (as the case may be) from the date of Actual Completion will be bound by the terms of this Agreement a draft of which is annexed to this Schedule;

**2. Supplemental Deed**

- 2.1 The Developer covenants with the Council to enter into the Supplemental Deed upon the date of Actual Completion and not to encumber the title to the Property with any charge prior to entering into the Supplemental Deed.

- 2.2 Not to:

2.2.1 Implement or permit Implementation of a Plot on the Council Land;

2.2.2 Occupy or cause or permit the Occupation of a Plot or any part thereof on the Council Land;

2.2.3 use or cause or permit the use of a Plot or any part thereof on the Council Land;

unless and until the Supplemental Deed in relation to land within that Phase has been completed to the written satisfaction of the Council, unless otherwise agreed in writing with the Council.

**3. Third Party Implementation**

- 3.1 Not to Implement a Plot until the leaseholders within that Plot have vacated the Property, and their respective leases, licences or agreement to occupy (as applicable) have come to an end howsoever terminated (and the Council has received notice of this).

- 3.2 To notify the Council in writing when the leaseholders with a Plot have vacated the Property and their respective leases, licences or agreement to occupy (as applicable) have come to an end howsoever terminated.

- 3.3 Not to amend vary or renew any of the leaseholders' leases, licences or agreement to occupy (as applicable) in a manner that would allow any of the leaseholders to carry out the Development in a Plot without first procuring that they enter into an agreement with the Council certifying that they will comply with the obligations of the Developer as set out in this Agreement.

- 3.4 If any of the leaseholders or any other person(s) other than the Developer Implements or carries out or procures Implementation of a Plot of the Development then the Developer shall use all reasonable endeavours to prevent any further works pursuant to that Plot of the Development being carried out and shall ensure that the relevant leaseholder or person(s)

responsible for carrying out or procuring the Implementation shall promptly and permanently be removed from the Property.

- 3.5 In the event of non-compliance with any part of this paragraph 3 the Developer shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.



**Annex to Schedule 8**  
**Supplemental Deed**

**THIS SUPPLEMENTAL DEED** executed as a Deed is given this [ ] day of [ ] 20

**BY:-**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 4LE ("**Council**") as local planning authority of the first part
- (2) [ ] registered in England and Wales (Co. Reg. No.[ ]) whose registered office is [ ] (the "Owner") of the second part.

**WHEREAS:-**

- (A) The Council is the local planning authority for the area in which the Property is situated and by whom the obligations contained in this Supplemental Deed are enforceable and is the local authority for the purposes of the 1974 Act and the 1972 Act and the 2011 Act and all other enabling powers.
- (B) On [ ] 22 the Parties hereto entered into the Principal Deed.
- (C) The Owner has acquired a [freehold or leasehold] interest of part of the Property on the date of this Agreement which interest is capable of and will be subject to application for registration thereof at HM Land Registry.
- (D) This Supplemental Deed is entered into for the purpose of ensuring that the Owner's agreements, covenants, undertakings and obligations as Owner of the Property contained in the Principal Deed are binding on the Owner as [freehold or leasehold] owner of the Property and the Property for the purposes of Section 106 of the 1990 Act and section 16 of the 1974 Act and all other enabling powers.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

- 1.1 Save where provided otherwise words and expressions used in this Supplemental Deed have the meaning assigned in the Principal Deed.
- 1.2 For the purposes of this Supplemental Deed the following words and expressions have the meanings assigned:-

<b>Principal Deed</b>	the agreement dated [ ] 20 between Council and [ ] entered into pursuant to section 106 of the 1990 Act, section 16 of the 1974 Act and all other enabling powers relating to the High Road West Planning Permission.
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<b>High Road West Planning Permission</b>	means the planning permission for the Development bearing the Council's reference HGY/2021/3175.
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**2. OPERATION OF THIS SUPPLEMENTAL DEED**

- 2.1 This Supplemental Deed is supplemental to the Principal Deed and is made pursuant to section 106 of the 1990 Act section 111 of the 1972 Act section 16 of the 1974 Act and section 1 of the 2011 Act.

- 2.2 The obligations, covenants, conditions and undertakings contained in this Supplemental Deed given to the Council are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council for the area within which the Property is situated and all obligations, covenants, conditions and undertakings are also enforceable by the Council pursuant to Section 16 of the 1974 Act and all other enabling statutory provisions.
- 2.3 The Owner agrees that notwithstanding the effect of section 106(3)(b) of the 1990 Act from the date hereof the obligations, covenants and undertakings in the Principal Deed given by the Owner shall be binding on the Owner as freehold owner of the Property and the Property pursuant to section 106 of the 1990 Act as if the said obligations, covenants and undertakings in the Principal Deed were set out in this Supplemental Deed in full with the intent that, subject to sub-clauses 3.3.1 3.3.2 3.3.6 and 3.3.7 of the Principal Deed, the said obligations, covenants and undertakings shall be enforceable by the Council not only against the Owner but also against any successors in title to or assignees of the Owner and any person claiming through or under it an interest or estate in the Property subject to the terms set out in the Principal Deed.
- 2.4 This Supplemental Deed is a local land charge and shall be registered as such and the Owner hereby covenants with the Council that, subject to obtaining all necessary consents, it shall apply to the Chief Land Registrar to register this Supplemental Deed 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 Supplemental Deed in the charges register to 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.
- 2.5 The Owner shall upon completion of this Supplemental Deed pay the Council its reasonable legal costs.
- 2.6 If the Owner shall obtain any further interest in the Property it shall enter into another Deed on the same terms of this Supplemental Deed to bind that interest to all the terms and obligations of the Principal Deed.
- 2.7 Any future mortgagee or chargee of the whole or any part of the Property who acquires their interest in the Property after the date of this Agreement shall take the Property bound by the planning obligations restrictions and undertakings contained herein PROVIDED THAT such mortgagee or chargee shall have no liability for the terms of this Agreement unless and until they become mortgagee in possession of the Property or any part thereof in which case they shall be bound by the provisions of this Agreement as if they were a person deriving title from the owner and the mortgagee in possession shall not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement.
- 2.8 The covenants contained in the Principal Deed shall not be binding on any statutory undertaker or other person who acquires any part of the Property or interest therein solely for the purposes of supply of electricity gas water drainage telecommunications services or public transport services

### **3. RELEASE**

The Owner will upon disposing of its interest in the whole of the Property be released from all obligations and covenants under this Supplemental Deed in relation to the Property but without prejudice to the rights of the Council in relation to any subsisting breach of those obligations or covenants arising prior to it parting with such interest.

**IN WITNESS** whereof the parties have executed this Deed the day and year first above written

## **SCHEDULE 9**

### **AFFORDABLE WORKSPACE**

#### **1. Affordable Workspace**

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

**Affordable Workspace** means that part of the Development comprising at least 10% of the total floorspace that is or is intended to be used in accordance Use Class E(g) of the Use Classes Order across the whole of the Development;

**Affordable Workspace Provider Lease Terms** means a lease to an Affordable Workspace Provider which includes the following terms:

- the rent is set at a level to allow the Affordable Workspace Provider to sublet the Affordable Workspace at the Affordable Workspace Rent to Affordable Workspace Occupiers with no other additional charges or rents payable other than the Affordable Workspace Service Charge;
- the use is restricted to an office use within use class E(g) of the Use Classes Order ;
- the Landlord and Tenant Act 1954 is excluded;
- rights for the Affordable Workspace Provider to have clear signage and a visual presence at the entrance to the Affordable Workspace;

**Affordable Workspace Occupier** means any person or small to medium enterprise that has let floorspace in the Affordable Workspace in accordance with the terms of an Affordable Workspace Occupier Lease;

**Affordable Workspace Occupier Lease** means a form of lease of Affordable Workspace granted by the Developer or the Affordable Workspace Provider to the Affordable Workspace Occupier and which:

- sets rent at the Affordable Workspace Rent with no other additional charges or rents payable other than the Affordable Workspace Service Charge;
- is on terms which are generally in accordance with those terms set out in the Affordable Workspace Statement;
- does not require the Affordable Workspace Occupier to provide a rental deposit to the Affordable Workspace Provider;
- has a maximum term of 5 years; and
- can be terminated by either the landlord or the Affordable Workspace Occupier on giving no less than 3 months' notice;

**Affordable Workspace Plan** means a plan to be submitted pursuant to paragraph 2.1 of this Schedule which shows the location and amount of Affordable Workspace floorspace to be provided within a Plot;

**Affordable Workspace Provider** means a provider of Affordable Workspace approved by the Council being a company or organisation which has the intention and means to sub-let the Affordable Workspace to Affordable Workspace Occupiers in accordance with the Affordable Workspace Statement and Affordable Workspace Provider Lease;

**Affordable Workspace Provider Lease** means a form of lease between the Developer and an Affordable Workspace Provider in accordance with the Affordable Workspace Provider Lease Terms, which allows the Affordable Workspace Provider to sub-let the Affordable Workspace to Affordable Workspace Occupiers, such lease to be submitted to the Council for its written approval with the Affordable Workspace Statement prior to being entered into and which the Council may reasonably refuse if such a lease does not meet the reasonable requirements of the Affordable Workspace Provider having regard to any applicable planning policy at that time;

**Affordable Workspace Rent** means rent (exclusive of the Affordable Workspace Service Charge) at no more than 75% of the value of the Market Rent at the start of each lease;

**Affordable Workspace Service Charge** means a service charge to be paid by the Affordable Workspace Provider or an Affordable Workspace Occupier (as applicable) and may include but is not limited to:

- (a) a fair proportion of the costs associated with the structure of and services provided to the building within which the Affordable Workspace is located 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 Workspace Provider or the Affordable Workspace Occupier (as applicable) shall have rights but not any costs associated with the internal common parts of the building over which the Affordable Workspace Provider or Affordable Workspace Occupier (as applicable) will not have rights; and
- (c) a fair proportion of the reasonable costs associated with the use and maintenance of the Affordable Workspace and the communal facilities available to the Affordable Workspace Occupier including:
  - the use of the office furnishings and communal business equipment;
  - high speed internet;
  - lighting, heating and hot water;
  - security;
  - secure cycle facilities; and
  - cleaning.

**Affordable Workspace Specification** means the specification which demonstrates that the fit out of the Affordable Workspace (which will be carried out by the Developer) will be fit for purpose for an Affordable Workspace Provider or Affordable Workspace Occupier that and will include the following as a minimum:

- power/electricity, basic lighting, Life safety systems and services;
- floor finishes;
- A WC or lavatory; and
- a kitchenette.

**Affordable Workspace Statement** means a statement to be provided by the Developer to the Council for its written approval for each Plot which will contain Affordable Workspace, pursuant to paragraph 2.3 which shall include:

- detailed plans the showing the internal layout of the Affordable Workspace including any common areas;

- a draft form of the Affordable Workspace Occupier Lease;
- a draft form of the Affordable Workspace Provider Lease (if applicable);
- confirmation of the amount of the initial Affordable Workspace Rent that Affordable Workspace Occupiers would pay;
- confirmation of the initial amount of the Affordable Workspace Service Charge that Affordable Workspace Occupiers would pay;
- details as to how the Affordable Workspace will be marketed and at what industries/sectors with the aim of prioritising people who live or work or businesses based within or employing people living in the Borough; and,

any other information reasonably requested by the Council.

**Workspace Return** means a concise report prepared in relation to the Affordable Workspace delivered on a Plot, which sets out the position no more than one month before the date of the return (specified in paragraph 2.11 of this Schedule) in order to enable the Council to assess compliance with the obligations in this Schedule and that confirms:

- how the Affordable Workspace is being let (either direct to Affordable Workspace Occupiers and/or Affordable Workspace Provider);
- number of businesses using the Affordable Workspace in total; number of new businesses in the last year;
- number of Haringey residents using the Affordable Workspace (to the extent it is possible to provide this information);
- Affordable Workspace Rent levels.

## 2. Covenants by the Developer

- 2.1 The Developer will submit to the Council with each application for Reserved Matters Consent for a Plot that is to contain Affordable Workspace, the Affordable Workspace Plan and the Affordable Workspace Specification for that Plot.
- 2.2 The Developer shall construct and Practically Complete the Affordable Workspace for a Plot prior to Occupation of more than 90% of the Open Market Housing Units in that Plot within which Affordable Workspace is to be provided.
- 2.3 No less than 6 (six) months prior to the Occupation Date of the Affordable Workspace in a Plot, the Developer shall submit a draft Affordable Workspace Statement for that Plot to the Council for approval and in the event of any refusal by the Council to approve the submitted Affordable Workspace Statement to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Affordable Workspace Statement as amended having regard to the Council's reasonable reasons for refusal ("**the Approved Affordable Workspace Statement**").
- 2.4 Unless the Council approves otherwise, the lease to an Affordable Workspace Provider and the subleases to Affordable Workspace Occupiers shall all be materially in the respective forms agreed by the Council as part of the Affordable Workspace Statement.
- 2.5 The Developer shall not Occupy or cause or permit Occupation of more than 90% of the Open Market Housing Units in a Plot within which Affordable Workspace is to be provided unless and until:
- 2.5.1 the Council has approved the Affordable Workspace Statement for that Plot pursuant to paragraph 2.3 of this Schedule;

- 2.5.2 the Affordable Workspace within that Plot has been constructed in accordance with the Planning Permission, the Affordable Workspace Plan for that Plot, the Affordable Workspace Specification for that Plot and the details in the Approved Affordable Workspace Statement to the written reasonable satisfaction of the Council; and
- 2.5.3 subject to paragraphs 2.6 and 2.7 below, the Developer has either:
- (a) entered into the Affordable Workspace Provider Lease with an Affordable Workspace Provider for that Plot; or
  - (b) the Affordable Workspace for that Plot is ready to be Occupied by Affordable Workspace Occupiers in accordance with the Affordable Workspace Occupier Lease (as applicable), and the Developer can demonstrate that marketing materials (which shall include the Affordable Workspace Rent for the Affordable Workspace within the relevant Plot) have been provided to a local reputable commercial lettings agent to assist in the letting of the Affordable Workspace to Affordable Workspace Occupiers.
- 2.6 The Affordable Workspace for a Plot shall be let either directly to Affordable Workspace Occupiers or an Affordable Workspace Provider in accordance with the Approved Affordable Workspace Statement and the Affordable Workspace Provider Lease or the Affordable Workspace Occupier Lease (as the case may be) approved or as otherwise agreed or permitted pursuant to this Agreement for a period commencing from first Occupation of the Affordable Workspace within a Plot for at least 20 years and the Affordable Workspace shall not be leased let licensed used or Occupied during such period other than as Affordable Workspace pursuant to this paragraph 2.
- 2.7 Subject to complying with all data protection legislation and obtaining the relevant Affordable Workspace Occupiers' consent for the disclosure of such information, the Developer will provide the Council with a copy of each completed Affordable Workspace Provider Leases and Affordable Workspace Occupier Leases (as applicable) for a Plot within which Affordable Workspace is being provided for the purposes of enabling the Council to verify compliance with this Schedule, on written request
- 2.8 The Developer will work in collaboration and in good faith with the Council to review the Approved Affordable Workspace Statement for a Plot no more frequently than every five years following approval of the said Affordable Workspace Statement, and following such reviews to make such amendments to the Approved Affordable Workspace Statement as may be required by the Council.
- 2.9 The Developer shall not Occupy or cause or permit Occupation of the Affordable Workspace in a Plot otherwise than in accordance with the Approved Affordable Workspace Statement, Affordable Workspace Plan, and the approved Affordable Workspace Occupier Lease for that Plot and the Affordable Workspace Provider Lease (as applicable) for that Plot (as may be amended from time to time in accordance with paragraph 2.8).
- 2.10 The Developer shall comply with any reasonable steps requested by the Council in order to assist the Council in satisfying itself that this Schedule has been fully complied with.
- 2.11 Subject to complying with all data protection legislation and with Affordable Workspace Occupiers' consent for the disclosure of such information, to provide the Planning Obligations Monitoring Officer with the Workspace Return no earlier than 12 (twelve) months before and no later than 13 (thirteen) months after first Occupation of any Affordable Workspace with that Plot and then every 12 (twelve) months following the first submitted Workspace Return.



**SCHEDULE 10**  
**MEANWHILE USE STRATEGY**

**1. Interpretation**

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

**"Approved Meanwhile Use Strategy"** shall have the meaning given in paragraph 2.1 of this Schedule;

**"Meanwhile Use Strategy"** means the strategy to be submitted for each Phase, for the temporary use of land and buildings located within the relevant Phase, that are owned by the Council or are acquired by the Council and/or the Developer.

**2. Meanwhile Use Strategy**

- 2.1 The Developer shall not Implement a Phase unless and until the Developer has submitted to the Council the Meanwhile Use Strategy for that Phase, to be approved in writing by the Council ("**the Approved Meanwhile Use Strategy**") and in the event of any refusal by the Council to approve the Meanwhile Use Strategy for a Phase, to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Meanwhile Use Strategy for that Phase as amended having regard to the Council's reasonable reasons for refusal.
- 2.2 The Developer shall not carry out or Occupy any Phase except in accordance with the most recently Approved Meanwhile Use Strategy for that Phase.

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**SCHEDULE 11**  
**BUSINESS RELOCATION STRATEGY**

**1. Interpretation**

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

**"Approved Business Relocation Strategy"** shall have the meaning given in paragraph 2.1 of this Schedule;

**"Business Relocation Strategy"** means a strategy for each Phase to assist with temporary and permanent relocation of Existing Business Occupiers within that Phase to new premises located within the Development, or subject to the Council's approval at other locations within the vicinity of the Property which shall set out details of how the Developer will:

- prioritise the relocation of Existing Business Occupiers to Existing Business Occupier Units, or if not feasible, within the vicinity of the Property;
- minimise the level of operational disruption on the operations of the Existing Business Occupiers;
- work with Existing Business Occupiers and secure local agent support in order to prepare potential relocation options based on the individual businesses requirements; and
- provide independent business and relocation advisory support for Existing Business Occupiers;

**"Existing Business Occupiers"** means those businesses operating within the redline boundary shown on Plan 1 who have occupied the Property for at least 12 months in the 18 months prior to Implementation of the Development.

**"Existing Business Occupier Units"** means those units of Commercial Floorspace within the Development comprising at least of 40% of the total Commercial Development, which will be offered to Existing Business Occupiers in accordance with the terms of this Schedule.

**"Market Rental Value"** means the rent per square foot that would reasonably be expected for the Existing Business Occupier Units if let on the open market as determined by an Independent Surveyor appointed jointly by the Council and the Developer, which shall be based on values of properties for the same use proposed by the Existing Business Occupier and which are:

- a) in the immediate vicinity of the High Road between Brantwood Road and Church Road;
- b) within any areas of the Commercial Development which have Practically Completed; and/or
- c) Commercial Floorspace within Plots which have not yet been Implemented or Practically Completed.

and this value shall be reassessed every 18 months, or any other timescale agreed between the Developer and the Council.

**"NIA"** means Net Internal Area, being the total floor area within the demise of the relevant Existing Business Occupier Unit.

**"Occupier Business Plan"** means a plan submitted by the Existing Business Occupier to the Developer or landlord (as the case may be) in order for the Developer or landlord to provide support to the Existing Business Occupier, which support may include marketing, business to business support and agency/catchment/demographic/business support with the aim of enabling the Existing Business Occupiers to continue viable operations after relocation to an Existing Business Occupier Unit.

## **2. Business Relocation Strategy**

- 2.1 The Developer shall not Implement any Phase of the Development within which an Existing Business Occupier is located unless and until the Developer has submitted to the Council the Business Relocation Strategy for that Phase, to be approved in writing by the Council ("**the Approved Business Relocation Strategy**") and in the event of any refusal by the Council to approve the Business Relocation Strategy for that Phase to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Business Relocation Strategy as amended having regard to the Council's reasonable reasons for refusal.
- 2.2 The Developer shall not carry out or Occupy any Phase of the Development in which an existing business is located except in accordance with the most recently Approved Business Relocation Strategy for that Phase.

## **3. Existing Business Occupier Units**

- 3.1 The Developer shall provide a plan showing the location of any Existing Business Occupier Units to be provided within a Plot as part of an application for Reserved Matters Consent for that Plot (the "**Existing Business Occupier Plan**").
- 3.2 The Developer shall provide the Existing Business Occupier Units on the terms set out in this Schedule.
- 3.3 The Developer shall provide Existing Businesses Occupier Units to shell and core finish prior to Practical Completion of each Plot that is to contain an Existing Business Occupier Unit, in accordance with the Existing Business Occupier Plan.
- 3.4 No later than 12 months prior to the estimated date of Practical Completion of the Existing Business Occupier Units within a Plot, the Developer shall commence exclusively marketing the said units for a period of at least three (3) months for Occupation by Existing Business Occupiers (the "**Marketing Period**"), in accordance with the following:
  - 3.4.1 advertising and marketing of the Existing Business Occupier Units directly to Existing Business Occupiers, through particulars, flyers, direct electronic communication, direct approach to Existing Business Occupiers by the Developer, press releases and any other reasonable means to ensure appropriate engagement; and
  - 3.4.2 advertising the Existing Business Occupier Units by displaying letting boards and posters in appropriate locations within the Property.
- 3.5 After the Marketing Period for <sup>Existing SA</sup> Business Occupier Units within a Plot has completed, and if there remain unlet Existing Business Occupier Units at that time, the Developer shall be permitted to market the Existing Business Occupier Units for that Plot on the open market, PROVIDED THAT the Developer shall continue to market the Existing Business Occupier Units to Existing Business Occupiers in accordance with paragraphs 3.4.1 of this Schedule, and shall prioritise letting of such units to any Existing Business Occupier over any other tenant.
- 3.6 The Developer shall offer the Existing Business Occupier Units to Existing Business Occupiers including either a rent incentive by way of capital contribution or rent free period, or stepped discounted rent in accordance with the table in paragraph 3.7 below.
- 3.7 The Developer shall offer the Existing Business Occupier Units to Existing Business Occupiers on the following terms:

<b>Demise</b>	Shell and core, with a shopfront or equivalent frontage where appropriate for the use of a particular Existing Business Occupier (and subject always to availability of such units).
<b>Rent</b>	<p>Rent will be offered at a discounted rate for the first 5 (five) years:</p> <p>Year 1 Rent free  Year 2 (Market Rental Value-40%) x NIA  Year 3 (Market Rental Value-30%) x NIA  Year 4 (Market Rental Value-20%) x NIA  Year 5 (Market Rental Value-10%) x NIA  Year 6 onwards Review of Market Rental Value</p> <p>However, any Existing Business Occupier can elect to forgo the discounted rent and receive an incentive:</p> <ol style="list-style-type: none"> <li>1. by way of an extended rent free period;</li> <li>2. by way of capital contribution towards fit out or equipment purchase; or</li> <li>3. any blend of limbs 1 and 2 above</li> </ol> <p>as may be agreed between the Developer and the Existing Business Occupier PROVIDED THAT the total incentive given for limbs 1-3 above does not exceed the total amount of discount that would have been provided across the first five (5) years had the Existing Business Occupier opted to apply the offer of discounted rent for 5 (five) years.</p> <p>Rent shall be exclusive of any service charge</p>
<b>Rent Review</b>	There shall be an upward-only Rent Review to the Market Rental Value of an Existing Business Occupier Unit at the end of the 5 <sup>th</sup> year of the term unless otherwise agreed between the parties, which can be undertaken by way of business turnover assessment.
<b>Alienation</b>	The Existing Business Occupier shall not be permitted to sub-let the Existing Business Occupier Unit in whole or part during the first 5 (five) years of lease term.
<b>Service Charge &amp; Repairs</b>	<p>A fair and reasonable service charge will be applied in addition to Rent.</p> <p>The Existing Business Occupier shall only be responsible for all internal non-structural repairs.</p>
<b>Dilapidations</b>	The Existing Business Occupier shall have sole responsibility for dilapidations at the end of the lease or upon vacating the Existing Business Occupier Unit.
<b>Security of Tenure</b>	Any lease of an Existing Building Occupier Unit shall exclude the Landlord and Tenant Act 1954.

<b>Term</b>	The minimum term shall be 5 (five) years.
<b>Rent deposit</b>	6 months Rent and service charge to be held throughout duration of the term upon signing the agreement for lease for an Existing Business Occupier Unit.
<b>Business Plan Review</b>	All Existing Business Occupiers to submit an Occupier Business Plan for review by the Developer prior to entry into a lease for an Existing Business Occupier Unit.



**SCHEDULE 12**  
**PUBLIC ART**

**1. Interpretation**

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

**"Approved Public Art Strategy"** shall have the meaning given in paragraph 2.1.2 of this Schedule;

**"Public Art"** means permanent and/or temporary works of art, installations and/or performances which are visible and accessible to members of the public to be provided in each of Phase A and Phase B.

**"Public Art Strategy"** means a written strategy setting out the Owner's proposals for the provision of Public Art within a Phase of the Development to a minimum value of FIFTY THOUSAND POUNDS (£50,000-00) for each Phase.

**2. Public Art**

- 2.1 The Developer shall:

- 2.1.1 submit a Public Art Strategy to the Council for approval prior to Occupation of a Phase of the Development;
- 2.1.2 not Occupy nor permit Occupation of a Phase until the Public Art Strategy for that Phase has been approved by the Council (an **"Approved Public Art Strategy"**);
- 2.1.3 implement the Approved Public Art Strategy in accordance with the programme set out therein; and
- 2.1.4 not Occupy nor permit Occupation of more than 90% of the Open Market Housing Units in a Phase until the Public Art Strategy for that Phase has been implemented in full.

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**SCHEDULE 13**  
**PUBLIC REALM AND OPEN SPACE**

**1. Interpretation**

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

**"Access Land"** means the land shown coloured yellow on Plan 8;

**"Access Licence"** means a licence granted by the Developer (or another body nominated by the Developer with sufficient interest to enable it to grant the licence) to THFC to grant THFC access to the Access Land on the Licence Specified Terms for the purposes of facilitating crowd flow management of stadium visitors on Event Days from the THFC Stadium through the Development to the White Hart Lane train station;

**"Alternative Access Route"** means an alternative route over the Access Land for stadium visitor egress on Event Days from the THFC Stadium through the Development to the White Hart Lane train station in the event that the Primary Access Route cannot be used for public access on a given Event Day;

**"Approved Peacock Park Strategy"** shall have the meaning given in paragraph 3.1 of this Schedule;

**"Approved Public Realm and Public Open Space Management Plan"** shall have the meaning given in paragraph 4.1 of this Schedule;

**"Best Endeavours"** means to take and carry out all of the reasonable courses of action available to the Developer to comply with the applicable obligation and for the avoidance of doubt such steps shall include (but not be limited to):

- incurring reasonable financial expenses (but for the avoidance of doubt not including an unreasonable financial requests from the adjoining owners);
- if a cause of legal action exists against any party preventing the carrying out of the works, initiating legal proceedings where necessary, appropriate and proportionate;
- investigating and establishing ownership of the area subject to Percival Court Resurfacing and Improvement Works;
- maintaining ongoing communication with those parties for a period of at least 6 months to obtain permission to carry out the Percival Court Resurfacing and Improvement Works;

**"Bruce Castle Improvements Contribution"** means the sum of £50,000-00 (FIFTY THOUSAND POUNDS ONLY) towards the cost of improving pedestrian and cycle routes to and from Bruce Castle Park and improvements to the Bruce Castle Park itself, or another similar green space;

**"Event"** means either a football match, or non-football event to be held at the THFC Stadium which is expected to attract an audience requiring crowd flow management (and as of the date of this Agreement crowd flow management is required when an event audience is expected to exceed 10, 000 (ten thousand) people but the Parties acknowledge that the criteria for when crowd flow management may be required could change in the future);

**"Event Days"** means a single day on which an Event is to be held;

**"Licence Specified Terms"** means the terms appended to the annex to this Schedule which shall form the heads of terms for the Access Licence

**"Moselle Square Open Space"** means an area of open space to be located generally in the area shown on the Moselle Square Open Space Plan and which shall:

- (a) be designed for active use with provision for spatial programming and cultural activities, such as children's play, commercial and retail activities (including markets) and community activities including outdoor performances and events, leisure activities which shall be managed by the Moselle Square Open Space Events Co-Ordinator; and
- (b) shall accommodate a minimum of 2000 standing audience members for events, together with circulation space

in accordance with the Moselle Square Open Space Specification;

**"Moselle Square Open Space Events Co-Ordinator"** means a person appointed by the Developer and approved by the Council to programme and manage a range of events taking place throughout the year at Moselle Square Open Space;

**"Moselle Square Open Space Plan"** means Plan 9 attached in Schedule 1 showing the location (but not full extent) of the Moselle Square Open Space;

**"Moselle Square Open Space Specification"** means a specification setting out details of the Moselle Square Open Space which shall include details of the area and boundaries, materials and landscaping, walkways, lighting, illumination levels, and surface water drainage;

**"Peacock Park Open Space"** means the area of open space to be located generally in the area shown on the Peacock Park Open Space Plan;

**"Peacock Park Open Space Plan"** means the Plan 10 attached in Schedule 1 showing the Peacock Park Open Space;

**"Peacock Park Specification"** means a specification setting out details of the extent of Peacock Park Open Space and which shall include details of the area and boundaries, materials and landscaping, walkways, lighting, illumination levels and play spaces to be provided;

**"Percival Court"** means the area adjacent to the Property known as Percival Court and shown shaded blue on the Percival Court Plan;

**"Percival Court Plan"** means Plan 11 attached in Schedule 1 identifying Percival Court and subject to the Percival Court Resurfacing and Improvement Works;

**"Percival Court Resurfacing and Improvements Plan"** means the plan describing and showing details of the Percival Court Resurfacing and Improvement Works which shall include (but not be limited to) details of surfacing materials, surface water drainage, lighting, illuminations levels;

**"Percival Court Resurfacing and Improvement Works"** means the resurfacing and improvement works to Percival Court in accordance with the approved Percival Court Resurfacing and Improvements Plan which shall include (but not be limited to): resurfacing, provision of a means of surface water drainage and lighting installations;

**"Primary Access Route"** means the agreed route over the Access Land approved and as may be updated pursuant to the conditions of the Planning Permission for stadium visitor egress on Event Days from the THFC Stadium through the Development to White Hart Lane train station;

**"Public Realm and Open Space Access Management Plan"** means a plan setting out the public access arrangement for the public realm and public open space areas within the Property which shall include:

Public JA

- (a) every day access and management;
- (b) stadium event day access and management;
- (c) responsibilities of estate management company;

such plan to be managed and maintained in accordance with the Mayor of London Charter (October 2021);

**"Route"** means the Primary Access Route or the Alternative Access Route;

**"Temporary Access Licence"** means a licence granted by the Developer (or another body nominated by the Developer with sufficient interest to enable it to grant the licence) to THFC to grant THFC access to the area of the Access Land owned by the Developer at the time of grant on the Licence Specified Terms for the purposes of facilitating stadium visitor egress on Event Days from the THFC Stadium through the Development to White Hart Land train station, to remain in place as necessary until such time that either:

- (a) the Developer acquires the whole of the Access Land and the Access Licence has been granted; or
- (b) the Developer acquires a further interest in the Access Land (and in this case an additional Temporary Access Licence may be granted which binds the full extent of the Access Land owned by the Developer);

**"THFC"** means Tottenham Hotspur Football Club and Athletic Co. Limited or such other entity as shall be the principle occupier or operator of the THFC Stadium;

**"THFC Stadium"** means the Tottenham Hotspur Stadium adjacent to the Development;

## 2. Moselle Square

The Developer covenants and agrees:

- 2.1 Prior to Implementation of Phase A, to submit the Moselle Square Open Space Specification for approval by the Council and in the event of any refusal by the Council to approve the Moselle Square Open Space Specification, to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Moselle Square Open Space Specification as amended having regard to the Council's reasonable reasons for refusal.
- 2.2 Not to Implement Phase A until the Moselle Square Open Space Specification has been approved by the Council.
- 2.3 To provide the Moselle Square Open Space in accordance with the Moselle Square Open Space Specification prior to the Occupation of 90% of the Open Market Housing Units in Phase A, or prior to Occupation of 780 Open Market Housing Units, whichever is earlier.
- 2.4 Not to Occupy or permit the first Occupation of more than 90% of the Open Market Housing Units in Phase A or 780 Open Market Housing Units, whichever is earlier, until the Moselle Square Open Space has been provided in accordance with the Moselle Square Open Space Specification.
- 2.5 After the Moselle Square Open Space has been provided, to provide the public free and unrestricted access to the Moselle Square Open Space in accordance with the terms of the Public Realm and Open Space Access Management Plan.
- 2.6 To appoint the Moselle Square Open Space Events Co-ordinator prior to the Occupation of 90% of the Open Market Housing Units in Phase A, or 780 Open Market Housing Units, whichever is earlier, and such appointment shall be subject to the Council's prior written approval, such approval not to be unreasonably refused or withheld.

- 2.7 Not to Occupy or permit the Occupation of more than 90% of the Open Market Housing Units in Phase A, or 780 Open Market Housing Units, whichever is earlier, until the Council has approved in writing the appointment of the Moselle Square Open Space Event Co-ordinator pursuant to paragraph 2.6 and such approval shall not be unreasonably withheld or delayed.

### **3. Peacock Park**

The Developer covenants and agrees:

- 3.1 Not to Implement Phase B unless and until the Developer has submitted to the Council the Peacock Park Specification to be approved in writing by the Council ("**the Approved Peacock Park Specification**") and in the event of any refusal by the Council to approve the Peacock Park Specification to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Peacock Park Specification as amended having regard to the Council's reasonable reasons for refusal.
- 3.2 To provide the Peacock Park Open Space prior to the Occupation of 50% of the Open Market Housing Units in Phase B.
- 3.3 Not to Occupy or permit the Occupation of more than 50% of the Open Market Housing Units in Phase B until the Peacock Park Open Space has been provided.
- 3.4 Not to carry out or Occupy the Development except in accordance with the most recently Approved Peacock Park Specification.
- 3.5 After the Peacock Park Open Space has been provided, to afford the public free and unrestricted access to the Peacock Park Open Space in accordance with the terms of the Public Realm and Open Space Access Management Plan.

### **4. Public Realm & Public Open Space Access Management Plan**

- 4.1 Not to Implement the first Reserved Matters Approval for the Development unless and until the Developer has submitted to the Council the Public Realm and Public Open Space Management Plan to be approved in writing by the Council ("**the Approved Public Realm and Public Open Space Management Plan**") and in the event of any refusal by the Council to approve the Public Realm and Public Open Space Management Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Public Realm and Public Open Space Management Plan as amended having regard to the Council's reasonable reasons for refusal.
- 4.2 Not to carry out or Occupy the Development except in accordance with the most recently Approved Public Realm and Public Open Space Management Plan.

### **5. Percival Court**

- 5.1 Prior to Implementation of the Plot within which Percival Court is located, to submit the Percival Court Resurfacing and Improvements Plan to the Council for approval and in the event of any refusal by the Council to approve the Percival Court Resurfacing and Improvements Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Percival Court Resurfacing and Improvements Plan as amended having regard to the Council's reasonable reasons for refusal.
- 5.2 Not to Implement the Plot within which Percival Court is located or cause or permit Implementation of that Plot until the Percival Court Resurfacing and Improvements Plan has been submitted to and approved in writing by the Council.
- 5.3 Prior to Occupation of the Plot within which Percival Court is located to use Best Endeavours to ensure that the Percival Court Resurfacing and Improvement Works are carried out in accordance with the Percival Court Resurfacing and Improvements Plan.



- 5.4 Not to Occupy or cause or permit Occupation of the Plot within which Percival Court is located until either:
- 5.4.1 the Percival Court Resurfacing and Improvement Works have been completed to the satisfaction of the Council and the Council has confirmed its approval of the Percival Court Resurfacing and Improvement Works in writing; or
  - 5.4.2 the Developer has demonstrated to the Council's satisfaction that having used its Best Endeavours for a period of 6 months it has been unable to secure the necessary consents required in order to permit it to carry out the Percival Court Resurfacing and Improvement Works.
- 5.5 In the event that pursuant to paragraph 5.4.2 the Developer has demonstrated to the Council's satisfaction that it has used Best Endeavours for a period of 6 months but been unable to secure the necessary consents to permit it to carry out the Percival Court Resurfacing and Improvement Works, the Council shall (upon written request from the Developer) issue confirmation that the obligation in paragraph 5.3 has been discharged and that the restriction on Occupation in paragraph 5.4 no longer applies.
- 5.6 Where the Percival Court Resurfacing and Improvement Works have been carried out and completed to ensure that the area subject to those works is maintained for the life of the Development.
- 5.7 If, on the dates under paragraphs 5.1, 5.2, 5.3 and 5.4, works to re-surface Percival Court are ongoing or completed pursuant to the agreement between the Council and High Road West (Tottenham) Limited dated 2 September 2021, the Developer shall be released from its obligations under this paragraph 5.

## **6. Bruce Castle/SANGS Contribution**

- 6.1 To pay the Council the Bruce Castle Improvements Contribution on or prior to the Occupation of 887 Open Market Housing Units located within Phase A.
- 6.2 Not to Occupy or permit the Occupation of more than 887 Open Market Housing Units located within Phase A until the Bruce Castle Improvements Contribution has been paid to the Council in full.

## **7. Crowd Flow**

- 7.1 The Developer will grant or procure the grant to THFC for the purpose of operating the THFC Stadium on Event Days access to a Route within the Access Land subject to:
- 7.1.1 the Developer first acquiring a legal interest in any part of the Access Land; and
  - 7.1.2 if the Developer has acquired only part of the Access Land, THFC and the Developer first entering a Temporary Access Licence (which shall be amended or replaced from time to time with another Temporary Access Licence as the Developer acquires further interests in the Access Land); and
  - 7.1.3 if the Developer has acquired the whole of the Access Land, THFC and the Developer first entering into the Access Licence.
- 7.2 The Developer will use all reasonable endeavours as from the date of this Agreement to enter into the Access Licence or Temporary Access Licence (as the case may be) with THFC to be in place from the date it first acquires a legal interest in the Access Land by:
- (a) offering THFC the opportunity to meet twice every month for a period of at least six months prior to the commencement of Plot D;

- (b) negotiating an Access Licence on the Licence Specified Terms (and for the avoidance of doubt the Developer may, but shall not be required to, agree to any access terms beyond those in the Licence Specified Terms).

**Annex to Schedule 13**  
**Licence Specified Terms**

Definition of Event	Football matches, or non-football events to be held at the THFC Stadium which is expected to attract an audience requiring crowd flow management (currently set at more than ten thousand (10, 000) people but which could increase to 36, 000 in the future)
Licence Fee	[ ] per Event
Number of Events (annually from 1 August -31 July each year)	Football matches, and up to 16 other Events
Notice Period	<p>3 months prior to an Event Day for non-football Events.</p> <p>Six weeks prior to a football Event Day PROVIDED THAT if a scheduled football Event for which THFC has previously given sufficient notice is re-scheduled less than six weeks prior to the Event Day, THFC will be permitted to provide shorter notice if the following terms are met:</p> <p>(a) such notice is given to the Developer within three days of THFC receiving notification; and</p> <p>(b) notice is given at least one week prior to the Event Day.</p>
Purpose of Licence	<p>The Developer will allow THFC and its agents to enter onto the Access within the access land for the agreed access hours on the Event Day for the purposes of erecting mobile and temporary pedestrian control barriers along the Route and signage to facilitate stadium visitor egress from the THFC Stadium through the Development to White Hart Lane train station.</p> <p>Any Temporary Access Licence will include public access rights.</p> <p>Four <del>SA</del></p>
Duration of Access per Event  <div style="text-align: right;">Three SA</div>	<p><del>Two</del> hours prior to scheduled commencement of an Event and <del>one</del> hour after either the final whistle of a football match or the scheduled completion time of a non-football Event as the case may be, unless otherwise agreed in writing between the parties.</p>

Requirements of THFC	<p>THFC to carry out pre-access Route inspection alongside a representative of the Developer (or any management company)</p> <p>THFC to erect barriers/signage/equipment during Event access period</p> <p>THFC to remove barriers/signage/equipment after completion of the Event, during Event access period</p> <p>THFC to remove any litter and clean where necessary to restore the Access Land to its pre-Event state.</p> <p>THFC to make good any damage to the Access Land.</p> <p>THFC to provide indemnity to Developer for damage and losses arising from actions of THFC on the Property.</p> <p>THFC to hold public liability insurance with minimum coverage to be agreed between the parties, for every Event.</p>
Requirements of the Developer (or any management company)	<p>The Developer (or any management company) to be a member of the Safety Advisory Group for stadium events requiring crowd flow management.</p> <p>Developer(or any management company) to carry out pre-access Route inspection alongside a representative of THFC.</p> <p>Developer (or any management company) to maintain the Route to a satisfactory standard for safe passage.</p>
Routes	<p>The Access Licence will identify the Primary Access Route over the Access Land.</p> <p>The Developer will provide plans to THFC of general intended route.</p> <p>In order to accommodate the construction of the ongoing Development, the Route may be updated as approved pursuant to the conditions of the Planning Permission.</p> <p>The Developer will further be permitted in the event of unforeseen circumstances (for example flooding or power outages) to restrict access to the Primary Access Route, to specify an Alternative Access Route and shall provide as much notice to THFC as reasonably practicable.</p> <p>Minimum specification of the route will be in accordance with the Route specification appended to the Access Licence.</p>

**SCHEDULE 14**  
**LIBRARY AND LEARNING CENTRE**

**1. Interpretation**

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

**"Architectural Competition"** means a process organised by an experienced architecture Competition Organiser based on the Brief that seeks competitive proposals for the design and construction of the Library and Learning Centre;

**"Brief"** shall have the meaning given in paragraph 3;

**"Competition Organisers"** means the organisation selected pursuant to paragraph 4.1.2;

**"Competition Winner"** and **"Winning Design"** shall have the meanings given in paragraph 4.5;

**"Costs Plan"** means an evidence based capital costs plan showing how the LLC will be delivered in accordance with the budget set by the Developer, stating assumptions made in the assessment of the costs of delivering the LLC, including basis of the estimates and inclusions/exemptions and itemised costs (to the extent possible when the Costs Plan is being prepared) in accordance with an accepted standard of rates such as the BCIS All-In Price Tender Index;

**"Library and Learning Centre"** or **"LLC"** means a building constructed or to be constructed in accordance with the Winning Design and which is to be built within Phase A;

**"the Vision and Design Brief"** means the document entitled High Road West Library and Learning Centre Vision and Design Brief prepared by Frankham Consultancy Group, AOC Architecture Ltd. and Activist Group for the Council dated August 2016

**2. Intention of the Parties**

- 2.1 The Developer acknowledges that it is the desire of the Council for the Developer to hold an Architectural Competition for the selection of an architect to design the Library and Learning Centre and that the following shall determine how that process is carried out and how the Library and Learning Centre is thereafter delivered.

**3. The Brief**

- 3.1 Prior to Implementation of the Development, the Developer shall prepare or procure the preparation of a draft brief in accordance with the provisions of paragraph 3.2 of this Schedule that is to form the basis of the Architectural Competition and which reflects the Vision and Design Brief (the **"Draft Brief"**).

- 3.2 The Draft Brief must include:

3.2.1 the Costs Plan;

3.2.2 general requirements for the design of the LLC, including:

- (a) the overall design approach;
- (b) accommodation of enterprise and business space, adult learning facilities, flexible spaces for community and cultural activities and children's library;
- (c) strategic design principles, such as promotion of inclusive and sustainable design;

- (d) servicing requirements; and
- (e) structural and environmental considerations.

3.3 In preparing the Draft Brief the Developer shall consult with the Council to understand the community's needs in relation to the LLC, and to the extent relevant to informing the Brief, shall consult with other key service providers and business owners in the locality of the Property which may include:

- 3.3.1 local educational providers (such as Haringey Adult Learning Service (HALS), College of Haringey, Enfield and North-East London ('CONEL'), Dukes Academy);
- 3.3.2 local employment providers (such as Job Centre Plus);
- 3.3.3 local arts and culture providers;
- 3.3.4 community services (such as Bridge Renewal Trust, Tottenham Hotspur Foundation);
- 3.3.5 local resident and business Groups (such as the Love Lane Residents Association, Headcorn Tenterden Beaufoy and Grettton Roads Residents Association and Tottenham Traders Partnership)

and shall record or minute all responses and discussions pertaining to such consultation ('the Results').

3.4 The Draft Brief shall be submitted to the Council together with the Results for approval, and shall once approved become the Brief.

#### **4. The Competition**

4.1 The Developer shall:

- 4.1.1 propose to the Council for its approval a reputable organisation with a proven record of conducting architectural competitions to conduct the Architectural Competition and in the event of any refusal by the Council to approve such organisation, to pay regard to the Council's reasonable reasons for such refusal and this paragraph 4.1.1 shall continue to apply until an organisation is approved by the Council;
- 4.1.2 if the organisation proposed by the Developer pursuant to paragraph 4.1.1 above is approved by the Council (or if the Council shall fail to object to the selection of that organisation within 20 Working Days of being advised in writing of the identity thereof) the selected organisation shall become the Competition Organisers and the Developer will provide the Competition Organisers with the Brief and such other documentation and details as the Competition Organisers may reasonably request in order to permit the Architectural Competition to be arranged and carried out;
- 4.1.3 be responsible for meeting the fees and reasonable expenses of the Competition Organisers in conducting the Architectural Competition;
- 4.1.4 instruct that the Competition Organisers shall, in relation to the Architectural Competition:
  - (a) invite submissions from a wide range of potential architects;
  - (b) carry out the Architectural Competition to the point of submitting recommendations to the Developer within a period of no more than six months from the date of appointment of the Competition Organisers (unless otherwise agreed in writing with the Council);



- (c) accept submissions only from architects whose designs may reasonably be expected to be constructed within the Costs Plan and reasonably in accordance with the Brief;
  - (d) subject to the number of submissions received, recommend no less than three and no more than five submissions for final consideration of the Panel (as defined below).
- 4.2 The submissions recommended by the Competition Organisers pursuant to paragraph 4.1.4(d) shall be considered by a panel that shall be appointed by the Developer and consist of at least:
  - 4.2.1 a senior officer of the Council;
  - 4.2.2 the Cabinet Member of the Council responsible for libraries (or such officer as otherwise agreed in writing with the Council);
  - 4.2.3 a community representative; and
  - 4.2.4 a senior representative of the Developer

(the "**Panel**"), and the Panel shall recommend to the Developer and the Council which submission should be pursued.
- 4.3 The Developer shall review and confirm to the Council in writing whether it approves the recommendation of the Panel within 10 Working Days of the recommendation being received (such approval not to be unreasonably withheld) and a failure to confirm the same within this time will be deemed to be approval of the recommendation of the Panel.
- 4.4 If the Developer advises the Council that the recommendation of the Panel is not approved, the Developer shall direct the Panel to reconsider the submissions recommended by the Competition Organisers.
- 4.5 If the Developer approves the recommendation of the Panel, the architect(s) that submitted the proposal recommended by the Panel shall be the Competition Winner and its submission shall be the Winning Design.
- 4.6 If the Architectural Competition:
  - 4.6.1 fails to attract any submissions or fails to attract more than one such submission; and/or
  - 4.6.2 fails to attract any submission which can demonstrate that it can be achieved within the Costs Plan; and/or
  - 4.6.3 results in submissions all of which the Developer objects to pursuant to paragraph 4.3 above

paragraph 4.7 shall apply, but otherwise the Developer shall comply with paragraph 5 below
- 4.7 The Developer may:
  - 4.7.1 repeat the process set out in paragraphs 4.1 to 4.3 above (and may repeat that process as many times as the Developer may choose subject to paragraphs 5.2 and 5.3 below) or
  - 4.7.2 submit its own proposals contained within an application for Reserved Matters Consent and if such proposals are granted consent they shall constitute the 'Winning Design' for the purposes of paragraphs 4.5 and 5 below.

## **5. Commissioning of the Library and Learning Centre**

### **5.1 The Developer:**

- 5.1.1 shall (subject to paragraph 4.6) commission the Competition Winner to prepare a detailed design of the Library and Learning Centre and shall ensure that the Competition Winner is retained to ensure the Winning Design is delivered;
  - 5.1.2 shall as soon as reasonably practical but in any event within 18 months of the date that the Council has been notified of the Winning Design pursuant to paragraph 4.3, submit an application for Reserved Matters Consent for the Library and Learning Centre in accordance (subject to paragraph 4.6) with the Winning Design, unless the Developer proceeds pursuant to paragraph 4.7.2 in which case the application for Reserved Matters Consent must be made within 24 months from the date that the Council has approved the chosen Competition Organiser;
  - 5.1.3 shall be permitted to review the costs associated with delivery of the Winning Design and shall not be required to deliver any Winning Design that cannot be delivered within the Costs Plan and may revise a design to meet the Costs Plan provided that the Competition Winner is consulted on the revisions to the design.
- 5.2 The Developer shall provide and Practically Complete the Library and Learning Centre in accordance with the Winning Design prior to the Occupation of more than 95% of Open Market Housing Units in the Plot within which the Library and Learning Centre is located.
- 5.3 The Developer shall not Occupy or ~~Permit~~ <sup>Permit</sup> the Occupation of more than 95% of the Open Market Housing Units in the Plot within which the Library and Learning Centre is located unless and until the Library and Learning Centre has been:
- 5.3.1 Practically Completed; and
  - 5.3.2 the Council as Library Authority and Education Authority has the right (whether as transferee of the freehold, leaseholder under a commercial lease with the protection of the Landlord and Tenant Act 1954 or beneficiary of a contract for either) to occupy the Library and Learning Centre for the purposes that the Library and Learning Centre was permitted and constructed.

## **SCHEDULE 15**

### **HEALTH CENTRE**

#### **1. Interpretation**

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

**"Clinical Commissioning Group"** means the Clinical Commissioning Group or such other successor body;

**"Health Centre Specification"** means the plan designed in consultation with the Clinical Commissioning Group and the Council, which sets out:

- (a) details of the location of the Replacement Healthcare Facility;
- (b) a programme of delivery of the Replacement Healthcare Facility;
- (c) details of design and a specification of works for the Replacement Healthcare Facility;
- (d) heads of terms in relation to a lease to be entered into with the Clinical Commissioning Group including the agreed rent for the lease term;

**"Outline Stadium Permission"** means the outline planning permission granted by the Council on 15 April 2016 pursuant to reference HGY/2015/3000 and shall include any reserved matters approval granted pursuant to this permission;

**"Printworks Planning Permission"** means any planning permission granted by the Council pursuant to the applications bearing the Council's reference numbers HGY/2021/2283 or HGY/2021/2284;

**"Replacement Healthcare Facility"** means the facility which shall be built to replace the existing Tottenham Health Centre on the Property in accordance with the approved Healthcare Specification and let to the Clinical Commissioning Group;

**"Tottenham Health Centre"** means the existing Tottenham Health Centre located at 759 High road, London.

#### **2. Health Centre**

- 2.1 The Developer shall deliver the Replacement Healthcare Facility in accordance with the provisions of this Schedule 15.
- 2.2 The Developer shall submit the Health Centre Specification as part of the application for Reserved Matters Consent for the Plot within which the Replacement Healthcare Facility is to be located.
- 2.3 Prior to the demolition of the existing Tottenham Health Centre on the Property the Developer shall:
- 2.3.1 construct and Practically Complete the Replacement Healthcare Facility; and
  - 2.3.2 enter into a lease with the Clinical Commissioning Group in accordance with the heads of terms set out in the Health Centre Specification.
- 2.4 The Parties agree that paragraphs 2.1-2.3 shall not apply if, prior to the delivery of the Replacement Healthcare Facility, the Developer provides evidence to the Council to the Council's satisfaction that a suitable healthcare facility which mitigates the impact of the Development on healthcare services in the vicinity has been delivered (or delivery is underway) as part of the Printworks Planning Permission or the Outline Stadium Permission

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**SCHEDULE 16**  
**TELECOMMUNICATIONS**

**1. Interpretation**

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

**"Approved Telecommunications Plan"** shall have the meaning given in paragraph 2.1 of this Schedule;

**"Telecommunications Plan"** means a plan for each Plot showing that the Plot has been designed to be capable of facilitating connection to ultrafast broadband (minimum of 100MB/s) and identifying the location of the necessary infrastructure to enable such connection.

**2. Telecommunications**

- 2.1 The Developer shall not Occupy or cause or permit Occupation of a Plot of the Development until the Telecommunications Plan for that Plot has been submitted to the Council for approval who shall either approve the Telecommunications Plan (**"the Approved Telecommunications Plan"**) or confirm that the Telecommunications Plan is not approved and provide the Developer with reasonable reasons why it is not approved.
- 2.2 The Developer shall amend and re-submit the Telecommunications Plan for that Plot until such time as it is approved by the Council.
- 2.3 The Developer shall not Occupy or cause or permit the Occupation of any Plot within the Development until the relevant ultrafast broadband infrastructure to be provided within that Plot in the Approved Telecommunications Plan has been completed in accordance with the Approved Telecommunications Plan to the satisfaction of the Council.

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**SCHEDULE 17**  
**COUNCIL'S COVENANTS**

**1. Purpose of Contributions**

The Council hereby covenants with the Developer to use all sums received from the Developer 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 Developer and the Council shall agree.

**2. Discharge of Obligations**

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

**3. Repayment**

In the event the Council has not spent or committed any financial contribution in accordance with paragraph 1 above within ten years of the date of payment, the Council will return any unexpended or uncommitted portion of any financial contribution to the party which made such payment (or its nominee) with any interest accrued.

**4. Grant of Planning Permission**

The Council covenants to grant the Planning Permission simultaneously with the grant of this Agreement.

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**SCHEDULE 18**  
**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.

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**SCHEDULE 19**  
**DRAFT CONFIRMATORY DEED**

**THIS CONFIRMATORY DEED** executed as a Deed is given this [ ] day of [ ] 20

**BY:-**

- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 4LE ("**Council**") as local planning authority of the first part
- (4) [ ] registered in England and Wales (Co. Reg. No.[ ]) whose registered office is [ ] (the "Owner") of the second part (the "**Owner**").

**WHEREAS:-**

- (A) The Council is the local planning authority for the area in which the [Green Land/Blue Land] is situated and by whom the obligations contained in this Confirmatory Deed are enforceable and is the local authority for the purposes of the 1974 Act and the 1972 Act and the 2011 Act and all other enabling powers.
- (B) The Owner holds the freehold interest of part of the [Green Land / Blue Land] on the date of this Agreement.
- (C) On [ ] 20[ ] the Council and the Owner entered into the Goods Yard Section 106 Agreement , which binds the Green Land.
- (D) On [ ] 20[ ] the Council and the Owner entered into the Depot Section 106 Agreement , which binds the Blue Land.
- (E) On [ ] 20[ ] the Council and Lendlease entered into the High Road West Deed, which binds the High Road West Site.
- (F) Clause 4.1 of the High Road West Deed provides that the Owner shall not implement the High Road West Planning Permission on the [Green Land / Blue Land], until it has entered into a Confirmatory Deed agreeing to be bound by and comply with the terms of the Goods Yard Section 106 Agreement in relation to the Green Land and the Depot Section 106 Agreement in relation to the Blue Land and thereafter the Goods Yard Section 106 Agreement and/or the Depot Section 106 Agreement (as the case may be) will apply to the carrying out of the High Road West Planning Permission on the Green Land and/or Blue Land save and except for the affordable housing provisions of those agreements, which shall not bind the Green Land and the Blue Land.
- (G) On [date] the Council granted the High Road West Planning Permission.
- (H) Condition [x] of the High Road West Planning Permission states that prior to commencement of development pursuant to the High Road West Planning Permission on the Green Land or the Blue Land (as the case may be) , the owner must enter into a deed confirming that it will be bound by and comply with the terms of the Goods Yard Section 106 Agreement in relation to the Green Land and the Depot Section 106 Agreement in relation to the Blue Land.
- (I) This Confirmatory Deed is entered into for the purpose of ensuring that the Owner's agreements, covenants, undertakings and obligations as Owner of the [Green Land/Blue Land] contained in the [Goods Yard Section 106 Agreement / Depot Section 106 Agreement] are binding on the Owner as freehold owner of the [Green Land / Blue Land] for the purposes of Section 106 of the 1990 Act and section 16 of the 1974 Act and all other enabling powers to enable the carrying out the High Road West Planning Permission on the [Green Land / Blue Land].

## OPERATIVE PROVISIONS

### 1. INTERPRETATION

1.1 Save where provided otherwise words and expressions used in this Confirmatory Deed have the meaning assigned in the High Road West Section 106 Agreement.

1.2 For the purposes of this Confirmatory Deed the following words and expressions have the meanings assigned:-

**High Road West Deed** the agreement dated [ ] 20 between Council and [ ] entered into pursuant to section 106 of the 1990 Act, section 16 of the 1974 Act and all other enabling powers relating to the High Road West Planning Permission.

**High Road West Planning Permission** means the planning permission for the Development bearing the Council's reference HGY/2021/3175.

**High Road West Site** means the land and premises known as High Road West, London N17 shown indicatively edged in red on the plan appended to the High Road West Deed and which includes the Green Land and Blue Land

### 2. OPERATION OF THIS Confirmatory DEED

2.1 This Confirmatory Deed is supplemental to the High Road West Deed and is made pursuant to section 106 of the 1990 Act section 111 of the 1972 Act section 16 of the 1974 Act and section 1 of the 2011 Act.

2.2 The obligations, covenants, conditions and undertakings contained in this Confirmatory Deed given to the Council are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council for the area within which the [Green Land / Blue Land] is situated and all obligations, covenants, conditions and undertakings are also enforceable by the Council pursuant to Section 16 of the 1974 Act and all other enabling statutory provisions.

2.3 The Owner agrees that from the date hereof the obligations, covenants and undertakings in the [Goods Yard Section 106 Agreement / Depot Section 106 Agreement] given by the Owner shall be binding on the Owner as freehold owner of the [Green Land / Blue Land] for the purposes of carrying out the High Road West Planning Permission pursuant to section 106 of the 1990 Act as if the said obligations, covenants and undertakings in the [Goods Yard Section 106 Agreement/Depot Section 106 Agreement] were set out in this Confirmatory Deed in full with the intent that the said obligations, covenants and undertakings shall be enforceable by the Council not only against the Owner but also against any successors in title to or assignees of the Owner and any person claiming through or under it an interest or estate in the [Green Land / Blue Land] subject to the terms set out in the [Goods Yard Section 106 Agreement / Depot Section 106 Agreement], save and except any clauses of those agreement relating to affordable housing, which shall not apply and for the avoidance of doubt the Green Land and the Blue Land shall continue to be bound by the Affordable Housing obligations under the High Road West Deed for the purposes of the carrying out of the High Road West Planning Permission.

2.4 This Confirmatory Deed is a local land charge and shall be registered as such and the Owner hereby covenants with the Council that, subject to obtaining all necessary consents, it shall apply to the Chief Land Registrar to register this Confirmatory Deed in the charges register to the title to the [Green Land /Blue Land] and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Confirmatory Deed in the charges register to the title to the [Green Land / Blue Land] 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.

- 2.5 The Owner shall upon completion of this Confirmatory Deed pay the Council their reasonable legal costs.
- 2.6 Any future mortgagee or chargee of the whole or any part of the [Green Land / Blue Land] who acquires their interest in the [Green Land / Blue Land] after the date of this Agreement shall take the [Green Land / Blue Land] bound by the planning obligations restrictions and undertakings contained herein PROVIDED THAT such mortgagee or chargee from time to time shall have no liability for the terms of this Agreement unless and until they become mortgagee in possession of the [Green Land / Blue Land] or any part thereof in which case they shall be bound by the provisions of this Agreement as if they were a person deriving title from the Owner and the mortgagee in possession shall not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement.
- 2.7 This Confirmatory Deed has been entered into to enable the Owner to carry out the High Road West Planning Permission on the [Green Land / Blue Land], and in carrying out the High Road West Planning Permission, the Owner shall be bound by the terms of this Confirmatory Deed.

### 3. **RELEASE**

The Owner will upon disposing of its interest in the whole of the [Green Land / Blue Land] be released from all obligations and covenants under this Confirmatory Deed in relation to the [Green Land / Blue Land] but without prejudice to the rights of the Council in relation to any subsisting breach of those obligations or covenants arising prior to it parting with such interest.

**IN WITNESS** *whereof the parties have executed this Deed the day and year first above written*

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

*Authorised Officer*

EXECUTED AS A DEED [                      ]

acting by:

Member / Authorised Signatory

In the presence of:

Witness signature:

Witness name:

Witness address:




[NEXT PAGE: EXECUTION]


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EXECUTION

IN WITNESS whereof the parties have executed this Deed the day and year first above written


EXECUTED as a DEED by LENDLEASE  
(HIGH ROAD WEST) LIMITED acting  
by two directors }

  
Signature.....  
Name.....PETER . D. LEONARD .

  
Signature.....  
Name.....JARIO MATHIE

EXECUTED as a DEED by affixing the  
COMMON SEAL of THE MAYOR AND  
BURGESSES OF THE LONDON  
BOROUGH OF HARINGEY in the  
presence of: }



  
Authorised Officer  
Head of Legal + Governance