

DATED 20 December 2017

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

(2) LENDLEASE (HIGH ROAD WEST) LIMITED

(3) LENDLEASE CORPORATION LIMITED

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COMPULSORY PURCHASE ORDER  
INDEMNITY AGREEMENT  
relating to  
land at High Road West, Tottenham,  
London

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Pinsent Masons

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THIS AGREEMENT is made on

20 December 2017

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, High Road, Wood Green N22 8LE ("**the Council**");
- (2) **LENLEASE (HIGH ROAD WEST) LIMITED** (company number 11114089) whose registered office is at 20 Triton Street, Regent's Place, London, United Kingdom, NW1 3BF ("**the Partner**"); and
- (3) **LENLEASE CORPORATION LIMITED** (ACN 000 226 228 (a company registered in New South Wales) whose registered office is at Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 ("**the Guarantor**").

**RECITALS:**

- (A) The Council has general powers of competence under Part I of the Localism Act 2011.
- (B) The Partner wishes to carry out the Development and has entered into the Development Agreement with the Council.
- (C) The Council is prepared to consider whether to make the CPO in order to secure the acquisition of the Outstanding Interests and to obtain any rights to facilitate the Development on the basis that the Council is indemnified by the Partner against the CPO Costs and the Relevant Expenses.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 In this Agreement:-**

"1990 Act"	means the Town and Country Planning Act 1990
"2016 Act"	means the Housing and Planning Act 2016
"Additional Sites Contribution"	means a figure which is equivalent to 100% of the sum of those parts of the Land Assembly Budget that relate to or are attributable to:  (a) the Known Additional Sites; and  (b) any New Additional Sites
"Advance Payment"	means any payment which the Council is lawfully required to make in respect of the CPO Land under the provisions of sections 52, 52(ZA), 52(ZB) and 52A of the Land Compensation Act 1973
"Appropriation"	means the appropriation of land pursuant to section 122 of the Local Government Act 1972 and "Appropriate" shall be construed accordingly
"Approved Expenditure"	means in respect of each Outstanding Interest the estimated amount of CPO Costs (excluding interest) that is (or if prior to the statutory valuation date would be) payable to the Owner of each Outstanding Interest for its acquisition pursuant to the CPO and shall be:-  (a) the estimate set out in the Compensation Assessment for the specified Outstanding

	Interest; or
	(b) where there is no entry for an Outstanding Interest, or the entry is inaccurate in relation to the description of the Outstanding Interest, a figure to be agreed between the Parties; or
	(c) where an Outstanding Interest is shown in the Compensation Assessment, but there is no figure shown, a figure to be agreed between the Parties; or
	(d) any amount determined by the Expert in accordance with the terms of this Agreement; or
	(e) any amount determined by the Lands Tribunal
<b>"Blight Notice"</b>	means a notice served under section 150 of the 1990 Act
<b>"Claimant"</b>	means a person entitled to the payment of compensation as a consequence of the making and/or implementation of the CPO and/or acceptance of a Blight Notice by the Council and/or determination by Lands Tribunal that a Claimant's objection to a counter-notice served by the Council in response to a Blight Notice is valid and/or the carrying out of the Development who is not an Owner
<b>"Communication Code Operators"</b>	means a person to whom the electronic communications code is applied by virtue of a direction under section 106(3)(a) of the Communications Act 2003
<b>"Compensation Assessment"</b>	means the compensation schedule to be agreed between the Parties pursuant to clause 3.2 or such later version as may be agreed by the Parties from time to time pursuant to the terms of this Agreement
<b>"Confirmation"</b>	means confirmation of the CPO and/or Highways Order by the Secretary of State or by the Council (as the case may be)
<b>"Contribution"</b>	means together the Main Site Contribution and the Additional Sites Contribution
<b>"Council"</b>	means the Mayor and Burgesses of the London Borough of Haringey of Civic Centre, High Road, Wood Green W22 8LE, and including successors to its statutory functions
<b>"Council's Business Charter"</b>	means the document entitled "High Road West Regeneration Proposals Business Charter" a copy of which is attached to the Agreement at Appendix 3, and including any updates, revisions and replacements of that document
<b>"Council Costs"</b>	means the reasonable and proper costs incurred by the Council in pursuing the Project Objectives in paying Third Parties for goods or services relating to the CPO and / or any Highways Orders and/or any Housing Act

	1985 proceedings and the acquisition of the Outstanding Interests and the Development including internal Council's costs, the cost of legal, surveyor and other external consultants' fees, Counsel, proceedings, Inquiries, court fees, statutory publicity, SDLT, VAT (where not recoverable), Land Registry fees, property insurance and management fees
<b>"Council's Offers to Acquire"</b>	means the offers made prior to the date of this Agreement by the Council to Owners and/or Claimants to acquire interests and/or provide compensation and/or re-location in the CPO Land, copies of which are attached to the Agreement at Appendix 2, and including any updates, revisions and replacements of those documents
<b>"Council's Property"</b>	means any property or land owned by the Council as at the date of this Agreement
<b>"Council's Solicitors"</b>	means Pinsent Masons LLP of 1 Park Row, Leeds LS1 5AB (reference: NM12/658021.07004) or such other firm as the Council may instruct from time to time
<b>"Council's Surveyor"</b>	means Bilfinger GVA of 65 Gresham Street, London EC2V 7NQ or such other firm of surveyors and property advisors (including planning and compensation surveyor) as the Council may instruct from time to time or any in-house surveyor of the Council
<b>"Counsel"</b>	means any one of Christopher Katkowski QC, Russell Harris QC, Neil King QC, David Elvin QC, Tim Corner QC, William Hicks QC, Neil Cameron QC, Martin Kingston QC or James Strachan QC as the Partner and the Council shall agree, or such other barrister with at least 10 years' experience of advising on and promoting compulsory purchase orders or (as relevant) advising on the Housing Act Process and as the Partner and the Council shall agree, or (failing agreement) as shall be appointed by the Bar Council of England and Wales on the application of either Party
<b>"CPO"</b>	means one or more compulsory purchase orders that may be made by the Council to acquire the Outstanding Interests, and references to "CPO" shall be construed to refer to (as relevant) the compulsory purchase orders collectively that are or may be made and/or a particular compulsory purchase order
<b>"CPO Compensation Code"</b>	means the principles for assessing and calculating compensation for compulsory acquisition laid down in the Compulsory Purchase Act 1965 and/or the Land Compensations Acts 1961 and 1973 and/or the 1990 Act together with case law and established practice
<b>"CPO Costs"</b>	means the aggregate of all compensation consideration costs and expenses payable to all Owners and Claimants (whether the same are (where relevant) agreed with the relevant Owner or Claimant or determined by the Lands Tribunal or the courts or other competent third party) incurred or committed both

- (1) from [REDACTED] to the date of this Agreement; and
- (2) the date of this Agreement on an ongoing basis,

including without limitation:

- (a) the purchase price or any compensation for or in respect of any Outstanding Interest which the Council acquires:-
  - (i) pursuant to the CPO; or
  - (ii) as a result of any Blight Notice or Purchase Notice; or
  - (iii) by agreement; or
  - (iv) through the termination or surrender of such interest; or
  - (v) compensation payable to a tenant including pursuant to the Housing Act 1985 or Landlord and Tenant Act 1954
- (b) any payment under the Compulsory Purchase Act 1965 and/or the Land Compensation Acts 1961 and 1973 made as a result of the acquisition of or interference with any land interest or right within or over the CPO Land (including for the avoidance of doubt any payment pursuant to sections 23 - 29 of and Schedule 3 to the Land Compensation Act 1961);
- (c) any statutory interest and any costs payable to any Owner or Claimant (including without limitation interest which may be payable by virtue of the Council taking possession of any land or interest referred to in paragraphs (a) and (b) of this definition before the amount of any payments referred to in those paragraphs have been agreed);
- (d) any legal, valuation or other costs and expenses payable to an Owner or Claimant;
- (e) any disturbance, home loss, basic loss and/or occupiers loss payments to which any Owner or occupier is entitled;
- (f) the purchase price or any compensation (including any payment for severance or injurious affection) payable as the result of the severance of land in common ownership and the cost of accommodation works required to be carried out as a result of the CPO in respect of land not included in the CPO and not otherwise acquired by the Council;

- (g) any Advance Payment;
- (h) any compensation payment pursuant to the provisions of sections 236 of the 1990 Act or sections 203 and 204 of the 2016 Act;
- (i) any compensation payable for depreciation payable under Part I of the Land Compensation Act 1973 as a result of physical factors caused by the use of public works comprised in or carried out as part of or to mitigate the effects of the Development;
- (j) any compensation or payments payable, and the cost of any works required to be carried out, pursuant to the Council's Offers to Acquire and Council's Business Charter;
- (k) any compensation or payments arising from or in connection with any Highways Order;
- (l) any compensation or payments arising from or in connection with the Appropriation of any land by the Council or, following such Appropriation, arising from the carrying out, use or occupation of the Development; and
- (m) a sum or sums equal to any VAT arising for whatever reason whether directly or indirectly as a result of the implementation of the matters contemplated in this Agreement or in respect of any of the CPO Costs save to the extent that the Council obtains repayment or credit in respect of the same as an allowable input tax

**"CPO Guidance"**

means the document issued by the Department for Communities and Local Government entitled "Guidance on Compulsory purchase process and The Crichel Down Rules" and dated October 2015, and including any updates to it or any replacement guidance

**"CPO Land"**

means the land (and each and every part of it) in or over which interests or rights (including any New Rights) are to be acquired pursuant to a CPO as established pursuant to the process in Clause 6, or any subsequent variation to it agreed between the Partner and the Council

**"Development"**

means the regeneration and redevelopment of the Development Site by the Partner as more particularly defined in the Development Agreement

**"Development Agreement"**

means an agreement dated with the same date as this Agreement made between (1) the Council, (2) the Partner and (3) Guarantor to secure and effect the Development (as may be varied from time to time)

**"Development Site"**

means the Main Site, Known Additional Sites and any New Additional Sites

<b>"Disturbance Costs"</b>	means the costs referred to in paragraph (e) of the definitions of CPO Costs
<b>[REDACTED]</b>	<b>[REDACTED]</b>
<b>[REDACTED]</b>	<b>[REDACTED]</b>
<b>"Expert"</b>	has the same meaning as in the Development Agreement
<b>"Guarantee"</b>	means the guarantee set out in Schedule 1
<b>"GVD"</b>	means a general vesting declaration or general vesting declarations made by the Council pursuant to the CPO
<b>"Highways Act"</b>	means the Highways Act 1980
<b>"Highways Authority"</b>	means the relevant highway authority as provided for in section 1 of the Highways Act
<b>"Highways Order"</b>	means any order made under Part X of the 1990 Act or under the Highways Act and/or any other relevant legislation in relation to the temporary or permanent diversion or closure of any highway or the extinguishment of any right to use or any restriction upon the use of any highway and where such order is required to facilitate the Development
<b>"Housing Act Process"</b>	means any action undertaken by the Council in connection with obtaining possession of dwelling houses pursuant to Schedule 2, Part II of the Housing Act 1985 (including as relevant): <ul style="list-style-type: none"> <li>(c) statutory consultation with tenants;</li> <li>(d) preparation of and progressing any application to the Secretary of State for approval of a redevelopment scheme pursuant to Schedule 2, Part V of the Housing Act 1985</li> <li>(e) service of any statutory notices;</li> <li>(f) seeking an order for possession from the court pursuant to Part IV of the Housing Act 1985; and</li> <li>(g) obtaining possession of the relevant dwelling</li> </ul>
<b>"Inquiry"</b>	means a public inquiry or public inquiries conducted by a person appointed for that purpose by the Secretary of State to report to him on the objections made to a CPO and/or the objections made to any Highways Order
<b>"Insolvent"</b>	means:- <ul style="list-style-type: none"> <li>(a) in relation to a company or corporation any of the following:- <ul style="list-style-type: none"> <li>(i) any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the</li> </ul> </li> </ul>

benefit of any creditors of such company or corporation; or

- (ii) an application is made for an administration order in relation to such company or corporation; or
- (iii) in relation to such company or corporation, the appointment of an administrator, the filing of documents with the court for the appointment of an administrator or the giving of notice of intention to appoint an administrator by such company or corporation or its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- (iv) a receiver or manager is appointed in relation to any property or income of such company or corporation; or
- (v) a liquidator is appointed in respect of such company or corporation; or
- (vi) a voluntary winding-up of such company or corporation is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (vii) the occurrence at any time of any event or events in relation to such company or corporation in a territory outside the United Kingdom where at such time such company or corporation has its centre of main interests being an event or events which under the Law of that territory at such time have a similar effect as one or more of any of the events previously described in this definition if such event or events so previously described had occurred in the United Kingdom and such company or corporation had had its centre of main interests in the United Kingdom; and

(b) in relation to an individual:-

- (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of such individual; or
- (ii) the presentation of a petition for a

- bankruptcy order or the making of a bankruptcy order against such individual; or
- (iii) the occurrence at any time of any event or events in relation to such individual in a territory outside the United Kingdom where such individual has his centre of main interests being an event or events which under the Law of that territory at such time have a similar effect as one or more of any of the events previously described in this paragraph (b) if such event or events so previously described had occurred in the United Kingdom and such individual had had his centre of main interests in the United Kingdom,

and "**Insolvency**" shall be construed accordingly

**"Judicial Proceedings"**

means any application or appeal to the High Court (including subsequent appeal to the Court of Appeal and/or Supreme Court) against or in respect of any order, action, omission or decision of the Council, the Secretary of State, the Lands Tribunal, or a Court including:-

- (a) an application for judicial review under Civil Procedure Rule 54 including in each case any appeals to a higher court following a judgment of a lower court;
- (b) an application pursuant to section 23 of the Acquisition of Land Act 1981 including in each case any appeals to a higher court following a judgment of a lower court; or
- (c) an application to the High Court by a Third Party pursuant to the Human Rights Act 1998

**"Known Additional Site"**

[REDACTED]

**"Land Acquisition Working Group"**

means the group to be established and run in accordance with Clause 2

**"Land Assembly Budget"**

means the total actual or (where they are as yet unknown) estimated CPO Costs and Relevant Expenses for the Development Site produced and revised in accordance with Clause 13.1 to 13.8

[REDACTED]

[REDACTED]

<b>"Lands Tribunal"</b>	means the Lands Chamber of the Upper Tribunal
<b>"Lease"</b>	has the same meaning as in the Development Agreement
<b>"Lease Completion"</b>	has the same meaning as in the Development Agreement
<b>"Local Planning Authority"</b>	means the local planning authority for the area in which the Development Site is situated as defined by the 1990 Act
<b>"Love Lane Estate"</b>	means the land shown edged in red on Plan 2
<b>"Main Site"</b>	means the land at High Road West, Tottenham, London (which for the avoidance of doubt includes the Love Lane Estate), shown outlined and hatched in black on Plan 1
<b>"Main Site Contribution"</b>	means a figure which is equivalent to 100% of the sum of those parts of the Land Assembly Budget that relate to or are attributable to the Main Site
<b>"Material Breach"</b>	means a breach of any of the terms of this Agreement which is material and/or persistent having regard to all relevant circumstances including the nature of the Parties the nature of the breach and the nature of the consequences of the breach
<b>"New Additional Site"</b>	means any site which the Council may in its absolute discretion agree should be incorporated into the Development
<b>"New Right"</b>	means any right (not in existence at the date a CPO is made but identified in the schedule to the CPO when made or as modified when the CPO is confirmed) in or over the CPO Land required to implement the Development and as described in section 13(1) of the Local Government (Miscellaneous Provisions) Act 1976
<b>"Non-Payment"</b>	<p>means failure by the Partner or Guarantor to pay any sum due under this Agreement after:</p> <ul style="list-style-type: none"> <li data-bbox="780 1588 1453 1673">(a) the Council has served on the Partner and Guarantor a written demand (the <b>"First Demand"</b>) for that sum;</li> <li data-bbox="780 1711 1453 1890">(b) not earlier than 10 Working Days after the date of the First Demand the Council has served on the Partner and Guarantor a further written demand (the <b>"Second Demand"</b>) notifying the Partner of the Council's intention to terminate the Agreement pursuant to Clause 20; and</li> <li data-bbox="780 1928 1453 2009">(c) the Partner and/or Guarantor has failed to make the relevant payment within 10 Working Days after the Second Demand</li> </ul>

**"Outstanding Interest"**

means:-

- (a) any New Right; and
- (b) any freehold or leasehold interest or any lease or tenancy or licence or any other public or private right (including any right to enforce a covenant obligation or any other matter which would prevent or interfere with the Development) not in the ownership of the Council and/or the Partner at the date of this Agreement (excluding any such interest acquired by the Partner after the date of this Agreement in accordance with the terms of this Agreement) in or over:
  - (i) the CPO Land; and/or
  - (ii) any Known Additional Site; and/or
  - (iii) any New Additional Site

**"Owner"**

means any person owning an Outstanding Interest and/or from whom a New Right is to be acquired and (if applicable) the successors in title to such party

**"Parties"**

means the parties to this Agreement, and references to "Party" shall be construed accordingly

**"Partner's Notice"**

means a notice or notices served by the Partner on the Council from time to time pursuant to Clause 8.1 setting out the interests that the Partner requests should be acquired by the Council and the date on which vacant possession is required for each such interest and the method by which all Outstanding Interests should be acquired for the Council to approve in exercising its powers to secure vacant possession of the CPO Land pursuant to the CPO to enable the Development to proceed

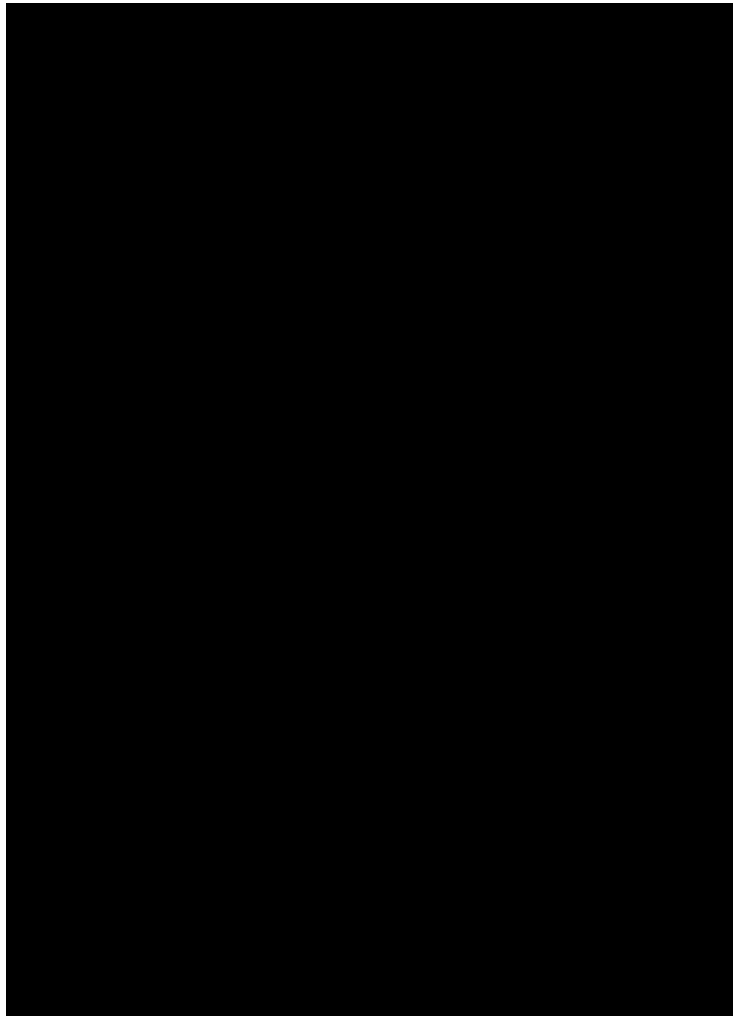
**"Partner's Solicitors"**

means Ashurst LLP of Broadwalk House, 5 Appold Street, London EC2A 2HA (Ref: RDV/LEN04.00007) or such other law firm as the Partner may instruct from time to time

**"Partner's Surveyor"**

means such duly qualified and experienced surveyor as the Council may approve

**"Partner's Surveyors Terms"**



**"Peak Debt Exposure"**

has the meaning set out at Clause 13.16 below

**"Peak Debt Exposure Cap"**

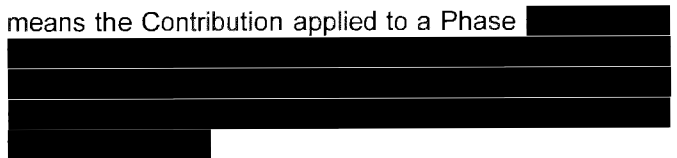
has the meaning set out at Clause 13.16 below

**"Phase"**

has the same meaning as in the Development Agreement

**"Phase Contribution"**

means the Contribution applied to a Phase



**"Plan 1"**

means the plan attached to this Agreement at Appendix 1, and marked "Topographical Survey High Road West – Tottenham Sheet 10 of 10", drawing number DR/T/1001/SO/R1"

**"Plan 2"**

means the plan attached to this Agreement at Appendix 1 and marked "Love Lane Estate, London N1", drawing number BVES A4 2893 V2

**"Plan 3"**

means the plan attached to this Agreement at Appendix 1, marked "HIGH ROAD WEST", drawing number BVES A3 misc

**"Plot"**

has the same meaning as is used at clause 11.3 of the

	Development Agreement
<b>"Plot Contribution"</b>	that part of a Phase Contribution as is apportioned to a Plot [REDACTED]
<b>"Post Planning Appraisal"</b>	has the same meaning as is set out in clause 11.3 of the Development Agreement
<b>"Project Objectives"</b>	has the same meaning as is set out in the Development Agreement
<b>"Property"</b>	means any Outstanding Interest acquired by the Council pursuant to this Agreement
<b>"Purchase Notice"</b>	means a notice served pursuant to the provisions of section 137 of the 1990 Act
<b>"Reference"</b>	means any reference to the Lands Tribunal
<b>"Referencing Agent"</b>	means the person to be appointed pursuant to clause 5.2 of this Agreement
<b>"Referencing Agent ToA"</b>	[REDACTED]

**"Relevant Expenses"**

means all Council Costs reasonably and properly incurred or to be reasonably and properly incurred by the Council both

- (1) from [REDACTED] to the date of this Agreement; and
- (2) from the date of this Agreement on an ongoing basis,

arising from or in connection with:

- (a) the negotiation for and acquisition or termination/surrender of any Outstanding Interest by agreement or otherwise in advance of Confirmation of the CPO or in advance of the GVD or notice to treat (including any acquisition made consequent on any Blight Notice or Purchase Notice);
- (b) the holding and management of all Outstanding Interests less any income received by the Council as a result of its holding and management of such Outstanding Interests;
- (c) the preparation (including without limitation preparing and/or agreeing a strategy for pursuing the CPO land referencing and any other preparatory procedures and/or the Housing Act Process) and making and obtaining Confirmation of and the implementation of the CPO, any Highways Order and any Appropriation of land by the Council including all costs associated with an Inquiry and including the costs relating to the execution of any GVD and/or the service of notices to treat and/or notices to enter;
- (d) negotiations for the payment of the compensation to Owners and Claimants and other matters relating to the acquisition of Outstanding Interests including relocation arrangements;
- (e) implementing the sheriff's and/or enforcement officer warrant procedure or such other process necessary to secure vacant possession pursuant to section 13 of the Compulsory Purchase Act 1965 or otherwise;
- (f) the re-housing by the Council in accordance with the Land Compensation Act 1973 of any

person displaced from a dwelling in consequence of the Council compulsorily acquiring any Outstanding Interest;

- (g) the termination/surrender of any interest and/or service of notice to quit on any tenant of the Council occupying land where possession is required in order to implement the Development;
- (h) all legal, surveyors', valuation, land referencing, advertising, project management and other professional costs and disbursements relating to the CPO and/or Housing Act Process and the acquisition and termination/surrender of any Outstanding Interest by agreement or otherwise;
- (i) all SDLT and Land Registry fees and other disbursements arising out of the acquisition holding and management of all Outstanding Interests and the disposal of the Property pursuant to this Agreement;
- (j) all outgoings in respect of any of the Outstanding Interests acquired by the Council such as (but not limited to) the payment of rent, insurance and service charge and for repairs and maintenance; and
- (k) all costs, charges and expenses in connection with (or in anticipation of) pursuing, prosecuting or defending (including taking advice from Counsel) in connection with any of the following:-
  - (i) any appeal or application for judicial review or High Court challenge in respect of the Confirmation, non-Confirmation or partial Confirmation of the CPO and/or Housing Act Process, any Highways Orders and/or any implementation of a CPO or Highways Order;
  - (ii) any Reference for the determination of the statutory compensation payable in respect of the acquisition of any of the Outstanding Interests;
  - (iii) any Reference following the service of a Blight Notice and/or a Purchase Notice;
  - (iv) any other claim reference or proceedings in connection with or arising out of the compulsory purchase process and/or the Housing Act Process;
  - (v) mediation or other costs associated with any alternative dispute resolution

	process connected with the CPO and/or any claim for compensation under the CPO and/or Housing Act Process and/or with the Highways Orders and/or any objection thereto;
	(vi) all costs expenses and other monies awarded against the Council in connection with or arising out of any Inquiry, Reference, appeal, judicial review, High Court challenge and/or Judicial Proceedings; or
	(vii) a sum or sums equal to any VAT in respect of any of the above items in this definition save to the extent that the Council is entitled to obtain repayment or credit in respect of the same
<b>"SDLT"</b>	means Stamp Duty Land Tax levied in accordance with the Finance Act 2003
<b>"Secretary of State"</b>	means the Secretary of State for Communities and Local Government or other ministry or court or authority and/or local planning authority and/or local authority and/or acquiring authority for the time being having or entitled to exercise the powers now conferred upon the Secretary of State for Communities and Local Government by Parts IX and X of the 1990 Act and the Acquisition of Land Act 1981 and any other relevant legislation, and where the context requires shall include a local planning authority and/or local authority and/or acquiring authority and/or highway authority exercising powers conferred on them to confirm a CPO and/or a Highways Order and a person appointed by the said Secretary of State to make a determination on his behalf
<b>[REDACTED]</b>	<b>[REDACTED]</b>
<b>"Start on Site"</b>	means the carrying out of a "material operation" (as that expression is defined under Section 56(4) of the Town and Country Planning Act 1990) in relation to the construction of the Development
<b>"Statutory Undertakers"</b>	includes all persons who are statutory undertakers pursuant to the Acquisition of Land Act 1981 and/or the 1990 Act
<b>"Steering Group"</b>	has the same meaning as that given in the Development Agreement
<b>"Subsequent Phases"</b>	has the same meaning as that given in the Development Agreement
<b>"Third Party"</b>	means a person other than a party to this Agreement
<b>"Working Day"</b>	means any day from Monday to Friday (inclusive) which is not Christmas Day, New Year's Day, Good Friday or a statutory bank holiday

- 1.2 Words importing one gender shall include any other gender, words importing the singular include the plural and vice versa and any reference to a person includes a reference to an individual, company, authority, board, association or any other body.
- 1.3 The headings for any Clause, sub-clause, paragraph, sub-paragraph or Schedule are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement and the Parties agree to observe and perform all their respective covenants and obligations contained herein whether contained in any of the Clauses, sub-clauses, paragraphs, or sub-paragraphs or in any of the Schedules.
- 1.4 The word "including" shall be construed so as not to limit the generality of any words or expressions with which it is used.
- 1.5 Any covenant or obligation upon any Party under this Agreement not to do an act or thing shall be deemed to include an obligation not to knowingly cause or suffer such act or thing to be done.
- 1.6 Where any consent approval agreement or other authorisation is required under this Agreement from either of the Parties it shall be implied (unless the contrary shall appear from the express terms of this Agreement) that the Party from which such consent approval agreement or other authorisation is sought shall diligently and reasonably consider any written request therefore made by the other Party and that such consent approval agreement or other authorisation shall not be unreasonably withheld or delayed.
- 1.7 Any reference in this Agreement to a statute, any statutory provision or any order shall (unless stated to the contrary) include any statutory extension or modification of or any replacement of such statute or order and any regulations orders byelaws or other subordinate legislation already or in the future made under or pursuant to it.
- 1.8 Reference in this Agreement to any Clause, sub-clause, paragraph, sub-paragraph or Schedule without further designation shall be construed as a reference to the Clause, sub-clause, paragraph, sub-paragraph or Schedule to this Agreement so numbered.
- 1.9 Where reference is made to the Development Site or the CPO Land such reference includes part or parts of such land where the context so requires.

## **2. LAND ACQUISITION WORKING GROUP**

- 2.1 Within one month of the date of this Agreement the Partner must establish the Land Acquisition Working Group on the basis set out in this Clause 2.
- 2.2 The Land Acquisition Working Group will, with the overall aim of seeking to achieve the Project Objectives:
- 2.2.1 be comprised of representative(s) of:
- (a) the Council;
  - (b) the Partner;
  - (c) the Partner's Surveyor (once appointed);
  - (d) the Council's Surveyor;
  - (e) the Referencing Agent (once appointed); and
  - (f) such other persons as the Council and Partner may agree to invite;
- 2.2.2 receive reports from the Council and the Partner on the progress with the acquisition (whether by negotiation, CPO or under the Housing Act Process) of all Outstanding Interests;

2.2.3 consider the potential phasing and timing of any CPO and / or any Highways Order and / or any Housing Act Process; and

2.2.4 provide reports to the Steering Group in relation to land acquisition.

2.3 The Council and the Partner:-

2.3.1 will ensure that the group meets at least once every month during the first year after this Agreement and thereafter at least every three months, at such location and with such parties and at such times and frequency as shall be appropriate from time to time;

2.3.2 will notify each other of the names of their respective representatives (and any changes);

2.3.3 will ensure their named representatives attend meetings of the Land Acquisition Working Group (or that substitutes, named in advance and properly briefed, attend in their place);

2.3.4 will furnish the Land Acquisition Working Group with such information in relation to the Development as that group may reasonably request; and

2.3.5 agree that the costs in attending the Land Acquisition Working Group shall form part of the Relevant Expenses (but the Partner will provide any secretariat needed for the Land Acquisition Working Group).

2.3.6 The FOIA Protocol (as defined in the Development Agreement) will apply to all information disclosed through the Land Acquisition Working Group.

3. **COMPENSATION ASSESSMENT**

3.1 The Partner shall produce (or shall procure) a draft of the Compensation Assessment and shall submit the same to the Council within six weeks of the date of this Agreement.

3.2 The Parties will then follow the process set out in Clause 3.4.2 in order to reach agreement on the Compensation Assessment within three months of the date of this Agreement and so that the Compensation Assessment represents the agreed position between the parties and identifies:

3.2.1 each of the Outstanding Interests; and

3.2.2 an estimate of the level of CPO Costs payable in respect of each Outstanding Interest

and in the event that the Compensation Assessment is not agreed between the Parties within three months of the date of this Agreement then either Party may refer the Compensation Assessment to the Expert for determination.

3.3 The Parties agree that the Compensation Assessment shall be kept under review by them with a formal review having been completed:

3.3.1 at least one month prior to the date upon which each CPO is likely to be made;

3.3.2 within four weeks of the publication by the Council of the notice of Confirmation of each CPO;

3.3.3 prior to the exercise of each CPO;

3.3.4 at any time when 6 months have elapsed since the previous formal review (unless a further formal review is anticipated by the Parties within 2 months); and

3.3.5 at any other time when either the Council or the Partner notifies the other party in writing that there has been a material change in circumstance or information available and such that the Compensation Assessment should be reviewed and updated.

3.4 Unless agreed otherwise, each formal review shall be carried out as follows:

- 3.4.1 The Partner shall produce (or shall procure) an updated version of the Compensation Assessment and shall provide either (as appropriate) evidence to support changes made to the Compensation Assessment or if changes are not proposed then evidence as to why changes are not required to the Compensation Assessment;
- 3.4.2 The Council shall review the draft Compensation Assessment provided by the Partner and within 15 Working Days either:
- (a) approve it by giving notice in writing; or
  - (b) not approve it and in which case:
    - (i) the Council must provide comments in writing to the Partner as to why the revised Compensation Assessment is not approved and the amendments which the Council seeks to be made to it (including providing supporting evidence); and
    - (ii) the Partner must review the Council's comments and evidence and consider whether to revise the Compensation Assessment and within 15 Working Days of receipt of those comments re-submit it to the Council, and following which the process in this Clause 3.4.2 shall apply again until the Council has approved the Compensation Assessment (subject to Clause 3.6).
- 3.5 Following the written approval by the Council of a revised Compensation Assessment pursuant to this Clause 3 such revised Compensation Assessment shall replace the previous version for the purposes of this Agreement.
- 3.6 In the event that the Compensation Assessment has not been agreed between the Parties within three months of the date that the revised version is first issued by the Partner pursuant to Clause 3.4.1 then either Party may refer the Compensation Assessment to the Expert for determination.

#### **4. SECURING VACANT POSSESSION**

##### **4.1 Obligations To Negotiate To Acquire Interests**

4.2 Unless otherwise agreed in writing between the Parties, from the date of this Agreement:

- 4.2.1 the Partner shall use all reasonable endeavours to secure the acquisition by the Council by private treaty of all Outstanding Interests excluding interests in the Love Lane Estate and ensure that any such private treaty agreements provide for the Outstanding Interests to be transferred to the Council; and
- 4.2.2 the Council shall use all reasonable endeavours to secure the acquisition by the Council by private treaty of all Outstanding Interests in the Love Lane Estate only (such endeavours to include where appropriate the instigation of procedures under the Landlord and Tenant Act 1954).

##### **4.3 Provisions Relating to Negotiations**

4.4 The Council and the Partner agree that the provisions of this Clause 4.4 apply to any Party which is under an obligation under this Agreement to carry out negotiations to seek to acquire Outstanding Interests, referred to in this Clause as the "**Negotiating Party**":

- 4.4.1 The Negotiating Party shall prioritise negotiating and acquiring those interests likely to be affected by earlier Phases;
- 4.4.2 Subject to Clause 13.10 the Negotiating Party shall use all reasonable endeavours to ensure that the consideration payable in respect of any Outstanding Interest shall be based on the CPO Compensation Code (but subject always to negotiations and

acquisitions taking place in accordance with the Council's Offers to Acquire and Council's Business Charter);

- 4.4.3 The Negotiating Party may not make an offer nor accept an offer proposed by the relevant Owner or Claimant in excess of the Approved Expenditure amount in respect of the relevant Outstanding Interest nor effect a transaction on that basis without the prior written consent of the other Party;
- 4.4.4 The Negotiating Party shall use all reasonable endeavours to negotiate the acquisition of any Outstanding Interest on the basis of an outright acquisition of that Outstanding Interest by the Council or (if agreed by the Parties) by way of conditional contract, pre-emption agreement or option arrangement with any Owner on terms agreed by the Partner and the Council;
- 4.4.5 The other Party shall provide to the Negotiating Party such assistance as the Negotiating Party may reasonably request or require from time to time;
- 4.4.6 The Negotiating Party shall keep the other Party fully informed of all their negotiations and progress with Owners and the prices being negotiated;
- 4.4.7 With the exclusion of the Outstanding Interests in the Love Lane Estate, the Negotiating Party shall provide to the other Party for its approval:
  - (a) details of the heads of terms agreed with the relevant Owner for the acquisition of their Outstanding Interest(s), such details to be provided within 10 Working Days of the same being agreed subject to contract; and
  - (b) copies of all documents to be entered into between the proposed buyer and the Owner or Claimant, such copies to be provided within 10 Working Days of the same being agreed subject to contract.
- 4.4.8 Subject to the preceding provisions of this Clause 4.4 being complied with, the Council shall:-
  - (a) use all reasonable endeavours to enter into the relevant contract as soon as reasonably practicable and within 10 Working Days following its exchange provide a certified copy to the Partner;
  - (b) following completion of the relevant purchase:-
    - (i) within 10 Working Days provide the Partner with a certified copy of the relevant assignment transfer or other instrument; and
    - (ii) promptly secure the payment of the SDLT and Land Registry fees in connection with the same and use all reasonable endeavours to procure registration of the Council as proprietor of the same with good and marketable title absolute;
  - (c) within 10 Working Days following registration at the Land Registry of the Council's title to the relevant Outstanding Interest provide the Partner with official copy entries and a title plan of the title in question.
- 4.4.9 In the event that:-
  - (a) the other Party does not approve the documents provided to it by the Negotiating Party in Clause 4.4.7; or
  - (b) the Council's Surveyor or the Partner's Surveyor (as relevant) is unable to agree terms for any purchase with the relevant Owner or Owners

then it is agreed that the acquisition of the relevant Outstanding Interests shall (subject to the terms of this Agreement (and in particular those matters set out at Clause 6.5) and subject always to the obligations on the Parties to continue to negotiate to acquire all Outstanding Interests) be pursued by means of the CPO;

4.4.10 The Partner shall not commence the acquisition of Outstanding Interests within a Phase other than the current Phase without the agreement of the Council;

4.4.11 The Council shall not commence the acquisition of Outstanding Interests (other than those in the Love Lane Estate) within a Phase other than the current Phase without the agreement of the Partner UNLESS the Council is obliged to do so in response to a Purchase Notice or Blight Notice.

4.4.12 For the avoidance of doubt the Council may without the agreement of the Partner commence or continue the acquisition of the Outstanding Interests in the Love Lane Estate irrespective of what Phase those interests fall within.

#### 4.5 **Restriction on the Partner Acquiring Interests**

4.6 The Partner shall not:

4.6.1 indicate to an Owner or Claimant that the Partner will acquire any Outstanding Interests; nor

4.6.2 acquire any Outstanding Interests

and in the event that the Partner does acquire any Outstanding Interests then it shall forthwith:

4.6.3 notify and offer to transfer the relevant interest to the Council; and

4.6.4 co-operate with the Council to effect the transfer of the relevant interest to the Council as soon as reasonably practicable and at no cost to the Council.

4.7 The provisions of Clause 4.6 may be waived at any time by the Council in writing in relation to any or all Outstanding Interests.

### 5. **REFERENCING AND VALUATION**

#### 5.1 **Referencing Agent**

5.2 Following completion of this Agreement and in accordance with a programme agreed between the Parties in relation to the anticipated CPO:

5.2.1 the Council shall appoint the Referencing Agent; or

5.2.2 upon the Council's request, the Partner shall appoint the Referencing Agent in accordance with the Referencing Agent ToA on behalf of the Council and the Partner,

(referred to in this Agreement as the "**Appointing Party**").

5.3 Without prejudice to any other provision in this Agreement:

5.3.1 each of the Parties shall provide the Referencing Agent such assistance as it may reasonably request or require from time to time; and

5.3.2 the Council shall, if reasonably necessary in order to carry out the referencing exercise and meet the Project Objectives, consider the use of such statutory or other powers to obtain or require a Third Party to supply information as to ownership or occupation of land or interests in land.

5.4 The Appointing Party shall procure that the Referencing Agent is required to:

- 5.4.1 carry out and complete the referencing exercise as soon as is practicable and to furnish the information gathered as a result of that in such form as may be reasonably required by the Council, and so that such information gathered and supplied complies with all requirements in relevant statutes and the CPO Guidance in relation to the preparation, making and Confirmation of the CPO and/or any Highways Orders; and
- 5.4.2 as soon as reasonably practicable after its appointment and in accordance with the agreed CPO programme the Referencing Agent shall produce to the Partner and the Council based upon the best evidence then available a schedule listing all known or anticipated Outstanding Interests in the CPO Land together with a schedule detailing all parties with interests affected by any Highways Orders.

## 5.5 Surveyors

- 5.6 To the extent that the Partner's Surveyor is to carry out negotiations pursuant to this Agreement, the Partner shall appoint the Partner's Surveyor in accordance with the Partner's Surveyors Terms and procure that it owes a duty of care to the Council in relation to those negotiations.

- 5.7 To the extent that the Council's Surveyor is to carry out negotiations pursuant to this Agreement:

- 5.7.1 Where the Council proposes at any time to appoint an external firm of surveyors to carry out negotiations pursuant to this Agreement, the Council shall procure that such surveyor owes a duty of care to the Partner in relation to those negotiations,
- 5.7.2 Where the negotiations are instead to be undertaken by any in-house Council surveyor then the Council shall be responsible for ensuring that the surveyor acts in accordance with the terms of this Agreement in relation to those negotiations.

- 5.8 The Partner and the Council (each in respect of those negotiations they are undertaking) shall (unless the Parties agree otherwise pursuant to Clause 4.2):

- 5.8.1 periodically review the Compensation Assessment and where any material change occurs provide an updated schedule to the Partner and the Council in the light of further information as to:

- (a) Outstanding Interests;
- (b) [REDACTED]
- (c) [REDACTED]
- (d) the property market;
- (e) the completion of acquisitions;
- (f) the Owner's or Claimant's entitlement to serve a Blight Notice; and
- (g) the Owner's or Claimant's entitlement to compensation arising out of the Highways Orders

- 5.8.2 produce to the Partner and the Council, based upon the best evidence then available, updates to the Compensation Assessment for every Outstanding Interest in accordance with Clause 3.4 of this Agreement and which for the avoidance of doubt shall also have regard to compensation payable arising from any Highways Orders and to the schedules produced by the Referencing Agent pursuant to Clause 5.4.2 above, including:

- (a) all known or anticipated Outstanding Interests in the CPO Land to be acquired and all known or anticipated Claimants for compensation arising from any Highways Orders;
- (b) the heads of claim that the owner of those interests could be entitled to make;

- (c) an estimated amount (or range of amounts) of CPO Costs for that interest;
- (d) the assumptions used in making that estimate, including assumptions as to the future accommodation available for any business;
- (e) whether that Claimant could be entitled to serve a Blight Notice; and
- (f) an estimated amount of compensation for claims arising from any Highways Orders.

## 6. DRAFTING AND MAKING THE CPO

6.1 The obligations on the Council in Clauses 6.2 to 6.8 are conditional on:

6.1.1 the Council and the Partner having agreed (each acting reasonably) the proposed approach to the phasing of CPOs for the Development and the boundary of the proposed CPO; and

6.1.2 either:

- (a) the Partner having requested (by written notice to the Council) that the Council considers whether to make a CPO in respect of the Development Site (or a part of it as specified in such notice) in accordance with the Development and Phasing Programme (as defined in the Development Agreement); or
- (b) the Council having given written notice to the Partner that the Council is considering whether to make a CPO in respect of the Development Site (or a part of it as specified in the Council's notice) in accordance with the Development and Phasing Programme (as defined in the Development Agreement) SAVE THAT the Council may only serve such notice where (acting reasonably) the Council has considered and concluded that the relevant part of the Development has a reasonable prospect of being delivered; and

6.1.3 the Referencing Agent completing the land referencing exercise for the proposed CPO and having provided details of it to the Council.

6.2 The Council shall as soon as reasonably practicable after the conditions in Clause 6.1 have been satisfied in respect of the relevant CPO Land prepare drafts of the order, order map and statement of reasons (together "**the Drafts**") in accordance with the agreed CPO phasing and the Partner's notice received pursuant to Clause 6.1.2 and submit them:

6.2.1 to the Partner for its review in accordance with Clause 6.3; and

6.2.2 (if either the Council or Partner deems it appropriate) to the Secretary of State for technical review and in order to secure compliance with the relevant requirements as to the form and contents of the CPO.

6.3 The Drafts shall be reviewed in accordance with the following provisions:

6.3.1 the Partner shall review the Drafts and within 15 Working Days of receipt of them provide its comments on and proposed amendments to them to the Council, with such explanation of and supporting evidence as is reasonable in the circumstances;

6.3.2 the Council will diligently consider the Partner's comments provided pursuant to Clause 6.3.1 including (where appropriate) seeking advice from the Council's Solicitors and the Council's Surveyor and, where the Council does not propose to accept or implement an amendment or comment proposed by the Partner, shall within 20 Working Days provide the Partner with updated Drafts and a written response confirming the amendments the Council has not accepted and providing reasons for the Council's decisions;

- 6.3.3 where the Council issues revised Drafts pursuant to Clause 6.3.2 the Partner shall review and confirm to the Council within 15 Working Days whether or not it has any further comments on the Drafts;
- 6.3.4 the Council will diligently consider any further comments provided by the Partner pursuant to Clause 6.3.3 including (where appropriate) seeking advice from the Council's Solicitors and the Council's Surveyor, and shall thereafter produce a final version of the Drafts, a copy of which the Council shall provide to the Partner; and
- 6.3.5 the Parties shall cooperate and meet with each other during and to facilitate the process of reviewing the Drafts.
- 6.4 In providing its review of and comments on the Drafts the Partner shall, if the relevant proposed amendments are accepted by the Council, be deemed to acknowledge that the CPO includes all land and New Rights necessary to enable the Partner to implement the Development (or the relevant part of it).
- 6.5 The Council shall, subject always to this Agreement not fettering its statutory discretion, use reasonable endeavours to seek authority from the Council's Cabinet (or other relevant committee within the Council) to make the CPO in respect of the relevant CPO Land (in the form issued by the Council pursuant to Clause 6.3.4) as soon as is reasonably practicable following the completion of the process described in Clause 6.3 **PROVIDED THAT** the following conditions are met:
- 6.5.1 the Council is satisfied (at its absolute discretion) that there is a compelling case in the public interest to make and pursue the CPO;
- 6.5.2 the obligations on the Partner and the Council in relation to the carrying out of negotiations by them in Clause 4.2 have been and continue to be satisfied;
- 6.5.3 the Partner has confirmed to the Council in writing that it is of the view that there is no prospect of all Outstanding Interests (excluding those in the Love Lane Estate) being acquired in a reasonable timeframe without the CPO and requesting the Council to make and pursue the CPO;
- 6.5.4 no update to the Compensation Assessment is outstanding and there is no outstanding request from any Party to review any entry or omission from it;
- 6.5.5 the Development Agreement has not been terminated;
- 6.5.6 [REDACTED]
- 6.5.7 any required Highways Orders have been or will be applied for in a manner and on a timescale which has been agreed with the Council; and
- 6.5.8 Satisfactory Permission (as defined in the Development Agreement) has been granted provided that upon written request by the Partner the Council may (at its absolute discretion) agree to make the CPO earlier than the grant of Satisfactory Permission.
- 6.6 Following approval by the Council's Cabinet (and subject to the Council remaining satisfied that the conditions in Clauses 6.5.1 to 6.5.8 remain satisfied) the Council shall:
- 6.6.1 make the CPO in the form approved by the Council's Cabinet and (if appropriate) taking into account comments provided by the Secretary of State on the Drafts; and
- 6.6.2 seek Confirmation of the CPO
- in accordance with all relevant statutory requirements and in accordance with the CPO Guidance.
- 6.7 The Council shall keep the Partner informed of the progress of the CPO throughout the statutory process.

6.8 Without prejudice to the generality of Clause 6.7 the Council shall following service of notice of making the CPO promptly supply the Partner with:-

6.8.1 a certified list of the names and addresses of all those persons on whom notice of making has been served and in each case the date of service; and

6.8.2 copies of all relevant documents submitted to the Secretary of State as the confirming authority for the CPO.

## **7. OBLIGATIONS FOLLOWING THE MAKING OF THE CPO**

### **7.1 Amendments to the CPO**

7.2 The Council shall be entitled to request from the Secretary of State or to pursue:-

7.2.1 such amendments, additions, variations and/or substitutions to the CPO; and

7.2.2 such other application or applications in relation thereto

as it shall reasonably determine to be necessary or desirable to assist in procuring the Confirmation of the CPO save that no such change as is mentioned in this Clause 7.2 shall be proposed to the Secretary of State or any Third Party, nor made, without the prior written approval of the Partner.

### **7.3 Opposed CPO**

7.3.1 The Council shall send copies of all objections made to the CPO to the Partner within 2 Working Days of the Council's receipt of them.

7.3.2 If at any time the Parties agree in writing not to proceed with the CPO then in relation to that particular CPO (and not otherwise) this Agreement shall, save for Clauses 1 (Interpretation), 16 (Guarantee) and 20 (Termination), forthwith determine and cease to have effect but without prejudice to any claim of the Council against the Partner and/or Guarantor in respect of:

- (a) any antecedent entitlement to indemnity under the terms of this Agreement;
- (b) an indemnity in respect of any CPO Costs and/or Relevant Expenses which the Council is or becomes liable to pay (subject to the Council, acting reasonably, seeking to mitigate or reduce such liabilities); or
- (c) any breach of an obligation hereunder and the provisions of Clause 20.3 shall apply in that event.

7.3.3 In the event that the CPO is opposed:

- (a) the Council and the Partner shall work together with the aim of securing the withdrawal of every objection made to the CPO by negotiation with the relevant Third Parties; and
- (b) the Council shall:-
  - (i) (unless otherwise agreed with the Partner) use all reasonable endeavours to obtain the earliest practicable date for the holding of the Inquiry;
  - (ii) keep the Partner informed of and co-operate with the Partner in relation to the arrangements for the holding of the Inquiry;

- (iii) use all reasonable endeavours to prepare for the Inquiry in liaison with the Partner including providing updates to the Partner at each meeting of the Land Acquisition Working Group;
- (iv) liaise with and have due regard to (but the Council shall not be bound by) the views of the Partner in connection with the preparation for the Inquiry and in particular shall:
  - (1) liaise with the Partner as to the content of the CPO statement of case prior to its submission, the content and nature of instructions to Counsel and all evidence to be submitted to the Inquiry and as to the overall strategy in relation to the conduct of the Inquiry;
  - (2) generally permit the Partner to take an active part in the preparation of and strategy for the Inquiry (including use of the Partner's consultants where the Council deem it reasonable and appropriate to do so) and facilitate the exchange of all relevant evidence by the Council and the Partner with the aim of securing the Confirmation of the CPO;
  - (3) invite the Partner to attend all consultations with Counsel and/or provide the Partner with all instructions and written opinions of Counsel instructed by the Council which are relevant to the CPO;
  - (4) keep the Partner advised of the progress and result of the Inquiry; and
  - (5) notify the Partner of any challenge to the Confirmation of the CPO.

#### 7.4 Confirmation of the CPO

7.5 If the CPO is confirmed the Council shall comply with all relevant statutory requirements in relation to it (including publishing and serving notice of such Confirmation and notice of intention to make a GVD so as to enable the CPO to become operative) as soon as reasonably practicable and in any event in accordance with any statutory timescales.

7.6 Upon Confirmation of the CPO the Council will:

- 7.6.1 forthwith upon receipt of the Secretary of State's decision supply to the Partner a copy of the decision, the order and CPO plan as confirmed and any inspector's report on the CPO; and
- 7.6.2 update the entry in the Local Land Charges Register in respect of the CPO as confirmed.

#### 7.7 Legal Challenge

7.8 In the event that:-

- 7.8.1 the Secretary of State declines to confirm the whole or part of the CPO; or
- 7.8.2 a Third Party applies to the court to challenge the decision of the Secretary of State or another decision made in relation to the CPO

the Council shall (in either event) consult with and give due regard to the comments of (but not be bound by) the Partner as to the appropriate manner in which to respond to such decision or challenge in order to facilitate the implementation of the Development and bearing in mind the

Project Objectives provided always that the Council's decision on the appropriate response shall be at its absolute discretion.

- 7.9 The Partner may request that the Council seeks Counsel's opinion on the prospects of success in relation to any action proposed to be taken by the Council in respect of such challenge and if such request is made the Council shall, having consulted the Partner on the form of instructions to Counsel, obtain Counsel's opinion as soon as practicable.

[REDACTED]

[REDACTED]

## 8. ACQUISITION BY / VESTING IN THE COUNCIL

- 8.1 Unless otherwise agreed, following:

- 8.1.1 the CPO being confirmed and no longer open to challenge in any way by the issue of Judicial Proceedings; and
- 8.1.2 the satisfaction or waiver in relation to the relevant Phase of each of the following (each term is as defined in the Development Agreement):
- (a) Pre Planning Viability Condition (in relation to Subsequent Phases only);
  - (b) Planning Condition;
  - (c) Affordable Housing Grant Condition (if the Phase contains Affordable Housing Units (as defined in the Development Agreement));
  - (d) Milestone Condition (in relation to Subsequent Phase only);
  - (e) Post Planning Viability Condition

the Partner shall serve the Partner's Notice on the Council within three months of the date on which the last of those conditions is satisfied (or waived) such satisfaction (or waiver) to be in accordance with the terms of the Development Agreement.

- 8.2 Unless otherwise agreed, following (and not before):

- 8.2.1 the CPO being confirmed and no longer open to challenge in any way by the issue of Judicial Proceedings; and
- 8.2.2 the satisfaction or waiver (such satisfaction or waiver to be in accordance with the Development Agreement) in relation to the relevant Phase of each of the:
- (a) Pre Planning Viability Condition (in relation to Subsequent Phases only); and
  - (b) Planning Condition

the Partner may serve the Partner's Notice on the Council.

- 8.3 Following receipt of the Partner's Notice and the Council's written approval of it the Council shall use all reasonable endeavours to secure title to and possession of the Outstanding Interests in accordance with the approved Partner's Notice by means of the GVD procedure and/or the notice

to treat/notice of entry procedure **PROVIDED THAT** the Council shall not be obliged to exercise such powers until all of the following have been agreed, determined or resolved:-

8.3.1 any request to review the Compensation Assessment which was initiated prior to the issue of the Partner's Notice; and

8.3.2 any matter which has been referred to the Expert under the terms of this Agreement.

8.4 As soon as any Outstanding Interests shall become vested in the Council the Council shall apply to register the same at the Land Registry and shall deal with the Properties acquired in accordance with the terms of the Development Agreement.

8.5 The Council will (subject to this Agreement not fettering its statutory discretion and the Council being satisfied as to its lawful ability to do so and subject always to the conditions in Clause 8.6 having been met):

8.5.1 when acquiring any interest within the Development Site consider whether to do so for planning purposes; and

8.5.2 in respect of the Council's Property consider whether to hold and/or appropriate such land for planning purposes

such that section 236 of the 1990 Act and section 203 of the 2016 Act will apply.

8.6 The conditions referred to in Clause 8.5 are that the Council is satisfied that:

8.6.1 (at its absolute discretion) Appropriation is lawful and justified;

8.6.2 the obligations on the Partner in relation to the carrying out of negotiations by it in Clause 4.2 (if relevant) have been and continue to be satisfied;

8.6.3 the Development Agreement has not been terminated; and



## 9. **BLIGHT AND PURCHASE NOTICES**

9.1 In the event that the Council is served with a Blight Notice or a Purchase Notice the Council shall:

9.1.1 supply a copy of the Blight Notice or Purchase Notice to the Partner as soon as reasonably practicable and in any event within 3 Working Days of receipt of the relevant notice together with copies of documents which the Council may receive in relation to it;

9.1.2 consult with the Partner as to the appropriate manner in which to respond to such Blight Notice or Purchase Notice so as to ensure that the Council can (following such consultation) respond within the statutory time limit; and

9.1.3 respond to such Blight Notice or Purchase Notice in an appropriate manner and (where provided) giving due consideration to the Partner's views.

## 10. **COVENANTS BY THE PARTNER IN RELATION TO CPO, HIGHWAYS ORDERS AND THE HOUSING ACT PROCESS**

10.1 The Partner covenants with the Council not to object to the CPO nor any Highways Order.

10.2 The Partner shall co-operate with and support the Council in the preparation for and the making, Confirmation and implementation of the CPO, any Highways Orders and preparation for and execution of the Housing Act Process and (without prejudice to the generality of the foregoing) the Partner shall at the Council's reasonable request and at no cost to the Council:

- 10.2.1 provide information and assistance to the Council in relation to the Council's obligations in Clauses 6 to 8.6, 11 and 12 inclusive;
- 10.2.2 provide information and assistance to the Council and make such reasonable attendances and/or appearances and make available such suitably qualified witnesses as the Council may reasonably require in connection with the CPO, Highways Orders and the Housing Act Process (and including any Inquiry, Judicial Proceedings and References); and
- 10.2.3 assist the Council in any and all negotiations with any party who objects to or defends (as relevant) the CPO or the Highways Order or the Housing Act Process so as to secure the withdrawal of and/or to resist such objections as expeditiously as possible on terms approved by the Council provided that such terms would not materially impact upon the viability of or Partner's ability to implement the Development (unless otherwise agreed in writing by the Council and the Partner).

[REDACTED]

## **11. OBTAINING POSSESSION UNDER THE HOUSING ACT PROCESS**

- 11.1 The provisions of this Clause 11 shall apply where the Council decides (at its absolute discretion) that the Housing Act Process should be considered or used in order to obtain possession of relevant Outstanding Interests and in which case the Council shall notify the Partner of that and shall inform the Partner of the part or parts of the Development Site in relation to which the Housing Act Process is (at that time) to be considered.
- 11.2 Following a notice issued by the Council pursuant to Clause 11.1 the Partner may provide the Council with such comments in relation to the notice and intended use of the Housing Act Process within 20 Working Days of service of the notice.
- 11.3 The Council shall consider any comments received from the Partner pursuant to Clause 11.2 and shall give them due consideration (including where appropriate discussing them at a meeting of the Land Assembly Steering Group) before deciding whether to proceed with the Housing Act Process.
- 11.4 Where the Council decides to proceed with the Housing Act Process it shall, subject always to this Agreement not fettering its statutory discretion and subject always to it being satisfied that the conditions in Clause 11.5 have been met, use reasonable endeavours to:
  - 11.4.1 seek any necessary authority from the relevant committee of the Council to pursue the Housing Act Process; and
  - 11.4.2 subject to the necessary authority being given proceed to take all necessary steps to pursue the Housing Act Process in relation to the relevant Outstanding Interests.
- 11.5 The conditions referred to in Clause 11.4 are that the Council is satisfied that:
  - 11.5.1 at its absolute discretion suitable alternative accommodation (as assessed in accordance with Part IV of Schedule 2 to the Housing Act 1985) is or will be available for tenants of properties which are to be the subject of the proposed Housing Act Process;
  - 11.5.2 at its absolute discretion a redevelopment scheme is likely to be approved by the Secretary of State in accordance with the provisions of Part V of Schedule 2 to the Housing Act 1985;
  - 11.5.3 any obligations on the Partner in relation to the carrying out of negotiations by it with secure tenants arising from Clause 4 have been and continue to be satisfied;
  - 11.5.4 no update to the Compensation Assessment is outstanding and there is no outstanding request from any Party to review any entry or omission from it;

- 11.5.5 the Development Agreement has not been terminated;
  - 11.5.6 no part of this Agreement or the Development Agreement is the subject of legal proceedings or a determination by the Expert; and
  - 11.5.7 Satisfactory Permission (as defined in the Development Agreement) has been granted provided that upon written request by the Partner the Council may (at its absolute discretion) agree to initiate Housing Act Proceedings earlier than the grant of Satisfactory Permission.
- 11.6 Where the Council initiates the Housing Act Process it shall pursue it in accordance with all relevant statutory requirements.
- 11.7 In each case the Council will consider whether to appeal against any adverse decision in the Housing Act Process or to defend any appeal brought against it and in reaching its decision the Council will have regard to the Project Objectives.
- 11.8 The Council shall keep the Partner informed of the progress of the Housing Act Process throughout the statutory process.
- 11.9 Without prejudice to the generality of Clause 11.8 the Council shall promptly supply the Partner with:
- 11.9.1 a certified list of the names and addresses of all those persons in relation to whom possession proceedings in accordance with the Housing Act Process have been initiated; and
  - 11.9.2 copies of all relevant documents submitted to the Secretary of State and/or served on secure tenants.

## 12. **THE HIGHWAYS ORDERS**

- 12.1 The Partner shall make an application to the Council, the Secretary of State or other appropriate person (as applicable) for the Highways Orders for the relevant CPO Land on a programme approved by the Council (such approval not to be unreasonably withheld or delayed) and if appropriate the Partner will seek to ensure that the Development can proceed without undue delay as soon as planning permission shall have been granted and the land acquisition has been completed and (without limitation) so that (if so agreed) any objections to the Highways Orders can be dealt with at the Inquiry as a conjoined inquiry in the event that such objections cannot be resolved to enable the Highways Orders to be confirmed as an unopposed order.
- 12.2 The Council (at the Partner's cost) will use reasonable endeavours to assist the Partner in obtaining the Highways Orders.

## 13. **INDEMNITY AND PAYMENT PROVISIONS**

### 13.1 **Land Assembly Budget**

- 13.2 As soon as practicable after the date of this Agreement the Partner shall issue the draft Land Assembly Budget to the Council who shall review it and within 20 Working Days either:

13.2.1 approve it; or

13.2.2 not approve it and in which case:

- (a) the Council must provide comments in writing to the Partner as to why the draft Land Assembly Budget is not approved and the amendments which the Council requires to be made to it (including where appropriate providing supporting evidence); and

- (b) the Partner must review the Council's comments and evidence and consider whether to revise the Land Assembly Budget and within 15 Working Days of receipt of those comments re-submit it to the Council, and following which the process in this Clause 13.2 shall apply again until the Council has approved the Land Assembly Budget (subject to Clause 13.8).
- 13.3 Following the written approval by the Council of the Land Assembly Budget pursuant to Clause 13.2 such Land Assembly Budget shall represent the agreed position between the Parties for the purposes of this Agreement.
- 13.4 The Parties agree that the Land Assembly Budget shall be kept under review by them with a formal review having been completed:
- 13.4.1 at least once every 3 months;
- 13.4.2 prior to the Cabinet report recommending the making of the CPO being submitted by the Council for publication;
- 13.4.3 prior to the Date of Practical Completion (as defined in the Development Agreement) of the final Phase;
- 13.4.4 [REDACTED]
- 13.4.5 at any other time when either the Council or the Partner notifies the other Party in writing that there has been a material change in circumstance or information available and such that the Land Assembly Budget should be reviewed and updated.
- 13.5 Each formal review shall be carried out as follows:
- 13.5.1 The Partner shall issue an updated version of the Land Assembly Budget to the Council and shall provide either (as appropriate) evidence to support changes made to the Land Assembly Budget or if changes are not proposed then evidence as to why changes are not required to the Land Assembly Budget;
- 13.5.2 The Council shall review the revised draft Land Assembly Budget and within 15 Working Days either:
- (a) approve it; or
- (b) not approve it and in which case:
- (i) the Council must provide comments in writing to the Partner as to why the revised draft Land Assembly Budget is not approved and the amendments which the Council requires to be made to it (including where appropriate providing supporting evidence); and
- (ii) the Partner must review the Council's comments and evidence and consider whether to revise the Land Assembly Budget and (within 20 Working Days) re-submit it to the Council, and following which the process in this Clause 13.5.2 shall apply again until the Council has approved the revised Land Assembly Budget (subject to Clause 13.8).
- 13.6 Following the written approval by the Council of a revised Land Assembly Budget pursuant to Clause 13.5 such revised Land Assembly Budget shall replace the previous version for the purposes of this Agreement.

13.7 Unless otherwise agreed in writing between the Parties the Land Assembly Budget shall exclude those CPO Costs and/or Relevant Expenses arising directly as a result of:

13.7.1 the Council proceeding to make a CPO without having complied with its obligations to consult the Partner on the Drafts in Clauses 6.2 and 6.3; or

13.7.2 the Council proceeding to implement a CPO without having first received a Partner's Notice

in the event of which, the Land Assembly Budget will be reviewed and revised in accordance with the provisions of Clause 13.5.

13.8 In the event that the Land Assembly Budget has not been agreed between the Parties within three months of the date that the draft Land Assembly Budget or any revised version is first issued by the Council (pursuant to respectively Clause 13.2 or 13.5), either Party may refer the matter to the Expert for determination.

#### 13.9 Indemnity

13.10 The Partner agrees to indemnify and keep indemnified the Council in respect of any unpaid Contribution due under this Agreement.

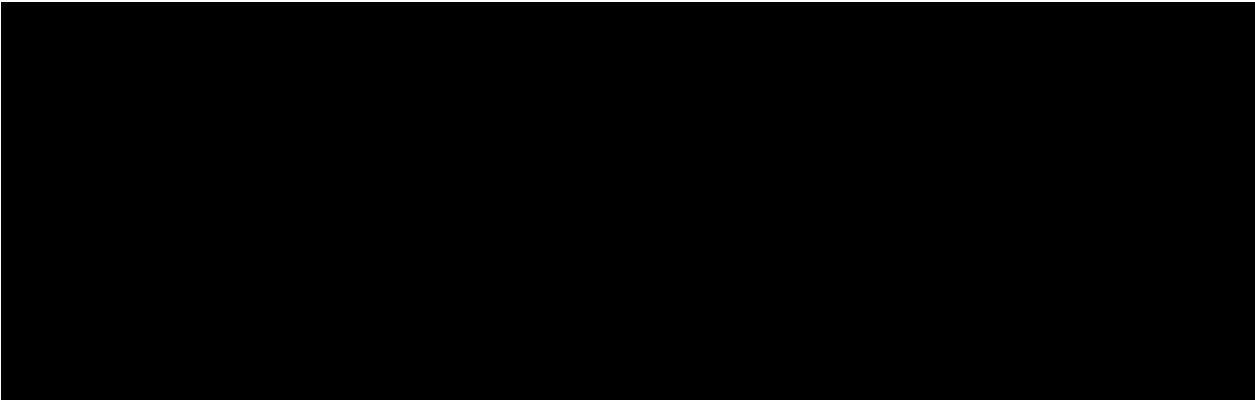
#### 13.11 Payment

13.12 Following agreement to each revision of the Land Assembly Budget the Council and the Partner shall agree (taking into account any new or additional information in relation to the Development) any revisions to the Contribution (and to the relevant Phase Contribution and Plot Contribution), such agreement to be recorded in writing prior to the relevant trigger set out in Clause 13.13 below.

13.13 The Partner shall pay the Contribution as follows:

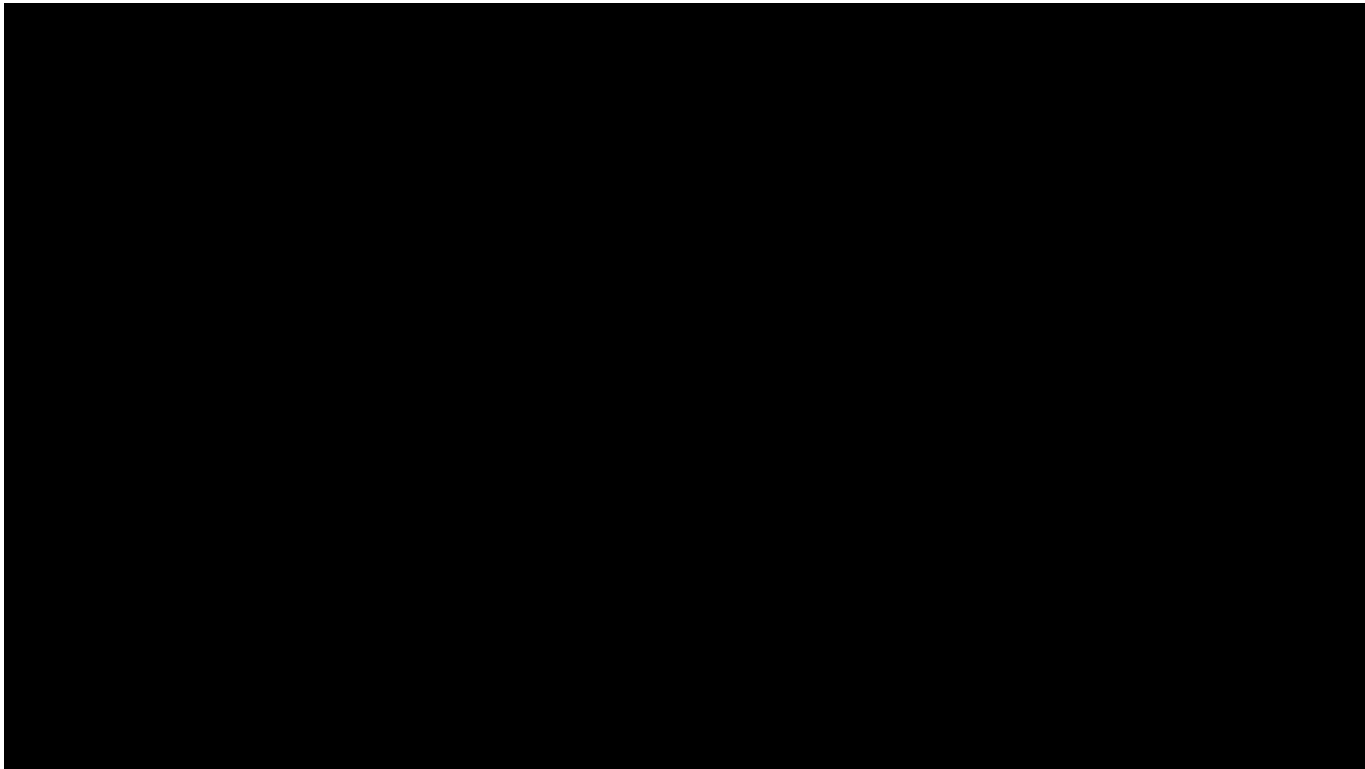
13.13.1 within 20 Working Days of Start on Site for each Plot the Partner shall pay the Plot Contribution for that Plot to the Council;

13.13.2 where on the date falling 3 years from the date of Lease Completion for a Phase any part of the relevant Phase Contribution remains unpaid then the Partner shall pay to the Council on that date a sum equivalent to the remaining unpaid balance of the Phase Contribution payment of which shall satisfy any liability to make further payments pursuant to 13.13.1 in respect of that Phase;



13.14 **Peak Debt Exposure Cap**

- 13.15 The Parties acknowledge that the provisions of this Agreement require the Council to incur expenditure on an ongoing basis in the form of CPO Costs and Relevant Expenses pending the Partner's repayment of the Contribution in accordance with Clause 13.13 above.
- 13.16 The Parties agree that the Council's total exposure to CPO Costs together with Relevant Expenses incurred in acting in accordance with and pursuant to its obligations under this Agreement ("**Peak Debt Exposure**") should not exceed the sum of [REDACTED] at any one time (the "**Peak Debt Exposure Cap**").
- 13.17 Should the Council's Peak Debt Exposure Cap be exceeded at any point up to and until the termination of this Agreement pursuant to Clause 20 below then the Parties agree that the Council may serve written notice on the Partner confirming that its Peak Debt Exposure has exceeded the Peak Debt Exposure Cap together with supporting evidence of the same.
- 13.18 From the date of receipt by the Partner of a notice served by the Council in accordance with Clause 13.17 above the Partner shall forward fund all further CPO Costs and Relevant Expenses properly and reasonably incurred by the Council pursuant to and in accordance with its obligations under this Agreement until such date as the Council's Peak Debt Exposure falls back below or is equal to the Peak Debt Exposure Cap such date to be confirmed in writing by the Council to the Partner within 5 Working Days of the occurrence of such event.



14. **APPOINTMENT OF THIRD PARTY CONSULTANTS**

14.1 The Council shall adopt the following process in respect of work to be undertaken on its behalf by any Third Party in pursuing the Project Objectives (including in relation to the CPO and Highways Orders) under this Agreement:

14.1.1 the Council shall notify the Partner of its intention to appoint a Third Party and issue to the Partner for its comment the scope and brief for the relevant work and a list of consultants to whom an invitation to respond to the brief is to be sent and the Partner shall provide any comments within 15 Working Days of receipt of the documents;

14.1.2 following receipt of the Partner's comments in accordance with Clause 14.1.1 which the Council must give due consideration to, the Council shall conduct such procurement exercise as it is required to do (and/or considers appropriate) and shall notify the Partner of the identities of the short list of candidates (if part of the procurement process) and shall provide the Partner with an opportunity to comment on such short list; and

14.1.3 following any comments received pursuant to Clause 14.1.2 (if any) and taking due account of the comments and any further representations by the Partner as to the appropriate candidate to appoint, the Council shall appoint its chosen consultant and the Council shall use reasonable endeavours to secure value for money (in accordance with and as one element of its usual procurement process and assessments of tenders) in respect of the costs which will be incurred under such appointments;

14.2 The appointment of any Third Party by the Council prior to the date of this Agreement (including the Council's Solicitors and the Council's Surveyor) shall be deemed to have been carried out in accordance with the provisions of Clause 14.1.

14.3 In the event that the Council wishes to undertake any task that would otherwise be undertaken by a Third Party:

14.3.1 it may notify the Partner accordingly setting out for the Partner's comment the scope of the proposed task, its methodology and proposed charges, and the Council shall take due account of the Partner's comments on its proposal;

14.3.2 if the Council is to undertake any such task it shall do so with all due care and expedition and in accordance with the charges contained in its proposal; and

14.3.3 the Council's charges shall be a Relevant Expense.

15. **LANDS TRIBUNAL**

15.1 In the event that the Partner and/or Council is unable to agree the amount of any compensation payable to an Owner or a Claimant the Council shall if it deems appropriate (having consulted with the Partner and paid due regard to its views):

15.1.1 refer the matter to the Lands Tribunal; and

15.1.2 liaise with the Partner in relation to the Reference and supply to the Partner copies of all correspondence papers and documents as the Partner shall reasonably require.

15.2 In relation to any Reference as mentioned in Clause 15.1 or any Reference made by any Owner or a Claimant, the Council shall:

15.2.1 have conduct of the Reference and any associated negotiations and shall keep the Partner informed of the progress of the Reference **PROVIDED THAT** the Council shall conduct the Reference and any negotiations in accordance with the Compensation Assessment;

- 15.2.2 consult with the Partner on the appointment of Counsel and the expert witnesses to represent the Council and shall consider the use where appropriate of the Partner's consultants as expert witnesses;
- 15.2.3 consult with the Partner in relation to the amount of any sealed offer to be made;
- 15.2.4 use all reasonable endeavours to prepare for the hearing of the Reference in consultation with the Partner, and to liaise with and have due regard to (but shall not be bound by) the views of the Partner in connection with the preparation for the hearing of the Reference and in particular shall:
  - (a) consult the Partner as to the content and nature of all evidence to be submitted to the Lands Tribunal including all applications which may be made in connection with the Reference and as to the overall strategy in relation to the conduct of the Reference; and
  - (b) invite the Partner to attend consultations with Counsel and/or provide the Partner with all instructions to and written opinions of Counsel instructed by the Council which are relevant to the Reference; and
- 15.2.5 liaise with and have due regard to (but shall not be bound by) the views of the Partner in relation to any appeal against any decision of the Lands Tribunal and in prosecuting any such appeal the Council shall:
  - (a) supply copies of all relevant correspondence and other documents pertaining to the appeal to the Partner;
  - (b) use all reasonable endeavours to prosecute the appeal;
  - (c) liaise with and have due regard to (but without being bound by) the views of the Partner as to the manner of prosecution of the appeal; and
  - (d) keep the Partner apprised of the progress and result of the appeal.

15.3 The Council shall not in advance of any Lands Tribunal hearing make any sealed offer nor settle any outstanding claim at a figure which exceeds the relevant element of the Approved Expenditure for the outstanding claim without obtaining either:

- 15.3.1 the prior written approval of the Partner to the proposed higher figure; or
- 15.3.2 Counsel's written opinion that the higher proposed figure is necessary in order to avoid a likely adverse judgment by the Lands Tribunal (as to the outstanding claim and/or any costs payable by the Council).

## 16. **GUARANTEE**

16.1 The Guarantor hereby covenants with the Council in the terms of the Guarantee.

## 17. **COUNCIL'S STATUTORY POWERS**

17.1 The Council enters into this Agreement pursuant to section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other relevant statutory powers.

17.2 Nothing contained in this Agreement shall fetter, prejudice or affect all or any of the statutory rights, powers, obligations and/or duties from time to time vested in the Council in its capacities as Local Planning Authority and/or Highways Authority and/or local housing authority and such rights, powers, obligations and duties shall be enforceable and exercisable in relation to the Development Site and/or the Development by the Council as fully and freely as if the Council were not the owner of the Development Site or parts thereof and/or this Agreement had not been entered into.

- 17.3 Notwithstanding any other provisions of this Agreement the Council shall not be obliged to do or omit to do any act or thing the doing or omission of which would or may be unlawful or ultra vires or constitute maladministration by the Council.

18. **NON-MERGER**

This Agreement shall remain in full force and effect as to any of its stipulations, obligations and conditions which shall not have been performed and which shall remain to be performed notwithstanding completion of the Development Agreement.

19. **SUSPENSION OF COUNCIL'S OBLIGATIONS**

- 19.1 Without prejudice to any other remedies and powers available to the Council if the Partner is in breach of any obligation in this Agreement or the Development Agreement then the Council shall be entitled to suspend the performance of its obligations in this Agreement (unless to do so would result in the Council being in breach of or non-compliance with any legislation, subordinate legislation and/or rules relating to the consideration of objections to a CPO and/or Highways Order and/or any rules relating to Judicial Proceedings) until the Partner has made good the breach in question to the Council's reasonable satisfaction.

20. **TERMINATION**

- 20.1 Notwithstanding and without prejudice to any other powers and remedies herein contained or otherwise available to the Council if any one or more of the following events (each an "**Event of Default**") occurs:

20.1.1 Non-Payment;

20.1.2 in the circumstances prevailing at the time the Council has received an opinion from Counsel (in response to instructions prepared by the Council and approved by the Partner) that there [REDACTED] of securing the Confirmation of the CPO and/or Highways Order within a reasonable commercial timescale to enable the Development to be carried out in accordance with the Development Agreement and/or any relevant planning obligation under section 106 of the 1990 Act;

20.1.3 the Partner becomes Insolvent and the Guarantor does not directly assume the responsibilities of the Partner under this Agreement;

20.1.4 the Guarantor becomes Insolvent (unless in the case of the Guarantor a replacement is provided to the Council's satisfaction (acting reasonably));

20.1.5 the Partner and/or Guarantor commits a Material Breach of any obligation on the part of the Partner contained in this Agreement and fails to remedy such breach within 3 months or such longer period as may be reasonable in the circumstances after written notice from the Council to the Partner and the Guarantor specifying both the breach complained of and the period of time within which the breach is required to be remedied;

20.1.6 the Development Agreement terminates; or

20.1.7 any Event of Default (as defined in the Development Agreement)

then subject always to the remaining provisions of this Clause 20 the Council shall have the right to terminate this Agreement by not less than 30 Working Days written notice served on the Partner and Guarantor thereupon this Agreement shall cease and determine without prejudice to any of the rights and remedies of any Party in respect of any antecedent breach of any of the provisions of this Agreement.

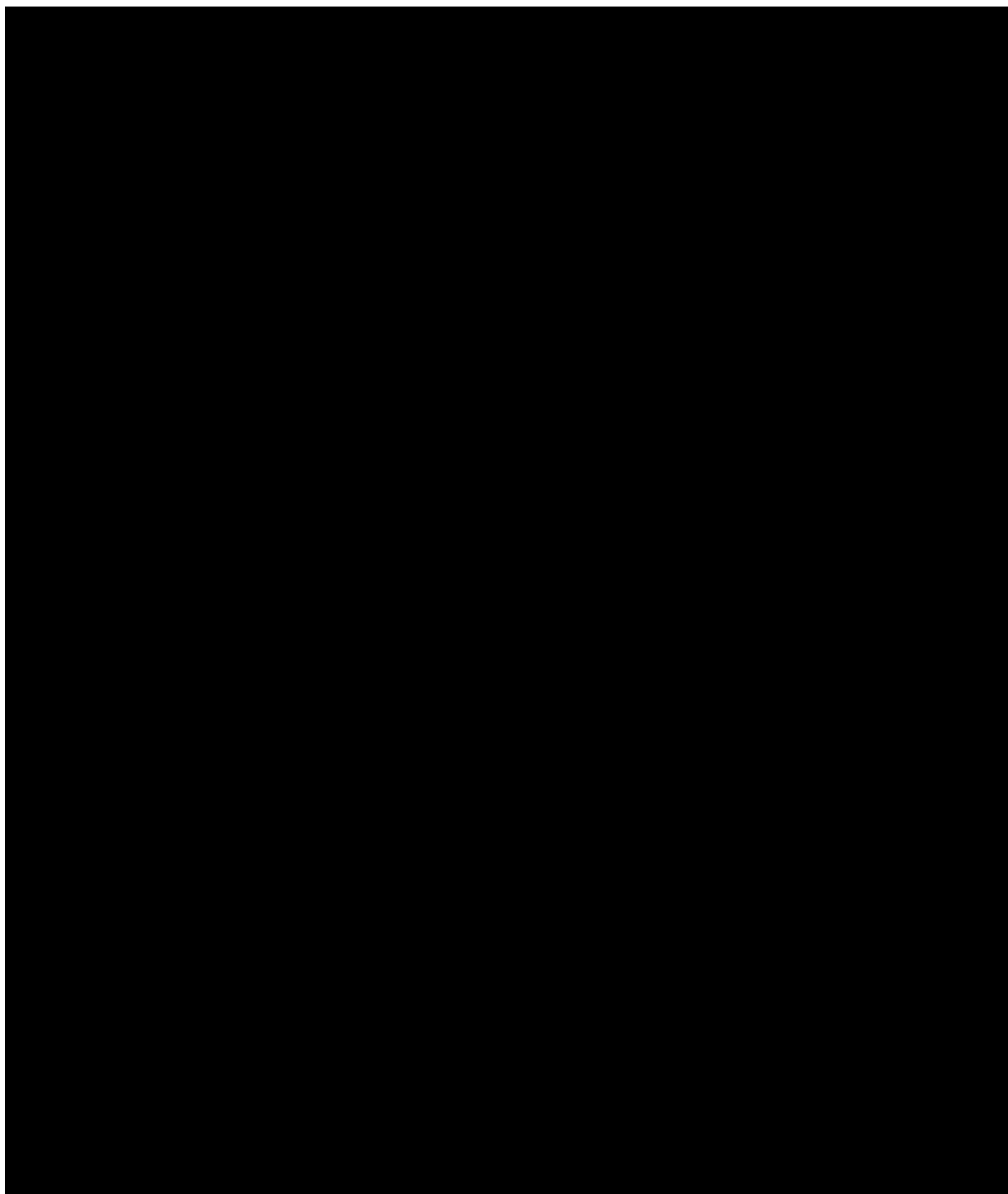
- 20.2 Notwithstanding and without prejudice to any other powers and remedies herein contained or otherwise available to the Partner if the Council shall commit a Material Breach and it shall fail to remedy such breach within 3 months (or such longer period as may be reasonable having regard to the nature of the breach) after written notice from the Partner to the Council:-

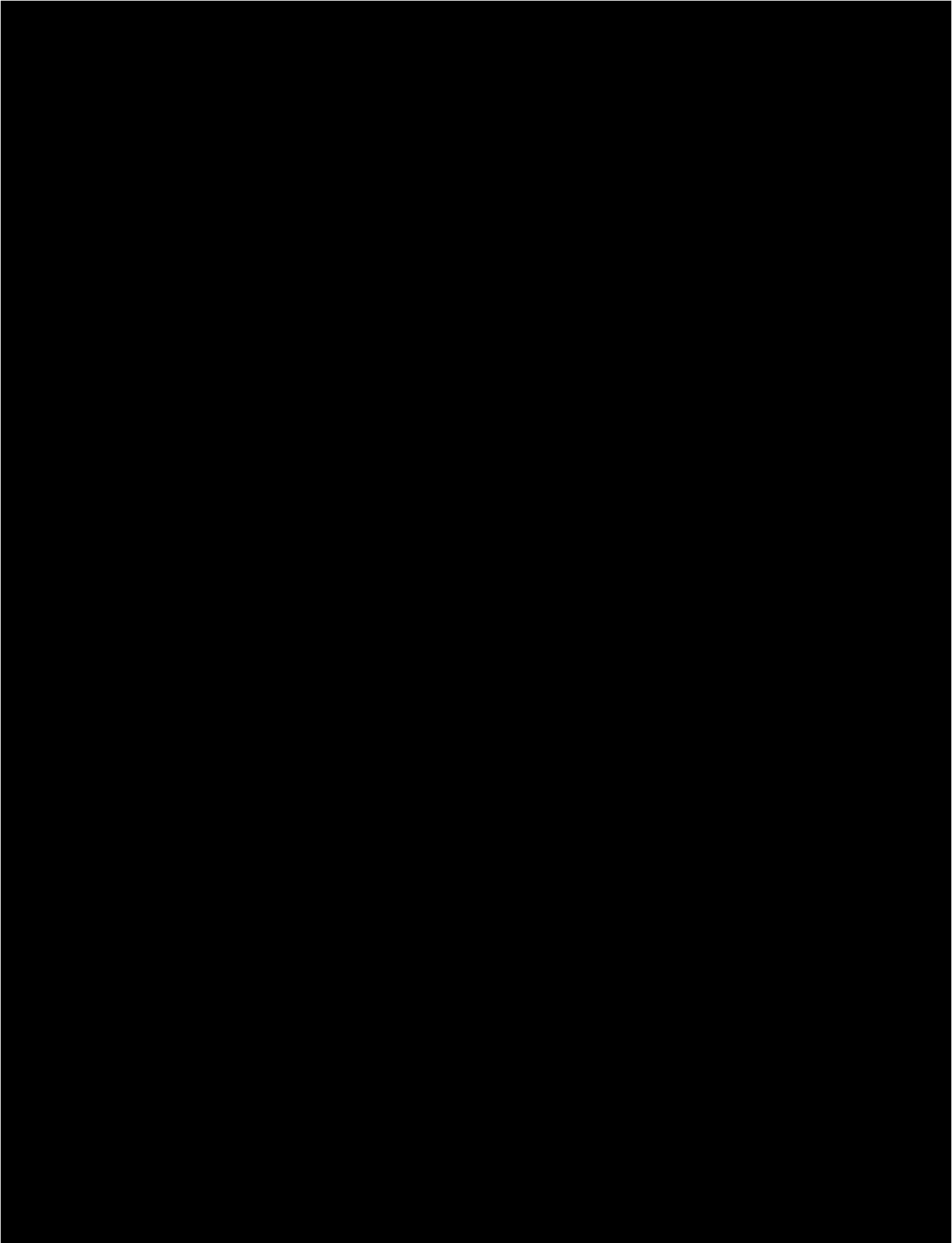
20.2.1 specifying the breach and setting out the Partner's intention to terminate this Agreement if such breach is not made good; and

20.2.2 being sent to the First Tier Officer identified in Clause 33.2.2(e) of the Development Agreement and separately to the Chief Executive of the Council marked "CPO INDEMNITY AGREEMENT TERMINATION NOTICE"

and if the relevant period of time within which the breach is to be made good has expired then the Partner shall have the right to terminate this Agreement by not less than 30 Working Days notice and this Agreement will terminate on the expiry of such notice save where the breach is remedied within such period and such termination will be without prejudice to any rights and remedies of any Party in respect of any antecedent breach of any of the provisions of this Agreement.

20.3 Where this Agreement is terminated in accordance with the terms hereof:





21. **SDLT**

- 21.1 Without prejudice to any amount of SDLT the Council pays to HMRC as a result of the acquisition, holding and management of all Outstanding Interests being a Relevant Expense, the Council

covenants that it will claim CPO relief from SDLT pursuant to section 60 of the Finance Act 2003 where available.

**22. INCORPORATION OF TERMS OF THE DEVELOPMENT AGREEMENT**

- 22.1 The Parties agree that Clauses 28 (Notices), 29 (Value Added Tax), 30 (Interest and Payments), 33 (Disputes), 40 (Alienation), 41 (Freedom of Information), 42 (Confidentiality), 48 (Severability), 49 (Contracts (Rights of Third Parties) Act), 50 (Good Faith), 51 (Corrupt Gifts and Payments of Commission) and 54 (Entire Agreement) of the Development Agreement shall apply to this Agreement as if they were directly incorporated within it except that references to this "Development Agreement" in those Clauses shall be construed as references to this Agreement and provided that in the event that the Development Agreement is terminated or any of those Clauses otherwise cease to exist they shall be deemed to remain operative for the purposes of this Agreement.

**23. GOVERNING LAW**

- 23.1 This Agreement is governed by and shall be construed in accordance with the laws of England and the Parties hereto submit to the non-exclusive jurisdiction of the English courts in respect of any difference or dispute between them.
- 23.2 Each of the Parties hereto irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to hear and decide any suit action or proceedings and/or to settle any disputes which may arise out of or in connection with this Agreement and for these purposes each of the Parties hereto irrevocably submits to the jurisdiction of the courts of England.

**EXECUTED AS A DEED** by the Parties on the date which first appears in this Agreement.

## SCHEDULE 1

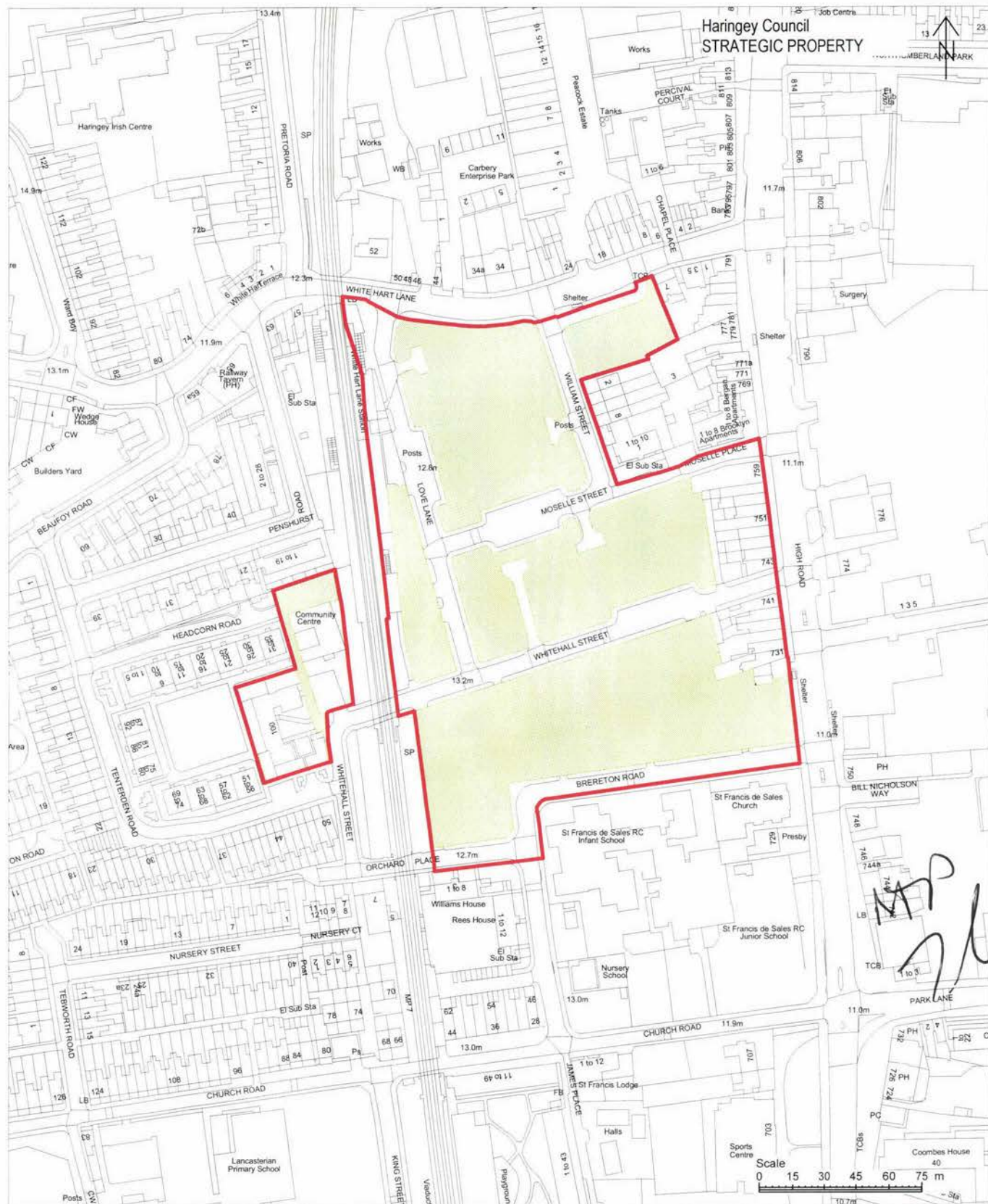
### GUARANTOR'S COVENANTS

- 1 In consideration of the Council entering into this Agreement the Guarantor:-
  - 1.1 guarantees to and covenants with the Council irrevocably and unconditionally as a continuing security that the Partner will perform and observe the obligations on the Partner's part contained in this Agreement (the "**Partner's Obligations**") and agrees that if the Partner shall in any respect fail to perform any of its obligations (including, but without limiting the generality of the foregoing, the payment of monies) arising under this Agreement that the Guarantor will, within 10 Business Days of receipt of a written demand from the Council which outlines in reasonable detail any default of the Partner and the amount of money or performance demanded, perform and fulfil or procure to be performed or fulfilled in place of the Partner each and every one of the Partner's Obligations in respect of which the Partner has defaulted or as may be unfulfilled by the Partner;
  - 1.2 as a separate and independent obligation irrevocably and unconditionally as a continuing security undertakes to indemnify the Council from and against all losses, damages, costs and expenses arising out of any default in performance of the Partner's Obligations (whether arising under a court order or judgment or as a result of any determination or Agreement);
  - 1.3 agrees that any sum payable to the Council must be paid without any deduction, set-off or counterclaim (other than any deduction, set-off or counterclaim available to the Partner under this Agreement);
  - 1.4 acknowledges that the Guarantor is:-
    - 1.4.1 a principal debtor or guarantor for all of the Partner's Obligations between the Council and the Guarantor, even if as between the Partner and the Guarantor, the Guarantor may only be a surety for the Partner;
    - 1.4.2 not released and this guarantee is not prejudiced by:-
      - (a) any time or indulgence given to the Partner;
      - (b) any variation or arrangement or alteration of terms being made or agreed with the Partner;
      - (c) any lack of or limitation on the powers of the Partner;
      - (d) the absence of authority of any person purporting to represent or act on behalf of the Partner;
      - (e) any act, omission, or thing whatsoever whereby the Guarantor might be released or as a result of which the Partner's Obligations may not be enforceable against the Partner;
      - (f) the liquidation, administration or other insolvency of or any change in the constitution of the Partner or the Guarantor;
    - 1.4.3 until all amounts which may be or become payable by the Partner under this Agreement have been paid, not entitled to prove in any insolvency of the Partner in priority to the Council; and
    - 1.4.4 obliged to and covenants that it will enter into the Leases as Guarantor thereunder on the relevant Completion Date.
  - 1.5 If the Guarantor becomes Insolvent:-
    - 1.5.1 the Partner shall immediately notify the Council;

- 1.5.2 the Council may require the Partner to provide a guarantor reasonably acceptable to the Council to guarantee the Partner's Obligations in place of the Guarantor which alternative guarantor shall be provided;
  - 1.5.3 any substitute guarantor must covenant with the Council in the same terms as in this Agreement; and
  - 1.5.4 the Partner will pay the Council's reasonable and proper fees and costs in connection with any such substitution.
- 1.6 The Guarantor shall procure that the Partner remains at all times part of the Partner Group (as defined in the Development Agreement) (save in the case of a Change of Ownership that relates to a change in the legal or beneficial ownership of any shares in a company that is listed on a Recognised Investment Exchange as defined in section 285 of the Financial Services and Marketing Act 2000) and for the avoidance of doubt the Guarantor shall not agree to any Change of Ownership of the Partner so that the Partner ceases to be part of the Partner Group without the prior written consent of the Council having been obtained by the Partner in accordance with the terms of the Development Agreement.
- 2. The Guarantor confirms that it is in its own commercial interest to enter this Agreement as Guarantor and that it is not aware that by doing so it is prejudicing any of its creditors.
- 3. Notwithstanding any other provision of this Agreement, the liability of the Guarantor to the Council under or in connection with this Agreement (whether that liability arises under a specific provision of this Agreement, for breach of contract, negligence or otherwise) is no greater than the liability of the Partner to the Council under or in connection with this Agreement.

**APPENDIX 1**  
**PLAN 1, PLAN 2 AND PLAN 3**





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Love Lane Estate  
LONDON  
N17

Red verging - Extent of site  
Green shading - LBH HRA ownership

Deed document no. :

LR title no. :

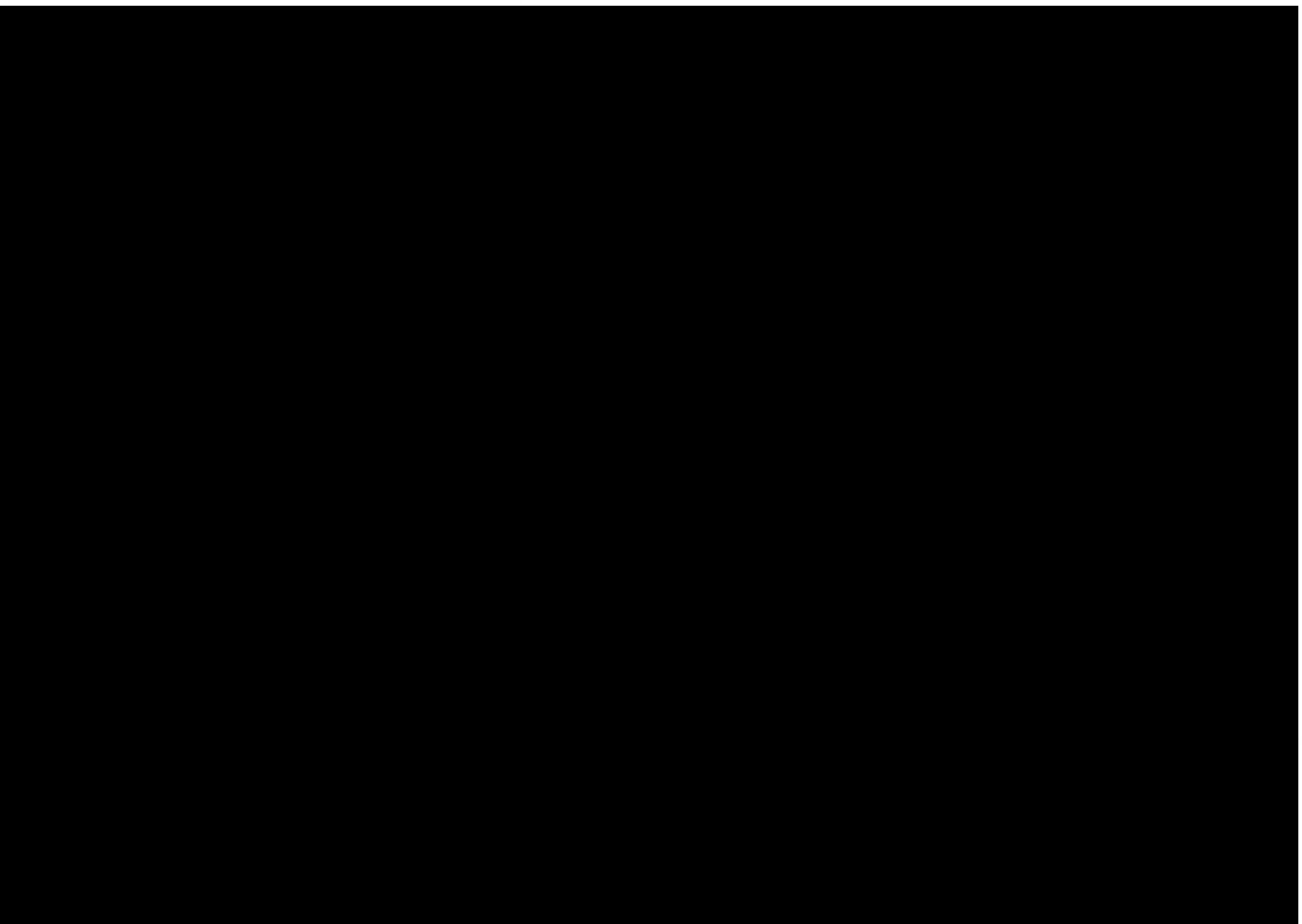
Site Area (hectares) :

Scale 1:2500

Overlay : Regen - JAD

Plan produced by Janice Dabinett on 06/12/2017

Drawing No. BVES A4 2893 V2



**APPENDIX 2**  
**COUNCIL'S OFFERS TO ACQUIRE**

# HIGH ROAD WEST REGENERATION PROPOSALS

LOVE LANE ESTATE SECURE TENANT GUIDE

THIS DOCUMENT IS PART OF THE S105  
CONSULTATION FOR SECURE COUNCIL TENANTS

## Dear Secure Council Tenant

As you will be aware, the council is developing a masterplan and regeneration proposals for the High Road West area. This area includes the following properties on the Love Lane estate: Charles House, Ermine House, Moselle House, 2-32 Whitehall Street, 3-89 Whitehall Street, 4-18 Brereton Road, 2-28 Orchard Place, 9-39 White Hart Lane and Kathleen Ferrier Court.

The council believes that including the Love Lane Estate in the masterplan proposals, and agreeing the masterplan, will bring far reaching benefits, including new homes, job opportunities, and new community and health facilities not only for Love Lane residents but for the whole borough, however, we want to consult with residents and the local community before making a final decision.

If the masterplan is agreed and the regeneration proposals go ahead then we will need to demolish and rebuild the social rented homes which are currently on the Love Lane Estate. We will also seek to serve Initial Demolition Notices to suspend and cease the Right to Buy. This guide sets out what will happen if the regeneration does go ahead. It sets out our commitments to support you fully through this process, explains your re-housing options and the compensation which will be available to you.

At present this is a draft guide for secure tenants. This guide is just a starting point. It will be developed further as negotiations with the Love Lane Residents' Association on the Residents' Charter progress and more detail about the potential regeneration scheme is developed.

This guide is based on three key themes which were raised in the Love Lane Residents' Charter:

**Choice:** We want to ensure the regeneration provides better housing choice for tenants. We will ensure that you have a range of re-housing options to choose from, including moving to a social rented property in the High Road West area to ensure the community can be kept together as well as accessing new affordable homes to buy.

**Fairness:** We will be open, transparent and fair when developing and delivering the regeneration proposals. We aim to ensure residents benefit from the regeneration proposals, have fair re-housing choices, compensation and are able to influence the regeneration proposals.

**Better housing:** We want every secure tenant to be re-housed in better quality housing which meets their and their families needs. No tenant should be in a worse housing condition as a result of the regeneration proposals.

If you have any questions on the information provided in this guide please contact Sarah Lovell, Area Regeneration Manager by calling 020 8489 2025, or emailing [sarah.lovell@haringey.gov.uk](mailto:sarah.lovell@haringey.gov.uk). Sarah will be able to talk you through the information and arrange for a home visit.

## CONTENTS

- Section 1 – Our commitments to you
- Section 2 – Your re-housing options
- Section 3 – The size of the new home you will be allocated
- Section 4 – The types of new homes which will be provided
- Section 5 – The benefits and compensation you will be entitled to
- Section 6 – The phasing principles

## SECTION ONE

# OUR COMMITMENTS TO YOU

If the High Road West Masterplan is agreed and the Love Lane Estate is included within the regeneration plans, the council is committed to the following:

### **Regular, honest communication**

We will provide you with regular, honest communication about the regeneration proposals throughout the regeneration period. We will also provide you with dedicated points of contact so you know who you can talk to with any questions or queries you may have. This will include Sarah Lovell, the Area Regeneration Manager.

### **Working together**

We are committed to working with residents to ensure that you are at the centre of, and are able to benefit from and influence, the regeneration proposals. This will include working with individual residents and the Love Lane Residents Association. We will continue to work with the Love Lane Residents' Association to develop the Love Lane Residents' Charter and will be looking to maximise ways residents can influence the regeneration proposals.

### **Dedicated re-housing officer**

We will ensure that each household has a dedicated re-housing officer to help with every step of the re-housing process. The re-housing officer will meet with you on a one-to-one basis to get to know you and your families' needs and requirements; they will be able to keep you fully informed about the re-housing process and the re-housing options available to you. Your re-housing officer will be able to identify any additional support you may need, such as packing and unpacking services, and will be there to help you throughout the whole move process; this will include support after the move to ensure you have settled into your new home.

### **Independent advice**

We will continue to fund the Independent Tenant and Leaseholder Advisor (ITLA) for the Love Lane Estate. The ITLA will continue to work with you to provide impartial advice and support about the regeneration and re-housing process.

### **Additional support for you and your family**

We recognise the stress that regeneration and the re-housing process can put on you and your family. We are therefore committed to providing additional support, beyond the dedicated re-housing officer and Independent Advisor, to ensure that you and your family are fully supported throughout this process. This will include organising events and activities, such as organising for you to talk to residents who have been affected by similar regeneration schemes, organising skills and training opportunities and working with other services such as schools and the health service to ensure you and your whole family are supported.

### **You will not be financially worse off**

We are committed to the principle that tenants should not be in a financially worse position as a result of the regeneration scheme. The council will ensure all reasonable costs are paid for.

## SECTION TWO

### YOUR RE-HOUSING OPTIONS

If the High Road West masterplan is agreed and Love Lane estate is included within the regeneration plans then all properties on the estate will need to be demolished and new high quality replacement homes will be built. This will mean that all residents living on the estate will need to be re-housed.

#### When will I need to move?

Residents will NOT HAVE to move for quite some time, at least two to five years, this is because the council needs to secure the funding and a development partner for the scheme and build new homes for you to move into.

However for tenants living in Phase 1 of the masterplan area (at present phase 1 includes Ermine House, 2–32 Whitehall Street, 3–89 Whitehall Street, Kathleen Ferrier Court, 4–18 Brereton Road, 2–28 Orchard Place), we will start the re-housing process as soon as the masterplan is agreed so that residents who want to move early are able to do so.

#### What are my re-housing options?

Secure Council Tenants have 6 re-housing options to choose from. These are detailed below:

**1 Move to a new home within the redevelopment area.**

You will have the opportunity to move to a high quality modern home in the High Road West regeneration area.

**2 Move to a new home in Ambrose or Mallory Court at the old Cannon Rubber site (in the north of the masterplan area)**

A number of new properties being built on the old Cannon Rubber site and can be offered to tenants on the Love Lane Estate. These high quality new properties will be owned and managed by Newlon Housing Trust and will have rent levels similar to the properties currently on the Love Lane Estate (i.e. a social rent).

**3 Move to an existing council property elsewhere in the borough.**

If you wish to remain a council tenant and move to an existing council property elsewhere in the borough you will be given the opportunity to do so. You will be able to bid for properties on the council's Choice Based Letting System.

**4 Move to one of the council's new properties being built as part of the council's new build programme**

The council is currently building new council housing across a number of sites in the borough. Tenants who wish to move to one of these properties will be given the opportunity to do so.

**5 Move to a property owned by a Housing Association elsewhere in the borough**

If you wish to move to a property owned and managed by a Housing Association elsewhere in the borough you will be given the opportunity to do so. You will be able to bid for properties on the council's Choice Based Letting System.

**6 Purchase an affordable home**

If you are a working eligible household and would like to purchase an affordable home we will support you to do so. A number of affordable homes are being built in the borough including over a 100 shared ownership properties on the old Cannon Rubber site in the north of the High Road West area. If you would like to see if you are eligible for an affordable home please contact [sarah.lovell@haringey.gov.uk](mailto:sarah.lovell@haringey.gov.uk)

## SECTION THREE

# WHAT TYPE AND SIZE OF HOME WILL I BE ALLOCATED?

### What size of home will I be allocated?

Whatever re-housing option you choose, you will be allocated a new home based on your assessed need. Your re-housing officer will assess your need in line with the council's Allocation Scheme.

This will mean that if you are currently living in an overcrowded property you will be allocated a larger home that meets your needs.

### Extra bedroom

If you are currently in a property which is larger than your assessed need, you will be able to apply for a new home which has 1 bedroom above your assessed need.

To qualify for an additional bedroom you must meet certain criteria, such as, having no rent arrears and no record of anti-social behaviour. You will also need to ensure you can afford an extra bedroom – this can be discussed with your re-housing officer.

### How will the new homes in the regeneration area be allocated?

All Secure Council Tenants will be offered a new home, allocated on need. The council will be developing a more detailed allocation policy which will determine how the new homes are prioritised. This policy will be developed in consultation with Love Lane residents and Residents' Association.

### Keeping the community together

Any future phasing plan and the policy for allocating the new homes will aim to ensure that neighbours and support networks are able to move together where appropriate so that the community and support networks can be kept intact.

### Adaptations

If you, or a member of your family who has been living with you for at least twelve months, requires any special adaptations to their home, for example grab rails, a wheelchair accessible kitchen etc, then your dedicated re-housing officer will ensure that an Occupational Therapist completes a full assessment and that all the correct adaptations are made to your new home before you move.

## Examples

**Miss A lives in a two-bedroom flat with two children, one girl aged 13 and one boy aged 14 who are sharing a room.**

The family would receive a three-bedroom flat which ensures that teenagers have their own rooms.

**Mr and Mrs B live in a flat with three bedrooms.**

Their children have all moved away meaning they would have a need for a 1 bedroom home. However, due to our commitment to offer under occupying tenants 1 bedroom above their assessed need they would be entitled to a 2 bedroom property.

**Mrs C is elderly and blind and living in a two-bedroom property in one of the large blocks on the Love Lane Estate. Mrs C has special adaptations in her property and wants to move to a new home in the redevelopment area.**

Mrs C would be given a dedicated re-housing officer who would support her with every step of the move process. The re-housing officer would ensure that all documentation is translated into Braille for Mrs C. They would also ensure that Mrs C had a packing and unpacking service made available to her. An occupational therapist will also be made available to assist with identifying any specific requirements. Mrs C would be allocated a one bedroom property in the regeneration area. The property would have the adaptations that Mrs C needed fitted into her new property.

## SECTION FOUR

# COMPENSATION FOR SECURE COUNCIL TENANTS

### Home Loss Compensation

If you have lived in your property for at least a year, you will receive home loss compensation. The level of home loss compensation is set by the Government and is reviewed annually. At present the home loss compensation is £4,700.

### Disturbance Compensation

The council is committed to the principle that no tenant should be worse off as a result of the re-housing process. Your re-housing officer will discuss the costs and your support needs with you and all reasonable moving costs will be covered, including:

- removal vans
- redirection of mail
- disconnection and reconnection of appliances, including movable fixtures and fittings, e.g. light fittings
- disconnections and reconnections of services e.g. broadband, phone line etc.
- new carpets and curtains

You can choose how to receive your disturbance compensation. You can either:

- receive a direct financial allowance from us, arrange your own removals and make your arrangements for utilities and telephone reconnection, or
- receive an assisted move. We would arrange (or help you to arrange) your removals and make your arrangements and we can pay for these directly.

### Other compensation

If you have undertaken improvement works in your home, as long as you sought and received permission to undertake such alterations in your property, there will be compensation for these in accordance with the council's existing policy.

### Support for elderly and vulnerable tenants

Your dedicated re-housing officer will be able to organise additional help and support if you require this during the move process. This could include:

- Full packing and unpacking service
- Help to claim benefits from your new address
- Ensuring the change of utilities run smoothly

## SECTION FIVE

### THE NEW HOMES BUILT IN THE REGENERATION AREA

- Approximately 1,200 new homes will be built in the regeneration area (although not for at least 2 to 5 years) - this will include replacement homes for secure council tenants and resident leaseholders
- 10% of the new homes in the redevelopment area will be wheelchair accessible
- All of the replacement homes will be built to Lifetime Homes Standard- meaning that the home can be easily adapted to meet your needs as your needs may change
- There will be a mix of houses, flats and maisonettes and a mix of 1, 2, 3 and 4 bed properties
- There will be a mix of social, affordable, private rented and private for sale homes
- The external design of these homes will mean that you could not differentiate between the social, affordable, private rented or private for sale homes

The new replacement social rented homes:

- Will all have access to private open space (gardens, courtyards and/or balconies)
- Will meet modern energy efficiency levels and therefore have cheaper energy bills
- Will be provided with carpets and other flooring (including underlay or sound proofing) blinds or curtains
- Have oven/hob, fridge freezer and washing machine/dryer fitted

#### Design of the new homes

As a minimum the new homes will be built to the London Housing Design Guide Space Standards. This standard is a minimum standard for the size of the rooms within new homes to ensure that all new homes are built to a decent homes standard.

We understand that the properties on the Love Lane Estate have large rooms. We will aim to ensure that the London Housing Design Guide Space Standards are a minimum and that we negotiate with any future development partner to maximise the size of the new homes.

#### Design Panel – help design your new home

To ensure that residents are fully involved in the design and specification of the new homes we will establish a joint Design Panel with Love Lane residents and the future development partner. This panel will help influence the design, layout and specification of the new homes.

As well as the design panel, we aim to ensure that every tenant gets a choice of having a lounge/diner or a kitchen/ diner, and gets to choose from a range of colour and product types.

There will be show homes available to view in the scheme, and you will be able to view your new home on plan, in a model and closer to the time of completion you will be able to have a tour of the property.

## **Ownership of the new homes**

Secure Council Tenants on the Love Lane Estate have informed us that you want the council to be the landlord of the replacement homes built in the regeneration area. Our aim is for the new homes to be owned by the council. However, we do not have a development partner or funding in place, so at present, we can not confirm whether the landlord of the new homes will be the council or a Housing Association.

If the council is to be the landlord of the new home, your tenancy will continue as it does now.

If a Housing Association is to be the landlord of the replacement homes, you will be granted an assured tenancy. The council, alongside the residents, will work together to negotiate the best possible terms of the assured tenancies, so that residents are happy with the tenancy agreement and the service they will receive from the landlord.

## **Rent levels**

As a Secure Council Tenant on the Love Lane Estate you currently pay a social rent. If you move to a new home in the regeneration area you will continue to pay a social rent.

*Please note: The government has recently introduced a new higher rent level for some social rented housing. This is typically between 65-80% of the market rent and is called affordable rent. You would not be charged the new affordable rent levels- you will continue to pay at an existing social rent level.*

## **Council Tax levels**

The level of Council Tax due in your new home will be set by the valuation office. The council has no control over this.

## **Service Charges**

As a Secure Council Tenant on the Love Lane Estate you currently pay a service charge. If you move to a new home in the regeneration area you will continue to pay a service charge. The service charge will reflect the level of service you are given.

## SECTION SIX

### PHASING

If the regeneration plans go ahead, it will take place in phases over a number of years. It is likely that the regeneration of the whole High Road West area will take up to 15 years. It will be at least two years before anything is built in the High Road West area and the regeneration process is started. This is because several things need to happen, this includes agreeing the masterplan, securing a development partner, obtaining detailed planning permission and the necessary consents.

A first draft of the potential phasing plan for the High Road West Scheme can be found in the masterplan summary. This plan is indicative and has been developed to show residents how the regeneration could be phased. This plan is subject to change.

#### Phasing Principles

If the regeneration plans do go ahead, the council would work with residents and the local community to agree the final phasing plan. The principles of any future phasing plan are detailed below:

- **Involving residents**  
The council will talk to residents about the phasing plan as it is developed and will ensure residents are fully informed about what will be happening and when.
- **Keeping the Community Together**  
Any future phasing plan and the policy for allocating the new homes will aim to ensure that neighbours and support networks are able to move together where appropriate so that the community and support networks can be kept intact.
- **One Move only (where possible)**  
The council is committed to minimising disruption for residents, we will therefore aim to ensure that any future phasing plan allows residents to move once- from their current home into a new home. Temporary moves may be required but we will aim to minimise these.
- **Safe and secure environment**  
If the regeneration does go ahead, we recognise that your life does not stop whilst the building work is happening. We are fully committed to ensuring that disruption is kept to a minimum and that security of existing residents is an absolute priority.  
We will ensure that any building sites would be kept secure and that any future development partner and contractors are signed up to the Considerate Constructors Scheme.
- **Land for community use/events**  
We will aim to ensure that during the building work any vacant land that becomes available and is not yet needed for development is used in a creative way for the good of the community. In other estate regeneration projects this has seen resident-led temporary gardens and cultural and play facilities emerging.

**Our absolute priority will be to ensure that the community and neighbourhood continues to flourish while the new homes are being built around it.**

## FOR FURTHER INFORMATION

If you have any questions about the information contained within this guide please contact Sarah Lovell, Area Regeneration Manager, by email [sarah.lovell@haringey.gov.uk](mailto:sarah.lovell@haringey.gov.uk) or call 020 8489 2025.



**Haringey** Council

# HIGH ROAD WEST REGENERATION PROPOSALS

## LEASEHOLDER GUIDE

THIS DOCUMENT PROVIDES INFORMATION FOR LEASEHOLDERS  
WHO OWN A PROPERTY ON THE LOVE LANE HOUSING ESTATE

## Dear Leaseholder

As you will be aware, the council is developing a masterplan and regeneration proposals for the High Road West area. This area includes the following properties on the Love Lane estate: Charles House, Ermine House, Moselle House, 2-32 Whitehall Street, 3-89 Whitehall Street, 4-18 Brereton Road, 2-28 Orchard Place, 9-39 White Hart Lane and Kathleen Ferrier Court.

The council believes that including the Love Lane Estate in the masterplan proposals, and agreeing the masterplan, will bring far reaching benefits, including new homes, job opportunities, new community and health facilities not only for Love Lane Estate residents but for the whole borough, but we want to consult with residents and the local community before making a final decision.

If the masterplan is agreed and the regeneration proposals go ahead then we will need to purchase all leasehold properties on the estate. This guide is for leaseholders on the Love Lane Estate and sets out our commitments, provides an overview of how we will purchase your property, what your options are for purchasing a new home and how we will support you through the whole process.

At present this is a draft guide for leaseholders. This guide is just a starting point. It will be developed further as negotiations with the Love Lane Residents Association on the Residents' Charter progress and more detail about the potential regeneration scheme is developed.

This guide is for all leaseholders, however, there are special rules if you are a resident leaseholder and these can be found at page 8.

This guide is based on three key themes which were raised in the Love Lane Residents' Charter:

**Choice:** *We want to ensure the regeneration provides better housing choice for the community. We will ensure that resident leaseholders have a range of re-housing options to choose from, including, purchasing an affordable home within the High Road West area to ensure the community can be kept together.*

**Fairness:** *We will be open, transparent and fair when developing and delivering the regeneration proposals. We aim to ensure that no leaseholder is worse off as a result of the regeneration proposals and that a fair valuation process is established and fair compensation is offered.*

**Better housing:** *We want to ensure that resident leaseholders have the opportunity to purchase better quality housing which meets their and their families needs.*

If you have any questions on the information provided in this guide please contact Sarah Lovell, Area Regeneration Manager, by calling 020 8489 2025 or emailing [sarah.lovell@haringey.gov.uk](mailto:sarah.lovell@haringey.gov.uk). Sarah will be able to talk you through the information and arrange for a home visit.

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- Section 1 – Our commitments to all leaseholders
- Section 2 – Purchasing your property and the valuation process
- Section 3 – Resident leaseholders – re-housing options and compensation
- Section 4 – Non-resident leaseholders – compensation
- Section 5 – The new homes in the regeneration area
- Section 6 – Phasing principles

### IMPORTANT INFORMATION

There are two different categories of leaseholders living on the Love Lane estate. The re-housing options and compensation package available to you will depend on what type of leaseholder you are. The two categories of leaseholder are detailed below:

You are a **resident leaseholder** if you have lived in your property for over one year from the date the masterplan is agreed. For example, if the masterplan were to be agreed on the 1st December 2014 then you would be a resident leaseholder if you were living in your property from that date until at least the 1st December 2015.

You are a **non-resident leaseholder** if you do not live in your property and have not lived in the property for a year prior to the masterplan being agreed. For example, if the masterplan were to be agreed on the 1st December 2014 then you would be a non-resident leaseholder if you hadn't been living in your property from at least the 1st December 2013.

## SECTION ONE

# OUR COMMITMENTS TO ALL LEASEHOLDERS

If the High Road West masterplan is agreed and Love Lane Estate is included within the regeneration plans then all properties on the Estate will need to be demolished and new high quality replacement homes will be built. This will mean that the council will need to purchase all leasehold properties on the Estate.

If this happens the council is committed to the following:

### **Regular, honest communication**

We will provide you with regular, honest communication about the regeneration proposals throughout the regeneration period. We will also provide you with dedicated points of contact so you know who you can go to with any questions or queries you may have.

### **Working together**

We are committed to working with residents to ensure that you influence and benefit from the regeneration proposals. This will include working with individual residents and the Love Lane Residents Association. We will continue to work with the Love Lane Residents' Association to develop the Love Lane Residents' Charter and will be looking to maximise ways residents can influence the regeneration proposals.

### **Dedicated officer**

We will ensure that each household has a dedicated officer to help with every step of the purchasing process. The officer will meet with you on a one-to-one basis to get to know you and your families' needs and requirements, inform you of the advice you may wish to seek and how to access this advice and answer any questions or queries you may have.

### **Independent advice**

We will continue to fund the Independent Tenant and leaseholder Advisor (ITLA) for the Love Lane Estate. The ITLA will continue to work with you to provide impartial advice and support about the regeneration and re-housing process.

We will also ensure that you have access to the appropriate independent, professional and technical advice that you may require throughout the process- this may include valuation and legal advice.

### **Additional support for you and your family**

We recognise the stress that the regeneration process can put on you and your family. We are therefore committed to providing additional support – beyond the dedicated re-housing officer and Independent Advisor, to ensure that you and your family are fully supported throughout this process. This will include organising events and activities, such as organising for you to talk to residents and children who have been affected by similar regeneration schemes, organising skills and training opportunities and working with other services such as schools and the health service to ensure you and your whole family are supported.

### **You will not be financially worse off**

We are committed to the principle that leaseholders should not be in a financially worse position as a result of the regeneration scheme. As the council will be purchasing your property it is important that you do not have to incur any costs because of the process.

### **Developing a range of affordable housing products**

We are committed to keeping the community together and will therefore develop options to allow resident leaseholders the opportunity to purchase an affordable property within the area and will work with residents to explore the options available.

### **Being equitable and transparent**

We are committed to being open, equitable and transparent in the process of purchasing your property.

## SECTION TWO

# PURCHASING YOUR PROPERTY AND THE VALUATION PROCESS

### Meeting with your dedicated officer

If the masterplan is agreed, the council will allocate you a dedicated officer. The officer will come and meet with you on a one-to-one basis to explain your options, understand your requirements and answer any questions you may have about the process. All information discussed with your officer would be treated as confidential.

### When will you need to purchase my property?

Your dedicated officer will keep you fully informed and updated about when we will need to purchase your property.

As the council does not yet have a development partner we will not have to purchase your property for quite some time. However, we appreciate that some leaseholders may not want to stay in the area and want to sell their property. The council will therefore consider whether to start purchasing properties on the Love Lane Estate once the masterplan is agreed.

The council will have an allocated pot of funds to purchase properties and there will be a clear policy which will determine which properties the council should prioritise for purchasing. This will prioritise resident leaseholders over non-resident leaseholders and prioritisation will work in the following way:

- Leaseholders who want to sell because they are in financial difficulty and whose property is in phase 1 (at present these properties are Ermine House, 2–32 Whitehall Street, 3–89 Whitehall Street, 4–18 Brereton Road, 2–28 Orchard Place).
- Leaseholders who want to sell because they are in financial difficulty and whose property is in phase 2 (at present these are Charles House, Moselle House and 9–39 White Hart Lane).
- Leaseholders who would like to sell and have no financial difficulty and whose property is in phase 1.
- Leaseholders who would like to sell and have no financial difficulty and whose property is in phase 2.

*Please note: If resident leaseholders choose to sell their property and move now, they will not be eligible for one of the new replacement homes which will be built for residents leaseholders in the development. Our aim is that resident leaseholders who want to purchase a new home in the regeneration area will be able to stay in the area, and move once- from their current home into their new home.*

### Who will value my home?

The council will organise for a qualified chartered surveyor to value your home.

## **How is the value assessed?**

Your home will be valued at market value in a 'no scheme world'.

No scheme world means that the value will be assessed on the assumption that the regeneration is not proceeding. The principle is that you should not be better or worse off than before the regeneration proposals.

Market Value reflects the condition of the property at the date of valuation and, for example, will reflect:

- The internal condition and size
- External condition
- Internal improvements to the property such as new bathrooms and kitchens
- The location of the property and amenities within the area such as transport links, shops and services
- The housing market in the immediate area, including recent sale prices

## **What if I do not agree with the value?**

If you disagree with the council's valuation of your home, you can obtain your own valuation using an independent chartered surveyor. There will then be a negotiation between your valuer and the council's valuer.

The council will pay your reasonable costs for obtaining such advice. You can find an independent chartered surveyor by contacting the Royal Institute of Chartered Surveyors (RICS). Their web-site is [www.rics.org](http://www.rics.org) and their telephone number is 0870 333 1600.

If agreement cannot be reached between your surveyor and the council, then the council will agree to a third party arbitration process.

### Resident Leaseholders

## Resident Leaseholders

Your dedicated officer will be a re-housing officer. Your re-housing officer will meet with you on a one-to-one basis to explain the process, your options and the compensation that will be available to you. They will then help you with every step of the process.

If you are a resident leaseholder you will:

- Be offered the market value of your home
- Receive a 10% Homeloss Compensation
- Be offered the opportunity to purchase a new affordable replacement home in the regeneration area

Resident leaseholders can choose from the following re-housing options:

- Option 1 Purchase a new home in the High Road West area
- Option 2 Purchase a low cost home ownership property built by the council
- Option 3 Leasehold Swap
- Option 4 Purchase a property elsewhere

### Value of your home and compensation

As the council will be purchasing your property, it is important that you do not have to incur any costs because of the process.

### Valuing your property

Resident leaseholders will receive the market value for their home. The valuation process is explained in detail in section 2.

### Home Loss Compensation

As a resident leaseholder, as well as the market value for your home you will be 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 £4,700 and a maximum of £47,000.

*To claim home loss compensation, you must have lived in your property as your sole and principal home for at least one year.*

### Disturbance Payments

In addition to the home loss payment, you would be entitled to a Disturbance Payment to compensate you for the move. Payments should be reasonable and include, but are not restricted to, the following:

- Removal expenses
- Legal fees arising from the sale of your property and the acquisition of a replacement property
- Surveyor fees arising from the acquisition of a replacement property
- Re-direction of mail

## Resident Leaseholders

- Alterations to furnishings, e.g. carpets and curtains
- Disconnection and re-connection of services and appliances
- Moveable fixtures and fittings
- Special adaptations previously assessed as required in the new property
- Mortgage redemption and arrangement fees
- Stamp Duty on your new property (up to the agreed value of your home sold to the council)

### Decent Homes Compensation

Some properties on the Love Lane Estate are currently having some Decent Homes work completed. These works need to be undertaken as we have a duty to maintain the estate and no decision on the future of the estate has yet been made. If the masterplan is agreed we will develop a policy to compensate leaseholders for Decent Homes Works they have paid for, if the works are not reflected in the value of the property.

### Your re-housing options

You will be able to talk to your re-housing officer about your requirements and which re-housing option is best for you. Whether you choose to move in or out of the development area, the officer will be able to offer support and advice throughout the whole move process.

### Option 1: Purchase a new home in the High Road West area

We want resident leaseholders to have the opportunity to stay in the area so that the community can be kept together and you are able to benefit from the improvements being undertaken.

We will therefore be seeking to provide affordable homes within the High Road West regeneration area for you to purchase.

At present, we do not have a development partner so we cannot confirm the type of affordable housing model we will be able to offer you. However, below are examples of the types of affordable housing models which we will be seeking to secure as part of the regeneration:

#### Shared equity

Shared equity homes are being offered to leaseholders affected by regeneration across London. The typical process for a shared equity scheme is detailed below.

To purchase a shared equity home, resident leaseholders would use the funds from the sale of their existing property (market value plus 10%) to buy a property in the new development. This includes continuing to invest the same level of mortgage borrowing they hold in their current property.

If the cost of the new property is higher than the amount received from the council for their existing property, then the council, housing authority or development partner, would hold on to a share of the new property. No rent or interest would be charged on the share of the property that the council holds.

*Continued overleaf*

## Resident Leaseholders

Under this arrangement leaseholders can purchase a new, higher value property without increasing their existing level of borrowing. If leaseholders want to invest more in the new property as well as the proceeds from the sale of their existing home then leaseholders are able to do so.

Leaseholders have the opportunity to increase their share in the property over time by gradually buying up the council's equity share.

### Can leaseholders sell a shared equity home?

Yes. If leaseholders decide to sell the new property they would keep their share of the proceeds and the council would keep its share. Any increase in value that may have occurred during their ownership of the property would be shared between the leaseholder and the council according to the proportion of equity owned by each party.

So, if the leaseholder owned 75% of the property, they would get 75% of the value including any increase in value.

## Shared ownership

Shared ownership homes are being offered to leaseholders affected by regeneration across London. The typical process for a shared ownership scheme is detailed below.

Shared ownership is a way of part-owning, part-renting a property.

To purchase a shared ownership home, you would typically use the funds from the sale of your existing property (market value plus 10%) to buy a property in the new development. Typically, you buy a stake which is between 25% and 75% of the market value of your property with a mortgage.

You pay rent on the remaining share of the property, which can be owned by the local authority, housing association or development partner.

The rent you pay can be up to 3% of the value of the share in the property that you do not own. Shared ownership properties are leasehold properties (similar to 'Right to Buy'), meaning you will own the lease on them for a fixed period of time, typically 99 years.

You also have to pay a service charge for the property, which is usually charged on a monthly basis

### Can I buy extra shares in my home later?

Yes. Shared ownership schemes offer you the option of increasing your percentage stake in the equity of your home as and when you can afford to. This is called staircasing. The cost of increasing your share will depend on the value of the property at the time.

### What happens if I want to sell the property?

You can sell your shared ownership property at any time but the owner of the remaining share in the property has the right to find a buyer for your home, if it still owns a share of it and to buy it back first.

## Resident Leaseholders

### **Option 2: Purchase a low-cost ownership home built by the council**

The council is building new council and affordable homes across the borough. The first of these new homes will be available from 2017.

If you would like to purchase one of the new affordable homes being built you will be able to do so. Your dedicated re-housing officer will be able to discuss with you the types of new low cost home ownership properties that will be available and the location of these new homes.

### **Option 3: Leasehold swap**

If you would like to move away from the regeneration area, you may wish to explore a leasehold swap. A leasehold swap is when the council tries to find you a council owned property of a similar value elsewhere in the borough.

### **Option 4: Purchase a property elsewhere**

If you would like to purchase a property elsewhere, you will be able to use the value of your property and the compensation and disturbance costs outlined above to find yourself alternative accommodation elsewhere.

### Non-Resident Leaseholders

#### Non-Resident leaseholders

If you are a Non-Resident leaseholder you will have a dedicated officer who will be able to assist and advise you throughout the process. The officer will meet with you on a one-to-one basis. All information discussed with your officer would be treated as confidential.

Non-Resident leaseholders will:

- Receive the market value of your home
- Receive 7.5 % basic loss payment
- Receive compensation for any reasonable costs incurred as a result of purchasing a new property in the UK.

#### Value of your property

You will receive the market value for their home. The valuation process is explained in detail in section 2 of this document.

#### Basic loss payment

You would receive a basic loss payment to compensate you for the loss of your property. The figure is set by the Government and is currently 7.5% of the market value of your interest in a 'no-scheme' world.

#### Reimbursement of reasonable costs

You will be entitled to reimbursement of reasonable incidental expenses of acquiring a replacement property in the UK within 1 year.

#### Decent Homes Works Compensation

Some properties on the Love Lane Estate are currently having some Decent Homes Works completed. These works need to be undertaken as we have a duty to maintain the estate and no decision on the future of the estate has yet been made. If the masterplan is agreed we will develop a policy to compensate leaseholders for Decent Homes Works they have paid for, if the works are not reflected in the value of the property.

#### Your tenant

It is important to note that the council is under no formal obligation to rehouse your tenant or any other occupant in the property. Re-purchase of your property by the council will only be concluded on a property that is vacant.

## SECTION FIVE

### THE NEW HOMES BUILT IN THE REGENERATION AREA

- Approximately 1,200 new homes will be built in the regeneration area- this will include replacement homes for secure council tenants and resident leaseholders
- 10% of the new homes in the redevelopment area will be wheelchair accessible
- All new replacement homes will have the necessary adaptations that residents need for any medical conditions they may have
- The new homes will be a mix of houses, flats and maisonettes and a mix of 1, 2, 3 and 4 bed properties
- There will be a mix of social, affordable, private rented and private for sale homes
- The external design of these homes will mean that you could not differentiate between the social, affordable, private rented, or private for sale homes.

#### Design of the new homes

As a minimum the new homes will be built to the London Housing Design Guide Space Standards. This standard is a minimum standard for the size of the rooms within new homes. The Standard was agreed in 2012 (as part of the London Housing Supplementary Planning Guidance) to prevent small homes being delivered.

#### Design Panel – help design your new home

To ensure that residents are fully involved in the design and specification of the new homes we will establish a joint Design Panel with Love Lane residents and the future development partner. This panel will help influence the design, layout and specification within the new homes.

As well as the design panel, we aim to ensure that every tenant gets a choice of having a lounge/ diner or a kitchen/ diner, and gets to choose from a range of colour and product types.

There will be show homes available to view in the scheme, and you will be able to view your new home on plan, in a model and closer to the time of completion you will be able to have a tour of the property.

#### Council Tax levels

The level of Council Tax due in your new home will be set by the Valuation Office. The council has no control over this.

## SECTION SIX

### PHASING

If the regeneration plans go ahead, it will take place in phases over a number of years. It is likely that the regeneration of the whole High Road West area will take up to 15 years. It will be at least two years before anything is built in the High Road West area and the regeneration process is started. This is because several things need to happen, this includes; agreeing the masterplan, securing a development partner, obtaining detailed planning permission and the necessary consents.

A first draft of the potential phasing plan for the High Road West Scheme can be found in the High Road West Masterplan Information Pack. This plan is indicative and has been developed to show residents how the regeneration could be phased. This plan will be subject to change.

#### Phasing Principles

If the regeneration plans do go ahead, the council would work with residents and the local community to agree the final phasing plan. The principles of any future phasing plan are detailed below:

- **Involving residents**

The council will talk to residents about the phasing plan as it is developed and will ensure residents are fully informed about what will be happening and when.

- **Keeping the community together**

Any future phasing plan and the policy for allocating the new homes will aim to ensure that neighbours and support networks are able to move together where appropriate so that the community and support networks can be kept intact.

- **One move only (where possible)**

The council is committed to minimising disruption for residents, we will therefore aim to ensure that any future phasing plan allows residents to move once- from their current home into a new home. Temporary moves may be required but we will aim to minimise these.

- **Safe and secure environment**

If the regeneration does go ahead, we recognise that your life does not stop whilst the building work is happening. We are fully committed to ensuring that disruption is kept to a minimum and that security of existing residents is an absolute priority.

We will ensure that any building sites would be kept secure and that any future development partner and contractors are signed up to the Considerable Constructors Scheme.

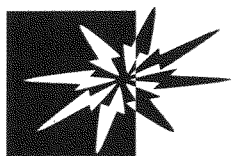
- **Land for community use/events**

We will aim to ensure that during the building work any vacant land that becomes available and is not yet needed for development is used in a creative way for the good of the community. In other estate regeneration projects this has seen resident-led temporary gardens and cultural and play facilities emerging.

**Our absolute priority will be to ensure that the community and neighbourhood continues to flourish while the new homes are being built around it.**

## FOR FURTHER INFORMATION

If you have any questions about the information contained within this guide please contact Sarah Lovell, Area Regeneration Manager, by email [sarah.lovell@haringey.gov.uk](mailto:sarah.lovell@haringey.gov.uk) or call 020 8489 2025.



**Haringey** Council

**Tottenham**

# **HIGH ROAD WEST REGENERATION PROPOSALS**

PRIVATE TENANT GUIDE

**THIS DOCUMENT PROVIDES INFORMATION FOR PRIVATE TENANTS  
RENTING A PRIVATE PROPERTY ON THE LOVE LANE ESTATE.**

## Introduction

The council is developing a masterplan and regeneration proposals for the High Road West area. Developing a masterplan is the best way to ensure we can bring the changes people have told us they want to the area, including more high-quality housing, better jobs and employment opportunities, tackling crime and anti-social behaviour, and improving community and leisure facilities.

If the masterplan is agreed and the regeneration proposals go ahead then we will need to demolish some properties within the High Road West area. The properties affected include homes on the Love Lane Estate, 731-759 High Road and 6a-30 White Hart Lane and 44-50 WHL White Hart Lane.

This guide sets out what will happen if the regeneration does go ahead and our commitments to support private tenants through this process.

At present this is a draft guide for private tenants. This guide will be agreed by the council if the masterplan is agreed.

If you have any questions or queries about the information within this guide, please contact Sarah Lovell, Area Regeneration Manager, by emailing [sarah.lovell@haringey.gov.uk](mailto:sarah.lovell@haringey.gov.uk) or telephoning on 020 8489 2025.

## **Commitment 1 – We are committed to ensuring that you are fully involved in the regeneration proposals and regularly updated.**

We will meet this commitment in the following ways:

### **Regular honest communication**

We will provide you and your landlord with regular, honest communication about the regeneration proposals throughout the regeneration period. We will also provide you with dedicated points of contact so you know who you can go to ask any questions or queries you may have. This will include Sarah Lovell, the Area Regeneration Manager.

### **Working together**

We are committed to working with residents to ensure that you influence the regeneration proposals.

## **Commitment 2 – We are committed to ensuring that you have access to free support and independent advice**

### **Re-housing officer**

We will ensure that each household has access to a dedicated re-housing officer to help you develop a re-housing plan. The re-housing officer will meet with you on a one-to-one basis to get to know you and your families' needs and requirements, they will be able to keep you fully informed about the re-housing process and the re-housing options available to you.

### **Independent Tenant and Leaseholder Advisor**

If you are a private tenant on the Love Lane Estate you will have access to the Independent Tenant and Leaseholder Advisor (ITLA) for the Love Lane Estate- Strategic Urban Futures. The ITLA will continue to work with you to provide impartial advice and support about the regeneration and re-housing process.

### **Haringey Housing Service**

Eligible residents will also have access to Haringey's Housing services, which will provide support in finding suitable accommodation. This will include support finding suitable private rented accommodation. Further information and advice can be found at: [www.haringey.gov.uk/housingoptions](http://www.haringey.gov.uk/housingoptions)

## Commitment 3 – Work with you to ensure that you are able to access alternative housing

### Timely re-housing advice

The council will not need to purchase properties in the area for quite some time at least 2- 5 years. We will ensure that your dedicated re-housing officer will keep you regularly updated about the regeneration process and when we will need to purchase your landlords property. We will provide you with timely re-housing advice to ensure that you are fully prepared for the move process and that you have a re-housing plan in place in advance of your move.

However, your landlord may want to sell their property early. It is important that you keep in contact with your landlord. Once your landlord has told you that they wish to end your tenancy you should inform re-housing officer at the soonest opportunity so that they can provide you with advice.

### Private rented accommodation within the regeneration area

New private accommodation will be available to rent in the regeneration area. At present the council does not know what the rent levels will be for these properties. If you are interested in renting one of these properties please inform your re-housing officer and they will be able to record your interest.

### Haringey Housing Service

As mentioned above, eligible residents will also have access to Haringey's Housing services, which will provide support in finding suitable accommodation. This will include support finding suitable private rented and intermediate accommodation. Further information and advice can be found at [www.haringey.gov.uk/housingoptions](http://www.haringey.gov.uk/housingoptions)

### Further information

If you would like any further information or have any questions about the information provided within the guide please contact Sarah Lovell, Area Regeneration Manager, on [Sarah.lovell@haringey.gov.uk](mailto:Sarah.lovell@haringey.gov.uk) or call 020 8489 2025.



**Haringey** Council



# ***Estate Renewal: Our Commitments***

*Estate Renewal  
Rehousing and Payments Policy*

# Estate Renewal Rehousing and Payments Policy

## Contents

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## **1 Introduction**

This policy updates the Council's previous Estate Renewal and Payments Policy which was approved in July 2016. It includes new commitments to tenants and leaseholders who are required to move because their home is being demolished as part of an estate renewal scheme. The policy will apply to all schemes where there are at least 20 existing homes on Council housing estates, to Haringey Development Vehicle (HDV) schemes and will be extended to Housing Association tenants and leaseholders where the Council is leading, or determines that it has a strategic interest in, an estate renewal scheme. The policy may also be applied to smaller schemes where the Council determines that it is appropriate to do so. The expectation is that in most cases it will be applied.

The Council is committed to giving residents a stake in growth. With major estate renewal currently underway or being considered for High Road West, Northumberland Park and the Wood Green area, the policy has been updated to clarify the Council's offer to residents.

The Council wants to ensure established communities are able to remain in the area and benefit from estate renewal schemes. To achieve these aims, this document sets out the Council's commitments to tenants, leaseholders and freeholders who are required to move due to an estate renewal scheme, including their Right to Return to a new home in the renewal area either directly or, where needed, with interim accommodation elsewhere.

The Policy also sets out the Council's commitments on affordability, ensuring that all tenants, leaseholders and freeholders get full compensation if they have to move and that they have an offer of a new home that ensures they are not financially worse off as a result of the renewal scheme.

These commitments represent a benchmark - the guaranteed minimum offer to all tenants, leaseholders and freeholders on renewal schemes and received overwhelming support during the 10-week consultation period. These offers can be expanded or extended where this can be accommodated and is appropriate within any particular scheme subject to Cabinet decision, but this Policy sets out a clear set of commitments to ensure all existing residents benefit from estate renewal in Haringey.

This policy came into force on 27 October 2017 and will only apply to moves made on or after this date. The policy does not replace any commitments on estate renewal schemes made prior to this policy coming into force unless the terms of those commitments are less than those offered in this policy.

## 2 The Council's Commitments to Residents

### ***Secure and Assured Tenants***

The Council makes the following commitments to tenants who need to move because of an estate renewal scheme led by the Council:

- **No tenant will be financially worse off as a result of estate renewal**

*This means that tenants will receive at a minimum:*

- A Home Loss payment of £6,100 (as at October 2017)
- A disturbance payment to cover the costs of moving

- **All tenants will have a guaranteed Right to Remain or Return on equivalent terms**

*This means that tenants will have:*

The right to move to, or return to a replacement home in the new development should they wish to do so and that:

- The new home will have an equivalent tenancy at an equivalent rent
- The new home will be appropriately sized for them and any dependants they live with, including incentives for those who move to a smaller property
- Family members living with them will not lose succession rights as a result of having to move due to Estate Renewal
- Council Tenants will retain the Right to Buy, although this may not apply for some Housing Association and HDV schemes

- **All tenants who wish to move away will be supported to do so**

*This means that tenants who wish to move away will be offered:*

- Priority to move to a comparable home in the borough
- An appropriate sized home for them and any dependants they live with, and incentives for those who move to a smaller property

The above commitments are set out in detail in sections 5 and 6 of this document and are subject to qualifying criteria and Government regulations. A fuller explanation of the commitments on the Right to Return and affordability is set out in section 4.3.

**Each estate renewal scheme will be required to at least match these commitments, but may go above and beyond this offer where practical and appropriate.**

## **Resident Leaseholders and Freeholders**

The Council makes the following commitments to resident leaseholders and freeholders who need to move because of an estate renewal scheme led by the Council

- **No resident leaseholder or freeholder will be financially worse off as a result of estate renewal**

*This means that resident leaseholders and freeholders will get at a minimum:*

- The full market value for their current property
- A Home Loss payment, 10% of the market value with a minimum of £6,100 and a maximum of £61,000 (as at October 2017)
- A disturbance payment to cover the costs of moving

- **All resident leaseholders and freeholders will have a guaranteed Right to Return**

*This means that resident leaseholders and freeholders will have:*

- The right to purchase a replacement home in the new development should they wish to do so
- For leaseholders or freeholders who can afford to buy at least 60% of a replacement home, an Equity Loan offer will be made
- For leaseholders or freeholders who cannot afford to buy 60% but can afford to buy at least 25% of a replacement home, a Shared Ownership offer will be made, with no rent payable on the first 40% of the value of the property or on the share they own
- For leaseholders or freeholders who cannot afford to buy even 25% of a replacement home, the Council will review each case on its merits to provide the most suitable housing offer they can afford

- **All resident leaseholders and freeholders who wish to move away will be supported to do so**

*This means that resident leaseholders and freeholders will have:*

- Practical support and advice to purchase a replacement home elsewhere in the borough if they wish to do so
- For leaseholders or freeholders who cannot afford to buy a replacement home in the borough outright, an Equity Loan offer will be made elsewhere in the borough where they pay no rent on the equity they do not own, as long as they can afford 60% of the replacement home

The above commitments are set out in detail in sections 5 and 6 of this document and are subject to qualifying criteria and Government regulations. A fuller explanation of the commitments on the Right to Return and affordability is set out in section 4.3.

**Each estate renewal scheme will be required to at least match these commitments, but may go above and beyond this offer where practical and appropriate.**

### ***Non-resident Leaseholders and Freeholders***

The Council makes the following commitments to non-resident leaseholders and freeholders whose property is demolished because of an estate renewal scheme led by the Council:

- **No non-resident leaseholder or freeholder will be financially worse off as a result of estate renewal**

*This means that non-resident leaseholders and freeholders will get:*

- The full market value for their current property
- The statutory basic loss payment of 7.5% of the agreed value of the property, up to a maximum of £75,000 (as at October 2017)
- Compensation for the reasonable costs involved in purchasing another property in the UK

The above commitments are set out in detail in sections 5 and 6 of this document and are subject to qualifying criteria and Government regulations.

### **3 General Principles and Discretion**

3.1 This policy sets out the payments and rehousing options that the Council guarantees for all residents. The aim of this policy is to achieve the outcomes set out below, and the application of this policy on individual schemes should always seek to do this.

- These commitments are the minimum that all residents are guaranteed, but the Council expects every scheme to seek to go beyond these where it can.
- The policy aims to ensure that there is an offer of a home in the renewal area that is the right size and is affordable to the resident. The offer may not necessarily be an exactly like for like offer in every case.
- These offers are made in order to help people who want to stay to afford to do so. They may not always be available to those who choose to leave the area.
- As far as possible owners with Equity Loans should be treated as having all the rights and responsibilities of any other home owner in the borough.
- The policy aims to ensure that estate renewal schemes never disadvantage existing residents. It does not seek to resolve other problems, which are not caused by the scheme itself, such as people's existing financial problems or costs that are beyond the Council's control.
- Although the Council expects every scheme to seek to go beyond these guaranteed minimums, offers that are overly generous to any one group of residents should be avoided where this imposes an unacceptable cost on, or reduces the quality of the scheme for, other groups of residents.
- The commitments in this Policy will apply to all relevant estates. Neither the Council nor any developer in Haringey can waive these commitments. Any decision to waive some or all of these guarantees can only be made by the residents themselves.

#### 3.2 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 above.

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 on individual cases where the specific circumstances would lead to outcomes which are not in keeping with these principles.

## **4 Application of this Policy**

### **4.1 Where and when does this policy apply?**

The Policy sets out the rehousing and payments framework for all residents who are required to move because their homes are being demolished as part of an estate renewal scheme led by Haringey Council. It also applies to all schemes led by the Haringey Development Vehicle and to Housing Association schemes where Haringey Council determines that it has a strategic interest in the scheme.

The Policy will be applied following a formal Council decision to implement an estate renewal project following statutory section 105 resident consultation, although the Council may decide to make 'early offers' to tenants or leaseholders prior to this decision formally being made. Consultation and discussion with residents will have happened before this decision is taken.

The Policy will apply to all schemes where 20 or more homes are being redeveloped. However, although the commitments in this policy are only guaranteed for schemes of over 20 homes, the Council will aim to deliver all these commitments in full on every scheme, where this is practical and appropriate.

The implementation date for rehousing priority will be determined at a local level and will be set by the Director of Housing & Growth in consultation with the Cabinet Member for Housing, Regeneration and Planning.

The effective date will act as the trigger for "rehousing status" (also called decant status) under the Housing Allocations Policy and Band A priority status being awarded to households eligible for rehousing under this policy.

The Policy will be applied both to permanent moves and to temporary moves where the resident has to move more than once while awaiting a replacement property to become available.

This policy will not apply in cases of emergency repairs or where there are major works being carried out which require residents to move out for short periods. These cases will be covered by the relevant aspects of the existing Council policies and procedures.

All schemes meeting these criteria will be required to abide by the commitments in this policy. These guarantees cannot be withdrawn or changed by the Council or developers and can only be waived if residents themselves decide to waive the rehousing commitments on an individual scheme. However, should residents choose to take this option, statutory rights will still remain and cannot be waived.

This policy came into force on 27 October 2017 and will only apply to moves made on or after this date. The policy does not replace any commitments on estate renewal schemes made prior to this policy coming into force unless the terms of those commitments are less than those offered in this policy.

## **4.2 To whom does this policy apply?**

Subject to the criteria above, this policy sets out payments and rehousing options for:

- Secure Council tenants
- Assured or Secure tenants of Housing Associations including Fixed Term and Introductory Tenants
- Leaseholders and Freeholders who own a property in a renewal area

This policy does not offer payments or rehousing options for other residents including:

- Private tenants of affected leaseholders/freeholders
- Council or Housing Association tenants who hold a tenancy which is not an Assured Tenancy, Secure Tenancy or Introductory Tenancy
- Tenants or Licensees who have been placed in the property on a temporary basis eg under a homelessness or a temporary housing duty
- Non-authorized residents such as sub-tenants, lodgers and licensees
- Squatters
- Leaseholders with less than three years unexpired term on the lease
- Any other private rented sector tenant.

For the purpose of the payments set out in this policy, a resident leaseholder is defined as a leaseholder or freeholder who has lived in the dwelling, or a substantial part of it, as their only or main residence, for a period of not less than one year ending with the day they have to move out.

Resident leaseholders will be able to benefit from the rehousing offers such as Equity Loans and Shared Ownership.

## **4.3 Ensuring the Right to Return and affordability**

Haringey Council recognises the significant impact of estate renewal schemes on residents when their homes are being demolished. Many residents have strong connections to their local area and wish to remain there and Haringey Council is committed to supporting this. A range of options will be made available to ensure those who wish to remain in or close to the renewal area can do so and those who wish to move elsewhere in Haringey are enabled to do so.

The policy offers a Right to Return which includes the right to move directly to a new home in the renewal area and a single move should be the preferred option wherever it is possible. Where people have to leave the renewal area temporarily, they will be offered the Right to Return, once the new homes are built. Those tenants who take up this offer will then have first refusal on an appropriate new home when it becomes available. If the offer of that new home is refused, the Right to Return is deemed to have ended. Where a resident has chosen to move to a new home out of the borough, the Right to Return would no longer apply. The rules on the size of homes for which they are eligible on return are the same as those set out below for the main rehousing offer.

Haringey Council is also committed to ensuring that no resident should be financially worse off as a result of the renewal scheme. But this does not necessarily mean that

every tenant, leaseholder and freeholder will pay exactly the same housing costs after the move as they did before the move.

For tenants, existing rules on social rents are quite complex. Social rent levels can vary between different social landlords and even within any landlord's stock, as they do for Council tenants. Rents also vary between property sizes and are subject to changing Government policy. This means that rents will change for some tenants, particularly if they move to larger or smaller homes, or change landlords, as a result of the renewal scheme. The commitment that no tenant will be financially worse off as a result of the renewal scheme is deemed as being met by ensuring that a home is available on the scheme at an equivalent rent, and by the payment of the Home Loss and Disturbance payments to cover tenants' costs. The commitment to ensuring that the new home is at an equivalent rent means that the rent for the new property will be calculated on the same basis as their current rent. Where a tenant is on a social rent, this means that the new rent will also be a social rent, calculated according to the rent policies of the new landlord, not for example an "Affordable Rent" at up to 80% of market rents.

For resident leaseholders and freeholders, 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 be different at different properties. As with tenants above, this means that housing costs will change for some leaseholders and freeholders, particularly if they move to larger or smaller homes. The commitment that no leaseholder or freeholder will be financially worse off as a result of the renewal scheme is deemed as being met by the provision of Home Loss and Disturbance payments to cover the costs of moving 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 or through Shared Ownership, either within or outside the estate renewal scheme.

For both tenants and 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 developers 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 covered in, or part of, the commitment that no tenant or leaseholder will be financially worse off as a result of the renewal scheme.

For non-resident leaseholders and freeholders, the commitment that no leaseholder or freeholder will be financially worse off as a result of the renewal scheme is deemed as being met by the statutory provisions.

## 5 Payments policy

### Payments available

Payments will be made under three categories – Home Loss Payments, Disturbance Payments and the Purchase of the Property. These payments are summarised in the following table:

Payment	Description	Available to:
Home Loss Payments	A lump sum payment to compensate for the need to move.  Amount set by the Secretary of State and updated annually	Secure tenants Assured tenants
	A lump sum payment to compensate for the need to move.  Amount equal to 10% of the property value subject to minimum and maximum thresholds set by the Secretary of State and updated annually	Resident leaseholders Resident freeholders
Disturbance Payments	Payment for costs of moving home includes costs such as removal fees, disconnection and reconnection of services, inbuilt furniture etc.  Claimants can choose a lump sum payment, or to submit receipts for each expense.	Secure tenants Assured tenants Resident leaseholders Resident freeholders
Purchase of the Property	Payment for a leaseholder / freeholder's home.  The Council will pay full market value for the property.	All leaseholders & freeholders
Reasonable costs of purchasing a new property	Costs for purchasing a new property.  Includes conveyancing costs, stamp duty, solicitor/legal fees etc.	All leaseholders & freeholders
Basic loss payments	A lump sum payment for basic loss of property.  Value is set at 7.5% of the property value, up to a maximum of £75,000.	Non Resident leaseholders

## **5.1 Home Loss Payments**

Home Loss Payments are statutory payments, which are paid to freeholders, leaseholders and tenants following a compulsory purchase order or displacement by housing orders as detailed in Sections 29-33 of the Land Compensation Act 1973.

To qualify, the property must be the claimant's only or main residence for a year prior to the date of displacement.

Home Loss payments are subject to maximum and minimum thresholds and are reviewed annually by the Secretary of State. The payments below are correct as of June 2017 but will need to be reviewed each time this policy is used.

### Secure and Assured Tenants

Secure and Assured tenants receive a flat rate of £6,100 effective from October 2017 (subject to review).

Where a tenant does not qualify for a statutory Home Loss payment, for example, because they have been a tenant for less than a year, the Council may, in exceptional circumstances, make a discretionary Home Loss payment not exceeding the statutory amount.

### Resident Freeholders/Leaseholders

Home Loss Payments to Freeholders/Leaseholders equate to 10 per cent of the Market Value of the property (with a minimum payment of £6,100 and a maximum payment of £61,000 from October 2017 (subject to review). To qualify, the property must be the claimant's only or main residence for a year prior to the date of displacement.

Where a leaseholder or freeholder does not qualify for a statutory Home Loss payment, for example, because the property has not been their only or main residence for a year prior to displacement, the Council may, in exceptional circumstances, make a discretionary Home Loss payment not exceeding the statutory amount.

### Home Loss Payment Procedure

The following will apply to all Home Loss payments made for estate renewal schemes under this Policy:

- a) Payments will be made directly to the tenant or resident leaseholder.
- b) Claims can be made for up to 6 years after the offer of accommodation, and must be paid within 3 months of receiving the claim. Under the Land Compensation Act 1973, there is a right of appeal to the Lands Tribunal.
- c) Payments will normally be made only after the return of keys to the property the tenant is vacating and, for leaseholders and freeholders, the sale completion. However, an earlier advance payment of at least part of the total payment may be considered in exceptional cases of financial hardship.
- d) All arrears will normally be offset against any Home Loss payment. This includes rent arrears for tenants, and service charge or major works arrears for leaseholders. Deductions may also be made for any Council Tax arrears.

## 5.2 Disturbance Payments

Disturbance Payments are made to financially compensate the displaced tenant, resident freeholder or resident leaseholder for expenses associated with the need to move. Disturbance Payments will be made under the Land Compensation Act 1973.

In cases where it is necessary to move tenants or resident leaseholders/freeholders twice, Disturbance Payments may need to be paid twice where the resident is required to make a temporary move before moving into permanent accommodation.

### Payments to Secure/Assured tenants and resident Leaseholders/Freeholders

Disturbance Payments will be paid to tenants and resident leaseholders to cover reasonable costs associated with moving, and the list of items for which payment is considered reasonable under the Land Compensation Act 1973 is shown below:

- Removal costs from the current home to the new home, which will be paid directly to the Council's approved removal firm or to the tenant/leaseholder's removal firm where the tenant/leaseholder obtains 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/furnishing do not fit into the new property.
- Curtain and Carpets options: It is generally expected that relocating residents will refit existing carpets wherever possible, and the costs of this will be covered by the Disturbance Payment. However, where this is not possible, the cost of new carpets to an equivalent standard will be covered through the Disturbance Payment. The existing carpet will be assessed and a quote obtained based on this. Any additional rooms in the new home will be carpeted, but the cost will be deducted from the Home Loss Payment.
- 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 2 members of the household.
- the reasonable costs incurred by the tenant/leaseholder 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. Redecorations may also be payable in particular circumstances and that this will be considered on a case by case basis.

#### Additional payments only available to Secure and Assured tenants

In addition to the agreed components of the Disturbance Payment listed above, Secure and Assured tenants can also claim the following costs:

- Home improvements that have been notified and approved by the Council, less the cost of depreciation. Receipts are not required, but the improvement must have been approved by the Council, as improvements carried out without the Council's consent could amount to a breach of tenancy.
- Where the costs of adaptations in the old home were previously met by a tenant, the Council will reimburse the tenant subject to relevant receipts being available.

#### Additional payments available to resident Leaseholders and Freeholders

In addition to the agreed components of the Disturbance Payment listed above, resident leaseholders and freeholders are also entitled to claim any additional costs associated with selling their current property and purchasing a new one. The payment of these additional costs is dependent on the option taken by each individual leaseholder and freeholder in regards 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
- In some cases, payment for replacing white goods or furnishings owned by the leaseholder where the existing white goods/furnishing do not fit into the new property
- Removal and reinstatement of disabled adaptations as agreed by Haringey Council's Occupational Therapist

Emergency payments may be made available to those who will need this payment to secure a new home.

If the leaseholder is moving into one of the new build properties in the renewal area, disturbance payments may include expenses associated with moving twice if this involves first living in temporary housing. This will not apply if the leaseholder has

chosen to move into and fund their own temporary housing, because they want to return to a particular block or location on an estate and in these circumstances Haringey Council will only fund costs relating to one move.

#### Disturbance Payments Procedure

Disturbance payments will be made directly to the tenant or leaseholder/freeholder.

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.

Secure/Assured tenants and resident leaseholders/freeholders will normally be offered two payment method options:

#### **A Claim Option**

Tenants/Leaseholders using this option can claim disturbance payments by submitting a Disturbance Payment claim form for any legitimate expenses they incur in relation to moving home, enclosing receipts or proof of expenses.

All disturbance claims must be supported by receipts and invoices bearing the name and address of the company providing such receipts and invoices, the details of which will be verified by Haringey Council.

Claimants should note that the level of payment assessed by the Council may be less than the “fixed payment” quoted under the Fixed Payment option below.

Payments listed as “Additional payments available to resident Leaseholders/Freeholders” will need to be claimed through receipts regardless of whether a fixed payment has been requested for all other costs.

#### **A Fixed Payment option**

Secure/Assured Tenants and Resident Leaseholders/Freeholders can also choose to receive a fix sum payment instead of claiming for each expense.

Payment levels are based on the size of the property being vacated, updated periodically. These fixed payments do not cover the “additional payments available to resident Leaseholders/Freeholders” which will need to be claimed separately through the “claim option” described above.

The current fixed payment levels (as of September 2014) are set out below:

- One-bedroom property - £1,650
- Two-bedroom property - £2,000
- Three-bedroom property - £2,400

For all three-bedroom plus properties £380 will be added to the 3 bedroom figure above (i.e. £2,400) for each additional bedroom.

For leaseholders not moving into one of the new build properties in the renewal area, disturbance payments will need to be claimed within one year of their property being acquired unless there are exceptional circumstances.

Non-resident leaseholders and freeholders are not entitled to any disturbance payments.

### **5.3 Purchase of a leasehold or freehold property**

All leaseholders and freeholders will be entitled to receive the full market value of their property. The Council will enter into negotiations with leaseholders and freeholders to seek a voluntary arrangement to buy their home, which will normally include valuations by both the Council and the leaseholder or freeholder.

Haringey Council will appoint a qualified valuer to act on its behalf to undertake a valuation of the property due to be acquired to determine its market value. Leaseholders can also appoint a qualified valuer to act on their behalf and reasonable costs associated with this will be reimbursed by Haringey Council.

Valuations will take into account any improvement works undertaken before the valuation date and are on the basis of open market valuations which, in effect, do not take into account any increase or decrease attributable to the estate renewal or the fact that the purchase is, or may be, compulsory.

If Haringey Council's and the leaseholder's valuer cannot reach agreement the matter may be referred for dispute resolution.

If the leaseholder does not accept the valuation agreed between their valuer and Haringey Council's valuer, or the valuation following any dispute resolution, they will be determined to have rejected the Council's offer to buy by agreement. They will in these circumstances have the statutory right to have the matter referred to Lands Chamber of the Upper Tribunal.

### **5.4 Payment of costs of purchasing a new property**

Leaseholders and freeholders are also 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.

Payment of these additional costs is dependent on the option taken by each individual leaseholder and freeholder in regards 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

The new home can be outside the renewal area, but must be within the UK and the property must be purchased and the claim made within one year of Haringey Council purchasing their previous property to be eligible for this payment.

In addition to these payments, additional support may be available to assist in the purchase of a new home as set out in section 6.2.

#### Basic Loss Payments to non-resident leaseholders and freeholders

In addition to the full market value of the property, and the reasonable costs of purchasing a new home as described above, non-resident leaseholders/freeholders are also 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 at October 2017.

#### Scheme specific offers

The payment offers described above represent the minimum offer to tenants, leaseholders and freeholders. However, each renewal scheme may offer additional options where these can be accommodated within the finances of the scheme.

#### Right of return

Where a resident is required to move temporarily out of the area and a right of return is exercised, Disturbance payments are payable on both the original move and on the return. Home Loss payments however are only payable on the original loss of the home, not on the return.

#### Payments which are not used

Where payments set out in this policy are made in advance of completion of a transaction, and the transaction does not take place, payments received will need to be returned to the Council within three months.

### **5.5 Appeals**

The Council has a two-stage complaints process, which can be used in relation to appeals against the application of this policy.

Where the appeal is regarding the compensation payment in respect of property acquired, leaseholders and freeholders have the statutory right to apply to a specialist tribunal to determine the appropriate level of compensation. Further advice on this can be provided by the Independent Tenant Advisor appointed to the renewal scheme.

## 6 Rehousing

### General approach to rehousing

The Council will assess each resident's circumstances individually, and this section sets out the rehousing options available to the majority of residents. However, in all cases, the overriding aim of this policy is to maximise the ability of residents to move to or return to replacement homes in new developments where they wish to do so and to enable residents to move to comparable homes elsewhere in the borough where that is their preferred option, subject to any impact on schools and other social infrastructure.

### 6.1 Rehousing for tenants

In this section, the term 'Tenants' refers to Secure and Assured tenants who are required to move due to an estate renewal scheme covered by this policy.

In line with the legislation and existing best practice, the following people will be eligible for assistance and possible rehousing under this policy:

- a) Secure tenants, their children and partners/spouses who are identified as eligible through a Housing Needs Assessment and where those included on the application constitute a household as defined in the Council's Housing Allocations Policy.
- b) Assured tenants of Housing Associations their children and partners/spouses who are identified as eligible through a Housing Needs Assessment and where those included on the application constitute a household as defined in the Council's Housing Allocations Policy.

The Council will not rehouse unauthorised occupants, sub-tenants, lodgers, licensees, other non-secure occupants and persons included on applications for rehousing but are not considered to be part of the tenant's household. In cases of fraudulent applications, the Council will consider what sanctions might be pursued.

Assistance and rehousing will only apply to tenants and authorised household members identified as part of a Housing Needs Assessment

### Assessment of a household's housing needs

Tenants will be offered a new home based on their assessed needs in accordance with the Council's Housing Allocations Policy, which is regularly reviewed. This policy has been written with reference to the Housing Allocations Policy 2015, as amended on 1 May 2017.

In assessing the eligibility of occupiers under this policy, account will be taken of their length of occupation, which should be recorded during the Housing Needs Assessments.

### Hidden Households, including non-dependent Adult Children

Under this policy, hidden households including non-dependent adult children of tenants will be rehoused as part of the tenant's household if they fall within the eligibility criteria detailed in paragraph above. "Hidden households" are where there are adults living with the head of household, who would choose, if they could, to live independently. This may include grown up children who have not been able to move out, or extended family members who have nowhere of their own to live.

Where hidden households do not comply with the eligibility criteria and/or wish to be housed independently, the Council will provide advice and assistance, for example to help them secure private rented accommodation.

In exceptional cases, for example to alleviate severe overcrowding and/or to achieve a rehousing move necessary for an estate renewal scheme to progress, the separate rehousing of hidden households (including adult children) may be considered by the Estate Renewal Rehousing and Payments Discretion Panel. The size of any property allocated to a hidden household will be decided in accordance with the Housing Allocations Policy.

If a hidden household remains in the affected property when other members of the household have been rehoused, the tenant will be liable for use and occupation charges until vacant possession is achieved, either voluntarily or through possession action in the courts.

#### Meeting housing need

Tenants who wish to move to another home in the renewal area will be offered a property in line with their assessed housing need. The properties may therefore in some cases have fewer bedrooms than their current home.

Medical need for a particular type or size of accommodation will be assessed in line with the Housing Allocations Policy for all residents who have a medical need identified in the Housing Needs Assessments. Where a previous medical assessment has been carried out, the Council reserves the right to seek a new medical assessment.

In some renewal areas, there may be specialist housing which is not replaced. In these cases, and where the tenant wishes to stay in the area, the tenant will have the options of moving to a general needs tenancy in the renewal area with appropriate floating support or can be given priority to move to the nearest specialist accommodation.

#### Tenants who have a home currently larger than their Housing Need assessment

The commitment under this policy is that that all tenants who wish to remain or return to the renewal area will be offered a property on the basis of their assessed housing need. However, under the current Housing Allocations Policy 2015, as amended on 1 May 2017, tenants who are willing to transfer to a smaller property and who have more than one spare bedroom will be able to retain spare bedroom(s). This scheme is available to all under-occupying tenants across the borough and will continue to apply to tenants on estate renewal schemes who choose to move to a new home elsewhere in the borough.

In addition to the Home Loss and Disturbance Payments, tenants who move to a smaller property in or outside the renewal area will also be entitled to any financial incentives

available under existing policies to those who downsize to a smaller property. However, they will not receive any additional payments under the Housing Allocations Policy intended to cover the costs of moving, as these costs are covered by the Disturbance Payments.

#### Offers of alternative accommodation

Qualifying households will be offered alternative accommodation in accordance with section 15.15 of the Housing Allocations Policy 2015, as amended on 1 May 2017.

Qualifying households will be able to bid for accommodation under the Council's Choice Based Lettings scheme for a minimum period of 6 months, starting on a date agreed by the Director of Housing and Growth. This bidding period will normally be planned to end 12 months prior to demolition. After this free bidding period has elapsed, qualifying households will be able to continue to bid on Choice Based Lettings but may be made a 'direct offer' of suitable alternative accommodation. In other words, qualifying households will always have a minimum of 6 months to bid, normally much longer. Households will be able to continue bidding once the 12 months to demolition period has begun, up to the point they receive a 'direct offer' of suitable alternative accommodation.

Qualifying households who would prefer to only receive a 'direct offer' of accommodation rather than bid under Choice Based Lettings may choose to do so.

Only one 'direct offer' will normally be made. If the offer is refused, a review of the suitability of the accommodation offered will be conducted. A further offer will only be considered if the first direct offer is deemed unsuitable. In the absence of a further offer or other exceptional circumstances, the Council will, as a last resort, commence possession proceedings to ensure vacant possession of the property within a timely fashion to permit the estate renewal scheme to proceed.

#### Type of Tenancy

Where a secure or assured tenant moves to a Council owned property they will be offered a secure tenancy, as set out in the Council's Tenancy Strategy. This is also the case if the offer is temporary rehousing, in which case both the final move to a permanent property and the temporary move will be in an equivalent tenancy to what the tenant currently has.

If a tenant moves to different landlord, either from the Council to a Housing Association, or between Housing Associations, then it cannot be guaranteed that the type of tenancy will be exactly the same. However, in all cases, they will be offered a tenancy which matches the security that the tenant currently has and at an equivalent social rent, set in line with national policy, as set out in 4.3 above.

## **6.2 Rehousing for leaseholders and freeholders**

All leaseholders and freeholders will receive full market value, plus any Home Loss, Disturbance or Basic Loss payments to which they may be entitled as described in section 5.

These payments are intended to allow the leaseholder or freeholder to buy a new property on the open market, but can be used by the leaseholder or freeholder for other purposes if they desire. However, leaseholders and freeholders should note that the costs of purchasing a new home will only be met if the replacement property is in the UK.

#### Additional rehousing options

Leaseholders and freeholders who have been resident for 12 months prior to the date of eligibility may qualify for additional assistance from the Council.

A legal duty to rehouse leaseholders or freeholders only applies where suitable alternative residential accommodation on reasonable terms is not available to the residential occupier (as detailed in Section 39 of the Land Compensation Act 1973). In most circumstances it is anticipated this will be achieved on the open market, through the purchasing of a new property.

#### Practical help with buying another property outside Haringey

Where it is needed, Haringey Council can provide practical, non-financial help to assist leaseholders buy another property outside of Haringey. The need for this will be assessed on a case by case basis and will be limited to information on how to purchase a property on the open market such as finding solicitors, surveyors etc.

#### Practical help with buying a property in another part of Haringey

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 Haringey Council knows are for sale
- Advice on intermediate housing options in Haringey.

#### Additional Support to purchase a new property in another part of Haringey

Additional, more intensive support may be provided where the Council assesses that the leaseholder would have difficulty purchasing a new home on the open market – for example, those who purchased their home through Right to Buy or have support needs. This support may include practical assistance and help in arranging a new mortgage, arranging surveys and providing advice and support on the legal steps needed to complete a purchase. In exceptional cases, and where required, the Council may purchase a property on behalf of the leaseholder.

Any offer of additional support and the level of support given will be at the Council's discretion.

#### Equity Loans and Shared Ownership

To enable leaseholders and freeholders to remain in the area if they cannot afford to buy at full market price, all schemes will offer Equity Loans (where they can afford at least

60% of the purchase price) and Shared Ownership (where they cannot afford 60% but can afford at least 25%). These percentages are the minimum offer but each scheme may lower these equity requirements where this can be funded within the scheme.

The key features of both are summarised in the following table.

Option	Equity Loans	Shared Ownership
Description	The leaseholder will own 100% of the property, but part of the purchase price will be paid by the Council or other provider as a loan to be repaid when the property is sold or transferred to another owner.	The Shared Owner will own a share of the home, and pay rent on the portion of the property retained by the Council or other provider
Minimum % of the property purchased	Leaseholders must purchase at least 60% of the new property	Shared owners must purchase at least 25% of the new property
Minimum contribution	The minimum contribution is the full value of the leaseholder's existing property plus any Home Loss payments. Leaseholders/Shared Owners may also add further funds to the purchase if they wish.	
Location of replacement property	Anywhere in the borough	Only within the renewal area
Size of replacement property	Any size, but the Equity Loan will only offer the value required to purchase a property of the same size.	As appropriate to the household's needs
Interest	No interest will be charged on the unpurchased equity	
Rent	No rent payable	Reduced rent on the un-purchased share. No rent will be payable on the first 40% of the value of the property and no rent will be payable on the share they own.
Repayment	The Equity Loan is to be repaid when the property is sold or transferred to another owner, unless inherited by a resident partner. The repayment will be based on the market value of the property at the time of final sale/transfer and not on its value when originally purchased.	No repayment is needed
Inheritance	The Equity Loan will need to be paid in full except where there is a surviving resident spouse or partner, who can inherit the Equity Loan arrangement.	The Shared Ownership home will need to be staircased in full, except where there is a surviving resident spouse or partner, who can inherit the Shared Ownership arrangement.
'Staircasing' (Increasing the share owned /reducing the equity loan)	Leaseholders may choose to repay part of the loan at any time. The repayment will be based on the current market value of the property. This should be in tranches of no less than 10% in any single staircasing.	Shared owners may choose to increase their share of the property at any time. The increased share will be based on the current market value of the property. This should be in tranches of no less than 10% in any single staircasing.
Subletting	The owner may sublet the property as they wish, subject to any conditions within the lease.	Shared owners can only sublet the property with the permission of the Council or other provider.

### **6.3 Equity Loans**

Resident leaseholders and freeholders who wish to remain in the renewal area, or borough, but who cannot afford to purchase a new property outright may be able to buy a new property with an Equity Loan from Haringey Council, the developer or a Housing Association. This offer is only open to those who are able to afford 60% of the full purchase price unless an individual scheme has offered a lower minimum percentage. It should be noted however, that total housing costs cannot be exactly replicated, as lender rates are subject to change. Utilities, ground rent and service charge costs may also be different at the new properties compared with the leaseholder's existing property.

#### Minimum percentages required for Equity Loans

The policy below has used an equity requirement of 60% to qualify for an Equity Loan. This percentage is the minimum requirement for all schemes where this policy applies. However, individual schemes may offer a lower minimum equity share which should be used in place of references to 60% in the text below.

#### The new property

New properties on the renewal scheme bought under this arrangement cannot have a greater number of bedrooms than the leaseholder's existing property unless the leaseholder finances the cost of any additional bedrooms themselves. The value of any additional bedrooms will be determined by taking the difference in value between the larger property the leaseholder wishes to purchase and the value of a comparable property which is the same size as the leaseholder's current property. The comparable property will be in the same location, condition and terms as the proposed larger property.

#### Leaseholder and freeholder contribution

Leaseholders are eligible for this option where they agree to contribute;

- The market value of the property of their current home, made up of any equity in the property, plus any outstanding mortgage, and
- Any Home Loss payment, ie 10% of the market value of the property being acquired, subject to the statutorily defined limit as outlined in section 4.

#### Equity Loans for new properties in the renewal area

The total leaseholder contribution must be at least 60% of the value of the new property. Leaseholders who are returning or remaining in the renewal area may also contribute any other capital or savings they may want to put into the purchase to take their contribution to more than 60%.

For those who wish to remain in the renewal area but who's equity is not 60% of the value of the new property in the area, the Shared Ownership option is available to ensure that there is an affordable offer that will enable them to remain. If they wish to

continue to be full owners, then the portable equity loan offer set out below would enable them to do so.

### Portable Equity Loans

Equity Loans are available for properties in other parts of the borough. These loans are being made available primarily to help those who would not be able to purchase a home on the estate without the loan – they are not intended to help purchase more expensive properties off the estate or to be used to fund very high value properties. There is therefore a double cap on the value of the replacement home.

That is, the maximum value of the replacement home cannot be higher than the lower of the following two criteria:

- Where the value of the current property plus 10% Home Loss equals 60% of the value of the new property being purchased. This is equivalent to the new home being a maximum of 1.83 times the value of the current home.
- The borough-wide upper quartile house price. The most recent published value is £637,250 as reported by the GLA in August 2017 and will be updated every year.

### Additional contributions

While the leaseholder may contribute any other capital or savings, these additional funds can only be used to reduce the size of the Equity Loan and cannot be used to purchase a higher value property. Equity Loans will not be available for the purchase of properties that are more expensive than these limits.

It should be noted that if the leaseholder's existing property was purchased using a mortgage, a further mortgage to at least the same value as the one held on the existing property being purchased by Haringey Council will need to be raised before (or at the same time as) the purchase of the new property can take place. Haringey Council and the independent financial advisor can assist leaseholders in finding a new mortgage.

### The Equity Loan

Subject to the above maximum values and percentage contributions, and the investment of the value of the existing property plus Home Loss, the remaining proportion of the property will be funded by an interest free equity loan from Haringey Council, the developer or the Housing Association, which will be secured as a charge on the property.

### Ownership and responsibilities

Properties bought using an Equity Loan are leasehold properties (similar to 'Right to Buy'), meaning that there is a lease for a fixed period of time, typically 99 years. The leaseholder is responsible for repairs, service charges and all other costs associated with the new property, but there is no interest payable on the equity retained by the provider.

The leaseholder is able to repay part of the Equity Loan at any time. In order to do so a new valuation of the property will need to be obtained and each partial repayment of the loan must be for at least 10% of the property's current value. This valuation, and any associated administrative costs, will be the responsibility of the leaseholder.

Under the Equity Loan arrangement, the leaseholder will be the sole legal owner and is able to sublet the property subject to the usual requirements to notify the freeholder or any other relevant terms in the lease.

#### Sale and Repayment of the Equity Loan

The Equity Loan only needs to be repaid upon sale of the property. Any increase or decrease in the value of the property will be apportioned between the leaseholder and the landlord or its appointed agent in line with their original contributions and any staircasing, which are calculated as percentages.

Prior to any sale the landlord or its appointed agent will require a further valuation to be obtained so that the amount that is due to be repaid to the landlord can be calculated. This will be at the expense of the leaseholder along with all associated administrative costs connected with the sale.

#### Inheritance and death of the leaseholder

Following the death of the leaseholder, the Equity Loan will need to be repaid when the property is transferred to another owner unless the property is inherited by the leaseholder's spouse, civil partner or a person living with them as their husband or wife. The partner may succeed to the property without having to repay the Equity Loan, so long as the partner resided at the home with the leaseholder at the time of the leaseholder's death.

Succession by a partner without repayment of the Equity Loan can take place on any property located in the borough, but can only take place once. This offer will be subject to the partner being able to retain at least a 60% equity share of the property's value at that time. Surviving partners who are unable to fund a 60% share may be offered a Shared Ownership arrangement as described below.

### **6.4 Shared Ownership**

Resident leaseholders and freeholders who wish to remain in the renewal area, but who cannot afford to purchase 60% of a new property under the Equity Loan scheme may be able to buy a new property through Shared Ownership. In a Shared Ownership arrangement, a smaller share of the property is owned by the leaseholder initially, and a rent is paid on the part of the property which is not owned by the leaseholder.

#### The new property

A Shared Ownership property must be a new property in the estate renewal scheme.

New properties bought under this arrangement cannot have a greater number of bedrooms than the leaseholder's existing property being acquired by Haringey Council.

It should be noted that if the leaseholder's existing property was purchased using a mortgage, a further mortgage to at least the same value as the one held at the existing property being purchased by Haringey Council will need to be raised before, or at the same time as the purchase of the new property. Haringey Council and the independent financial advisor can assist leaseholders in finding a new mortgage.

#### Leaseholder and freeholder contribution

Leaseholders are eligible for this option where they agree to contribute at least 25% of the value of the new home

The leaseholder's contribution must be at least 25% of the value of the new home and will be made up of:

- The market value of the property being acquired, made up of any equity in the property plus any outstanding mortgage)
- Any Home Loss payment, ie 10% of the market value of the property being acquired, subject to the statutorily defined limit
- Any other capital or savings they may want to put into the purchase.

The remaining proportion of the new build property will be retained by Haringey Council, the developer or the Housing Association. A reduced rent will be payable on the proportion retained.

#### Minimum percentages required for Shared Ownership

The policy below has used an equity requirement of 25% to qualify for Shared Ownership. This percentage is the minimum requirement for all schemes where this policy applies. However, individual schemes may offer a lower minimum equity share which should be used in place of references to 25% in the text below.

#### Ownership and responsibilities

Shared Ownership properties are leasehold properties (similar to 'Right to Buy'), meaning that there is a lease for a fixed period of time, typically 99 years.

Under the Shared Ownership arrangement, the Shared Owner will be an Assured tenant (if the property is owned by a Housing Association) or a non-secure tenant (if the property is owned by Haringey) unless or until the Shared Owner has staircased (see below) to 100% of the property. The Shared Owner must remain in occupation of the property unless permission is given to temporarily move away from the home as described below. The Shared Owner would need to ask permission from the landlord if they wished to sub-let the property.

The Shared Owner is responsible for repairs, service charges and all other costs associated with the new property.

The Shared Owner is able to increase their share in the new property at any time. This is called 'Staircasing'. In order to do so a new valuation of the property will need to be obtained and each purchase of additional equity must be for at least 10% of the

property's current value. This valuation, and any associated administrative costs, will be the responsibility of the Shared Owner.

#### Rent and Service Charges

The Shared Owner will pay rent on the proportion of the property which is retained by the landlord, which is typically around 2.5% per annum. The Council is keen to ensure that these homes are affordable and that those in Shared Ownership are able to benefit from the same 40% free equity as the borough wide Equity Loan offer. Therefore, no rent will be payable on the first 40% of the value of the property or on the share they own. This percentage may be increased on individual schemes where this is practical but is independent of the minimum equity level offered.

Shared Owners will also need to pay a service charge for the property, which is usually charged on a monthly basis.

#### Sale of a Shared Ownership property

Upon sale of the property any increase or decrease in the value of the property will be apportioned between the Shared Owner and the landlord or its appointed agent in line with their original contributions and any staircasing, which are calculated as percentages.

Until the Shared Owner has staircased to 100%, s/he is only able to sell the property with the agreement of the landlord or its appointed agent, which will not be unreasonably withheld. Prior to any sale the landlord or its appointed agent will require a further valuation to be obtained so that the amount that is due to be repaid to the landlord can be calculated. This will be at the expense of the leaseholder along with all associated administrative costs connected with the sale.

#### Inheritance and death of the Shared Owner

Following the death of the Shared Owner, the Shared Ownership arrangement can be transferred to the Shared Owner's spouse, civil partner or a person living with them as their husband or wife. The partner may succeed to the Shared Ownership arrangement, so long as the partner resided at the home with the Shared Owner at the time of the Shared Owner's death.

The succession to the Shared Ownership arrangement can only take place once. This offer will be subject to the partner being able to retain at least a 25% equity share of the property's value at that time. Surviving partners who are unable to fund a 25% share may be offered assistance as described below.

#### Leaseholders and freeholders who cannot afford a 25% share of a new home

Where a resident leaseholder is unable to raise sufficient funds to qualify for an Equity Loan or Shared Ownership, the Council will sympathetically review the options available to each leaseholder to provide the most suitable offer they can afford. This may include alternative financing, smaller properties or a rental offer on the estate renewal scheme.

Where a rental offer is required to enable a resident leaseholder to remain in the renewal area, their application will be assessed in line with the Council's Housing Allocations Policy in force at the time of the assessment.

The application of any income or savings thresholds, or restrictions preventing leaseholders or home owners from joining the Housing Register, will be considered as necessary by the Estate Renewal Rehousing and Payments Discretion Panel. Rental offers will not normally be made outside of the renewal area unless the applicants meet the income and saving thresholds, and restrictions on home ownership. Any temporary moves off the estate will be held under a license.

## **6.5 Appeals**

The Council has a two-stage complaints process, which can be used in relation to appeals against the application of this policy.

Tenants can ask for a review of the property allocated to them under the Choice Based Lettings scheme or as a direct offer. This review will follow the procedure laid out in the Housing Allocations Policy. There will be no further right of appeal from the decision on review.

**APPENDIX 3**  
**COUNCIL'S BUSINESS CHARTER**

## HIGH ROAD WEST REGENERATION PROPOSALS

### BUSINESS CHARTER

THIS CHARTER SETS OUT THE COUNCIL'S COMMITMENTS TO  
BUSINESSES THAT MAY BE AFFECTED BY THE HIGH ROAD WEST  
REGENERATION PROPOSALS

## **Dear Local business**

In consultation with the local community the council has been developing a masterplan and regeneration proposals for the High Road West area. The final masterplan has now been developed and is currently subject to a public consultation process. Following this consultation, the council's Cabinet will make a decision on whether or not to approve the masterplan. This will be at the end of the year (2014).

If the masterplan is agreed, the council and or, a future development partner will need to purchase all of the required properties within the High Road West area. This will include approximately 92 businesses.

The council's aspiration is that, as many businesses that need to be relocated will be relocated either within or near to the High Road West area or within the borough, if a suitable site is identified.

This document sets out our commitments to businesses if the masterplan is agreed and the regeneration proposals go ahead. The document is split into 3 Sections; these are detailed below:

- **Section One – Status of this document**
- **Section Two – Our commitments to you**
- **Section Three – Further information**

## SECTION ONE

### STATUS OF THIS DOCUMENT

This Business Charter is a draft document that has been produced for consultation with the businesses affected by the High Road West Regeneration proposals.

The Charter includes assurances that the council would give businesses if the masterplan is agreed and the regeneration proposals go ahead.

It is intended that the final document will be agreed at Cabinet should the masterplan and regeneration proposals be agreed. However it is intended that this document will be a statement of intent of the council and does not constitute a legally binding agreement and it will not create any rights enforceable by any person.

If the regeneration goes ahead, it is likely that this Charter will develop and become more detailed over time as more information and detail about the regeneration process is gained.

If you have any comments on this Business Charter please ensure that they are captured in your feedback on the masterplan proposals.

## SECTION TWO

# OUR CHARTER COMMITMENTS TO YOU

### **Charter Commitment 1 – Ensure you are able to participate in the regeneration proposals and fully support you throughout the process.**

We will meet this commitment in the following ways:

#### **Regular honest communication and consultation**

- We will provide you with regular, honest communication about the regeneration proposals throughout the regeneration period. We will ensure that where appropriate meetings and consultation takes place with key stakeholders, as the regeneration proposals and phases are developed by both the council and any future development partner.
- Information on the proposals will be available through newsletters and the council's website. We will also provide you with dedicated points of contact so you know who you can go to ask any questions or queries you may have.

#### **Dedicated officer**

- We will ensure that each business and household in occupation has a dedicated officer to help with every step of the purchasing and relocation process. The officer will meet with you on a one-to-one basis to get to know your business and accommodation requirements and aspirations. They will also inform you of the advice available to you if you wish to seek it and how to access this advice as well as answer any questions or queries you may have.

#### **Working together and providing advice**

We are committed to working with businesses to ensure that you get the best out of the regeneration proposals. We will continue to work with local businesses to enable them to develop individual business plans for the future and any potential move. For example access to the following could be provided:

- Assistance with business planning for those most severely affected by the proposals
- Providing options for accessing business finance
- Providing advice and options for reviewing marketing
- Assist in obtaining independent accountancy, surveyor and legal advice where business premises may be acquired or relocated due to the regeneration. Reasonable fees incurred will be reimbursed as part of a valid compensation claim on completion of the acquisition by the council.

#### **Additional Support**

A number of business owners also live above their business and we recognise the stress that moving your home and business can put on you and your family. We are therefore committed to providing additional support- beyond your dedicated officer to ensure that you and your family are fully supported throughout this process. This will include organising events and activities, such as talking to residents and children who have been affected by similar regeneration schemes. Also organising skills and training opportunities and working with other services such as schools and the health service to ensure you and your whole family are supported throughout the whole move process.

## **Charter Commitment 2 – Enable businesses to remain as viable as possible during the planning period and the subsequent regeneration, to enable individual traders to exercise real choice regarding their current and future options**

We will meet this commitment in the following ways:

### **Clear timetable and options**

We will develop a clear timetable and options for individual businesses. This will allow you to make choices with as much certainty as possible within the context of the Charter.

### **One-to-one business advice through your dedicated officer**

The officer will meet with you on site if necessary, on a one-to-one basis. The officer will ensure that you are fully aware of the options available to you so that you can make the most effective and informed decision that meets your individual personal and business circumstances.

The officer will work with you to identify all relevant sources of assistance that you may need to meet your identified business requirements. This will allow you to prepare an action plan to ensure successful relocation and business continuity.

The officer will also help you if it is considered that the business needs to be wound down and you have tried your best to mitigate your loss, e.g. if you qualify under the criteria and are retiring (over 60 years old) or in serious ill health and it would be unreasonable for you to relocate. Any compensation will be as set out in compulsory purchase legislations and in accordance with the principles set out in the Government's Guide to Compulsory Purchase and Compensation for Businesses (see page 9).

The council's aim is to minimise disruption to businesses. Undoubtedly the regeneration process will bring disruption to the area, particularly during the decanting, demolition and construction phases. However, we are committed to working with businesses and the future development partner to ensure that any phasing plans aim to minimise disruption to businesses and ensure continuity of trade where possible.

## **Charter Commitment 3 – A fair and equitable valuation and compensation process**

**We will meet this commitment in the following ways:**

### **A fair and transparent valuation process**

Your property and/or business will be valued by a qualified Chartered Surveyor appointed by the council. You will also be able to obtain advice from your own independent surveyor who will negotiate a settlement with the council's surveyor. The Royal Institute of Chartered Surveyors can provide you with details of a surveyor. (See page 9 of the document for further details)

If you own the property and your business is affected by the regeneration process, both of these will be valued.

### **Valuing a business (where it is temporarily disturbed by the regeneration proposals or closed down)**

We will be fair and transparent in valuing your business goodwill and disturbance taking into account the rules as set out in compulsory purchase legislations and in accordance with the principles set out in the Government's Guide to Compulsory Purchase and Compensation for Businesses (see page 9 of this document for further advice).

### **Valuing a property (leasehold or freehold)**

Your property will be valued on the basis of the open market value in a 'no- scheme world' with the value being assessed on the assumption that the regeneration proposals are not taken into account. This means no addition to or reduction from the value of the property is made to reflect the fact that it maybe compulsorily acquired. The acquisition of the property is assumed to be an open market transaction between willing parties. The principle is that you should be fairly compensated, and that means you should not be better or worse off than before the regeneration proposals.

### **Open market value**

The open market value of the property is based upon what the land might be expected to realise if sold in the open market by a willing seller.

In assessing the open market value of your property you are assumed to be a willing seller. However, it is assumed that you would only be willing to sell at the best price which you could reasonably achieve in the open market.

This open market value may be based on the existing use of the property reflecting the nature of your leasehold or freehold interest, taking into account the condition of the property at the date of valuation and such factors as :

- Size of the property
- External and internal condition
- Internal improvements to the property
- The location of the property and amenities within the area such as transport links, shops and services
- The market of comparable properties in the immediate area, including recent sale prices

## **A fair compensation package**

You will be given a fair compensation package for the loss and any potential damage to your business, if they are adversely affected by the regeneration proposals, in accordance with compulsory purchase legislations and the principles set out in the Government's Guide to Compulsory Purchase and Compensation for Businesses (see page 9 of this document for further information). This will typically include the following:

- Reasonable Professional fees (and these have to be agreed before hand by the council),
- Removal expenses
- Special adaptation to your replacement premises
- Temporary loss of profit during the period of the move
- Diminution of goodwill following the move (reflected in reduced profits)
- Depreciation in the value of stock.

This is not an exhaustive list. Every loss should be considered on it's merits and should be recoverable if it is a direct and reasonable consequence of being disturbed. In order for entitlement to compensation for disturbance you must normally be in physical occupation of the property rather than be an owner of an investment property, who has limited rights to disturbance compensation.

## **Arbitration**

We will ensure that a fair and transparent arbitration process is available for circumstances where an agreement has not been reached, which may mean referral to an independent Arbitrator or Upper Lands Chamber (Lands Tribunal).

## **Charter Commitment 4 - endeavouring to keep the businesses and jobs within the area, or within the borough**

**We will meet this commitment in the following ways:**

### **Look to relocate some businesses within the masterplan area**

Where space and use match the regeneration proposals we will aim to relocate businesses within the regeneration area. Your dedicated officer will be able to work with you to identify whether your business has scope to move within the regeneration area and will be able to help determine a suitable location.

### **Look to relocate businesses elsewhere in the borough**

Where businesses are not able to relocate within the regeneration area, or do not wish to stay in the regeneration area, your dedicated officer will be able to help identify suitable available sites within the borough.

We understand that a number of businesses work together and are reliant on each other; we will therefore seek to find alternative sites that are large enough for businesses who want to be co-located.

We are aware that some businesses may want to, or may have to move outside of the borough if a suitable site is not located within Haringey. We will continue to work with these businesses to help identify sites and support them through the relocation process.

## SECTION THREE

# FURTHER INFORMATION

### Contacts

If you would like any further information, have any questions or queries on the information provided within this charter, or would like to organise a valuation please contact either:

**Sarah Lovell, Area Regeneration Manager**

Telephone: 0208 489 2025

Email: sarah.lovell@haringey.gov.uk

**Abdul Qureshi BSc. MRICS, Chartered Surveyor, Property Consultant**

Enquiries regarding Property & Business Acquisitions, LB Haringey

Telephone: 07770 262997

Email: abdul.qureshi@haringey.gov.uk

### Useful web links

#### Booklets on Compulsory Purchase and Compensation and Compensation to Business Owners and Occupiers

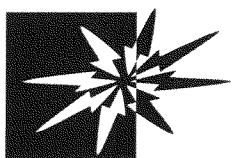
- <https://www.gov.uk/government/publications/compulsory-purchase-and-compensation-booklet-2-compensation-to-business-owners-and-occupiers>
- <https://www.gov.uk/government/publications/compulsory-purchase-and-compensation-booklet-4-compensation-to-residential-owners-and-occupiers>

#### Royal Institute of Chartered Surveyors

- [www.rics.org/uk/knowledge/more-services/consumer-guides/compulsory-purchase-guide/](http://www.rics.org/uk/knowledge/more-services/consumer-guides/compulsory-purchase-guide/)
- <http://www.rics.org/uk/footer/glossary/compulsory-purchase/>
- [www.rics.org/Global/RICS-Compulsory-Purchase-Guide.pdf](http://www.rics.org/Global/RICS-Compulsory-Purchase-Guide.pdf)







**Haringey** Council

THE COMMON SEAL of  
THE MAYOR AND BURGESSES  
OF THE LONDON BOROUGH  
OF HARINGEY  
was affixed to this DEED  
BY ORDER

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Authorised Officer

EXECUTED as a deed  
(but not delivered until dated) by  
LENDLEASE (HIGH ROAD WEST) LIMITED on  
being signed by :-

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Director

In the presence of a witness

Signature of Witness:

Name:

Address:

Occupation: SOLICITOR

EXECUTED as a Deed.

Signed, sealed and delivered for and on behalf of  
LENDLEASE CORPORATION LIMITED by its  
Attorneys under power of attorney in the  
presence of:

Signature of Witness

Name of Witness

Signature of Attorney

Name of Attorney

14<sup>th</sup> December 2017  
Date of power of attorney

[Redacted Signature]

Signature of Witness

[Redacted Signature]

Signature of Attorney

[Redacted Name]

Name of Witness

[Redacted Name]

Name of Attorney

14 DECEMBER 2017...  
Date of power of attorney

