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## Agreement

The Greater London Authority

and

The Mayor and Burgesses of the London Borough of  
Haringey

and

Canal & River Trust

and

Waterside Places (General Partner) Limited

and

Waterside Places (GP Nominee) Limited

and

Muse Developments Limited

pursuant to Section 106 of the Town and  
Country Planning Act 1990 and other enabling  
powers in relation to land known as Hale Wharf  
Ferry Lane London N17

12 JUNE

2017

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THIS DEED is made on

12 JUNE

2017

**BETWEEN:**

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, The Queens Walk, London SE1 2AA (the "**GLA**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE (the "**Council**");
- (3) **CANAL & RIVER TRUST** (No. 07807276) of First Floor North, Station House, 500 Elder Gate, Milton Keynes MK9 1BB (the "**Owner**"); and
- (4) **WATERSIDE PLACES (GENERAL PARTNER) LIMITED** (No. 04362301) and **WATERSIDE PLACES (GP NOMINEE) LIMITED** (No. 05761941) of First Floor North, Station House, 500 Elder Gate, Milton Keynes MK9 1BB (together, the "**Developer**"); and
- (5) **MUSE DEVELOPMENTS LIMITED** (No. 02717800) of Kent House, 14-17 Market Place, London W1W 8AJ (the "**Guarantor**")

**RECITALS**

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Property is situated.
- (B) The Owner is the registered proprietor with freehold title absolute of the freehold land comprised in the Property.
- (C) Waterside Places (General Partner) Limited, being a joint venture company between Muse Developments Limited (company number 02717800) and the Owner, owns long leasehold interests in the Property and together with its wholly-owned subsidiary Waterside Places (GP Nominee) Limited has been granted the Developer Lease by the Owner.
- (D) Muse Developments Limited (acting on behalf of the Developer) and the Owner submitted the Application to the Council for planning permission to carry out the Development on the Property and the Additional Land.
- (E) On 1 November 2016, the Council resolved to refuse the Application.
- (F) On 4 January 2017, in accordance with section 2A of the Act, the Mayor of London directed that he would act as local planning authority for the purpose of determining the Application.
- (G) At a representation hearing held on 10 March 2017, the Mayor of London resolved to approve the Application and grant the Planning Permission subject to imposing conditions and prior completion of this Agreement to secure the planning obligations mentioned herein.
- (H) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Agreement on behalf of the Mayor of London.
- (I) The Council remains the local planning authority for the purposes of the Planning Permission and the local highway authority for the purposes of the 1980 Act for the area in which the Property is located and will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Agreement.
- (J) The Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Agreement in accordance with section 2E of the Act.



- (K) The Guarantor has agreed to guarantee the performance of the Developer's obligations under this Agreement pursuant to clause 22 below.
- (L) The GLA and the Council have given due consideration to the provisions of regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010 (to the extent relevant to the obligations in this Agreement) and the advice set out at paragraph 204 of the NPPF and agree that the planning obligations herein comply with the provisions thereof and are:
- (a) necessary to make the Development acceptable in planning terms;
  - (b) directly related to the Development; and
  - (c) fairly and reasonably related in scale and kind to the Development.

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

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

**"1974 Act"** means the Greater London Council (General Powers) Act 1974 as amended from time to time or any subsequent re-enactment of that act;

**"1980 Act"** means the Highways Act 1980 as amended from time to time or any subsequent re-enactment of that act;

**"Act"** means the Town and Country Planning Act 1990 as amended from time to time or any subsequent re-enactment of that Act;

**"Actual Build Costs"** means the actual build costs comprising demolition, construction and external works of the Development incurred at the relevant Review Date supported by evidence of these costs to the Council's and the GLA's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Developer's quality surveyor, costs consultant or agent

and for the avoidance of doubt building costs excludes all internal costs of the Developer including but not limited to:

- (a) project management costs;
- (b) overheads and administration expenses;
- (c) professional, finance, legal and marketing costs

to be assessed by the Council and the GLA;

**"Additional Affordable Housing"** means Affordable Rented Housing and Shared Ownership Housing to be provided on the Property as part of the Development in addition to the Affordable Housing Base Provision but subject to the Affordable Housing Cap in accordance with schedule 3 of this Agreement;

**"Additional Affordable Housing Scheme"** means a scheme prepared in accordance with the provisions of schedule 3 of this Agreement when a Viability Review 1 and/or Viability Review 2 and/or any Development Break Viability Review conclude that Additional



Affordable Housing is capable of being provided within the Development on the Property and which:

- (a) confirms which Private Residential Units are to be converted into Affordable Rented Housing and/or Shared Ownership Housing in Phase 2 or Phase 3;
- (b) where the relevant Viability Review concludes that more than the equivalent of 50 per cent by unit number of the Residential Units can be achieved as Affordable Housing, improves the tenure mix of the Additional Affordable Housing to be provided pursuant to that Viability Review as far as possible until a tenure split of 40 per cent Affordable Rented Housing and 60 per cent Shared Ownership Housing is achieved across all Affordable Housing Units in the Development;
- (c) contains 1:50 plans showing the location, size and internal layout of each unit of Additional Affordable Housing;
- (d) ensures that at least 10 per cent of the Additional Affordable Housing is accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
- (e) provides that weekly rent (including Service Charges) for any Residential Unit that will be provided as Affordable Rented Housing shall be:
  - (i) up to 80 per cent of open market rent or LHA (whichever is lower) in respect of one bedroom units;
  - (ii) up to 65 per cent of open market rent or LHA (whichever is lower) in respect of two bedroom units; and
  - (iii) up to 55 per cent of open market rent or LHA (whichever is lower) in respect of three bedroom units.
- (f) provides details (including 1:50 floor plans) of the proposed wheelchair accessible Additional Affordable Housing;
- (g) provides an indicative timetable for construction and delivery of the Additional Affordable Housing;
- (h) sets out the amount of policy surplus (as determined using Formula 1) that would remain following delivery of the Additional Affordable Housing (if any); and
- (i) ensures that no Block in Phase 2 and Phase 3 will comprise solely or substantially of Private Residential Units;

**"Additional Land"** means:

- (a) the Bridge Land;
- (b) the Long Leasehold Land;
- (c) the freehold parcel of land shown indicatively coloured dark blue on the Land Ownership Plan and registered at HM Land Registry under title number AGL265211; and
- (d) the parcel of unregistered land shown indicatively coloured dark grey on the Land Ownership Plan;

**"Affordable Housing"** means housing including Social Rented Housing, Affordable Rented Housing and Shared Ownership Housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible

households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;

**"Affordable Housing Base Provision"** means:

- (a) the provision of 35 per cent (by unit) and 35.7 per cent (by Habitable Room) of the Residential Units as Affordable Housing Units as part of the Development; and
- (b) the provision of 19.2 per cent (by unit) and 24.7 per cent (by Habitable Room) of the Affordable Housing Units as Affordable Rented Housing Units;

**"Affordable Housing Cap"** means the greater of the Policy Cap and the equivalent of the value of the Public Subsidy supporting the Development;

**"Affordable Housing Contribution"** means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Affordable Housing Cap;

**"Affordable Housing Provider"** means a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) or an approved development partner of the Homes and Communities Agency (or any successor agency) which is eligible to obtain Public Subsidy or any other body specialising in the provision of Affordable Housing in each case approved by the Council (such approval not to be unreasonably withheld or delayed);

**"Affordable Housing Scheme"** means a scheme prepared in accordance with the provisions of schedule 1 of this Agreement and which:

- (a) contains 1:50 plans showing the location, size and internal layout of each Affordable Housing Unit;
- (b) ensures that at least 10 per cent of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
- (c) provides details (including 1:50 floor plans) of the proposed wheelchair accessible Affordable Housing Units;
- (d) provides an indicative timetable for construction and delivery of the Affordable Housing Units;
- (e) details the mechanism for the disposal of the Affordable Housing Units; and
- (f) ensures that no Block in Phase 2 and Phase 3 will solely or substantially comprise Private Residential Units;

**"Affordable Housing Units"** means the Residential Units forming part of the Development comprising the Affordable Rented Housing Units and the Shared Ownership Housing Units (and for the avoidance of doubt excluding the Private Residential Units) and, if applicable, any Additional Affordable Housing;

**"Affordable Rented Housing"** means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is outside the national rent regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents;



**"Affordable Rented Housing Units"** means the Affordable Housing Units to be made available for Affordable Rented Housing within Block H, Block I and Block J in accordance with paragraph 4 of schedule 1;

**"Agreement"** means this deed;

**"All Reasonable Endeavours"** means taking all steps that are reasonably required to achieve the stated outcome and not merely some of them including the expenditure of such effort and/or sums of money and the engagement of such professional or other advisors as in all the circumstances (including the importance to the other Parties of the fulfilment of the relevant obligation) may be reasonable to expect from a competent commercial developer seeking to achieve the stated outcome in the context of the Development;

**"Application"** means the planning application seeking planning permission for the Development with Council reference number HGY/2016/1719 (the **"Application Reference"**) and GLA reference number D&P/1239a;

**"Application Stage Build Costs"** means £144,714,635 being the cost of demolition, construction, external works and assumed contingency allowance determined by the Breakeven Viability Appraisal;

**"Assigned Officer"** means the Council's economic development officer assigned by the Council to meet the requirements of the Haringey Employment and Recruitment Partnership;

**"Average Affordable Rented Housing Values"** means the average value of Affordable Rented Housing per square metre at the Property at the relevant Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated GDV to be assessed by the Council and the GLA;

**"Average Private Residential Housing Values"** means the average value of Private Residential Housing floorspace per square metre at the Property at the relevant Review Date based on the relevant information provided to establish the Review Stage GDV and Estimated GDV to be assessed by the Council and GLA;

**"Average Shared Ownership Housing Values"** means the average value of Shared Ownership Housing per square metre at the Property at the Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated GDV to be assessed by the Council and the GLA;

**"B1 Office Use"** means office use as defined by Class B1 (a) of Part B of the Schedule to the Use Classes Order;

**"BCIS Index"** means the Building Cost Information Service All Construction Tender Price Index (or any replacement index or such alternative index as the Council may determine);

**"Block"** means a block to be constructed as part of the Development with all such Blocks shown indicatively on the Definitions Plan and a reference to any Block is to the Block shown edged and labelled accordingly on the Definitions Plan;

**"Blue Badge Holder"** means the holder of a disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation;

**"Borough"** means the administrative area of the Council;



**"Breakeven GDV"** means the estimated gross development value established by the Breakeven Viability Assessment being £215,405,917 and which takes into account Public Subsidy;

**"Breakeven Viability Appraisal"** means the financial viability appraisal dated 25 April 2017 prepared by GL Hearn titled "Breakeven GDV" in support of the Application;

**"Bridge"** means Bridge 1, Bridge 2 or Bridge 3 (as the context permits);

**"Bridge 1"** means the pedestrian bridge to be constructed pursuant to the Planning Permission crossing the River Lee Navigation and Pymmes Brook shown indicatively edged red on the Definitions Plan and includes the lifts providing step-free access from both banks of the River Lee Navigation to the bridge;

**"Bridge 2"** means the bridge crossing Pymmes Brook shown indicatively edged yellow on the Definitions Plan to be constructed pursuant to the Planning Permission and which shall be accessible by foot and on bicycle;

**"Bridge 3"** means a footbridge crossing the River Lee Diversion in the location shown indicatively edged purple on the Definitions Plan;

**"Bridge 3 Application"** means an application for full planning permission (all matters submitted for approval) pursuant to the Act for the construction and public use of Bridge 3;

**"Bridge 3 Planning Permission"** means planning permission granted pursuant to a Bridge 3 Application;

**"Bridge Land"** means:

- (a) the freehold parcel of land shown indicatively coloured light green on the Land Ownership Plan and registered at HM Land Registry under title number MX379842; and
- (b) the freehold parcel of land shown indicatively coloured olive on the Land Ownership Plan and registered at HM Land Registry under title number EGL359496;

**"Bridge Management and Maintenance Plan"** means a plan for each Bridge setting out details of proposed management and maintenance arrangements (including, without limitation, access, cleaning, maintenance, lighting, reasonable conduct rules, safety and security) for each Bridge at the Developer's cost to ensure that each Bridge is kept in good order and in safe condition at all times and the **"Approved Bridge Management and Maintenance Plan"** means each Bridge Management and Maintenance Plan that is approved by the Council pursuant to paragraphs 1.7 and 2.6(g) in schedule 4 below;

**"Bus Contribution"** means the sum of £50,000 to be used by Transport for London to increase the capacity of bus services serving the Property including routes 123 and 192 (and any equivalent future routes);

**"Car Club"** means a club operated by a Car Club Operator which residents of the Development may join and which makes cars available within the Development for hire to members at either a commercial or part-subsidised rate;

**"Car Club Operator"** means a company that is accredited by Carplus to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing;

**"Car Club Parking Spaces"** means the two parking spaces in the Development to be provided for the Car Club, one of which shall be in Phase 1 and the other in Phase 2;

**"Carbon Offsetting Contribution"** means a financial contribution towards the Council's implementation of projects to reduce carbon emissions in its area to offset the proposed shortfall in meeting the London Plan target emission rates (in policy 5.2 as at the date of this Agreement) calculated with reference to the offsetting rate published by the Council (being £1,800 per tonne) in order to compensate for unachieved carbon reduction targets arising from the Development;

**"Career Education Workshops"** means workshops to enable Local Residents to improve their employment prospects the content of which shall be agreed in writing with the Council;

**"Carplus"** means the national charity known as "Carplus" registered with charity registration number 1093980 in England and Wales;

**"Chargee"** means any mortgagee or chargee from time to time of an Affordable Housing Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 by such mortgagee or chargee who has gone into possession and is exercising its power of sale in respect of the Affordable Housing Units or any part of the Affordable Housing Units;

**"CIL"** means any community infrastructure levy payable under the Planning Act 2008 and the Community Infrastructure Levy Regulations 2010 or any similar levy, supplement, tariff, charge, payment or tax, proposed or implemented, amending or replacing it;

**"Code of Considerate Practice"** means the code made pursuant to the Considerate Constructors Scheme and annexed hereto at schedule 7;

**"Commencement Date"** means the date of implementation of the Development (or any part or Phase as may be specified) by the carrying out of a material operation as defined in section 56 of the Act but not including any Excluded Works and references to **"Commencement"** and **"Commence"** shall be construed accordingly;

**"Completion Notice Date"** means the date when the Council confirms that the Development has been completed in accordance with the Planning Permission and the terms of this Agreement to their satisfaction;

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

- (a) Private Residential Units;
- (b) Affordable Housing Units;
- (c) commercial units;
- (d) any other floorspace;
- (e) property
- (f) land
- (g) any other component at the Development;

**"Considerate Constructors Scheme"** means the national initiative set up by the construction industry to improve its image which involves the registration and monitoring of construction sites, whose website is at [www.ccscheme.org.uk](http://www.ccscheme.org.uk);

**"Construction Phase"** means the period from the Implementation Date until the Completion Notice Date;



**"Construction Skills Certification Scheme"** means the skills certification scheme within the UK construction industry (as outlined on their website <https://www.cscs.uk.com/>);

**"Contributions"** means the Bus Contribution, the Carbon Offsetting Contribution, the Local Labour Contribution, the Paddock Contribution, the Parking Contribution, the TMO Contribution, the Travel Plan Contribution or any number of them (as the context so permits);

**"Council Monitoring Contribution"** means the sum of £29,500 to be applied by the Council for all the purposes relevant and connected with monitoring and compliance checking with regard to the obligations in this Agreement;

**"Definitions Plan"** means the drawing with reference number 535\_02\_SK\_116 Rev 01 at schedule 6;

**"Developer Lease"** means the 250-year leasehold interest in the part of the Property shown indicatively edged with a broken light blue line on the Land Ownership Plan granted by the Owner to the Developer on 31 March 2017 and at the date of this Agreement pending registration at HM Land Registry such lease being granted pursuant to an option agreement dated 4 August 2014 between (1) Isis Waterside Regeneration (General Partner) Limited and Isis Waterside Regeneration (GP Nominee) Limited and (2) the Owner;

**"Developer's Leasehold Land"** means the land and buildings demised under the Developer Lease and the Heron House Lease;

**"Development"** means a residential led mixed use development pursuant to the Planning Permission comprising the demolition of existing buildings and structures; the construction of buildings across the Property to include residential (up to 505 units) and flexible retail or business uses (Use Classes A1-A5 or B1); pedestrian/cycle footbridges, modification works to the existing vehicular access and associated highway works; refurbishment of existing infrastructure (including provision of an on-site energy centre, if required), landscaping and public realm works; new servicing arrangements; car/cycle parking; and associated and facilitating works. All matters are reserved for the pedestrian footbridges, Phases 2 and 3 buildings and detailed permission is sought with no matters reserved for the Phase 1 buildings. The detailed component of the Application (Phase 1 buildings only) comprises the demolition of existing buildings; the construction of buildings ranging from 16 to 21 storeys to accommodate 249 residential units and 307m<sup>2</sup> (GIA) of flexible retail or business uses (Use Classes A1-A5 or B1); modification works to the existing vehicular access and associated highway works; infrastructure (including provision of an on-site energy centre, if required), landscaping and public realm works; new servicing arrangements; car/cycle parking; and associated and facilitating works;

**"Development Break"** means a continuous period of 24 months or more after the carrying out of Viability Review 2 but prior to the carrying out of Viability Review 3 in which no construction works take place to progress the Development;

**"Development Break Viability Review"** means the upwards only review of the financial viability of the Development which depending on when in the Construction Phase the relevant Development Break occurs:

- (a) uses Formula 1 and Formula 2 to determine whether Additional Affordable Housing can be provided on the Property as part of the Development; or
- (b) uses Formula 3 to determine whether an Affordable Housing Contribution is payable;

**"Development Viability Information"** means the following information:



- (a) Review Stage GDV;
- (b) Estimated GDV;
- (c) Average Affordable Rented Housing Values;
- (d) Average Private Residential Housing Values;
- (e) Average Shared Ownership Housing Values;
- (f) Actual Build Costs;
- (g) Estimated Build Costs;

AND including in each case supporting evidence to the Council's and the GLA's reasonable satisfaction;

**"Disposal"** includes:

- (a) the Sale of a Component(s) of the Development;
- (b) the grant of a lease for a term of less than 125 years of a Component of the Development;
- (c) where a Component of the Development has become subject to an assured shorthold tenancy agreement or any short term let; and

ALWAYS excluding Fraudulent Transactions and **"Dispose"** and **"Disposals"** and **"Disposed"** shall be construed accordingly;

**"Due Date"** means the date upon which any payment under any of the provisions of this Agreement is due to be made;

**"Eligible Purchasers"** means a purchaser who is part of a household whose gross annual household income at the date of purchasing the relevant Shared Ownership Housing Unit does not exceed the relevant amount specified in the latest London Plan Annual Monitoring Report (or replacement GLA guidance or policy) in place at the point at which the relevant Shared Ownership Housing Unit is offered to a prospective purchaser;

**"Employment and Skills Plan"** means the plan to be submitted to the Council and containing the information outlined under clause 6.4 below;

**"Energy Plan"** means the plan to be submitted to the Council in accordance with this Agreement and containing information relating to the Development's energy requirements and performance and how these will be met including:

- (a) whether and how the Development can be connected to the Hale Village Energy Centre ("**Option 1**") and if not the alternative mechanism for delivering the energy supplies for the Development by way of one or more energy centre(s) on the Property ("**Option 2**");
- (b) a full update to the Hale Wharf Energy Strategy (revision 2) dated 13 May 2016;
- (c) full details of community heating network and associated infrastructure for Option 1 and Option 2 and to demonstrate how all the heating and hot water loads requirements for the Development shall be provided by a single hot water network;
- (d) if the plan supports Option 1, details of how energy efficiency shall be maximised and details of the following for approval:

- (i) the CO2 reduction to be delivered by connecting to the Hale Village Energy Centre;
  - (ii) the confirmed route of pipe work to connect to the Property from the Hale Village Energy Centre if different from Bridge 1;
  - (iii) confirmation of the route of the pipe work to enable connection neighbouring and future development sites;
  - (iv) the route of the pipe work across the site (connecting all buildings and all uses);
  - (v) the energy centre requirements in Block A;
  - (vi) the agreed operational practices across the site; and
  - (vii) the carbon factor of the heat across the heat network;
- (e) if the plan supports Option 2, details of the following for approval:
- (i) how the energy centre provides heating loads for Phases 2 and 3;
  - (ii) confirmation that the energy system will be CHP-led, with boiler back-up;
  - (iii) schematic diagram of the plant room with all its requirements;
  - (iv) how the energy centre enables future strategic connections to be made to adjoining sites;
  - (v) the operating systems and the agreed operational practices across the Development ensuring that residents are protected and the system is designed to be efficient;
  - (vi) consideration of incorporating renewable technologies (e.g. water source heat pumps); and
  - (vii) the carbon factors of heat; and
- (f) how the Development will comply with London Plan energy reduction target as relevant at the time the Application was submitted of 35 per cent reduction beyond the Building Regulations 2010 (as amended) and to establish the Carbon Offsetting Contribution (if applicable);

**"Estimated Build Costs"** means the estimated build costs of the Development remaining to be incurred at the relevant Review Date based on agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant including construction and external works and which take into account and are in accordance with the Actual Build Costs to be assessed by the Council and the GLA;

**"Estimated GDV"** means the estimated Market Value of all the remaining Components of the Development not Disposed of at the relevant Review Date based on the relevant information used to assess the Review Stage GDV together with detailed comparable market evidence and taking into account Public Subsidy and Development related income from any other sources to be assessed by the Council and the GLA and which deducts any Increased CIL Charge;

**"Excluded Works"** means archaeological investigation, remediation works associated with decontamination, exploratory boreholes, site or soil investigations, demolition, site clearance, excavation and/or site preparation, site reclamation and site remediation

works, installation of trunk services to serve the Development, temporary construction works and piling, temporary diversion of highways, pegging out, the erection of temporary fencing and hoardings or other measures to secure the site, the construction of temporary access and service roads, construction and laying of temporary services and drainage, and the diversion laying construction enlargement repair maintenance cleansing connection to and use of services to serve the Development, preparatory engineering works designed to lay foundations, below ground infrastructure and services, works of repair of the river wall, provision of temporary construction and security site accommodation, the erection of an acoustic barrier and noise attenuation works;

**"Existing CIL Charging Schedules"** means the documents in force as at the date of this Agreement setting rates and other criteria by reference to which the amount of CIL chargeable in respect of the Development is to be determined, namely the Mayor of London's CIL charging schedule adopted and effective from 1 April 2012 and the Council's CIL charging schedule adopted on 21 July 2014 and effective from 1 November 2014;

**"External Consultant"** means the external consultant jointly appointed by the Council and the GLA to assess the Development Viability Information;

**"Formula 1"** means the formula identified as "Formula 1" within the Annex to schedule 3;

**"Formula 2"** means the formula identified as "Formula 2" within the Annex to schedule 3;

**"Formula 3"** means the formula identified as "Formula 3" within the Annex to schedule 3;

**"Fraudulent Transaction"** means:

- (a) a transaction the purpose or effect of which is to artificially reduce the Review Stage GDV and/or artificially increase Actual Build Costs; and/or
- (b) a Disposal of a Component of the Development that is not an arm's length third party bona fide transaction;

**"Habitable Room"** means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of not less than 13 square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;

**"Hale Village Energy Centre"** means the energy centre whose location is shown indicatively on the Hale Village Energy Centre Plan;

**"Hale Village Energy Centre Plan"** means the plan with reference number 535\_02\_SK\_120 Rev 01 at schedule 6;

**"Haringey Employment and Recruitment Partnership"** means the Haringey partnership which comprises the Council (acting by its Economic Development Service), Job Centre Plus, Tottenham Hotspur Foundation and the College of Haringey Enfield and North East London;

**"Haringey 6th Form College"** means the education and training facility for people aged 16-18 situated at White Hart Lane Tottenham London N17 8HR;

**"Heron House Lease"** means the leasehold interest in the part of the Property shown indicatively hatched pink and purple on the Land Ownership Plan and registered at HM Land Registry under title number EGL344364;



**"Highway Agreement"** means an agreement between the Developer and the Council made pursuant to section 278 of the 1980 Act and any other enabling power to provide the delivery of the Highway Works at the Developer's expense;

**"Highway Works"** means those works to Ferry Lane including a toucan/tiger crossing on Ferry Lane as shown indicatively on the Highway Works Plan and/or access to Ferry Lane (as the Council shall agree with the Developer);

**"Highway Works Plan"** means the drawing with reference number 14-180-001 Rev A at schedule 6;

**"Homes and Communities Agency"** means the government body established by the Housing and Regeneration Act 2008 responsible for the delivery and funding of housing and regeneration projects in England whose headquarters is currently at 110 Buckingham Palace Road, London SW1W 9SA (formerly known as the Housing Corporation) or any successor body or organisation;

**"Increased CIL Charge"** means the difference between:

- (a) the amount of CIL payable in respect of any Phase; and
- (b) the amount of CIL that would have been payable in respect of that Phase if the chargeable amount had been calculated by applying the CIL rates set out within the Existing CIL Charging Schedules for the Property being:
  - (i) £15 per square metre in borough CIL for residential floor space;
  - (ii) nil in borough CIL for office, industrial, warehousing and small-scale retail (Use Class A1 - A5) floor space; and
  - (iii) £35 per square metre in Mayoral CIL for residential, office, industrial, warehousing and small-scale retail (Use Class A1 - A5) floor space;

**"Index"** means the All Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the All Items Index of Retail Prices becomes no longer maintained;

**"Implementation Date"** means the date of implementation of the Development (or any part or Phase as may be specified) by the carrying out of a material operation as defined in section 56 of the Act and references to **"Implementation"** and **"Implement"** shall be construed accordingly;

**"Land Ownership Plan"** means the drawing with reference number 535\_02\_SK\_121 Rev 04 at schedule 6;

**"Land Value"** means £6,830,000 being the value of the Property;

**"Leaseholders"** means the lessees under the Leases;

**"Leases"** means the Long Leasehold and other leasehold interests in respect of the Property as at the date of this Agreement excluding the Developer Lease and the Heron House Lease;

**"LHA"** means the local housing allowance rate applicable to the Property from time to time as published by the Valuation Office Agency (or any successor in statutory function);

**"Local Labour Contribution"** means the sum of £30,000 to be used by the Council for the management of the local labour initiatives in clause 6.4 below;

**"Local Resident"** means a person who is resident in the Borough;

**"London Design Standards"** means the applicable housing design standards set out in the London Plan, the Mayor of London's Housing Supplementary Planning Guidance (2016) and the Mayor of London's and Homes and Communities Agency's Funding Standards Framework – New Funding Design and Sustainability Standards for London (December 2011) and any replacement or supplementary guidance in force from time to time;

**"London Plan"** means the London Plan published in March 2016 as revised from time to time;

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

**"Long Leasehold Land"** means the leasehold parcel of land within the Property shown indicatively hatched orange and pink on the Land Ownership Plan and registered at HM Land Registry under title number EGL253684 and **"Long Leasehold"** means the 125-year leasehold interest in respect of this parcel of land which derives from the Owner's freehold interest registered at HM Land Registry under title number MX382839;

**"Market Value"** means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the date of valuation assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

**"Marketing Plan"** means the plan to be submitted pursuant to clause 6.10(a) below for the marketing of Block K as B1 Office Use which shall include a list of target tenants and require advertising by a reputable estate agent online for at least six months and in the local press every two months for six months, and **"Approved Marketing Plan"** means the Marketing Plan that is approved by the Council;

**"Marketing Review Plan"** means the review to be submitted pursuant to clause 6.10(d) below to demonstrate how the Approved Marketing Plan performed and the demand and prospects of attracting Occupiers for B1 Office Use and consequently whether Block K shall be used for commercial use (within classes A1-A5 or B1) or Residential Use and **"Approved Marketing Review Plan"** means the Marketing Review Plan that is approved by the Council;

**"Nominations Agreement"** means an agreement to be entered into with the Council in a form to be agreed between the Council and the Affordable Housing Provider (acting reasonably) and providing the Council with nomination rights in respect of the Affordable Rented Housing Units for the life of the Development;

**"NPPF"** means the National Planning Policy Framework published in March 2012 as may be amended from time to time;



**"Occupation Date"** means the date on which any part of the Development (or any part or Phase, as may be specified) is first occupied for the purposes set out in the Planning Permission (which for the avoidance of doubt shall not include occupation for the purposes of fitting out or marketing the Development) and the terms **"Occupy"**, **"Occupied"**, **"Occupier"** and **"Occupation"** shall be construed accordingly;

**"Overheating Plan"** means a plan for each Phase setting out details of overheating mitigation measures to be included in the detailed design of the Development in accordance with the energy strategy submitted with the Application with the aim of preventing overheating of Residential Units and to include results of thermal modelling which takes into account the data sets contained in Design Summer Years for London (TM49: 2014) guidance, that demonstrate that with the specified measures in place overheating of any Residential Unit including in any reasonably foreseeable future climate scenario is not anticipated;

**"Paddock"** means the paddock shown indicatively edged blue on the Paddock Plan;

**"Paddock Contribution"** means the sum of £500,000 to be used by the Council for improvements and/or management and/or maintenance of the Paddock;

**"Paddock Plan"** means the drawing with reference number 535\_02\_SK\_119 Rev 01 at schedule 6;

**"Parking Contribution"** means the sum of £6,000 to be used by the Council for the monitoring and enforcement of parking controls and consultation for and implementation of additional parking controls within a mile of the Development;

**"Parking Plan"** means the Phase 1 Parking Plan, the Phase 2 Parking Plan or the Phase 3 Parking Plan as applicable;

**"Parties"** means the parties to this Agreement, their successors in title, any person deriving title through or under a party and, in the case of the GLA and the Council, the successors to their statutory functions and **"Party"** shall be construed accordingly;

**"Phase"** means Phase 1, Phase 2 or Phase 3 and **"Phases"** means any number of them as the context so permits;

**"Phase 1"** means the first phase of the Development as shown indicatively coloured yellow on the Phasing Plan;

**"Phase 1 Parking Plan"** means a parking plan for Phase 1 that sets out the interim and long-term detailed car parking arrangements for Phase 1 and that shall ensure the following:

- (a) all the temporary and permanent car parking spaces in Phase 1 other than the Car Club Parking Space (the **"Phase 1 Parking Spaces"**) are first offered to residents of the Development who are wheelchair users and then, if not taken up, next offered to residents of the Development who are Blue Badge Holders;
- (b) details are set out of the number, location and design of the Phase 1 Parking Spaces;
- (c) a mechanism is set up for re-allocation of the Phase 1 Parking Spaces (or suitable alternative parking spaces) to ensure that Blue Badge Holders who are new residents of the Development are offered a parking space;
- (d) provision of one Car Club Parking Space;



- (e) provision of electric vehicle charging points in not less than 20 per cent of the permanent car parking spaces in Phase 1 and that not less than an additional 20 per cent of the permanent car parking spaces in Phase 1 are designed to facilitate installation of electric vehicle charging points in the future; and
- (f) details are set out of arrangements to monitor and report on compliance with the Phase 1 Parking Plan;

**"Phase 2"** means the second phase of the Development as shown indicatively coloured pink on the Phasing Plan;

**"Phase 2 Parking Plan"** means a parking plan for Phase 2 that sets out the long-term detailed car parking arrangements for Phase 2 and that shall ensure the following:

- (a) all the car parking spaces in Phase 2 other than the Car Club Parking Space (the **"Phase 2 Parking Spaces"**) are first offered to residents of the Development who are wheelchair users and then, if not taken up, next offered to residents of the Development who are Blue Badge Holders;
- (b) details are set out of the number, location and design of the Phase 2 Parking Spaces;
- (c) a mechanism is set up for re-allocation of the Phase 2 Parking Spaces (or suitable alternative parking spaces) to ensure that Blue Badge Holders who are new residents of the Development are offered a parking space;
- (d) provision of one Car Club Parking Space;
- (e) provision of electric vehicle charging points in not less than 20 per cent of the permanent car parking spaces in Phase 2 and that not less than an additional 20 per cent of the permanent car parking spaces in Phase 2 are designed to facilitate installation of electric vehicle charging points in the future;
- (f) details are set out of arrangements to monitor and report on compliance with the Phase 2 Parking Plan; and
- (g) details are set out of arrangements to monitor and report on the use of the six business barge parking spaces, including measures to reduce this number and re-allocate use for wheelchair users, Blue Badge Holders and other priority users over time;

**"Phase 3"** means the third phase of the Development as shown indicatively coloured blue on the Phasing Plan;

**"Phase 3 Parking Plan"** means a parking plan for Phase 3 that sets out the long-term detailed car parking arrangements for Phase 3 and that shall ensure the following:

- (a) all the car parking spaces in Phase 3 (the **"Phase 3 Parking Spaces"**) are first offered to residents of the Development who are wheelchair users and then, if not taken up, next offered to residents of the Development who are Blue Badge Holders;
- (b) details are set out of the number, location and design of the Phase 3 Parking Spaces;
- (c) a mechanism is set up for re-allocation of the Phase 3 Parking Spaces (or suitable alternative parking spaces) to ensure that Blue Badge Holders who are new residents of the Development are offered a parking space;

- (d) provision of electric vehicle charging points in not less than 20 per cent of the car parking spaces in Phase 3 and that not less than an additional 20 per cent of the car parking spaces in Phase 3 are designed to facilitate installation of electric vehicle charging points in the future; and
- (e) details are set out of arrangements to monitor and report on compliance with the Phase 3 Parking Plan;

**"Phasing Plan"** means the plan with reference number 535\_02\_SK\_118 Rev 01 at schedule 6 (or any revised phasing plan as may be approved in writing by the Council);

**"Phasing Programme"** means a programme prepared by the Developer in writing, to be submitted to the Council setting out the stages in which the Development shall be implemented and the work comprised in each Phase;

**"Planning Obligations Monitoring Officer"** means an officer of the Council from time to time allocated to deal with and monitor all obligations pursuant to this Agreement;

**"Planning Permission"** means planning permission for the Development to be granted by the Mayor of London pursuant to the Application substantially in the form of the draft decision notice attached at schedule 8;

**"Policy Cap"** means £20,191,963 (being the increase in gross development value from the Breakeven GDV required to provide 50 per cent of the total floorspace of the Residential Units as Affordable Housing Units with a tenure split of 40 per cent Affordable Rented Housing and 60 per cent Shared Ownership Housing);

**"Practical Completion"** means the issue of a certificate of practical completion by the Developer's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof and **"Practically Complete"** and **"Practically Completed"** shall be construed accordingly;

**"Priority Band 1"** means Eligible Purchasers whose gross annual household income at the date of purchasing the relevant Shared Ownership Housing Unit does not exceed £40,000 (maximum housing costs to be 45 per cent of net household income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time;

**"Priority Band 2"** means Eligible Purchasers whose gross annual household income at the date of purchasing the relevant Shared Ownership Housing Unit does not exceed £60,000 (maximum housing costs to be 45 per cent of net household income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time;

**"Priority Band 3"** means Eligible Purchasers whose gross annual household income at the date of purchasing the relevant Shared Ownership Housing Unit does not exceed £90,000 (maximum housing costs to be 45 per cent of net household income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time;

**"Private Residential Units"** means not more than 328 Residential Units for private sale or rent forming part of the Development and which excludes the Affordable Housing Units and the phrase **"Private Residential Housing"** shall be construed accordingly;

**"Property"** means the land and premises known as Hale Wharf Ferry Lane London N17 shown indicatively edged with a broken dark blue line on the Land Ownership Plan and comprising:



- (a) the freehold parcel of land shown indicatively coloured pink on the Land Ownership Plan and registered at HM Land Registry under title number MX382839;
- (b) the freehold parcel of land shown indicatively coloured yellow on the Land Ownership Plan and registered at HM Land Registry under title number AGL342205;
- (c) the freehold parcel of land shown indicatively coloured light blue on the Land Ownership Plan and registered at HM Land Registry under title number AGL348163;
- (d) the freehold parcel of land shown indicatively coloured red on the Land Ownership Plan and registered at HM Land Registry under title number AGL192737;
- (e) the freehold parcel of land shown indicatively coloured light grey on the Land Ownership Plan and registered at HM Land Registry under title number AGL201050;
- (f) the land and buildings demised under the Heron House Lease; and
- (g) the land and buildings demised under the Developer Lease;

**"PRS Clawback Amount"** means, subject to clause 13.3 below, in respect of each PRS Disposal the sum of:

- (a) £61,353 per 1-bedroom PRS Housing Unit so disposed;
- (b) £123,500 per 2-bedroom PRS Housing Unit so disposed; and
- (c) £294 per 3-bedroom PRS Housing Unit so disposed;

**"PRS Disposal"** means the sale of a freehold or the grant or assignment of a lease or the grant of an assured shorthold tenancy agreement during the PRS Period in respect of one or more PRS Housing Units that is not in accordance with the Approved PRS Management Plan (as defined in paragraph 1.2 of schedule 2);

**"PRS Housing Units"** means, subject to paragraph 1.11 of schedule 2, the 108 Residential Units to be constructed within Block B pursuant to the Planning Permission with an indicative mix being 50 x 1 bed, 51 x 2 bed and 7 x 3 bed Residential Units;

**"PRS Management Plan"** means a plan setting out management principles for the PRS Housing Units and which shall incorporate the following requirements unless otherwise agreed in writing with the Council:

- (a) each PRS Housing Unit shall be self-contained and let separately for private Residential Use;
- (b) the length of each initial lease of each PRS Housing Unit shall be offered at a minimum term of three years PROVIDED THAT prospective tenants shall not be compelled to take up a three year tenancy and may request shorter terms;
- (c) each lease of each PRS Housing Unit shall contain a break clause allowing the tenant to end the lease with a month's notice any time after the first six months of the lease;
- (d) the PRS Housing Units shall be managed as a whole by a single professional property manager which:
  - (i) provides a consistent and quality level of housing management;
  - (ii) has some daily on-site presence;



- (iii) is part of an accredited ombudsman scheme;
  - (iv) is a member of the British Property Federation or the Royal Institute of Chartered Surveyors;
  - (v) complies with the Royal Institute of Chartered Surveyors Private Rented Sector Code (as revised from time to time); and
  - (vi) has a complaints procedure;
- (e) all rent increases within the term of a lease shall be calculated by reference to an index which shall be made clear to the tenant before the start of each tenancy; and
- (f) rents may be reset at the start of each new tenancy;

**"PRS Period"** means 15 years starting on the first Occupation Date of the PRS Housing Units;

**"Public Realm"** means the publically accessible landscaped areas and open space to be provided as part of the Development, including communal play space, communal amenity space, enhancements to the existing mooring facilities and towpath improvements, as shown indicatively shaded brown on the Public Realm Plan;

**"Public Realm Management and Maintenance Plan"** means:

- (a) in respect of Phase 1 and Phase 2, a plan for each Phase setting out details of:
  - (i) the proposed management and maintenance arrangements (including, without limitation, access, cleaning, maintenance, lighting, opening hours, reasonable conduct rules, safety and security) for the Temporary Public Realm in that Phase at the Developer's cost to ensure that the Temporary Public Realm is kept in good order and in safe condition at all times; and
  - (ii) the interface between temporary car parking during the Construction Phase and the Temporary Public Realm and the subsequent removal and making good of such parts of the Temporary Public Realm; and
- (b) in respect of Phase 3, a plan setting out details of:
  - (i) the proposed management and maintenance arrangements (including, without limitation, access, cleaning, maintenance, lighting, opening hours, reasonable conduct rules, safety and security) for all the Temporary Public Realm and the Public Realm in the Development at the Developer's cost to ensure that the Temporary Public Realm and the Public Realm is kept in good order and in safe condition at all times; and
  - (ii) the interface between temporary car parking during the Construction Phase and the Temporary Public Realm and the subsequent removal and making good of such parts of the Temporary Public Realm

and the **"Approved Public Realm Management and Maintenance Plan"** means each Public Realm Management and Maintenance Plan that is approved by the Council pursuant to paragraph 4.7 of schedule 4;

**"Public Realm Plan"** means the drawing with reference number 435-00-010-PA Rev PL3 at schedule 6;

**"Public Subsidy"** means funding from the Council and the GLA together with any additional public subsidy secured by the Developer to support the delivery of the Development;

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

**"Requisite Evidence"** means satisfactory written evidence (including copies of all correspondence, meeting minutes and financial offers) that the Developer has used All Reasonable Endeavours to secure all rights required for the construction, retention, maintenance and use of the relevant parts of the Development on the Additional Land and to secure the termination, surrender or ending of the Long Leasehold;

**"Reserved Matters Application"** means a reserved matters application made pursuant to the Planning Permission;

**"Reserved Matters Approval"** means an approval of reserved matters pursuant to a Reserved Matters Application;

**"Residential Units"** means not more than 505 units of Use Class C3 residential accommodation to be provided as part of the Development comprising the Private Residential Units and the Affordable Housing Units;

**"Residential Use"** means use as a dwelling house as defined by Class C3 of Part C of the Schedule to the Use Classes Order;

**"Review Date"** means the Review 1 Date, the Review 2 Date, the Review 3 Date or the date on which a Development Break Viability Review is carried out (as applicable);

**"Review 1 Date"** means the date 24 months from but excluding the date of grant of the Planning Permission;

**"Review 2 Date"** means any date within the three calendar months immediately preceding the date of Commencement of Phase 2;

**"Review 3 Date"** means the date on which 85 per cent of the Private Residential Units have been Disposed of;

**"Review Stage GDV"** means the value of all gross receipts from any Sale of a Component of the Development prior to the relevant Review Date and the Market Value of any Component of the Development that has been otherwise Disposed of but not Sold and which takes account of Public Subsidy and any Development related income from any other sources to be assessed by the Council and the GLA and which deducts any Increased CIL Charge and any PRS Clawback Amount received by the Council and any Public Subsidy repaid by the Developer to the Council and/or the GLA (as applicable);

**"RTA Purchaser"** means a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes;

**"Sale"** means either:

- (a) the sale of the freehold of a Component of the Development; or



- (b) the grant of a lease of a Component of the Development with a term of not less than 125 years and subject to nominal rent

and **"Sold"** shall be construed accordingly;

**"Service Charges"** means solely the direct costs associated with the ongoing management and maintenance of the external fabric and internal common parts of the buildings accommodating Affordable Rented Housing which for the avoidance of doubt will not include charges for services which Occupiers of the Affordable Rented Housing are unable to access;

**"Shared Ownership Housing"** means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and **"Shared Ownership Lease"** and **"Shared Ownership Lessee"** shall be construed accordingly;

**"Shared Ownership Housing Units"** means the Affordable Housing Units to be made available for Shared Ownership Housing in Block C, Block D, Block E, Block F and Block G in accordance with paragraph 5 of schedule 1;

**"Social Rented Housing"** means rented housing owned and managed by local authorities or Affordable Housing Providers for which guideline Target Rents are determined through the national rent regime;

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

**"Substantial Implementation"** means the Development has been Implemented and the following has occurred:

- (a) those parts of the Excluded Works required for Phase 1 have been completed;
- (b) the letting of a building contract or contracts for the construction of the either Block A or Block B; and
- (c) the construction of Block A or Block B to at least first floor level;

**"Target Rents"** means rents for social rented properties conforming with the pattern produced by the formula rent set out in the Guidance on Rents for Social Housing published by the Department of Communities and Local Government in May 2014 and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;

**"Target Return"** means a profit on cost of 16.75 per cent as determined within the Breakeven Viability Appraisal;

**"Temporary Public Realm"** means the publically accessible landscaped areas and open space to be provided during the Construction Phase as part of the Development, including communal play space, communal amenity space, enhancements to the existing mooring facilities and towpath improvements, as shown indicatively shaded dark brown for each Phase on the Temporary Public Realm Plans;

**"Temporary Public Realm Plans"** means the drawings with reference numbers 435-01-001-PA Rev B, 435-02-001-PA Rev B and 435-03-001-PA Rev B at schedule 6;

**"Third Party Rights"** has the meaning given in paragraph 1.1 of schedule 5;



**"TMO Contribution"** means the sum of £1,000 to be used by the Council to make or amend a traffic management order to prevent residents of the Development from applying for a parking permit in any future controlled parking zone in the vicinity of the Property;

**"Travel Plan"** means a detailed travel plan for residential and commercial uses within each Phase and based on the principles within the framework travel plan submitted with the Application:

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

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

**"Travel Plan Contribution"** means the sum of £3,000 to be used by the Council to monitor compliance with the Travel Plan;

**"Updated Build Costs"** means the sum of:

- (a) Actual Build Costs; and
- (b) Estimated Build Costs;

**"Updated GDV"** means the sum of:

- (a) Estimated GDV; and
- (b) Review Stage GDV;

**"Use Classes Order"** means the Town and Country Planning (Use Classes) Order 1987 (as amended) (as in force at the time of this Agreement);

**"Viability Review"** means Viability Review 1, Viability Review 2, Viability Review 3 or a Development Break Viability Review as the context permits;

**"Viability Review 1"** means the upwards only review of the financial viability of the Development at Review 1 Date using Formula 1 and Formula 2 to determine whether Additional Affordable Housing can be provided on the Property as part of the Development;

**"Viability Review 2"** means the upwards only review of the financial viability of the Development at Review 2 Date using Formula 1 and Formula 2 to determine whether Additional Affordable Housing can be provided on the Property as part of the Development;

**"Viability Review 3"** means the upwards only review of the financial viability of the Development at Review 3 Date using Formula 3 to determine whether an Affordable Housing Contribution is payable;

**"Waste Management Plan"** means a plan for each Phase setting out details of waste management including storage, collection, monitoring and cleansing arrangements for residential and commercial waste for each building in the particular Phase; and

**"Working Day"** means any day except Saturday, Sunday, any bank or public holiday and any day between Christmas Day and New Year's Day.

1.2 In this Agreement:

- (a) where the context so admits, words importing the singular shall include the plural and vice versa;
- (b) words of the masculine gender include the feminine and neuter genders and vice versa;
- (c) words denoting actual persons include companies corporations and other artificial persons and vice versa;
- (d) unless otherwise stated, any reference to a clause, paragraph, schedule, part or plan is to a clause, paragraph, schedule, part or plan in this Agreement;
- (e) the clause and paragraph headings in this Agreement do not form part of this Agreement and shall not be taken into account in its construction or interpretation;
- (f) any reference to a specific statute or statutes includes any statutory extension, modification, amendment or re-enactment of such statute from time to time and any regulations or orders made under such statute;
- (g) words denoting an obligation on a Party to do any act, matter or thing, include an obligation to procure that it be done and words denoting an obligation not to do any act, matter or thing include an obligation not to cause, suffer or permit the doing of that act, matter or thing; and
- (h) unless otherwise stated, any obligation undertaken to be performed or observed by more than one Party shall be enforceable against all such Parties jointly and against each individually.

## 2. **ENABLING POWERS AND LEGAL EFFECT**

2.1 This Agreement is made pursuant to:

- (a) sections 2E and 106 of the Act;
- (b) section 111 of the Local Government Act 1972;
- (c) section 16 of the 1974 Act;
- (d) section 2 of the Local Government Act 2000;
- (e) section 1 of the Localism Act 2011; and
- (f) all other powers enabling in that behalf.

2.2 To the extent that they fall within the terms of section 106 of the Act, it is hereby agreed that the obligations, covenants, restrictions and conditions in this Agreement are planning obligations for the purposes of section 106 of the Act and are enforceable by the GLA, the Council or both, each as a local planning authority and all covenants and conditions in this Agreement are enforceable by the Council pursuant to section 16 of the 1974 Act and all other enabling statutory provisions.

2.3 The Owner and the Developer hereby agree and acknowledge that the positive and restrictive covenants and undertakings herein on their parts are entered into with the intent that the same will bind their respective interests in the Property and shall be

enforceable not only against the Owner and the Developer but also against their successors-in-title and assigns and any person corporate or otherwise claiming through or under the Owner and/or the Developer an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants, restrictions and undertakings which relate to the interest or estate for the time being held by that person.

- 2.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission is quashed or revoked or otherwise withdrawn or expires without Implementation.
- 2.5 Each clause, schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, schedule or paragraph is held by the courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, schedule or paragraph be valid shall apply without prejudice to any other clause, schedule or paragraph contained herein.
- 2.6 Nothing in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the GLA and the Council under private or public statutes byelaws orders and regulations (including for the avoidance of doubt the ability to apply for or be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief) and the same may be as fully effectively exercised as if they were not party to this Agreement.
- 2.7 Nothing in this Agreement shall imply any obligations on the part of the Council or the GLA to ensure that the Development is properly constructed.

### 3. **CONDITIONALITY**

This Agreement shall take effect on the date of this Agreement SAVE FOR clauses 6.2 to 6.13 (inclusive) and schedule 1 to schedule 5 (inclusive) which shall take effect on the date of the Planning Permission.

### 4. **ENFORCEABILITY**

- 4.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it has parted with its entire interest in the Property or their interest in the part of the Property in respect of which such breach occurs (but without prejudice to liability for any subsisting breach arising prior to parting with such interest).
- 4.2 The obligations, undertakings and liabilities under this Agreement on the part of the Developer shall be enforceable against the Owner (and any of its successors-in-title) if:
- (a) the Developer Lease is terminated, surrendered or otherwise brought to an end and the Owner takes or is entitled to take possession of any land comprised within the Developer Lease;
  - (b) the Owner (or a successor-in-title) is in or has come into possession of any part of the Developer's Leasehold Land, in which case the obligations, undertakings and liabilities under this Agreement shall be enforceable against it to that extent and the Owner shall be deemed to have taken possession of the Developer's Leasehold Land;



- (c) the Owner (or a successor-in-title other than the Developer) has Implemented the Planning Permission and/or is carrying out any part of the Development without first complying with clause 5.1 of this Agreement; or
- (d) the Owner (or a successor-in-title other than the Developer) has permitted or suffered the Implementation of the Planning Permission and/or the carrying out of the Development by any party (other than the Developer) without that party first entering into a deed with the Council and the GLA to observe and perform the obligations, covenants and undertakings under this Agreement.

4.3 The obligations in this Agreement shall not be enforceable against:

- (a) any statutory undertaker (other than any Party) carrying out its statutory functions;
- (b) any individual owner, lessee or Occupier of a completed Residential Unit save for the obligations within clauses 6.5(b), 6.5(c), 6.7(c), 6.7(f), 6.7(g), 6.11(a), 6.11(b), 6.12(a) and 6.12(b), paragraph 3.1 of schedule 1 and schedule 1 to the extent that they relate to the relevant Residential Unit;
- (c) any Affordable Housing Provider of the Affordable Housing Units save for the obligations within clauses 6.5(b), 6.5(c), 6.7(c), 6.7(f), 6.7(g), 6.11(a), 6.11(b), 6.12(a) and 6.12(b) and schedule 1 to the extent that they relate to the relevant Affordable Housing Units;
- (d) any provider of the PRS Housing Units save for the obligations within clauses 6.5(b), 6.5(c), 6.7(c), 6.7(f), 6.7(g), 6.11(a), 6.11(b), 6.12(a) and 6.12(b) and schedule 2 to the extent that they relate to the PRS Housing Units;
- (e) any individual Occupier of a commercial unit save for the obligations in clauses 6.5(b), 6.5(c), 6.7(f), 6.7(g), 6.11(b), 6.12(a) and 6.12(b) to the extent that they relate to the relevant commercial unit; and
- (f) any party acquiring an interest in the Property solely by way of registered legal charge or mortgage, unless that party takes possession of the Property in which case it will be bound by the obligations of this Agreement to the extent of its interest in the Property but not further or otherwise.

## 5. OBLIGATIONS OF THE OWNER

The Owner hereby agrees to its interests in the Property being bound by the terms of this Agreement and covenants and undertakes for itself and its successors-in-title with the GLA and the Council as follows:

- 5.1 Not to Implement the Development or suffer or permit the Implementation of the Development by any person under its reasonable control (other than the Developer) unless and until the Owner has entered into a deed of adherence pursuant to section 106 of the Act with the Council and the GLA to observe and perform the obligations, covenants and undertakings under this Agreement.
- 5.2 Not to encumber or otherwise deal with their interest in the Property (or any part or parts thereof) or the Long Leasehold in any manner whatsoever that may enable the carrying out of any part of the Development without complying with the terms of this Agreement or any manner which would otherwise prevent the obligations, covenants and undertakings imposed by this Agreement from being carried out or complied with.
- 5.3 That the Owner is the registered proprietor with freehold title absolute of the freehold land comprised in the Property and the Developer benefits from the Developer Lease and the Heron House Lease and each has full power and rights to enter into this Agreement in respect of its respective interests and that all of the parts of the Property comprised

within its interests are free from all encumbrances which would prevent the Development from being carried out and brought into beneficial use and that there is no other person having any freehold or long leasehold interest in the Property which has not been disclosed to the GLA and the Council prior to the date of this Agreement.

## 6. OBLIGATIONS OF THE DEVELOPER

The Developer hereby agrees to its interests in the Property being bound by the terms of this Agreement and covenants and undertakes for itself and its successors in title with the GLA and the Council as follows:

### 6.1 General

- (a) Not to carry out continue or procure the Development without performing and observing the obligations stipulations and other matters set out in this Agreement and on the part of the Developer to be performed and observed.
- (b) Without prejudice to any statutory rights of entry of the GLA and the Council, and subject to compliance with all health and safety requirements, to permit the Planning Obligations Monitoring Officer and officers of the GLA access to all parts of the Property comprised within the Developer's interests to monitor compliance with the obligations in this Agreement.
- (c) To comply with reasonable requests to provide documentation within the Developer's possession (at the Developer's expense) for the purposes of monitoring compliance with the obligations in this Agreement.
- (d) Not to encumber or otherwise deal with its interests in the Property (or any part or parts thereof) or the Long Leasehold in any manner whatsoever that may enable the carrying out of any part of the Development without complying with the terms of this Agreement or any manner which would otherwise prevent the obligations, covenants and undertakings imposed by this Agreement from being carried out or complied with (PROVIDED THAT nothing in this Agreement shall prevent the Developer from seeking to apply for, obtain and implement an alternative planning permission for the Property subject to complying with any planning obligations attached to that alternative planning permission).
- (e) That the Developer benefits from the Developer Lease and the Heron House Lease and that it has full power and rights to enter into this Agreement in respect of its interests and that all of the parts of the Property comprised within its interests are free from all encumbrances which would prevent the Development from being carried out and brought into beneficial use and that there is no other person having any freehold or long leasehold interest in the Property which has not been disclosed to the GLA and the Council prior to the date of this Agreement.
- (f) To observe and perform the obligations and covenants on its part contained in schedules 1 to 5 of this Agreement.

### 6.2 The Contributions

- (a) On or prior to the Implementation Date to pay to the Council the Local Labour Contribution.
- (b) Not to Implement, cause or suffer or permit Implementation of the Development until such time as the Council have received the Local Labour Contribution in full by direct bank transfer to the Council's bank account in accordance with clause 11.1.



- (c) On or prior to the Occupation Date of Phase 1 to pay to the Council the Parking Contribution, the TMO Contribution, the Travel Plan Contribution, the Bus Contribution and half of the Paddock Contribution.
- (d) Not to Occupy or cause or suffer or permit the Occupation of Phase 1 until such time as the Council have received the above Contributions in clause 6.2(c) in full by direct bank transfer to the Council's bank account in accordance with clause 11.1.
- (e) On or prior to the Occupation Date of Phase 2 to pay to the Council the remaining part of the Paddock Contribution.
- (f) Not to Occupy or cause or suffer or permit the Occupation of Phase 2 or any part thereof until such time as the Council have received the remaining part of the Paddock Contribution in full by direct bank transfer to the Council's bank account in accordance with clause 11.1.

### 6.3 Considerate Constructors Scheme

- (a) Not to Implement unless and until the Developer has registered the Development with the Considerate Constructors Scheme and provided satisfactory evidence of this to the Council.
- (b) To ensure that the Development is constructed in accordance with the Code of Considerate Practice and in the event of any non-compliance with the Code of Considerate Practice the Developer shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.
- (c) Unless otherwise agreed with the Council, not to Occupy, suffer or permit Occupation of any Phase unless the Developer has obtained an assessment from a representative of the Considerate Constructors Scheme of the performance of the construction of that Phase against the Code of Considerate Practice and reported the results of the assessment to the Council.

### 6.4 Employment

- (a) To commit a named individual to participate in the Haringey Employment and Recruitment Partnership by working in partnership with the Assigned Officer to meet the requirements of the Haringey Employment and Recruitment Partnership during the Construction Phase and to ensure efficient management and supply of Local Residents for employment and training opportunities on Implementation of the Development.
- (b) Not to Implement until the individual in clause 6.4(a) above has been named to the Council.
- (c) No later than 28 days prior to Implementation, to submit (or procure that the named individual under clause 6.4(a) above submit) to the Council an Employment and Skills Plan for the Development which shall include a detailed programme, procurement schedule, recruitment protocols and labour histogram and stipulate the following requirements:
  - (i) subject to clause 6.4(c)(ii), not less than 20 per cent of the peak onsite workforce employed during the Construction Phase shall comprise Local Residents;
  - (ii) in the event that the target set in clause 6.4(c)(i) above is impractical for reasons notified to the Assigned Officer and despite the reasonable endeavours of the Developer then the Developer and the Council shall seek



to resolve this at the very earliest opportunity with a view to establishing an alternative target;

- (iii) subject to clause 6.4(c)(iv), the provision of:
    - (A) training including pre-employment training and training to obtain basic qualifications such as certification under the Construction Skills Certification Scheme to the Local Residents employed in accordance with clause 6.4(c)(i) above; and
    - (B) full-time apprenticeships leading to at least a minimum qualification of NVQ Level 2 to at least 25 per cent of the Local Residents employed in accordance with clause 6.4(c)(i) above;
  - (iv) in the event that the target set in 6.4(c)(iii) above is impractical for reasons notified in writing to the Assigned Officer and despite the reasonable endeavours of the Developer then the Developer and the Council shall seek to resolve this at the very earliest opportunity with a view to establishing an alternative target;
  - (v) liaison with the Assigned Officer to help suppliers and businesses which are based in the Borough to tender for such works during the Construction Phase as may be appropriate for them to undertake;
  - (vi) the provision of opportunities in work placements during the Construction Phase to unemployed and economically inactive Local Residents;
  - (vii) the provision of opportunities in work placements during the Construction Phase to priority groups (ethnic minorities, women and disabled people);
  - (viii) provision of no fewer than five Career Education Workshops during the Construction Phase; and
  - (ix) the provision to the Assigned Officer of such information as is reasonably required to ensure compliance with these requirements including monthly summaries of details of the above opportunities provided to Local Residents.
- (d) Not to Implement or cause or permit the Implementation unless and until the Employment and Skills Plan has been approved in writing by the Council (the "**Approved Employment and Skills Plan**").
  - (e) Not to carry out the Development otherwise except in accordance with the Approved Employment and Skills Plan (subject to any minor amendments agreed in writing with the Council) PROVIDED THAT the Developer shall not be required to offer employment to any candidate who does not have the necessary skills, knowledge or qualifications necessary to perform the employment having the benefit of basic training.
  - (f) To work with the Council, the Haringey 6th Form College and the Haringey Employment and Recruitment Partnership in implementing the Approved Employment and Skills Plan and to use reasonable endeavours to maximise the employment and training opportunities including jobs and apprenticeships arising from the Development that will be available to Local Residents.
  - (g) To use the Haringey Employment and Recruitment Partnership as the sole conduit for any recruitment assessment screening testing and application support arrangements during the Construction Phase.

- (h) To state clearly in tender documentation, prior to selecting the main contractor, that they will instruct their contractor to engage with the Haringey Employment and Recruitment Partnership and that these obligations shall be required by any appointed contractor of any sub-contractor who must likewise engage with the Assigned Officer SUBJECT ALWAYS to the proviso at clause 6.4(e) above.
- (i) To inform commercial Occupiers of the Development of the Haringey Employment and Recruitment Partnership in order to secure employment opportunities for Local Residents and to use reasonable endeavours to procure that commercial Occupiers of the Development promote such opportunities in hospitality, leisure, cultural/creative work, health and social care, retail, finance and business.

## 6.5 Waste Management

- (a) Unless otherwise agreed in writing with the Council, and save for instances of private refuse collection, to ensure that domestic and commercial refuse at the Development shall be brought within 10 metres of the collection points within the Development on days on which refuse is collected in good time for collection and to promptly return all bins and waste receptacles to a contained and secure service area in the Development and at all times to ensure that such service areas and the open areas of the Development are kept in a clean and tidy condition to the reasonable satisfaction of the Council.
- (b) Not to Occupy or suffer or permit Occupation of any Phase and not to use or cause or permit the use of any Phase or any part thereof until the Waste Management Plan for that Phase has been submitted to and approved by the Council (the "**Approved Waste Management Plan**").
- (c) Not to Occupy or suffer or permit Occupation of any Phase of the Development and not to use or cause or permit the use of any Phase of the Development or any part thereof except in accordance with the Approved Waste Management Plan for that Phase (subject to any minor amendments agreed in writing with the Council).

## 6.6 Car Club

- (a) To liaise with a Car Club Operator and use reasonable endeavours to establish a Car Club within the Property to serve the Development through the provision of two cars for use by the Car Club in the Car Club Parking Spaces.
- (b) SUBJECT ALWAYS to clause 6.6(a) above:
  - (i) to ensure that residents of the Development are offered free membership of the Car Club for a period of three years from and including the Occupation Date of their Residential Unit PROVIDED THAT during this three-year period the Developer shall not be obliged to offer memberships to more than two Occupiers of each Residential Unit; and
  - (ii) to provide an annual credit of £50 in the Car Club in respect of each Residential Unit which takes up the Car Club membership offered pursuant to clause 6.6(b)(i) above for each year of such membership for the use of the Car Club by Occupiers of that Residential Unit PROVIDED THAT if such credit is paid in advance to the Car Club Operator, any unused credit may be returned to the Developer.
- (c) For three years from and including the Occupation Date of each Residential Unit to provide marketing literature relating to the Car Club to the residents of that Residential Unit such marketing literature to include details of the incentives in clause 6.6(b).

- (d) Not to Occupy or suffer or permit the Occupation of Phases 1 and 2 until the Council has confirmed in writing that it is satisfied that the Car Club has been provided for the relevant Phase and that clause 6.6(b) above is being complied with.
- (e) To provide satisfactory evidence of compliance with the provisions of this clause 6.6 to the Council's Transportation Planning Team when asked to do so by the Council.
- (f) In the event of any non-compliance with any of the provisions of this clause 6.6 the Developer shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

#### 6.7 Travel Plan

- (a) Not less than six months prior to the Occupation Date for each Phase to submit a Travel Plan for that Phase to the Council for approval.
- (b) If the Council refuses to approve a submitted Travel Plan, to submit an amended Travel Plan having regard to the Council's reasons for refusal.
- (c) Not to Occupy or cause or permit Occupation of any Phase until the Council has approved the Travel Plan for that Phase (the "**Approved Travel Plan**").
- (d) Not less than six months prior to the Occupation Date of Phase 1 to appoint the Travel Plan Co-Ordinator.
- (e) To work in collaboration with the Council to conduct annual reviews of the Approved Travel Plan for each Phase for a minimum of five years from the Occupation Date of each Phase and following such reviews to make such amendments to the Approved Travel Plan for that Phase as may be reasonably required by the Council.
- (f) Not to Occupy or cause or permit Occupation of any Phase except in accordance with the Approved Travel Plan (subject to any minor amendments agreed in writing with the Council and as may be amended from time to time in accordance with clause 6.7(e)) for that Phase.
- (g) To carry out and comply with (and procure compliance with) the Approved Travel Plan (subject to any minor amendments agreed in writing with the Council and as may be amended from time to time in accordance with clause 6.7(e)) for each Phase.

#### 6.8 Phasing Programme

- (a) Not to Implement or cause or permit Implementation until the Phasing Programme has been submitted to and approved by the Council (the "**Approved Phasing Programme**").
- (b) Not to carry out the Development except in accordance with the Approved Phasing Programme and the Phasing Plan (unless otherwise agreed in writing by the Council).

#### 6.9 Energy

- (a) Not to Commence or cause or permit Commencement until the Energy Plan has been submitted to and approved by the Council (the "**Approved Energy Plan**").



- (b) Not to carry out the Development except in accordance with the Approved Energy Plan (subject to any minor amendments agreed in writing with the Council).
- (c) To bear all costs in relation to the Energy Plan and to pay to the Council within 21 days of demand the reasonable and proper costs of an independent consultant engaged by the Council to verify the Energy Plan and if applicable the Carbon Offsetting Contribution.
- (d) To use All Reasonable Endeavours to ensure that the Development can be connected to the Hale Village Energy Centre.
- (e) To provide any information or documentary evidence reasonably requested by the Council in relation to the Energy Plan accurately, in good faith and as soon as practicable and in any event within 10 Working Days of such a request.
- (f) If the Approved Energy Plan shows that the Carbon Offsetting Contribution is payable, not to Occupy or cause or permit Occupation of Phase 1 until the Council has received the Carbon Offsetting Contribution in full by direct bank transfer to the Council's back account in accordance with clause 11.1 of this Agreement.
- (g) Not to Occupy or cause or permit Occupation of any Phase until that Phase is connected to the Hale Village Energy Centre as per Option 1 or to the alternative as per Option 2 and the Council has confirmed that this requirement has been complied with.

#### 6.10 Block K Office Use

- (a) Not to Commence or cause or permit Commencement until the Marketing Plan has been submitted to and approved by the Council (the "**Approved Marketing Plan**").
- (b) Not to carry out the Development or market Block K except in accordance with the Approved Marketing Plan (unless otherwise agreed in writing with the Council).
- (c) Not to Implement or cause or permit Implementation of more than two Blocks in Phase 2 until the Council has confirmed that the Approved Marketing Plan has been complied with such confirmation not to be unreasonably delayed or refused.
- (d) Not to Implement or cause or permit Implementation of Phase 3 and not to use or market Block K for any Residential Use until the Marketing Review Plan has been submitted to and approved by the Council (the "**Approved Marketing Review Plan**").
- (e) Not to Implement Phase 3 or use or market Block K except in accordance with the Approved Marketing Review Plan (subject to any minor amendments agreed in writing with the Council).

#### 6.11 Parking

- (a) Not to Occupy, suffer or permit Occupation of any Phase and not to use or cause or permit the use of any Phase or any part thereof until the Parking Plan for that Phase has been submitted to and approved by the Council (the "**Approved Parking Plan**").
- (b) Not to Occupy, suffer or permit Occupation of any Phase and not to use or cause or permit the use of any Phase or any part thereof except in accordance with the Approved Parking Plan for that Phase (subject to any minor amendments agreed in writing with the Council).

## 6.12 Overheating Plan

- (a) Not to Occupy, suffer or permit Occupation of any Phase and not to use or cause or permit the use of any Phase or any part thereof until the Overheating Plan for that Phase has been submitted to and approved by the Council (the "**Approved Overheating Plan**").
- (b) Not to Occupy, suffer or permit Occupation of any Phase and not to use or cause or permit the use of any Phase or any part thereof except in accordance with the Approved Overheating Plan for that Phase (subject to any minor amendments agreed in writing with the Council).

## 6.13 Highway Works

Not to Occupy or cause or permit Occupation of Phase 1 until the Highway Agreement has been executed and completed and the Highway Works have been practically completed to the reasonable satisfaction of the Council. For the purposes of this clause 6.13 practical completion does not require the expiry of any maintenance period required under the Highway Agreement.

## 7. GLA'S COVENANTS

- 7.1 The GLA covenants with the Developer to issue the Planning Permission as soon as possible and in any event within 10 Working Days following the date of this Agreement.
- 7.2 With the exception of the provisions contained within paragraphs 2.4 and 3.4 of schedule 5, the GLA agrees with the Owner and the Developer to act reasonably and properly in exercising its discretion and discharging its functions under this Agreement and in particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the GLA will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 7.3 Within the context of any decision pursuant to paragraphs 2.4 and 3.4 of schedule 5 the GLA covenants not to unreasonably delay any decision and to provide details for coming to its decision which shall be based upon a proper consideration of all relevant material issues presented to it in deciding whether or not in the circumstances it is appropriate to grant or refuse consent.

## 8. COUNCIL'S COVENANTS

- 8.1 The Council covenants with the Owner and the Developer to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement and in particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 8.2 Subject to clause 8.3, the Council hereby covenants with the Developer to use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Developer and the Council shall agree.
- 8.3 The Council shall pay the Bus Contribution to Transport for London within 15 Working Days of receipt from the Developer for use by Transport for London for the purposes specified in this Agreement.

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

8.5 The Council shall confirm to the Developer within 28 Working Days whether the PRS Management Plan submitted under paragraph 1.2 in schedule 2 is approved and, if the PRS Management Plan is not approved, provide reasons for its decision.

**9. NOTIFICATION TO THE COUNCIL AND THE GLA**

9.1 Not less than 10 Working Days prior to the anticipated date of each of the following events, the Developer shall notify the Council in writing (with a copy to the GLA) of such anticipated date:

- (a) Implementation of the Development;
- (b) Implementation of each Phase;
- (c) Commencement of the Development;
- (d) Commencement of each Phase;
- (e) first Occupation of the Development;
- (f) first Occupation of each Phase;
- (g) first Occupation of each Block;
- (h) Implementation of more than two Blocks in Phase 2;
- (i) first Occupation of more than 75 per cent of the Private Residential Units in Block A;
- (j) first Occupation of more than 90 per cent of Block A;
- (k) first Occupation of more than 50 per cent of all the Private Residential Units in Phase 2 and Phase 3;
- (l) first Occupation of the PRS Housing Units;
- (m) first Disposal of 85 per cent of the Private Residential Units;
- (n) first Disposal of more than 86 per cent of the Private Residential Units;
- (o) first Occupation of more than 85 per cent of the Private Residential Units;
- (p) first Occupation of more than 90 per cent of the Private Residential Units;
- (q) commencement of construction of each of Bridge 1, Bridge 2 and Bridge 3;
- (r) submission of the final Reserved Matters Application for each of Block I and Block J; and
- (s) if the Bridge 3 Planning Permission is granted, first Occupation of more than 75 per cent of the Private Residential Units in Phase 3 and first Occupation of more than 75 per cent of the commercial units in Block K (if any).

9.2 The Developer shall not cause, suffer or permit the occurrence of any event specified in clause 9.1 above until it has given notice to the Council of the anticipated date of that event in accordance with clause 9.1 above.



9.3 If the Developer fails to give notice of any date under and in accordance with clause 9.1 above, the Council may, acting reasonably, deem the relevant event to have occurred on the earliest possible date.

9.4 The Owner and the Developer shall notify the Council not more than 10 Working Days after the date of each application to HM Land Registry under clause 16.3 below.

#### 10. **GOOD FAITH**

10.1 The Owner and the Developer shall act in good faith and shall co-operate with the Council and the GLA to facilitate the discharge and performance of all obligations contained herein.

10.2 The Developer agrees declares and covenants with the Council and the GLA that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall fully indemnify the Council and the GLA for any expenses or liability arising to the Council or the GLA in respect of any breach by the Developer (or any person within its control) of any obligations contained herein save to the extent that any act or omission of the Council or the GLA, its employees or agents has caused or contributed to such expenses or liability.

#### 11. **PAYMENTS**

11.1 Payment of any Contributions to the Council pursuant to the terms of this Agreement shall be made by the Developer to the Council by sending the full amount by direct bank transfer to the Council's bank account (Barclays Bank plc, Wood Green Branch, 748 Lordship Lane, London N22 5JU; account name; London Borough of Haringey; sort code 20-98-21; account number 73294617) quoting reference number (S106 - V33399/72058 - site address). The Developer shall advise the Planning Obligations Monitoring Officer in writing that the transfer has been made by e-mail at [lucretia.foster@haringey.gov.uk](mailto:lucretia.foster@haringey.gov.uk) citing the date of payment, this Agreement, the Application Reference and the specific clause of this Agreement to which the Contribution relates.

#### 12. **VAT**

12.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof.

12.2 The Developer shall pay and indemnify the Council against such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Developer.

#### 13. **INDEX-LINKING AND INTEREST**

13.1 All Contributions shall be increased by a percentage equivalent to the percentage increase (if any) in the Index from the date of this Agreement to the date that the relevant Contribution is paid PROVIDED THAT this clause 13.1 shall not result in the decrease of any payments.

13.2 All Affordable Housing Contributions shall be increased by a percentage equivalent to the percentage increase (if any) in the BCIS Index from the date on which the relevant Affordable Housing Contribution is determined pursuant to paragraph 7 of schedule 3 to the date that the relevant Affordable Housing Contribution is paid PROVIDED THAT this clause 13.2 shall not result in the decrease of any payments.

13.3 All PRS Clawback Amounts shall be increased by a percentage equivalent to "A", where A is calculated by the following formula:

$$A = B - C$$

where

"B" is the percentage change in the Land Registry UK House Price Index for the Borough from (and including) the date of the Planning Permission to (and including) the date of the relevant PRS Disposal; and

"C" is the percentage change in the average rental values for the Borough as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor-in-function) (and available for reference on the London Datastore website at <https://data.london.gov.uk/dataset/average-private-rents-borough>) from (and including) the date of the Planning Permission to (and including) the date of the relevant PRS Disposal

SAVE THAT if A is less than zero it shall be deemed to be nil.

- 13.4 All Contributions, Affordable Housing Contributions, costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4 per cent above the base rate of the Barclays Bank plc from time to time being charged from the Due Date until payment is made.

14. **NOTICES**

- 14.1 The provisions of section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall cite the clause of the Agreement to which it relates.
- 14.2 Any notice or other communication to be given under or in connection with this Agreement shall be in writing (which shall not include e-mail) and, subject to clause 14.4 below, should be addressed as follows:

**For the Council:**

Address: The London Borough of Haringey, Civic Centre, Wood Green, London N22 8LE

Relevant addressee: Planning Obligations Monitoring Officer

Reference: HGY/2016/1719

**For the GLA:**

Address: City Hall, The Queen's Walk, London SE1 2AA

Relevant addressee: Planning Obligations Monitoring Officer

Reference: D&P/1239a

**For the Owner:**

Address: First Floor North, Station House, 500 Elder Gate, Milton Keynes MK9 1BB

Relevant addressee: The Company Secretary

Reference: Hale Wharf 2016/1719

**For the Developer:**

Address: First Floor North, Station House, 500 Elder Gate, Milton Keynes MK9 1BB

Relevant addressee: Michael Orr

Reference: Hale Wharf 2016/1719

**For the Guarantor:**

Address: Kent House 14-17 Market Place London W1W 8Aj

Relevant addressee: Michael Orr

Reference: Hale Wharf 2016/1719

14.3 In the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Development Management Unit.

14.4 A Party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

(a) the date specified in the notification as the date on which the change is to take place; or

(b) if no date is specified or the date specified is less than five clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

**15. PAYMENT OF COUNCIL'S AND GLA'S COSTS**

15.1 The Developer shall on the date of this Agreement:

(a) pay the Council's proper and reasonable costs incurred in the preparation, negotiation and completion of this Agreement and the Council Monitoring Contribution; and

(b) pay the GLA's proper and reasonable costs incurred in the preparation, negotiation and completion of this Agreement.

15.2 The Developer shall pay on demand all costs, charges and expenses reasonably incurred by the Council or the GLA for the purpose of or directly incidental to the enforcement of any of the Developer's obligations in this Agreement.

**16. REGISTRATION**

16.1 This Agreement shall be registered as a local land charge by the Council.

16.2 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall upon receiving a written request in writing from the



Developer forthwith cancel all entries made in the Register of Local Land Charges in respect of this Agreement.

- 16.3 The Owner and the Developer hereby covenant with the Council that in relation to their respective interests in the Property, they shall apply to the Chief Land Registrar within 28 days of the date of this Agreement to register this Agreement in the charges registers of the relevant freehold or leasehold titles forming the Property (including the title for the Developer Lease once registered at HM Land Registry) and will furnish the Council forthwith on written demand with office copies of the relevant title(s) to show the entry of this Agreement in the charges registers of such titles and the Owner and the Developer covenant not to make any application to HM Land Registry for the removal of any such registration without first obtaining the Council's written approval.

17. **WAIVER**

- 17.1 The failure by any Party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any schedule or appendix hereto shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement.
- 17.2 No waiver (whether express or implied) by the GLA or the Council of any breach or default by the Owner or the Developer (as applicable) in performing or observing any of the covenants, undertakings, obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the GLA or the Council from enforcing any of the said covenants, undertakings, obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner or the Developer (as applicable).

18. **THIRD PARTY RIGHTS**

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

19. **CHANGE IN OWNERSHIP**

The Owner and the Developer covenant with the GLA and the Council that they shall provide the Council and the GLA with a certified copy (including a plan if appropriate) of any conveyance, transfer, lease, assignment, mortgage or other disposition ("**Disposition**") of all or any part of their respective interests in the Property (save to the owner and/or Occupier of a single Private Residential Unit or mortgagee thereof) occurring before all the obligations under this Agreement have been discharged, including the name and address of the person to whom the Disposition was made and the nature and extent of the interests disposed of to them, within 20 Working Days of such Disposition.

20. **THIRD PARTY IMPLEMENTATION**

The Owner and the Developer covenant with the Council and the GLA as follows:

- 20.1 Not to Implement (or suffer or permit the Implementation of) any part of the Development over any land demised under the Leases until:
- (a) the relevant parts of the Property have been vacated by the relevant Leaseholders and the Leases have been terminated, surrendered or otherwise brought to an end;
  - (b) the Owner or the Developer (as appropriate) has provided written evidence to the Council and the GLA that the relevant parts of the Property have been vacated by the relevant Leaseholders and the Leases have been terminated, surrendered or otherwise brought to an end; and

- (c) the Council and/or the GLA has confirmed in writing that this clause 20.1 has been satisfied.

20.2 Subject to clause 20.3:

- (a) not to permit the assignment of any Lease other than to the Developer; and
- (b) not to change or amend any terms of the Leases other than to terminate, surrender or otherwise end the Lease(s) or to obtain rights for the Developer to carry out the Development.

20.3 Not to Implement any part of the Development located on the Long Leasehold Land (or suffer or permit such Implementation by any person within their reasonable control) while the Long Leasehold is subsisting unless and until the Owner and the Developer have entered into a deed of adherence pursuant to section 106 of the Act with the Council and the GLA (at the Owner and the Developer's cost) to observe and perform the obligations, covenants and undertakings under this Agreement and which binds the Long Leasehold Land.

20.4 Not to dispose of the Property or any part of it to any Leaseholder.

20.5 Not to permit (as far as lawfully possible) any Leaseholder to Implement the Development.

20.6 Not to permit (as far as lawfully possible) any Leaseholder to submit any application pursuant to section 73 or 96A of the Act to amend the Planning Permission.

20.7 If any Leaseholder or any other person(s) other than the Developer Implements or carries out or procures the Implementation, the Owner and the Developer shall use All Reasonable Endeavours to prevent any further works pursuant to the Development being carried out and shall ensure that the Leaseholder or person(s) responsible for carrying out or procuring the Implementation shall promptly and permanently be removed from the Property.

20.8 In the event of non-compliance with any part of this clause 20 the Owner and the Developer shall upon notice from the Council and/or the GLA forthwith take any steps reasonably required by the Council and/or the GLA to remedy such non-compliance.

## 21. **DISPUTE RESOLUTION**

21.1 If any dispute arises between the Parties in relation to or arising out of the terms of this Agreement, any Party may give to the other Parties written notice requiring the dispute to be determined under this clause 21. The notice shall specify the nature and substance of the dispute and the relief sought and propose a specialist (the "**Specialist**") meeting the requirements in clause 21.2 below.

21.2 The Specialist shall be a person qualified to act as an expert in relation to the dispute having not less than 10 years' professional experience in relation to developments in the nature of the Development.

21.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any Party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist.

21.4 Any dispute over the identity of the Specialist is to be referred at the request of any Party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or



the Parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

21.5 The Specialist is to act as an independent expert and:

- (a) each Party may make written representations within 10 Working Days of his appointment or within such other period as directed by the Specialist and will copy the written representations to the other Parties;
- (b) each Party is to have a further 10 Working Days or within such other period as directed by the Specialist to make written comments on the other Parties' representations and will copy the written comments to the other Parties;
- (c) the Specialist is to be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance as he or she may reasonably require;
- (d) the Specialist is not to take oral representations from the Parties without giving both Parties the opportunity to be present and to give evidence and to cross examine each other;
- (e) the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision;
- (f) the Specialist is to use reasonable endeavours to publish his decision within 30 Working Days of his appointment; and
- (g) the Specialist's decision shall be binding on the Parties save in the event of fraud or manifest error.

21.6 Unless otherwise stated in this Agreement, responsibility for the costs of referring a dispute to a Specialist under this clause 21, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to that dispute, will be decided by the Specialist.

21.7 This clause 21 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement, which will be subject to the jurisdiction of the courts.

## 22. **GUARANTOR'S OBLIGATIONS**

22.1 The Guarantor guarantees to the Council and the GLA that the Developer shall promptly comply with clauses 6.2, 6.6(b), 6.9(c) and 6.9(f) and paragraphs 7.2, 7.11 and 9 of schedule 3 of this Agreement.

22.2 The Guarantor covenants with the Council and the GLA that if the Developer shall in any respect fail to perform any of its obligations under clauses 6.2, 6.6(b), 6.9(c) and 6.9(f) and paragraphs 7.2, 7.11 and 9 of schedule 3 of this Agreement or commits any breach thereof, the Guarantor shall within the period specified in the notice served pursuant to clause 22.4 itself perform or take whatever steps may be necessary to procure performance of the same and/or to remedy each and every such breach up to a maximum total liability of £665,750.

22.3 Without prejudice to clause 22.2 above, the Guarantor hereby indemnifies and shall keep indemnified the Council and the GLA against all losses, damages, costs and expenses arising as a result of any default by the Developer in complying with any of clauses 6.2, 6.6(b), 6.9(c) and 6.9(f) and paragraphs 7.2, 7.11 and 9 of schedule 3 of this Agreement up to a maximum total liability of £665,750.



- 22.4 The Guarantor shall have no liability under this clause 22 unless:
- (a) notice in writing of any default on the part of the Developer under any of clauses 6.2, 6.6(b), 6.9(c) and 6.9(f) and paragraphs 7.2, 7.11 and 9 of schedule 3 of this Agreement is first given by the Council and/or the GLA to the Developer requiring that such default is remedied by the Developer; and
  - (b) the Developer fails to remedy such alleged default within such reasonable period as may be specified by the Council and/or the GLA in the notice referred to in sub-clause (a).

22.5 This clause 22 shall be enforceable by the Council and the GLA upon prior notice in writing being served upon the Guarantor stating:

- (a) that the Developer is in breach of any of its obligations under clauses 6.2, 6.6(b), 6.9(c) and 6.9(f) and paragraphs 7.2, 7.11 and 9 of schedule 3 of this Agreement;
- (b) that notice has been given to the Developer of such breach in accordance with clause 22.4;
- (c) the nature of the breach;
- (d) that the Developer has failed to remedy the same in accordance with this Agreement; and
- (e) a reasonable time period within which the Guarantor must remedy the breach.

22.6 No time or indulgence granted to the Developer by the Council or the GLA nor any variation of the terms of this Agreement shall in any way release the obligations of the Guarantor to the Council and the GLA.

22.7 The Guarantor shall not be discharged or released from its obligations under this guarantee by any disclaimer of the Agreement by any receiver, administrative receiver or liquidator of the Developer.

22.8 Notwithstanding the disposal of any interest in the Property by the Developer, the Guarantor shall remain liable under this clause 22 unless and until:

- (a) an alternative guarantee has been provided to the Council and the GLA in a form and from an entity which is reasonably acceptable to the Council and the GLA; or
- (b) the Council and the GLA confirm in writing that a guarantee from a guarantor is no longer required.

22.9 The Guarantor shall cease to be liable under this clause 22 upon the occurrence of one of the events in clauses 22.8(a) and 22.8(b) PROVIDED THAT it shall remain liable in respect of any subsisting prior breach.

## 23. **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with English law.

## SCHEDULE 1

### Affordable Housing

#### 1. AFFORDABLE HOUSING BASE PROVISION AND AFFORDABLE HOUSING CAP

1.1 The Developer shall provide the Affordable Housing Base Provision on the Property within the Development in accordance with the remaining paragraphs of this schedule PROVIDED THAT:

- (a) no less than the Affordable Housing Base Provision shall be provided as part of the Development on the Property; and
- (b) the maximum total of the Affordable Housing Base Provision and/or any Additional Affordable Housing and/or any Affordable Housing Contribution required or payable pursuant to schedule 3 shall not exceed the Affordable Housing Cap;

1.2 The Developer acknowledges and agrees that in the event that Block K is used for commercial uses there shall be no reduction to the Affordable Housing Base Provision

#### 2. USE AS AFFORDABLE HOUSING

2.1 The Developer shall not:

- (a) Occupy the Affordable Rented Housing Units for any purpose other than for Affordable Rented Housing for the lifetime of the Development;
- (b) Occupy the Shared Ownership Housing Units for any purpose other than for Shared Ownership Housing for the lifetime of the Development, save where a Shared Ownership Lessee has Staircased to 100 per cent equity in respect of a particular Shared Ownership Housing Unit; and
- (c) Occupy any Additional Affordable Housing for any purpose other than for Affordable Rented Housing and/or Shared Ownership Housing (as applicable) for the life of the Development save where a Shared Ownership Lessee has Staircased to 100 per cent equity in respect of a particular unit of Additional Affordable Housing.

#### 3. DELIVERY OF AFFORDABLE HOUSING

3.1 Prior to first Occupation of more than 75 per cent of the Private Residential Units in Block A the Developer shall:

- (a) submit to and secure approval from the Council of the Affordable Housing Scheme;
- (b) ensure that all applications for approval of reserved matters in respect of the Affordable Housing Units have been submitted to the Council and approved;
- (c) enter into a contract or contracts for the disposal of all of the Affordable Housing Units to an Affordable Housing Provider(s) by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider(s) will comply with sub-paragraphs (i) and (ii) and (iii) below in relation to the units they are acquiring:
  - (i) to comply and procure compliance with the terms of this Agreement in so far as they relate to the Affordable Housing Units;
  - (ii) to enter into a Nominations Agreement prior to first Occupation of the Affordable Housing Units; and

- (iii) not to amalgamate or sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit;
  - (d) let a building contract for the construction of Phase 2 and Phase 3 (including the Affordable Housing Units); and
  - (e) Commence Phase 2 and have achieved construction of at least one storey above ground level in at least one Block within Phase 2.
- 3.2 The Developer shall not first Occupy more than 75 per cent of the Private Residential Units in Block A unless and until the requirements of paragraph 3.1 have been satisfied in full and satisfactory evidence of the same has been provided to the Council.
- 3.3 The Developer shall ensure that the Affordable Housing Units and any Additional Affordable Housing is designed and constructed in accordance with the London Design Standards and the approved Affordable Housing Scheme (subject to any minor amendments agreed in writing with the Council and the GLA).
- 3.4 Prior to Occupation of more than 50 per cent of all the Private Residential Units in Phase 2 and Phase 3 the Developer shall:
- (a) Practically Complete the Affordable Housing Units in Phase 2 and Phase 3 and make them available for Occupation; and
  - (b) use reasonable endeavours to procure that the Affordable Housing Provider(s) has entered into the Nominations Agreement with the Council in respect of any Affordable Rented Housing Units which they are acquiring.
- 3.5 The Developer shall not first Occupy more than 50 per cent of all the Private Residential Units in Phase 2 and Phase 3 unless and until the requirements of paragraph 3.4 have been satisfied and full and satisfactory evidence of the same has been provided to the Council.

**4. AFFORDABLE RENTED HOUSING UNITS**

- 4.1 The Affordable Rented Housing Units shall be provided on a pro rata basis reflecting the following unit size mix and rent:

Unit Size	Maximum Number of Units under Affordable Housing Base Provision	Weekly rent (inclusive of Service Charges)
2 bed	17	Up to 65 per cent of open market rent or LHA, whichever is lower
3 bed	17	Up to 55 per cent market rent or LHA, whichever is lower



5. **SHARED OWNERSHIP HOUSING UNITS**

5.1 The Shared Ownership Housing Units shall be provided on a pro rata basis reflecting the following unit size mix:

Unit Size	Maximum Number of Units under Affordable Housing Base Provision
1 bed	67
2 bed	76

5.2 Subject to paragraph 5.3 below, the Shared Ownership Housing Units shall not be sold to any purchaser other than an Eligible Purchaser, except where Staircasing applies and where the Shared Ownership Lessee has Staircased to 100 per cent equity.

5.3 Each Shared Ownership Unit shall be marketed:

- (a) on first sale exclusively to Eligible Purchasers who are within Priority Band 1 and Priority Band 2 for a period of at least 6 months with priority for any marketing and sales being given to Eligible Purchasers falling within Priority Band 1 and/or who are Local Residents (the "**Exclusivity Period**");
- (b) following the expiry of the Exclusivity Period, the Shared Ownership Units may be marketed to Eligible Purchasers who are within Priority Band 3 in addition to Eligible Purchasers within Priority Band 1 and Priority Band 2; and
- (c) paragraphs 5.3(a) and 5.3(b) shall apply *mutatis mutandis* to any subsequent sales of the Shared Ownership Units except where a Shared Ownership Lessee has Staircased to 100 per cent equity in the relevant Shared Ownership Unit.

6. **EXCLUSION OF LIABILITY**

6.1 Subject to paragraphs 6.2 to 6.5 (inclusive) below, the obligations and restrictions contained in paragraphs 1 to 5 (inclusive) of this schedule 1 shall not bind:

- (a) a Chargee who has first complied with the provisions of paragraphs 6.2 to 6.5 (inclusive) below;
- (b) any RTA Purchaser;
- (c) any mortgagee or chargee of a Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a Shared Ownership Lease;
- (d) any person or body deriving title through or from any of the parties mentioned in paragraphs 6.1(a) to (c) (inclusive); or
- (e) any Shared Ownership Housing Unit where the Shared Ownership Lessee has acquired 100 per cent of the equity in such unit through Staircasing.

6.2 Any Chargee claiming protection granted by paragraph 6.1 must first give written notice to the Council of its intention to dispose of the Affordable Housing Units and give the Council the option to purchase the relevant Affordable Housing Units from the Chargee or alternatively nominate another Affordable Housing Provider to purchase the relevant

Affordable Housing Units for a period commencing on the date the Council receives (or is deemed to have received) the notice from the Chargee and ending three months after the date of receipt (or deemed receipt) of the notice (the "**Notice Period**") and in the event that the Council or its nominated Affordable Housing Provider gives notice to the Chargee that it wishes to purchase the relevant Affordable Housing Units within the Notice Period it shall be entitled to purchase the relevant Affordable Housing Units within a period of not less than three months from the date of informing the Chargee of its intention to proceed with the purchase.

- 6.3 Subject to paragraph 6.4 below, if such disposal is not completed within the timescales specified in paragraph 6.2 above the Chargee shall be entitled to dispose of the relevant Affordable Housing Units free from the affordable housing provisions within this Agreement which provisions shall determine absolutely.
- 6.4 The timescales specified in paragraph 6.2 above may be extended in circumstances where there is a dispute between the Council (or the prospective Affordable Housing Provider) and the Chargee concerning the consideration to be paid for the relevant Affordable Housing Units and in such circumstances the matter may be referred to dispute resolution in accordance with the provisions of clause 21 of the Agreement.
- 6.5 The price payable by the Council (or its nominated Affordable Housing Provider) for the relevant Affordable Housing Unit(s) pursuant to paragraph 6.2 above shall be a consideration representing the best price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained within this schedule 1.

## SCHEDULE 2

### Private Rented Sector

#### 1. PRS HOUSING UNITS

The Developer covenants for itself and its successors in title with the GLA and the Council as follows:

- 1.1 To construct the PRS Housing Units.
- 1.2 To submit to the Council the PRS Management Plan for approval (as approved, the "**Approved PRS Management Plan**").
- 1.3 Not to Occupy or cause or permit the Occupation of any PRS Housing Unit until the PRS Management Plan has been submitted to and approved by the Council.
- 1.4 To provide the PRS Housing Units in accordance with the Approved PRS Management Plan throughout the PRS Period (subject to any minor amendments agreed in writing with the Council).
- 1.5 Not to Occupy or cause or permit the Occupation of any more than 90 per cent of Block A until the PRS Housing Units have been constructed and provided in accordance with the Approved PRS Management Plan (subject to any minor amendments agreed in writing with the Council).
- 1.6 Not to Occupy or cause or permit the Occupation of the PRS Housing Units throughout the PRS Period, unless let and Occupied in accordance with the Approved PRS Management Plan (subject to any minor amendments agreed in writing with the Council).
- 1.7 Not to cause, suffer or permit any PRS Disposal throughout the PRS Period, until the PRS Clawback Amount for that PRS Disposal has been paid to the Council SAVE THAT this restriction on PRS Disposals shall not apply to any PRS Disposal of the entirety of the PRS Housing Units to a single purchaser.
- 1.8 Upon reasonable notice from the Council and no more frequently than every six months, to provide to the Council such evidence as the Council reasonably requires to demonstrate the Developer's compliance with the Approved PRS Management Plan.
- 1.9 Not less than 20 Working Days prior to the anticipated date of a PRS Disposal, to give notice in writing to the Council and the GLA with details of such PRS Disposal including:
  - (a) the anticipated date of the PRS Disposal;
  - (b) the PRS Housing Unit(s) which are intended to be so disposed; and
  - (c) the identity and address of the person(s) to whom the PRS Housing Unit(s) will be so disposed.
- 1.10 On or prior to any PRS Disposal (other than a PRS Disposal of the entirety of the PRS Housing Units to a single purchaser), to pay the PRS Clawback Amount for that PRS Disposal to the Council.
- 1.11 Upon the payment of the PRS Clawback Amount for a PRS Disposal, the relevant PRS Housing Unit(s) that were so disposed shall cease to be PRS Housing Unit(s).
- 1.12 A PRS Housing Unit shall cease to be a PRS Housing Unit only:
  - (a) upon expiry of the PRS Period; or



(b) by operation of paragraph 1.11 above

and any successor in title to the Owner or the Developer in relation to any PRS Housing Unit (including a single purchaser of the entirety of the PRS Housing Units) remains bound by the obligations in this Agreement until that PRS Housing Unit ceases to be a PRS Housing Unit.

## SCHEDULE 3

### Viability Review

#### 1. VIABILITY REVIEW 1 TRIGGER

- 1.1 Where Substantial Implementation has not occurred before the Review 1 Date, the Developer will carry out Viability Review 1 in accordance with the provisions of this schedule.
- 1.2 The Developer shall notify the Council and the GLA in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council and the GLA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 1.3 Following notification of Substantial Implementation pursuant to paragraph 1.2, the Developer shall afford the Council and the GLA (and their agents) access to the parts of the Property comprised within the Developer's interests to inspect and assess whether or not the work which has been undertaken amounts to Substantial Implementation provided always that:
  - (a) the Council and the GLA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
  - (b) the Council, the GLA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
  - (c) the Council, the GLA and their agents shall at all times be accompanied by the Developer or its agent.
- 1.4 The Council (and, if it elects to do so, the GLA) shall inspect the parts of the Property comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 1.2 and thereafter provide written confirmation to the Developer and the GLA within 20 Working Days of the inspection date as to whether or not the Council considers that the works undertaken amount to Substantial Implementation.
- 1.5 Any dispute between the Parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of clause 21 of this Agreement.

#### 2. VIABILITY REVIEW 2 TRIGGER

- 2.1 The Developer will carry out Viability Review 2 in accordance with the provisions of this schedule on the Review 2 Date.
- 2.2 Unless otherwise approved with the GLA and the Council (acting reasonably) the Developer shall not Commence Phase 2 or Phase 3 unless and until the Viability Review 2 has been completed and agreed (or determined) in accordance with the following provisions of this schedule.

#### 3. VIABILITY REVIEW 3 TRIGGER

- 3.1 The Developer will carry out the Viability Review 3 in accordance with the provisions of this schedule on the Review Date 3.

3.2 Unless otherwise approved with the GLA and Council (acting reasonably) the Developer shall not Dispose of more than 86 per cent of the Private Residential Units unless and until Viability Review 3 has been completed and agreed (or determined) in accordance with the following provisions of this schedule.

**4. DEVELOPMENT BREAK VIABILITY REVIEW TRIGGER**

4.1 The Developer will carry out a Development Break Viability Review in accordance with the provisions of this schedule before carrying out any further works following the occurrence of a Development Break.

4.2 Where a Development Break occurs the Developer shall not resume the carrying out of the Development (and shall not permit or suffer such resumption) unless and until a Development Break Viability Review has been completed and agreed (or determined) in accordance with the following provisions of this schedule.

**5. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION**

5.1 If Viability Review 1 is triggered, the Developer shall submit the applicable Development Viability Information on an open book basis to the Council and the GLA within 20 Working Days of the Council's confirmation pursuant to paragraph 1.4 of this schedule 3 or a determination that Substantial Implementation has not occurred pursuant to paragraph 1.5 of this schedule 3.

5.2 In respect of Viability Review 2, the Developer shall submit the applicable Development Viability Information on an open book basis to the Council and the GLA on the Review 2 Date.

5.3 In respect of the Viability Review 3, the Developer shall submit the applicable Development Viability Information on an open book basis to the Council and the GLA on the Review 3 Date.

5.4 In respect of any Development Break Viability Review, the Developer shall submit the applicable Development Viability Information to the Council and the GLA before the resumption of the Development following a Development Break.

5.5 The Parties hereby agree and acknowledge that the value of the Property for the purposes of Viability Review 1, Viability Review 2, Viability Review 3 and any Development Break Viability Review shall be the Land Value.

**6. PROPOSALS FOR ADDITIONAL AFFORDABLE HOUSING OR AFFORDABLE HOUSING CONTRIBUTION**

6.1 In the case of Viability Review 1, Viability Review 2 and any relevant Development Break Viability Review the Developer will submit to the Council and the GLA together with any applicable Development Viability Information:

(a) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and

(b) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme.

6.2 In respect of Viability Review 3 and any relevant Development Break Viability Review, the Developer will submit to the Council and the GLA together with any applicable Development Viability Information a written statement that applies the applicable Development Viability Information to Formula 3 thereby confirming whether in the Developer's view any Affordable Housing Contribution is payable.



7. **ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION**

7.1 In the case of Viability Review 1, Viability Review 2 and any relevant Development Break Viability Review, the Council shall assess any submitted Development Viability Information and assess whether in its view Additional Affordable Housing is required to be delivered in accordance with Formula 1 and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1 and Formula 2 subject to such evidence also being provided to the Developer.

7.2 If the Council's assessment pursuant to paragraph 7.1 concludes that:

- (a) a policy surplus arises following the application of Formula 1 but such policy surplus is insufficient to provide any units of Additional Affordable Housing pursuant to Formula 2; or
- (b) a policy surplus arises following the application of Formula 1 but such policy surplus cannot deliver a complete number of units of Additional Affordable Housing pursuant to Formula 2

then in either scenario any such policy surplus attributable to an incomplete unit of Additional Affordable Housing shall be payable to the Council as a financial contribution towards offsite Affordable Housing (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 2).

7.3 In the case of Viability Review 3 and any relevant Development Break Viability Review, the Council shall assess any submitted Development Viability Information and assess whether in its view an Affordable Housing Contribution is payable in accordance with Formula 3 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 3 subject to such evidence also being provided to the Developer within 10 Working Days of the Developer's request.

7.4 The Council and the GLA may jointly appoint an External Consultant to assess any Development Viability Information they receive PROVIDED ALWAYS THAT:

- (a) the Developer will give the Council and the GLA not less than 10 Working Days' advance written notice of the date on which any Development Viability Information is intended to be submitted;
- (b) the Council shall not appoint any External Consultant without first consulting the GLA as to the identity of such External Consultant and the terms of his/her appointment; and
- (c) any External Consultant so appointed will report to the Council and/or the GLA within 20 Working Days after the date of receipt by the External Consultant of any Development Viability Information.

7.5 In the event that the Council, the GLA or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Developer shall provide any reasonably required information to the Council, the GLA or any External Consultant (as applicable and with copy to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council, the GLA or any External Consultant (as applicable) has all the information it reasonably requires.

7.6 The Council will notify the GLA in writing when the Council or its External Consultant has completed its assessment of any submitted Development Viability Information and shall provide a copy of any Council or External Consultant report to the GLA (with copy to the Developer) for approval (such approval not to be unreasonably withheld or delayed).

- 7.7 In the case of Viability Review 1, Viability Review 2 and any relevant Development Break Viability Review, where the Council's assessment concludes that Additional Affordable Housing is required but the Developer's initial submission concluded otherwise, the Developer shall provide an Additional Affordable Housing Scheme to the Council (with copy to the GLA) for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 7.6 of this schedule.
- 7.8 The Council will notify the GLA and the Developer in writing of its intended decision as to whether any Additional Affordable Housing is required and/or any Affordable Housing Contribution is payable.
- 7.9 The GLA shall in its absolute discretion confirm in writing if it agrees with the Council's intended decision as soon as reasonably practicable after receiving notice pursuant to paragraph 7.8 of this schedule and:
- (a) if the GLA agrees with the Council's intended decision any Additional Affordable Housing and/or Affordable Housing Contribution (as applicable) shall be delivered in accordance with the provisions of this schedule; or
  - (b) if the GLA disagrees with the Council's intended decision then it shall provide reasons to which the Council shall have regard in subsequently reconsidering and amending any Additional Affordable Housing Scheme or any proposed Affordable Housing Contribution as soon as reasonable practicable in consultation with Developer.
- 7.10 Any Additional Affordable Housing Scheme or Affordable Housing Contribution revised pursuant to paragraph 7.9(b) above shall be submitted to the GLA for approval as soon as reasonably practicable (such approval not to be unreasonably withheld or delayed).
- 7.11 The Developer will pay to the Council and/or the GLA their respective costs which are reasonably and properly incurred in assessing any Development Viability Information including those of the External Consultant within 20 Working Days of receipt of a written request for payment.
- 7.12 Following the GLA's decision pursuant to paragraph 7.10, the Council or the Developer or the GLA may refer the matter to dispute resolution pursuant to clause 21 of this Agreement to determine the amount of any Additional Affordable Housing or Affordable Housing Contribution.

## **8. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING**

- 8.1 Where it is determined pursuant to paragraph 7 above that Additional Affordable Housing is required pursuant to Viability Review 1, Viability Review 2 and/or any relevant Development Break Viability Review the Developer shall prior to Occupation of more than 50 per cent of the Private Residential Units in both Phase 2 and Phase 3 (or, in relation to any Development Break Viability Review that takes place after the Occupation of 50 per cent of the Private Residential Units in both Phase 2 and Phase 3, as soon as practically reasonable and in any event prior to the Occupation of more than 85 per cent of the Private Residential Units):
- (a) make any amendments to the Development required to accommodate the Additional Affordable Housing and seek any necessary variations to the Planning Permission and/or any Reserved Matters Approval and/or details approved pursuant to any conditions imposed thereon;
  - (b) Practically Complete any Additional Affordable Housing in the Phase 2 and Phase 3 in accordance with the Additional Affordable Housing Scheme approved by the GLA



(subject to any minor amendments agreed in writing with the Council and the GLA) and make it available for Occupation;

- (c) enter into a contract or contracts for the disposal of any Additional Affordable Housing in Phase 2 and Phase 3 to an Affordable Housing Provider by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Registered Provider will comply with sub-paragraphs (i) and (ii) and (iii) below:
  - (i) to comply and procure compliance with the terms of this Agreement in so far as they relate to the Affordable Housing;
  - (ii) to enter into a Nominations Agreement prior to first Occupation of any Additional Affordable Housing which is to be provided as Affordable Rented Housing; and
  - (iii) not to amalgamate or sub-divide any Additional Affordable Housing and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit;
- (d) use reasonable endeavours to procure that the Affordable Housing Provider has entered into a Nominations Agreement with the Council in respect of any Additional Affordable Housing in the relevant Phase which is to be provided as Affordable Rented Housing; and
- (e) if the scenario in paragraph 7.2(a) applies, pay any remaining policy surplus identified in the Additional Affordable Housing Scheme approved by the GLA to the Council by direct bank transfer to the Council's bank account in accordance with clause 11.1.

8.2 Subject to paragraph 8.3 below, the Developer shall not first Occupy more than 50 per cent of the Private Residential Units in both Phase 2 and Phase 3 unless and until:

- (a) if paragraph 8.1 applies, the requirements of paragraph 8.1 have been satisfied and full and satisfactory evidence of the same has been provided to the Council; or
- (b) if the scenario in paragraph 7.2(b) applies, any policy surplus identified in the Additional Affordable Housing Scheme approved by the GLA has been fully paid to the Council by direct bank transfer to the Council's bank account in accordance with clause 11.1.

8.3 If a Development Break Viability Review takes place after the Occupation of 50 per cent of the Private Residential Units in both Phase 2 and Phase 3, the Developer shall not first Occupy more than 85 per cent of the Private Residential Units unless and until:

- (a) if paragraph 8.1 applies, the requirements of paragraph 8.1 have been satisfied and full and satisfactory evidence of the same has been provided to the Council; or
- (b) if the scenario in paragraph 7.2(b) applies, any policy surplus identified in the Additional Affordable Housing Scheme approved by the GLA has been fully paid to the Council by direct bank transfer to the Council's bank account in accordance with clause 11.1.

8.4 The Parties agree that the terms of schedule 1 of this Agreement shall apply *mutatis mutandis* to the provision of any Additional Affordable Housing.



9. **PAYMENT OF AFFORDABLE HOUSING CONTRIBUTION**

9.1 Where it is determined pursuant to paragraph 7 above that an Affordable Housing Contribution is payable pursuant to Viability Review 3 and/or a Development Break Viability Review the Developer shall pay such Affordable Housing Contribution to the Council no later than 20 Working Days after such determination.

9.2 The Developer shall not Occupy or permit or suffer Occupation of more than 90 per cent of the Private Residential Units unless and until any Affordable Housing Contribution required pursuant to paragraph 7 of this schedule has been fully paid to the Council by direct bank transfer to the Council's bank account in accordance with clause 11.1.

10. **PUBLIC SUBSIDY**

Nothing in this schedule 3 shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any surplus that is to be retained by the Developer following a Viability Review.

## ANNEX TO SCHEDULE 3

### 1. FORMULA 1

$$\text{"Policy Surplus"} = ((A - B) - (C - D)) \times 0.60$$

#### Where:

A = Updated GDV<sup>1</sup>

B =

- in respect of Viability Review 1, the Breakeven GDV
- in respect of Viability Review 2, the Breakeven GDV unless Viability Review 1 has previously been carried out, in which case B shall be the figure given as the Updated GDV in Viability Review 1

C = Updated Build Costs<sup>2</sup>

D =

- in respect of Viability Review 1, the Application Stage Build Costs
- in respect of Viability Review 2, the Application Stage Build Costs unless Viability Review 1 has previously been carried out, in which case D shall be figure given as the Updated Build Costs in Viability Review 1

### 2. FORMULA 2

To determine the amount of floorspace which can be converted into Additional Affordable Housing of which:

$$\text{'Additional Affordable Rented Housing Floorspace'} = E \div (G - H)$$

$$\text{'Additional Shared Ownership Housing Floorspace'} = F \div (G - I)$$

#### Where:

E = 'Policy surplus' calculated under Formula 1  $\times$  0.40

F = 'Policy surplus' calculated under Formula 1  $\times$  0.60

G = Average Private Residential Housing Values<sup>3</sup>

H = Average Affordable Rented Housing Values<sup>4</sup>

I = Average Shared Ownership Housing Values<sup>5</sup>

---

<sup>1</sup> determined as part of the review

<sup>2</sup> determined as part of the review

<sup>3</sup> determined as part of the review

<sup>4</sup> determined as part of the review

<sup>5</sup> determined as part of the review

3. **FORMULA 3**

$$\text{Affordable Housing Contribution} = ((A + B - C) - (D + E - F) - P) \times 0.60$$

**Where:**

**A** = the Review Stage GDV as at the Review 3 Date or the date on which a Development Break Viability Review is carried out (as applicable)<sup>6</sup>

**B** = Estimated GDV<sup>7</sup>

**C** = the figure given as the Updated GDV in Viability Review 2 or the figure given as the Updated GDV in any Development Break Viability Review, whichever is the most recent

**D** = Actual Build Costs incurred at Review 3 Date or the date on which a Development Break Viability Review is carried out (as applicable)<sup>8</sup>

**E** = Estimated Build Costs<sup>9</sup>

**F** = the figure given as the Updated Build Costs in Viability Review 2 or the figure given as the Updated Build Costs in any Development Break Viability Review, whichever is the most recent

**P** =  $(D+E-F) \times Y\%$

**Y%** = Target Return

---

<sup>6</sup> determined as part of the review

<sup>7</sup> determined as part of the review

<sup>8</sup> determined as part of the review

<sup>9</sup> determined as part of the review



## SCHEDULE 4

### Bridges and Public Realm

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

#### 1. BRIDGE 1 AND BRIDGE 2

- 1.1 Subject to paragraph 1.2 below, not to Occupy or cause or permit Occupation of Phase 2 unless and until the Third Party Rights have been secured and Bridge 1 and Bridge 2 have been constructed in accordance with the Planning Permission and all relevant Reserved Matters Approvals to the satisfaction of the Council, are brought into beneficial use and (subject to paragraph 3 below) are made accessible step-free to members of the public 24 hours a day free-of-charge.
- 1.2 If the Approved Energy Plan confirms that the Development is to be connected to the Hale Village Energy Centre, not to Occupy or cause or permit Occupation of Phase 1 unless and until the Third Party Rights have been secured and Bridge 1 (including the heating pipes connecting to the district heating intake chamber in Block B) and Bridge 2 have been constructed to the satisfaction of the Council, are brought into beneficial use and (subject to paragraph 3 below) are made accessible step-free to members of the public 24 hours a day free-of-charge.
- 1.3 To use All Reasonable Endeavours to obtain all necessary statutory and other consents and licences to construct, retain, maintain and enable public access to Bridge 1 and Bridge 2 including any necessary Reserved Matters Approvals.
- 1.4 Not to commence construction of Bridge 1 and Bridge 2 until the consents and licences in paragraph 1.3 above have been obtained.
- 1.5 Subject to paragraph 3 below, to ensure that Bridge 1 and Bridge 2 are retained and remain available for step-free public access 24 hours a day free-of-charge in perpetuity from the date Bridge 1 or Bridge 2 (as appropriate) is brought into beneficial use and made accessible to members of the public.
- 1.6 To submit a Bridge Management and Maintenance Plan to the Council for each of Bridge 1 and Bridge 2 prior to construction of the relevant Bridge.
- 1.7 Not to start construction of Bridge 1 and Bridge 2 until the Bridge Management and Maintenance Plan for that Bridge has been approved by the Council (such approval not to be unreasonably withheld or delayed).
- 1.8 To manage and maintain Bridge 1 and Bridge 2 in accordance with the relevant Approved Bridge Management and Maintenance Plan (subject to any minor amendments agreed in writing with the Council).

#### 2. BRIDGE 3

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

- 2.1 Prior to submission of any Bridge 3 Application, to engage in pre-application discussions with the Council, including submission of the Bridge 3 Application in draft, and to use All Reasonable Endeavours to ensure that the Council's pre-application advice is incorporated in the Bridge 3 Application.
- 2.2 To submit the Bridge 3 Application on or prior to the submission of the final Reserved Matters Application for Block I or Block J.

- 2.3 Not to submit the final Reserved Matters Application for Block I or Block J until the Bridge 3 Application has been submitted.
- 2.4 To ensure that all Reserved Matters Applications for Block I and Block J make provision for the presence of Bridge 3 and for the integration of Bridge 3 into the part of the Public Realm outside Block I and Block J.
- 2.5 Subject to paragraph 2.10 below, not to Commence or suffer or permit Commencement of Phase 3 until the Bridge 3 Planning Permission has been granted.
- 2.6 If the Bridge 3 Planning Permission is granted (whether by the Council or the Secretary of State):
- (a) prior to the Occupation of more than 75 per cent of the Private Residential Units in Phase 3 and more than 75 per cent of the commercial units in Block K (if any), to construct Bridge 3 in accordance with the Bridge 3 Planning Permission;
  - (b) not to Occupy more than 75 per cent of the Private Residential Units in Phase 3 and more than 75 per cent of the commercial units in Block K (if any) until Bridge 3 is constructed in accordance with the Bridge 3 Planning Permission, brought into beneficial use and (subject to paragraph 3 below) made accessible step-free to members of the public 24 hours a day free-of-charge;
  - (c) to use All Reasonable Endeavours to obtain all necessary statutory and other consents and licences to construct, retain, maintain and enable public access to Bridge 3;
  - (d) not to commence construction of Bridge 3 until the consents and licences in paragraph 2.6(c) above have been obtained;
  - (e) subject to paragraph 3 below, to ensure that Bridge 3 is retained and remains available for public access 24 hours a day free-of-charge in perpetuity from the date Bridge 3 is brought into beneficial use and made accessible to members of the public;
  - (f) to submit a Bridge Management and Maintenance Plan to the Council for Bridge 3 prior to construction of Bridge 3;
  - (g) not to start construction of Bridge 3 until the Bridge Management and Maintenance Plan for Bridge 3 has been approved by the Council; and
  - (h) to manage and maintain Bridge 3 in accordance with the Approved Bridge Management and Maintenance Plan for Bridge 3 (subject to any minor amendments agreed in writing with the Council).
- 2.7 If a Bridge 3 Application is refused by the Council following a recommendation by the Council's officers to refuse that Bridge 3 Application, to submit a revised Bridge 3 Application that takes into account the Council's reasons for refusal.
- 2.8 If a Bridge 3 Application is refused by the Council against a recommendation by the Council's officers to grant the Bridge 3 Planning Permission, to:
- (a) submit a revised Bridge 3 Application that takes into account the Council's reasons for refusal; or
  - (b) subject to paragraph 2.11 below, seek the written opinion of a suitably qualified barrister as to the prospects of securing a Bridge 3 Planning Permission pursuant to an appeal (a "**Bridge 3 Appeal**") to the Secretary of State and provide a copy of such opinion to each of the GLA and the Council.



2.9 If the written opinion of the barrister pursuant to paragraph 2.8(b) above is that the prospects of securing a Bridge 3 Planning Permission pursuant to a Bridge 3 Appeal are 50 per cent or greater:

- (a) to lodge a Bridge 3 Appeal to the Secretary of State against the refusal at the Developer's own cost (subject to any costs order awarded at that Bridge 3 Appeal);
- (b) to use All Reasonable Endeavours to secure grant of the Bridge 3 Planning Permission pursuant to the Bridge 3 Appeal including the appointment of a suitably qualified barrister to represent the Developer (subject to paragraph 2.11 below) and the appointment of a suitably qualified consultant team to advise the Developer;
- (c) to make available to the GLA copies of all correspondence relating to the Bridge 3 Appeal;
- (d) where practicable to give the GLA not less than 20 Working Days to comment on any draft statement of case or other document to be submitted to the Secretary of State in respect of the Bridge 3 Appeal; and
- (e) to take into account the GLA's representations regarding the conduct of the Bridge 3 Appeal.

2.10 If the Bridge 3 Application is refused by the Secretary of State following a Bridge 3 Appeal or the written opinion of the barrister pursuant to paragraph 2.8(b) above is that the prospects of securing a Bridge 3 Planning Permission pursuant to a Bridge 3 Appeal are lower than 50 per cent, the Developer's obligations under this paragraph 2 shall cease PROVIDED THAT the Developer shall:

- (a) act in good faith in relation to and cooperate with any party (including the Council) who submits a Bridge 3 Application; and
- (b) if the Bridge 3 Planning Permission is granted pursuant to that Bridge 3 Application, not unreasonably refuse to grant (or unreasonably refuse to assist with the granting of) the necessary licences to that party over the Property to allow that party to construct, retain, maintain and enable public access to Bridge 3 at no cost to that party (other than payment of any reasonable costs and fees associated with drafting and negotiating the term of those licences).

2.11 If the Developer seeks the written opinion of a barrister pursuant to paragraph 2.8(b) above or appoints a barrister under paragraph 2.9(b) above, it shall in each case first obtain the approval of the GLA and the Council (such approval not to be unreasonably withheld or delayed) of:

- (a) the choice of the barrister; and
- (b) the instructions to the barrister.

### 3. **TEMPORARY CLOSURE OF BRIDGES**

3.1 The Developer is permitted to temporarily close any Bridge if such closure is reasonably and urgently necessary for public safety or emergency maintenance PROVIDED THAT the Developer shall re-open that Bridge as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request.

3.2 The Developer is permitted to temporarily close any Bridge for necessary maintenance, cleansing or repair in accordance with the relevant Approved Bridge Management and Maintenance Plan PROVIDED THAT it has obtained the Council's prior approval in writing, such approval not to be unreasonably withheld or delayed, and FURTHER PROVIDED THAT



the Developer shall re-open that Bridge as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request.

3.3 The Developer is permitted to close any Bridge for one day a year to prevent the creation of a public right of way over that Bridge by prescription or operation of law PROVIDED THAT the Developer shall not be permitted to close any Bridge pursuant to this paragraph 3.3 in the year after any temporary closure of that Bridge under paragraphs 3.1, 3.2 or 3.4 if such closure is sufficient to prevent the creation of a public right of way over that Bridge.

3.4 The Developer is permitted to temporarily close any Bridge if it is reasonably required for construction (including development or redevelopment of adjoining land, buildings and structures and for the placing or replacing of underground services) in the vicinity of that Bridge PROVIDED THAT the Developer shall re-open that Bridge as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request.

#### 4. **PUBLIC REALM**

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

4.1 Prior to Occupation of each Block, to ensure that the part of the Temporary Public Realm adjacent to that Block has been constructed in accordance with the Planning Permission and all relevant Reserved Matters Approvals.

4.2 Not to Occupy any Block until the part of the Temporary Public Realm adjacent to that Block has been constructed in accordance with the Planning Permission and all relevant Reserved Matters Approvals, brought into beneficial use and (subject to paragraph 5 below) made accessible to members of the public free-of-charge 24 hours a day.

4.3 Subject to paragraph 5 below, to ensure that all Temporary Public Realm is retained and remains available for public access free-of-charge 24 hours a day from the date the relevant part of the Temporary Public Realm is brought into beneficial use and made accessible to members of the public until the date on which the Public Realm is brought into beneficial use and made accessible to members of the public.

4.4 Not to Occupy the final Block in Phase 3 until all of the Public Realm has been constructed in accordance with the Planning Permission and all relevant Reserved Matters Approvals, brought into beneficial use and (subject to paragraph 5 below) made accessible to members of the public free-of-charge 24 hours a day.

4.5 Subject to paragraph 5 below, to ensure that all Public Realm is retained and remains available for public access free-of-charge 24 hours a day in perpetuity from the date the relevant part of the Public Realm is brought into beneficial use and made accessible to members of the public.

4.6 To submit a Public Realm Management and Maintenance Plan to the Council for each Phase prior to Occupation of that Phase.

4.7 Not to Occupy any Phase until the Public Realm Management and Maintenance Plan for that Phase has been approved by the Council.

4.8 To manage and maintain the Temporary Public Realm and the Public Realm in accordance with the relevant Approved Public Realm Management and Maintenance Plan (subject to any minor amendments agreed in writing with the Council).

5. **TEMPORARY CLOSURE OF PUBLIC REALM**

5.1 The Developer is permitted to temporarily close any part of the Public Realm if such closure is reasonably and urgently necessary for public safety or emergency maintenance PROVIDED THAT:

- (a) the Developer shall re-open that part of the Public Realm as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request; and
- (b) the Developer shall use reasonable endeavours to provide a suitable alternative means of public access.

5.2 The Developer is permitted to temporarily close any part of the Public Realm for necessary maintenance, cleansing or repair in accordance with the relevant Approved Public Realm Management and Maintenance Plan PROVIDED THAT:

- (a) it has obtained the Council's prior approval in writing, such approval not to be unreasonably withheld or delayed;
- (b) the Developer shall re-open that part of the Public Realm as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request; and
- (c) the Developer shall use reasonable endeavours to provide a suitable alternative means of public access.

5.3 The Developer is permitted to close any part of the Public Realm for one day a year to prevent the creation of a public right of way over that part of the Public Realm by prescription or operation of law PROVIDED THAT the Developer shall not be permitted to close any part of the Public Realm pursuant to this paragraph 5.3 in the year after any temporary closure of that part of the Public Realm under paragraphs 5.1, 5.2 or 5.4 if such closure is sufficient to prevent the creation of a public right of way over that part of the Public Realm.

5.4 The Developer is permitted to temporarily close any part of the Public Realm if it is reasonably required for construction (including development or redevelopment of adjoining buildings and structures and for the placing or replacing of underground services) in the vicinity of that part of the Public Realm PROVIDED THAT the Developer shall re-open that any part of the Public Realm as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request.

## SCHEDULE 5

### Additional Land

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

#### 1. ADDITIONAL LAND

1.1 To use All Reasonable Endeavours to secure all rights required by the Developer (and any person within its reasonable control) to:

- (a) enter onto or sail over the Additional Land and any associated airspace for the purpose of carrying out those parts of the Development located on the Additional Land;
- (b) use, retain and maintain those parts of the Development located on the Additional Land and any associated airspace for the purposes authorised by the Planning Permission and for the life of the Development; and
- (c) provide access by members of the public to those parts of the Public Realm located on the Additional Land and any associated airspace for the purposes authorised by the Planning Permission and for the life of the Development

(together, the "**Third Party Rights**").

1.2 From the Implementation Date to:

- (a) give to the GLA and the Council not less than 10 Working Days' written notice of all meetings to be held with third parties in respect of the Third Party Rights (or, if the meeting is called on less than 10 Working Days' notice, reasonably prompt notice) and allow the GLA and the Council to attend and participate in such meetings;
- (b) provide to the GLA and the Council a written statement summarising the efforts taken by the Developer to secure the Third Party Rights (supported by Requisite Evidence) every six months until the Third Party Rights are secured; and
- (c) meet with the GLA and the Council (if reasonably required and not more frequently than quarterly) to discuss progress made in respect of securing the Third Party Rights.

#### 2. BRIDGE DELIVERY VARIATION REQUESTS

2.1 If the Developer is unable to secure the Third Party Rights in respect of the Bridge Land despite using All Reasonable Endeavours it may submit Requisite Evidence demonstrating the same to the GLA (with copy to the Council) and request a variation to the Occupation restrictions contained in paragraphs 1.1 and 1.2 of schedule 4 (along with any consequential minor amendments) (a "**Bridge Delivery Variation Request**").

2.2 Any Bridge Delivery Variation Request may be submitted to the GLA (with copy to the Council) no later than six months prior to the anticipated Occupation Date for Phase 2 (unless paragraph 1.2 of schedule 4 applies in which case such Bridge Delivery Variation Request may be submitted to the GLA (with copy to the Council) no later than six months prior to the anticipated Occupation Date of Phase 1) and in either case not before the first anniversary of the Implementation Date.

2.3 Upon receipt of a Bridge Delivery Variation Request, the GLA and the Council shall as soon as reasonably practicable notify the Developer whether any additional information or evidence is reasonably required to assess the Bridge Delivery Variation Request and the



Developer shall promptly provide any such information or evidence so requested to the GLA and the Council.

- 2.4 The GLA and the Council shall review the Bridge Delivery Variation Request (including any supporting Requisite Evidence and further information or evidence) and as soon as reasonably practicable the GLA shall in its sole and absolute discretion and having regard to any reasonable representations of the Council confirm whether it will agree to a variation of the Occupation restrictions contained in paragraphs 1.1 and 1.2 of schedule 4 (as applicable).
- 2.5 In the event that the GLA agrees to the Bridge Delivery Variation Request pursuant to paragraph 2.4 above then the Parties shall document the same by way of a deed varying the relevant terms of this Agreement as soon as reasonably practicable PROVIDED THAT the reasonable and proper legal and administrative expenses of both the GLA and the Council in considering any Bridge Delivery Variation Request (whether agreed or refused) and entering into any variation deed which may be required shall be met in full by the Developer within 20 Working Days of receiving a written request.

### 3. LONG LEASEHOLD VARIATION REQUESTS

- 3.1 If the Developer is unable to secure the termination, surrender or ending of the Long Leasehold despite using All Reasonable Endeavours it may submit Requisite Evidence demonstrating the same to the GLA (with copy to the Council) and request a variation to the requirement to let a building contract for the construction of the entirety of Phase 2 and Phase 3 contained in paragraph 3.1(d) of schedule 1 (along with any consequential minor amendments) (a "**Long Leasehold Variation Request**").
- 3.2 Any Long Leasehold Variation Request may be submitted to the GLA (with copy to the Council) no later than six months prior to the Occupation of more than 75 per cent of the Private Residential Units in Block A but not before the first anniversary of the Implementation Date.
- 3.3 Upon receipt of a Long Leasehold Variation Request, the GLA and the Council shall as soon as reasonably practicable notify the Developer whether any additional information or evidence is reasonably required to assess the Long Leasehold Variation Request and the Developer shall promptly provide any such information or evidence so requested to the GLA and the Council.
- 3.4 The GLA and the Council shall review the Long Leasehold Variation Request (including any supporting Requisite Evidence and further information or evidence) and as soon as reasonably practicable the GLA shall in its sole and absolute discretion and having regard to any reasonable representations of the Council confirm whether it will agree to a variation of paragraph 3.1(d) of schedule 1.
- 3.5 In the event that the GLA agrees to the Long Leasehold Variation Request pursuant to paragraph 3.4 above then the Parties shall document the same by way of a deed varying the relevant terms of this Agreement as soon as reasonably practicable PROVIDED THAT the reasonable and proper legal and administrative expenses of both the GLA and the Council in considering any Long Leasehold Variation Request (whether agreed or refused) and entering into any variation deed which may be required shall be met in full by the Developer within 20 Working Days of receiving a written request.

**SCHEDULE 6**

**Plans to the Agreement**

Definitions Plan

Hale Village Energy Centre Plan

Highway Works Plan

Land Ownership Plan

Paddock Plan

Phasing Plan

Public Realm Plan

Temporary Public Realm Plans





**AUTHORISED OFFICER**  
*Stephan Wells*

**HALE WHARF**  
**DEFINITIONS PLAN**  
**SECTION 106**  
**535\_02\_SK\_116**  
 SCALE 1:2500 @A3  
 All Intellectual Property Rights Reserved

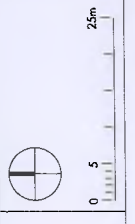
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**Allies and Morrison**  
 65 Southwark Street  
 London SE1 0HQ  
 020 7921 0100  
 020 7921 0101  
 info@alliesandmorrison.com  
 A&M JOB NO. 535.02

REV	DATE	DESCRIPTION	ISSUED FOR INFORMATION
01	14.07.2017	Issue for Information	
02	18.04.2017	Issue for Information	

- KEY**
- Block A
  - Block B
  - Block C
  - Block D
  - Block E
  - Block F
  - Bridge 1
  - Bridge 2
  - Bridge 3

Do not scale from this drawing. Use fixed dimensions only. Stippled dimensions are in millimetres. All lengths are in metres. All dimensions and levels shall be verified on the ground before proceeding with works. Detailed site survey to be carried out to verify positions and levels. Dimensions and levels are to be verified by the contractor. The contractor shall be responsible for any discrepancy. Where building requirements are shown, they shall be in accordance with the relevant building regulations. Information relating to these components on this drawing is for information only.









**NOTES**

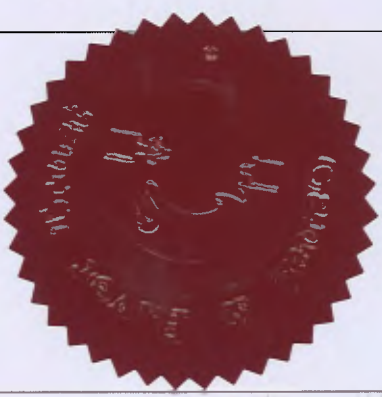
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  - ALL DIMENSIONS SHOWN ON THIS DRAWING ARE IN METRES.
- EXTENT OF S278 WORKS
  - PROPOSED DROPPED KERB WITH 0mm UPSTAND
  - PROPOSED TRANSITION KERB
  - PROPOSED KERB WITH UPSTAND
  - PROPOSED TRANSITION CONTAINMENT KERB
  - FOOTWAY TO BE REINSTATED

NE of NW  
 49683  
 2343

**AUTHORISED OFFICER**

*Heather Nussworthy*  
 49683

*AS*  
 2343



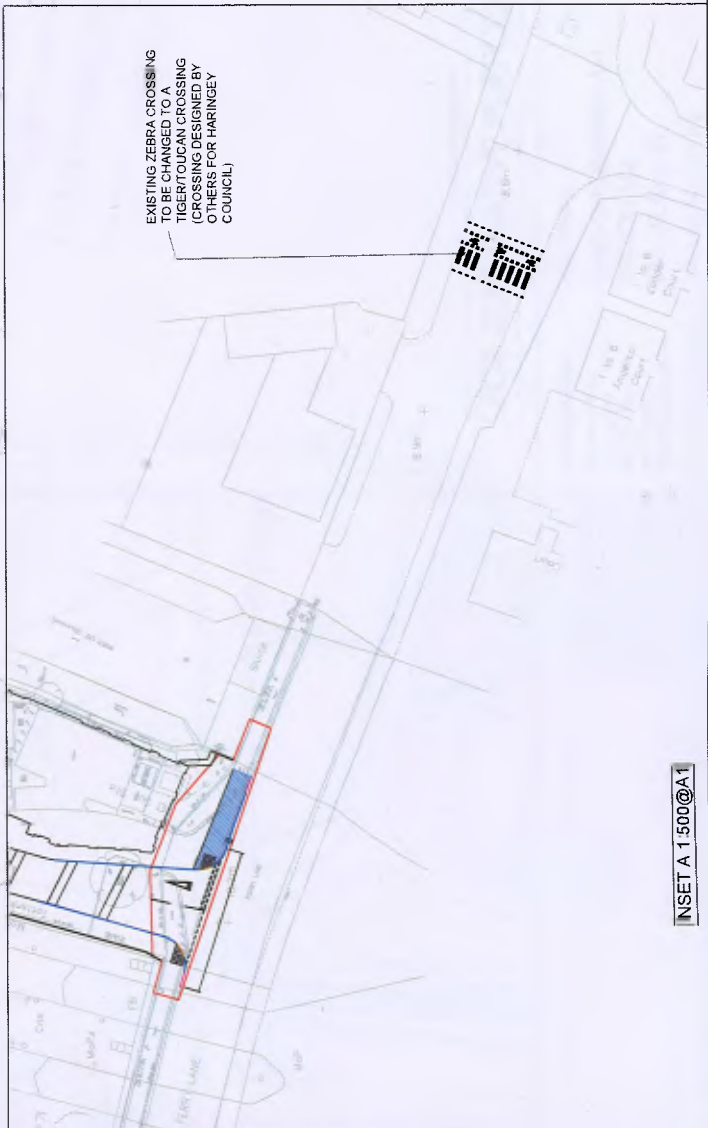
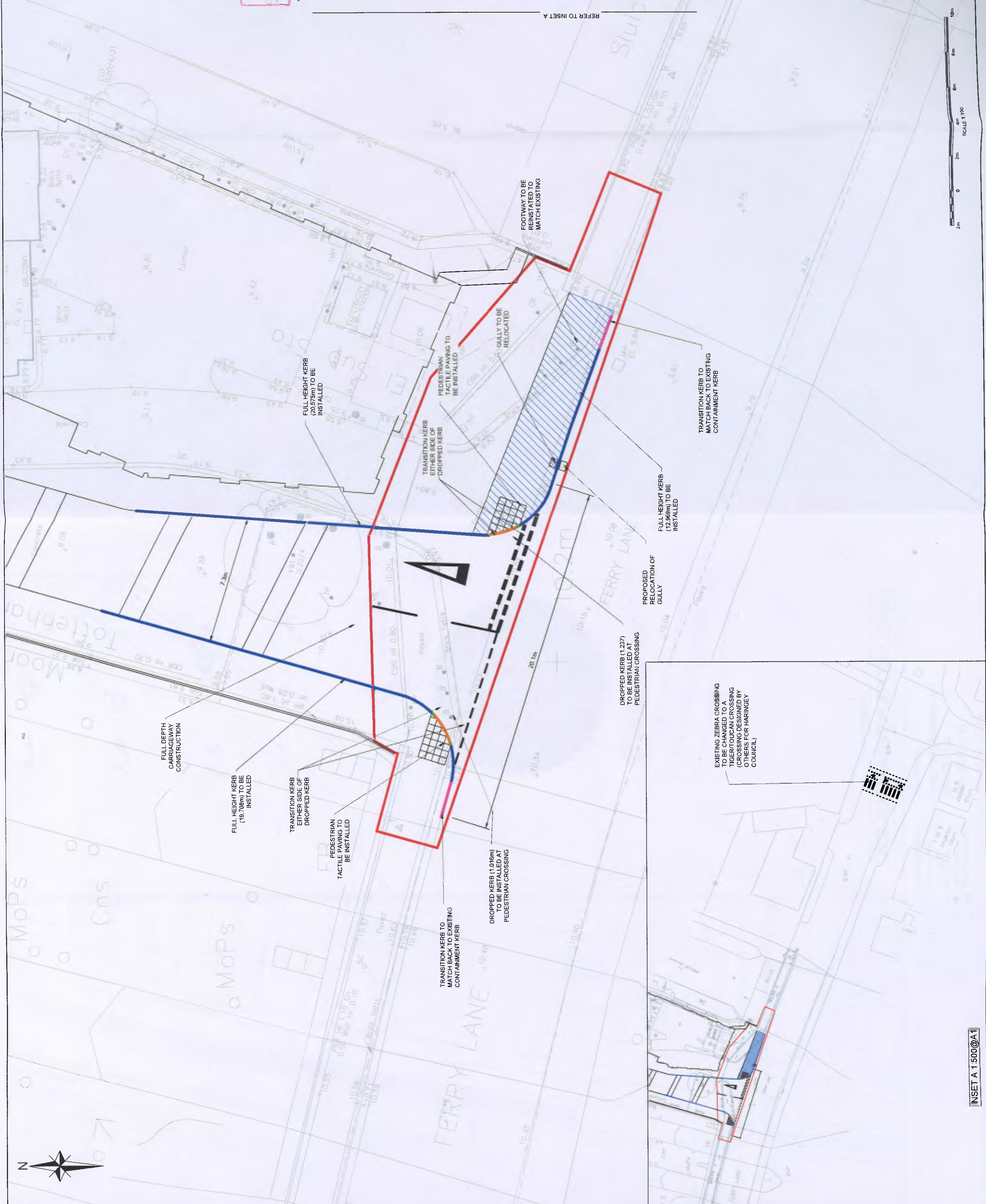
PROJECT D	DATE	BY	CHKD	APPD
14-180-001	14/09/17	AS	AS	AS

**Odyssey Markides**  
 15 York Road  
 Haringey, London N17 9JH  
 Tel: 0203 254 1100  
 E: info@odyssey-markides.com

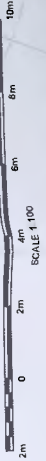
Job Title: **HALE WHARF**

**S278 SCOPE OF WORKS**

WATERSIDE PLACES (GENERAL PARTNER) LIMITED	
Scale: 1:100 @A1	Date: SEPT 16
Drawn: HM	Checked: JM
Approved: JM	Approved: JM
Drawn No: 14-180-001	Rev: A



INSET A 1:500@A1



REFER TO INSET A



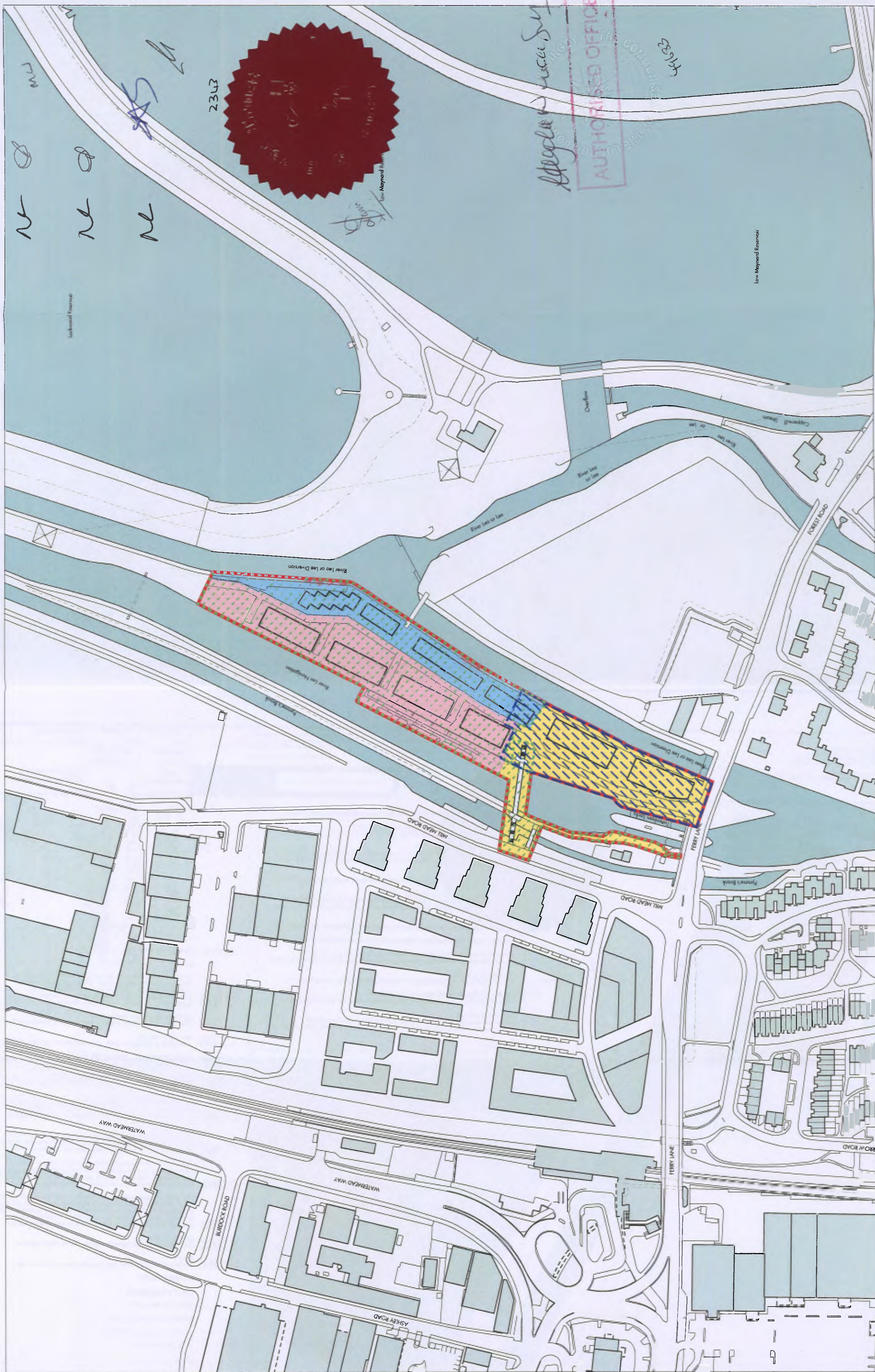












**HALE WHARF  
PHASING PLAN  
SECTION 106  
535\_02\_SK\_118**

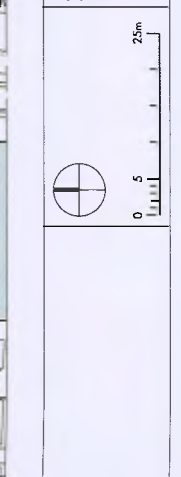
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A&M JOB NO. 535.02  
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info@alliesandmorrison.com  
A&M JOB NO. 535.02

REV	DATE	DESCRIPTION
0	14.07.2017	Issue for Information

KEY	DESCRIPTION
[Red outline]	Application Boundary
[Blue outline]	Division for use of Application
[Yellow outline]	Phase 1
[Red outline]	Phase 2
[Blue outline]	Phase 3
[Blue hatched]	Outline for use of Application
[Blue hatched]	Outline for use of Application
[Blue hatched]	Outline for use of Application

Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in metres unless otherwise stated. All measurements are to be taken from the centre of the road unless otherwise stated. Detailed site survey to be carried out to verify positions and level relationships with the business and machine survey. Boundaries are indicated only and are to be verified by others. The architect must be responsible for the accuracy of the information provided in the specification or contractor's design. 'As shown' information relating to those components on this drawing represents design intent only.



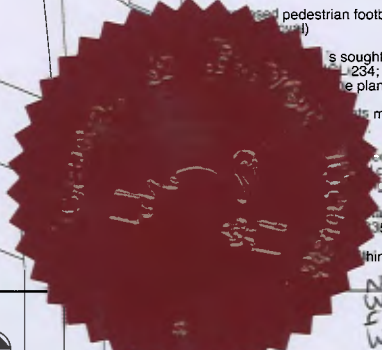




- KEY**
- Application boundary
  - Detailed application boundary
  - Outline application boundary
  - Green belt boundary
- Hard Landscape**
- Surface Materials**
- S01** Surface type 1: Sureset 6mm, Golden Pearl, Resin bound or similar
  - S02** Surface type 2: Self-binding footpath gravel, gold colour by CEDEC or similar
  - S03** Surface type 3: Granitic concrete setts, 80mm depth x 150mm coursed x lengths of 300mm (carriageway) 60mm x 150-400mm coursed x 150-400mm lengths laid in random coursing (footpath), as Hardscape 'Kellen, Tagenta B,C,D and E, ratios dependant on location, breccia finish or similar
  - S04** Surface type 4: Granitic concrete setts, laid in a stretcher bond, 80mm depth x 150mm coursed x lengths of 300mm (carriageway) 60mm depth x 150mm coursed x lengths of 300mm (footpath) as Hardscape 'Kellen, Nemaro Argento, breccia finish or similar
  - S05** Surface type 5: Granitic concrete slabs laid in random coursing, 60mm depth x 150-400mm coursed x lengths of between 200mm - 600mm as Hardscape 'Kellen, Bianco and Bianco 630, breccia finish or similar
  - S06** Surface type 6: Granitic concrete setts laid in a stretcher bond, 80mm depth x 150-300mm coursed x lengths of between 150 - 300mm as Hardscape 'Kellen, Bianco and Bianco 630, breccia finish or similar
  - S07** Surface type 7: Reinforced grass surface, planted with planting type 1 (PT1), Golpla by Geosynthetics or similar
- Kerb type 1:** Proposed kerb - Pre-cast concrete 255mm x 145mm x 915mm, saxon kerb laid flush on side as Marshalls or similar, 60mm upstand where (u) follows.
- E01** Edging type 1: Pre-cast concrete, 63mm x 155mm Natural buff conservation edging as Marshalls or similar
- E02** Edging type 2: Steel edging, Everedge classic, slate, by Everedge or similar
- TP1** Tactile paving 1: Tactile Blister paving, 400x400x65, Textured Natural by Marshalls or similar
- Street furniture and features**
- PS1** Parking signage 1: Bespoke 60x400x400 parking signage
  - PS2** Parking signage 2: Bespoke 60x400x400 parking signage
  - PS3** Parking signage 3: Bespoke 60x400x400 parking signage
  - BT1** Bench type 1: Escofet Banco Sócrates 360 Black or similar
  - BT2** Bench type 2: Escofet Banco Sócrates 240 Black or similar
  - BT3** Bench type 3: Escofet Cubo Sócrates 60 Black or similar
  - NP1** Natural play equipment 1: Informal features for imaginative natural play and incidental seating to include logs, boulders, trees, changes in level and lawn or similar
  - BO1** Bollard type 1: Hardwood timber 1000mm 250mm x 250mm top section by woodscape or similar
  - SS1** Sheffield stands 1: Sheffield stands by Falco or similar located in an area of S01 (Sureset 6mm, COLOUR, Resin bonded or similar)
  - TG1** Tree grill type 1: Heavy duty pre-fabricated unit with paving finish. Paved top to match surrounding area, 'Castle' by Green Blue Urban or similar.
  - PA1** Public art feature 1: Proposed bespoke public art feature
  - IH1** Insect hotels 1: Bespoke insect hotel in durable corten framework, to form habitat for insects and small amphibians.
  - BB1** Bird boxes 1: Pre-fabricated bird boxes to be secured to suitable trees.
- Lighting**
- LT1** Lighting type 1: Tapered column with adjustable luminaires, Sulex Candelabra Olivio Medio LED Triple or similar
- Boundary Treatment**
- RT1** Railing type 1: Proposed bespoke 2400mm x 1100mm steel railings, flat and circular galvanised bar construction, painted RAL 7201, with 50mm circular hardwood timber handrail or similar.
- Structures**
- FS1** Floating structure 1: New location of existing pontoon with potential extensions. Existing Jetty to be extended incorporating new access points
  - FS2** Floating structure 2: Modular floating rafts, "Floating Riverbanks" by Biomatrix Water or similar.
  - BS1** Bridge structure 1: Proposed footbridge to WWM Architects specification. (see notes)
  - BN1** Bin store 1: Proposed store for Boater's bins. Store to A&M's specification.
- Soft Landscape**
- Groundcover planting**
- EP1** Existing planting 1: Existing planting to the edge of the flood relief channel to be retained where possible.
  - PT1** Planting type 1: Native wildflower and grassland planting - incorporating nectar rich species - species may include - Ajuga, Symphytum, Anthriscus, Ranunculus, Lysimachia, Festuca, Bellis, Luzula, Glechoma, Filipendula, Carex, Hypericum, Lychnis, Prunella, Stellaria, Galium, Daucus, Fragaria.
  - PT2** Planting type 2: Shrub planting - species may include: Hypericum, Lonicera, Potentilla, Astilbe, Carex, Choisya, Corylus, Euonymus, Festuca, Hebe, Prunus.
  - FP1** Floating planting type 1: modular floating rafts by Biomatrix Water or similar. Native species mix to include - Carex, Digitalis, Eupatorium, Geum, Filipendula, Juncus, Lychnis, Lycopus, Lysimachia, Lythrum, Mentha, Silene, Typha and Veronica
- Hedging**
- HT1** Hedge type 1: Guidance hedging - native species to include - Crataegus, Prunus spinosa, Viburnum opulus, Cornus sanguinea, Fagus sylvatica, Acer campestre. Heights ranging from 1100mm to 1800mm.
  - HT2** Hedge type 2: Division Hedging - Fagus sylvatica Heights ranging from 500mm to 1400mm.
- Trees**
- ET1** Existing Tree 1: Existing trees, to be retained where possible.
  - TT1** Tree type 1: Avenue Trees - Platanus acerifolia, 40-45cm, height 10m, Mature. All TT1 trees to use TG1 tree pit.
  - TT2** Tree type 2: Specimen Tree - Salix babylonica 20-25cm, height 5m, Semi-mature
  - TT3** Tree type 3: Fastigate Trees - Quercus robur 'koster' fastigiata, 20-25cm, height 5m, Semi-mature
  - TT4** Tree type 4: Grouped tree planting - species mix to include - Alnus glutinosa, 20-25cm, height 6m, Semi-mature, Carpinus betulus, 20-25cm, height 6m, Semi-mature and Pyrus communis, 20-25cm, height 5m, Semi-mature. Selected trees to be clear stem up to a height of 2400mm.
- OTHER**
- Publicly Accessible Area

**NOTES:**

- Soft landscaped areas to be formed of at least 600mm of clean imported cover separated from the Made Ground with a teram (or similar) membrane demarcation layer.
- An explanation and description of the landscape features are provided within the accompanying Design and Access Statement
- Any changes to the specification should be discussed and accepted by Landscape Projects.
- Final selection of materials, tree and plant species and street furniture elements subject to detailed testing and assessment and procurement conditions
- Areas outside of the detailed application boundary are illustrative only.
- Proposed pedestrian footbridge shown for illustrative purposes only (subject to approval)
- Approval is sought for a bridge and bridge landing in this location - see drawing PL3-234; Detailed Approval is sought for Phase 1 landscape plan 435.012.
- Approval may be required in response to the detailed design of the bridge.
- Where boundaries overlap, approval is being sought for consent in those areas to accommodate for example, works.
- Information shown in illustrative form only, Engineer to provide final details.
- Information within the outline application boundary is for illustrative purposes only.



**AUTHORISED OFFICE**

*Handwritten signatures and initials*

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(1) Do not scale from drawings - use written dimensions only. (2) All dimensions are in millimeters unless noted. (3) All dimensions shall be verified on site before proceeding with the work. (4) Landscape Projects shall be notified of any discrepancies. (5) Engineer to specify all sub-bases. Any below ground construction is indicative.

OB	PL3	2017-01-23	Planning registration
OB	PL4	2017-01-18	Car park exit
OB	PL1	2016-05-23	Planning

landscapeprojects

Landscape Architecture & Design  
31 Blackfriars Road Salford Manchester M3 7AR  
PHONE: 0161 839 8336 FAX: 0161 839 7155  
EMAIL: post@landscapeprojects.co.uk

Project Title	Hale Wharf London	Drawing Title	Landscape Masterplan General arrangement
Drawn Date	2016-05-23	Drawn	OB
Checked	NCS	Checked	NCS
Scale	1:500 @ A1	Status	Planning
Drawing No.	435-00-010-PA	Revision	PL3





- KEY**
- Site boundary
  - - - Phase 1 boundary
  - Green belt boundary
- Publicly Accessible Area:**
- Temporary finishes within publicly accessible area during construction phases. Finishes to include coloured bitmac to shared access roads, reinforced grass & gravel to shared access areas.
  - Permanent finishes within publicly accessible area - refer to drawing 435-00-010-PA for details.

**NOTES:**  
 Phasing sequence taken from A&M drawing no. 535\_02\_07\_030 (PL2)



**AUTHORISED OFFICER**  
*[Handwritten signature]*  
 NCS  
 49623  
 NCS

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Rev	Date	Description
SR	2017-05-05	Areas of temporary & permanent finishes indicated
CB	2017-05-15	PA space updated to comments
OB	2017-05-03	First issue

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Project Title	Hale Wharf London	Drawing Title	Landscape Masterplan PHS1 - Site Wide General arrangement
Drawn Date	2017-05-03	Drawn	OB
Scale	1:500 @ A1	Checked	NCS
		Info	Information
		Drawing No.	435-01-001-PA
		Revision	B





- KEY**
- Site boundary
  - Phase 1 boundary
  - Green belt boundary
  - Publicly Accessible Area:**
    - Temporary finishes within publicly accessible area during construction phases. Finishes to include coloured bitmac to shared access roads, reinforced grass & gravel to shared access areas.
    - Permanent finishes within publicly accessible area - refer to drawing 435-00-010-PA for details.

**NOTES:**  
 Phasing sequence taken from A&M drawing no. 535\_02\_07\_030 (PL2)

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 (1) Do not scale from drawings - use written dimensions only. (2) All dimensions are in millimetres unless noted. (3) All dimensions shall be verified on site before proceeding with the work. (4) Landscape Projects shall be notified of any discrepancies. (5) Engineer to specify all sub-bases. Any below ground construction is indicative.



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Project Title <b>Hale Wharf London</b>	Drawn Date 2017-05-02	Drawn OB	Checked NCS	Drawing Title <b>Landscape Masterplan PHS2 - Site Wide General arrangement</b>
Scale 1:500 @ A1	Sheet Information	Drawing No. 435-02-001-PA	Revision B	

**AUTHORISED OFFICER**  
*Handwritten signature: Stephen Underhill*  
*Handwritten initials: SJS*  
 NE  
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49683

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2313







## SCHEDULE 7

### Code of Considerate Practice

#### CARE ABOUT APPEARANCE

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

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

#### RESPECT THE COMMUNITY

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

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

#### PROTECT THE ENVIRONMENT

**Constructors should protect and enhance the environment**

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

#### SECURE EVERYONE'S SAFETY

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

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

#### VALUE THEIR WORKFORCE

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

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

- Identifying personal development needs and promoting training.
- Caring for the health and wellbeing of the workforce.
- Providing and maintaining high standards of welfare.



SCHEDULE 8

Draft Planning Permission

GREATER LONDON AUTHORITY  
Development, Enterprise and Environment

Sean Bashforth  
Quod  
Ingeni Building  
17 Broadwick Street  
London  
W1F 0AX

GLA ref: D&P/1239a/03  
Application ref: HGY/2016/1719  
Date: \*\*DRAFT\*\*

Dear Mr Bashforth,

**Town & Country Planning Act 1990 (as amended); Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008**

Hale Wharf, Tottenham Hale

**GLA reference: D&P/1239a**

**Haringey Council planning application reference: HGY/2016/1719**

**Applicant: Muse Developments Ltd and the Canal and River Trust**

**GRANT OF FULL PLANNING PERMISSION SUBJECT TO PLANNING  
CONDITIONS AND PRIOR WRITTEN CONCLUSION OF A SECTION 106  
AGREEMENT**

The Mayor of London, as the Local Planning Authority, hereby grants planning permission for the following development, in accordance with the terms of the above mentioned application (which expression shall include the drawings and other documents submitted therewith):

**Application for planning permission (Local Authority reference HGY/2016/1719):**

Residential-led mixed use development comprising the demolition of existing buildings and structures and the construction of buildings to include residential (up to 505 units) and flexible retail or business uses (Use Classes A1-A5 or B1); pedestrian/cycle footbridges, modification works to the existing vehicular access and associated highway works; refurbishment of existing infrastructure (including provision of an on-site energy centre, if required), landscaping and public realm works; new servicing arrangements; car/cycle parking; and associated and facilitating works. All matters are reserved for the pedestrian footbridges and buildings and landscaping within Phases 2 and 3 and detailed permission is sought with no matters reserved for Phase 1 buildings and landscaping. The detailed component of the application (Phase 1 buildings only) comprises the demolition of existing buildings; the construction of two buildings ranging from 16 to 21 storeys to accommodate 249 residential units and 307sq.m. (GIA) of flexible retail or business uses (Use Classes A1-A5 or B1); modification works to the existing vehicular access and associated highway works; infrastructure (including provision of an on-site energy centre, if required), landscaping and public realm works; new servicing arrangements; car/cycle parking; and associated and facilitating works.



At: Hale Wharf, Ferry Lane, Tottenham Hale, N17 9NF

**Subject to the following conditions and reasons for conditions:**

**Definitions**

**“Block A”** means the building marked Block A on approved drawing no. 535\_02\_07\_400 PL1;

**“Block B”** means the building marked Block B on approved drawing no. 535\_02\_07\_400 PL1;

**“Commencement”** means the implementation of the Development by carrying out of a material operation as defined in section 56 of the Town and Country Planning Act 1990 but not including any Excluded Works;

**“Detailed Elements”** means those parts of the Development shown within the blue hatched area on submitted drawing no. 535\_02\_07\_030 PL2 and comprising Phase 1 of the scheme, providing two blocks (Block A and Block B) accommodating 249 residential units and 307sq.m. of flexible retail or business uses (Use Classes A1-A5 or B1); modification works to the existing vehicular access and associated highway works; infrastructure (including provision of an on-site energy centre, if required), landscaping and public realm works; new servicing arrangements; car/cycle parking; and associated and facilitating works and a temporary car parking area;

**“Development”** means a residential led mixed use development comprising the demolition of existing buildings and structures; the construction of buildings across the application site to include residential (up to 505 units) and flexible retail or business uses (Use Classes A1-A5 or B1); pedestrian/cycle footbridges, modification works to the existing vehicular access and associated highway works; refurbishment of existing infrastructure (including provision of an on-site energy centre, if required), landscaping and public realm works; new servicing arrangements; car/cycle parking; and associated and facilitating works. All matters are reserved for the Outline Elements comprising the pedestrian footbridges and the buildings in Phases 2 and 3. No matters are reserved for the Detailed Elements of the application (Phase 1 of the scheme).

**“Excluded Works”** means archaeological investigation, remediation works associated with decontamination, exploratory boreholes, site or soil investigations, demolition, site clearance, excavation and/or site preparation, site reclamation and site remediation works, installation of trunk services to serve the Development, temporary construction works, temporary diversion of highways, pegging out, the erection of temporary fencing and hoardings or other measures to secure the site, the construction of temporary access and service roads, construction and laying of temporary services and drainage, works of repair of the river wall, provision of temporary construction and security site accommodation, the erection of an acoustic barrier and noise attenuation works;

**“Non-residential uses”** means floorspace within the following use classes: A1-5 (retail), B1 (employment), D1 (community use);

**“Occupation”** means use for the purposes permitted by the planning permission but not including occupation by personnel engaged in the construction, fitting out or decoration or occupation for marketing or occupation for security operations;

**“Outline Elements”** means those parts of the development shown within the green hatched area on submitted drawing no. 535\_02\_07\_030 PL2 and comprising Phases 2 and 3 of the scheme, providing up to nine buildings, up to 256 residential units, up to 1,300sq.m. of

business and flexible retail uses (Class B1 and Classes A1-A5), pedestrian/cycle footbridges, access, landscaping and public realm.

“Phase” means the anticipated phases 1, 2 and 3 of the Development as shown on drawing no. 535\_02\_07\_030 PL2.

“Reserved Matters” means applications for reserved matters submitted pursuant to the Outline Element of the planning permission.

### Conditions

#### A. Conditions relating to the Detailed Elements

##### **A1. Time Limit**

The Detailed Elements (all matters submitted) of the development hereby authorised must be begun not later than the expiration of 3 years from the date of this permission, failing which the permission shall be of no effect.

Reason: This condition is imposed by virtue of the provisions of s 91 of the Town and Country Planning Act 1990 to prevent the accumulation of unimplemented planning permissions.

##### **A2. Phases**

No development of any Phase within the detailed element of the scheme shall commence until a plan showing the location of that Phase has been submitted to and approved in writing by the Local Planning Authority, which plan may be varied with the prior written approval of the Local Planning Authority.

Reason: To assist with the identification of each chargeable development (being each Phase) and the calculation of the amount of CIL payable in respect of each chargeable development in accordance with the Community Infrastructure Levy Regulations 2010 (as amended).

##### **A3. Compliance with Drawings and Documents**

The development hereby authorised shall be carried out in accordance with the following approved drawings, specifications and documents:

##### Drawings

535\_02\_07\_000 PL1 Site Location Plan, 535\_02\_07\_015 PL1 Demolition Plan,  
535\_02\_07\_400 PL1 Ground Floor Plan, 535\_02\_07\_400\_M PL1 Ground Floor  
Mezzanine Plan, 535\_02\_07\_401 PL1 First Floor Plan, 535\_02\_07\_402 PL1 Second Floor  
Plan, 535\_02\_07\_403 PL1 Third Floor Plan, 535\_02\_07\_404 PL1 Fourth Floor Plan,  
535\_02\_07\_405 PL1 Fifth Floor Plan, 535\_02\_07\_406 PL1 Sixth Floor Plan,  
535\_02\_07\_407 PL1 Seventh Floor Plan, 535\_02\_07\_408 PL1 Eight Floor Plan,  
535\_02\_07\_409 PL1 Ninth Floor Plan, 535\_02\_07\_410 PL1 Tenth Floor Plan,  
535\_02\_07\_411 PL1 Eleventh Floor Plan, 535\_02\_07\_412 PL1 Twelfth Floor Plan,  
535\_02\_07\_413 PL1 Thirteenth Floor Plan, 535\_02\_07\_414 PL1 Fourteenth Floor Plan,  
535\_02\_07\_415 PL1 Fifteenth Floor Plan, 535\_02\_07\_416 PL1 Sixteenth Floor Plan,  
535\_02\_07\_417 PL1 Seventeenth Floor Plan, 535\_02\_07\_418 PL1 Eighteenth Floor Plan,  
535\_02\_07\_419 PL1 Nineteenth Floor Plan, 535\_02\_07\_420 PL1 Twentieth Floor Plan,  
535\_02\_07\_421 PL1 Roof Plan, 535\_02\_07\_450 PL1 Ground Floor Plan Tenure Plan,  
535\_02\_07\_451 PL1 First Floor Plan Tenure Plan, 535\_02\_07\_452 PL1 Second Floor Plan  
Tenure Plan, 535\_02\_07\_453 PL1 Third Floor Plan Tenure Plan, 535\_02\_07\_454 PL1  
Fourth Floor Plan Tenure Plan, 535\_02\_07\_455 PL1 Fifth Floor Plan Tenure Plan,  
535\_02\_07\_456 PL1 Sixth Floor Plan Tenure Plan, 535\_02\_07\_457 PL1 Seventh Floor  
Plan Tenure Plan, 535\_02\_07\_458 PL1 Eight Floor Plan Tenure Plan, 535\_02\_07\_459



PL1 Ninth Floor Plan Tenure Plan, 535\_02\_07\_460 PL1 Tenth Floor Plan Tenure Plan, 535\_02\_07\_461 PL1 Eleventh Floor Plan Tenure Plan, 535\_02\_07\_462 PL1 Twelfth Floor Plan Tenure Plan, 535\_02\_07\_463 PL1 Thirteenth Floor Plan Tenure Plan, 535\_02\_07\_464 PL1 Fourteenth Floor Plan Tenure Plan, 535\_02\_07\_465 PL1 Fifteenth Floor Plan Tenure Plan, 535\_02\_07\_466 PL1 Sixteenth Floor Plan Tenure Plan, 535\_02\_07\_467 PL1 Seventeenth Floor Plan Tenure Plan, 535\_02\_07\_468 PL1 Eighteenth Floor Plan Tenure Plan, 535\_02\_07\_469 PL1 Nineteenth Floor Plan Tenure Plan, 535\_02\_07\_470 PL1 Twentieth Floor Plan Tenure Plan, 535\_02\_07\_490 PL1 Alternate Basement Plan General Arrangement, 535\_02\_07\_491 PL1 Alternate Ground Floor Plan General Arrangement, 535\_02\_07\_500 PL1 Proposed Elevations: West General Arrangement, 535\_02\_07\_501 PL1 Proposed Elevations: East General Arrangement; 535\_02\_07\_502 PL1 Proposed Elevations: South General Arrangement, 535\_02\_07\_503 PL1 Proposed Elevations: North General Arrangement, 535\_02\_06\_600 PL1 Proposed Sections: Block A General Arrangement, 535\_02\_06\_601 PL1 Proposed Sections: Block B General Arrangement, 535\_02\_07\_800 PL1 Bay Study 1: Block A Detail, 535\_02\_07\_801 PL1 Bay Study 2: Block A Detail, 535\_02\_07\_802 PL1 Bay Study 3: Block A Detail, 535\_02\_07\_803 PL1 Bay Study 4: Block B Detail, 535\_02\_07\_804 PL1 Bay Study 5: Block B Detail, 435.012 PL3 Landscape Proposal Plan Phase One – General Arrangement, 435.013 PL3 Landscape Proposal Plan Phase One – Interim – General Arrangement, 435.020 PL3 Landscape Masterplan Site Wide Levels, 435.021 PL3 Landscape Proposal Plan Phase One, - Levels, 460.101 PL3 Landscape Proposals Wharfside Detailed Section.

#### Documents

Design and Access Statement as revised January 2017 (including Design Codes, Access Statement, Landscaping Statement); Internal daylight assessment report; Outline site waste management plan; Transport Assessment; Energy Strategy; Habitat Regulation Assessment screening report; Water framework directive assessment; Framework Travel Plan; Delivery and Servicing plan; Arboricultural impact appraisal and method statement; Environmental Statement comprising Non-Technical Summary, Volume 1 – Main Text, Volume 1a – Townscape and Visual Impact Assessment, Volume 3 – Technical Appendices including: Flood Risk Assessment; Below Ground Drainage Strategy and Drainage Strategy Addendum; Air Quality; Noise and Vibration; Ecology; Daylight, Sunlight and Overshadowing; Lighting; Wind Microclimate; Socio-economics and Cumulative Effects.; Addendum to Environmental Statement dated January 2017; Letter providing further clarifications dated 1 March 2017.

Reason: In order to avoid doubt and in the interests of good planning.

#### **A4. Restriction of Class A5 use**

The unit marked "Commercial" on the ground floor of Block A, shown on Drawings 535\_02\_07\_400 PL1 and 535\_02\_07\_450 PL1 or any subsequently approved ground floor plan, shall not be used for the purposes of Class A5 (Hot Food Takeaways) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended), or in any provision equivalent to that Class in any statutory instrument amending, revoking and/or re-enacting that Order with or without modification, and notwithstanding any modifications to the Town and Country Planning (General Permitted Development) (England) Order 2015.

Reason: In order to manage the proliferation and overconcentration of Hot Food Takeaways within 400m of schools, in accordance with Policy DM47 in the Development Management Policies DPD Pre-Submission Version (January 2016).

#### **A5. Opening Hours (A1 to A5 uses)**

The units marked "Commercial" on the ground floor of Blocks A and B shown on Drawings 535\_02\_07\_400 PL1 and 535\_02\_07\_450 PL1 or any subsequently approved ground floor plan, shall only open between the hours of 07.00 and 23.30 on any day of the week, and no persons other than staff shall be permitted to be on the premises between the hours of 23.30 and 07.00.

Reason: In order to safeguard residential amenity in accordance with saved Policy UD3 of the Haringey Unitary Development Plan (2006).

#### **A6. Ventilation (A3 to A5 uses)**

No A3/A4/A5 use hereby authorised shall commence until details of ventilation measures associated with that use have been submitted to and approved in writing by the Council.

The approved ventilation measures shall be installed and made operational before any A3/A4/A5 use commences and shall be so maintained in accordance with the approved details and to the satisfaction of the Council.

Reason: In order to safeguard residential amenity in accordance with saved Policy UD3 of the Haringey Unitary Development Plan (2006).

#### **A7. Shop fronts**

Details of any shop front to the units marked "Commercial" on the ground floor of Blocks A and B shown on Drawings 535\_02\_07\_400 PL1 and 535\_02\_07\_450 PL1, that are different from the details shown on the relevant approved drawings, shall be submitted to and approved in writing by the Council before being installed. The shop fronts shall be installed and maintained in accordance with the approved details and to the satisfaction of the Council.

Reason: In order to retain control over the external appearance of the development in the interest of the visual amenity of the area and consistent with Policy SP11 of the Haringey Local Plan (2013) and Saved Policy UD3 of the Haringey Unitary Development Plan (2006).

#### **A8. Detailed drawings and external materials (buildings)**

- a) Save for Excluded Works, Blocks A and B shall not be commenced until samples of proposed external materials have been submitted to and approved in writing by the Council.
- b) The Development shall be built in accordance with the approved details and materials.

Reason: In order to reduce the amount of heat entering the buildings in accordance with Policy 5.9 of the London Plan 2016 and Policy SP11 of the Haringey Local Plan 2013 and in order to retain control over the external appearance of the development in the interest of the visual amenity of the area and consistent with Policy SP11 of the Haringey Local Plan 2013 and Saved Policy UD3 of the Haringey Unitary Development Plan (2006).

#### **A9. Landscaping, Public Realm and Public Art**

- a) No development on the above ground works (save for Excluded Works) shall commence until details of external landscaping/public realm works in the Detailed Element have been submitted to and approved in writing by the Council.



Those details shall include as a minimum:

- i) 1:50 scale plans/sections/elevations drawings of all external surfaces & means of enclosure
  - ii) Soft landscape works, including planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate;
  - iii) Details of proposed public art for the hereby permitted Lee Navigation and Wharfside/Bridge Square (in accordance with the Public Art Strategy in paragraph 6.11 of the submitted Design and Access Statement); and
  - iv) A landscaping, public realm and public art phasing strategy
- b) Approved landscaping, public realm and public art details shall be fully implemented in accordance with the approved landscaping and public art details and phasing strategy..
- c) Approved plans and schedules of planting, seeding or turfing comprised in the approved details of landscaping shall be carried out and implemented in strict accordance with the approved details in the first planting and seeding season following the occupation of the buildings or the completion of development in the Detailed Element (whichever is sooner). Any trees or plants, either existing or proposed, which, within a period of five years from the completion of the development die, are removed, become damaged or diseased shall be replaced in the next planting season with a similar size and species. The landscaping scheme shall be implemented in accordance with the approved details and retained thereafter.

Reason: In order for the Council to assess the acceptability of landscaping/public realm works in relation to the site itself, thereby ensuring a satisfactory setting for the proposed development in the interests of the visual amenity of the area consistent with Policy 7.21 of the London Plan (2016), Policy SP11 of the Haringey Local Plan (2013) and Policy UD3 of the Haringey Unitary Development Plan (2006).

#### **A10. Lighting of Temporary Car Park**

- a) Details of lighting for the interim car parking area for the Detailed Element shown on drawing no. 435.013 PL3 hereby authorised shall be submitted to and approved in writing by the Council before works start on construction of the interim car park.
- b) The approved lighting details shall be installed and made operational before the interim car park is brought in to use and shall remain operational for as long as the interim car park is in use.

Reason: To ensure that the external lighting of the interim car parking area has regard to the visual amenity of the area, and protects the adjoining areas of nature conservation interest, the amenities of surrounding properties and the safety of users of the car park.

#### **A11. Flood Risk and Finished Floor Levels**

The finished floor levels shall not be less than 9.00m AOD and the development shall be carried out in accordance with the submitted Flood Risk Assessment (Hale Wharf Environmental Statement Volume 3, Part 3 of 3 Part 1) (16 May 2016).

Reason: To ensure that the authorised development is designed safely in reference to flood risk in accordance with Policy 5.12 of the London Plan (2016), Policy SP5 of the Haringey Local Plan (2013) and Policy ENV5 of the Haringey Unitary Development Plan (2006).

#### **A12. Access Ramps**

Unless otherwise agreed in advance in writing by the Council following consultation with the Environment Agency, the arrangements (as shown on the Hale Wharf Bridge Parameter Plan (THGL/234 rev PL1)) to provide unrestricted access to the Environment Agency access ramps hereby approved shall be maintained throughout construction and for the lifetime of the authorised development.

Reason: To maintain the Environment Agency's access to these access ramps.

#### **A13. River Walls**

No development (save for Excluded Works) shall take place within Detailed Element until details have been submitted to and approved in writing by the Council, following consultation with the Environment Agency, that demonstrate to the Council's satisfaction that the development will not put the structural integrity of the river walls at risk by placing undue loading on the walls. The development shall be carried out in accordance with the approved details.

Reason: To safeguard the integrity of the river walls.

#### **A14. Access to Pymmes Brook**

No development (save for Excluded Works) within the Detailed Element shall commence until a legal agreement with the Environment Agency has been entered into, to ensure continued access to Pymmes Brook.

Reason: To maintain the Environment Agency's continued access to Pymmes Brook

#### **A15. Victoria Line Protection**

No development (save for Excluded Works) within Detailed Element shall commence until such times as detailed design and method statements for all of the foundations, basement and ground floor structures, or for any other structures below ground level have been submitted to and approved in writing by the Council, following consultation with London Underground. The development shall be carried out in accordance with the approved details.

Reason: To safeguard the integrity of the Victoria Line running tunnels in accordance with Policy 6.2 of the London Plan (2016).

#### **A16. Delivery and Servicing Plan**

Unless otherwise agreed in writing in advance by the Council, the Detailed Element development hereby approved shall only be operated in accordance with the Delivery and Servicing Management Plan (ref: 14-108-106A, dated – May 2016).

Reason: To ensure that the development does not prejudice the free flow of traffic or public safety along the neighbouring highway

#### **A17. Cycle Parking**

Notwithstanding what is shown on Drawings 535\_02\_07\_400 PL1 and 535\_02\_07\_400\_M PL1 that are hereby approved, no development (save for Excluded Works) within the Detailed Element shall commence until such times as detailed plans of the cycle parking within the Ground and Mezzanine floors of Blocks A and B have been submitted to and approved in



writing by the Council and thereafter development shall be carried out in accordance with approved plans and to the satisfaction of the Council.

Reason: To ensure satisfactory cycle parking provision in order to promote sustainable modes of transport in accordance with Policies 6.1 and 6.9 of the London Plan (2016) and Policy SP7 of the Haringey Local Plan (2013).

#### **A18. Noise - Fixed Plant**

The design and installation of new items of fixed plant hereby approved by this permission shall be such that, when in operation, the cumulative noise level LAeq 15 min arising from the proposed plant, measured or predicted at 1 metre from the facade of nearest residential premises shall be a rating level at least 5dB(A) below the background noise level LAF90. The measurement and/or prediction of the noise should be carried out in accordance with the methodology contained within BS 4142: 2014. Within 30 days of any request by the Council a noise report shall be produced by a competent person and shall be submitted to and approved by the Council to demonstrate compliance with the above criteria.

Reason: In order to protect the amenities of residential occupiers consistent with Policy 7.15 of the London Plan (2016) and Saved Policy UD3 of the Haringey Unitary Development Plan (2006).

#### **A19. Noise and vibration - internal residential environment**

a) (i) The residential units hereby authorised shall be designed so as to provide sound insulation against external noise and vibration, to achieve levels not exceeding 30dB LAeq (night) and 45dB LAmax for bedrooms, 35dB LAeq (day) for other habitable rooms, with windows shut and other means of ventilation provided;

(ii) the evaluation of human exposure to vibration within the buildings shall not exceed the vibration dose values criteria 'Low probability of adverse comment' as defined BS6472.

(b) No development of a building (other than Excluded Works) shall commence until details of a sound and vibration insulation scheme for that building complying with part (a)(i), and (ii) of this condition and a Mechanical Ventilation and Heat Recovery (MVHR) system for that building (capable of overcoming thermal overheating as defined in Approved Document Part L1A) has been submitted to an approved in writing by the Council.

(c) The residential units in a particular building shall not be occupied until the sound and vibration insulation scheme and MVHR system approved pursuant to part (b) of this condition for that building has been implemented in its entirety. Thereafter, the sound and vibration insulation scheme shall be permanently maintained in accordance with the approved details.

Reason: In order to protect the amenities of residential occupiers consistent with Policy 7.15 of the London Plan (2016) and Saved Policy UD3 of the Haringey Unitary Development Plan (2006).

#### **A20. External Lighting**

All permanent external lighting in The Detailed Element shall comply with the Hale Wharf Lighting Design Code (Appendix 12C of the Environmental Statement, Volume 3 (3 of 3) (May 2016).

Reason: In order to ensure that lighting is installed and maintained in a manner which will minimise possible light pollution to the night sky, neighbouring properties and areas of nature conservation importance in accordance Policies 7.18 and 7.19 of the London Plan (2016), Policy SP13 of the Haringey Local Plan (2013) and Saved Policy ENV7 of the Haringey Unitary Development Plan (2006).

#### **A21. Sustainability Standards – Non-residential**

Evidence that each commercial element within the Detailed Element is registered with a BREEAM certification body and that a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the development can achieve the stipulated BREEAM level "Very good", shall be submitted to and approved in writing by the Council prior to the commencement of works to the relevant part. A final certificate shall be submitted to the Council within 6 months of the first occupation of the buildings within the Detailed Element.

Reason: To ensure that the development achieves a high level of sustainability in accordance with Policies 5.1, 5.2, 5.3 and 5.15 of the London Plan (2016) and Policies SP0 and SP4 the Haringey Local Plan (2013).

#### **A22. Accessible & Adaptable Dwellings**

All residential units within the Detailed Element shall be designed and constructed to Part M4 (2) 'accessible and adaptable dwellings' of the Building Regulations 2010 (as amended 2015).

Reason: To ensure that the proposed development meets the Council's Standards in relation to the provision of wheelchair accessible homes and to comply with Haringey Local Plan 2013 Policy SP2 and Policy 3.8 of the London Plan (2016).

#### **A23. Wheelchair User Dwellings**

At least 25 of the dwellings in Block B shall be wheelchair accessible or easily adaptable for wheelchair use (Part M4 (3) 'wheelchair user dwellings' of the Building Regulations 2010 (as amended 2015)).

Reason: To ensure that the proposed development meets the Council's Standards for the provision of wheelchair accessible dwellings in accordance with Haringey Local Plan (2013) Policy SP2 and Policy 3.8 of the London Plan (2016).

#### **A24. Secured by Design**

The development hereby approved shall be designed and constructed to Secured by Design Sections 2 and 3 Compliance.

Reason: To ensure that the proposed development meets the Police standards for the physical protection of the buildings and their occupants, and to comply with London Plan (2016) Policy 7.3 and Haringey Local Plan 2013 Policy SP11.

#### **A25. Air Quality – Boilers**

Prior to their installation in any energy centre in Block A, details of Ultra Low NOx boilers shall be submitted to and approved in writing by the Council. The specification of any such boilers



shall ensure that they have dry NO<sub>x</sub> emissions not exceeding 40 mg/kwh. Prior to the occupation of Block A, the boilers shall be installed in accordance with the approved details and the boilers shall be permanently maintained in accordance with the approved details

Reason: To prevent adverse impact on air quality within an Air Quality Management Area (AQMA) as required by The London Plan (2016) Policy 7.14.

#### **A26. Air Quality – CHP**

Prior to installation of any energy centre in Block A if required, details of Combined Heat and Power (CHP) boilers shall be submitted to, and approved in writing by the Council. Evidence shall be submitted within these details to demonstrate the CHP boilers to be installed comply with the emissions standards as set out in the Mayor of London's Sustainable Design and Construction SPG (2014) for Band B. If CHP boilers are proposed, prior to the occupation of Block A, the CHP boilers shall be installed in accordance with the approved details, and the CHP boilers shall be permanently maintained in accordance with the approved details.

Reason: To prevent adverse impact on air quality within an Air Quality Management Area (AQMA) as required by The London Plan (2016) Policy 7.14.

#### **A27. Surface Water Drainage**

- a) The development hereby permitted in The Detailed Element (save for Excluded Works) shall not be commenced until details of the design, implementation, maintenance and management of a sustainable drainage scheme that is in conformity with the Below Ground Drainage Strategy (Appendix 11.B Environmental Statement Volume 3 Technical Studies Part 3 (of 3) (May 2016) and the Drainage Strategy Addendum (24 January 2017), have been submitted to and approved in writing by the Council. Those details shall include:
- i) Information about the design storm period and intensity, discharge rates and volumes (both pre and post development), temporary storage facilities, means of access for maintenance, the methods employed to delay and control the surface water discharged from the site and the measures taken to prevent flooding and pollution of the receiving groundwater and/or surface waters;
  - ii) Any works required off-site to ensure adequate discharge of surface water without causing flooding or pollution (which should include refurbishment of existing culverts and headwalls or removal of unused culverts where relevant);
  - iii) Flood water exceedance routes, both on and off site;
  - iv) A timetable for its implementation, and
  - v) A management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by an appropriate public body or statutory undertaker, management and maintenance by a Residents' Management Company or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.
- b) Once approved, the scheme shall be implemented, retained, managed and maintained in accordance with the approved details.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system.

#### **A28. Biodiversity Enhancement Plan**

- a) Prior to the commencement of development (save for Excluded Works) in The Detailed Element, a Biodiversity Enhancement Plan (BEP) shall be submitted to and approved in writing by the Council. The BEP shall include:
  - i) Integration of bird and bat boxes;
  - ii) Details of floating reed beds;
  - iii) Details of 'insect hotels';
  - iv) Details of native and 'nectar rich' landscaping; and
  - v) Soft landscaping management & maintenance.
- b) The Biodiversity enhancement measures set out in the approved The Detailed Element BEP shall be implemented and permanently maintained.

Reason: In order to ensure that the authorised development makes a positive contribution to biodiversity in accordance with Policies 7.18 and 7.19 of the London Plan (2016), Policy SP13 of the Haringey Local Plan (2013) and Saved Policy ENV7 of the Haringey Unitary Development Plan (2006).

#### **A29. Contaminated Land 1**

Before development commences in The Detailed Element other than for investigative work, demolition, erection of the acoustic fence and any works which do not involve ground disturbance as listed under the Excluded Works:

- a) A desktop study for The Detailed Element shall be carried out which shall include the identification of previous uses, potential contaminants that might be expected, given those uses, and other relevant information. Using this information, a diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors shall be produced. The desktop study and Conceptual Model shall be submitted to the Council. If the desktop study and Conceptual Model indicate no risk of harm, development shall not commence until approved in writing by the Council.
- b) If the desktop study and Conceptual Model indicate any risk of harm, a site investigation shall be designed for the site using information obtained from the desktop study and Conceptual Model. This shall be submitted to, and approved in writing by, the Council prior to that investigation being carried out on site. The investigation must be comprehensive enough to enable:-
  - a risk assessment to be undertaken,
  - refinement of the Conceptual Model, and
  - the development of a Method Statement detailing the remediation requirements.

The risk assessment and refined Conceptual Model shall be submitted along with the site investigation report, to the Council for written approval.

Before development commences in The Detailed Element (excluding the demolition, erection of acoustic fence and any works which do not involve ground disturbance as listed under the Excluded Works):

- c) The risk assessment and refined Conceptual Model shall be submitted along with the Site investigation report, on completion of the monitoring programme, to the Council for written approval; and



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

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety in accordance with Policy 5.21 of the London Plan 2016 and Saved Policy UD3 of the Haringey Unitary Development Plan.

### **A30. Contaminated Land 2**

Where remediation of contamination is required completion of the remediation detailed in the method statement shall be carried out and a report that provides verification that the required works have been carried out, shall be submitted to, and approved in writing by the Council, before the development is occupied.

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety in accordance with Policy 5.21 of the London Plan 2016 and Saved Policy UD3 of the Haringey Unitary Development Plan.

### **A31. Piling Method Statement – Excluded Works**

a) No impact piling for Detailed Element Excluded Works shall take place until a Piling Method Statement for Detailed Element Excluded Works has been submitted to and approved in writing by the Council following consultation with Thames Water and Natural England. The Statement shall set out the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure and flora and fauna, the programme for the works and details of monitoring and response procedures for potential Bird Flushing Events.

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

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure in accordance with Policies 5.14 and 7.19 of the London Plan (2016).

### **A32. Piling Method Statement**

a) No impact piling for the Detailed Element Works shall take place until a Piling Method Statement for Detailed Element has been submitted to and approved in writing by the Council following consultation with Thames Water and Natural England. The Statement shall set out the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure and flora and fauna and the programme for the works.

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

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure in accordance with Policies 5.14 and 7.19 of the London Plan (2016).

### **A33. Construction Environmental Management Plan (CEMP) Excluded Works**

- a) Development shall not commence on the Detailed Element Excluded Works until a Construction Environmental Management Plan (CEMP) for the Detailed Element Excluded Works has been submitted to and approved in writing by the Council. The CEMP shall provide details of how demolition and construction works are to be undertaken and shall include:
- i) The identification of stages of works;
  - ii) Details of working hours, which unless otherwise agreed with the Council shall be limited to 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 on Saturdays);
  - iii) Details of all plant and machinery to be used during demolition and construction stage, including an inventory of all Non Road Mobile Machinery (NRMM);
  - iv) Details of an Unexploded Ordnance Survey;
  - v) Details of community engagement arrangements;
  - vi) Details of a 2m acoustic hoarding on the eastern boundary of site;
  - vii) Details of protection of potential water vole burrows, including details of water vole survey for each season that piling is due to take place and resultant mitigation measures;
  - viii) Details for avoiding vegetation clearance during the bird nesting season;
  - ix) A temporary drainage strategy and performance specification to control surface water runoff and Pollution Prevention Plan (in accordance with Environment Agency guidance);
  - x) Details of external lighting demonstrating compliance with the principles of the Hale Wharf Lighting Management Plan (Appendix 13.B of Environmental Statement (May 2016);
  - xi) Details of noise and air quality monitoring and compliance arrangements for impacts on SPA/Ramsar/SSSI;
  - xii) Details of measures to remove/prevent re-colonisation of non-native species; and
  - xiii) The appointment of an Ecological Clerk of Works to oversee the works and approved monitoring and compliance arrangements.
- b) The inventory of NRMM shall be kept on site during the course of the demolitions, site preparation and construction phases. All machinery shall be regularly serviced and service logs kept on site for inspection. Records shall be kept on site which details proof of emission limits for all equipment. This documentation shall be made available to local authority officers as required until development completion.
- c) An independent ecological report by a competent person shall be submitted in writing to the Council at the end of each identified stage of construction, and if the report indicates that further mitigation measures are necessary, then a method statement for these measures shall be submitted to the Council, and such mitigation measures shall be carried out in full and to the satisfaction of the Council in the next stage of construction.
- d) The Detailed Element Excluded Works shall only be carried out in accordance with an approved CEMP.

Reason: To safeguard residential amenity, protect areas of nature conservation interest and prevent an increase in local problems of air quality within an Air Quality Management Areas (AQMAs) as required by Policies 7.14, 7.18 and 7.19 of the London Plan (2016), Policy SP13 of the Haringey Local Plan (2013) and Saved Policy ENV7 of the Haringey Unitary Development Plan (2006).



#### **A34. Construction Environmental Management Plan (CEMP) (Save for Excluded Works)**

a) Development shall not commence on the Detailed Element (save for Excluded Works) until a Construction Environmental Management Plan (CEMP) for the Detailed Element has been submitted to and approved in writing by the Council. The CEMP shall provide details of how demolition and construction works are to be undertaken and shall include:

- i) The identification of stages of works;
  - ii) Details of working hours, which unless otherwise agreed with the Council shall be limited to 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 on Saturdays;
  - iii) Details of all plant and machinery to be used during demolition and construction stage, including an inventory of all Non Road Mobile Machinery (NRMM);
  - iv) Details of an Unexploded Ordnance Survey;
  - v) Details of community engagement arrangements;
  - vi) Details of a 2m acoustic hoarding on the eastern boundary of site;
  - vii) Details of protection of potential water vole burrows, including details of water vole survey for each season that piling is due to take place and resultant mitigation measures;
  - viii) Details for avoiding vegetation clearance during the bird nesting season;
  - ix) A temporary drainage strategy and performance specification to control surface water runoff and Pollution Prevention Plan (in accordance with Environment Agency guidance);
  - x) Details of external lighting demonstrating compliance with the principles of the Hale Wharf Lighting Management Plan (Appendix 13.B of Environmental Statement (May 2016));
  - xi) Details of noise and air quality monitoring and compliance arrangements for impacts on SPA/Ramsar/SSSI;
  - xii) Details of measures to remove/prevent re-colonisation of non-native species; and
  - xiii) The appointment of an Ecological Clerk of Works to oversee the works and approved monitoring and compliance arrangements.
- b) The inventory of NRMM shall be kept on site during the course of the demolitions, site preparation and construction phases. All machinery shall be regularly serviced and service logs kept on site for inspection. Records shall be kept on site which details proof of emission limits for all equipment. This documentation shall be made available to local authority officers as required until development completion.
- c) An independent ecological report by a competent person shall be submitted in writing to the Council at the end of each identified stage of construction, and if the report indicates that further mitigation measures are necessary, then a method statement for these measures shall be submitted to the Council, and such mitigation measures shall be carried out in full and to the satisfaction of the Council in the next stage of construction.
- d) The Detailed Element Works shall only be carried out in accordance with an approved CEMP.

Reason: To safeguard residential amenity, protect areas of nature conservation interest and prevent adverse impact on air quality within an Air Quality Management Area (AQMA) as required by Policies 7.14, 7.18 and 7.19 of the London Plan (2016), Policy SP13 of the Haringey Local Plan (2013) and Saved Policy ENV7 of the Haringey Unitary Development Plan (2006).

#### **A35. Management and Control of Dust**

No development shall be carried out in the Detailed Element until a detailed Air Quality and Dust Management Plan (AQDMP), detailing the management of demolition and construction dust, has been submitted to and approved in writing by the Council. The plan shall be in accordance with the GLA SPG Dust and Emissions Control and shall also include a Dust Risk Assessment. Details shall also include as a minimum:

- Details of all plant and machinery to be used at the demolition and construction phases;
- Evidence that the development meets Stage IIIA of EU Directive 97/68/ EC for both NOx and PM.

No development shall be carried out on site until all Non-Road Mobile Machinery (NRMM) and plant to be used on the site of net power between 37kW and 560 kW has been registered at <http://nrmm.london/>. Proof of registration must be submitted to the Council prior to the commencement of any works on site. The works shall be carried out in accordance with approved details.

Reason: To prevent an increase in local problems of air quality within an Air Quality Management Areas (AQMAs) as required by Policy 7.14 in the London Plan (2016).

#### **A36. Feasibility study – Use of Waterways**

- a) Prior to the commencement of development (save for Excluded Works) in the Detailed Element and prior to or simultaneously with the submission to the Council of a Construction Logistics Plan for the Detailed Element (required by Condition A38), a feasibility study into the use of waterborne freight during the demolition and construction stage of Phases 1, 2 and 3 has been submitted to and approved in writing by the Council.
- b) Where practicable, the use of waterborne freight shall be maximised for the movement of demolition waste and construction materials.

Reason: To encourage use of waterways in accordance with Policy 7.26 of the London Plan (2016).

#### **A37. Construction Logistics Plan**

- a) No development (save for Excluded Works) in the Detailed Element shall take place until a Detailed Element Construction Logistics Plan (CLP) has been submitted to and approved in writing by the Council. The CLP shall include the following details:
  - i) Site access and car parking arrangements (to avoid queuing and/or parking on Ferry Land and other nearby highways)
  - ii) Delivery booking systems
  - iii) Construction phasing and lorry routeing
  - iv) Timing of deliveries to and removals from the site (avoiding 07.00 to 9.00 and 16.00 to 18.00 where possible)
  - v) Access arrangements for the retained business barges.
- b) Construction works in Phase1 (save for Excluded Works) shall only proceed in accordance with the approved CLP

Reason: To reduce congestion and mitigate any obstruction to the flow of traffic on the transportation and highways network.

#### **A38. Protection of Trees**



- a) No development in the Detailed Element shall start until all those trees to be retained, as indicated in the Arboricultural Impact Appraisal and Method Statement (May 2016), have been protected by secure, stout, exclusion fencing erected at a minimum distance equivalent to the branch spread of the trees and in accordance with BS 3998:2010 and to a suitable height.
- b) Any works connected with the approved scheme within the branch spread of the trees shall be by hand only. No storage of materials, supplies or plant machinery shall be stored, parked, or allowed access beneath the branch spread of the trees or within the exclusion fencing.

Reason: In order to safeguard the root systems of those trees on the site which are to remain after building works are completed in the interests of visual amenity.

#### **A39. Site Waste Management Plan**

The development shall be carried out in accordance with site waste management plans for the demolition and construction works which shall comply with the Outline Site Wide Waste Management Plan (Ref: 61033510.ENV.OSWMP.R00) (May 2016).

Reason: To ensure the efficient handling of construction, excavation and demolition waste in accordance with Policy 5.18 of the London Plan (2016).

#### **A40. Archaeology**

No development in the Detailed Element shall commence until a written scheme of investigation and a programme of archaeological work has been submitted to and approved in writing by the Council and the development shall be implemented in accordance with the approved details.

Reason: To safeguard and preserve buried heritage assets in accordance with Policy 7.8 of the London Plan (2016) and Policy SP12 of the Haringey Local Plan (2013).

#### **A41. Architect Retention**

The existing architects or other such architects as approved in writing by the Local Authority acting reasonably shall undertake the detailed design of the project.

Reason: In order to retain the design quality of the development in the interest of the visual amenity of the area and consistent with Policy SP11 of the Haringey Local Plan 2013 and Saved Policy UD3 of The Haringey Unitary Development Plan 2006.

#### **A42. Wind mitigation**

The wind mitigation measures, relevant to the Detailed Element, outlined in paragraph 14.6 of the submitted Environmental Statement (Volume 1 Main Text) and Appendix 14.A (Volume 3 Technical Appendices), May 2016, shall be fully implemented prior to the occupation of the Detailed Element and shall be permanently so maintained.

Reason: In order to prevent adverse impact on wind microclimate, in accordance with Policy 7.7 of the London Plan (2016) and emerging Policy DM5 in the Haringey Development Management Polices DPD Pre-Submission Version (January 2016).

#### **A43. Water efficiency**

The development shall be implemented in accordance with the water efficiency and reduction measures identified in Part 7 (Table 6) of the submitted Sustainability Statement (May 2016).

To ensure water efficiency and reduce the development's demand for water, in accordance with Policy 5.15 of the London Plan (2016), Policy SP5 of the Haringey Local Plan and emerging Policy DM29 of the Development Management Policies DPD Pre-Submission Version (January 2016).

## B.- Outline Element

### **B1. Time Limit –**

Applications for approval of the Reserved Matters for the Outline Element shall be made to the Council before the expiration of 5 years from the date of this planning permission.

The development of the Outline Element shall be begun no later than within 7 years from the date of this decision notice or 2 years from the approval of the last Reserved Matter relevant to the particular Phase – whichever is the later.

Reason: This condition is imposed by virtue of the provisions of s92 of the Town and Country Planning Act 1990 to prevent the accumulation of unimplemented planning permissions.

### **B2. Phases**

No development of any Phase within the Outline Element shall commence until a plan showing the location of that Phase has been submitted to and approved in writing by the Council, which may only be varied with the prior written approval of the Council.

Reason: To assist with the identification of each chargeable development (being each Phase) and the calculation of the amount of CIL payable in respect of each chargeable development in accordance with the Community Infrastructure Levy Regulations 2010 (as amended).

### **B3. Compliance with Documents/Drawings**

The development of the Outline Element shall be carried out in accordance with the approved documents and drawings listed below unless otherwise agreed in writing by the Council:

- a) Development Specification (October 2016);
- b) The following Plans:  
535\_02\_07\_015 PL1 Demolition Plan, 535\_02\_07\_020 PL1 Existing Site Levels Parameter Plan, 535\_02\_07\_021 PL1 Proposed Site Levels Parameter Plan, 535\_02\_07\_022 PL2 Development Zones at Ground Level Parameter Plan, 535\_02\_07\_023 PL2 Development Zones at Upper Levels Parameter Plan, 535\_02\_07\_024 PL2 Building Heights Parameter Plan, 535\_02\_07\_025 PL2 Access and Public Realm Parameter Plan, 535\_02\_07\_026 PL2 Car Parking Parameter Plan, THGL/234 PL1 Hale Wharf Bridge Parameter Plan.
- c) Design Codes (incorporated in the Design & Access Statement) (January 2017).
- d) Design approach and Design principles for Bridges 1 and 2 (set out in 4.2.2 to 4.2.4 of the Design and Access Statement) (January 2017).

Reason: In order to avoid doubt and in the interests of good planning

### **B4. Reserved Matters**



Development of the Outline Element (save for Excluded Works) shall not commence until details of the following Reserved Matters for that particular Phase or block have been submitted to and approved in writing by the Council:

- (1) access
- (2) appearance
- (3) landscaping
- (4) layout
- (5) scale

The development shall in all aspects be carried out in accordance with the details approved under this condition.

Reason: In order to ensure that the Council is satisfied with the details of the authorised development.

#### **B5. Public Art**

Details of proposed public art within the Outline Element in accordance with the submitted Public Art Strategy in 6.11 of the Design and Access Statement (January 2017) shall be submitted to and approved in writing by the Council prior to the commencement of those works. The public art as approved shall be installed prior to the occupation of the development.

Reason: In order to ensure that the Council is satisfied with the details of the authorised development, in accordance with emerging Policy DM3 in the Development Management Polices DPD Pre-Submission Version (January 2016).

#### **B6. Managing Privacy & Overlooking**

Applications for approval of Reserved Matters relating the Outline Element submitted pursuant to this permission shall be accompanied by a statement demonstrating how the proposed access, appearance, layout and scale details of the buildings hereby authorised would ensure adequate levels of privacy for future residential occupiers. No development on the Outline element (save for Excluded Works) shall commence until the privacy statement has been approved in writing by the Council and the development shall be carried out in accordance with the approved details.

Reason: In order to ensure that the Council is satisfied with the details of the authorised development in accordance with Policy 3.5 of the London Plan (2016) and Policy SP2 of the Haringey Local Plan (2013).

#### **B7. Productive Roofs**

Applications for approval of Reserved Matters relating to the Outline Element submitted pursuant to this permission shall be accompanied by a statement demonstrating how the use of roof spaces of buildings hereby authorised have been optimised to include 'living roof' space and/or Photovoltaic Arrays having regard to any competing requirements for renewable energy generation and habitat creation. No development on the Outline element (save for Excluded Works) shall commence until the roof space statement has been approved in writing by the Council and the development shall be carried out in accordance with the approved details.

Reason: In order to ensure that the Council is satisfied with the details of the authorised development in accordance with Policies 3.5 and 5.7 of the London Plan (2016) and Policies SP2 and SP4 of the Haringey Local Plan (2013).

#### **B8. Secured by Design**

No development shall commence (save for Excluded Works) in the Outline Element until a statement has been submitted to and approved in writing by the Council showing how the development will be designed and constructed to Secured by Design Sections 2 and 3 Compliance. The development shall be implemented in accordance with the approved details.

Reason: To ensure that the proposed development meets the Police standards for the physical protection of the buildings and their occupants, and to comply with London Plan (2016) Policy 7.3 and Haringey Local Plan 2013 Policy SP11.

#### **B9. Flood Risk and Finished Floor Levels**

The finished floor levels shall not be less than 9.00m AOD and the development shall be carried out in accordance with the submitted Flood Risk Assessment (Hale Wharf Environmental Statement Volume 3, Part 3 of 3 Part 1) (16 May 2016).

Reason: To ensure that the authorised development is designed safely in reference to flood risk in accordance with Policy 5.12 of the London Plan (2016), Policy SP5 of the Haringey Local Plan (2013) and Policy ENV5 of the Haringey Unitary Development Plan (2006).

#### **B10. Access Ramps**

Unless otherwise agreed in advance in writing by the Council following consultation with the Environment Agency, the arrangements (as shown on the Hale Wharf Bridge Parameter Plan (THGL/234 rev PL1)) to provide unrestricted access to the Environment Agency access ramps hereby approved shall be maintained throughout construction and for the lifetime of the authorised development.

Reason: To maintain the Environment Agency's access to these access ramps.

#### **B11. River Walls**

No development shall take place within the relevant Phase until details have been submitted to and approved in writing by the Council, following consultation with the Environment Agency, that demonstrate to the Council's satisfaction that the development will not put the structural integrity of the river walls at risk by placing undue loading on the walls. The development shall be carried out in accordance with the approved details.

Reason: To safeguard the integrity of the river walls.

#### **B12. Access to Pymmes Brook**

No development within the Outline Element shall commence until such times as the Applicant has entered in to a legal agreement with the Environment Agency to ensure continued access to Pymmes Brook.

Reason: To maintain the Environment Agency's access to Pymmes Brook.

#### **B13. External Lighting**

All permanent external lighting in the Outline Element shall comply with the Hale Wharf Lighting Design Code (Appendix 12C of the Environmental Statement, Volume 3 (3 of 3) (May 2016)).

Reason: In order to ensure that lighting is installed and maintained in a manner which will minimise possible light pollution to the night sky, neighbouring properties and areas of nature conservation importance in accordance with to comply with Policies 7.18 and 7.19 of the London



Plan (2016), Policy SP13 of the Haringey Local Plan (2013) and Saved Policy ENV7 of the Haringey Unitary Development Plan (2006).

#### **B14. Accessible & Adaptable Dwellings**

All residential units within the proposed development shall be designed to Part M4 (2) 'accessible and adaptable dwellings' of the Building Regulations 2010 (as amended 2015).

Reason: To ensure that the proposed development meets the Council's Standards in relation to the provision of wheelchair accessible homes and to comply with Haringey Local Plan 2013 Policy SP2 and Policy 3.8 of the London Plan (2016).

#### **B15. Wheelchair User Dwellings**

At least 10% of the dwellings in the development shall be wheelchair accessible or easily adaptable for wheelchair use (Part M4 (3) 'wheelchair user dwellings' of the Building Regulations 2010 (as amended 2015)). Applications for approval of Reserved Matters relating to the Outline Element submitted pursuant to this permission shall be accompanied by a statement which details the size, location, tenure and detailed layout of all proposed wheelchair accessible units. No development on the Outline element (save for Excluded Works) shall commence until the wheelchair accommodation statement has been approved in writing by the Council and the development shall be carried out in accordance with the approved details.

Reason: To ensure that the proposed development meets the Council's standards for the provision of wheelchair accessible dwellings in accordance with Haringey Local Plan (2013) Policy SP2 and Policy 3.8 of the London Plan (2016).

#### **B16. Sustainability Standards – Non-residential**

Evidence that each commercial element within the Outline Element is registered with a BREEAM certification body and that a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the development can achieve the stipulated BREEAM level "Very good", shall be submitted to and approved in writing by the Council prior to the commencement of works to the relevant part. A final certificate shall be submitted for approval to the Council within 6 months of the first occupation of the buildings within the Outline Element.

Reason: To ensure that the development achieves a high level of sustainability in accordance with Policies 5.1, 5.2, 5.3 and 5.15 of the London Plan (2016) and Policies SP0 and SP4 the Haringey Local Plan (2013).

#### **B17. Surface Water Drainage**

a) The development in the Outline Element hereby permitted (save for Excluded Works) shall not be begun until details of the design, implementation, maintenance and management of a sustainable drainage scheme that is in conformity with the Below Ground Drainage Strategy (Appendix 11.B Environmental Statement Volume 3 Technical Studies Part 3 (of 3) (May 2016) and the Drainage Strategy Addendum (24 January 2017), have been submitted to and approved in writing by the Council. Those details shall include:

- i) Information about the design storm period and intensity, discharge rates and volumes (both pre and post development), temporary storage facilities, means of access for maintenance, the methods employed to delay and control the surface water discharged from the site and the measures taken to prevent flooding and pollution of the receiving groundwater and/or surface waters;

- ii) Any works required off-site to ensure adequate discharge of surface water without causing flooding or pollution (which should include refurbishment of existing culverts and headwalls or removal of unused culverts where relevant);
  - iii) Flood water exceedance routes, both on and off site;
  - iv) A timetable for its implementation, and
  - v) A management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by an appropriate public body or statutory undertaker, management and maintenance by a Residents' Management Company or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.
- b) Once approved, the scheme shall be implemented, retained, managed and maintained in accordance with the approved details.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system.

#### **B18. Biodiversity Enhancement Plan**

- a) Prior to the commencement of development (other than demolition and Excluded Works) in the Outline Element a Biodiversity Enhancement Plan (BEP) for the relevant Phase shall be submitted to and approved in writing by the Council. The BEP shall include:
- i) Integration of bird and bat boxes
  - ii) Details of floating reed beds
  - iii) Details of 'insect hotels'
  - iv) Details of native and 'nectar rich' landscaping.
  - v) Soft landscaping management & maintenance
- b) The Biodiversity enhancement measures set out in the approved BEP shall be implemented and permanently maintained.

Reason: In order to ensure that the authorised development makes a positive contribution to biodiversity in accordance with Policies 7.18 and 7.19 of the London Plan (2016), Policy SP13 of the Haringey Local Plan (2013) and Saved Policy ENV7 of the Haringey Unitary Development Plan (2006).

#### **B19. Delivery and Servicing Plan**

Unless otherwise agreed in writing in advance by the Council, the Outline Element of the development hereby authorised shall only be operated in accordance with the Delivery and Servicing Management Plan (ref: 14-108-106A, dated May 2016).

Reason: To ensure that the development does not prejudice the free flow of traffic or public safety along the neighbouring highway.

#### **B20. Contaminated Land 1**

Before development commences in the Outline Element other than for investigative work:

- a) A desktop study for the relevant Phase shall be carried out which shall include the identification of previous uses, potential contaminants that might be expected, given those uses, and other relevant information. Using this information, a diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors shall be produced. The desktop study and Conceptual Model shall be submitted to the Council. If the desktop study and Conceptual Model indicate no risk of harm, development shall not commence until approved in writing by the Council.



b) If the desktop study and Conceptual Model indicate any risk of harm, a site investigation shall be designed for the site using information obtained from the desktop study and Conceptual Model. This shall be submitted to, and approved in writing by, the Council prior to that investigation being carried out on site. The investigation must be comprehensive enough to enable:-

- a risk assessment to be undertaken,
- refinement of the Conceptual Model, and
- the development of a Method Statement detailing the remediation requirements.

The risk assessment and refined Conceptual Model shall be submitted along with the site investigation report, to the Council for written approval.

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

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety in accordance with Policy 5.21 of the London Plan 2016 and Saved Policy UD3 of the Haringey Unitary Development Plan.

#### **B21. Contaminated Land 2**

Where remediation of contamination on land in the Outline Element is required completion of the remediation detailed in the method statement shall be carried out and a report that provides verification that the required works have been carried out, shall be submitted to, and approved in writing by the Council, before the development in the relevant Phase is occupied.

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety in accordance with Policy 5.21 of the London Plan 2016 and Saved Policy UD3 of the Haringey Unitary Development Plan.

#### **B22. Piling Method Statement – Excluded Works**

a) No impact piling for the Outline Element Excluded Works shall take place until a Piling Method Statement for the Excluded Works in that Phase has been submitted to and approved in writing by the Council following consultation with Thames Water and Natural England. The Statement shall set out the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure and flora and fauna, the programme for the works and details of monitoring and response procedures for potential Bird Flushing Events.

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

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure in accordance with Policies 5.14 and 7.19 of the London Plan (2016).

#### **B23. Piling Method Statement**

a) No impact piling for the Outline Element Works shall take place until a Piling Method Statement for the relevant Phase has been submitted to and approved in writing by the Council

following consultation with Thames Water and Natural England. The Statement shall set out the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure and flora and fauna, the programme for the works and details of an ecological monitoring strategy).

b) Any piling in the Outline Element must be undertaken in accordance with the terms of the relevant approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure in accordance with Policies 5.14 and 7.19 of the London Plan (2016).

#### **B24. Construction Environmental Management Plan (CEMP) - Excluded Works**

a) Development shall not commence on the Outline Element Excluded Works until a Construction Environmental Management Plan (CEMP) for the Outline Element Excluded Works has been submitted to and approved in writing by the Council. The CEMP shall provide details of how demolition and construction works are to be undertaken and shall include:

- i) The identification of stages of works;
- ii) Details of working hours, which unless otherwise agreed with the Council shall be limited to 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 on Saturdays);
- iii) Details of all plant and machinery to be used during demolition and construction stage, including an inventory of all Non Road Mobile Machinery (NRMM);
- iv) Details of an Unexploded Ordnance Survey;
- v) Details of community engagement arrangements;
- vi) Details of a 2m acoustic hoarding on the eastern boundary of site;
- vii) Details of protection of potential water vole burrows, including details of water vole survey for each season that piling is due to take place and resultant mitigation measures;
- viii) Details for avoiding vegetation clearance during the bird nesting season;
- ix) A temporary drainage strategy and performance specification to control surface water runoff and Pollution Prevention Plan (in accordance with Environment Agency guidance);
- x) Details of external lighting demonstrating compliance with the principles of the Hale Wharf Lighting Management Plan (Appendix 13.B of Environmental Statement (May 2016);
- xi) Details of noise and air quality monitoring and compliance arrangements for impacts on SPA/Ramsar/SSSI;
- xii) Details of measures to remove/prevent re-colonisation of non-native species; and
- xiii) The appointment of an Ecological Clerk of Works to oversee the works and approved monitoring and compliance arrangements.

b) The inventory of NRMM shall be kept on site during the course of the demolitions, site preparation and construction phases. All machinery shall be regularly serviced and service logs kept on site for inspection. Records shall be kept on site which details proof of emission limits for all equipment. This documentation shall be made available to local authority officers as required until development completion.

c) An independent ecological report by a competent person shall be submitted in writing to the Council at the end of each identified stage of construction, and if the report indicates that further



mitigation measures are necessary, then a method statement for these measures shall be submitted to the Council, and such mitigation measures shall be carried out in full and to the satisfaction of the Council in the next stage of construction.

d) The Outline Element Excluded Works shall only be carried out in accordance with an approved CEMP.

Reason: To safeguard residential amenity, protect areas of nature conservation interest and prevent an increase in local problems of air quality within an Air Quality Management Areas (AQMAs) as required by Policies 7.14, 7.18 and 7.19 of the London Plan (2016), Policy SP13 of the Haringey Local Plan (2013) and Saved Policy ENV7 of the Haringey Unitary Development Plan (2006).

**B25. Construction Environmental Management Plan (CEMP) – Save for Excluded Works**

a) Development shall not commence on the Outline Element (save for Excluded Works) until a Construction Environmental Management Plan (CEMP) for the relevant Phase has been submitted to and approved in writing by the Council. The CEMP shall provide details of how demolition and construction works are to be undertaken and shall include:

- i) The identification of stages of works;
- ii) Details of working hours, which unless otherwise agreed with the Council shall be limited to 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 on Saturdays);
- iii) Details of all plant and machinery to be used during demolition and construction stage, including an inventory of all Non Road Mobile Machinery (NRMM);
- iv) Details of an Unexploded Ordnance Survey;
- v) Details of community engagement arrangements;
- vi) Details of a 2m acoustic hoarding on the eastern boundary of site;
- vii) Details of protection of potential water vole burrows, including details of water vole survey for each season that piling is due to take place and resultant mitigation measures;
- viii) Details for avoiding vegetation clearance during the bird nesting season;
- ix) A temporary drainage strategy and performance specification to control surface water runoff and Pollution Prevention Plan (in accordance with Environment Agency guidance);
- x) Details of external lighting demonstrating compliance with the principles of the Hale Wharf Lighting Management Plan (Appendix 13.B of Environmental Statement (May 2016);
- xi) Details of noise and air quality monitoring and compliance arrangements for impacts on SPA/Ramsar/SSSI;
- xii) Details of measures to remove/prevent re-colonisation of non-native species; and
- xiii) The appointment of an Ecological Clerk of Works to oversee the works and approved monitoring and compliance arrangements.

b) The inventory of NRMM shall be kept on site during the course of the demolitions, site preparation and construction phases. All machinery shall be regularly serviced and service logs kept on site for inspection. Records shall be kept on site which details proof of emission limits for all equipment. This documentation shall be made available to local authority officers as required until development completion.

c) An independent ecological report by a competent person shall be submitted in writing to the Council at the end of each identified stage of construction, and if the report indicates that further mitigation measures are necessary, then a method statement for these measures

shall be submitted to the Council, and such mitigation measures shall be carried out in full and to the satisfaction of the Council in the next stage of construction.

d) The Outline Element Works shall only be carried out in accordance with an approved CEMP.

Reason: To safeguard residential amenity, protect areas of nature conservation interest and prevent adverse impact on air quality within an Air Quality Management Area (AQMA) as required by Policies 7.14, 7.18 and 7.19 of the London Plan (2016), Policy SP13 of the Haringey Local Plan (2013) and Saved Policy ENV7 of the Haringey Unitary Development Plan (2006).

#### **B26. Management and Control of Dust**

No development shall be carried out in Outline Element until a detailed Air Quality and Dust Management Plan (AQDMP) for the relevant Phase, detailing the management of demolition and construction dust, has been submitted to and approved in writing by the Council. The plan shall be in accordance with the GLA SPG Dust and Emissions Control and shall also include a Dust Risk Assessment. Details shall also include as a minimum:

- Details of all plant and machinery to be used at the demolition and construction phases;
- Evidence that the development meets Stage IIIA of EU Directive 97/68/ EC for both NO<sub>x</sub> and PM.

No development shall be carried out on site until all Non-Road Mobile Machinery (NRMM) and plant to be used on the site of net power between 37kW and 560 kW has been registered at <http://nrmm.london/>. Proof of registration must be submitted to the Council prior to the commencement of any works on site.

Reason: To prevent adverse impact on air quality within an Air Quality Management Area (AQMA) as required by Policy 7.14 in the London Plan (2016).

#### **B27. Construction Logistics Plan**

a) No development in the Outline Element (save for Excluded Works) shall take place until a Construction Logistics Plan (CLP) for the relevant Phase has been submitted to and approved in writing by the Council. The CLP shall include the following details:

- i) Site access and car parking arrangements (to avoid queuing and/or parking on Ferry Land and other nearby highways)
- ii) Delivery booking systems
- iii) Construction phasing and lorry routeing
- iv) Timing of deliveries to and removals from the site (avoiding 07.00 to 9.00 and 16.00 to 18.00 where possible)
- v) Access arrangements for the retained business barges.

b) Construction works in the Outline Element (save for Excluded Works) shall only proceed in accordance with the approved relevant CLP.

Reason: To reduce congestion and mitigate any obstruction to the flow of traffic on the transportation and highways network.

#### **B28. Protection of Trees**

a) No development in the Outline Element shall commence until all those trees to be retained, as indicated in the Arboricultural Impact Appraisal and Method Statement (May 2016), have been protected by secure, stout, exclusion fencing erected at a minimum distance equivalent to the branch spread of the trees and in accordance with BS 3998:2010 and to a suitable height.



b) Any works connected with the approved scheme within the branch spread of the trees shall be by hand only. No storage of materials, supplies or plant machinery shall be stored, parked, or allowed access beneath the branch spread of the trees or within the exclusion fencing.

Reason: In order to safeguard the root systems of those trees on the site which are to remain after building works are completed in the interests of visual amenity.

### **B29. Site Waste Management Plan**

The development shall be carried out in accordance with site waste management plans for the demolition and construction works which shall comply with the Outline Site Wide Waste Management Plan (Ref: 61033510.ENV.OSWMP.R00) (May 2016).

Reason: To ensure the efficient handling of construction, excavation and demolition waste in accordance with Policy 5.18 of the London Plan (2016).

### **B30. Archaeology**

No development in the Outline Element shall commence until a written scheme of investigation and a programme of archaeological work has been submitted to and approved in writing by the Council and the development shall be implemented in accordance with the approved details.

Reason: To safeguard and preserve buried heritage assets in accordance with Policy 7.8 of the London Plan (2016) and Policy SP12 of the Haringey Local Plan (2013).

### **B31. Water efficiency**

The development shall be implemented in accordance with the water efficiency and reduction measures identified in Part 7 (Table 6) of the submitted Sustainability Statement (May 2016).

To ensure water efficiency and reduce the development's demand for water, in accordance with Policy 5.15 of the London Plan (2016), Policy SP5 of the Haringey Local Plan and emerging Policy DM29 of the Development Management Policies DPD Pre-Submission Version (January 2016).

### **B32. Wind mitigation**

The wind mitigation measures, relevant to the Outline Element, outlined in paragraph 14.6 of the submitted Environmental Statement (Volume 1 Main Text) and Appendix 14.A (Volume 3 Technical Appendices), May 2016, shall be fully implemented prior to the occupation of the relevant phase within the Outline Element and shall be permanently so maintained.

Reason: In order to prevent adverse impact on wind microclimate, in accordance with Policy 7.7 of the London Plan (2016) and emerging Policy DM5 in the Haringey Development Management Policies DPD Pre-Submission Version (January 2016).

## **INFORMATIVES**

INFORMATIVE 1: It should be noted that there is a separate legal agreement which relates to the development for which this permission is granted.

INFORMATIVE 2: Pre-commencement conditions:

The following pre-commencement conditions attached to this decision notice are considered necessary in order to safeguard the nature conservation interest of adjoining land, safeguard

water and transport infrastructure and protect the amenities of future occupiers and users of the proposed development and to ensure that the proposed development results in a sustainable and well- designed scheme:

Conditions:

A9. Landscaping, Public Realm and Public Art

A29. Biodiversity Enhancement Plan

A30. Contaminated Land 1

A34 Construction Environmental Management Plan (CEMP) Excluded Works

A36. Management and Control of Dust

A39. Protection of Trees

A.41. Archaeology

### INFORMATIVE 3: CIL

1. Please note that this development is liable for a charge under the Community Infrastructure Levy (CIL) Regulations (2010), as amended.

This charge is payable upon commencement of the chargeable development and is in respect of the London Mayoral Community Infrastructure Levy (CIL) and London Borough of Haringey CIL. The Greater London Authority and Transport for London are responsible for setting the London Mayoral CIL charge and the London Borough of Haringey is responsible for collecting money on their behalf. The calculation of the charge is based on an initial assessment of the floorspace information provided in the CIL Additional Information Requirement Form, alongside your planning application.

Prior to your development commencing, you are required to submit a Commencement Notice to the London Borough of Haringey stating the date when the development will commence. Development is to be treated as commencing on the earliest date on which any material operation begins to be carried out on the land within the meaning of section 56(4) of the Town and Country Planning Act 1990. Upon receipt of this the Council will then issue a Demand Notice with precise details of your payment arrangements, payable from the date development commences. If a valid Commencement Notice is not submitted before work starts, penalties will apply and payment will be due in full on the day the Council believes the development to have commenced.

A person intending to assume liability for the CIL payment identified in the Council's Liability Notice must submit an Assumption of Liability Notice before development is commenced in accordance with Regulation 31 of the CIL Regulations (2010) (as amended). A person is not able to assume liability to pay CIL after development is commenced. If the Notice is not served, then the Council can apply surcharges for its efforts in identifying the relevant owners and apportioning liability for CIL between them.

2. This planning permission is a phased planning permission which expressly provides for development to be carried out in phases for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended).

### 3. Definitions

In this planning permission the following terms shall have the following meanings:

A) "Phase" means each Phase, as defined Condition A2, under which shall be treated as a phase and a separate chargeable development for the purpose of the Community Infrastructure Levy Regulations 2010 (as amended).



B) "Excluded Works Phase" will comprise the first CIL Phase and means the "Excluded Works" to be carried out across the site and which does not comprise works for the purposes of commencing CIL Liability.

**INFORMATIVE 4: Hours of Construction Work:**

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

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

**INFORMATIVE 5: Numbering:**

The new development will require numbering. The applicant should contact the Local Land Charges at least six weeks before the development is occupied (tel. 020 8489 5573) to arrange for the allocation of a suitable address.

**INFORMATIVE 6: Fire Brigade:**

The London Fire Brigade strongly recommends that sprinklers are considered for new developments and major alterations to existing premises, particularly where the proposals relate to schools and care homes. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and housing providers, and can reduce the risk to life. The Brigade opinion is that there are opportunities for developers and building owners to install sprinkler systems in order to save money, save property and protect the lives of occupier

**INFORMATIVE 7: Thames Water advises:**

a) With regard to surface water drainage, it is the responsibility of a developer to make proper provision for drainage to ground, water course, or a suitable sewer. In respect of surface water, it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777.

b) A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Thames Water would expect the developer to demonstrate what measures will be undertaken to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing [wwriskmanagement@thameswater.co.uk](mailto:wwriskmanagement@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality).

c) The installation of a properly maintained fat trap is recommended on all catering establishments. Thames Water further recommends, in line with best practice for the disposal of Fats, Oils and Grease, the collection of waste oil by a contractor, particularly to recycle for the production of bio diesel. Failure to implement these recommendations may result in this and other properties suffering blocked drains, sewage flooding and pollution to local watercourses.

d) A Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result in prosecution. (Domestic usage for example includes - toilets, showers, washbasins, baths, private swimming pools and canteens). Typical Trade Effluent processes include: - Laundrette/Laundry, PCB manufacture, commercial swimming pools, photographic/printing, food preparation, abattoir, farm wastes, vehicle washing, metal plating/finishing, cattle market wash down, chemical manufacture, treated cooling water and any other process which produces contaminated water. Pre-treatment, separate metering, sampling access etc, may be required before the Company can give its consent.

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

INFORMATIVE 8: The applicant is advised of the following requirements for development on land controlled by the Canal and River Trust:

a) The applicant should refer to the current "Code of Practice for Works affecting the Canal & River Trust" to ensure that any necessary consents are obtained (<https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-code-of-practice>).

b) Any encroachment or access over the River Lee Navigation requires written consent from the Canal & River Trust, and the applicant should contact the Canal & River Trust's Estates Surveyor, Jonathan Young ([jonathan.young@canalrivertrust.org.uk](mailto:jonathan.young@canalrivertrust.org.uk)) regarding this.

c) Any surface water discharge into Canal & River Trust waterways requires written consent from the Trust, and the applicant should contact the Canal & River Trust's Head of Utilities, Nick Pogson ([nick.pogson@canalrivertrust.org.uk](mailto:nick.pogson@canalrivertrust.org.uk)) regarding this.

INFORMATIVE 9: Asbestos:

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

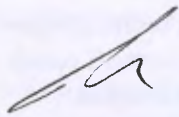
### **Statement of positive and proactive action in dealing with the application**

In dealing with this application, the Mayor of London, as the local planning authority, has expeditiously considered the application against all relevant national, regional and local planning policy. The Mayor has decided to grant planning permission in accordance with the recommendation within GLA Representation Hearing report D&P/1239a/03.

The Mayor has, therefore, worked in a positive and proactive manner in relation to dealing with this planning application and application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2012 and paragraphs 186 and 187 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework.



Signed



**Fiona Fletcher-Smith**

Executive Director – Development, Enterprise & Environment

**Notes:**

This is a planning permission only. It does not convey any approval or consent that may be required under Building Regulations or any other enactment.

The Mayor has noted that Haringey Council will be responsible for the decision on all subsequent approval of reserved matters, and details pursuant to conditions set out in this decision notice.

DRAFT

This Agreement has been entered into and delivered by the Parties as a deed on the date stated at the beginning of this Agreement

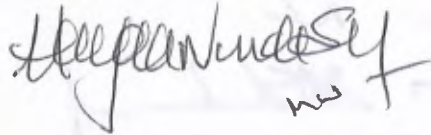
The common seal of **THE GREATER LONDON AUTHORITY** was hereunto affixed in the presence of: )  
)  
)



Authorised signatory



The common seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** was hereunto affixed in the presence of: )  
)  
)



Authorised signatory



The common seal of **CANAL & RIVER TRUST** was hereunto affixed in the presence of: )  
)  
)



Authorised signatory



Signed as a deed by **WATERSIDE PLACES (GENERAL PARTNER) LIMITED** acting by a director and its secretary/two directors: )  
)  
)  
)

Director



Director/Secretary





Signed as a deed by **WATERSIDE PLACES (GP NOMINEE) LIMITED** acting by a director and its secretary/two directors: )  
)  
)  
)

Director *AC*

Director/~~Secretary~~ *Q. L. L.*

Signed as a deed by **MUSE DEVELOPMENTS LIMITED** acting by a director and its secretary/two directors: )  
)  
)  
)

Director *AC*

Director/~~Secretary~~ *S. L. L.*