

DATED 30 NOVEMBER 2016

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

And

(2) NORTHWISE LIMITED

**AGREEMENT RELATING TO LAND KNOWN AS
500 WHITE HART LANE TOTTENHAM N17 7NA**

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

Bernie Ryan
Assistant Director of Corporate Governance
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Legal Ref: LEG/PP/BB/51599
Planning Ref: HGY/2016/0828

DATE

30 NOVEMBER

2016

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE ("Council") of the first part
- (2) **NORTHWISE LIMITED** (Co. Regn. No. 06818002) of Bill Nicholson Way, 748 High Road, Tottenham, London N17 0AP ("Owner") of the second part

WHEREAS

1. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
2. The Owner is the owner with freehold title absolute of the Property registered at the Land Registry under title numbers AGL210714, EGL325942, NGL32949 and NGL368845 ("the Titles").
3. Tottenham Hotspur Football & Athletic Co. Limited has applied to the Council for permission to develop the Property in accordance with the Application and as part of the Development the Owner has agreed to comply with the obligations, covenants and restrictions contained herein and is willing to enter into this Agreement in order to facilitate the Development.
4. The Council having duly complied with all duties imposed on it by or under the Act and having had regard to the provisions of the London Borough of Haringey's development plan and all other material considerations has resolved following the execution of this Agreement to grant the Planning Permission.
5. The Council considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.
6. The Parties 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 it contains comply with the provisions thereof and are:
 - (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development; and
 - (iii) fairly and reasonably related in scale and kind to the Development.

NOW THIS DEED WITNESSETH as follows:-

1. **Enabling Powers and Interpretation**
 - 1.1. In this Agreement the following words and expressions have the following meanings:

“the 1974 Act”	The Greater London Council (General Powers) Act 1974 as amended from time to time or any subsequent re-enactment of that act
“the Act”	the Town and Country Planning Act 1990 as amended from time to time or any subsequent re-enactment of that Act
“Affordable Housing Acquisition Agreement”	a legally binding agreement to be entered into between the Council and the Owner for the Transfer of the Affordable Housing Units to the Council in accordance with the Affordable Housing Terms and at the Affordable Housing Price
“Affordable Housing”	Housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market which shall include Social Rented Housing and/or Affordable Rented Housing and/or Intermediate Housing
“Affordable Housing Notice”	a notice to be served by the Council to the Owner indicating that all or any of the Affordable Housing Units shall be transferred to an Affordable Housing Provider
“Affordable Housing Plan”	the plan identifying the location of the Affordable Housing Units
“Affordable Housing Price”	Subject to the Council’s Cabinet authority a minimum price of £140 per square foot (GIA as defined in the London Plan) in respect of 17 Social Rented Housing units and £325 per square foot (GIA as defined in the London Plan) in respect of the remaining Affordable Housing Units in any event comprising an aggregate minimum price of £223 per square foot (GIA as defined in the London Plan) for all the Affordable Housing Units such figures to be subject to indexation from the date of this Agreement by the RICS Build Cost Information Service All-in TPI date to the date of the Affordable Housing Acquisition Agreement
“Affordable Housing Provider”	a non-profit registered provider of social housing pursuant to the Housing and Regeneration Act 2008 which is approved by the Council or such other provider of Affordable Housing as may be approved by the Council
“Affordable Housing Restrictions”	sub clauses 4.4.10, 4.4.12, 4.4.14 and 4.4.15 of this Agreement
“Affordable Housing Scheme”	a scheme setting out details in relation to the tenure, size and location of the Affordable Housing Units and shall include the Affordable Housing Plan, and

"Affordable Housing Terms"	indicative timetable for construction, delivery and handover of the Affordable Housing Units
"Affordable Housing Units"	<p>each disposition of an Affordable Housing Unit shall:</p> <p>1) be in accordance with Intermediate Housing or Social Rented Housing or Affordable Rented Housing (as applicable) and shall contain a covenant that it is only used and to be used occupied and retained in perpetuity and for no purpose other (save for the exceptions in this Agreement) than for the provision of Affordable Housing being Intermediate Housing or Social Rented Housing or Affordable Rented (as applicable)</p> <p>2) provide vehicular access and foul and surface water sewers and water, gas, electricity and telecommunications service systems for the dwelling linking in each case to the estate roads and service systems to be constructed and laid as part of the remainder of the Development and connected ultimately to highways and sewers maintainable at the public expense</p> <p>3) contain a covenant not to amalgamate or sub-divide the Affordable Housing Unit</p>
"Affordable Rented Housing"	<p>that part of the Development comprising no less than 29 of the Dwellings and to be provided as a minimum 6 Intermediate Housing units (1x1 beds, 3 x 2 beds and 2 x 3 beds) and a minimum 17 Social Rented Housing units (12x1 beds, 4x2 beds, 1x3 beds) with the remaining 6 units being either Social Rented Housing units and/or Affordable Rented Units and/or Intermediate Housing units (2x1 beds, 2x2 beds and 2x3 beds) and for the avoidance of doubt if the Affordable Housing Units are Transferred to an alternative Affordable Housing Provider in accordance with the terms of this Agreement the remaining 6 units may all be Intermediate Housing</p> <p>housing let by local authorities or private registered providers of social housing to households who are eligible for social rented housing. Affordable Rented Housing is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charge where applicable)</p>
"Agreement"	this agreement

“the Application”	the planning application seeking planning permission for the Development bearing Ref HGY/2016/0828 “(the Application Reference)”
“Assigned Officer”	the Council’s economic development officer assigned by the Council to meet the requirements of the Haringey Employment and Recruitment Partnership
“Borough”	the London Borough of Haringey
“Bus Contribution”	means the sum of £150,000 [one hundred and fifty thousand pounds] towards the improvement of the W3 bus service in the vicinity of the Property payable in two instalments of £75,000 as set out in Clauses 4.2.3 and 4.2.5 of this Agreement
“Business Relocation Plan”	a strategy for a minimum of 9 months (duration of which to be agreed with the Council) for the marketing of and the provision at market rent of the Commercial Space to businesses currently located in the Carbury Estate or wider High Road West Masterplan area
“Carbon Offsetting Contribution”	means a contribution towards the Council’s implementation of projects to reduce carbon emissions in its area to offset the proposed shortfall in meeting London Plan policies calculated with reference to the offsetting rate published by the Council at the time the Energy Plan is approved by the Council, the current rate being £2,700.00 per tonne, in order to compensate for unachieved carbon reduction targets arising from the Development
“Career Education Workshops”	means workshops to enable residents of the Borough to improve their employment prospects
“Chargee”	any mortgagee or chargee of the Affordable Housing Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
“Chargee’s Duty”	the tasks and duties set out at Clause 4.4.12 of this Agreement
“Commencement Date”	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act other than (for the purpose of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of ground conditions.

diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and references to "Commencement" and "Commence" shall be construed accordingly.

"Commercial Space"	the part of the Development for use falling within class B1/B8 of the Use Classes Order of up to 550 sqm GEA shown coloured green on drawing 90-105 PL 2 annexed hereto in the First Schedule to this Agreement
"the Considerate Constructor's Code of Practice"	the code made pursuant to the Considerate Constructor's Scheme and annexed hereto at the Second Schedule
"the Considerate Constructor's Scheme"	the national initiative set up by the construction industry to improve its image which involves the registration and monitoring of construction sites, more information can be found at www.ccscheme.org.uk
"Construction Phase"	the period from the Implementation Date until 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
"Construction Skills Certification Scheme"	means the skills certification scheme within the UK construction industry (as outlined on their website https://www.cscs.uk.com/)
"the Contributions"	means the Bus Contribution and the Footpath Contribution and the TMO First Stage Consultation Contribution and the TMO Design and Second Stage Consultation Contribution and the TMO Implementation Contribution and the Travel Plan Contribution
"the Development"	the redevelopment of the Property in accordance with the Planning Permission to comprise the demolition of existing buildings/ structures and associated site clearance and erection of new buildings / structures to provide residential units, employment uses (Use Class B1 and B8), retail uses (Use Class A1 and A3), community uses (Use Class D1) associated access, parking and servicing space, infrastructure, public realm works and ancillary development
"Due Date"	the date upon which any payment due under any of the provisions of this Agreement is to be made

“Dwelling”	a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
“Employment and Skills Plan”	the plan to be submitted to the Council and containing the information outlined under Clause 4.5
“Energy Plan”	the plan to be submitted to the Council in accordance with this Agreement and containing information relation to the Development’s energy requirements and performance and how these will be met including how the Development will comply with London Plan energy reduction targets and to establish the Carbon Offsetting Contribution (if applicable)
“the Footpath Contribution”	means the sum of £15,000 [fifteen thousand pounds] towards the improvement of footpath facilities including surfacing and/or lighting in the vicinity of the Property
“GLA”	the Greater London Authority as the non-departmental government body that funds and regulates Affordable Housing Providers or such other body as may replace it
“Haringey Employment and Recruitment Partnership”	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 6 th Form College”	an education and training facility for people aged 16-18 situated at White Hart Lane Tottenham London N17 8HR.
“Index”	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
“the Implementation Date”	the date of implementation of the Development 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
“Intermediate Housing”	means accommodation made available for letting to persons on assured shorthold tenancies at rents no more than 80% of the market level in the local area and/or accommodation in respect of which it is intended initially to dispose of less than 100% of the equity to the intended occupier the balance of the

	equity being held by an Affordable Housing Provider or being subsequently disposed of to the occupier. Intermediate Housing means Affordable Housing which is not Social Rented Housing or Affordable Rented Housing at prices and rents above those of Social Rented Housing or Affordable Rented Housing but below market price or rent and can include shared equity produces (e.g HomeBuy) other low cost homes for sale and intermediate rent
"the London Plan"	the London Plan published in March 2016 as revised from time to time
"Market Housing Units"	Dwellings within the Development which are general market housing for sale on the open market and which are not Affordable Housing
"Nominations Agreement"	means any agreement giving the Council nomination rights entered into between the Council as local housing authority and the Affordable Housing Provider substantially in the form attached at the Third Schedule
"NPPF"	the National Planning Policy Framework published in March 2012 as may be amended from time to time
"Occupation Date"	the first date when any part of the Development (or any part as may be specified) is occupied (which for the avoidance of doubt shall not include occupation for the purposes of fitting out the Development) and the terms "Occupy" "Occupied" and "Occupation" shall be construed accordingly
"Occupation Phase"	the period commencing from when the Development is first Occupied
"the Parties"	the parties to this Agreement and their successors in title
"Person"	includes a body of persons corporate or unincorporated
"Planning Obligations Monitoring Officer"	an officer of the Council from time to time allocated to deal with and monitor all obligations pursuant this Agreement
"the Plan"	the plan annexed in the First Schedule to this Agreement
"the Planning Permission"	planning permission for the Development pursuant to the Application substantially in the form of the draft annexed hereto in the First Schedule to this Agreement

"Practical Completion"	completion of the construction of the Affordable Housing Units so that they are ready for Occupation subject only to minor snagging works which will not affect beneficial use and enjoyment of the Affordable Housing Units
"the Property"	the land and premises known as 500 White Hart Lane N17 7NA shown indicatively edged in red on the Plan registered at the Land Registry under the Titles
"Protected Tenant"	any tenant of an Affordable Housing Unit who: <ul style="list-style-type: none"> (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of the Affordable Housing Unit (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of the Affordable Housing Unit (c) has been granted a shared ownership lease of the Affordable Housing Unit by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) and who has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire leasehold interest in the Affordable Housing Unit
"Reserved Matters Application"	means a reserved matters application made pursuant to the Planning Permission that is capable of providing any of the Affordable Housing Units
"Resident"	a person who is resident in the Borough and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old
"Social Rented Housing"	means accommodation which is owned by local authorities and private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008) for which target rents are determined through the national rent regime and to be agreed by the Council excluding any Social Rented Housing units Transferred to the Council which rents shall reflect the existing rents payable by the tenants relocating to those units

"TMO First Stage Consultation Contribution"	means the sum of £15,000 [fifteen thousand pounds] towards the preparation of all necessary documentation for the consultation with local residents in respect of the provision and/or amendment of a traffic management order(s) in relation to parking control measures in the vicinity of the Property
"TMO Design and Second Stage Consultation Contribution"	means the sum of £5000 [five thousand pounds] to be paid by the Owner to the Council in the event the Council serves the TMO Design Notice in respect of the design of traffic management orders in relation to parking control measures in the vicinity of the Property.
"TMO Design Notice"	means the notice to be served by the Council on the Owner confirming that following the public consultation the Council intends and is in a position to proceed to make and implementation the traffic management orders in relation to parking control measures in the vicinity of the Property
"TMO Implementation Notice"	means the notice to be served by the Council on the Owner confirming that the Council intends and is in a position to proceed to the design and second stage of public consultation in respect of the proposed traffic management orders in relation to parking control measures in the vicinity of the Property
"TMO Implementation Contribution"	means the sum of £20,000 [twenty thousand pounds] to be paid by the Owner to the Council in the event that the Council served the TMO Implementation Notice in respect of the making and implementation of traffic management orders in relation to parking control measures in the vicinity of the Property
"Transfer"	the transfer of the freehold or grant of a lease for a term of at least 999 years unless otherwise agreed in writing with the Council and "Transferred" shall be construed accordingly
"Travel Plan"	a plan: <ul style="list-style-type: none"> (a) setting out ways to encourage sustainable transport to and from 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"	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 £6,000 [six thousand pounds] towards the monitoring of the Travel Plan
"Working Days"	any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday

- 1.2. This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011 and any other enabling statutory provisions.
- 1.3. Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 1.4. Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.
- 1.5. The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.6. Unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.7. Any obligation, covenant, undertaking or agreement by any Owner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.

2. Taking Effect

This Agreement shall have immediate effect upon the completion of this Agreement SAVE FOR Clause 4 which shall take effect on the date upon which Planning Permission is granted.

3. Application of Section 106 of the Act and the 1974 Act

- 3.1. It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act (save for Clause 9 payment of the Council's costs) and that the Council is the local planning authority by whom they may be enforced and all covenants and conditions in this Agreement are enforceable by the Council pursuant to Section 16 of the 1974 Act and all other enabling statutory provisions.

- 3.2. Subject to Clause 3.3 both positive and restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.
- 3.3. No Person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the part of the Property in respect of which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.4. 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 shall be quashed or revoked or otherwise withdrawn or shall expire without Implementation.
- 3.5. The covenants restrictions and obligations herein shall not be binding or enforceable against any statutory utility provider where such provider holds its interest in the Site as statutory utility provider for their operational purposes.
- 3.6. The obligations in Clauses 4.2, 4.3, 4.5, 4.6, 4.7, and 4.8 of this Agreement shall not bind any tenant lessee of occupier of any Dwelling or any mortgagee charge or receiver (if any) of such tenant lessee or occupier.
- 3.7. Any future mortgage of the Property shall take effect subject to this Agreement PROVIDED THAT any future mortgagee of the Property shall otherwise have no liability under this Agreement unless it takes possession of the Property (or part therefor) in which case it too will be bound too by the obligations in this Agreement as if it were a person deriving title from the Owner in respect of the Property.

4. **Obligations of the Owner**

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

4.1. **General**

- 4.1.1 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 Owner to be performed and observed unless otherwise agreed in writing by the Parties.
- 4.1.2 Subject to compliance with all health and safety requirements to permit the Planning Obligations Monitoring Officer access to the Property during the carrying out of the Development to inspect whether the provisions of this Agreement are being observed and performed in accordance with this Agreement.
- 4.1.3 Not to encumber or otherwise deal with their interest in the Property or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out.

4.2. **The Contributions**

4.2.1 On or prior to the Commencement Date to pay the Footpath Contribution and the TMO First Stage Consultation Contribution and the Travel Plan Contribution to the Council.

4.2.2 Not to:

- (i) Commence, cause or permit Commencement of the Development;
- (ii) Occupy, cause or permit the Occupation of the Development or any part thereof;
- (iii) use or cause or permit the use of the Development or any part thereof

until such time as the Council has received the Footpath Contribution and the TMO First Stage Consultation Contribution in full by direct bank transfer to the Council's bank in accordance with Clause 7.1.

4.2.3 On or prior to the first Occupation of the Development to pay the first instalment of the Bus Contribution to the Council in the sum of £75,000.

4.2.4 Not to Occupy or cause or permit the Occupation of the Development or any part thereof until such time as the Council has received the first instalment of the Bus Contribution by direct bank transfer to the Council's bank in accordance with Clause 7.1.

4.2.5 On or prior to the first anniversary of the first Occupation of the Development to pay the second instalment of the Bus Contribution to the Council in the sum of £75,000.

4.2.7 Within one month of receipt of the TMO Design Notice from the Council to pay the TMO Design and Second Stage Consultation Contribution to the Council.

4.2.8 Within one month of receipt of the TMO Implementation Notice from the Council to pay the TMO Implementation Contribution to the Council.

4.3. **Considerate Constructor's**

4.3.1 Not to Implement unless and until the Owner has registered the Development with the Considerate Constructor's Scheme and provided sufficient evidence of this to the Council.

4.3.2 To ensure that the Development is constructed in accordance with the Considerate Constructor's Code of Practice and in the event of any non-compliance with Considerate Constructor's Code of Practice the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.3.3 Not to Occupy, suffer or permit Occupation of the Development unless the Owner has obtained an assessment from a representative of the Considerate Constructors Scheme of the performance of the construction of the Development against the Code of Considerate

Practice and reported the results of the assessment to the Council within seven (7) Working Days of receipt.

4.4. Affordable Housing

- 4.4.1 The Council may at any time following the date of this Agreement serve the Affordable Housing Notice on the Owner until such time as the Parties have entered into an Affordable Housing Acquisition Agreement.
- 4.4.2 Prior to or at the same time as a Reserved Matters Application the Owner shall prepare and submit the Affordable Housing Scheme to the Council for approval and the Council shall either approve the Affordable Housing Scheme or confirm that the Affordable Housing Scheme is not approved (together with the reasons why it is not approved) prior to or at the same time as determining the Reserved Matters Application.
- 4.4.3 To amend and re-submit the Affordable Housing Scheme until such time as it is approved by the Council.
- 4.4.4 Once the Affordable Housing Scheme has been approved by the Council the Parties shall have 6 months to enter into the Affordable Housing Acquisition Agreement.
- 4.4.5 The 6-month period for completion of the Affordable Housing Acquisition Agreement referred to in Clause 4.4.4 above may be extended by the agreement of both Parties.
- 4.4.6 In the event that:
- 4.4.6.1 the Council serves an Affordable Housing Notice; or
- 4.4.6.2 the Affordable Housing Acquisition Agreement is not completed within the 6 months of the Council's approval of the Affordable Housing Scheme in accordance with clause 4.4.4 (or such longer period as may be agreed between the Parties in accordance with paragraph 4.4.5)
- Then the Owner shall be free to negotiate the sale of the Affordable Housing Units to an Affordable Housing Provider and may amend and re-submit the Affordable Housing Scheme to the Council for approval in order to meet the Affordable Housing Provider's requirements.
- 4.4.8 Not to Commence or permit Commencement until the Affordable Housing Scheme has been submitted to and approved by the Council in accordance with clause 4.4.2, 4.4.3 or 4.4.6 (if applicable) ("the Approved Affordable Housing Scheme") and thereafter to Commence and carry out the Development in accordance with the Approved Affordable Housing Scheme
- 4.4.9 To provide the Affordable Housing Units in accordance with this Agreement and the Approved Affordable Housing Scheme and the Affordable Housing Terms and not to Occupy more than 25% of the Market Housing Units until all of the Affordable Housing Units have been constructed in accordance with the Approved Affordable Housing Scheme and made ready for residential Occupation and written notification of such has been received by the Council.

4.4.10 Not to Occupy or use the Affordable Housing Units other than as Affordable Housing save that this obligation shall not be binding on:

- (i) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
- (ii) any Chargee exercising a power of sale in respect of the Affordable Housing Units following a default under the terms of a mortgage or charge thereof provided that the Chargee shall have first complied with the Chargee's Duty; or
- (iii) any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to such purchaser or any Person deriving title from such purchaser.

4.4.11 Not to Occupy more than 25% of the Market Housing Units until:

- (i) all of the Affordable Housing Units have been Transferred to the Council in accordance with the Approved Affordable Housing Scheme and the Affordable Housing Acquisition Agreement; or
- (ii) in the event of the Council serving an Affordable Housing Notice or if the parties have not completed the Affordable Housing Acquisition Agreement within 6 months of the Council's approval of the Affordable Housing Scheme (or such longer period as may be agreed between the parties in accordance with paragraph 4.4.5), the Affordable Housing Units have been transferred to an Affordable Housing Provider in accordance with the Approved Affordable Housing Scheme and the Affordable Housing Terms and at the Affordable Housing Price on terms that accord with relevant GLA funding requirements current at the date of acquisition of the Affordable Housing Units by the Affordable Housing Provider; and the Affordable Housing Provider has entered into a Nominations Agreement in respect of those Affordable Housing Units comprising Social Rented Housing and Affordable Rented Housing .

4.4.12 The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to sub-clause 4.4.10(ii) give not less than 3 months' prior notice to the Council of its intention to dispose and:

- (a) in the event that the Council responds within 3 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use all reasonable endeavours to secure such transfer provided that after both:
 - i. Practical Completion of the Affordable Housing Units; and

- ii. all the Affordable Housing Units have been let or sold (as applicable) for the first time

the Chargee may transfer the Affordable Housing Units at a price which disregards the Affordable Housing Restrictions.

- (b) if the Council does not serve its response to the notice served under clause 4.4.12(a) within 3 months of receipt thereof then the Chargee shall be entitled to dispose free of the Affordable Housing Restrictions which shall cease to apply to the Affordable Housing Unit(s) so disposed.
- (c) if the Council or any other person cannot within 6 months of the date of receipt of the notice from the Chargee under clause 4.4.12(a) secure such transfer then provided that the Chargee shall have complied with its obligations under this Agreement the Chargee shall be entitled to dispose free of the the Affordable Housing Restrictions which shall cease to apply to the Affordable Housing Unit(s) so disposed

PROVIDED THAT at all times the rights and obligations in this clause 4.4.12 shall not require the Chargee to act contrary to its rights and duties under the charge or mortgage and the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

- 4.4.13 That the Affordable Housing Units shall be designed and constructed in accordance with Design and Quality Standards.
- 4.4.14 That in respect of any of the Affordable Housing Units the net receipt accruing to any Affordable Housing Provider from the sale of any of the Affordable Housing Units will be recycled in accordance with regulations and directions made by the GLA from time to time.
- 4.4.15 To market the Affordable Housing Units (for the first sale or rent of such units only) available as Intermediate Housing in accordance with the priority cascade for this type of housing listed below (unless otherwise notified by the Council):
 - a) Existing tenants of Homes for Haringey or Registered Providers within the borough and Residents affected by regeneration scheme (either tenants or leaseholders)
 - b) Armed forces Personnel and based in London, The east of England and The South East of England
 - c) Clients on the Haringey Housing Register in the following of priority:
 - Homeless households
 - Overcrowded households
 - Vulnerable households
 - Households that can demonstrate a local connection by having resided in the borough for a minimum period of 6 months for homeless households and 3 years continuous for applicants applying to the Housing Register.
 - d) First time buyers

- e) Any other persons who meet the Homes and Communities Agency eligibility criteria through the Home Buy Agent as defined from time to time by the Homes and Communities Agency.

4.4.16 It is acknowledged that all owners or occupiers of the Affordable Housing Units shall be required to pay a reasonable and fair service charge in respect of the relevant Affordable Housing Unit.

4.5 **Haringey Employment and Recruitment Partnership**

4.5.1 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 and no later than twenty eight (28) days prior to Implementation, to submit (or procure that the named individual submit) to the Council an Employment and Skills Plan for the Development to include a detailed programme, procurement schedule, recruitment protocols and labour histogram stipulating the following requirements

4.5.1.1 the procurement of not less than twenty percent (20%) of the peak onsite workforce employed during the Construction Phase and Occupation Phase of the Development to comprise Residents;

4.5.1.2 in the event that the target set in 4.5.1.1 above is impractical for reasons notified to the Assigned Officer and despite reasonable endeavours by the Owner then the Owner and the Council shall seek to resolve this at the very earliest opportunity with a view to establishing an alternative target;

4.5.1.3 the provision of training including pre-employment training and training to obtain basic qualifications such as certification under the Construction Skills Certification Scheme to the twenty percent (20%) referred to in 4.5.1.1 above and full time apprenticeships to at least twenty five percent (25%) of the twenty percent (20%) referred to in 4.5.1.1 above;

4.5.1.4 in the event that the target set in 4.5.1.3 above is impractical for reasons notified in writing to the Assigned Officer and despite reasonable endeavours by the Owner then the Owner and the Council shall seek to resolve this at the very earliest opportunity with a view to establishing an alternative target;

4.5.1.5 liaison with the Assigned Officer to help suppliers and businesses which are based in the Borough to tender for such works as may be appropriate for them to undertake;

4.5.1.6 the provision of opportunities for unemployed and economically inactive Residents in work placements;

4.5.1.7 the provision of details of how the Employment and Skills Plan does not discriminate against groups with protected characteristics in terms of the employment and skills development opportunities it facilitated and has regard to the specific demographic characteristics of Residents in its proposed activities);

- 4.5.1.8 provision of no fewer than **FIVE (5)** Career Education Workshops as agreed in writing with the Council;
- 4.5.1.9 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 Residents.

4.5.2 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 ("Approved Employment and Skills Plan") and not to carry out the Development otherwise than in accordance with the Approved Employment and Skills Plan.

4.5.3 To work with the Council, the Haringey 6th Form College and the Haringey Employment and Recruitment Partnership to maximise the employment and training opportunities including jobs and apprenticeships arising from the Development on first Occupation that will be available to Residents.

4.5.4 To designate a named contact to liaise with the Haringey Employment and Recruitment Partnership's lead contact to ensure efficient management and supply of Residents for employment and training opportunities on Implementation of the Development PROVIDED THAT the Owner shall not be required to offer employment to any candidate who does not have the necessary skills, knowledge or qualifications necessary to perform the employment having the benefit of basic training.

4.5.5 To work with the Haringey Employment and Recruitment Partnership as the sole conduit for any recruitment assessment screening testing and application support arrangements.

4.5.6 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 4.5.4 above.

4.5.7 To inform the lease holders and end users of the Haringey Employment and Recruitment Partnership to secure employment opportunities for Residents and to use reasonable endeavours to procure that occupying businesses promote such opportunities in hospitality, leisure, cultural/creative work, health and social care, retail, finance and business.

4.6 Travel Plan

4.6.1 No less than 6 (six) months prior to the Occupation Date to submit a Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Travel Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation until the Council approves the Travel Plan ("the Approved Travel Plan").

4.6.2 No less than 6 (six) months prior to the Occupation Date to appoint the Travel Plan Co-Ordinator.

- 4.6.3 To work in collaboration with the Council to conduct annual reviews of the Approved Travel Plan and following such reviews to make such amendments to the Approved Travel Plan as may be required by the Council.
- 4.6.4 Not to Occupy or cause or permit Occupation otherwise than in accordance with the Approved Travel Plan (as may be amended from time to time in accordance with clause 4.6.3).
- 4.6.5 To carry out and comply with the Approved Travel Plan (as may be amended from time to time)

4.7 Energy

- 4.7.1 Not to Implement or cause or permit Implementation until the Energy Plan has been submitted to and approved by the Council (“the Approved Energy Plan”) and thereafter Implement and carry out the Development only in accordance with the Approved Energy Plan.
- 4.7.2 To bear all costs in relation to the Energy Plan and pay to the Council within 21 days of demand therefor the reasonable and proper costs of an independent consultant engaged by the Council to verify the Energy Plan and if applicable the amount of the Carbon Offsetting Contribution.
- 4.7.3 To provide the Energy Plan and any further information or documentary evidence requested by the Council in relation to the Energy Plan accurately and in good faith and to provide to the Council any further information or documentary evidence within 10 Working Days of such a request.
- 4.7.4 If the Approved Energy Plan shows that the Carbon Offsetting Contribution is payable not to Occupy or cause or permit Occupation and not to use or cause or permit the use of the Development or any part thereof until the Council has received the Carbon Offsetting Contribution in full in accordance with Clause 7.1 of this Agreement unless the Council agrees that the payment of the Carbon Offsetting Contribution would materially impact on the viability of the Development.

4.8 Business Relocation Plan

- 4.8.1 Not to Implement or cause or permit Implementation until the Business Relocation Plan has been submitted to and approved by the Council (“the Approved Business Relocation Plan”) and thereafter Implement and carry out the Development only in accordance with the Approved Business Relocation Plan.
- 4.8.2 To use all reasonable endeavours in ensuring that the Approved Business Relocation Plan is carried out and complied with and not to dispose of or grant any interest in or Occupy the Commercial Space or cause or permit Occupation of the Commercial Space until a review of the performance of Approved Business Relocation Plan has been submitted to and approved by the Council.

5. Council's Covenants

5.1 Purpose of Contributions

The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.

5.2 Discharge of Obligations

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

5.3 Grant of Planning Permission

The Council hereby covenants to grant the Planning Permission immediately upon completion of this Agreement.

6. Notice to the Council/Other Matters

6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken place or when it will take place.

6.2 If the Owner fails to give written notice of the Implementation Date to the Council in accordance with the above the Due Date for the Contributions shall be the date the Planning Permission is issued.

6.3 No later than 7 days prior to the Occupation Date the Owner shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application Reference the date upon which the Development is ready for Occupation.

6.4 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

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

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

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

7. Payments VAT and Index linking

- 7.1 Payment of financial contributions pursuant to the terms of this Agreement shall be made by the Owner to the Council sending the full amount by direct bank transfer to the Council's bank account (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) and the Owner shall advise the Planning Obligations Monitoring Officer in writing that the transfer has been made by letter citing the names dates and parties to this Agreement, the Application Reference and the specific clause of this Agreement to which the contribution relates.
- 7.2 All considerations given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 7.3 Any financial contributions referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied together with if such payment or application is made more than six months after the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the Index figure last published at the date hereof is the denominator ("X") and the last Index figure published before the date such payment or application is made ("Y") less the last published Index figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y - X)}{X}$$

- 7.4 All financial contributions costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time being charged from the Due Date until payment is made.

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

8. Notices

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

9. Payment of Council's Costs

The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of the Agreement.

10. Registration

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

10.2 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall upon receiving a written request in writing from the Owner forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

11. Waiver

11.1 The failure by any party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any Schedule of appendix hereto shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement.

11.2 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

12. Third Party Rights

The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

13. Confirmation of Interest

The Owner hereby warrants and confirms that apart from the Parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Property or any part thereof.

14. Change in Ownership

The Owner shall provide the Council with a certified copy (including a plan if appropriate) of any conveyance transfer lease assignment mortgage or other disposition ("Disposition") of all or any part of the Property (save to the owner and/or occupier of a single Market Housing 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 twenty one (21) days of such Disposition.

15. Dispute Resolution

Save as otherwise herein expressly provided any dispute or differences arising between the parties as to their respective rights duties or obligations and to any other matter or things in any way arising out of or in connection with the subject matter of this Agreement may be referred for the determination of an independent expert to be agreed upon by the parties or failing agreement by a person nominated by the President for the time being of the Law Society / Chartered Institute of Housing and the decision of the said expert shall be final and binding on the parties and the said expert's fees and expenses shall be payable

as the expert directs PROVIDED THAT nothing in this Clause shall fetter the Council in exercising its discretion in carrying out its functions.

17. Jurisdiction

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

FIRST SCHEDULE
The Plans and Draft Planning Permission



16/05/16
 PL1 - 26.02.2016 - Planning issue

KEY
 — APPLICATION SITE BOUNDARY

DB

[Signature]

AUTHORISED OFFICER

PARAMETER PLAN 1:
 SITE LOCATION PLAN
 PLANNING
 160522 - 800WHL

10/6/16 A1 A2
 1:500 1:1:1000
 16.02.2016
 PL-1



AUTHORISED OFFICER

CH

NOTE:
STOREY HEIGHTS TAKEN FROM NATURAL PREVAILING GROUND LEVEL, ACCOUNTING FOR SLOPES ACROSS SITE. TO BE READ IN CONJUNCTION WITH PROPOSED MAXIMUM BUILDING HEIGHTS ON THE DRAFTER PLAN 3.

- KEY**
- PREDOMINANT RESIDENTIAL USE
 - PREDOMINANT RESIDENTIAL USE, WITH RETAIL AND / OR COMMUNITY USE INCLUDED AT GROUND FLOOR
 - PREDOMINANT EMPLOYMENT USE
 - APPLICATION SITE BOUNDARY

PARAMETER PLAN 5 BUILDING USE PLAN
 PLAN 5
 DATE: 26.02.2016
 SCALE: 1:500

PL-1 - 26.02.2016 - Planning Issue
 PL-2 - 03.06.2016 - Planning Issue



Planning Service

Emma Williamson Assistant Director Planning Service

Mr Matthew Sherwood
Quod
Ingeni Building
17 Broadwick Street
London
W1F 0AX

On behalf of
Tottenham Hotspur Football & Athletic Co Ltd
C/O Agent

Planning Application Reference No. **HGY/2016/0828**

**TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND)
ORDER 2015**

NOTICE OF PLANNING PERMISSION

Location: **500 White Hart Lane, N17**

Proposal: **Outline Application with matters of layout, scale, appearance and landscaping reserved for mixed use redevelopment to comprise the demolition of existing buildings/ structures and associated site clearance and erection of new buildings / structures to provide residential units, employment uses (Use Class B1 and B8), retail uses (Use Class A1 and A3), community uses (Use Class D1) associated access, parking and servicing space, infrastructure, public realm works and ancillary development**

In pursuance of their powers under the above Act, the London Borough of Haringey as Local Planning Authority hereby **PERMIT** the above development in accordance with the application dated 10/03/2016 and drawing numbers: 90-101, 90-102, 90-103, 90-104, 90-105 & 90-106

SEE SCHEDULE OF CONDITIONS ATTACHED

Stuart Minty
Interim Head of Development Management
Planning Service

- NOTE:
1. You can find advice in regard to your rights of appeal at: www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent
 2. This notice relates solely to a planning decision and does not purport to convey any approval or consent which may be required under the Building Regulations or any other statutory purpose.
For more information about making a Building Regulations application, please contact Haringey Council Building Control Team by email building.control@haringey.gov.uk, telephone 020 8489 5504, or see our website at www.haringey.gov.uk/buildingcontrol.

Planning Service

Emma Williamson Assistant Director Planning Service

HGY/2016/0828

The following conditions have been applied to this consent and these conditions must be complied with:

1. All applications for the approval of Reserved Matters within the OUTLINE permission hereby approved, as depicted on the approved plans shall be made to the Local Planning Authority no later than the expiration of 3 years from the date of this permission, and the development hereby authorised must be begun not later than whichever is the later of the following dates, failing which the permission shall be of no effect:

a) The expiration of three years from the date of this permission.

or

b) The expiration of two years from the final date of approval of any of the reserved matters.

Reason: This condition is imposed by virtue of Section 92 of the Town & Country Planning Act 1990 and to prevent the accumulation of unimplemented planning permissions.

2. This permission is granted in OUTLINE, in accordance with the provisions of Article 4 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 and before any development is commenced, the approval of the Local Planning Authority shall be obtained to the following reserved matters, namely:

i) (a) appearance; (b) landscaping; (c) layout; (d) scale;

Full particulars of these reserved matters, including plans, sections and elevations and all to an appropriate scale, and any other supporting documents indicating details of

B1) the materials to be used on all external surfaces

B2) details of boundary walls, fencing and other means of enclosure

B3) the provision for parking, loading and turning of vehicles within the site shall be submitted to the Local Planning Authority for the purpose of obtaining their approval, in writing. The development shall then be carried out in complete accordance with those particulars.

Reason: In order to comply with Article 2 of the Town and Country Planning (Applications) Regulations 1988 (as amended) which requires the submission to, and approval by, the Local Planning Authority of reserved matters.

3. The OUTLINE development hereby authorised shall be carried out in accordance with the plans and specifications submitted to, and approved in writing by the Local Planning Authority. Those being:

15/0809/SK08 Rev A - Proposed Site Access Junction Arrangement with Visibility Splays

90 – 101 Rev PL-1 - Site Location Plan

90 – 102 Rev PL-1 - Site Demolition and Existing Levels Plan

90 – 103 Rev PL-2 - Building Plot Plan

90 – 104 Rev PL-1 - Public Realm Plan

90 – 105 Rev PL-2 - Building Use Plan

90 – 106 Rev PL-1 - Site Access Plan

Development Specification and Framework – June 2016

Design Codes – June 2016

Reason: For the avoidance of doubt and in the interests of proper planning and to ensure the Development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the Development.

Planning Service

Emma Williamson Assistant Director Planning Service

10. No development (save for demolition above ground level) shall take place until such time as:

a) A desktop study has been carried out, details of which shall include the identification of previous uses, potential contaminants that might be expected given those uses, and other relevant 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, and approved in writing, by the Local Planning Authority. Only if the desktop study and Conceptual Model indicate no risk of harm may the development commence, upon the receipt of written approval from the Local Planning Authority;

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 Local Planning Authority prior to that investigation being carried out. 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 Local Planning Authority.

b) If the risk assessment and refined Conceptual Model indicate any risk or 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 Local Planning Authority, 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 2011 and Saved Policy UD3 of the Haringey Unitary Development Plan.

11. No development shall take place (including demolition) until an impact study of the existing water supply infrastructure has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water. The study should determine the magnitude of any new additional capacity required in the system and a suitable connection point. Should additional capacity be required, the impact study should include ways in which this capacity will be accommodated. The development within each phase will then be implemented in accordance with the recommendations of this impact study and retained in perpetuity thereafter.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the addition demand created by the development.

12. No impact piling within each phase shall take place on site until a piling method statement (detailing 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 and water infrastructure, and the programme for the works) has been submitted to, and approved in writing by the Local Planning Authority in consultation with Thames Water. Any piling within each phase 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 and water infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure.

Planning Service

Emma Williamson Assistant Director Planning Service

13. Prior to the submission of the Reserved Matters application, details of the proposed detailed energy strategy should be submitted to and approved in writing by the Local Planning Authority. This strategy should comply with the London Plan energy hierarchy and the London Plan carbon reduction target.

Reason: To ensure compliance with London Plan policy 5.2.

14. Prior to the submission of the Reserved Matters applications, details shall be submitted to, and approved by the Local Planning Authority in writing, that both domestic and non-domestic buildings within the Development are designed to reduce potential overheating and reliance on air conditioning systems and demonstrate general accordance with the cooling hierarchy as outline in London Plan Policy 5.9 and that all domestic dwellings are designed without the need for active cooling. The development shall be implemented in accordance with these details and retained in perpetuity thereafter.

Reason: To ensure that the development achieves a high level of sustainability in accordance with Policies 5.1, 5.2, 5.3, 5.15, and 5.9 of the London Plan and Policies SP0 and SP4 the Haringey Local Plan.

15. The hereby approved retail and office (A1 & B1a Use Class) floorspace shall not be occupied until a final Certificate has been issued certifying that BREEAM (or any such equivalent national measure of sustainable building which replaces that scheme) rating Very Good has been achieved for the hereby approved retail and office floorspace.

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 2011 and Policies SP0 and SP4 the Haringey Local Plan 2013.

16. The dwellings hereby approved shall achieve a carbon reduction in CO2 emissions of at least 35% under Part L of the Building Regulations 2013 standard.

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 2011 and Policies SP0 and SP4 the Haringey Local Plan 2013.

17. At detailed submission stage details of how the applicant will reduce the development's effect on the biodiversity and increase access to the local environment must be submitted to and approved by the Local Planning Authority.

Reason: To ensure that the development provides the maximum provision towards the creation of habitats for biodiversity. In accordance with regional policies 5.3, 5.9 and 5.11 of the London Plan (2011) and local policy SP05 and SP13.

18. No works shall be carried out on the site until a detailed report, including Risk Assessment, detailing management of demolition and construction dust has been submitted and approved by the LPA with reference to the GLA's SPG Control of Dust and Emissions during Construction and Demolition. All demolition and construction contractors and Companies working on the site must be registered with the Considerate Constructors Scheme. Proof of registration must be sent to the LPA prior to any works being carried out on the site.

Reason: To protect local amenity

Planning Service

Emma Williamson Assistant Director Planning Service

INFORMATIVE:

Community Infrastructure Levy. The applicant is advised that the proposed development will be liable for the Mayor of London and Haringey CIL. Based on the information given on the parameter plans, the Mayor's CIL charge will be £607,931 (14,133 sqm of residential floor space and office/ retail floor space floorspace x £35 x 1.229) and the Haringey CIL charge will be £218,178 (13,800 sqm of residential floorspace x £15 x 1.054) based on the most recent updated indexing. This will be collected by Haringey after the scheme is implemented and could be subject to surcharges for failure to assume liability, for failure to submit a commencement notice and/or for late payment, and subject to indexation in line with the construction costs index.

INFORMATIVE

Details of Highway Agreement - Section 278. The applicant is advised that an agreement under Section 278 of the Highways Acts 1980 is required. All works on or associated with the public highway be carried out by Council's Transportation Group at the full expense of the developer. Before the Council undertakes any works or incurs any financial liability the developer will be required to make a deposit equal to the full estimated cost of the works.

INFORMATIVE:

Prior to commencing any work on the highway official notification under The New Roads & Street Works Act shall be given to the Council. Notifications are to be sent to The Highways and Street Numbering (tel. 020 8489 1000).

INFORMATIVE:

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:

The applicant is advised that 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.

INFORMATIVE:

The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement and other water supply and drainage issues required by condition.

Planning Service

Emma Williamson Assistant Director Planning Service

INFORMATIVE:

In dealing with this application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our development plan comprising the London Plan 2011, the Haringey Local Plan 2013 and the saved policies of the Haringey Unitary Development Plan 2006 along with relevant SPD/SPG documents, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably. In addition, where appropriate, further guidance was offered to the applicant during the consideration of the application.

Stuart Minty
Interim Head of Development Management
Planning Service

DRAFT

SECOND SCHEDULE
CONSIDERATE CONTRACTOR SCHEME

Consideration:

All work is to be carried out with positive consideration to the needs of traders and businesses, site personnel and visitors, pedestrians, shoppers and general public. Special attention is to be given to the needs of those with sight, hearing and mobility difficulties.

Environment:

Noise from construction operations and all other sources is to be kept to a minimum at all times. Consideration should be given to the selection and use of resources, using local wherever possible. Attention should be paid to waste management and the avoidance of pollution - recycling of surplus materials is encouraged.

Cleanliness:

The working site is to be kept clean and in good order at all times. Temporary safety barriers, lights and warning signs are to be maintained in a clean and safe condition. Surplus materials and rubbish shall not be allowed to accumulate on the site or spill over on to the surrounding environment. Dust from construction operations shall be kept to a minimum.

Neighbourliness:

General information regarding the scheme shall be provided for all neighbours affected by the work. Full and regular communications with neighbours, including adjacent traders and businesses, regarding programming and site activities shall be maintained from pre-start to completion.

Respect:

Respectable and safe standards of dress shall be maintained at all times. Lewd or derogatory behaviour and language should not be tolerated, under threat of severe disciplinary action. Pride in the management and appearance of the site and the surrounding environment is to be shown at all times. Operatives shall be instructed in dealing with the general public.

Safety:

Construction operations and site vehicle movements are to be carried out with care and consideration for the safety of the general public, traders, shoppers as well as site personnel. No building activity shall be a security risk to others.

Responsibility:

All site personnel, specialist sub-contractors, drivers and any other persons working on the

site shall understand and implement the obligations of this Code, and will monitor their compliance with it.

Accountability:

Posters are to be displayed around the site, giving names and telephone numbers of staff who can be contacted in response to issues raised by the general public, traders, shoppers and others affected by the site operations.

Complaints:

Complaints received from any source will be recorded giving name, telephone number, the nature of the complaint together with the site concerned.

Nature of complaint headings:

- **Noise**
- **Abusive language**
- **Road conditions**
- **Dirt/Dust**
- **Other Safety**
- **Parking**
- **Inconsiderate**

The site manager will be informed of the nature of the complaint and will be advised of the name and details of the complainant together with any suggested manner to deal with the complaint. The complainant will be contacted by the site manager after approximately two days and asked if the complaint has been properly dealt with.

**THIRD SCHEDULE
NOMINATIONS AGREEMENT**

NOMINATIONS AGREEMENT

THIS AGREEMENT is made on day of 2016

BETWEEN:

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

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

1. INTERPRETATION

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

"Association's Nominated Officer"	shall mean the officer nominated from time to time by the Association to administer the Association's obligations under this Agreement;
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"Council's Nominated Officer"	shall mean the officer nominated from time to time by the Council to carry out the Council's rights and duties under this Agreement;
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"Dwelling"	shall mean a single flat or other self contained accommodation which is to be built on the Property as part of the development during the Development and which is to be used for affordable rented accommodation
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"Auto Bid"	Automatic Bidding
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“Eligibility/Priority Criteria”	shall mean as agreed between the Association and the Council as set out in Schedule C;
“Initial Lettings”	shall mean the first letting to a tenant by way of a Dwelling
“Nominations ”	shall mean the requests for nominations from registered social landlords in respect of currently vacant and available dwellings for letting to Nominees;
“Nominee”	shall mean a person who is nominated by the Council to a Dwelling in accordance with the provisions of this Agreement;
“Nomination Period”	shall mean a period of 80 years from the date of the Agreement;
“Non True Void”	shall mean any Dwelling that becomes vacant and defined as: <ul style="list-style-type: none"> i. Voids created by temporarily decanted tenants
“Registered Provider”	a registered social landlord registered with the Homes and Community Agency (or its successor) as a non-profit “registered provider of social housing” as such term is defined in the Housing and Regeneration Act 2008;
“the Property”	shall mean the property known as 500 White Lane N17 and shown edged red on the Plan;
“tenancy agreement”	shall be the Association's standard form of assured tenancy and assured shorthold tenancy as let under the Housing Act 1988

“True Void”

shall mean any Dwelling that becomes vacant to be made available to Haringey Council and defined as:

- i. Voids created through tenant moves to other landlords where no reciprocal arrangement exists;
- ii. Voids created by housing association transfers within Haringey where the transfer is to another landlord;
- iii. Voids created by the death of a tenant where there is no statutory or contractual right to succession;
- iv. Voids created by eviction or abandonment of the property;
- v. Voids created by decants once works are completed.

"Vacant Dwelling"

shall mean in respect of any Dwelling that Dwelling becoming vacant;

“Working Days”

shall mean Monday to Friday excluding bank and statutory holidays;

APPENDIX 1

Practices and Procedures for Processing Nominations

1. Request for Nomination: Association Action

1.1 Registered providers shall:-

- (a) Provide the Council with 100% nomination rights for initial lettings on all new developments.
- (b) Provide the Council with a minimum of 75% nomination rights on all subsequent lets of "true void" properties across all bed sizes in their housing stock.
- (c) Undertake to closely monitor nominations to the Council to ensure that these quotas are met within the financial year (April – March).
- (d)

1.3 In calculating the proportion of "true void" properties to be made available to the Council, registered providers shall define a "true void" as being:

- (a) Voids within new build, newly acquired or newly rehabilitated schemes.
- (b) Voids created through tenant moves to other landlords where no reciprocal arrangement exists, including moves made under mobility schemes.
- (c) Voids created by registered provider transfers within Haringey where the transfer is to another landlord.
- (d) Voids created through tenant transfers to another borough or another landlord where no reciprocal arrangement exists except when such transfers are made on the grounds of racial harassment or violence.
- (e) Voids created by tenants buying or renting their own property in the private sector, through the Tenants Incentive Scheme, or through making other accommodation arrangements.
- (f) Voids created by the death of a tenant where there is no statutory or contractual right to succession.
- (g) Voids created by eviction or abandonment of the property.
- (h) Voids created by decants once works are completed.

1.4 The following are defined as 'non' true voids and would therefore fall outside the nominations agreement.

- (a) Voids created by temporarily decanted tenants
- (b) Voids created by mutual exchanges

(c) Voids created as a result of tenant transfers within HA own stock and within the borough of Haringey.

- 1.5 Registered providers shall advise The Council and/or Homes for Haringey six months prior to completion of new build homes of the size, type, floor level, whether adapted or accessible and availability dates of the properties. Where a property has adaptations, details of this must be provided to enable The Council and/or Homes for Haringey to identify clients with a matching housing need, the provider should facilitate early viewings by professionals such as Occupational Therapists at the request of The Council and/or Homes for Haringey . Failure to advise of this timescale may delay nominations.
- 1.6 Registered providers are expected to achieve a lettable standard for each void property to which the Council has nomination rights. This standard should be set by the provider's published policy and be made available to The Council and/or Homes for Haringey on request.
- 1.7 Requests from Registered Providers to implement Local Lettings Policies will be subject to negotiation in line with the Council's Allocations Policy and will need to be accompanied by a comprehensive Equalities Impact Assessment.
- 1.8 A copy of the Haringey Council Nominations Agreement is attached at Appendix 1.
- 1.9 Registered Providers shall submit a request to reject a nominee in the following specific circumstances:
- (a) If the circumstances of the nominated household have changed since they were last assessed by The Council and/or Homes for Haringey or, if new information has come to light since the assessment was made, such that the offer is unsuitable, following discussion with the Lettings Team Leader.
 - (b) If a property is unsuitable for the nominated household because the household is too large or small for the unit, according to the providers own allocations policy, following discussion with the Lettings Team Leader
 - (c) If the rejection is approved following negotiation with the Housing Assessments & Lettings Manager.
 - (d) Providers shall not offer a nominee a different unit from that originally made available unless previously agreed with the Assessments, Lettings and TA Move On Manager.

(e) All cases where a nominee has been rejected should be escalated to the Assessments, Lettings and TA Move on Manager for decision.

1.10 Homeless nominees shall have the right of review in line with the Council's published Allocations policy. The right of appeal relates only to the suitability of the offer.

1.12 No nomination shall be rejected without having due regard to section 5.

1.13 Providers must exhaust existing avenues to assist their tenants before requesting Consideration of a reciprocal let. The Pan-London Reciprocal Agreement should be the default document.

Nominations via Choice based lettings, auto-bidding and direct offer

1.14 The Choice Based Lettings process runs on a weekly cycle with properties advertised on-line. Properties are available for bidding from the day the advert is opened until midnight on the following Sunday.

(a) The RP will submit a vacant property for nomination with a property viewing date to the The Council and/or Homes for Haringey by completing the electronic form (Request for Advertising / Nomination Pool) and email this to the Lettings mailbox (nomrequests@homesforharingey.org) and the relevant officer within the Lettings team.

NB: In order to meet the advert deadline, nominations should be submitted before the deadline of 5.00pm each Monday for the property to be advertised the Wednesday of that week. The submission should also include a photograph of the void property or the RP's logo.

(b) The Council and/or Homes for Haringey will provide the RP with a verified shortlist of appropriate nominees using a Risk Assessment form on a Wednesday.

(c) The RP will conduct its own property viewings on the Thursday immediately after they have received the shortlist of appropriate nominees. If this will not be possible for any reason the RP shall notify the Lettings Team and check if the shortlist remains correct or whether a new shortlist will be required.

(d) The RP will email the Lettings Mailbox: (nomrequest@homesforharingey.org) of the outcome of the property viewing by the close of business on the day the actual viewing takes place.

Where the number one applicant has accepted, and once the RP has notified the Lettings Team of the viewing outcome, they may proceed with the sign up.

If the number one applicant has refused the property, within 24 hours of receiving the viewing results the Lettings team will advise the RP how to proceed.

- (e) The RP will inform The Council and/or Homes for Haringey of the tenancy start date within one working day of the completion of the sign up process.
- (f) Where none of the nominees accept the offered property, or no bids are received for the advertised property, the Lettings Team will:

Auto Bids

- (1) If the applicant is an Auto-Bidder, the Lettings team will enforce the offer. The Lettings team will apply a discharge of duty giving 48 hours for the applicant to accept the offer. No further nominations can be sent until the 48 hours have expired. This process will be repeated for any additional Auto Bidders that were selected for this viewing.

Non Auto Bids

- (2) Reselect new nominees from the existing short list, where there is availability of Band A & B applicants in effective date order up to two consecutive selections, within 48 hours of each outcome notification provided that the RP give viewing dates for each reselection, in order for this to happen in a timely manner.

OR

Direct Offers

- (1) The Lettings team will seek a direct offer where there are no possible reselections or an emergency has occurred, within 48 hours. A viewing date will need to be provided by RP in order for this to happen in a timely manner.

If no reselections are available or no direct offers are pending then:

(2) The property will be re-advertised in the next available Choice based lettings cycle following the notification of refusal or no bids / no possible reselection.

(g) The RP can only submit a request to withdraw a property from the Haringey Council nominations process once the above process has been exhausted and consideration has been given to placing the property in a further Choice based lettings cycle. The RP will need to submit a request to the Lettings Team Leader and/or Assessments, Lettings and TA Move on Manager.

1.15 RPs shall not offer a nominee a different unit from that originally made available unless previously agreed with the Lettings Team Manager and/or Assessments, Lettings and TA Move on Manager.

Advertising intermediate, new build and home ownership opportunities

1.16 Registered providers to publicise Intermediate properties for new build developments and re-sales. RP's agree to provide full details of all home ownership opportunities for inclusion to the Choice Based lettings website home page (A paragraph will suffice) a hyperlink can also be included for further information

Marketing Intermediate Housing

1.17 Registered providers to advertise new developments , open days and other events in the borough-wide in 'Haringey People' magazine. This is published 10 times per annum and is distributed to over 200,000 residents.

Haringey people rate can be downloaded from the Haringey Council website at:
http://www.haringey.gov.uk/index/news_and_events/haringeypeople.htm

Preventing discrimination

1.18 Both the Council and its registered provider partners are strongly committed to actively tackling discrimination on the grounds of ethnicity, disability, gender, religion/belief, age or sexuality. Registered Providers and the Council shall operate equal opportunity policies designed to prevent and eliminate discrimination in the provision of social housing. Equalities information will be collected and will form part of the monitoring information required in the lettings return.

Nomination Requests

- 1.19 The RP will submit a vacant property for nomination to The Council and/or Homes for Haringey by completing the electronic form (Nomination Request – NR1), sending this to the Lettings mailbox (nomrequest@homesforharingey.org) and relevant officer in the Lettings team,.
- 1.20 The Council and/or Homes for Haringey shall identify the first suitable applicant in priority order on the supported housing register, identifying whether the property is suitable in terms of area preference, level of mobility or any other considerations that may apply. The Council and/or Homes for Haringey will provide this applicant within 3 working days.

NB applicants for supported housing have already gone through an assessment and approval process in order to be on the supported housing register and therefore will not require additional verification, unless a change in circumstance is identified.

Property Viewings

- 1.21 The RP will conduct its own internal viewing and independent assessment of the nominated applicant.
- 1.22 The RP will inform The Council and/or Homes for Haringey of the outcome of the viewing and assessment on the same day of the viewing to advise if accepted or refused by the nominee or rejection reasons by the RP.
- 1.23 The RP will inform the Council of the tenancy start date on the day of completion of the sign up process.
- 1.24 If the nominee does not accept the property, there will be two further sets of nominations

Request to Withdraw the Property

- 1.25 After two further sets of nominations, the RP may then submit a request to withdraw their property or agree further nominations. The RP will need to submit a request to the Lettings Team Leader and/or Assessments, Lettings and TA Move on Manager.
- 1.26 The RP can only submit a request to withdraw a property from the Haringey Council nominations process once the above process has been exhausted and consideration has been given to alternative solutions.
- 1.27 Registered Providers shall submit a request to reject a nominee in the specific Circumstances as set out in 1.25 of the Lettings & Nominations section

SCHEDULE 1

REQUEST FOR NOMINATION

**REQUEST FOR NOMINATION
FOR COMPLETION BY PARTNER ASSOCIATIONS / CO- OPERATIVES**

A: To Homes for Haringey

Property
Address

Post code

Date of request

Property
available
from

Landlord

Tel. No.

Contact officer

Email

Weekly rent
(excl. Water rate)

Weekly
service
changes

B: Property Details

Flat

House

Bungalow

Maisonette

No. of Double bedrooms

No. of single bedrooms

No. of Bed spaces

No. of Bedrooms

Floor level

Block

Street

Garden

Means for access

Lift

Internal Stairs

External Steps

Suitable for wheelchair Y?N

Adapted for Disabled Y/N

Property modernised Y/N

If yes please give date

Decorative condition

Poor

Average

Good

Excellent

Grant available Y/N

Amount

Type of Heating please ✓

Gas combination boiler

Electricity Only

Solid fuel

Under floor

District Heating

other

None

Security Y/N

C: Additional Information

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

Viewing date

Viewing Time

**Name of officer
supplying details**

Email to: Lettings Team - nomrequest@homesforharingey.org

Internal Use

OHMS Updated by

Date

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Officer details

SCHEDULE 2

HARINGEY NOMINATION FORM

Risk Assessment Form

RISK ASSESSMENT FORM
HARINGEY COUNCIL NOMINATION FORM

DATE	
AGE	
SEX	
NOMINATION	

NP	
NP OR	
CP	
FC	
ED	
VPT	
ADVERTISING	

HOUSEHOLD DETAILS:

First & Surname	D.O.B	Gender	Relationship to Applicant	Joint Income	Income of Applicant	MFL No.

CURRENT ADDRESS	
------------------------	--

CONTACT NUMBER	
REF ID	
NAME	
TYPE	
STATUS	
DATE	

NAME OF THE CONTACT	
CONTACT	

HOUSING ACCESS ROUTE (CORE 15/17)

Start of the Housing Unit	Start of the Housing Unit	Start of the Housing Unit
End of the Housing Unit	End of the Housing Unit	End of the Housing Unit

RISKASSESSMENT

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

RISK	LEVEL	
	L/M/H	
Risk to Individuals		
Risk to Buildings		
Risk to Organisations		

SUPPORT NEEDS

Communication Needs	
Medical	
DEAF	
Diabetic	
Widow	
Elderly	
Partially Sighted	
Other	

Bid Type	Web Bidder	
How to Bid		
Access		Lease Start Date
Method of Bid		
Bid Not		

NOMINATING LETTINGS OFFICER:

Tel. Number 0203 489 47

PLEASE EMAIL VIEWING RESULTS TO: nomrequest@homesforharingey.org AS SOON AS THE VIEWING HAS BEEN COMPLETED.

RISK RATING TABLE

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

APPENDIX 2

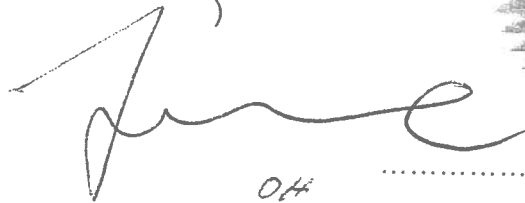
ELIGIBILITY CRITERIA

For immediate housing, the priority cascade for this type of housing are listed below:

- a) Existing tenants of Homes for Haringey or Registered Providers within the borough
- b) Armed forces Personnel and based in London, The east of England and The South East of England
- c) Clients on the Haringey Housing Register in the following of priority:
 - Homeless households
 - Overcrowded households
 - Vulnerable households
 - Households that can demonstrate a local connection by having resided in the borough for a minimum period of 6 months for homeless households and 3 years for applicant applying to the Housing Register.
 -
- d) First time buyers
- e) Any other persons who meet the Homes and Communities Agency eligibility criteria through the Home Buy Agent as defined from time to time by the Homes and Communities Agency.

IN WITNESS whereof the Parties have executed this instrument as a Deed the day and year first before written

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

)
)
)


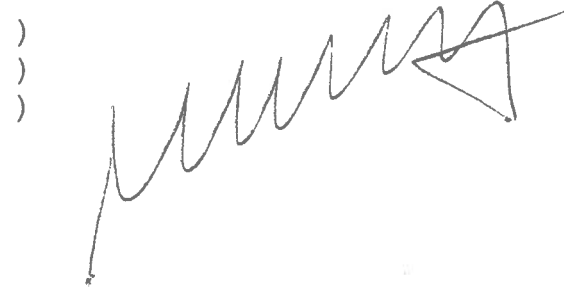


7/9/93

OH

.....
Authorised Officer

EXECUTED AS A DEED by
NORTHWISE LIMITED
acting by a director in the presence
of

)
)
)


Signature of Witness:

Name:

Address: