



Haringey Council

DATED 12th day of May **2010**

**(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, LONDON N17 7NA
PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990**

John Suddaby
Head of Legal Services
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Legal Ref: LEG/AYC/22051
Planning Ref: HGY/2009/2140

DATE

12th day of May

2010

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 4LE ("Council") of the first part
- (2) **NORTHWISE LIMITED** (Company registration no. 06818002) of 748 High Road, London N17 0AP ("Owner") of the second part

DEFINITIONS

1. In this agreement the following expressions shall unless the context otherwise requires have the following meanings

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

"the Agreement" this Agreement containing planning obligations made pursuant to Section 106 of the Act.

"the Application" the planning application seeking planning permission for the Development bearing Ref HGY/2009/2140 dated 17 December 2009 and validated on 23 December 2009 for which a resolution to grant permission has been passed conditionally subject to conclusion of this Agreement.

"the Considerate Contractors Scheme" means the scheme at the Third Schedule incorporating a code of practice identifying that construction on the Property will be as follows:

- Considerate
- Environmentally Aware
- Clean
- Neighbourly
- Respectful
- Safe
- Responsible, and
- Accountable.

"the Development" the Development of the Property with demolition of existing buildings (500 White Hart Lane and Hubert House) and erection of new steel clad light industrial unit (B1) as set out in the Application.

"Environmental Improvement Contribution"	means the sum of £5,000.00 to provide environmental improvements associated with the Development, in particular to the land adjacent to the Property and facing White Hart Lane.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics.
"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 other than (for the purpose of this Deed 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 any contamination or other adverse 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 "Implementation" and "Implement" shall be construed accordingly.
"Industrial Unit"	the industrial unit to be constructed pursuant to the Planning Permission
"Occupation Date"	the first date when any part of the Development 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.
"the Parties"	the parties to this Agreement and their successors in title.
"Planning Obligations Monitoring Officer"	an officer of the Council from time to time allocated to deal with and monitor all planning obligations pursuant to s106 of the Act and to whom all notices correspondence approvals etc must be sent in the manner prescribed at clause 24 hereof.
"the Plan"	the plan annexed as the First Schedule to this Agreement.
"the Planning Permission"	the notice of permission a draft copy of which is annexed to this Agreement at the Second Schedule to be issued by the Council pursuant to the Application and the date of grant of the Planning Permission shall be the date on which the notice is issued.
"Person or Persons"	includes a body of persons corporate or unincorporated.
"the Property"	the land and premises known as 500 White Hart Lane, London N17 7NA shown edged in red on the

Plan annexed hereto and registered at HM Land Registry under title numbers NGL32949, EGL325942, NGL368845, and AGL210714.

WHEREAS

2. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
3. The Owner is the owner with freehold title absolute of the Property.
4. The Owner has applied to the Council for permission to develop the Property in accordance with the Application and as part of the Development has agreed to provide the obligations herein and the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act in order to facilitate the Development.
5. 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 Unitary Development Plan and all other material considerations has resolved at its meeting of the Council's Planning Committee held on 8 March 2010 and following executing of the Agreement to grant the Planning Permission.
6. 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.

NOW THIS DEED WITNESSETH as follows:-

Enabling Powers and Interpretation

7. This Agreement is made pursuant to Section 106 of the Act and any other enabling statutory provisions.
8. 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.
9. 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.
10. The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

Taking Effect

11. This Agreement shall take effect on the grant of Planning Permission.

Application of Section 106 of the Act

12. It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act and that the Council is the local planning authority by whom they may be enforced.
13. Subject to Clause 14 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.

14. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall be parted with its entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

Obligations of the Owner

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

General

- 15.1. Not to carry out continue or procure the Development without performing and observing the obligations stipulations and other matters set out in this Agreement hereto and on the part of the Owner to be performed and observed unless otherwise agreed in writing by the Parties.
- 15.2. 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.

The Environmental Improvement Contribution

- 15.3. On or prior to the Implementation Date to pay to the Council the Environmental Improvement Contribution.
- 15.4. Not to:
- (i) Implement, cause or permit Implementation of the Development;
 - (ii) Occupy or 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 and banked the Environmental Improvement Contribution in full.

Considerate Contractors

- 15.5. To use all reasonable endeavours to procure that the Considerate Contractor's Scheme set out in the Third Schedule shall be complied with and to undertake the Development in accordance with the said Considerate Contractors Scheme.

Notice to the Council/Other Matters

16. 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.
17. Within 7 days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 24 hereof quoting planning reference HGY/2009/2140 and the date upon which the Industrial Unit forming the Development is ready for Occupation.
18. 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.

19. 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.

Payments VAT and Index linking

20. Payment of the Environmental Improvement Contribution pursuant to Clause 15.3 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates.
21. 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.
22. Any 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 three 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

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

23. The Environmental Improvement Contribution, all costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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

Notices

24. 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 HGY/2009/2140 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.

Payment of Council's Costs

25. The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing and settling this Agreement in the sum of £1,800 on or prior to the date of completion of the Agreement.

Registration

26. This Agreement shall be registered as a Local Land Charge.
27. Following the performance and satisfaction of all obligations contained in this Deed the Council shall, upon receipt of a written request from the Owner, forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

Waiver

28. 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.
29. 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.

Third Party Rights

30. 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.

Miscellaneous

31. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the planning permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to implementation.

FIRST SCHEDULE

The Plan

NOTES

1. The information shown on this plan is based on the best available information and is not a guarantee of accuracy. It is the user's responsibility to verify the information shown on this plan before using it for any purpose. The user agrees to hold the Surveyor harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from the use of this plan, whether or not such claims, damages, costs and expenses are caused in whole or in part by the negligence of the Surveyor.

2. The user agrees to indemnify and hold the Surveyor harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from the use of this plan, whether or not such claims, damages, costs and expenses are caused in whole or in part by the negligence of the Surveyor.

3. The user agrees to hold the Surveyor harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from the use of this plan, whether or not such claims, damages, costs and expenses are caused in whole or in part by the negligence of the Surveyor.

4. The user agrees to hold the Surveyor harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from the use of this plan, whether or not such claims, damages, costs and expenses are caused in whole or in part by the negligence of the Surveyor.

5. The user agrees to hold the Surveyor harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from the use of this plan, whether or not such claims, damages, costs and expenses are caused in whole or in part by the negligence of the Surveyor.

PLANNING

LONDON BOROUGH OF HARINGEY
URBAN ENVIRONMENTAL DIRECTORATE
PLANNING AND REGENERATION SERVICES

PLANS RECEIVED

17 DEC 2009

Regd No. / HG. 200/249

Row	Date	Description	Dim
1			

STACE

BUILDING SURVEYING
275 High Street, Epping, Essex, CM16 4DA
email: stace@stace.co.uk
tel: 01992 565555 fax: 01992 895257

Client

THFC

Project Name

Proposed Light Industrial Unit

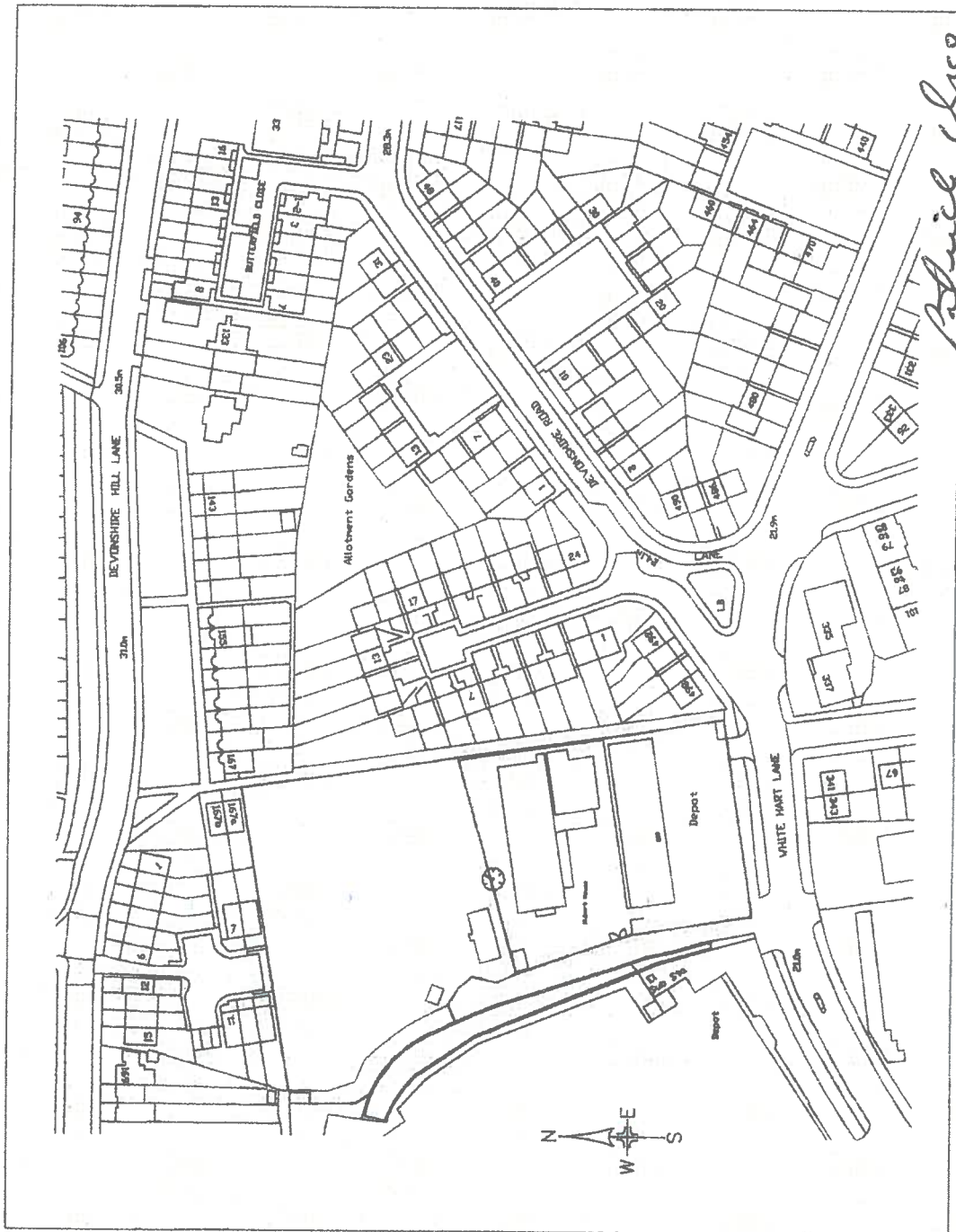
Drawing Title

Location Plan

Scale	Sheet Size
1:1250	A3

Date	Dim by
08/12/09	A.A.

Drawing No.	Rev
09/0721/001	



42821

Location Plan

1:1250

Patricia Cline

Wit

[Signature]

SECOND SCHEDULE

Draft decision notice granting the Planning Permission

Mr Alexander Anderson
Stace LLP
273 High Street
Epping
Essex
CM16 4DA

On behalf of
Ms Emma Viljoen
Tottenham Hotspur Football Club
748 Bill Nicholson Way
High Road
London
N17 0AP

Planning Application Reference No. HGY/2009/2140

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER 1995 (AS AMENDED)

NOTICE OF PLANNING PERMISSION

Location: 500 White Hart Lane N17

Proposal: Demolition of existing buildings (500 White Hart Lane and Hubert House) and erection of new steel clad light industrial unit.

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 17/12/2009 and drawing numbers: 09/0721/001, 002, 003, 004, 005 & 006.

SEE SCHEDULE OF CONDITIONS ATTACHED

Paul Smith
Head of Development Management North
Planning and Regeneration

- NOTE:
1. Attention is particularly drawn to the schedule AP1 attached to the notice which sets out the rights of Applicants who are aggrieved by the decisions of the Local Planning Authority.
 2. This decision does not purport to convey any approval or consent which may be required under the Building Regulations 1991, any byelaws or any enactment other than the Town and Country Planning Act 1990.

HGY/2009/2140

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

IMPLEMENTATION

1. 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 the Planning & Compulsory Purchase Act 2004 and to prevent the accumulation of unimplemented planning permissions.

2. The development hereby authorised shall be carried out in complete accordance with the plans and specifications submitted to, and approved in writing by the Local Planning Authority.

Reason: In order to ensure the development is carried out in accordance with the approved details and in the interests of amenity.

EXTERNAL APPEARANCE

3. Notwithstanding the description of the materials in the application, no development shall be commenced until precise details of the materials to be used in connection with the development hereby permitted have been submitted to, approved in writing by and implemented in accordance with the requirements of the Local Planning Authority.

Reason: In order to retain control over the external appearance of the development in the interest of the visual amenity of the area.

4. A scheme for the treatment of the surroundings of the proposed development including the planting of trees and/or shrubs (in specific to the front of the site) and details of hard landscaping, shall be submitted to and approved in writing by the Local Planning Authority, and implemented in accordance with the approved details thereafter.

Reason: In order to provide a suitable setting for the proposed development in the interests of visual amenity.

5. No development shall be commenced until precise details of the siting and design of all walls, gates, fencing, railings or other means of enclosure shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of construction

Reason: To ensure a satisfactory appearance to the development.

PARKING

6. Space shall be made available for the secure parking of 6 bicycles on site before the use hereby permitted is fully implemented.

Reason: To encourage more people to attend the various activities on site by bicycles and to ensure adequate provision is made within the site for the parking of bicycles.

WASTE STORAGE

7. A scheme for the provision of refuse and waste storage within the site shall be submitted to and approved in writing by the local planning authority prior to the commencement of the works. Such a scheme as approved shall be implemented and permanently retained thereafter to the satisfaction of the Local Planning Authority.

Reason: In order to ensure a satisfactory appearance to the building and to safeguard the amenity and appearance of the locality.

SUSTAINABILITY/ ENERGY EFFICIENCY

8. Prior to the commencement of the development hereby approved the applicant shall submit for approval to the LPA an energy statement detailing how the building will achieve a 20% reduction in regulated carbon dioxide emissions from on-site low/zero carbon energy sources unless it can be proven that such a provision is not feasible. The methods by which the study is undertaken, specifically the basis for assessing the building carbon dioxide emissions shall be agreed in writing with the LPA prior to the commencement of the study itself. It is proposed to use a building constructed to current (Part L 2006) Building Regulations to determine baseline carbon dioxide emissions. The design team will follow the "Lean, Clean, Green" approach stated by the GLA in the London Plan which seeks to reduce energy consumption through demand reduction and energy efficiency measures before deploying renewable energy technologies.

Reason: To ensure the development incorporates on-site renewable energy generation to contribute to a reduction in the carbon dioxide emissions generated by the development, in line with national London and local planning policy.

9. The development hereby approved shall achieve a post-construction Building Research Establishment Environmental Assessment Method (BREEAM) of 'Excellent' or 'Very Good'. A post construction review certificate shall be submitted to and approved in writing by the Local Planning Authority before any of the building hereby approved is first occupied.

Reason: To ensure that the proposal complies with the principles of sustainable development.

CONSTRUCTION

10. The construction works of the development hereby granted shall not be carried out before 0800 or after 1800 hours Monday to Friday or before 0800 or after 1200 hours on Saturday and not at all on Sundays or Bank Holidays.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties.

11. Prior to the commencement of work on site a Construction Management Plan shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the construction period of the development does not result in unreasonable disturbance for neighbouring properties and to minimise vehicular conflict at this location.

12. Adequate precautions shall be taken during the construction period to prevent the deposit of mud and similar debris on the adjacent public highways in accordance with details to be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development.

Reason: To protect the residential amenities of nearby occupiers and minimise danger and inconvenience to highway users

13. No development shall take place until site investigation detailing previous and existing land uses, potential land contamination, risk estimation and remediation work if required have been submitted to and approved in writing by the Local Planning Authority. Thereafter these works shall be carried out in accordance with the details as approved.

Reason: In order for the Local Planning Authority to ensure the site is contamination free.

INFORMATIVE: This permission is granted without prejudice to the necessity to obtaining consent under the Town & Country Planning (Control of Advertisements) Regulations 2007.

REASONS FOR APPROVAL

The siting, built form, design and external appearance of this proposed industrial unit and its associated access points is considered acceptable in context of the context of this employment site; the existing buildings on site and its relationship with nearby residential properties. The proposal will not adversely affect the residential and visual amenities of nearby residents. As such the proposal is in accordance with Policies UD2 'Sustainable Design and Construction', UD3 'General Principles', UD4 'Quality Design', EMP3 'Defined Employment Area', EMP5 'Promoting Employment Uses' and M10 'Parking for Development' of the adopted Haringey Unitary Development Plan (2006) and the Councils SPG1a 'Design Guidance', SPG7a 'Vehicle and Pedestrian Movement', and SPG8b 'Materials' of the Haringey Supplementary Planning Guidance (October 2006).

Paul Smith
Head of Development Management North
Planning and Regeneration

THIRD 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.

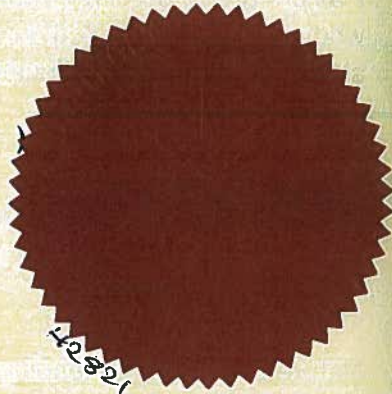
Nature of complaint headings:

- **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.

IN WITNESS whereof the Council has caused their respective Common Seals to be hereunto affixed and the Owner has executed this instrument as its 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:



Authorised Officer.....*Patrick O'Leary*.....
PO

EXECUTED AS A DEED by **NORTHWISE LIMITED**)
in the presence of:)

[Signature]
[Signature]

Director:

Director/Secretary: