

Supplementary Planning document for Delivering Skills, Employment, Enterprise and Training from Development (adopted Oct 2014);

"Occupation"

means occupation of the Land or any of the Residential Units or building forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and **"Occupy"**, **"Occupied"** and **"Occupiers"** shall be construed accordingly;

"Open Market Housing Units"

means those Dwellings which are not Affordable Housing Units;

"Owner"

means the Freeholder and the Leaseholder;

"Owner's Solicitor"

means Stanley Tee LLP of Tees House, 95 London Road, Bishop Stortford, Herts CM23 3GW, or such other firm of solicitors as may be instructed by the Owner to sell the Open Market Housing Units and as may be notified to the Council by the Owner;

"Oyster Card"

means an Oyster Card smartcard affiliated to Transport for London that allows the holder to travel on public transport services within the Greater London area of the United Kingdom;

"Plan 1"

means the plan annexed hereto and marked "Plan 1";

"Planning Application"

means the application validated on 27 May 2014 for planning permission for the Development registered by the Council under the Council's reference number H/02747/14;

"Planning Challenge"

means an application for judicial review challenging the grant of the Planning Permission lodged within 6 weeks of the date of the grant of the Planning Permission;

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| "Planning Obligations" | means the obligations contained in clauses 4, 5, 6, 7, 8, 9, 10, 11 and 12 with the exception of those sub-clauses placing obligations on the Council; |
| "Planning Permission" | means the full planning permission in the form of the draft at Annexure 1 to be granted by the Council for the Development pursuant to the Planning Application; |
| "Practical Completion" | means the date on which the Owner notifies the Council that the Development is substantially completed; |
| "Requisite Consents" | means any detailed planning permission, building regulation consent, bye-law approval, compulsory purchase order, road traffic order, demolition consent, and any other consents, licences and authorisations required from any determining authority (including but not limited to the Secretary of State for Transport, the Highways Agency, the Council as highways authority) any competent authority, any statutory undertaker, or other person(s) for the lawful development of the relevant element of the Development granted without the requirement for payment of any premium over and above reasonable administration expenses; |
| "Registered Provider" | means a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 and registered with the Homes and Communities Agency as agreed with the Council; |
| "Residential Travel Plan Incentives" | means any one of the following incentives to be made available to the first residents of each Residential Unit within the Development in accordance with Clause 5.13: <ul style="list-style-type: none"> (a) lifetime membership of a Car Club operating close to the Development and/or Car Club vehicle hire to the value of ONE HUNDRED |

AND FIFTY POUNDS (£150.00) Index-Linked;
and/or

- (b) pre-loaded credit to the value of ONE HUNDRED AND FIFTY POUNDS (£150.00) Index-Linked on an Oyster Card; and/or
- (c) Cycle Voucher to the value of ONE HUNDRED AND FIFTY POUNDS (£150.00) Index-Linked

PROVIDED ALWAYS that the total value of the incentives available to each Residential Unit shall not exceed THREE HUNDRED POUNDS (£300.00) Index-Linked;

**"Residential Travel Plan
Incentives Fund"**

means the sum of ONE HUNDRED AND EIGHTEEN THOUSAND FIVE HUNDRED POUNDS (£40,500) Index-Linked to be used by the Owner towards the funding of the Residential Travel Plan Incentives up to a value of THREE HUNDRED POUNDS (£300.00) Index-Linked per Residential Unit;

"Residential Units"

means:

- (a) the Affordable Housing Units; and
- (b) the Market Housing Units;

and **"Residential Unit"** shall be construed accordingly;

"Sales Incentives"

means incentives granted to purchasers of the Open Market Dwellings by the Owner which reduce the net revenue received by the Owner as certified in the Completion Statements;

"Sale(s) Receipts"

means the sum of all revenues actually received by the Owner for the first 85 units of the Open Market Housing Units only excluding Sales Incentives, parking, ground rents, entryphones, satellite TV and other equipment as

the same have been stated in the Completion Statements;

"Shared Ownership"

means a form of Affordable Housing whereby a person is granted a lease to a shared ownership lessee of an Affordable Housing Unit which grants an initial equity share in the said Affordable Housing Unit of not less than 25% and not exceeding 75% and upon which rent is paid on the unsold equity within the provisions allowing the shared ownership lessee to purchase further shares in the Shared Ownership Unit such shared ownership lease to be drafted in accordance with the terms recommended by the Homes and Community Agency or Greater London Authority (as appropriate);

"Shared Ownership Unit"

means a unit forming part of the Affordable Housing Units which is to be provided on a Shared Ownership basis and "Shared Ownership Units" shall be construed accordingly;

"Skills and Enterprise Partners"

means services and organisations notified to the Owner by the Council's Skills and Enterprise team including, but not limited to, the following:

- (a) relevant Barnet Council services working on the skills and enterprise and welfare reform agendas;
- (b) local schools;
- (c) further education colleges;
- (d) Middlesex University;
- (e) Job Centres;
- (f) Work Programme providers;
- (g) job brokerage project deliverers; and

- (h) such other skills and enterprise partners as nominated by the Council's Skills and Enterprise team;

"Travel Plan"

means a strategic level travel plan relating to the Residential Units which :-

- (a) Meets the requirements of Transport for London (TfL) document 'Travel Planning for new development in London incorporating deliveries and servicing' (2011);
- (b) Is ATTrBUTE and TRICS compliant;
- (c) And fulfils the criteria set out in clause 5 to this Deed;

"Travel Plan Champion"

means a suitably experienced and qualified person employed or appointed by the Owner in accordance with clauses 5.1, 5.2 and 5.3 who has responsibility for implementing, monitoring, progress reporting, reviewing, submitting for approval and promoting the Travel Plan in order to ensure that the Travel Plan achieves its stated objectives and targets;

"Travel Plan Monitoring Contribution"

means a contribution of £15,000.00 (fifteen thousand pounds) Index-Linked towards the costs of the Council monitoring compliance with the Owner's obligations set out in clause 5;

"Travel Plan Review"

means the updated Travel Plan that contains inter alia the results of TRICs compliant monitoring, progress towards meeting targets and objectives, reporting on the implementation of measures and initiatives, revised targets (where appropriate) and a revised action plan;

"Travel Plan Welcome"

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| Pack" | means a pack containing inter alia information about the Travel Plan, Car Club facilities and membership, local facilities and public transport, walking and cycling routes, benefits of more active sustainable travel, Travel Plan events and the Residential Travel Plan Incentives; |
| "Travel Voucher" | means a voucher to be provided to the first residents of each Residential Unit in accordance with clause 5.13 to be used by the recipient to obtain any of the two Residential Travel Plan Incentives of their choosing; |
| "TRICS" | means a database holding multi-modal survey data describing the travel movements of vehicles and people to and from a particular location; |
| "Universal Benefit Cap" | means as defined in the Welfare Reform Act 2012 and the Universal Credit Regulations which replacing the current means tested benefits and tax credits for people of working age; |
| "Universal Credit" | means a new benefit replacing current means-tested benefits and tax credits for people of working age; |
| "West Hendon Playing Fields Contribution" | means the sum of £185,000 (one hundred and eighty five thousand pounds) Index Linked towards the cost of improvement to the sports pitches and changing facilities at West Hendon Playing Fields; and |
| "Working Days" | means every day save for Saturdays, Sundays and public holidays. |

1.2 Where the context so permits:

- a) The expressions the "Council", the "Freeholder", the "Leaseholder", the "Owner" and the "Mortgagee" shall include their respective successors in title and assigns save where specifically provided to the contrary by this Deed;

- b) Words importing one gender shall include all other genders and 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;
- c) Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute;
- d) References in this Deed to any clause sub clause or schedule without further designation shall be construed as a reference to the clause sub clause or schedule to this Deed so numbered; and
- e) The clause paragraph and schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- f) Where a party includes more than one person any obligations of that party shall be joint and several.

1.3 This Deed is a planning obligation for the purposes of Section 106 of 1990 Act.

2 ENFORCEABILITY

2.1 The Owner and (subject to clause 2.2) the Mortgagee enters into the obligations in this Deed for themselves and their successors in title for the benefit of the Council to the intent that the obligations in this Deed shall be enforceable not only against the Owner and the Mortgagee but also against the successors in title of the Owner and the Mortgagee and any person claiming through or under the Owner and the Mortgagee an interest or estate in the Land or any part thereof **PROVIDED THAT:**

- a) Any person with an interest in the Land and its successors and any person deriving title under it shall not be liable for any breach of this Deed occurring after it shall have parted with its interest in the Land or the part of the Land to which the breach relates but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with its interest; and
- b) The obligations contained in this Deed shall not be binding upon the owner, lessee or occupier of any of the individual Dwellings in the Development or

any mortgagee or chargee of such owner, lessee or occupier or any person deriving title from them; and

- c) The obligations contained in this Deed shall not be binding upon any and all statutory undertakers who have as part of their statutory undertaking any interest in the Land nor the mortgagee or chargee of any such persons nor any receiver appointed by a mortgagee or chargee of any such persons; and
- d) A Registered Provider owning all or any part of any Affordable Housing Unit shall not at any time be liable as a successor in title to the Owner for any of the obligations set out in this Deed insofar as those obligations do not relate to such Affordable Housing Unit; and
- e) Any mortgagee or receiver appointed by a mortgagee exercising its power of sale of the Affordable Housing Units (or any part of it) may sell the Affordable Housing Units (or the part of it so disposed of) free of the provisions of clause 7 whereupon the provisions of clause 7 shall terminate absolutely in respect of the Affordable Housing Units or the part so disposed of; and
- f) With the exception of the Mortgagee, the provisions of this Deed shall not bind any other mortgagee or chargee of the holder of any freehold or leasehold interest in the Affordable Housing Units or any part thereof or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to such freehold or leasehold Owner; and
- g) The provisions of this Deed shall not bind any occupier of the Affordable Housing Unit who shall exercise any statutory power to acquire or buy from a Registered Provider pursuant to the Housing Act 1985 or the Housing Act 1996; and
- h) The provisions of this Deed shall not bind any successor in title to the persons categorised in Clauses 2.1 (f) above.

2.2 The First Mortgagee and Second Mortgagee acknowledge and declare that this Deed has been entered into by the Freeholder and the Leaseholder with their respective consents and that the freehold interest and the leasehold interest in the Land in which they respectively have an interest shall be bound by the obligations contained in this Deed and that the security of the mortgages over the Land (as described in recitals D and E) shall take effect subject to this Deed PROVIDED THAT the First

Mortgagee and Second Mortgagee shall each otherwise have no liability under this Deed unless they both or individually take possession of the Land pursuant to the charges referred to in recitals D and E, as mortgagee in possession, in which case the First Mortgagee and/or the Second Mortgagee (whichever has taken possession of the Land as the case may be) will be bound by the obligations as if it were a person deriving title from the Owner.

3 CONSTRUCTION TRAINING INITIATIVE

3.1 The Owner shall include the Affordable Housing Units within the Notting Hill Construction Training Initiative (or such other replacement training initiative as may be agreed between the Council and the Owner) and shall enter into a formal agreement with Notting Hill Housing Trust (or other organisation as is agreed between the Council and the Owner) to include provision of the following:

- a) the agreed number of trainee places to be provided on the site of the Affordable Housing Units and the duration of each placement; and
- b) a commitment on the Owner to pay 1% of the build costs of the Affordable Housing Units to Notting Hill Housing Trust (or other such body as the case may be) as a contribution towards the Notting Hill Housing Trust Training Initiative (or such other replacement training initiative as may be agreed between the Council and the Owner) such payment to cover general running costs such as trainees' fees, fares and tools; and
- c) a commitment by the Owner to pay a provisional sum expressed as a percentage of the build costs in respect of the Affordable Housing Units to cover trainees' wages.

4. EMPLOYMENT AND TRAINING

4.1 The Owner shall deliver a minimum of five (5) Level 2 Apprenticeships during the construction phase of the Development in accordance with a programme to be agreed with the Council's Skills and Enterprise team.

4.2 The Level 2 Apprenticeships to be delivered pursuant to clause 4.1 of this Deed shall:

- 4.2.1 be accredited Apprenticeships as defined in the National Apprenticeship Framework (or, with the agreement of the Council, any subsequent scheme which replaces this); and

- 4.2.2 include the cost of wages (to be aligned with a living wage), support training costs, college release and the provision of tools and equipment necessary for the relevant Apprenticeship; and
- 4.2.3 be specifically targeted for the benefit of persons living within the administrative area of the Council; and
- 4.2.4 be provided within the workforce employed by the Owner or within the workforce employed by the contractors or sub-contractors procured or appointed by the Owner (unless otherwise agreed in writing between the Council and the Owner); and
- 4.2.5 comply with guidance from the National Apprenticeship Service (or any subsequent organisation which replaces this) regarding the delivery of accredited Apprenticeships.
- 4.3 The Owner shall:
- 4.3.1 provide sufficient work placements for the Level 2 Apprenticeships to be delivered under this Deed; and
- 4.3.2 procure that each apprentice has the opportunity to complete the relevant full Apprenticeship programme.
- 4.4 In the event that an apprentice resigns from (or fails to complete) an Apprenticeship programme required under this Deed the Owner shall re-provide an opportunity for a replacement Level 2 Apprenticeship within six (6) calendar months of that apprentice withdrawing from the programme to ensure completion of the ^{five (5)} six (6) Apprenticeships required under clause 4.1 of this Deed.
- 4.5 The Owner shall provide the Council's Skills and Enterprise team and the Skills and Enterprise Partners with:
- (a) forecasting details of trades or occupational areas offering Apprenticeship opportunities during the construction phase of the Development; and
- (b) at least two months' notice of Apprenticeship vacancies.
- 4.6 The Owner shall work with the Skills and Enterprise Partners (as nominated by the Council's Skills and Enterprise team) both to advertise the Apprenticeship vacancies

locally and also to source eligible candidates from which to recruit to the Apprenticeship vacancies (unless otherwise agreed in writing between the Council and the Owner).

5. TRAVEL PLAN

- 5.1 The Owner covenants to appoint a Travel Plan Champion no later than three months prior to the date of First Occupation of any of the Residential Units and shall submit the name and contact details of the appointed Travel Plan Champion to the Council within five Working Days of the date of appointment of the Travel Plan Champion.
- 5.2 Unless otherwise agreed in writing by the Council the Owner covenants that the role of the Travel Plan Champion shall remain in place until the final Travel Plan Review pursuant to clause 5.11 shall have been submitted and approved in writing by the Council.
- 5.3 The Owner shall notify the Council of any changes in the appointment or details of any of the Travel Plan Champions appointed pursuant to clause 5.1 above within five Working Days of such change occurring.
- 5.4 The Travel Plan shall be submitted to and approved by the Council no later than three months prior to the anticipated date of First Occupation and should adhere to the Transport for London guidance 'Travel Planning for New Development in London Incorporating Deliveries and Servicing' and should be a strategic level Travel Plan that is TRICS and ATTrBuTE compliant and thereafter aim to reduce reliance on the use of the private car and manage deliveries and servicing, thus ensuring the sustainability of the Development.
- 5.5 The Owner shall not Occupy the Residential Units unless and until the Travel Plan has been submitted to and approved in writing by the Council.
- 5.6 The Owner shall revise the Travel Plan and/or the Travel Plan Review to incorporate any reasonable comments made by the Council and which are made within 6 weeks of receipt of the Council's written response to the Travel Plan and/or the Travel Plan Review.
- 5.7 The Travel Plan and any subsequent Travel Plan Reviews shall remain in place until at least 5 years after the date the final Residential Unit is first Occupied.

- 5.8 The Owner shall implement promote and publicise the approved Travel Plan and/or the approved reports of the Travel Plan Review to the residents, staff, users and visitors of the Development from the date of its approval and for the life of the Travel Plan pursuant to clause 5.7.
- 5.9 The Owner shall provide a Travel Plan Welcome Pack to:
- (a) the first Occupiers of each Residential Unit within three months of the date the Occupier first takes up Occupation of the relevant Residential Unit;
 - (b) subsequent Occupiers of a Residential Unit if ownership or Occupation of the Unit changes with five years of the date the Residential Travel plan is first implemented.
- 5.10 The Owner covenants to carry out within 3 months of First Occupation of the first Residential Unit baseline surveys of occupiers of and visitors, servicing and deliveries to the Residential Units in accordance with Transport for London's 'Standardised approach to monitoring' that are TRICS compliant and a revised Full Travel Plan containing all relevant data shall be submitted to the Council for approval within one month of conducting the surveys.
- 5.11 Within a month of the anniversary of the surveys, completed pursuant to clause 5.10, TRICS compliant monitoring shall be carried out on the first third and fifth anniversary and then every other year until at least five years after First Occupation of the final Residential Unit and subsequently reported within a month of completion of the monitoring through the submission to the Council for approval of a Travel Plan Review in accordance with Transport for London's 'Standardised approach to Monitoring'.
- 5.12 In the event that the Travel Plan objectives/targets have not been met in any respect then the Travel Plan Reviews shall propose, for the Council's approval, the measures that will be put in place to achieve the Travel Plans' objectives and targets.
- 5.13 On or before the date on which a Residential Unit is first Occupied the Owner shall provide the Occupier of that Residential Unit with a Travel Voucher up to the value of three hundred pounds (£300.00) to be used by the Occupier of that Residential Unit to obtain any Residential Travel Plan Incentives of their choice.