

DATED

21st December

2012

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

-and-

KODAK LIMITED (2)

-and-

LS HARROW PROPERTIES LIMITED (3)

-and-

DEUTSCHE TRUSTEE COMPANY LIMITED (4)

PLANNING OBLIGATION

Under Section 106 of the Town and Country Planning Act 1990
Relating to land at Harrow View and Headstone Drive
in the London Borough of Harrow

Legal and Governance Services Department
PO Box 2
Civic Centre
Harrow
Middlesex
HA1 2UH

DX 30450 HARROW 3

THIS DEED is made the 21st day of December

2012

BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW** of PO Box 2 Civic Centre Station Road Harrow Middlesex HA1 2UH ("the Council") and
- (2) **KODAK LIMITED** (Company Registration Number 59535) whose registered office is at Hemelone, Boundary Way Hemel Hempstead Herts HP2 7YU ("the Owner") and
- (3) **LS HARROW PROPERTIES LIMITED** (Company Registration Number 6432987 whose registered office is at 5 Strand London WC2N 5AF ("the Developer") and
- (4) **DEUTSCHE TRUSTEE COMPANY LIMITED** (Company Registration Number 338230) whose registered office is at Winchester House, 1 Great Winchester Street London EC2N 2DB ("the Mortgagee").

RECITALS

1. The Council is the Local Planning Authority for the purposes of the 1990 Act for the area in which the Land is situated and by whom the obligations in this Deed are enforceable.
2. The Owner is the freehold owner of that part of the Land registered at HM Land Registry with freehold Title Absolute under title Numbers NGL863040 and NGL863041.
3. The Developer is the freehold owner of that part of the Land registered at HM Land Registry with freehold Title Absolute under title Number NGL892831 subject to a registered charge in favour of the Mortgagee.
4. The Mortgagee holds a registered charge over the Mortgaged Property dated 31 March 2009.
5. The Developer has by the Planning Application applied to the Council to carry out the Development.
6. The Council resolved at a meeting of its Planning Committee on 26 June 2012 to grant planning permission for the Development in the form of the Draft Decision Notice subject to the completion of this Deed and the imposition of planning conditions.
7. The Parties have agreed to enter into this Deed under the Operative Provisions to secure the planning obligations contained in this Deed with the intent that the same should be binding not only upon the Parties but also upon their successors in title and any persons claiming title through under or in trust for them.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. Definitions and Interpretation

1.1 The following words and phrases, where they appear in capitalised form in this Deed shall have the meanings stated or referred to below unless the context otherwise requires:

"1990 Act" means the Town and Country Planning Act 1990 as amended.

"the Access Contribution" means the sum of £176,000 (one hundred and seventy-six thousand pounds) to be paid by the Owner to the Council and applied by the Council towards improvements to Pinner View and the access route to Headstone Manor.

"the Advance Sum" means £50,000 (fifty thousand pounds) of the Highways Works Contribution to be paid by the Owner to the Council for the provision of the Design Scheme.

"Affordable Housing" means housing to be made available to persons regarded by the Council as in need of housing whose incomes are insufficient to enable them to rent or buy housing available locally on the open market.

"Affordable Housing Appraisal" means a viability appraisal carried out on the basis set out in the Tenth Schedule.

"Affordable Housing Commuted Sum" means the sum equivalent to the open market value for each Affordable Housing Unit sold as an Open Market Housing Unit pursuant to paragraphs 1.23 and 1.24 of the First Schedule less:

(a) Affordable Housing Price 1 or Affordable Housing Price 2 (as appropriate depending on the context); and

(b) the sales, marketing and legal costs incurred in the disposal of the relevant Housing Unit.

"Affordable Housing Price 1" means the price a Registered Provider offers to pay (or pays) to the Owner for the Affordable Housing Units in Phase 1 of the Development as specified in any Affordable Housing Appraisal for Phase 1 which can be drawn from any or both of the following sources:

(a) Grant Funding; or

(b) Recycled Capital Grant Funding;

"Affordable Housing Price" means the price a Registered Provider offers to pay (or

2”

pays) to the Owner for the Affordable Housing Units in Phase 2 and Phase 3 of the Development as specified in the relevant Affordable Housing Appraisal which can be drawn from any or all of the following sources:

- (a) Grant Funding;
- (b) Recycled Capital Grant Funding; or
- (c) other funding from the Registered Provider to secure the Affordable Housing Units in Phase 2 and Phase 3 of the Development.

"Affordable Housing Scheme"

means a scheme containing details of: (i) the number; (ii) the tenure; (iii) the mix; (iv) the type; (v) the person occupancy level; and (vi) the unit size of the Affordable Housing Units to be provided in a Development Zone within a relevant Phase in accordance with the Affordable Housing Appraisal for that Phase including (but not limited to) details of:

- (a) the number of the Affordable Housing Units to be provided as Wheelchair Standard Homes (by tenure);
- (b) the Self Build Plots/Self Finish Units (if any) to be provided in the relevant Development Zone;
- (c) the percentage of Affordable Housing Units to be provided as Intermediate Housing Units and Affordable Rented Units (or Social Rented Housing Units as the case may be) in the relevant Development Zone;
- (d) the basis on which the Affordable Rented Units will be offered, in particular the rents specified as a percentage of local market rents as included in the Affordable Housing Appraisal;
- (e) the terms on which the Affordable Housing Units will be offered to the Registered Provider if these have not already been specified in an Affordable Housing Appraisal;
- (f) the overall percentage of all Affordable Housing Units for which Reserved Matters Applications have been made at that time

(including in the Reserved Matters Application to which the Affordable Housing Scheme relates) which are to be offered as Intermediate Housing Units and Affordable Rented Units (or Social Rented Housing Units); and

- (g) the anticipated date of Commencement of Development and the anticipated date of Practical Completion of the Affordable Housing Units in the relevant Development Zone.

and the expression "**Affordable Housing Schemes**" shall be construed accordingly.

"Affordable Housing Units" means the Housing Units to be constructed on the Land as Affordable Housing as part of the Development in accordance with the Affordable Housing Schemes and "**Affordable Housing Unit**" shall be construed accordingly.

"Affordable Rent Model" means a social housing model whereby a Registered Provider who has agreed a delivery programme for such a model with the GLA Housing Land Directorate can offer social housing to tenants at rents of up to 80% of local market rents (or any such successor social housing model approved by the Greater London Authority/GLA Housing Land Directorate and agreed by the Parties).

"Affordable Rented Units" means the units (if any) within the Development forming part of the Affordable Housing Units which are to be made available to tenants on the Affordable Rent Model in accordance with the framework contained in the Tenancy Strategy and any relevant guidance published by the GLA Housing Land Directorate (or any such successor social housing tenure approved by the Greater London Authority/GLA Housing Land Directorate and agreed by the Parties).

"Application Plans" means the plans and drawings forming part of the Planning Application.

"Bannister Sports Centre Contribution" means a contribution of £1,000,000 (one million pounds) to be paid by the Owner to the Council and applied by the Council towards provision of additional and/or improvements to existing pitches including regrading and drainage, changing room and refreshment area

improvements at Bannister Sports Centre (or such similar or other sport facility within the vicinity of the Development as is jointly agreed by the Council and the Owner).

"Baseline Affordable Level"

means the minimum amount of Housing Units to be provided as Affordable Housing in a Phase as set out in the table at paragraph 1.1 of the First Schedule.

"Bus Countdown Contribution"

means the sum of £42,000 (forty two thousand pounds) to be paid by the Owner to the Council and applied by the Council towards the cost of providing bus countdown facilities at bus stops on and within 500m of any edge of the Land.

"Bus Service Contribution"

means the sum of £450,000 (four hundred and fifty thousand pounds) to be paid by the Owner to the Council and applied by the Council towards the cost of providing additional frequency on the existing H14 bus service (or such other bus service or bus route as may be jointly agreed by the Council and the Owner).

"Bus Stop Contribution"

means the sum of £20,000 (twenty thousand pounds) to be paid by the Owner to the Council and applied by the Council towards the cost of upgrading bus stops within 500m of any edge of the Land in accordance with Transport for London's Accessible Bus Stop Design Guidance (or any such replacement guidance).

"Cecil Road Contribution"

means the sum of £150,000 (one hundred and fifty thousand pounds) to be paid by the Owner to the Council and applied by the Council towards improvements to the Cecil Road/Ellen Webb Drive junction.

"Chargee"

means any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.

"Commencement of Development"

subject to clause 9 means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development or, where specified, a Phase of the Development begins to be carried out other than (for the purposes 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, erection of any temporary means of enclosure

or site compound, the temporary display of site notices or advertisements, the provision of site access and temporary internal roads, the laying and diversion of services and service medium, interim landscaping works and works relating to the Green Link or the provision of temporary open space and **“Commence Development”** **“Commenced Development”** or **“Commences Development”** shall be construed accordingly.

"Community Centre"

means a community centre of up to 1,562 sqm to be constructed on the Community Centre Land which shall be used only for activities and uses which provide facilities and services predominantly for members of the local community which can include but are not limited to a day nursery/play centre, crèche, hall and room(s) for public use including for meetings and group gatherings, social enterprise activities including but not limited to training such as first aid, finance instruction, catering, library, exhibition space including museum, hireable short term space (not exceeding 7 days in any 28 day period), offices, health and fitness purposes or such other purposes as shall be agreed by the Owner but excluding use for a single commercial business operation.

"Community Centre Land"

means land to be provided within the area of Phase 1A as part of the Reserved Matters Application for that phase.

"Community Centre Nominee"

means the person nominated by the Council and approved by the Owner to whom the Community Centre Land will be transferred.

"Contributions"

means the contributions payable pursuant to the First Schedule.

"CPZ"

means an on street controlled parking zone implemented and enforced by the Council in the CPZ Area.

"CPZ Area"

means the streets shown edged pink in a dashed line on Plan T/DWG/000450.

"CPZ Implementation Contribution"

means the sum of £130,000 (one hundred and thirty thousand pounds) to be paid by the Owner to the Council and applied by the Council towards the introduction of the CPZ or other general parking controls in the CPZ Area in order to mitigate the negative impacts of the Development on parking in those areas.

"CPZ Monitoring"

means the sum of £20,000 (twenty thousand pounds) to be paid by the Owner to the Council to cover the Council's

- Contribution "** costs of monitoring the impact of each Phase of the Development on the parking capacity in the CPZ Area and preparing any required CPZ Report.
- "CPZ Report"** means a report prepared by the Council (or on its behalf by an independent expert) analysing the extent to which the Development has impacted upon the parking capacity in the CPZ Area and indicating any measures necessary to mitigate those impacts considering in particular whether a CPZ is required.
- "Cycle Facilities"** means the provision of new cycle lanes, tracks and an appropriate crossing on Headstone Drive the details of which are to be agreed with the Council.
- "Design Scheme"** means a scheme setting out the final design and specification of the Highway Works prepared either by the Council or on its behalf by independent consultants.
- "Development"** the demolition of existing buildings and structures (with the exception of the chimney and part of powerhouse) and redevelopment of the Land for a mix of uses comprising business and employment uses of up to 35,975sqm (within Use Classes B1(a), B1(b), B1(c), B2 and B8); residential dwellings of up to 985 units (within Use Class C3); student accommodation of up to 220 units (sui generis use); senior living accommodation (within Use Class C2); assisted living care home (within Use Class C2); commercial leisure uses (Use Class D2); community uses (Use Class D1); health centre (Use Class D1); ; a primary school (Use Class D1); retail and restaurant uses within Use Classes A1, A2, A3, A4 and A5 (up to 5,000 sqm); energy centre of up to 4,500 sqm; together with new streets and other means of access and circulation; highway improvements; associated parking, re-profiling of site levels; utilities diversions and connections; open space; landscaping and ancillary development including supporting infrastructure, works and facilities as set out in the Planning Application and the Application Plans and built pursuant to the Planning Permission.
- "Development Specification"** means the development specification submitted with the Planning Application and approved as part of the Planning Permission.
- "Development Zone"** means a development zone within a Phase as defined in the Planning Application or as otherwise agreed between the Parties.

- "Draft Decision Notice"** means the draft notice of grant of planning permission in the form annexed to the Third Schedule of this Deed.
- "Economic Development Contribution"** means the sum of up to £300,000 (three hundred thousand pounds) to fund the implementation of the Economic Development Strategy.
- "Economic Development Strategy"** means a strategy to be jointly agreed by the Council and the Owner setting out initiatives to support business and inward investment in the employment area within the Development together with details of the measures to be put in place and the financial contributions to be made by the Owner (which measures and contributions shall not have a combined value of more than the Economic Development Contribution) when any financial contributions are to be paid by the Owner and how any other funds available are to be spent.
- "Education Contribution"** means the sum of £304.57 (three hundred and four pounds and fifty-seven pence) per Housing Unit (to a total of £300,000 (three hundred thousand pounds) to be paid by the Owner to the Council and applied by the Council towards the provision of and/or improvements to secondary educational facilities to meet the additional demand for school places arising from the Development.
- "Employment Appraisal"** means a viability appraisal carried out on the basis of a residual land value assessment to calculate the maximum amount of Employment Floorspace which can viably be provided as part of Phase 3 such that:
- (a) the Development must be carried out in accordance with the Planning Permission and the Development Specification;
 - (b) the appraisal shall be calculated on the basis of all costs and values applicable to the part of the Development which forms Phase 3 as at the date of the appraisal including a proportionate amount of Development-wide costs;
 - (c) no less than 22.7% of the Housing Units within Phase 3 shall be Affordable Housing Units.
- "Employment Floorspace"** means floorspace to be used for B1, B2 and B8 use as defined in the Town and Country Planning (Use Classes) Order 1987 as in force at the date of this Agreement.

"Employment Training Contribution"	means a sum of up to £570,000 (five hundred and seventy thousand pounds) to implement the Jobs and Training Plan.
"Energy Centre"	means the energy centre to be provided as part of the Development.
"Exercise Notice"	means a notice in writing to be served by the Council on the Owner exercising the Option.
"First Transfer Notice"	means the notice in writing to be served by the Owner on the Council pursuant to paragraph 1.18 of the First Schedule.
"Food Store"	means the supermarket to be constructed as part of Phase 1A of the Development.
"Framework Travel Plan"	means the overarching travel plan submitted by the Owner to the Council as part of the Planning Application.
"GLA Housing and Land Directorate"	means the unit of the Greater London Authority with responsibility for the delivery of Affordable Housing in London (or any successor body).
"Grant Funding"	means funding from the GLA Housing and Land Directorate (including its predecessor Homes and Communities Agency) or any other funding from other local and/or public authorities as may be appropriate for the provision of Affordable Housing.
"Greenhill Way Contribution"	means the sum of £150,000 (one hundred and fifty thousand pounds) to be paid by the Owner to the Council and applied by the Council towards junction improvements at the Headstone Road/Greenhill Way junction.
"Green Link"	means the area of open space to be provided as part of the Development and referred to as the "Green Link" within the Planning Application.
"Green Link Crossing"	means the crossing to be constructed over Harrow View to facilitate the Green Link including the provision of a cycle crossing to be provided in the area shown edged red on the plan appended to this Deed titled "The Green Link Crossing" and numbered HV (00) AP001-S106-002.
"Headstone Drive Access Works"	means the works to provide a revised junction layout at the primary access route to the Development on Headstone Drive in the location shown for indicative purposes on the plan appended to this Deed titled "The Headstone Drive

Works" and numbered HV (00) AP001-S106-003.

**"Headstone Manor
Recreation Contribution"**

means the sum of £980,000 (nine hundred and eighty thousand pounds) to be paid by the Owner to the Council and applied by the Council towards improvements to Headstone Manor Recreation Ground (or such similar or other sport facility within the vicinity of the Development) including pitch improvements, improved drainage to the pitches, changing room improvements and landscaping.

**"Headstone Manor
Improvements
Contribution"**

means the sum of £176,000 (one hundred and seventy-six thousand pounds) to be paid by the Owner to the Council and applied by the Council towards improvements to Headstone Manor complex including landscaping and improving the setting of the listed building in the context of the extension to the London Green Grid.

**"Headstone Manor Reed
Bed Contribution"**

means the sum of £176,000 (one hundred and seventy-six thousand pounds) to be paid by the Owner to the Council and applied by the Council towards a reed bed, surface water attenuation and sedimentation scheme at Headstone Manor to be approved by the Owner.

"High Street Contribution"

means the sum of £150,000 (one hundred and fifty thousand pounds) to be paid by the Owner to the Council and applied by the Council towards junction improvements to the High Street/Ellen Web Drive junction.

"Highway Agreement"

means an agreement pursuant to section 38 of the Highways Acts 1980 and/or section 278 of the Highways Act 1980 as appropriate entered into between the Owner and the Council.

"Highway Works"

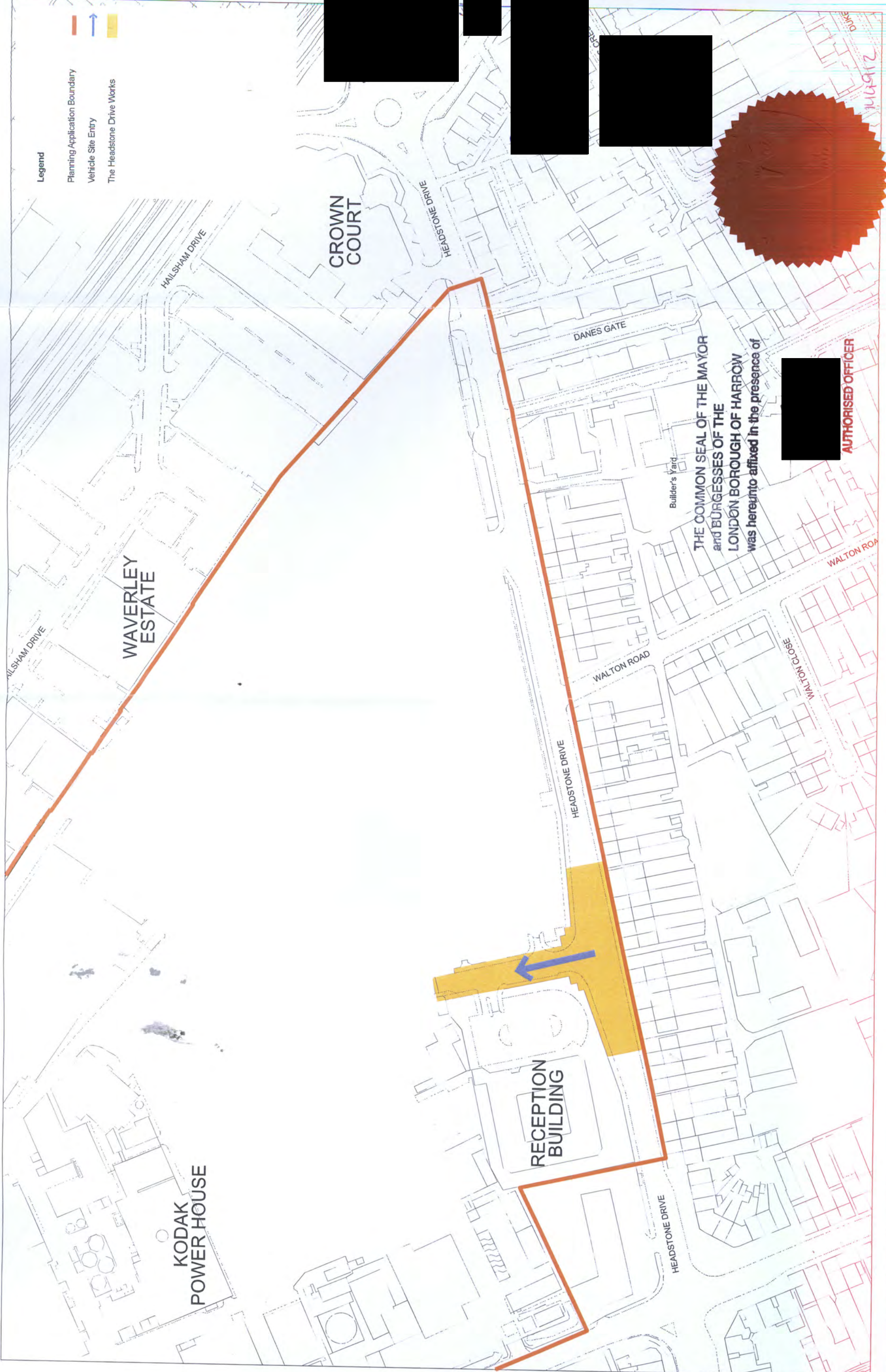
means works to improve traffic flows on the highways to the south of the Land including (but not limited to) redesigning the Goodwill Junction; carrying out any necessary works to the Goodwill Junction; reviewing the need for traffic calming measures on Victor Road, Sidney Road, Edward Road, Albert Road and Pinner View and implementing any necessary traffic calming measures.

**"Highways Works
Contribution"**

means the sum of £1,000,000 (one million pounds) to be paid by the Owner to the Council and applied by the Council on the Highway Works of which at least £15,000 shall be applied on reviewing and implementing traffic calming measures if required.

"Highway Works Counter"

means a notice served by the Owner on the Council confirming that following the Council's failure to let a



Legend

- Planning Application Boundary
- Vehicle Site Entry
- The Headstone Drive Works

CROWN COURT

WAVERLEY ESTATE

KODAK POWER HOUSE

RECEPTION BUILDING

**THE COMMON SEAL OF THE MAYOR
and BURGESSES OF THE
LONDON BOROUGH OF HARROW**
was hereunto affixed in the presence of



AUTHORISED OFFICER



Project Name	Harrow View
Project Ref	P0002938
Project Description	THE HEADSTONE DRIVE WORKS
Project Status	PLANNING
Project Date	15/01/2020

BDP.

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Scale: 1:1000

10m

5m

2m

1m

0.5m

0.2m

0.1m

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- "Notice"** contract for the Highway Works within the period specified in paragraph 2.2 of the Second Schedule it proposes to carry out the Highway Works itself.
- "Highway Works Notice"** means a notice served by the Council on the Owner confirming that it has let a contract for the carrying out of the Highway Works.
- "Housing Units"** means the units of housing constructed as part of the Development and the expression **"Housing Unit"** shall be construed accordingly.
- "Incubation Space"** means 500sqm of floorspace provided for business use within use class B1(a) and B1(b) of the Town and Country Planning (Use Classes) Order 1987 in force at the date of this Deed to be provided in Phase 1.
- "Incubation Space Management Plan"** means a plan in writing to be submitted by the Owner to the Council for its approval setting out:
- (a) measures for the management of the Incubation Space; and
 - (b) details for the provision of the Incubation Space on a rent free basis (or on such other discount basis) for a period of five years or such other maximum period as may be agreed by the Parties.
- "Independent Assessor"** means an independent expert jointly appointed by the Council and the Owner who is suitably qualified to consider and review the Affordable Housing Appraisal.
- "Index"** means the All items Index of Retail Prices issued by the Office of National Statistics or such other index which may from time to time be issued as a replacement.
- "Interest"** means interest at 3% above the base lending rate of the Council's bank from time to time.
- "Intermediate Housing"** means sub-market housing which is made available at above target rents but is below open market levels and is affordable by households (including key workers) on low or moderate incomes (with priority given to those living or working in Harrow) which are not sufficient to allow them to rent or buy property on the open market and which provides for either:
- (a) a shared ownership lease (or its replacement) whereby the leaseholder purchases an initial

percentage share of the market value of a housing unit and may from time to time purchase an additional percentage share up to a maximum of 100%; or

- (b) an assured shorthold tenancy (or its replacement) to be granted under a scheme of intermediate rental at no more than 80% of the market rent of the let premises; or
- (c) a period of intermediate rental on similar terms to (b) above followed by the grant of a shared ownership lease on similar terms to (a) above; or
- (d) any other intermediate tenure supported by the GLA Housing Land Directorate (or its successor body) and approved in writing by the Council.

"Intermediate Housing Units"

means the Affordable Housing Units which are to be provided as Intermediate Housing and **"Intermediate Housing Unit"** shall be construed accordingly.

"Jobs and Training Plan"

means a plan in writing setting out measures to facilitate the provision of training and employment opportunities for residents from within the Council's administrative area the nature and extent of which shall be agreed jointly by the Council and the Owner up to the value of the Employment and Training Contribution to include:

- (e) Employment and training initiatives and opportunities relating to the construction of the Development and details of sector delivery;
- (f) Initiatives to work with new employees and employers including, jobs brokerage and the provision of appropriate training with the objectives of ensuring effective transition into work and sustainable job outcomes;
- (g) A target for the number of apprentices to be employed on the site and for the percentage of residents to be employed on the site by or through local recruitment agencies or such other recruitment agencies or job centres as may reasonably be considered appropriate;

- (h) A target for the percentage of BAME and women workers to be employed on the site through local recruitment agencies or job centres as may reasonably be considered appropriate;
- (i) The timings and arrangements for the implementation of such initiatives; and
- (j) Suitable mechanisms for the monitoring of the effectiveness of such initiatives.

"the Land"

means the land against which the obligations in this Deed may be enforced being land at Harrow View and Headstone Drive, Harrow and shown for identification purposes edged with a bold black line on the plan appended to this Deed titled "The Land" and numbered HV (00) AP001-S106-004.

"Landscaping Scheme"

means the scheme of landscaping approved pursuant to condition [20] of the Planning Permission.

"Leisure Contribution"

means the sum of £304.57 (three hundred and four pounds and fifty-seven pence) per Housing Unit (to a total of £300,000 (three hundred thousand pounds) to be paid by the Owner to the Council and applied by the Council towards the improvement of Harrow Leisure Centre.

"Mortgaged Property"

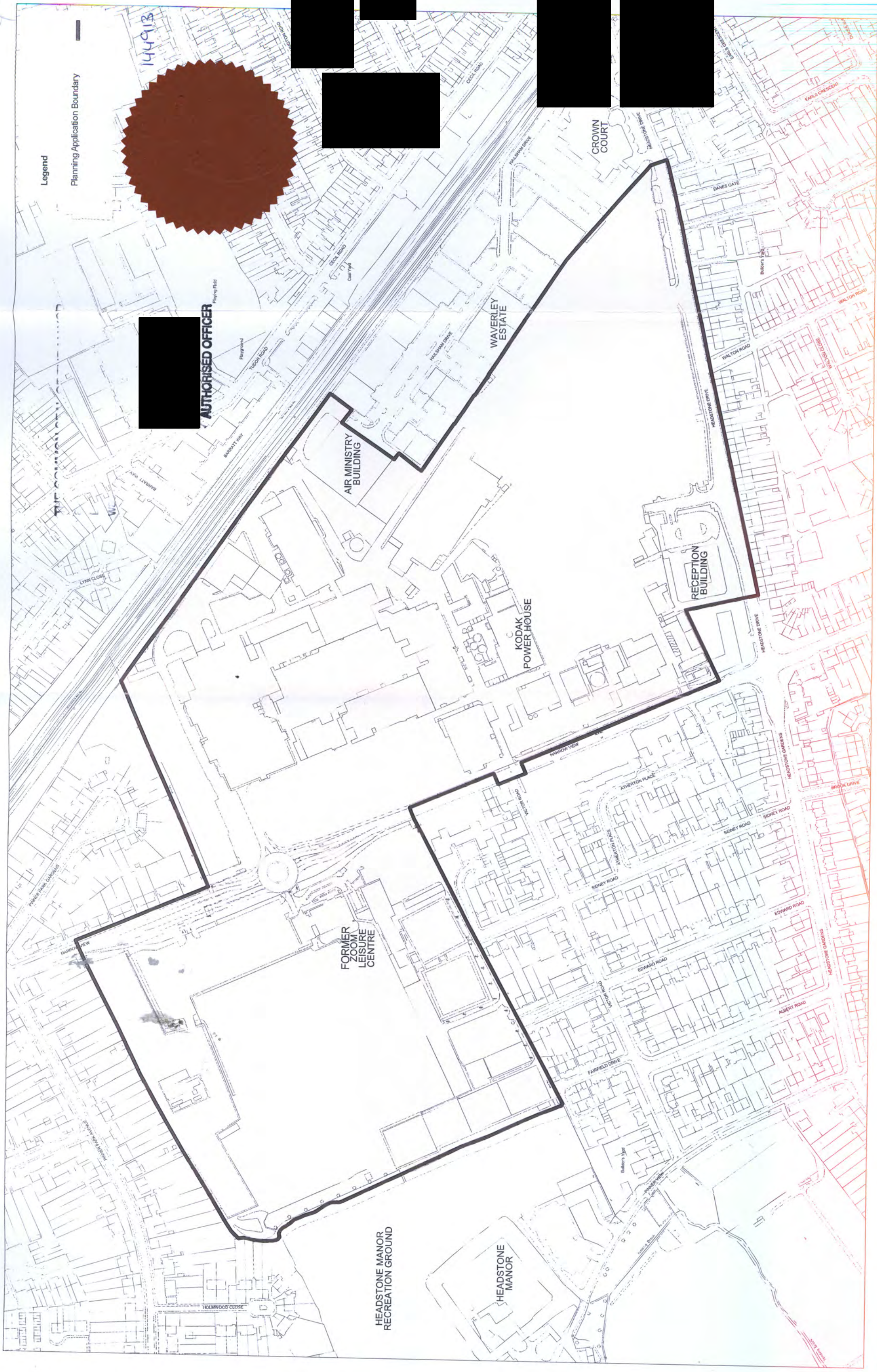
means that part of the Land owned by the Developer registered at HM Land Registry under title number NGL892831 over which the Mortgagee holds a registered charge dated 31 March 2009.

"MUGA"

means a Multi Use Games Area available for use by members of the public and provided in accordance with the design and construction standards set out in Sport England's guidance document titled "A Guide to the Design, Specification and Construction of Multi Use Games Area" (or any such replacement guidance).

"Nomination Agreement"

the agreement based on the terms of this Deed relating to the nomination rights of the Council in respect of the Affordable Housing Units to be entered into between the Registered Provider and the Council prior to occupation of the Affordable Housing Units and based on the draft annexed for illustrative purposes to the Fourth Schedule of this Deed.



Legend

Planning Application Boundary

144913

AUTHORISED OFFICER

FORMER ZOOM LEISURE CENTRE

AIR MINISTRY BUILDING

WAVERLEY ESTATE

KODAK POWER HOUSE

RECEPTION BUILDING

HEADSTONE MANOR RECREATION GROUND

HEADSTONE MANOR

CROWN COURT

Project Name	
Project No.	
Project Date	
Project Status	

BDP.

Headstone Manor
144913
14/01/2023
144913

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14/01/2023
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144913

"Occupation"	means occupation for any of the purposes permitted by the Planning Permission but not including occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing or security operations and "Occupy" and "Occupied" shall be construed accordingly.
"Open Market Housing Units"	means the private Housing Units to be erected on the Land as part of the Development and sold or rented on the open market and "Open Market Housing Unit" shall be construed accordingly.
"Operative Provisions"	means section 106 of the Town and Country Planning Act 1990 ; section 111 of the Local Government Act 1972; section 16 of the Greater London Council (General Powers) Act 1974 and section 2 of the Local Government Act 2000 and all other enabling powers.
"Option"	means the right for the Council to take a Transfer of the Primary School Land on the terms specified in the Sixth Schedule.
"Option Notice"	means a notice in writing served by the Owner granting the Council the Option.
"Option Period"	means the period of two years from the date the Owner serves the Option Notice on the Council.
"Parties"	means the Council, the Owner and the Developer.
"Pedestrian Contribution"	means the sum of £270,000 (two hundred and seventy thousand pounds) to be paid by the Owner to the Council and applied by the Council towards the cost of cycle and pedestrian improvements between the Land and the Town Centre.
"Phase"	a phase of the Development as specified pursuant to the Planning Permission and Phase 1, Phase 1A, Phase 1B, Phase 1C, Phase 2 and Phase 3 shall be construed accordingly as appropriate depending on the context.
"Phase 1"	means together Phase 1A, Phase 1B and Phase 1C.
"Planning Administration Fee"	means the sum of £50,000 (fifty thousand pounds) to be paid by the Owner to the Council to cover the Council's costs of monitoring the obligations in this Deed and the conditions in the Planning Permission.
"Planning Application"	means the application for outline planning permission submitted to the Council for the Development and allocated

Legend

Planning Application Boundary

The Primary School Land

Zone P
School-D1
(Up to 3,630 sqm)

ZOOM
LEISURE
CENTRE

BOWLING
GREENS

TENNIS
COURTS

THE MAYOR
TROW
presence of

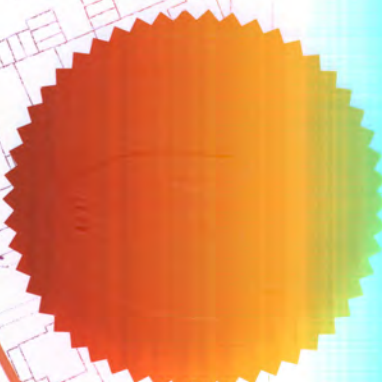
KODAK
POWER HOUSE

1. BDP ARCHITECTS LTD (INCORPORATED IN SOUTH AFRICA)
2. BDP ARCHITECTS LTD (INCORPORATED IN SOUTH AFRICA)
3. BDP ARCHITECTS LTD (INCORPORATED IN SOUTH AFRICA)
4. BDP ARCHITECTS LTD (INCORPORATED IN SOUTH AFRICA)
5. BDP ARCHITECTS LTD (INCORPORATED IN SOUTH AFRICA)

BDP

OFFICER

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reference number P/3405/11.

- "Planning Challenge"** means an application for judicial review challenging the grant of the Planning Permission lodged within 3 months of the date of the grant of the Planning Permission or such longer period as the courts may allow.
- "Planning Permission"** the outline planning permission for the Development (in the form of the Draft Decision Notice) to be granted by the Council pursuant to the Planning Application.
- "Practical Completion"** means issue of a certificate on behalf of the Owner confirming that any part of the Development had been practically completed and **"Practically Completed"** shall be construed accordingly.
- "Primary School"** means the primary school to be constructed on the Primary School Land.
- "Primary School Contribution"** means the sum of £880,000 (eight hundred and eighty thousand pounds) to be paid by the Owner to the Council in accordance with paragraphs 9.8 and 9.9 of the First Schedule and applied by the Council to the provision of primary school facilities required as a result of the Development.
- "Primary School Land"** means the land identified coloured green on the plan appended to this Deed titled "The Primary School Land" and numbered HV (00) AP001-S106-005.
- "Primary School Notice"** means a notice served by the Owner on the Council confirming to whom the Primary School Land has been transferred and the date the transfer took place.
- "Primary School Provider"** means the organisation or body responsible for providing the Primary School.
- "Public Art Strategy"** a strategy for the provision of at least one item of public art within each of Phase 1, Phase 2 and Phase 3, including street furniture, landscaping, water features, sculpture and display boards provided in a location to which the public has access up to a total maximum of the proportion of the Public Art Sum allocated for that Phase.
- "Public Art Sum"** means the sum of up to £500,000 (five hundred thousand pounds) to be spent by the Owner on implementing the Public Art Strategy including carrying out all design competitions, professional fees, and ancillary costs on the basis of approximately £200,000 for Phase 1,

approximately £100,000 for Phase 2 and approximately £200,000 for Phase 3.

"Recycled Capital Grant Funding"

means an internal fund within the accounts of a Registered Provider used to recycle housing grant previously paid to it by the Homes and Communities Agency as regulated through the Affordable Housing Capital Funding Guide (with GLA Housing and Land Directorate variations).

"Registered Provider"

means a provider of social housing as defined in Section 80 of the Housing and Regeneration Act 2008 who is on the Council's list of preferred providers annexed to the Fifth Schedule of this Deed or such other registered provider of social housing nominated by the Owner and expressly approved by the Council in writing.

"Reserved Matters Application"

means an application for approval of matters of scale, appearance, layout, access and landscaping to be submitted pursuant to the Planning Permission and the expression **"Reserved Matters Applications"** shall be construed accordingly.

"Reserved Matters Approval"

means all the reserved matters approvals for the relevant Phase.

"Second Transfer Notice"

means the notice in writing to be served by the Owner on the Council pursuant to paragraph 1.21 of the First Schedule.

"Self Build Nominee"

means a person identified by the Council as being in need of Affordable Housing and nominated by the Council to receive a Self Build Plot.

"Self Build Notice"

means a notice served by the Council on the Owner identifying a Self Build Nominee/ Self Finish Nominee (or a Registered Provider or other nominee) to whom a Self Build Plot (or a Self Finish Unit) may be Transferred.

"Self Build Plot"

means a development plot within the Development to be Transferred on the terms set out in the Eighth Schedule and the expression **"Self Build Plots"** shall be construed accordingly.

"Self Finish Nominee"

means a person identified by the Council as being in need of Affordable Housing and nominated by the Council to receive a Self Finish Unit.

"Self Finish Unit"

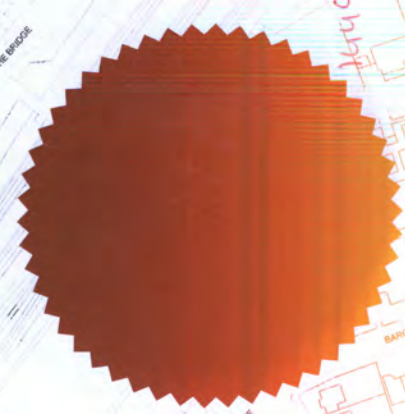
means a Housing Unit to be constructed to a standard to be agreed with the Council which shall not include fitting

out and to be Transferred on the terms set out in the Ninth Schedule and the expression "**Self Finish Units**" shall be construed accordingly.

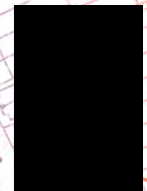
- "Serviced Land"** means land provided with all essential utilities ready to be connected.
- "Signage Contribution"** means the sum of £15,000 (fifteen thousand pounds) to be paid by the Owner to the Council and applied by the Council towards the cost of providing "Legible London" wayfinding signs along Headstone Drive and Ellen Webb Drive.
- "Social Rented Housing Units"** means the residential units forming part of the Affordable Housing Units which are to be made available as an alternative to the Affordable Rented Units if the Affordable Rent Model ceases to be funded or if agreed by the Council and the Owner and at no more than the GLA Housing and Land Directorate target rents to persons who are unable to secure private sector housing for purchase or rent on the open market and "**Social Rented Housing Unit**" shall be construed accordingly.
- "Submitted Appraisal"** means the viability appraisal submitted in respect of the Planning Application dated 16 November 2012.
- "Tenancy Strategy"** means the guidance issued by the Council annexed to this Deed at the Eleventh Schedule (or its replacement) which sets out the framework for implementation of the Affordable Rent Model in the borough.
- "Town Centre"** means Wealdstone town centre as shown coloured green on the plan appended to this Deed titled "The Town Centre" and numbered HV (00) AP001-S106-006.
- "Town Centre Contribution"** means the sum of £280,000 (two hundred eighty thousand pounds) to be paid by the Owner to the Council in five equal instalments of £56,000 and applied by the Council towards management initiatives for the Town Centre.
- "Transfer"** means a transfer of the freehold interest or grant of a long lease and the expression "**Transferred**" shall be construed accordingly.
- "Transfer Counter Notice"** means the notice in writing to be served by the Council on the Owner disputing all or any of the information/details provided by the Owner pursuant to paragraph 1.18(a) to 1.18(d) of the First Schedule.

Legend

Wealdstone Town Centre



THE COMMON SEAL OF THE MAYOR
and BURGESSES OF THE
LONDON BOROUGH OF
WALTON
was hereunto affixed in the presence of



AUTHORISED OFFICER



BDP

Small text at the bottom right corner, likely a scale or legend note.

"Travel Plan"	means a plan in writing based on the Framework Travel Plan which sets out measures to be adopted by the Owner to secure the use of sustainable forms of transport by occupiers, employees, residents and / or visitors to the Development (as appropriate) in order to minimise reliance on the use of private cars.
"Travel Plan Co-ordinator"	means a person appointed by the Owner to manage the delivery and implementation of the objectives, measures and targets in the Travel Plan and whose functions and responsibilities are more particularly described in the said plan.
"Travel Plan Remedial Sum"	means the sum of £100,000 (one hundred thousand pounds) to be paid by the Owner to the Council as security for the due performance by the Owner of the objectives measures and targets in the Travel Plan.
"Underpass Contribution"	means the sum of £150,000 (one hundred and fifty thousand pounds) to be paid by the Owner to the Council and applied by the Council towards the cost of improvements to the railway bridge underpass between the Land and the Town Centre.
"Wayfinding Contribution"	means the sum of £15,000 (fifteen thousand pounds) to be paid by the Owner to the Council and applied by the Council towards the cost of providing "Legible London" wayfinding signs along Harrow View.
"Wheelchair Home Standard"	means as defined in the Council's Accessible Homes SPD 2010.
"Wheelchair Standard Homes"	means dwellings built to a standard suitable for people who use a wheelchair and the expression " Wheelchair Standard Home " shall be construed accordingly.

- 1.2 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice-versa.
- 1.3 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include companies corporations firms and vice versa.
- 1.4 Headings in this Deed are for ease of reference only and shall not affect the construction or interpretation of any of the provisions of this Deed.

- 1.5 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating extending or replacing them respectively from time to time unless otherwise stated.
- 1.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through under or in trust for that party.
- 1.7 Subject to clause 4.9, in the following circumstances references in this Deed to "Owner" shall:
- (a) in respect of land in which the Developer holds the freehold interest as per Recital 3 be read as if they were references to the Developer and shall be enforceable against the Developer as if it were the Owner;
 - (b) where the context so admits mean the person with the freehold (or leasehold) interest in the Phase to which an obligation or restriction in this Deed relates.
- 1.8 Subject to clause 4.17 covenants made in this Deed:
- (a) if made by more than one person are made jointly and severally and
 - (b) are to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Land or any part of the Land except as otherwise provided in this Deed and
 - (c) are to the intent that the same shall operate as a charge on the Land and shall be registered in the Register of Local Land Charges.
- 1.9 Where agreement is required between the Parties agreement of the Developer or the Owner shall only be required to the extent that they have an interest in the Land affected by the matter in question.

2. **Legal Basis**

- 2.1 This Deed is completed under the Operative Provisions and the covenants by the Owner contained in this Deed shall be binding and enforceable against the Owner and their successors in title to the Land.
- 2.2 Each of the obligations created by this Deed constitutes a planning obligation for the purpose of Section 106 of the 1990 Act and shall be enforceable by the Council as such.
- 2.3 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act (as amended) and unless otherwise agreed between the parties:-
- (a) the obligations in this Deed shall relate to and bind any subsequent planning permission(s) in respect of the Land granted pursuant to Section 73 of the 1990 Act and the Land itself; and
 - (b) the definitions of Planning Application, Development and Planning Permission in this Deed shall be construed to include reference to any such application under

Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s)

PROVIDED THAT nothing in this clause shall restrict (or fetter) the discretion of the Council when determining any such application(s) submitted under Section 73 of the 1990 Act relating to the Land from requiring that any consequential obligations of an appropriate nature and / or quantum (so far as they are materially different to those contained in this Deed) be secured by way of a new deed or supplemental deed or deed of modification pursuant to Section 106 (or Section 106A) of the 1990 Act.

3. **Conditionality**

This Deed is a conditional agreement and shall become binding upon both of the following two conditions being satisfied: -

- (a) the grant of the Planning Permission
- (b) the Commencement of Development

save for the provisions of clauses 1, 2, 3, 4.17, 5, 6, 7, 8, 10, 11, 12 and 14 which shall come into effect immediately upon completion of this Deed.

4. **Miscellaneous**

- 4.1 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 it expires prior to the Commencement of Development.
- 4.2 Subject as otherwise provided in this Deed the Owner and the Developer for themselves and their successors in title to the Land agree declare and covenant with the Council that the Land shall be subject to the terms and obligations as to the manner of carrying out the Development contained in the First Schedule.
- 4.3 The Council covenants that it shall perform the obligations contained in the Second Schedule.
- 4.4 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of its functions as local planning authority and its rights discretions powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 4.5 The provisions of this Deed shall be enforceable by the Council against the Owner and Developer and all persons deriving title through or under them except as otherwise provided in this Deed.
- 4.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that

part of the Land to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.7 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 or any persons deriving title from them.
- 4.8 If any provision in this Deed is held to be invalid illegal or unenforceable such invalidity illegality and unenforceability shall not affect the remaining provisions of this Deed.
- 4.9 This Deed shall not be enforceable against owners, occupiers or tenants of the Housing Units nor the owners, occupiers or tenants of individual commercial units nor against those deriving title from them.
- 4.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.11 The Council covenants with the Owner that it will issue the Planning Permission within three working days of the date of this Deed.
- 4.12 The Council will upon the written request of the Owner at any time after the planning obligations in this Deed have been fully discharged or performed issue the Owner with written confirmation and effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 4.13 Where any approval, agreement, consent, confirmation or expression of satisfaction is required under the terms of this Deed the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 4.14 Nothing in this Deed shall require the performance by the Owner of any obligations whatsoever in or upon over or under land outside the Land if that land is outside the ownership or control of the Owner.
- 4.15 In the event of a Planning Challenge by any person other than the signatories to this Deed the provisions of this Deed (save for clause 10) shall be suspended on the cessation of the Development by the Owner until such time as the final determination of the Planning Challenge.
- 4.16 In the event that the Planning Permission is quashed on the final determination of the Planning Challenge the subsisting provisions of this Deed shall have no further force and effect.
- 4.17 Subject to clause 4.9 where any obligation in this Deed is expressly stated as binding or restricting a Phase of the Development that obligation shall only be enforceable against those with an interest in the said Phase PROVIDED ALWAYS THAT obligations which are not restricted to a Phase of the Development or which affect the entire Development or are to take effect or be complied with prior to Commencement of Development or

prior to Commencement of Development of any Phase or any part of the Development shall be enforceable against every person having an interest in the Land save as otherwise expressly stated in this Deed.

5. Mortgagee's Consent

The Mortgagee declares that this Deed has been entered into by the Developer with its consent and acknowledges that the security of the legal charge over the Mortgaged Property shall take effect subject to this Deed provided that the Mortgagee shall not become liable to perform the obligations or incur any liability under this Deed unless and until such time (if any) as it takes possession of the Mortgaged Property as mortgagee in possession but only to the extent that the obligations falling to the Developer at the date the Mortgagee exercises such powers are outstanding and continue to bind the land over which the Mortgagee has exercised its powers.

6. Waiver

No waiver (whether express or implied) by the Council of any breach or default by the Owner or Developer in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner or Developer.

7. Contracts Rights of Third Parties

7.1 The Contracts (Rights of Third Parties) Act 1999 ("the Act") shall not apply to this Deed and as such a person who is not named in this Deed shall not have a right to enforce any of its terms.

7.2 For the avoidance of doubt the exclusion referred to in Clause 7.1 above shall not prevent all or any future successors in title to any of the parties to this Deed from being able to benefit or to enforce any of the provisions of this Deed.

8. Notices

8.1 Any notice to be given under this Deed shall be in writing and shall be deemed to be validly served if delivered by hand or sent by first class post or registered/recorded delivery.

8.2 The address for service for any party under this Deed shall be those stated in this Deed or such other address for service in England as the party to be served shall have previously notified in writing.

8.3 Any notice served under this Deed shall be deemed to have been received:

- (a) If delivered by hand, upon delivery at the relevant address;
- (b) If sent by first class post, the second working day after the date of posting;
- (c) If sent by recorded delivery, at the time delivery was signed for.

9. Commencement of Development

Notwithstanding that the Primary School and the Energy Centre are to be located in Phases 2 and 3 respectively material operations in respect of those elements of the Development shall only constitute Commencement of Development of Phase 1 and no other Phase of the Development.

10. Council's Legal Fees

The Owner shall pay on completion of this Deed the reasonable and properly incurred legal costs of the Council incurred in the negotiation preparation and execution of this Deed not exceeding £50,000.

11. Indexation

Any contribution payable under this Deed shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the date on which the contribution is paid.

12. Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England and Wales.

13. Interest

Save as otherwise provided in this Deed if any payment due under this Deed is paid late then Interest will be payable from the date payment is due to the date of actual payment.

14. Dispute Resolution

14.1 Any dispute or disagreement arising under this Deed including questions of value or any question of reasonableness may be referred at the instance of any party for determination by a single expert whose decision shall be final and binding on the parties in the absence of fraud or manifest error.

14.2 The following provisions and terms of appointment shall apply to such disputes or disagreements:

- (a) the expert shall have at least 10 years post qualification experience in the subject matter of the dispute;
- (b) the expert shall be agreed between the parties or appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute at the request of any party to the dispute;
- (c) all parties may make written submissions to the expert (to be copied to the other parties) within 20 working days of the expert's appointment;

- (d) all parties may make further written submissions on the content of the written submissions submitted by the other parties within 20 working days from the receipt of such written submissions;
- (e) the expert shall disregard any representations made out of time and shall make his decision within 20 working days of receipt of the representations under sub clause 14.2(d) or if none within 20 working days of the expiry of the period referred to in sub clause 14.2(c);
- (f) the expert's decision shall be in writing and the expert shall give reasons for the decision; and
- (g) the expert's fees shall be in the award of the expert.

14.3 The provisions of this clause 14 shall not affect the ability of the Council to enforce the provisions of this Deed by means of an application for a declaratory relief, injunction, specific performance, damages or any other consequential or interim orders.

THE FIRST SCHEDULE

The Owner's Covenants with the Council

The Owner hereby covenants with the Council as follows:

1. **Affordable Housing General Provisions**

- 1.1 Subject to paragraphs 1.6, 1.9 to 1.12 and 1.23 of this Schedule to provide a minimum of 20% of the total Housing Units in the Development as Affordable Housing broken down as specified in the table below:

Phase	Minimum Percentage of Housing Units to be provided as Affordable Housing within each phase (calculated on the basis of unit numbers)
1A	14%
1B	18.2%
2	25.5%
3	22.7%

- 1.2 To procure that at least ten percent (10%) of the Affordable Housing Units in the Development are constructed as Wheelchair Standard Homes in accordance with the Wheelchair Home Standard SAVE THAT the Wheelchair Standard Homes shall not all be provided in one Development Zone.
- 1.3 Prior to Occupation of any of the Affordable Housing Units in a relevant Development Zone to procure that the Registered Provider enters into the Nomination Agreement for that Development Zone with the Council.
- 1.4 From the date of Practical Completion of the Affordable Housing Units in any relevant Development Zone not to Occupy or permit Occupation of the Affordable Housing Units for any purpose other than as Affordable Housing and in accordance with the terms of the Nomination Agreement for the relevant Development Zone save that this obligation shall not be binding on:
- (a) the Chargee PROVIDED THAT the Chargee:
- (i) shall prior to seeking to dispose of the Affordable Housing Units or any part thereof pursuant to any default under the terms of its mortgage or charge give notice to the Council in writing of its intention to dispose of the units; and
- (ii) shall use its reasonable endeavours to dispose of the relevant Affordable Housing Units (subject to any leases and tenancies then subsisting and to the terms of this Deed) to a Registered Provider within a period of six (6)

months from the date of the written notification referred to in paragraph 1.4(a)(i) above;

- (iii) in the event that despite using its reasonable endeavours the Chargee is unable to dispose of the relevant Affordable Housing Unit to a Registered Provider within the period specified in paragraph 1.4(a)(ii), the Chargee shall be released from the obligations contained in this Deed and shall be free to dispose of the relevant Affordable Housing Unit on the open market;
- (iv) nothing in paragraphs 1.4(a)(i) to 1.4(a)(ii) of this Schedule shall require the Chargee to act contrary to its duties under the charge or mortgage or prevent the Chargee from recovering the total sum outstanding under its charge or mortgage;

- (b) any person to whom a Registered Provider grants a shared ownership lease of an Intermediate Housing Unit or any successor in title to or mortgagee of any such person
- (c) a person who is granted a shared ownership lease of an Intermediate Housing Unit and who exercises a right to staircase ownership of further or final tranches of equity in the Intermediate Housing Unit or any successor in title or mortgagee of any such person
- (d) a tenant exercising any right to acquire a Social Rented Housing Unit under a purchase grant scheme or right to buy or similar right conferred by statute or any successor in title to or person deriving title from such a tenant
- (e) any person whom by virtue of the terms of a shared ownership lease of an Intermediate Housing Unit is granted or has transferred to such a person either a reversionary interest or a new lease in such Intermediate Housing Unit
- (f) any mortgagee of any tenant or person to whom a Registered Provider grants a shared ownership lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver.

1.5 In the event that the Registered Provider disposes of any of the Affordable Housing Units (including any dwelling constructed on a Self Build Plot or any fitted out Self Finish Unit) in the circumstances referred to in paragraph 1.4 (c) to (e) of this Schedule, the net proceeds from the disposal shall be reinvested in the provision of Affordable Housing in the borough if permitted by the GLA Housing and Land Directorate (or so far as possible within the Development).

Affordable Housing Review Mechanism

1.6 If Grant Funding is available for provision of Affordable Housing in Phase 1 to submit an Affordable Housing Appraisal for Phase 1 to the Council for its approval in writing prior to submission of the first Reserved Matters Application for that Phase.

- 1.7 Subject to paragraph 1.1 above and paragraphs 1.8 and 1.12 below, the Owner shall not be required to submit an Affordable Housing Appraisal for Phase 1 to the Council if Grant Funding is not available to provide Affordable Housing in that Phase.
- 1.8 In the event that Grant Funding is not available pursuant to paragraphs 1.6 and 1.7 above, to provide the Council with evidence that such funding is not available prior to submission of the first Reserved Matters Application for Phase 1.
- 1.9 Prior to submission of the first Reserved Matters Application in respect of each of Phase 2 and Phase 3 to submit the Affordable Housing Appraisal for the relevant Phase to the Council for its approval in writing.
- 1.10 In the event that the Council (acting reasonably) does not agree with the conclusions of the Affordable Housing Appraisal submitted for a Phase to refer the relevant Affordable Housing Appraisal to an Independent Assessor to consider the conclusions of the Affordable Housing Appraisal and if appropriate to direct as to the final quantum of Affordable Housing which can be provided for that Phase (being at least the Baseline Affordable Level for that Phase and a maximum of 40% unless otherwise agreed by the Parties) on the basis of a joint instruction with the Council at the Owner's cost and the conclusions of the Independent Assessor shall be binding.
- 1.11 Subject to paragraphs 1.7, 1.12 and 1.23 of this Schedule to provide the Affordable Housing Units for the relevant Phase in accordance with the Affordable Housing Appraisal approved by the Council for that Phase or in the event that the Affordable Housing Appraisal was referred to the Independent Assessor in accordance with the direction of the Independent Assessor.
- 1.12 FOR THE AVOIDANCE OF DOUBT nothing in paragraphs 1.6 to 1.11 of this Schedule shall be construed in such a manner as to permit the Owner to provide less than the Baseline Affordable Level of Affordable Housing specified in paragraph 1.1 of this Schedule or to require the Owner to provide more than 40% of the Housing Units in any Phase as Affordable Housing unless otherwise agreed by the Parties.

Affordable Housing Scheme

- 1.13 Prior to submission of the first Reserved Matters Application in respect of each of Phase 1, Phase 2 and Phase 3 and where relevant following the review by the Council of the Affordable Housing Appraisal for the relevant Phase (or the decision of the Independent Assessor as the case may be), to submit an Affordable Housing Scheme for the relevant Phase to the Council for approval which shall reflect the conclusions of any relevant Affordable Housing Appraisal.
- 1.14 Not to Commence Development of any Phase until the Council has approved the Affordable Housing Scheme for that Phase in writing and to carry out the development of the relevant Phase in accordance with the approved Affordable Housing Scheme.
- 1.15 Unless otherwise agreed by the Parties and subject to paragraph 1.16 the Affordable Housing Scheme for each Phase shall be submitted on the basis that the Owner shall provide 60% of the Affordable Housing Units as Affordable Rented Units and 40% of the Affordable Housing Units as Intermediate Housing Units.

- 1.16 In the event that the Affordable Rent Model ceases to be funded or if agreed by both the Council and the Owner:
- (a) Social Rented Housing Units shall be provided instead of Affordable Rented Units; and
 - (b) the Affordable Housing Scheme for the relevant Phase shall be submitted on the basis that the Owner shall provide up to 60% of the Affordable Housing Units for that Phase as Social Rented Housing Units and the remainder as Intermediate Housing Units

PROVIDED THAT the final percentage split between Social Rented Housing Units and Intermediate Housing Units shall be determined by the Affordable Housing Appraisal submitted to the Council for the relevant Phase.

Affordable Housing Transfer Cascade Mechanism

- 1.17 Subject to paragraphs 1.18 to 1.23 of this Schedule not to cause or permit Occupation of more than 60% of the Open Market Housing Units in any Development Zone until:
- (a) the Affordable Housing Units in that Development Zone (excluding any Self Build Plots or Self Finish Units) have been Practically Completed; and
 - (b) the Owner has Transferred the completed Affordable Housing Units (excluding any Self Build Plots or Self Finish Units) to the Registered Provider on the basis of the terms in the relevant Affordable Housing Appraisal and Affordable Housing Scheme respectively.
- 1.18 In the event that the Transfer of any of the Affordable Housing Units in a Development Zone has not occurred within three months of the later of Practical Completion of the Affordable Housing Units in that Development Zone and the date on which the Owner first offered to Transfer the Affordable Housing Units to a Registered Provider to serve the First Transfer Notice on the Council which notice shall include:
- (a) evidence of the date of Practical Completion of the relevant Affordable Housing Units in the relevant Development Zone and the date on which the offer to Transfer the units to the Registered Provider was first made;
 - (b) details of the terms (including price) on which the offer was made which for the avoidance of doubt shall reflect those set out in the Affordable Housing Appraisal or Affordable Housing Scheme (as appropriate) applicable to the relevant Development Zone;
 - (c) evidence that the failure to Transfer the units to the Registered Provider has not arisen as a result of default on the part of the Owner; and
 - (d) evidence of the steps taken or being taken to negotiate terms with another Registered Provider in the event that the Registered Provider to whom the offer to Transfer was first made has indicated that it is unable to proceed with the Transfer.

- 1.19 From the date 2 (two) weeks after service of the First Transfer Notice, the Owner may cause or permit Occupation of up to 75% of the Open Market Housing Units for that Development Zone unless the Council has within that period of 2 (two) weeks served a Transfer Counter Notice on the Owner.
- 1.20 If the Council serves a Transfer Counter Notice on the Owner, the restriction on Occupation referred to in paragraph 1.17 of this Schedule shall continue to apply until the dispute is either resolved by agreement between the Parties or a decision is made in favour of the Owner by an expert appointed under clause 14 of this Deed and from the date of that decision the Owner may cause or permit Occupation of up to 75% of the Open Market Housing Units in the relevant Development Zone.
- 1.21 In the event that the Transfer of any of the Affordable Housing Units for a Development Zone has not occurred within a further three months from the date of service of the First Transfer Notice or the date of final resolution of the dispute referred to in paragraph 1.20 above as appropriate (whichever is the later) to serve the Second Transfer Notice on the Council which notice shall include:
- (a) evidence of the efforts made by the Owner since service of the First Transfer Notice to Transfer the units to the Registered Provider to whom the offer to Transfer was first made or another Registered Provider pursuant to paragraph 1.18(d) of this Schedule;
 - (b) details of the terms (including price) on which the offer to Transfer was made which for the avoidance of doubt shall reflect those set out in the Affordable Housing Appraisal or Affordable Housing Scheme (as appropriate) applicable to the relevant Development Zone ;
 - (c) evidence of the date of Practical Completion of the relevant Affordable Housing Units and the date on which the offer to Transfer the units to the Registered Provider was first made; and
 - (d) evidence that the failure to Transfer the units has not arisen as a result of default on the part of the Owner.
- 1.22 From the date of service of the Second Transfer Notice the restriction on Occupation of the Open Market Housing Units in the relevant Development Zone shall cease to apply SAVE THAT the Owner shall use reasonable endeavours to Transfer the relevant Affordable Housing Units to a Registered Provider (or to the Council if a request is so made to the Owner in writing) within a further period of 3 (three) months from the date of service of the Second Transfer Notice.
- 1.23 If all or any of the Affordable Housing Units in a Development Zone have not been Transferred to a Registered Provider (or the Council) within three months from the date of service of the Second Transfer Notice, the Owner shall be automatically released from the obligation to Transfer the relevant Affordable Housing Units to a Registered Provider (or the Council) and may sell the relevant Affordable Housing Units as Open Market Housing Units subject to paragraph 1.24 below.

- 1.24 In the event that the Owner is released from its obligation to Transfer the Affordable Housing Units to the Registered Provider (or the Council) pursuant to paragraph 1.23 above, the Owner shall pay the Affordable Housing Commuted Sum to the Council within 4 (four) weeks of the sale of the final Open Market Housing Unit in the relevant Development Zone (including any Affordable Housing Units being sold as Open Market Housing Units pursuant to paragraph 1.23).

Affordable Housing: Self Build Plots and Self Finish Units

- 1.25 To include in the relevant Affordable Housing Scheme details of the five Self Build Plots identified in each of Phase 1, Phase 2 and Phase 3 (up to a total of 15) which are to be Transferred to a Self Build Nominee (or the Council or Registered Provider if so nominated by the Council) and developed as part of the Affordable Housing Units.
- 1.26 Subject to paragraph 6.1(b) of the Second Schedule and paragraphs 1.27 to 1.28 of this Schedule to offer to Transfer the Self Build Plot to the Council or a Self Build Nominee (or a Registered Provider if so nominated by the Council) within 4 weeks of the later of receipt of the Council's Self Build Notice in respect of that Self Build Plot and Commencement of Development of the Development Zone in which the relevant Self Build Plot is located on the terms set out in the Eighth Schedule.
- 1.27 To give the Council's Housing Enabling Team not less than 2 (two) weeks' notice of the date of Practical Completion of 25% of the Affordable Housing Units within a Development Zone in which a Self Build Plot is located if the Self Build Plot has not yet been Transferred by that date pursuant to paragraph 1.26 of this Schedule.
- 1.28 In the event that any of the Self Build Plots have not been Transferred by the date two weeks after expiration of the notice period given to the Council under paragraph 1.27 above, the obligation on the Owner to Transfer the relevant Self Build Plot under this Deed shall cease to apply and the Self Build Plot shall thereafter be provided by the Owner as an Intermediate Housing Unit.
- 1.29 If the Council so requires when approving the Affordable Housing Scheme for a Housing Development Zone in which a Self Build Plot is located, to provide any of the identified Self Build Plots as Self Finish Units.
- 1.30 Subject to paragraph 6.1(b) of the Second Schedule and paragraphs 1.31 to 1.32 of this Schedule to offer to Transfer the Self Finish Units to the Council or a Self Finish Nominee (or a Registered Provider if nominated by the Council) on the terms set out in the Ninth Schedule within 4 (four) weeks of Practical Completion of the Self Finish Units.
- 1.31 To give the Council's Housing Enabling Team not less than 2 (two) weeks' notice of the date of Practical Completion of 50% of the Affordable Housing Units within a Development Zone in which a Self Finish Unit is located if the Self Finish Unit has not yet been Transferred by that date pursuant to paragraph 1.30 of this Schedule.
- 1.32 In the event that any of the Self Finish Units have not been Transferred by the date two weeks after expiration of the notice period given to the Council under paragraph 1.31 above, the obligation on the Owner to Transfer the relevant Self Finish Unit under this

Deed shall cease to apply and the Self Finish Unit shall thereafter be provided by the Owner as an Intermediate Housing Unit.

- 1.33 FOR THE AVOIDANCE OF DOUBT when assessing what Affordable Housing Units have been provided by the Owner each Self Build Plot and Self Finish Unit Transferred under the terms of this Deed shall be treated as an Intermediate Housing Unit but can be occupied as any other affordable housing tenure and need not be occupied as Intermediate Housing Units.
- 1.34 In no circumstances will the Owner be required to Transfer:
- (a) a Self Build Plot to a Self Build Nominee until the nominee has demonstrated that it has funds available to construct a dwelling on the Self Build Plot; or
 - (b) a Self Finish Unit to a Self Finish Nominee until the nominee has demonstrated it has funds available to fit out the Self Finish Unit.
- 1.35 FOR THE AVOIDANCE OF DOUBT the restriction relating to availability of funds in paragraph 1.34 of this Schedule shall be deemed to be satisfied if the Self Build Plot or Self Finish Unit is to be Transferred to a Registered Provider or the Council.
- 1.36 In the event that the Owner exercises the option to re-acquire a Self Build Plot or a Self Finish Unit under the terms set out in the Eight Schedule and Ninth Schedule respectively, it shall agree with the Council the timetable for construction (or completion) of a dwelling on the Self Build Plot to be used as Intermediate Housing and/or for fitting out of the Self Finish Unit as an Intermediate Housing Unit.

2. **Employment Review**

- 2.1 Prior to submission of the Affordable Housing Appraisal for Phase 3 to submit the Employment Appraisal to the Council for approval.
- 2.2 Not to submit a Reserved Matters Application in respect of Phase 3 until the Council has approved the Employment Appraisal.
- 2.3 To ensure that any Reserved Matters Application in respect of Phase 3 includes the maximum amount of Employment Floorspace as identified in the approved Employment Appraisal PROVIDED THAT such maximum shall not exceed the amount of Employment Floorspace permitted for that Phase by the Planning Permission.

3. **Contributions**

- 3.1 Prior to Commencement of Development of any part of the Development to pay to the Council the Planning Administration Fee.
- 3.2 Prior to Commencement of Development of Phase 1B to pay to the Council the Bannister Sports Centre Contribution.
- 3.3 Prior to Commencement of Development of Phase 1A to pay to the Council the Pedestrian Contribution.

- 3.4 Prior to Practical Completion of the first Development Zone within Phase 1B to pay to the Council:
- (a) the Bus Countdown Contribution; and
 - (b) the Bus Stop Contribution.
- 3.5 Prior to Commencement of Development of Phase 2 to pay to the Council:
- (a) the Cecil Road Contribution;
 - (b) the Greenhill Way Contribution;
 - (c) the High Street Contribution; and
 - (d) the Bus Service Contribution.
- 3.6 Prior to Commencement of Development of Phase 3 to pay to the Council:
- (a) the Access Contribution;
 - (b) £490,000 (four hundred and ninety thousand pounds) of the Headstone Manor Recreation Contribution;
 - (c) the Headstone Manor Reed Bed Contribution; and
 - (d) the Headstone Manor Improvements Contribution.
- 3.7 Prior to Occupation of the Food Store to pay to the Council the Underpass Contribution.
- 3.8 Prior to Practical Completion of Phase 3 to pay to the Council:
- (a) the Signage Contribution;
 - (b) the Wayfinding Contribution; and
 - (c) the remaining £490,000 (four hundred and ninety thousand pounds) of the Headstone Manor Recreation Contribution.

4. Phased Contributions

- 4.1 To pay to the Council:
- (a) the first instalment of the Town Centre Contribution on or prior to Occupation of Phase 2 of the Development;
 - (b) the second instalment of the Town Centre Contribution on or prior to Commencement of Development of Phase 3; and
 - (c) the following three instalments of the Town Centre Contribution on the first, second and third anniversaries of the date of payment of the second instalment.
- 4.2 Within 18 months of Commencement of or prior to Occupation of any Phase (whichever is the earlier) to pay to the Council:
- (a) the Education Contribution; and

(b) the Leisure Contribution

calculated pro-rata on the basis of the number of Housing Units permitted for that Phase by the Reserved Matters Approval.

Economic Development Strategy

- 4.3 Not to Commence the Development until the Economic Development Strategy has been agreed in writing with the Council.
- 4.4 To pay to the Council any part of the Economic Development Contribution identified in the Economic Development Strategy as a contribution payable to the Council in accordance with the timetable contained in the agreed Economic Development Strategy.
- 4.5 To implement the Economic Development Strategy agreed by the Parties.

5. Highways Works Contribution

- 5.1 Prior to Commencement of Development of Phase 1 to pay the Advance Sum to the Council.
- 5.2 Subject to paragraphs 2.2 and 2.3 of the Second Schedule, to pay the remainder of the Highways Works Contribution to the Council within four weeks of receipt of the Council's Highway Works Notice PROVIDED THAT the Owner has not first served a Highway Works Counter Notice in accordance with paragraph 5.3 below.
- 5.3 The Owner may at any time following the expiry of three years from the date the Advance Sum is paid serve a Highway Works Counter Notice on the Council PROVIDED THAT the Council shall only be prohibited from serving a Highway Works Notice where the Owner has first served a Highway Works Counter Notice in accordance with this paragraph.
- 5.4 If the Design Scheme has been finalised by the date of service of the Highway Works Counter Notice the Owner shall enter into a Highway Agreement to carry out the Highway Works in accordance with that Design Scheme and shall thereafter use reasonable endeavours to undertake and complete the Highway Works within two years of the date of the Highway Agreement.
- 5.5 If the Design Scheme has not been finalised by the date of service of the Highway Works Counter Notice the Owner shall enter into a Highway Agreement to carry out the Highway Works in accordance with a specification to be agreed with the Council and shall thereafter use reasonable endeavours to undertake and complete the Highway Works within two years of the later of the date of the Highway Agreement or the date that the relevant specification is agreed.

6. Payment of Interest

In the event that any contribution referred to in any paragraph of this First Schedule is not paid (or not paid in full) within the period specified in the relevant paragraph, the Owner shall pay Interest on the relevant contribution (or on any outstanding amount)

calculated from the date payment became due until the date the relevant payment is received in full by the Council.

7. Travel Plan

- 7.1 Not to Commence Development of any Phase until the Travel Plan in respect of that Phase has been submitted to the Council for approval.
- 7.2 Not to Occupy any Phase until the Travel Plan for that Phase has been approved by the Council in writing.
- 7.3 To implement the approved Travel Plan for each Phase prior to Occupation of that Phase of the Development and to continue to comply with each and every Travel Plan for a period ending five years from Occupation of the final Phase of the Development unless otherwise agreed in writing by the Council.
- 7.4 To monitor and review the Travel Plan for each Phase every three years with the first of such reviews taking place one year after the date of implementation of the relevant Travel Plan and to provide the Council with a written report of the review.
- 7.5 To appoint or procure the appointment of the Travel Plan Co-ordinator for each Phase prior to Occupation of any of the Housing Units in that Phase.
- 7.6 To pay the Travel Plan Remedial Sum to the Council Prior to Occupation of Phase 1 of the Development.
- 7.7 Subject to paragraph 3.2 of the Second Schedule, the Owner hereby agrees that if it fails to comply with the terms of the approved Travel Plan for each Phase, the Council shall be entitled to deduct from the Travel Plan Remedial Sum any monies necessary to remedy the breach identified including any reasonable administrative costs and expenses incurred by the Council in remedying the breach.

8. Notification

- 8.1 To give the Council seven (7) working days prior written notice of the occurrence of any of the following:
 - (a) the date of Commencement of Development;
 - (b) the date of Commencement of each Phase;
 - (c) the date of Occupation of any of the Housing Units in each phase;
 - (d) the date of Practical Completion of each Phase;
 - (e) the date of Practical Completion of the first Development Zone within Phase 1B;
 - (f) the anticipated date of Occupation of the Food Store.

9. **Primary School**

- 9.1 Prior to Practical Completion of Phase 1B of the Development to use its reasonable endeavours to identify and secure a Primary School Provider to provide the Primary School.
- 9.2 Not to Occupy more than 75% of the Housing Units in Phase 1B until the Owner has Transferred the Primary School Land to the Primary School Provider on the terms set out in the Sixth Schedule.
- 9.3 To serve the Primary School Notice on the Council on completion of the Transfer referred to in paragraph 9.2.
- 9.4 To include an obligation in the Transfer to the Primary School Provider requiring it:
- (a) to construct and provide the Primary School; and
 - (b) not to Occupy the Primary School until a MUGA has been constructed on the Primary School Land.
- 9.5 If despite using its reasonable endeavours the Owner is unable by the first date of Occupation of any part of Phase 1B to agree terms with a Primary School Provider for the transfer of the Primary School Land and the provision of the Primary School within a timetable acceptable to both parties the Owner shall:
- (a) notify the Council in writing of its inability to agree terms as required; and
 - (b) provide evidence to the Council of the steps taken or efforts made to agree terms with a Primary School Provider; and
 - (c) serve the Option Notice on the Council.
- 9.6 Upon service of the written notice and the Option Notice referred to in paragraphs 9.5 (a) and 9.5 (c) respectively, the obligations in paragraphs 9.1 to 9.4 of this Schedule shall cease to apply.
- 9.7 If the Council serves the Exercise Notice pursuant to paragraph 8.1 of the Second Schedule, the Owner shall Transfer and the Council shall accept the Transfer of the Primary School Land on the terms set out in the Sixth Schedule within 18 (eighteen) months of the date of service of the Exercise Notice.
- 9.8 If the Council does not serve the Exercise Notice on the Owner before the Option Period expires, the Option shall be deemed to have lapsed (unless otherwise extended by agreement of the Parties) and the Owner shall pay the Primary School Contribution to the Council within 2 months of the date of expiration of the Option Period (or the date of expiration of any extension agreed by the Parties).
- 9.9 In the event that the Primary School Land is retransferred to the Owner pursuant to the terms of the Sixth Schedule the Owner shall pay the Primary School Contribution to the Council within 2 (two) weeks of the retransfer.

9.10 In the event that the Primary School Contribution is paid to the Council under paragraphs 9.8 and 9.9 above and a Primary School is not provided on the Primary School Land the Owner shall not Occupy any development on the Primary School Land until a MUGA has been constructed on the Primary School Land.

10. Highway works

10.1 Not to Commence Development of Phase 1B until it has entered into a Highway Agreement with the Council to secure the carrying out of the Green Link Crossing.

10.2 Not to Occupy Phase 1B until the Green Link Crossing has been provided in accordance with the relevant Highway Agreement.

10.3 Not to Commence Development of Phase 1A until a Highway Agreement has been entered into in respect of the Cycle Facilities.

10.4 Not to Commence Development of Phase 1A until a Highway Agreement has been entered into in respect of the Headstone Drive Access Works.

10.5 Not to Occupy Phase 1A until the Cycle Facilities and the Headstone Drive Access Improvements have been provided in accordance with the relevant Highway Agreement.

10.6 To pay the CPZ Monitoring Contribution to the Council prior to first Occupation of Phase 1A of the Development

10.7 Subject to paragraphs 7.2 and 7.3 of the Second Schedule and PROVIDED THAT a CPZ Report is received within three years from the date of Occupation of the final Phase of the Development indicating that the CPZ is required to pay the CPZ Implementation Contribution to the Council within 4 weeks of receipt of the first CPZ Report or within 4 weeks of the expert's determination of the first CPZ Report in the event that the first CPZ Report is referred to an expert.

11. Incubation Space

11.1 To construct the Incubation Space and make it available to a provider of business space prior to Occupation of the Food Store.

11.2 Not to Occupy or allow the Incubation Space to be Occupied until the Incubation Space Management Plan has been submitted to and approved by the Council in writing.

11.3 To implement the approved Incubation Space Management Plan.

12. Jobs and Training Plan

12.1 Not to Commence the Development of any Phase until the proposed Jobs and Training Plan relating to that Phase has been submitted to and approved by the Council in writing.

12.2 To implement and comply with the approved Jobs and Training Plan for each Phase

12.3 To pay to the Council any part of the Employment and Training Contribution identified in the Jobs and Training Plan as a contribution payable to the Council in accordance with the terms set out in that plan.

13. Public Art

13.1 Not to Occupy any Phase of the Development until the Public Art Strategy for that Phase has been submitted to and approved by the Council in writing.

13.2 To implement the approved Public Art Strategy for each Phase in accordance with the timetable included within the Public Art Strategy.

14. Community Centre Land

14.1 To landscape the Community Centre Land in accordance with the Landscaping Scheme prior to:

- (a) Practical Completion of Phase 1A of the Development; and
- (b) the transfer referred to in paragraph 14.2 below.

14.2 Not to Occupy Phase 1A of the Development until the Owner has Transferred the Community Centre Land to the Community Centre Nominee (or the Council) on the terms set out in the Seventh Schedule.

14.3 If the Transfer of the Community Centre Land has not occurred within 6 months of the date the Owner first offered to Transfer it to the Community Centre Nominee or the Council, the Owner shall serve a written notice to that effect on the Council such notice to include:

- (a) evidence of the date on which the offer to Transfer the Community Centre Land to the Community Centre Nominee or the Council was first made; and
- (b) evidence that the failure to Transfer the Community Centre Land to the Community Centre Nominee or the Council has not arisen as a result of default on the part of the Owner.

14.4 From the date two weeks after the Owner serves the notice in paragraph 14.3 on the Council, the occupancy restriction in paragraph 14.2 shall cease to apply unless the Council has within that period served a counter notice disputing the information provided in the Owner's notice.

14.5 In the event that the Council serves a counter notice on the Owner, the occupancy restriction in paragraph 14.2 shall continue to apply until the parties resolve the dispute either by agreement or a decision is made in favour of the Owner by an expert appointed under clause 14 of this Deed and from the date of that decision the occupancy restriction shall cease to apply SAVE THAT the obligation to Transfer the Community Centre Land to the first Community Centre Nominee or another Community Centre Nominee shall remain until the date of Practical Completion of Phase 3 at which point the obligation will cease to be binding on the Owner.

- 14.6 Unless otherwise agreed by the Owner (such agreement not to be unreasonably delayed or denied), in the event that Commencement of Development of the Community Centre has not occurred within five years of the date of the Transfer of the Community Centre Land or the Community Centre has not been Practically Completed within seven years of the date of the Transfer (whichever is the later) the transferee or its successor in title shall transfer the Community Centre Land to the Owner in the same condition as it was originally transferred to the Owner.

SECOND SCHEDULE

Council's Covenants

The Council hereby covenants with the Owner as follows:

1. Use and repayment of Contributions

- 1.1 To spend (or commit for expenditure) all the Contributions solely for the purposes specified in this Deed for which the Contributions are paid by the Owner or for such other purposes for the benefit of the Development as the Council and the Owner shall agree.
- 1.2 If requested by the Owner in writing, to provide detailed evidence of what every part of the Contributions expended at that date have been spent on until all Contributions have been spent (or committed for expenditure) or returned SAVE THAT not more than one request shall be made in any calendar year.
- 1.3 If any part of the Contributions has not been expended (or committed for expenditure) within the period specified in the table below, the Council shall return any unexpended part of the Contributions together with any interest accrued thereon to the person who made that payment or a successor entity or anyone appointed by them (as appropriate) (notwithstanding that that person may no longer have an interest in the Land) within a period of two months of receipt of a written notice from that person requesting a refund:

Contribution	Period
Access Contribution	5 years from the date of payment
Bus Countdown Contribution	5 years from the date of payment
Bus Stop Contribution	3 years from the date of payment
Greenhill Way Contribution	5 years from the date of payment
Headstone Manor Reed Bed Contribution	5 years from the date of payment
Highways Works Contribution	6 years from the date of payment of the Advance Sum
Pedestrian Contribution	5 years from the date of payment
Wayfinding Contribution	5 years from the date of payment
Bannister Sports Centre Contribution	5 years from the date of payment
Bus Service Contribution	5 years from the date of payment
Cecil Road Contribution	5 years from the date of payment
Headstone Manor Recreation Contribution	5 years from the date of payment
High Street Contribution	5 years from the date of payment

Leisure Contribution	5 years from date of final payment
Signage Contribution	5 years from the date of payment
Underpass Contribution	5 years from the date of payment
Education Contribution	5 years from the date of payment
Primary School Contribution	5 years from the date of payment
Headstone Manor Improvements Contribution	5 years from the date of payment
Town Centre Contribution	5 years from the date of payment

1.4 To use the Affordable Housing Commuted Sum solely for the provision of Affordable Housing in the Council's administrative area.

2. **Highways Works Contribution**

2.1 To use the Advance Payment to finance preparation of (or to commission) the Design Scheme within 12 months of the date of payment of the Advance Sum.

2.2 To let a contract for the carrying out of the Highway Works within three years from the date of payment of the Advance Sum.

2.3 To serve the Highway Works Notice within two weeks of letting a contract for the Highway Works and to provide the Owner with a copy of the contract.

2.4 Where the Owner has served a Highways Works Counter Notice on the Council in accordance with paragraph 5.3 of the First Schedule the Council shall not let a contract for the Highway Works.

2.5 To use reasonable endeavours to carry out and complete the Highway Works in accordance with the Design Scheme within three years from the date of receipt of payment of the remainder of the Highways Works Contribution pursuant to paragraph 5.2 of the First Schedule.

2.6 In the event that the Design Scheme has not been finalised by the date the Owner serves a Highway Works Counter Notice on the Council under paragraph 5.3 of the First Schedule, to pay to the Owner any part of the Advance Payment which remains unspent at the date of that notice together with any interest thereon.

3. **Travel Plan Remedial Sum**

3.1 To deposit the Travel Plan Remedial Sum in an interest bearing account with a UK clearing bank and to credit all interest earned to the said account.

3.2 Before deducting any sums from the Travel Plan Remedial Sum pursuant to paragraph 7.7 of the First Schedule, to give the Owner:

- (a) written notice of the matters which constitute a breach by the Owner of its obligations under the relevant Travel Plan; and
- (b) no less than one month (unless otherwise agreed by the Parties) to remedy the said breach (or breaches) identified by the Council.

3.3 To repay any unexpended part of the Travel Plan Remedial Sum (or such part has not been committed for expenditure) on the date five years from the date of Occupation of the final Phase of the Development.

4. **Payment to TfL**

Not to pay any part of the Contributions to Transport for London until it has received a written undertaking from Transport for London that it will use such part of the Contributions paid only for the relevant purposes specified in this Deed.

5. **Review**

To approve any Affordable Housing Appraisal submitted in accordance with paragraphs 1.6 and 1.9 of the First Schedule or indicate that it does not agree with the conclusions of the Affordable Housing Appraisal within 6 weeks of receipt of the relevant Affordable Housing Appraisal.

6. **Notification**

6.1 To serve:

- (a) any necessary Transfer Counter Notice on the Owner no later than two weeks from the date of receipt of the First Transfer Notice;
- (b) a Self Build Notice on the Owner within 8 (eight) weeks of approval of the Affordable Housing Scheme for a Phase in which a Self Build Plot or Self Finish Unit is located.

7. **CPZ Report**

7.1 From the date of first Occupation of each Phase of the Development, to monitor and assess the extent to which that Phase (whether in isolation or cumulatively with other Occupied Phases) impacts upon the parking capacity within the CPZ Area.

7.2 If the monitoring exercise undertaken pursuant to paragraph 7.1 of this Schedule confirms that measures are required to mitigate any negative impact on parking capacity identified, to prepare (or commission preparation of) the CPZ Report for the relevant Phase and submit the same to the Owner.

7.3 In the event that the Owner disagrees with the analysis and conclusions in any CPZ Report submitted by the Council, either party may refer the relevant CPZ Report to an expert appointed pursuant to clause 14 of this Deed.

- 7.4 To use the CPZ Implementation Contribution solely for funding all proper and reasonably incurred costs of public consultation analysis reporting and implementation of the CPZ or other general parking control measures identified in a relevant CPZ Report.
- 7.5 If at the end of a period of three years from the date of Occupation of the final Phase of the Development all or any part of the CPZ Monitoring Contribution and CPZ Implementation Contribution have not been spent or committed for expenditure, to refund such unexpended sum together with any Interest accrued thereon within two months of receiving a written request from the Owner to do so.

8. **Exercise of Option**

The Council may exercise the Option at any time during the Option Period by serving the Exercise Notice on the Owner.

9. **Contribution Review Mechanism**

If requested by the Owner, the Council (exercising its absolute discretion) may vary the triggers and/or period for payment of any or all of the contributions set out in paragraphs 3 and 4 of the First Schedule in the manner agreed between the Parties.

THE THIRD SCHEDULE

Draft Decision Notice

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**TOWN & COUNTRY PLANNING ACT 1990
GRANT/APPROVE SUBJECT TO LEGAL AGREEMENT**

Ref: P/3405/11

With reference to the application received on 12 December 2011 accompanied by Drawing(s) : HV(00)AP101 (14.05.2012), HV(00)AP102 (14.05.2012), HV(00)AP103 (14.05.2012), HV(00)AP104 (14.05.2012), HV(00)AP105 (14.05.2012), HV(00)AP106 (14.05.2012), HV(00)AP106A, HV(00)AP001, HV(00)AP002, HV(00)AP003 (20.03.2012), HV(00)AP004, Design Guidelines (May 2012), Development Specification (March 2012).

For: Outline planning application for a comprehensive, phased, mixed use development of land at Harrow View and Headstone Drive, as set out in the Development Specification (March 2012). The development comprises the demolition of existing buildings and structures (with the exception of the chimney and part of powerhouse) and redevelopment of the site for a mix of uses comprising business and employment uses (within Use Classes B1(a), B1(b), B1(c), B2 and B8 (up to 35,975sqm); residential dwellings (within Use Class C3 (up to 985 units); student accommodation (Sui Generis use (up to 220 units); senior living accommodation (within Use Class C2); assisted living care home (within Use Class C2) (total C2 uses up to 9,300sqm); retail and restaurant uses (within Use Classes A1, A2, A3, A4 and A5 (up to 5,000sqm); commercial leisure uses (Use Class D2); community uses (Use Class D1); health centre (Use Class D1); a primary school (Use Class D1) (total D1/D2 uses up to 8,830sqm); energy centre (Sui Generis use (up to 4,500sqm); together with new streets and other means of access and circulation; highway improvements; associated parking; re-profiling of site levels; utilities diversions and connections; open space; landscaping and ancillary development including infrastructure, works and facilities.

At: The Kodak Site (Harrow View & Headstone Drive);, land at the Kodak factory;,, former sports ground (Zoom Leisure); and, highway land at Headstone Drive & Harrow View.

HARROW COUNCIL, the Local Planning Authority,
GRANTS/APPROVE Subject to legal agreement and the following Condition(s):

1	<p>The development shall be begun not later than three years from the date of this permission or two years from the final approval of the first Reserved Matters application, whichever is the later.</p> <p>Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).</p>
2	<p>Approval of the details shown below (the Reserved Matters) for each phase of development shall be obtained from the local planning authority in writing before any development in that phase is commenced:</p> <ul style="list-style-type: none"> a) layout b) scale c) appearance d) access e) landscaping <p>Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).</p>
3	<p>No later than twelve years following the date of this permission, an application or applications shall have been submitted to the local planning authority for the approval of Reserved Matters in respect of all the built accommodation in the development hereby permitted.</p> <p>Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).</p>
4	<p>No Reserved Matters approval shall be implemented more than twelve years from the date of this permission or two years from the date of the final approval of any Reserved Matters application, whichever is the later.</p> <p>Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).</p>
5	<p>Notwithstanding the phasing of the development hereby approved, a Phasing Strategy shall be submitted to, and approved in writing by, the local planning authority prior to commencement of each phase of the development hereby permitted. This document shall also explain how:</p> <ul style="list-style-type: none"> (a) the energy centre hereby approved is to be brought forward as part of phase 1 of the development; and (b) the proposed community centre in Zone A, phase 1A (serviced land)

	<p>and community centre/cafe/chimney in Zone F, phase 3, are to be safeguarded and provided.</p> <p>The Phasing Strategy shall be implemented as approved.</p> <p>Reason: To ensure that the development contributes adequately towards the mitigation of the impacts of the development in terms of education, community facilities and sustainable energy generation, in line with the principles set out in the approved Energy Statement, in accordance with the NPPF, London Plan (2011) policies 3.18, 5.2, 5.3, 5.5, 5.6, 5.7, 5.10 and 5.11, Core Strategy (2012) policy CS1 and the Harrow and Wealdstone Area Action Plan (Pre-Submission Consultation Draft).</p>
6	<p>Prior to commencement of each phase of the development hereby permitted, a plan linking the delivery of employment floorspace (use classes B1, B2 and B8) to the completion of residential units within the development shall be submitted and approved in writing by the local planning authority. This plan shall be implemented as approved and reviewed every two years following initial approval.</p> <p>Reason: To ensure that an appropriate minimum amount of employment space is provided as part of the development in order to maximise the delivery of employment opportunities, in line with the requirements of London Plan (2011) policy 2.17, Core Strategy (2012) policy CS1 and the Harrow and Wealdstone Area Action Plan (Pre-Submission Consultation Draft).</p>
7	<p>The development hereby permitted shall be carried out in accordance with the following approved plans and documents:</p> <ul style="list-style-type: none"> - Parameter Plans: HV(00)AP101 (14.05.2012), HV(00)AP102 (14.05.2012), HV(00)AP103 (14.05.2012), HV(00)AP104 (14.05.2012), HV(00)AP105 (14.05.2012), HV(00)AP106 (14.05.2012) and HV(00)AP106A. - Application Plans: HV(00)AP001, HV(00)AP002, HV(00)AP003 (20.03.2012) and HV(00)AP004. - Design Guidelines (May 2012). - Development Specification (March 2012). <p>Reason: For the avoidance of doubt and in the interests of proper planning.</p>
8	<p>Applications for approval of Reserved Matters submitted pursuant to this permission relating to layout, scale, appearance and landscaping shall be accompanied by an urban design report which explains the approach to the design and how it addresses the relevant Design Guidelines. This document should also include measures to minimise the risk of crime in a visually acceptable manner and meet the specific security needs of that phase of</p>

	<p>development.</p> <p>Reason: To ensure good design throughout the development in line with the principles set out in the approved Design Guidelines (May 2012), including protection of the setting of Headstone Manor and the character and appearance of the wider area, including local views, in accordance with the Environmental Impact Assessment, in line with the objectives of the NPPF, London Plan (2011) policies 7.4, 7.5, 7.6 and 7.8, Core Strategy (2012) policy CS1, the Harrow and Wealdstone Area Action Plan (Preferred Option Consultation), saved UDP policies D4, D9 and D11 and Section 17 of the Crime & Disorder Act 1998.</p>
9	<p>Applications for approval of Reserved Matters submitted pursuant to this permission relating to layout, scale and appearance shall be accompanied by a detailed Energy Strategy. The Energy Strategy shall explain:</p> <ul style="list-style-type: none"> (a) how the proposed building design(s) realise(s) opportunities to include design and technology energy efficiency measures; (b) the reduction in carbon emissions achieved through these building design and technology energy efficiency measures, compared with the emissions permitted under the national Building Regulations prevailing at the time the application(s) for approval of Reserved Matters are submitted; (c) the specification for any green and/or brown roofs; (d) how energy shall be supplied to the building(s), highlighting: <ul style="list-style-type: none"> i. how the building(s) relate(s) to the site-wide strategy for district heating incorporating tri-generation from distributed combined heat and power; and ii. any other measures to incorporate renewables. (e) how the building(s) have been designed to achieve at least the minimum requirement under BREEAM or Code for Sustainable Homes (or an equivalent assessment method and rating) prevailing at the time the application(s) for approval of Reserved Matters are submitted. <p>Reason: To ensure that the development contributes to climate change mitigation by meeting the highest standards of sustainable design and construction and achieving an adequate reduction in carbon dioxide emissions from onsite renewable generation, in accordance with the Environmental Impact Assessment, in line with the principles set out in the approved Energy Statement, in accordance with the NPPF, London Plan (2011) policies 5.2, 5.3, 5.5, 5.6, 5.7, 5.10 and 5.11, Core Strategy (2012) policy CS1 and the Harrow and Wealdstone Area Action Plan (Pre-Submission Consultation Draft).</p>
10	<p>Applications for approval of Reserved Matters submitted pursuant to this</p>

	<p>permission relating to layout, scale, appearance and landscaping of the public realm shall be accompanied by a detailed Ecology and Biodiversity Strategy. The Ecology and Biodiversity Strategy shall explain:</p> <p>(a) the incorporation of bird boxes, bat roosts and other wildlife features on buildings;</p> <p>(b) the creation of wildlife habitats within the public realm, integrated into the detailed SUDS designs (i.e. standing and running water, grassland, log piles, green/brown roofs); and</p> <p>(c) the management arrangements for these features.</p> <p>Reason: To ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the Environmental Impact Assessment, in accordance with the NPPF, London Plan (2011) policy 7.19, Core Strategy (2012) policy CS1, the Harrow and Wealdstone Area Action Plan (Preferred Option Consultation) and saved UDP policy EP26.</p>
11	<p>Applications for approval of Reserved Matters submitted pursuant to this permission shall be accompanied by a detailed Construction Environmental Management Plan (CEMP). This document shall explain or include:</p> <p>(a) the proposed Best Practice Measures (BPM) to be implemented during construction to suppress dust and minimise noise and vibration associated with demolition/building works;</p> <p>(b) a full detailed noise and vibration assessment;</p> <p>(c) the measures proposed to reduce and remove risks to the water environment and reduce flood risk during construction;</p> <p>(d) a full Construction Logistics Plan, which demonstrates how the impact of construction vehicles would be minimised;</p> <p>(e) details of proposed hours of work for construction activity; and</p> <p>(f) a summary of how the measures proposed address the mitigation identified in the Environmental Impact Assessment.</p> <p>Reason: To ensure that the likely impacts on the highway network and amenities of neighbouring occupiers from noise, vibration, dust, pollution and traffic congestion during the construction phase of the development are minimised, in accordance with the Environmental Impact Assessment, in accordance with the NPPF, London Plan (2011) policies 6.3, 7.14 and 7.15, Core Strategy (2012) policy CS1 and saved UDP policy EP25.</p>
12	<p>Applications for approval of Reserved Matters submitted pursuant to this permission relating to layout, scale and appearance (excluding where housing is not proposed) shall be accompanied by a detailed Housing Schedule. This document shall explain:</p> <p>(a) the type and mix of units proposed;</p>

	<p>(b) whether the units are to be provided as affordable or not and if so what tenure;</p> <p>(c) the gross internal floor areas of each dwelling; and</p> <p>(d) the number, mix and tenure of all residential units known at the time of submission of the reserved matter.</p> <p>Reason: To ensure that the development provides an appropriate mix and quality of housing, as well as providing an appropriate amount and mix of affordable housing having regard to the relevant viability assessment, in accordance with the NPPF, London Plan (2011) policies 3.5, 3.8 and 3.12, Core Strategy (2012) policy CS1 and the Harrow and Wealdstone Area Action Plan (Pre-Submission Consultation Draft).</p>
13	<p>Applications for approval of Reserved Matters submitted pursuant to this permission relating to layout and scale shall be accompanied by a detailed Daylight and Sunlight Assessment. This document shall explain:</p> <p>(a) the impact of the proposed development on daylight and sunlight to neighbouring properties;</p> <p>(b) the impact of the proposed development on daylight and sunlight to properties within the development itself;</p> <p>Reason: To ensure that the development has an acceptable impact on neighbouring residents and future occupiers in terms of daylight and sunlight, in line with the recommendations set out in the submitted Daylight Sunlight report, in accordance with saved UDP policy D5.</p>
14	<p>Applications for approval of Reserved Matters submitted pursuant to this permission relating to layout and landscaping shall be accompanied by a detailed Surface Water Drainage Strategy. This document shall explain:</p> <p>(a) the proposed use of Sustainable Urban Drainage Systems (SUDS) to manage surface water run-off, including the provision of soakaways, infiltration trenches, permeable pavements, grassed swales, ponds and wetlands;</p> <p>(b) surface water attenuation, storage and disposal works, including relevant calculations;</p> <p>(c) works for the disposal of sewage associated with the development.</p> <p>Reason: To ensure that the development has adequate drainage facilities, to reduce and mitigate the effects of flood risk, in accordance with the Environmental Impact Assessment, in line with the recommendations of Core Strategy (2012) policy CS1 and the NPPF.</p>
15	<p>Applications for approval of Reserved Matters submitted pursuant to this</p>

	<p>permission relating to layout, access and landscaping shall be accompanied by a detailed Accessibility Strategy. This document shall explain:</p> <p>(a) how the proposed public realm areas would be accessible to all, including details of finished site levels, surface gradients and lighting;</p> <p>(b) how each non-residential building would be accessible to all, including details of level access and internal accommodation arrangements;</p> <p>(c) that each of the residential dwellings would comply with Lifetime Homes standards, with 10% Wheelchair Homes compliance.</p> <p>Reason: To ensure that the development is accessible and inclusive to all, in line with the recommendations of London Plan (2011) policies 3.8 and 7.2, Core Strategy (2012) policy CS1 and the Harrow and Wealdstone Area Action Plan (Preferred Option Consultation).</p>
16	<p>Applications for approval of Reserved Matters submitted pursuant to this permission relating to layout, access, appearance and landscaping shall be accompanied by a detailed Lighting Strategy in line with the Code of Practice for the Reduction of Light Pollution issued by the Institute of Lighting Engineers. This document shall explain:</p> <p>(a) the lighting proposed for public realm areas and streets, including relevant justification;</p> <p>(b) the proposed external building lighting.</p> <p>Reason: To ensure that the development is adequately lit in order to minimise the risk and fear of crime, whilst ensuring that the proposed lighting would not unduly impact on local character, amenity or biodiversity, in line with the recommendations of London Plan (2011) policies 7.3 and 7.19, Core Strategy (2012) policy CS1 and the Harrow and Wealdstone Area Action Plan (Preferred Option Consultation).</p>
17	<p>Applications for approval of Reserved Matters submitted pursuant to this permission relating to layout, access and landscaping shall be accompanied by a detailed Refuse Strategy. This document shall explain:</p> <p>(a) the storage and disposal arrangements for refuse and waste associated with private buildings, including vehicular access thereto;</p> <p>(b) the storage and disposal arrangements for refuse and waste associated with proposed public realm areas, including vehicular access thereto;</p> <p>(c) the hours of proposed waste collection; and</p> <p>(d) the proposed Waste Management Plan for public realm areas.</p> <p>Reason: To ensure that adequate refuse storage and disposal facilities are provided, in the interests of local character and amenity, in line with the recommendations of Core Strategy (2012) policy CS1 and the Harrow and Wealdstone Area Action Plan (Preferred Option Consultation).</p>

18	<p>Applications for approval of Reserved Matters submitted pursuant to this permission relating to layout, scale and appearance (excluding phase 1B) shall be accompanied by a detailed Noise and Vibration Mitigation Strategy. This document shall explain noise attenuation measures for the proposed uses, including noise barriers, specified glazing and ventilation and orientation/layout of buildings and amenity areas.</p> <p>Reason: To ensure that the new buildings in the development have adequate provision against noise and vibration from existing sources and new sources within the development, in accordance with the Environmental Impact Assessment, in line with the recommendations of the NPPF, London Plan (2011) policy 7.15, Core Strategy (2012) policy CS1 and saved UDP policy EP25.</p>
19	<p>Applications for approval of Reserved Matters submitted pursuant to this permission shall be accompanied by a detailed Arboricultural Report. This document shall explain how the trees outlined in purple on the Application Plan HV(00)AP003 (20.03.2012) are to be retained, together with measures for their protection during the course of the development. If any trees outlined in purple on the Application Plan HV(00)AP003 (20.03.2012) are to be removed, lopped or topped, a full justification must be provided within the Arboricultural Report. This document shall also explain the total numbers of trees to be removed, together with details of proposed replacement tree planting, to ensure an overall increase in the number of trees across the site.</p> <p>Reason: To safeguard the character and appearance of the area and to enhance the appearance of the development, in line with the requirements of London Plan (2011) policy 7.21, Core Strategy (2012) policy CS1 and saved UDP policy D10.</p>
20	<p>Applications for approval of Reserved Matters submitted pursuant to this permission relating to layout and landscaping shall explain the approach to the landscaping of the specific part of the site in relation to the landscape principles set out in the Design and Access Statement and Design Guidelines, including planting plans, a schedule of plants, including plant sizes and proposed numbers, as well as details of hard landscape materials, boundary treatments and street furniture.</p> <p>Reason: To safeguard the character and appearance of the area and to enhance the appearance of the development, in accordance with the Design and Access Statement and Design Guidelines, in line with the requirements of Core Strategy (2012) policy CS1, saved UDP policy D9 and the Harrow and Wealdstone Area Action Plan (Preferred Option Consultation).</p>
21	<p>Applications for approval of Reserved Matters submitted pursuant to this</p>

	<p>permission relating to layout and access shall be accompanied by a detailed Transport Strategy. This document shall explain:</p> <ul style="list-style-type: none"> (a) a detailed Parking Management Strategy for that part of the development (including car club provision); (b) details of cycle parking provision for each of the proposed uses; (c) details electric car charging points; (d) details of pickup and drop off facilities for the primary school (in applications relating to the primary school only); (e) details of motorcycle and scooter parking; (f) details of pedestrian and cycle routes throughout that part of the scheme and how this relates to the overall site-wide approach as set out in the Design Guidelines; (g) details of pedestrian and vehicle signage and wayfinding within the development; (h) details of enforcement procedures for parking offences on unadopted roads; (i) a full multi-storey car park management plan where applicable; (j) a summary of how the approach relates to the original Transport Assessment; and (k) a summary of how the proposed Strategy relates to the Travel Plan to be submitted under the S.106 agreement. <p>Reason: To ensure that adequate levels of parking are proposed, that sustainable means of transport are encouraged and to ensure that no unacceptable increase in traffic movements result, in line with the recommendations of the Transport Assessment and Environmental Impact Assessment, in accordance with the NPPF, London Plan (2011) policies 6.3 and 6.13, Core Strategy (2012) policy CS1 and saved UDP policy T6.</p>
22	<p>Applications for approval of Reserved Matters submitted pursuant to this permission relating to layout, scale, appearance and landscaping of Development Zones C, J, L, Q, R, S and T as shown on Plan HV(00)AP102 shall be accompanied by a detailed Heritage Impact Assessment. This document shall explain how the proposed development addresses the setting and special interest of the heritage assets adjoining these zones</p> <p>Reason: To ensure that the development preserves or enhances the setting and special interest of heritage assets on the site and elsewhere, in accordance with the Environmental Impact Assessment, in accordance with the NPPF, London Plan (2011) policy 7.8, Core Strategy (2012) policy CS1 and saved UDP policy D11 and D14.</p>
23	<p>Applications for approval of Reserved Matters submitted pursuant to this permission shall be accompanied by a detailed Levels Plan. This document</p>

	<p>shall explain details of the levels of the buildings, roads and footpaths in relation to the adjoining land and highway(s), and any other changes proposed in the levels of the site.</p> <p>Reason: To ensure that the works are carried out at suitable levels in relation to the highway and adjoining properties in the interests of the amenity of neighbouring residents, the appearance of the development, drainage, gradient of access and land contamination, in accordance with the Environmental Impact Assessment, in accordance with the NPPF, London Plan (2011) policy 5.21, Core Strategy (2012) policy CS1 and saved UDP policy EP12.</p>
24	<p>Prior to the commencement of the development hereby permitted, a detailed Open Space Strategy for the provision of open space on completion of phase 1 of the development shall be submitted and approved by the local planning authority. The proposed open space should be at least 52,310sqm in area and, where the open space does not form part of the permanent areas of public realm (dealt with under the requirements of condition 20) the Strategy shall be accompanied by full details of the proposed approach to the landscaping of the temporary open space, including planting plans, a schedule of plants, including plant sizes and proposed numbers, as well as details of hard landscape materials, boundary treatments and street furniture. The Strategy should set out the delivery of the required open space as part of phase 1 of the development. Phase 1 of the development shall be carried out in accordance with the Open Space Strategy and thereafter retained until either completion of the open space in phase 3 of the development or the submission and approval of revisions to the approved strategy in subsequent phases of the development.</p> <p>Reason: To ensure adequate re-provision of open space within the development, to safeguard the character and appearance of the area and to enhance the appearance of the development, in accordance with the Design and Access Statement and Design Guidelines, in line with the requirements of Core Strategy (2012) policy CS1, saved UDP policy D9 and the Harrow and Wealdstone Area Action Plan (Pre-Submission Consultation Draft).</p>
25	<p>Prior to first occupation of any phase of the development hereby permitted, a Public Realm Management Plan shall be submitted and approved by the local planning authority for that phase of development. This document shall include:</p> <ul style="list-style-type: none"> (a) details of the contractual arrangement between the developer and the management company; (b) details of a scheme for waste management in the public realm;

	<p>(c) details of proposals for landscape management in the public realm, including long term objectives, responsibilities and maintenance schedules for all public realm areas; and</p> <p>(d) a maintenance and management plan for the non-adopted drains and SUDS systems.</p> <p>The Public Realm Management Plan shall be implemented as approved, unless otherwise agreed in writing by the local planning authority.</p> <p>Reason: To ensure that the public realm within the development is maintained to an adequate standard, to safeguard the character and appearance of the area and to enhance the appearance of the development, in accordance with the Design and Access Statement and Design Guidelines, in line with the requirements of Core Strategy (2012) policy CS1, saved UDP policy D9 and the Harrow and Wealdstone Area Action Plan (Pre-Submission Consultation Draft).</p>
26	<p>The maximum amount of sales floorspace in the proposed food store hereby permitted shall not exceed 2,800sqm net (net floorspace means the sales area within the building (i.e. all internal areas accessible to the customer), but excluding checkouts, lobbies, concessions, restaurants, customer toilets and walkways behind the checkouts).</p> <p>Reason: In the interests of the vitality and viability of nearby shopping centres and neighbourhood parades, in line with the requirements of the NPPF and London Plan policy 4.7.</p>
27	<p>The maximum amount of comparison sales floorspace permitted in the proposed food store hereby permitted shall not exceed 560sqm net (convenience goods are defined as goods in the following COICOP categories: food and non-alcoholic beverages, tobacco, alcoholic beverages, newspapers and periodicals, non-durable household goods; (comparison goods are defined as goods in the following COICOP categories: clothing materials and garments, shoes and other footwear, materials for maintenance and repair of dwellings, furniture and furnishings, carpets and other floor coverings, household textiles, major household appliances (whether electric or not), small electric household appliances, tools and miscellaneous accessories, glassware, tableware and household utensils, medical goods and other pharmaceutical products, therapeutic appliances and equipment, bicycles, recording media, games, toys and hobbies, sport and camping equipment, musical instruments, gardens, plants and flowers, pets and related products, books and stationary, audio-visual, photographic and information processing equipment, appliances for personal care, jewellery, watches and clocks, other personal effects).</p> <p>Reason: In the interests of the vitality and viability of nearby shopping</p>

	centres and neighbourhood parades, in line with the requirements of the NPPF and London Plan policy 4.7.
28	<p>The food store hereby permitted shall not include the following concessions or franchises: a post officer counter, hairdressers/barbers, dry cleaners, bank or optician.</p> <p>Reason: In the interests of the vitality and viability of nearby shopping centres and neighbourhood parades, in line with the requirements of the NPPF and London Plan policy 4.7.</p>
29	<p>Before the commencement of any use within Class B2 within the development hereby permitted a scheme shall be agreed with the local planning authority which specifies the provisions to be made for the control of noise and vibration emanating from that B2 use.</p> <p>The scheme shall ensure that the total rating level of the noise emitted from the combined B2 uses within the site shall not exceed the existing background noise levels determined to be LA90 48.7dB during weekday daytimes (07.00 hours to 23.00 hours Monday to Friday inclusive) and LA90 46.8dB at any other time. The noise levels shall be determined at the nearest noise-sensitive premises within zone J of the proposed development. The measurements and assessment shall be made according to BS 4142:1997.</p> <p>Reason: To ensure that occupiers of the new buildings in the development would not experience undue noise and disturbance from the proposed B2 uses, in accordance with the Environmental Impact Assessment, in line with the recommendations of the NPPF, London Plan (2011) policy 7.15, Core Strategy (2012) policy CS1 and saved UDP policy EP25.</p>
30	<p>No vehicle access (except emergency access as may be required) shall be provided to any development approved on the Harrow View West site from Fairfield Drive, Edward Road or Sidney Road at any time. Prior to commencement of phase 1B of the development hereby approved, a scheme to prevent vehicle access from these roads (e.g. bollards or barriers) shall be submitted and approved in writing by the local planning authority. The scheme shall be implemented as approved prior to occupation of any property in phase 1B and thereafter retained.</p> <p>Reason: To accord with the Transport Assessment, Development Specification and Parameter Plans and to ensure that neighbouring occupiers do not experience an unforeseen increase in traffic movements, in line with the recommendations of the NPPF, London Plan (2011) policy 6.3, Core Strategy (2012) policy CS1 and saved UDP policy T6.</p>

31	<p>A) No development shall take place in each development phase until the applicant has secured the implementation of a programme of archaeological mitigation in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the local planning authority in respect of that phase.</p> <p>B) No development or demolition shall take place in each development phase other than in accordance with the Written Scheme of Investigation approved under Part (A).</p> <p>C) Each phase of development shall not be occupied until the site investigation and post investigation assessment for that phase has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (A), and the provision made for analysis, publication and dissemination of the results and archive deposition has been secured.</p> <p>Reason: Heritage assets of archaeological interest survive on the site. The planning authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development, in accordance with the Environmental Impact Assessment and recommendations given by the borough, the NPPF, London Plan policy 7.8 and Core Strategy policy CS1.</p>
32	<p>A) No development shall take place in each development phase until the applicant has secured the implementation of a programme of archaeological recording of the standing historic buildings in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the local planning authority in respect of that phase.</p> <p>B) No development or demolition shall take place in each development phase other than in accordance with the Written Scheme of Investigation approved under Part (A).</p> <p>C) Each phase of development shall not be occupied until the site investigation and post investigation assessment for that phase has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (A), and the provision made for analysis, publication and dissemination of the results and archive deposition has been secured.</p> <p>Reason: Heritage assets of archaeological interest survive on the site. The planning authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development, in accordance with the Environmental Impact Assessment and recommendations given by the borough, the NPPF, London Plan policy 7.8 and Core Strategy policy CS1.</p>

33	<p>Prior to the commencement of each phase of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the local planning authority), the following components of a scheme to deal with the risks associated with contamination of that part of the site shall each be submitted to and approved, in writing, by the local planning authority:</p> <ol style="list-style-type: none"> 1) A site investigation scheme, based on the Preliminary Risk Assessment, to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site. 2) The results of the site investigation and detailed risk assessment referred to in (1) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken. 3) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (2) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. <p>Any changes to these components require the express consent of the local planning authority. The scheme shall be implemented as approved.</p> <p>Reason: To protect groundwater and future end users of the site, in accordance with the Environmental Impact Assessment and in line with the requirements of the NPPF and London Plan policy 5.21. Information submitted so far has identified contaminants on site and further work has been proposed which needs to be completed.</p>
34	<p>Prior to occupation of buildings in each phase of development, a verification report demonstrating completion of the works set out in the approved remediation strategy for that phase and the effectiveness of the remediation shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a 'long-term monitoring and maintenance plan') for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the local planning authority. The long-term monitoring and maintenance plan shall be implemented as approved.</p> <p>Reason: To protect groundwater and future end users of the site, in accordance with the Environmental Impact Assessment and in line with the requirements of the NPPF and London Plan policy 5.21. This condition ensures that any verification works identified in the plan are successfully</p>

	carried out.
35	<p>Piling of any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.</p> <p>Reason: To protect groundwater and future end users of the site, in accordance with the Environmental Impact Assessment and in line with the requirements of the NPPF and London Plan policy 5.21. Piling, to facilitate building foundations, has the potential to create a pathway between contaminated shallow soils and deeper geological formations and aquifers.</p>
36	<p>In the event that contamination is found at any time when carrying out the approved development that was not previously identified this must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must then be prepared. If remediation is required, a remediation scheme must be prepared, for the approval in writing of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be prepared for, and approved in writing by the Local Planning Authority.</p> <p>Reason: To protect groundwater and future end users of the site, in accordance with the Environmental Impact Assessment and in line with the requirements of the NPPF and London Plan policy 5.21.</p>
37	<p>The development permitted by this planning permission shall only be carried out in accordance with the approved FRA, dated December 2011 reference C-RPT-HVD003 Version 5 by Halcrow Group Limited, and the following mitigation measures detailed within the FRA:</p> <ol style="list-style-type: none"> 1) Limit surface water run-off to greenfield run-off rates for all storm events up to and including the 1 in 100 year storm event, with an appropriate allowance for climate change. 2) Provide of on site surface water storage to accommodate all events up to and including the critical duration 1 in 100 year storm event, with an allowance for climate change. 3) Achieve surface water storage using sustainable drainage techniques including green roofs, ponds, swales and permeable paving. <p>Reason: To ensure surface water flood storage is achieved using appropriate sustainable drainage techniques. To also prevent flooding on site and elsewhere by ensuring the satisfactory storage of/disposal of surface water from the site, in accordance with the Environmental Impact Assessment and in line with the NPPF and Core Strategy policy CS1.</p>

38	<p>Prior to the commencement of development in phase 1B a scheme for the provision and safeguarding of a five metre buffer zone alongside the Yeading Brook Headstone Park Branch shall be submitted to and agreed in writing by the local planning authority. Thereafter the development shall be carried out in accordance with the approved scheme and any subsequent amendments shall be agreed in writing with the local planning authority. The scheme shall include:</p> <ul style="list-style-type: none"> - Plans showing the extent and layout of the buffer zone adjacent to the length of the Yeading Brook Headstone Park Branch. - Details of the native species planting scheme. - Details demonstrating how the buffer zone will be protected during development and managed/maintained over the longer term. - Details of any footpaths, fencing, lighting etc. <p>Reason: To protect and enhance the ecological value of the watercourse and its corridor. An undeveloped buffer zone adjacent to a watercourse corridor is supported by Harrow's Strategic Flood Risk Assessment (SFRA) (section 9.3 and table 10). River restoration is supported within the SFRA and London Plan policy 7.28.</p>
39	<p>No demolition of buildings or removal of trees or shrubs shall take place between the months of February to September inclusive, unless otherwise agreed in writing by the local planning authority.</p> <p>Reason: To protect breeding birds and safeguard the ecology and biodiversity of the area, in accordance with the Environmental Impact Assessment and in line with the requirements of the NPPF, London Plan policy 7.19 and Core Strategy policy CS1.</p>
40	<p>No demolition of buildings or removal of trees or shrubs shall take place in any phase of development hereby permitted until up to date bat and breeding bird surveys are submitted and approved by the local planning authority for that phase of development. If evidence of bat or breeding birds are found prior to demolition, specific mitigation measures should be included in any submission for the written approval of the local planning authority. Development shall proceed in accordance with any approved mitigation measures.</p> <p>Reason: No bat roosts/breeding birds were found on site in 2011, but could move into the area before construction commences and further surveys are therefore necessary to safeguard the ecology and biodiversity of the area, in accordance with the Environmental Impact Assessment and in line with the requirements of the NPPF, London Plan policy 7.19 and Core Strategy</p>

	policy CS1.
41	<p>Prior to the commencement of each phase of the development hereby permitted, a strategy for the provision of equipment for high speed wireless broadband access to serve the residential and working population of the site shall be submitted and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved strategy.</p> <p>Reason: To ensure that appropriate telecommunications equipment is embedded into the development without adversely affecting the character and appearance of the development, in line with the requirements of the NPPF and Core Strategy policy CS1.</p>
42	<p>Applications for approval of Reserved Matters submitted pursuant to this permission shall be accompanied by a Site Waste Management Plan (SWMP), in compliance with Best Practice Standards. This document shall explain:</p> <ul style="list-style-type: none"> (a) how the requirement to recover at least 70% (by volume) of construction and demolition waste from landfill is to be met; (b) how demolition and excavation materials will be re-used or recycled as appropriate; (c) the arrangements for storage of materials to be recycled or re-used; (d) how materials are procured from sustainable sources wherever possible; (e) the designation of a 'Waste Champion', who will seek to minimise over-ordering and material spoilage, as well as ensuring the effectiveness of waste segregation; and (f) the provision of an on site Waste Management Centre. <p>The Site Waste Management Plan shall be implemented as approved.</p> <p>Reason: To ensure that waste arising during the construction phase of the development is minimised, in accordance with the Environmental Impact Assessment, in accordance with the NPPF and London Plan (2011) policy 5.18.</p>

1	<p>INFORMATIVE: REASON FOR GRANT OF PLANNING PERMISSION</p> <p>The local planning authority considers that the principle of a comprehensive mixed use development on this site to provide a net additional amount of employment within the borough, enabled by a mix of new uses, including</p>
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residential uses, is acceptable, notwithstanding the identified SIL and open space allocations for the site within the development plan.

The application material, including the Environmental Information contained within the Environmental Statement, Traffic Assessment and Retail Statement demonstrate that the quantum, type, scale, density and mix of uses can be achieved, subject to suitable controls (including off site infrastructure provide through the S.106 agreement) without significantly harming environmental, amenity and economic conditions in the borough.

Subject to appropriate conditions and contributions to mitigate the impacts identified on Wealdstone and upon nearby stores, the retail supermarket, in this out of centre location, is considered to be acceptable as a means to enable the wider economic and regeneration outcomes that the emerging Area Action Plan envisages for the site, as part of the Area for Intensification within the development plan.

The changes to the open space, to enable its reformatting and re-provision to create a green link through the site (with appropriate reservoirs to ensure that at no time is there a net loss of opens space) is considered to meet the requirements of the development plan to maintain the boroughs stock of open space. The loss of sports pitches is compensated for by financial contributions intended to deliver qualitative enhancements and increased carrying capacity at strategic sports pitches located within a convenient travel distance from the site and notwithstanding Sport England's objection to the proposals, is considered to be appropriate to ensure that the needs of sport in the borough are not undermined. Complementary health and education uses are also proposed to mitigate the demands placed on existing health, community and education infrastructure that would be affected by the development.

Having regard to the significant, economic and regeneration benefits derived through the development, the potential environmental and physical effects of the development (and their scope for mitigation) and the provisions of the NPPF and the adopted and emerging development plan documents, the proposals are considered to represent a viable, and on balance acceptable form of development, having regard to all material considerations - including the representations received through the consultation process.

The following policies in the NPPF, London Plan, Core Strategy and Harrow Unitary Development Plan are relevant to this decision:

National Planning Policy and Guidance:

National Planning Policy Framework (2012) (NPPF)
Planning for Town Centres: Practice Guidance on Need, Impact and the
Sequential Approach (2009)

The London Plan (2011):

- 2.13 - Opportunity Areas and Intensification Areas
- 2.15 - Town Centres
- 2.17 - Strategic Industrial Locations
- 2.18 - Green Infrastructure: The Network of Open and Green Spaces
- 3.1 - Ensuring Equal Life Chances for All
- 3.2 - Improving Health and Addressing Health Inequalities
- 3.3 - Increasing Housing Supply
- 3.4 - Optimising Housing Potential
- 3.5 - Quality and Design of Housing Developments
- 3.6 - Children and Young People's Play and Informal Recreation Facilities
- 3.7 - Large Residential Developments
- 3.8 - Housing Choice
- 3.9 - Mixed and Balanced Communities

- 3.11 - Affordable Housing Targets
- 3.12 - Negotiating Affordable Housing on Individual Private Residential and
Mixed Use Schemes
- 3.13 - Affordable Housing Thresholds
- 3.16 - Protection and Enhancement of Social Infrastructure
- 3.17 - Health and Social Care Facilities
- 3.18 - Education Facilities
- 3.19 - Sports Facilities
- 4.5 - London's Visitor Infrastructure
- 4.6 - Support for and Enhancement of Arts, Culture, Sport and Entertainment
Provision
- 4.7 - Retail and Town Centre Development
- 4.8 - Supporting a Successful and Diverse Retail Sector
- 4.9 - Small Shops
- 4.10 - New and Emerging Economic Sectors
- 4.12 - Improving Opportunities for All
- 5.2 - Minimising Carbon Dioxide Emissions
- 5.3 - Sustainable Design and Construction
- 5.6 - Decentralised Energy in Development Proposals
- 5.7 - Renewable Energy
- 5.9 - Overheating and Cooling
- 5.10 - Urban Greening
- 5.11 - Green Roofs and Development Site Environs

- 5.12 - Flood Risk Management
- 5.13 - Sustainable Drainage
- 5.15 - Water Use and Supplies
- 5.21 - Contaminated Land
- 6.3 - Assessing Effects of Development on Transport Capacity
- 6.9 - Cycling
- 6.10 - Walking
- 6.12 - Road Network Capacity
- 6.13 - Parking
- 7.1 - Building London's Neighbourhoods and Communities
- 7.2 - An Inclusive Environment
- 7.3 - Designing Out Crime
- 7.4 - Local Character
- 7.5 - Public Realm
- 7.6 - Architecture
- 7.8 - Heritage Assets and Archaeology
- 7.13 - Safety, Security and Resilience to Emergency
- 7.14 - Improving Air Quality
- 7.15 - Reducing Noise and Enhancing Soundscapes
- 7.17 - Metropolitan Open Land
- 7.18 - Protecting Local Open Space and Addressing Local Deficiency
- 7.19 - Biodiversity and Access to Nature
- 7.21 - Trees and Woodlands
- Supplementary Planning Guidance: Industrial Capacity (2008)
- Draft Supplementary Planning Guidance: Land for Industry and Transport (February 2012)

- Local Development Framework Core Strategy and Area Action Plan
- Local Development Framework: Harrow Core Strategy (2012)
- Harrow and Wealdstone Area Action Plan: Pre-Submission Consultation Document (2012)
- Evidence Base Documents
- Retail Study Review (2009)
- Employment Land Review (2010)
- Strategic Flood Risk Assessment (2009)
- Draft Harrow Views Assessment (2012)
- Open Space PPG17 Study (2011)
- Draft Outdoor Sports Strategy (2012)

- London Borough of Harrow Unitary Development Plan (2004):
- EP12 - Control of Surface Water Run-Off
- EP15 - Water Conservation

EP22 - Contaminated Land
EP25 - Noise
EP26 - Habitat Creation and Enhancement
EP27 - Species Protection
EP43 - Green Belt and Metropolitan Open Land Fringes
EP47 - Open Space
D4 - The Standard of Design and Layout
D5 - New Residential Development - Amenity Space and Privacy
D9 - Streetside Greenness and Forecourt Greenery
D10 - Trees and New Development
D11 - Statutorily Listed Buildings
D19 - Ancient Monuments
D20/D21/D22 - Sites of Archaeological Importance
D31 - Views and Landmarks
T6 - The Transport Impact of Development Proposals
T12 - Reallocating Available Roadspace and Managing Traffic
T13 - Parking Standards
T15 - Servicing of New Developments
H7 - Dwelling Mix

H14 - Residential Institutions
EM6 - Limiting Goods Sold at Out or Edge of Centre Developments
EM9 - Variety of Unit Sizes
EM12 - Small Industrial Units and Workshops
EM14 - Land and Buildings in Business, Industrial and Warehousing Use - Designated Areas
EM22 - Environmental Impact of New Business Development
EM25 - Food, Drink and Late Night Uses
R4 - Outdoor Sports Facilities
R7 - Footpaths, Cyclepaths and Bridleways
R8 - Play Areas
R11 - Protecting Arts, Culture, Entertainment and Leisure Facilities
R13 - Leisure Facilities
C2 - Provision of Social and Community Facilities
C7 - New Education Facilities
C8 - Health Care and Social Services
C10 - Community Buildings and Places of Worship
C16 - Access to Buildings and Public Spaces
C17 - Access to Leisure, Recreation, Community and Retail Facilities
Supplementary Planning Document: Sustainable Building Design (2009)
Supplementary Planning Document: Accessible Homes (2010)
Supplementary Planning Document: Access For All (2006)

	Supplementary Planning Document: Residential Design Guide (2010)
2	<p>INFORMATIVE: COMMUNITY INFRASTRUCTURE LEVY Please be advised that approval of this application (either by Harrow Council, or subsequently by PINS if allowed on Appeal following a Refusal by Harrow Council) will attract a liability payment of £1,585,955 of Community Infrastructure Levy. This charge has been levied under Greater London Authority CIL charging schedule and S211 of the Planning Act 2008.</p> <p>Harrow Council as CIL collecting authority on commencement of development will be collecting the Mayoral Community Infrastructure Levy (CIL). Your proposal is subject to a CIL Liability Notice indicating a levy of £1,585,955 for the application, based on the levy rate for Harrow of £35/sqm and the stated increase in floorspace of sqm You are advised to visit the planningportal website where you can download the appropriate document templates. http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil</p>
3	<p>INFORMATIVE: COMPLIANCE WITH PLANNING CONDITIONS IMPORTANT: Compliance With Planning Conditions Requiring Submission and Approval of Details Before Development Commences - You will be in breach of planning permission if you start development without complying with a condition requiring you to do something before you start. For example, that a scheme or details of the development must first be approved by the Local Planning Authority. - Carrying out works in breach of such a condition will not satisfy the requirement to commence the development within the time permitted. - Beginning development in breach of a planning condition will invalidate your planning permission. - If you require confirmation as to whether the works you have carried out are acceptable, then you should apply to the Local Planning Authority for a certificate of lawfulness.</p>
4	<p>Statement under Article 31 (1)(cc) of The Town and Country Planning (Development Management Procedure) (England) Order 2010 (as amended) The planning application has been developed positively and in partnership with the applicants. A Memorandum of understanding was completed with the applicants at the beginning of the process, pre-empting the completion of a</p>

planning performance agreement covering both pre and post submission stages, and including the offices of Transport for London. This enabled the Council to provide a dedicated resource to process the application. Officers of the Council supported extensive pre-application engagement with the community and have worked with the applicants and key stakeholders, including statutory consultees, to ensure that the development is consistent with and supported by the policy objectives for Harrow as set out in the emerging Area Action Plan DPD and the Development Plan. Regular meetings between the officers from the Council and the applicant's team have taken place throughout the processing of the application to resolve and address outstanding issues. Senior elected members within the Council have received regular briefings and updates throughout the pre and post application stages from officers and the applicants via the cross party "Major Developments Panel."

Date of decision: DRAFT

Beverley Kuchar
Head of Development Management and Building Control

THIS IS NOT A BUILDING REGULATION APPROVAL. YOUR ATTENTION IS PARTICULARLY DRAWN TO THE ENCLOSED NOTES WHICH SET OUT THE RIGHTS OF APPLICANTS WHO ARE AGGRIEVED BY THE DECISION BY THE LOCAL AUTHORITY.

DECISION NOTICE

P/3405/11

DN-S106_DRAFT
PLMVM182

THE FOURTH SCHEDULE

Nominations Agreement

Dated

201[]

LONDON BOROUGH OF HARROW

- and -

[Registered Provider's Name]

STANDARD TEMPLATE

NOMINATION DEED

Relating to freehold land known as

[property address]

Directorate of Legal & Governance Services
London Borough of Harrow
PO Box 2
Civic Centre
Harrow
HA1 2UH

Ref: []

THIS DEED is made the _____ day of _____ Two thousand and [year] BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW of PO Box 2 Civic Centre Station Road Harrow HA1 2UH ("the Council") of the one part and [Registered Provider's name] of [Registered Provider's registered address] (Industrial and Provident Societies Registration Number [registration number]) ("the Association") of the other part

WHEREAS:

1. In this Deed the expressions set out in the first column of Part 1 of the First Schedule hereto shall have the meanings assigned to them in the second column thereof
2. The Association is a Registered Provider within the meaning of and is registered in accordance with the provisions of the Housing and Regeneration Act 2008
3. The Association has agreed with the Council to enter into this Deed and to grant to the Council certain nomination rights in respect of the Property or relevant parts thereof
4. This Agreement is made pursuant to section 16 of the Greater London Council (General Powers) Act 1974

NOW THIS DEED WITNESSETH and it is hereby agreed as follows:

The Rented Housing Units

1. The Association will (subject to the provisions hereof) on and from the Date of Completion let the Rented Housing Units which are subject to nomination rights as set out in clause 2 to persons nominated by the Council under the Housing Acts in accordance with the objects of the Association
2. During the Nomination Period the Council will have the right to nominate tenants to (a) not less than [100]% of the Initial Lettings of the Rented Housing Units and thereafter (b) to be [75]% of True Voids out of every 8 True Voids of the Rented Housing Units following the allocation and lettings procedures in accordance with the Locata choice based lettings scheme (details of which are annexed to this document at **Appendix 1**) or any other lettings procedure agreed between the Council and the Association from time

to time PROVIDED THAT in the absence of any such procedure the following terms shall apply

- 2.1 If a Rented Housing Unit subject to the nomination rights referred to in clause 2 becomes or is about to become available for occupation (whether due to practical completion or the surrender of an existing Tenancy or for any other reason) the Association may at any time give the Council written notice thereof (in the form annexed to this document at **Appendix 2**) and shall in any event use its reasonable endeavours to give such notice in the case of an Initial Letting of a Rented Housing Unit not later than six weeks prior to the Date of Completion and in all other cases not later than five Working Days after the Rented Housing Unit becomes available for occupation
- 2.2 Within five Working Days of the receipt of the foregoing notice the Council shall use its reasonable endeavours to furnish the Association with the name of a Rented Housing Nominee as appropriate
- 2.3 Within ten Working Days of the receipt of the name of a Rented Housing Nominee who is reasonably acceptable to the Association the Association shall either grant a Tenancy of the Rented Housing Unit or agree with the Council to grant such a Tenancy to the Rented Housing Nominee or shall notify the Council in writing that the Rented Housing Nominee is not willing to take a Tenancy of the Rented Housing Unit
- 2.4 Within five Working Days of the receipt of notification that the Rented Housing Nominee is not willing to take a Tenancy of the Rented Housing Unit in accordance with sub-clause 2.3 above the Council shall furnish the Association with the names of further Rented Housing Nominees and thereupon the provisions of the said sub-clause 2.3 shall operate in relation to each further Rented Housing Nominee PROVIDED THAT in the event that three or more of the Council's Rented Housing Nominees refuse the offer of a Tenancy or the nominations are otherwise withdrawn by the Council the Association may offer the Tenancy to one of the Association's Rented Housing Nominees

The Intermediate Housing Units

- 3 3.1 The Association will not sell or (as the case may be) let any Intermediate Housing Unit until the Council has approved in writing the particular type of Intermediate Housing tenure that the Association intends to apply to that Intermediate Housing Unit
- 3.2 The Association will (subject to the provisions hereof) on and from the Date of Completion sell or (as the case may be) let the Intermediate Housing Units which are subject to the nomination rights as set out in clause 4 hereof on Intermediate Housing Leases to persons nominated by the Council under the Housing Acts in accordance with the objects of the Association provided that the Association is satisfied that at the time that the offer of the Intermediate Housing Unit is made to an Intermediate Nominee that the Intermediate Nominee can afford to sustain the cost of the Intermediate Housing Unit but cannot afford to buy a property outright
4. During the Nomination Period the Council shall have the right to nominate Intermediate Nominees to:
- (i) [100]% of the Initial Lettings of the Intermediate Housing Units and thereafter
 - (ii) [100]% of the Resales

such right to be exercised by the Council in accordance with the LCHO Register allocation procedure set out in clause 5 or any other allocation and lettings procedure agreed in writing between the Council and the Association from time to time PROVIDED THAT in the absence of any such procedure the following terms shall apply:

- 4.1 In respect of the Initial Lettings of the Intermediate Housing Units
- 4.1.1 the Association shall serve an Advice Notice on the Council on or before the earlier of:
- (i) the date four months before the Date of Completion
 - (ii) the date six weeks before the show home for the scheme of Intermediate Housing at the Property is open for Viewing
- 4.1.2 The Council shall provide an Applicant List to the Association within 10 working days of the date of service of the Advice Notice PROVIDED that in the event that the Council notifies the Association that there are no

applicants known to the Council then the Association will be free to market the Intermediate Housing Units to applicants on one or more alternative lists drawn up by the Association and approved in writing by the Council

- 4.1.3 The Association will prioritise the marketing of the Intermediate Housing Units to all eligible applicants on the Council's Applicant List in addition to its normal marketing procedures
- 4.1.4 As soon as reasonably practicable after the first Viewing or the last Viewing (if there is more than one Viewing) the Association shall provide to the Council for written approval a list of all applicants who have attended the Viewing and who wish to proceed to purchase or rent the Intermediate Housing Units and who are reasonably acceptable to the Association
- 4.1.5 The Association will list the applicants identified in clause 4.1.4 in priority order according to the Council's priority policy set out in clause 5.1(c) and following the Council's written approval of the priority order list the Association will offer the Intermediate Housing units to applicants in the approved order of priority
- 4.1.6 The procedure in clauses 4.1.2 to 4.1.5 will be repeated as often as necessary until the last Intermediate Housing Unit is let or sold PROVIDED THAT if after a reasonable period of time some Intermediate Housing Units remain unlet or unsold the Association shall provide to the Council evidence that sufficient marketing to applicants from within Harrow has been undertaken and seek approval from the Council to market the units to applicants from outside Harrow (such approval not to be unreasonably withheld or delayed)

4.2 In respect of Resales of any Intermediate Housing Unit:-

- 4.2.1 The Association will serve an Advice Notice on the Council within 5 working days of the Intermediate Housing Unit becoming available for resale or relet
- 4.2.2 The Association and the Council shall then follow the process described in clauses 4.1.2 – 4.1.6

- 4.3 The Association will notify the Council in writing that an Intermediate Lease of an Intermediate Housing Unit has been completed and the tenant or purchaser details within 5 working days after completion takes place
- 4.4 The Association will keep the Council fully informed of the Intermediate Leases granted and tenant or purchaser details at the end of each calendar month throughout the marketing period for the Intermediate Housing Units using the RSL Sales and Lettings Monitoring Sheet such marketing period to commence when the marketing commences until agreements are exchanged for the grant of an Intermediate Lease on the last Intermediate Housing Unit at the Property

LCHO Register

5. The Association will use the LCHO Register as:
 - a) a method of advertising all available Intermediate Housing Units and Intermediate Housing products in Harrow
 - b) a source of lists of eligible applicants for Intermediate Housing Units and Intermediate Housing products in Harrow
- 5.1 The Association will apply the following procedure to the Initial Lettings and any Resales of an Intermediate Housing Unit
 - a) The Association will load marketing material for the Intermediate Housing Unit onto the 'Schemes Available' page of the LCHO Register
 - b) The Association will run a report against the applicant database or request a report from the Council and market the Intermediate Housing Unit to applicants on the list and the report should be periodically refreshed with the details of new applicants so that further marketing can be carried out
 - c) The Association will offer the property to the applicant with the highest priority. FIRST STEPS will apply the following priority groups:

Priority 1 Public Sector Tenants

Priority 2 Active MOD Staff

If the applicant falls into neither category the applicant will be assessed by the priority groups which continue on as follows:

Priority 3 Those with a high priority on the Council housing waiting list

Priority 4 Key Workers (preference to be given to those living or working in Harrow)

Priority 5 Those living or working in Harrow

Priority 6 All others

or according to such other reasonable priority policy as the Council shall from time to time notify to the Association in writing

- d) The Council must approve in writing the prioritised shortlist for proposed nominations to the Intermediate Housing Unit before a formal offer is made to any applicant. Approval will normally be given within 5 working days of receipt of a shortlist approval request provided that all prioritisation information is supplied by the Association or is available from the LCHO Register for each applicant on the shortlist
 - e) The Association will provide regular monthly sales or lettings updates to the Council on the RSL Sales and Lettings Monitoring Sheet
- 5.2 The Association is expected and encouraged to carry out other marketing initiatives in conjunction with the use of the LCHO Register
- 5.3 The Association will advise any applicants for Intermediate Housing Units or products who have not been sourced from the LCHO Register to register before a formal offer is made
- 5.4 The Association will follow its standard procedures to verify applicant details (including an applicant's Locata banding where relevant) and the Council will not verify the details

- 5.5 If after a reasonable period of time any Intermediate Housing Unit remains unlet or unsold the Association shall provide to the Council evidence that sufficient marketing to applicants from within Harrow has been undertaken and seek approval from the Council to market the units to applicants from outside Harrow (such approval not to be unreasonably delayed or withheld)
6. The Council is subject to the provisions of the Data Protection Act 1998 (the 'Act') and any subordinate legislation made under this Act from time to time together with any guidance or codes of practice issued by the Information Commissioner or such other individual, body or organisation which may from time to time replace the Information Commissioner
- 6.1 The Association shall take all necessary precautions to ensure that all confidential information obtained from the Council under or in connection with this Agreement is treated as confidential and not disclosed (without prior written consent of the Council) or used by its employees, servants, agents, professional advisors and consultants otherwise than for the purposes of this Agreement
- 6.2 The Council is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Association will assist and co-operate with the Council in carrying out its obligations under that legislation
- 6.3 The Council may terminate this contract and recover all its loss if the Association, its employees or anyone acting on the Association's behalf do any of the following things:
- (a) Offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Association does not know what has been done); or
 - (b) Commit an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972; or

- (c) Commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members contractors or employees

Any clause limiting the Association's liability shall not apply to this clause

7. IT IS HEREBY AGREED AND DECLARED that this Agreement is made pursuant to section 16 of the Greater London Council (General Powers) Act 1974
8. The Association will provide the following quarterly on the 1st January 1st April 1st July and 1st October (or such alternative dates as are agreed between the parties) in each year;
 - a) a summary of sales for the Intermediate Housing Units and the Association's other properties within Harrow
and
 - b) a summary of lettings to the Rented Housing Units
9. If the Association proposes to grant a tenancy to a Rented Housing Nominee which is not in the form of the Tenancy it shall not do so unless the Council first agree in writing (such agreement not to be unreasonably withheld or delayed) to the Rented Housing Nominee being granted an assured shorthold tenancy or some other appropriate form of occupational agreement
10. In the event of any dispute arising between the parties which shall remain unresolved after the expiry of 28 days the matter maybe referred by either party to the President of the Chartered Institute of Housing who shall appoint an arbitrator the arbitrator shall settle the dispute and the arbitrator's decision in relation to the dispute and the arbitrator's costs shall be binding on both parties
11. It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Deed is not intended to and does not give rights to any third parties to enforce any provisions contained in it

12. For the avoidance of doubt the nomination rights contained herein shall cease to apply to any part of the Intermediate Housing Units or Rented Housing Units where the Association shall be required to
- (i) dispose of any Housing Units pursuant to a right to buy under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or
 - (ii) sell a further and/or final tranche of equity to a tenant pursuant to the terms of any Intermediate Lease granted in respect of any part or
 - (iii) sell to a tenant with the benefit of a voluntary purchase grant provided under Sections 20 and 21 of the Housing Act 1996 or any similar provisions in any subsequent legislation
13. In the event that the Association shall be required to dispose of the Intermediate Housing Units or Rented Housing Units or any part thereof in the circumstances referred to in clause 12(i) or clause 12(ii) or clause 12 (iii) the Association shall apply the net proceeds from the sale towards the purchase of another property in Harrow to which this Deed shall apply
14. If the net proceeds of sale are insufficient to purchase another property under clause 13 above these proceeds shall be paid into an interest yielding account until enough money accumulates or additional funding is secured to enable the purchase of another property in Harrow to which this Deed shall apply
15. A notice for the purposes of this Deed shall be deemed to have been sufficiently served if sent in the case of the Association to their registered office address for the time being and in the case of the Council to its Director of Property Services or such other person or other officer who may from time to time hold the position equivalent to the Director of Property Services
16. The Obligations contained in this Agreement shall not be binding on:-
- (a) a mortgagee or chargee lending money to the Association on the security of the Property or any part or unit thereof or any receiver appointed by such mortgagee or chargee or any person deriving title from or by the mortgagee or chargee or receiver or through such mortgagee or chargee or receiver
PROVIDED THAT such mortgagee notifies the Council in writing of its desire to

sell the said Property or part thereof and despite using all reasonable endeavours is unable within a period of six months from the date of such notification to the Council to enter into a binding contract to dispose of the said Property or part thereof to a Registered Provider as defined in the Housing and Regeneration Act 2008 and as approved in writing by the Council ;

- (b) in respect of any Rented Housing Unit where an occupant has exercised a statutory right under the Housing Act 1996 to acquire the whole of the freehold or whole of the leasehold estate; or
- (c) in respect of any Intermediate Housing Unit where an Intermediate Lease has been fully staircased

THE FIRST SCHEDULE

PART I

Advice Notice	A notice given in writing by the Association to the Council notifying the Council of the eligibility criteria of the relevant Intermediate Housing scheme and requesting the Council to supply an Applicant List for the Intermediate Housing Units
Applicant List	A list of applicants for Intermediate Housing given by the Council to the Association [the form of the list to be agreed between the parties (such agreement not to be unreasonably withheld or delayed)]
Date of Completion	The date on which the Intermediate Housing Units and Rented Housing Units are practically completed ready for occupation
Harrow	The London Borough of Harrow as it is geographically defined

Housing Acts

The Housing Act 1985 and the Housing Act 1996 or any statutory re-enactment or modification thereof and all powers thereto enabling in connection therewith

Initial Lettings

The first lettings or (as the case may be) sales of the Intermediate Housing Units or Rented Housing Units

(CONSIDER DEFINITION BELOW IN LIGHT OF INSTRUCTIONS AND AUTHORITY/ SECTION 106 AGREEMENT)

Intermediate Housing

[Sub-market housing (other than social rented housing) which is above target rents but is substantially below open market levels and is affordable by households (including Key Workers) on low or moderate incomes living or working in Harrow whose incomes are not sufficient to allow them to rent or buy property on the open market and that provides for either:

- (a) a shared ownership lease (or its replacement) whereby the leaseholder purchases an initial percentage share of the market value of a home and from time to time purchases an additional percentage share up to a maximum of 100%; or
- (b) an assured shorthold tenancy (or its replacement) to be granted under a scheme of intermediate rental at no more than 80% of the market value of the let premises; or
- (c) A period of intermediate rental on similar terms to (b) followed by the grant of a shared ownership lease on similar terms to (a)
- (d) Any other intermediate tenure supported by the Homes and Communities Agency (or its

successor body) and approved in writing by the Council]

Intermediate Housing Unit

Any of the [number] x [number] bed [number] person (flats) and [number] x [number] bed [number] person (flats) housing units being a total of [number] units at the Property allocated by the Association to be available to be purchased or let by an Intermediate Nominee on an Intermediate Lease in accordance with a scheme of Intermediate Housing

Intermediate Lease

A lease or tenancy granted under a scheme of Intermediate Housing

Intermediate Nominee

A person requiring housing accommodation of a nature similar to that afforded by a vacant Intermediate Housing Unit and who is allocated housing accommodation in accordance with the provisions of the Housing Acts

Key Worker

A person requiring housing accommodation whose retention in employment is required to provide services deemed vital to the local and wider London economy and the maintenance of essential services where there is evidence of staffing recruitment and retention problems. A key worker is a person on a low or moderate income that is insufficient to allow them to access open market housing either for rent or sale and includes those employed in the public sector such as teachers health workers and social workers and other low paid workers such as bus drivers

LCHO Register

The low cost home ownership register for Harrow being a web based register operated by the Council and available to the public on the Council's website; containing information on all available properties and low cost home ownership products as well as an online registration form

Nomination Period

The period of sixty years from the date hereof PROVIDED THAT at any time after the first ten years of the said period the parties may agree to substitute for the said period such other period as may appear desirable

Property

The freehold land as contained and described in HM Land Registry Title Number [] more particularly known as [property name and address] and for indicative purposes only shown edged red on the plan annexed to this document at **Appendix 3**

Rented Housing Nominee

A person requiring housing accommodation of a nature similar to that offered by a vacant Rented Housing Unit and who is allocated housing accommodation in accordance with the provisions of the Housing Acts

Rented Housing Unit

Any of the [number] x [number] bed [number] person (flats) and [number] x [number] bed [number] person (flats) social rented housing units being a total of [number] units at the Property (the Social Rented Housing Units)

Resale

- (a) An Intermediate Housing Unit which is repurchased by the Association or otherwise becomes vacant following the expiry determination or surrender of an Intermediate Lease and / or
- (b) an assignment of a an Intermediate Lease by a leaseholder of the Intermediate Housing Unit but shall not include the assignment of an Intermediate Lease where the Leaseholder has staircased to 100%

RP Sales and Lettings Monitoring Sheet

An excel spreadsheet to be completed by the Association and returned to the Council on a monthly basis listing all sold or let Intermediate Housing Units and providing details of the purchasers or tenants in the form annexed to this document at **Appendix 4**

Tenancy

Means an assured (non-shorthold) tenancy in the Association's standard form

True Void

A vacancy created by a void defined in Part II of the Schedule but excluding one therein defined under the heading "Definition of a Non-True Void"

Viewing

A single viewing or if necessary a series of Viewings of the relevant Intermediate Housing Unit for an Intermediate Nominee

Working Day

A day in which clearing banks in the City of London are open during banking hours (except Saturdays Sundays and Public Holidays)

PART II

1. Voids within new build/newly rehabilitated schemes or newly acquired properties
2. Voids created through tenant transfer to another borough or a district Council where no reciprocal arrangements exist
3. Voids created through tenant moves to other landlords property where no reciprocal arrangement exist
4. Voids created by the death of a tenant where there is no statutory right to succession
5. Voids created by tenants buying their own property in the private sector
6. Voids created by eviction or abandonment of property
7. Voids created by a permanent decant returning to former home

Definition of a Non-True Void

1. Voids created by a temporary decant moving to a temporary home
2. Voids created through tenant transfer within the Association stock
3. Voids created through rehousing via the Housing Association "HOMES" Scheme
4. Voids created through tenant transfer to another borough or district where reciprocal arrangements exist
5. Voids created through tenant moves to other landlords property where reciprocal arrangements exist

IN WITNESS whereof the Council and the Association have caused their respective Common Seals to be hereunto affixed the day and year first before written

EXECUTED as a DEED by affixing the)
COMMON SEAL of THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF HARROW)
in the presence of:-)

AUTHORISED OFFICER:

THE COMMON SEAL of)
[RP's name] was hereunto affixed in the)

presence of:-

)

AUTHORISED SIGNATORY:

AUTHORISED SIGNATORY:

APPENDIX 1

Locata Choice Based Lettings Scheme

APPENDIX 2

Form of Notice

APPENDIX 3

Plan of the Property

APPENDIX 4

RP Sales and Lettings Monitoring Sheet

THE FIFTH SCHEDULE

Preferred Registered Providers

Harrow Registered Provider Development Contacts

November 2012

<p>A2 Dominion Group Capital House 25 Chapel Street Paddington London NW1 5DH</p> <p>Contact: Nigel Lomax Development Manager Tel: 020 8825 1599 nigel.lomax@a2dominion.co.uk</p>	<p>Metropolitan Housing Trust Alexander Place Lower Park Road New Southgate London N11 1QD 020 8976 1000</p> <p>Contact: Oliver Boundy Commercial Development Manager Tel: 020 3535 4245 Mobile: 07764 710 302 Oliver.boundy@mht.co.uk</p>
<p>Network Housing Group Olympic Office Centre 8 Fulton Road Wembley Middlesex HA9 0NU</p> <p>Contacts: Mark White New Business Manager Tel: 020 8782 4367 mark.white@networkhg.org.uk</p>	<p>Paddington Churches Housing Association (Genesis Housing Group) Capital House 25 Chapel Street Paddington London NW1 5DT</p> <p>Contact: Dominic Whiston Head of Development (West) Tel: 020 7563 0258 Dominic.Whiston@ghg.org.uk</p>
<p>Paradigm Housing Group Hundreds House 24 London Road West Amersham Bucks HP7 0HD</p> <p>Aubrey Vaughan-Dick Head of Development Delivery (London) E-mail: Aubrey.Vaughan-Dick@paradigmhousing.co.uk Tel 01628 811 717/Mobile: 07711 855 798</p>	<p>Home Group Limited Malt House 281 Field End Road Eastcote Ruislip Middlesex HA4 9XQ</p> <p>Contact: Gerard Brennan Development Manager Gerard.Brennan@homegroup.org.uk Tel: 01279 621 621/Mob: 07714 083 616</p>
<p>Apna Ghar Housing Association, 1 Olympic Way,</p>	<p>Inquilab Housing Association Grove House</p>

<p>Wembley, Middlesex HA9 0NP</p> <p>Jai Dosanjh Chief Executive Tel: 020 8795 5405 Mob: 07889 117 123 jai@apnaghar.org.uk</p>	<p>77 North Road Southall Middlesex UB1 2JL</p> <p>Contact: Reggie Lathbridge Development Director Tel: 020 8843 1263 reggiel@inquilabha.org</p>
<p>Harrow Churches Housing Association Penn House 16 Peterborough Road Harrow HA1 2BQ</p> <p>Contact: Christopher Holley Chief Executive Tel: 020 8426 4995 cholley@hcha.org.uk</p>	<p>Livability 50 Scrutton Street London EC2A 4XQ</p> <p>Contact: Tim Fallon Chief Executive Tel: 020 7452 2010 tfallon@livability.org.uk</p>
<p>Catalyst Housing Ealing Gateway 26-30 Uxbridge Road, London W5 2AU Tel: 020 8832 3334</p> <p>Contact: Phil Thompson Head of Development Tel: 020 8832 3241 Phil.Thompson@chg.org.uk</p>	<p>Octavia Housing Emily House 202-208 Kensal Road London W10 5BN</p> <p>David Woods Development Director DD: 020 8354 5524 David.woods@octaviahousing.org.uk</p>

THE SIXTH SCHEDULE

Terms of the transfer of the Primary School Land

1. The transfer shall be at nil value.
2. The Primary School Land shall only be used for the delivery of a Primary School and a MUGA.
3. The Primary School constructed on the Primary School Land will serve the needs of the Development and the wider surrounding area.
4. The Primary School will be constructed in accordance with the Design Guidelines submitted as part of the Planning Application.
5. The Owner shall have a right to approve the final design of the Primary School (such approval not to be unreasonably delayed or denied).
6. The transfer shall include a term that if the development of the Primary School has not commenced within two years of the date of transfer of the Primary School Land the owner of the Primary School Land at that time will retransfer it to the Owner for nil consideration in the same condition as at the date of the original transfer unless otherwise agreed by the Owner.

THE SEVENTH SCHEDULE

Terms for the transfer of the Community Centre Land

1. The Community Centre Land shall be transferred to the Council or its nominee for nil consideration.
2. The Community Centre Land shall only be used for the delivery of the Community Centre.
3. The Owner shall grant all reasonable easements and rights to allow the development and use of the Community Centre Land for the purposes specified in this Deed.
4. The Council (or its nominee) shall accept and reserve such rights as are reasonable and necessary in favour of the parts of the Land not forming part of the Community Centre Land.
5. The Community Centre shall be constructed in accordance with the Design Guidelines submitted as part of the Planning Application.
6. The Owner shall have a right to approve the final design of the Community Centre (such approval not to be unreasonably delayed or denied).
7. The transfer shall include a term that if the development of the Community Centre has not commenced within five years of the date of the transfer or the Community Centre has not been practically completed within seven years of the date of the transfer the owner of the Community Centre Land at that time will re-transfer it to the Owner for nil consideration in the same condition as at the date of the original transfer unless otherwise agreed by the Owner.
8. The transfer shall include such other terms as shall be agreed by the transferee and the Owner (both acting reasonably).
9. Any transfer of the Community Centre Land (other than to the Owner) will include covenants in identical form to those in the original transfer to ensure that they are binding on all successive owners.

THE EIGHTH SCHEDULE

Terms for the transfer of the Self Build Plots

1. The Self Build Plots will be transferred as Serviced Land for nil consideration.
2. All buildings constructed on the Self Build Plots must be constructed in accordance with the Development Specification and all applicable planning conditions and planning obligations.
3. The Owner will be granted an option to re-acquire the plot for nil consideration in the event that:
 - (a) No building work has commenced within two years of the date of the Transfer; or
 - (b) the dwelling has not been Practically Completed within four years of the Transfer unless otherwise agreed by the Owner .

THE NINTH SCHEDULE

Terms for the transfer of the Self Finish Units

1. The Self Finish Units will be transferred at a cost equal to the cost of constructing the unit.
2. The Owner will be granted an option to re-acquire the Self Finish Unit in the event that it has not been Practically Completed and made ready for Occupation within two years of the date of the Transfer for the same value as it was originally transferred.

THE TENTH SCHEDULE

Affordable Housing Appraisal

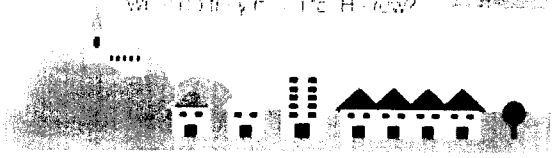
1. Subject to availability of Grant Funding, if the Owner submits the Affordable Housing Appraisal for Phase 1 to the Council no later than 30 June 2014 the appraisal shall be carried out on the basis of a residual land value appraisal and the appraisal assumptions shall be those included for Phase 1 in the Submitted Appraisal SAVE THAT the scheme revenue from Affordable Housing shall be revised to reflect the Affordable Housing Price 1 agreed with the relevant Registered Provider as per paragraph 3 below.
2. In respect of an Affordable Housing Appraisal submitted to the Council for Phase 1 after 30 June 2014 or any Affordable Housing Appraisal for Phase 2 or Phase 3, the appraisal shall be carried out on the basis of a residual land value appraisal and the assumptions informing such Affordable Housing Appraisal shall be the most up to date open market values and all development costs for the relevant Phase and the Affordable Housing Price 1 for Phase 1 or Affordable Housing Price 2 for Phase 2 and Phase 3 (as appropriate) agreed with the relevant Registered Provider.
3. The Affordable Housing Appraisal submitted for each Phase shall include the details of the Registered Provider to whom the Affordable Housing Units in the relevant Phase are proposed to be transferred including the outline terms of any such proposed transfer and the Affordable Housing Price agreed with the Registered Provider.
4. The tenure split for the Affordable Housing Units shall be in accordance with paragraph 1.15 of the First Schedule where Affordable Rented Units are to be provided or determined in accordance with paragraph 1.16 of the First Schedule where Social Rented Housing Units are to be provided in place of Affordable Rented Units.
5. The cost of preparing any Affordable Housing Appraisal submitted for each Phase shall be included as part of the viability assumptions for the relevant Phase PROVIDED THAT such costs in respect of each Phase shall not exceed £10,000 (ten thousand pounds).

THE ELEVENTH SCHEDULE

Tenancy Strategy

HOUSING CHANGES

What will you see in Harrow?



Tenancy Strategy 2012

**Revised Draft taking into account consultation comments:
9 August 2012**

Introduction

The Localism Act 2011 introduced a number of new flexibilities for local authorities to consider when deciding how to make best use of existing social housing and how to encourage the development of new affordable housing. Alongside this there have also been changes to Housing Benefit rules capping the maximum private rents for which benefit can be claimed, particularly for larger properties, as well as further changes to benefits in general set out in the Welfare Reform Act 2012. As a consequence the Council decided to carry out early consultation with residents from August – October 2011 on how it would respond to the new flexibilities and the difficulties residents were facing due to the benefit changes. This Housing Changes review was reported to Cabinet in December 2011 together with a number of options and a direction of travel was agreed. The Tenancy Strategy sets out the Council's approach to:

- the introduction of flexible fixed term tenancies in Harrow;
- the introduction of Affordable Rents in Harrow

The new strategies and policies within the Housing Changes Review intend to protect residents who most need our support and provide a range of realistic housing options in all tenures. They recognise that because the supply of housing at a low rent for life will never be sufficient to meet all of the priority housing needs in Harrow that residents must consider other options such as renting privately either in Harrow or elsewhere to meet their housing needs.

1. Background

The Localism Act 2011 introduced flexible tenancies. These are fixed term renewable tenancies of not less than 2 years and can be offered to new tenants alongside secure or assured tenancies. It is proposed that the general minimum length of flexible tenancies will be 5 years. A new approach to rents has also been introduced for housing association properties. New build homes and a proportion of relets can now be charged higher rents of up to 80% of market rents.

Existing council and housing association tenants will not be affected by these changes unless they move to a new Affordable Rent property and will continue to enjoy their existing security of tenure and other terms and conditions including the right to buy, succession rights and the right to exchange their tenancy with another secure tenant.

The Act requires every local authority to produce a Tenancy Strategy setting out the expectations for all social landlords in the local area in relation to:

- The types of tenancies that will be granted
- The length of fixed term tenancies when these are granted
- The circumstances under which a particular type of tenancy will be granted
- The process for reviewing tenancies at the end of the fixed term and the circumstances under which a tenancy may or may not be renewed either in the same property or in a different property.

Every social landlord is also required to have a Tenancy Policy. In addition to the above, the Tenancy Policy should contain:

- The way in which a tenant or prospective tenant may appeal or complain about the length and/or type of fixed term tenancy offered and a decision not to renew the tenancy at the end of the fixed term
- How the need of those who are vulnerable by reason of age, disability or illness, and households with children are taken into account including the use of tenancies which provide a reasonable degree of stability
- The advice and assistance to be given to tenants to find alternative accommodation if a fixed term tenancy is not renewed.

The Regulatory Framework for Social Housing in England from April 2012 sets out the specific standards that Registered Providers (RPs) must meet and takes account of the amendments made as a result of the Localism Act. The Tenancy Standard requires RPs to let their homes in a transparent and efficient way and to take account of the housing needs and aspirations of tenants and potential tenants. They must demonstrate how their lettings:

- Make the best use of available housing
- Are compatible with the purpose of the housing
- Contribute to local authorities' strategic housing function and sustainable communities

RP's are also expected to co-operate with local authorities' strategic housing function and their duty to meet identified Local housing needs. This includes assistance with local authorities' homelessness duties, and through meeting obligations in nominations agreements.

This Tenancy Strategy sets out the Council's approach to fixed term tenancies, how these should contribute to making the best use of available social housing and the principles that we expect all social landlords to have regard to when setting out their own Tenancy policies. The intention is to have consistency in social landlords approach to new tenancies so that residents are reassured they will have the same housing offer regardless of who is their social housing landlord in the borough We have combined it with our statement on our approach to Affordable Rents which has also been reviewed and updated. As Harrow Council owns and manages around 5,000 council tenancies we will produce our own Tenancy Policy which will follow the principles set out in this document.

Initial consultation was carried out with local residents prior to the draft Tenancy Strategy being published for formal consultation. Broadly there was support for the introduction of fixed term tenancies for new tenants on the basis this will contribute to making sure that social housing continues to be made available to those who most need it. However the majority of respondents felt that older people and those with disabilities should continue to be offered lifetime tenancies, or at the very least more certainty that their tenancy would be renewed if their circumstances remained the same. The Tenancy Strategy takes into account the views expressed during the initial consultation and has been revised to take account of the views expressed during the formal consultation. The outcomes of all consultation is summarised and available at ...[add link].

2. Context

Harrow is an outer London borough with excellent transport links to central London, schools and access to attractive Green Belt and other open space. Along with other boroughs demand for housing is high and this is reflected in the high cost of housing both to buy and to rent privately. Unlike many other boroughs Harrow has a small supply of social housing at only 10% of the total housing stock. Twice as many people now live in the private rented sector (20%) whilst the vast majority (70%) own their homes.

As a result of Housing Benefit changes and the effects of recession many more people have been coming to the Council for help with their housing over the past year. Due to the limited supply of social housing we help most people by assisting them to remain in their current homes or by encouraging and assisting them to find alternative housing in the private rented sector. It is becoming increasingly important that our small supply of social housing is used to its full potential to provide homes for those in the highest priority housing need. Whilst the introduction of fixed term tenancies is not likely to produce significant numbers of additional social housing for relet it will help us to target social housing at those who most need it and makes an important contribution alongside other initiatives such as those to encourage underoccupiers to downsize.

You can find more information on the facts and figures supporting this strategy at:

http://www.harrow.gov.uk/info/200003/housing_policies_and_planning_for_housing/2522/housing_evidence_base

3. Objectives

This strategy supports a number of our overarching objectives approved by Cabinet in December 2011 as follows:

- **Deliver excellent services shaped and valued by our communities** – we have developed this strategy in consultation with the community
- **Increase the supply of housing, including locally affordable housing and make best use of the existing social housing stock** – whilst we aim to build as much additional affordable housing in Harrow as we can we know this will never meet all needs and therefore our existing social housing stock must be targeted at those who most need it
- **Continue to tackle homelessness by improving access to, and improving standards in the private rented sector** – the tenancy strategy should support and complement initiatives that promote economically realistic housing options in the private sector
- **Enhanced housing options, promoting mobility and choice** - supporting households to consider the economically realistic housing option that best meets their current housing need and to think about what that might be in the future
- **Supporting sustainable and viable communities** – this strategy should contribute to tenancy sustainment and the promotion of employment and training opportunities

so that tenants are supported in adapting to the changing welfare benefits environment and the most vulnerable households are protected and supported in their home.

4. Who should be given which type of tenancy

The Council supports the use of introductory or probationary tenancies followed by fixed term tenancies for the majority of new tenants. They will help us to ensure that our scarce social housing stock is used in the best way to help those most in need.

We have consulted on the best way to balance the need to make the best use of our stock whilst protecting those households who most need our support and whose circumstances are highly unlikely to change in the future and/or not to penalise existing secure tenants who may need to move.

We recommend all new tenancies to be flexible fixed term tenancies, except for:

- (i) older people moving into sheltered or extra care housing, older people who have reached state retirement age and are moving to a smaller property; and
- (ii) underoccupiers of state retirement age moving to a smaller property,

who should be granted life time tenancies and for automatic renewal in certain other circumstances.

The circumstances for automatic renewal are set out in section 7 – Tenancy Reviews (page 6). We would also recommend that secure tenants transferring or mutual exchanging, including through the Housingmoves scheme, to an Affordable Rent property should be offered a life-time tenancy.

The reason for this recommendation is that there may be situations where for example someone no longer needs a specialist or adapted property and the granting of a lifetime tenancy in all circumstances would prevent making best use of the property. Automatic renewal where the need remains still provides the necessary certainty of support to vulnerable households.

5. Minimum length of Tenancy

The council supports the offer of an introductory or probationary tenancy followed by a minimum 5 year tenancy period in most circumstances where a fixed term tenancy is being granted. We consider that a 5 year tenancy offers reasonable security to most households and is considerably more secure than the average initial tenancy granted in the private sector. In addition, we expect the majority of fixed term tenancies will be renewed because people's circumstances have not changed materially, for example the household income has not increased and there is no other more economically realistic affordable housing option and/or the household size still matches the size of property. However, reviewing the tenancy periodically will enable tenants to consider what other housing options there are or might be in the future and to discuss other opportunities for example relating to employment/training initiatives.

The Localism Act allows the granting of shorter tenancies of no less than two years in exceptional circumstances. The council does not generally support the granting of a shorter tenancy period in any circumstances other than those specified below.

- Where a shorter tenancy period is required to enable redevelopment to take place
- In any of the circumstances under section 7 when considering renewal of a tenancy the tenant could move to another property but it would be unreasonable to enforce it at this time

6. Succession

There is an automatic right for a spouse or partner of a tenant to succeed to a fixed term tenancy, but this can only happen once. Social landlords have the discretion to grant additional successions. In view of the limited amount of social housing in Harrow the Council supports discretionary succession only in the following circumstances:

- Where a family member¹ has been part of the household for at least 5 years or where a full time carer (who is not a family member or employed as the carer) gave up accommodation to care for a minimum of 12 months, the property meets their housing needs and no alternative economically realistic housing option exists. In the situation where the property is larger than the needs of the family member or full time carer a suitable alternative economically realistic housing option may be the offer of a suitable social housing property on a flexible tenancy. A succession to a flexible fixed term tenancy should only be granted for the remainder of the life of that tenancy and renewal subject to a review when the end of the tenancy is due.

7. Tenancy Reviews and advice and assistance when a tenancy might not be renewed

The tenancy review should primarily be an opportunity for both landlord and tenant to consider if the current home still best meets the tenants needs and how it might be possible to meet future aspirations for example for home ownership by discussing low cost home ownership options available, savings for deposits etc and by offering advice and guidance to non working households on national and local employment and training initiatives. Based on our evidence we expect the majority of tenancies to be renewed and we also want our strategy to contribute to the continuation of mixed and balanced communities and prevent unnecessary churn and upheaval.

We have recommended in Section 4 that all new tenancies are granted as fixed term tenancies but are automatically renewed in the following circumstances:

- The tenants are of state retirement age and living in a 1 bedroom general needs property;
- The tenant(s), their spouse or partner or a dependent child is disabled validated by means testing for disability benefits;
- The tenant(s), their spouse or partner or a dependent child has a severe learning disability or severe enduring mental health need validated by the relevant officer in the Council's Community, Health and Wellbeing directorate;
- The Tenant was a Care Leaver and is still receiving support from the Council.

The Council expects the following principles to be taken into account when considering whether to renew the tenancy:

¹ The definition of family member is all those individuals defined as family members under s.113 of the Housing Act 1985 as amended.

- The property should not be larger than the current housing needs of the tenant and their household². An examples of where the property is no longer suitable might be if the property is under-occupied by one-bedroom or more and an alternative suitably sized property is being offered, the property has been extensively adapted but for someone with a disability who no longer lives with the tenant and an alternative property is being offered. In these circumstances it would be reasonable not to renew the tenancy so that the property can be let to someone who needs it. Other considerations to be taken into account with regard to the suitability of alternative accommodation might include specific individual circumstances and access to family support networks;
- The tenant's household income is sufficient to enable the tenant and their household to find other suitable accommodation either by moving into intermediate housing (low cost home ownership or sub market rent), private rented or buying on the open market. We propose using the following household income eligibility limits as an absolute income cap, that is anyone earning above these limits (including notional income from capital assets but disregarding disability benefits) would be expected to move independently into intermediate housing or the private sector either to rent or buy:

Household Size	Income Limit
1 bed	£30,000
2 bed	£38,000
3 bed	£48,000
4 bed	£60,000 ³

The information used to calculate these limits is attached at Appendix 1 and will be reviewed and updated annually.

A financial assessment should be carried out for applicants earning below these limits to determine what other affordable housing options are available;

- The tenant's household has assets or savings greater than £24,000. The proposed income and savings limits are the same as will be proposed in the Councils revised Housing Allocations Scheme which would normally exclude them from being granted a tenancy;
- The tenant has breached the terms of their tenancy and failed to reach or maintain an agreement with the Council or their landlord to remedy this breach. For example there are rent arrears and the tenant has not agreed to maintain an agreement to clear these or there has been serious and persistent documented anti-social behaviour.
- The tenant or a member of the household has a conviction for civil disturbance carried out in the locality of Harrow or other criminal activity such as housing fraud.

² The definition of household is the tenant(s) and all those reasonably expected to reside with them

³ The income limits have been calculated with reference to local rents and on the basis that housing costs should not exceed 30% of gross income

We would expect the review to take place at least 9 months before the tenancy is due to come to an end to allow sufficient time for a tenant to find alternative housing if the tenancy is not renewed and alternative accommodation is not to be provided.

We recognise there may be circumstances where it might be considered unreasonable to expect someone to move even if one of the above criteria apply and would recommend allowing a tenancy to continue if:

- The tenant or a member of their household is suffering from a terminal illness;
- The tenant has children attending a local school at key stages of education, specifically in year 10/11 or year 12/13 and no economically realistic alternative housing is available locally.
- The tenant is a foster carer and the tenancy needs to continue to enable them to fulfil this role;
- The tenant is participating in a Tenancy Sustainment Programme or a training and employment programme and moving at this stage would prevent the tenant from completing the programme;
- The tenant makes an active and positive contribution to their local community, through for example volunteering for an approved organisation on a regular weekly basis.

In any of the above circumstances it may be appropriate to offer a shorter tenancy renewal of at least two years or a further five year tenancy depending on individual circumstances.

Given the Council's intention to prevent homelessness wherever possible and to ensure that appropriate economically realistic housing options are available to people in housing need it would be pointless for landlords not to renew tenancies unless they have carried out the review thoroughly including offering appropriate proactive advice and assistance to find alternative accommodation. Options for alternative housing could include home ownership either outright or through the various First Steps initiatives or other government initiatives, a privately rented home either in Harrow or elsewhere or a more suitable affordable rented home either in Harrow or elsewhere. We would also expect appropriate advice on employment and training initiatives to be provided to non working households including young adults who form part of the household.

Where a Tenancy Review is being carried out with a vulnerable household, such as a Care Leaver or other vulnerable adult appropriate support arrangements should be made such as use of an advocate or advocacy service.

Although it is clear in the Localism Act 2011 that it is the responsibility of the landlord to provide the advice and assistance the Council already provides a comprehensive service locally to all applicants for affordable housing including advice and assistance on finding suitable private rented accommodation, and can therefore be contracted to provide this service. The Council will be using this service to provide advice and assistance where it does not renew fixed term tenancies. For details of the service available please contact Jon Dalton by emailing jon.dalton@harrow.gov.uk or phoning 020 8416 8647.

As the Council retains the statutory responsibility to provide housing for priority homeless households we want to ensure that a robust approach is taken to advice and assistance where a tenancy is not renewed and we would ask all social landlords in Harrow to:

- Notify the Council when a tenancy is not to be renewed and of the agreed alternative housing arrangements;
- If not making use of the Council's advice and assistance service (which is our preferred option) to provide details of the advice and assistance provided.

8. Reviews and Complaints

All social landlords are required to set out the way in which a tenant or prospective tenant may seek a review of or complain about the length of the fixed term and the type of tenancy offered and against a decision not to grant another tenancy on the expiry of the fixed term. The Council expects Registered Providers to ensure their Tenancy Policies:

- State how and to whom review requests should be made eg to a senior officer not involved in the original decision
- Give timescales in which the review will be dealt with
- State how the tenant can take their complaint further if they are dissatisfied with the response eg to Housing Ombudsman or by way of judicial review and where they may get independent advice
- Be accessible and widely publicised eg published on websites, available in housing offices, local community buildings etc

The Council would also be able to carry out independent reviews on behalf of social landlords working in Harrow. Please contact Jon Dalton as detailed in section 7 for further information.

9. Affordability

A key element of the Council's Housing Strategy is to enable the development of additional affordable housing and we recognise that at the current time housing associations have been required to contribute to this by charging the new Affordable Rents (up to 80% of market rents) on new developments and a proportion of relets in order to obtain grant funding. We are concerned that charging the maximum of 80% market rent would mean new homes are unaffordable as a result of welfare reforms, especially for large families. However we also need to take account of the small supply of social housing in Harrow and as a result the majority of households in housing need are now offered private rented sector housing either in Harrow or elsewhere at the Local Housing Allowance market rent.

We produced guidance on our approach to Affordable Rents in May 2011 taking account of the above issues. The guidance supported the continued development of affordable housing in the borough and as a consequence accepted that rents of up to 80% could be charged on 1 and 2 bedroom properties to enable social housing rents to be let on the larger family homes. This resulted in a blended average of rents at 50-55% of market across the average new scheme depending on unit mix.

This approach produced an anomaly on some schemes of rents of two bedroom properties being higher than three bedroom properties making it difficult to encourage households to

downsize. We have therefore reviewed our guidance with RPs and amended the guideline rent levels, taking account of local affordability, for each bed size as follows:

1 bed – up to 80%

2 bed – up to 70%

3 bed – up to 60%

4 bed plus – up to 40% with a suggested guideline maximum of £200 per week subject to individual scheme viability⁴

Our general principles in relation to Affordable Rents are therefore:

- We support the introduction of Affordable Rents on new schemes provided they contribute to the continued development of affordable housing in Harrow;
- Registered Providers must take account of welfare benefit caps and set rents that will be affordable locally;
- We support the conversion of a maximum of 25% of the existing RP stock to Affordable Rents provided they contribute to the continued development of affordable housing in Harrow. However where the conversion of properties with 3 bedrooms or greater is proposed, this will not generally be supported;
- We do not support the disposal of stock which results in a net loss of social housing supply and particularly the disposal of family housing.

Our detailed guidance is attached at Appendix 2.

10. Equalities

We have used the outcomes from our consultations and our Evidence Base to complete our Equalities Impact Assessment which is available from the Council's website through the following link: [add link]

11. Reviewing the Tenancy Strategy

This strategy will be monitored and reviewed annually. Revisions, such as to the income and savings caps, will be authorised by the Portfolio Holder for Housing.

⁴ £200 guideline represents 40% of universal cap of £500 per week.

Appendix 1: Income limit Calculation

Income Limits: 18 July 2012

Bed size	Open market purchase			Shared Ownership purchase				Market rent			
	Median House Price	20% deposit required	Mortgage	Gross income required*	Assumed OMV	25% share	10% deposit	Minimum gross income required	Lower quartile rent pw	Lower Quartile Rent PCM	Gross income required
1 bed	£174,650	£34,930	£139,720	£39,920	£195,000	£48,750	£4,875	£26,000	£173	£750	£30,000
2 bed	£286,300	£57,260	£299,040	£65,440	£249,950	£62,488	£6,249	£32,000	£219	£950	£38,000
3 bed	£363,400	£72,680	£290,720	£83,063	£350,000	£87,500	£8,750	£44,000	£277	£1,200	£48,000
4 bed	£471,800	£94,360	£377,440	£107,840	£430,000	£107,500	£10,750	£54,000	£346	£1,500	£60,000

NB. Based on housing costs not exceeding 30% of gross income (which is currently equivalent to 40% of net income where net income is 75% of gross. In 2011 the gross median weekly wage of Harrow residents was £603 (£31,356 per annum) and the gross median weekly wage of Harrow residents working in Harrow was £510 (£26,520 per annum)

Appendix 2

Harrow Council

Policy on Affordable Rent Development – April 2012

Introduction

This Policy Statement updates and replaces the Affordable Housing Framework Position Statement published in May 2011. The original position statement was provided in advance of the deadline for the Homes and Communities Agency 2011-15 bid round.

The interim position provided our Registered Provider (RP) partners with reasonable assurance regarding the levels of open market rent which may be acceptable in Harrow given proposed wider changes to the benefits system at that time. In summary, up to 80% market rent was deemed acceptable on 1 and 2 bedroom properties but that we would ask partners to let 3 bedroom plus homes at existing target rents or as close as possible due to affordability issues.

Changing Policy

Since the Interim position was published, the Welfare Reform Act received royal assent (8th March 2012). The Act puts into law the Welfare Reform Bill and confirms the introduction of Universal Credit.

As a result of changes brought about by the Localism and Welfare Reform Acts, Harrow is reviewing its entire suite of housing policies and strategies to reflect the national changes. An evidence base has been developed to inform the policy changes and this can be found at:

www.harrow.gov.uk/housingchanges

Issues such as population change, affordability, housing need, the existing housing waiting list etc are examined in detail and inform this Affordable Rent policy.

The Affordable Housing Delivery Group was consulted in February 2012 regarding the need to review the Interim position on Affordable rent levels. The main conclusion from the consultation was that many of the RPs had adopted similar approaches to Harrow based on their own research. It was considered that an element of flexibility should be allowed from the original interim guidance, particularly in relation to the anomaly between 2 and 3 bed rent levels, so that priorities such as retaining affordable housing supply could be properly balanced with issues relating to affordability and the range of market rents across bedsizes and across certain areas in the borough..

Rent Levels in Harrow

Rents have been reasonably static across the borough over the last year. Clearly there are variations across the various postcodes in the borough with Stanmore being the most expensive area and Harrow Weald generally being the cheapest in general.

The table below sets out private market rents across Harrow as at April 2012. This information will be updated regularly in the housing changes evidence base which can be accessed through link provided earlier.

	Market Rent	80% Market	LHA	Existing Social Rent
1 bed	£187	£149.60	£173.08	£100
2 bed	£233	£186.40	£219.23	£115
3 bed	£300	£240.00	£288.46	£133
4 bed +	£381	£304.80	£346.15	£141

The above is based on local comparables at April 2012 which will be updated regularly.

Affordability in Harrow

It is recognised that adopting a one size fits all approach to household affordability is difficult given the complexity of the universal cap for working and non working households.

For those in receipt of benefits

Changes to the benefit system through the universal benefit reform limit the amount non working households can claim to a maximum level of £26,000 per annum or £18,200 for single households. This figure includes housing benefit.

We estimate that around 90-95% of those in priority need on the housing waiting list are in receipt of benefits of some sort and are currently undertaking work to determine the number of households who are completely economically inactive, the results of which will be set out in updates to the housing changes evidence base

The table at Appendix 1 of this briefing demonstrates the effects of these changes on various household sizes and shows that family sized housing at 80% market rent is not affordable in Harrow to those in receipt of benefit and classed as non working.

For working households

The affordability measure in use by the HCA and the GLA ranges from a maximum of 40-45% net income to be spent on housing costs depending on tenure.

CACI data for the borough shows that the total average equivalised household income in the borough in 2010 (latest available) was £30,827. This data also shows that around 38% of households in Harrow have a household income of less than £25,000 per annum. The table below shows the minimum household income required for households at the LHA limit and 80% market rent for each bedsize in Harrow (as at April 2012) using 40% net income as the affordability measure.

	LHA Cap (pw)	Per Annum	Min Net Income Required	Min Gross Income (if Net income = 75% Gross)
1 bed	£173.08	£ 9,000.16	£22,500.40	£ 30,000.53
2 bed	£219.23	£11,399.96	£28,499.90	£ 37,999.87
3 bed	£288.46	£14,999.92	£37,499.80	£49,999.73
4 bed	£346.15	£17,999.80	£44,999.50	£59,999.33

	80% Market (pw)	Per Annum	Min Net Income Required	Min Gross Income (if Net income = 75% Gross)
1 bed	£149.60	£ 7,779.20	£19,448.00	£25,930.67
2 bed	£186.40	£ 9,692.80	£24,232.00	£ 32,309.33
3 bed	£240	£12,480.00	£31,200.00	£41,600.00
4 bed	£304.80	£15,849.60	£39,624.00	£52,832.00

Guidance to RPs on the implementation of the Affordable Rent model in Harrow

Taking into account the affordability issues outlined above and the size of the social housing stock in Harrow, our approach is set out below. We stress the importance of RPs continuing to talk to us at an early stage about their proposals so that we can find solutions that enable affordable housing development to continue that will meet priority local needs.

- RPs should continue to have regard to Harrow's policies which encourage the development of affordable housing and in particular 3 bed plus family sized housing, wheelchair housing and supported housing which is affordable to those on the Harrow housing waiting list.
- The Council will consider a "hybrid approach" to the new Affordable Rent model which will allow the continued development of affordable housing, including larger homes at lower rent levels alongside 1 and 2 bed homes at higher rent levels where affordability allows. We would stress that the following ranges represent an indication of what may be considered affordable in Harrow but it is highly important that proposed rents are discussed with the Housing Department early in the scheme formation process.

1 bed – up to 80%

2 bed – up to 70%

3 bed – up to 60%

4 bed plus – up to 40% with a suggested guideline maximum of £200 per week⁵

- In the interests of sustainable communities the Council would encourage a stepped approach to rent levels by unit size to ensure that there are no anomalies between 2 and 3 bedroom rent levels. For example it is often the case that if 3 bedroom properties are charged at target rents, a 2 bedroom property on the same development may cost more if charged at 80% market rent. This may fetter the Council's ability to encourage under occupiers to downsize.

⁵ £200 represents 40% of universal cap of £500 per week.

- We will continue to consider shared ownership that is affordable at the current target income levels. The ratio between rented and shared ownership on development schemes will be 60:40 as a starting point as per current planning policy.
- No rents should be higher than the Local Housing Allowance applicable in Harrow.
- There are relatively few relets of existing RP properties in Harrow and, in view of the overall small size of the social housing stock, conversions of existing target rent properties should be no more than 25% of 1 and 2 bed properties. Conversion of larger properties should not generally be undertaken.
- **All conversion proposals should be discussed and agreed with the borough before they are implemented. It is extremely important that RPs discuss this with the borough as soon as a conversion is identified due to the possibility of clashes with policies such as the Under Occupation Strategy. In addition if there is a S106 agreement attached to the scheme this will require properties to be let at target rents and the agreement would need to be varied to enable properties to be let at the new Affordable Rent.**
- Disposal of family homes (3 bed+) should only be undertaken as a matter of last resort, following discussion and agreement with the borough.
- All nominations for Affordable Rent homes will be through the Locata choice based lettings system i.e. similar applicants to existing arrangements.

We encourage RPs to speak to Harrow about proposals for the new Affordable Rent model as early as possible in the formation of development proposals. Early dialogue will ensure that proposals can be assessed in line with overall priority and agreed accordingly from the outset.

For further information please contact the Enabling team:

Elaine Slowe (Housing Enabling Manager) on 020 8420 9229 or

Damien Lynch (Project Manager – Enabling) on 020 8420 9228

THE COMMON SEAL OF THE LONDON)
BOROUGH OF HARROW was hereunto)
affixed in the presence of:-)



Authorised Officer



144916

EXECUTED as a Deed by
THE COMMON SEAL OF KODAK)
acting by a director
LIMITED was hereunto affixed in the)
presence of:-)



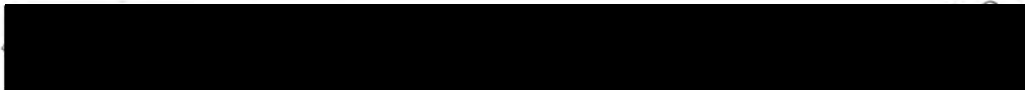
Director

X
Director witness



Secretary Name: *KIM RATLEY*

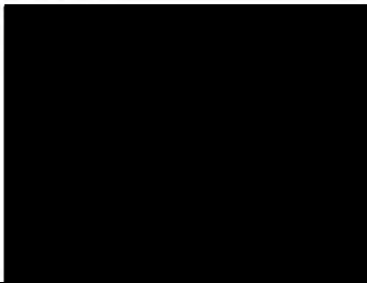
Address:



Occupation: *EXECUTIVE ASSISTANT*

EXECUTED as a Deed by
LS Harrow Properties Limited acting by
[*E. CARRERA*] duly authorised by
Land Securities Portfolio Management Limited
to sign on its behalf as Director of LS Harrow
Properties Limited and its secretary

Director



Secretary



on behalf of

LS Company Secretaries Limited

THE COMMON SEAL of **DEUTSCHE**)
TRUSTEE COMPANY LIMITED)
Was hereunto affixed)
in the presence of:-)



Director



Raman Subberwal
Associate Director



Nick Rogivue
Associate Director

Secretary