Dated 10 NOVEMBER **2026**

THE GREATER LONDON AUTHORITY

-and-

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET

-and-

BDW TRADING LIMITED

-and-

LONDON UNDERGROUND LIMITED

-and-

PLACES FOR LONDON LIMITED

SECTION 106 AGREEMENT

under 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 Section 1 Localism Act 2011 and Section 278 and/or Section 38 of the Highways Act 1980 and all other enabling powers relating to High Barnet Underground Station in the London Borough of Barnet

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Planning Application ref. 25/2671/FUL

GLA Planning Reference: GLA/2026/0044/S3

THIS DEED is made the 10th day of NOVEMBER **2026**

BETWEEN

(1) **THE GREATER LONDON AUTHORITY** (a statutory body established under the Greater London Authority Act 1999) of City Hall, Kamal Chunchie Way, London E16 1ZE ("**GLA**")

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of 2 Bristol Avenue, Colindale, London NW9 4EW ("**Council**")

(3) **BDW TRADING LIMITED (Co. Regn. No. 03018173)** whose registered office is Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF (**"BDW"**)

(4) **LONDON UNDERGROUND LIMITED (Co. Regn. No. 01900907)** of 5 Endeavour Square, London E20 1JN ("**Freehold Owner**")

(5) **PLACES FOR LONDON LIMITED (Co. Regn. No. 08961151)** of 5 Endeavour Square, London E20 1JN (**"Leasehold Owner"**)

the Freehold Owner and the Leasehold Owner together being **"the Owner"**

Recitals

(A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and the Council is empowered to discharge and enforce the obligations in this Deed.

(B) The Freehold Owner is the proprietor of the freehold interest in the Site registered at HM Land Registry under title number NGL726761.

(C) The Leasehold Owner is the owner of the leasehold interest in the Site registered at HM Land Registry under title number AGL659731.

(D) BDW has entered into the Conditional Joint Venture Agreement with the Freehold Owner and the Leasehold Owner in order to create the Developer and will deliver the Development.

(E) At the point at which the Conditional Joint Venture Agreement becomes unconditional the Developer will be incorporated and will be assigned the lease currently held by the Leasehold Owner.

(F) BDW and TTL High Barnet Properties Limited and the Freeholder Owner and the Leasehold Owner submitted the Application to the Council for the Permission to carry out the Development, such Application being validated by the Council on 27 June 2025.

(G) The Council resolved at its planning committee meeting on 8 December 2025 to refuse the Application.

(H) On 26 January 2026, the Deputy Mayor for Planning, Regeneration and Skills gave a direction to the Council under powers conferred by section 2A of the 1990 Act and delegated by the Mayor of London that they would act as the local planning authority for the purposes of determining the Application.

(I) At a representation hearing held on 27 May 2026, the Deputy Mayor for Planning, Regeneration and Skills resolved to approve the Application and grant the Permission subject to imposing planning conditions and prior completion of this Deed.

(J) The GLA is a body established pursuant to the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London fulfilling its function under section 2E(2) of the 1990 Act.

(K) In accordance with section 2E(5) of the 1990 Act, the Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed and except where expressly stated otherwise in this Deed the Council shall have primary responsibility for such monitoring and enforcement.

(L) The GLA considers it expedient and in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating and facilitating the Development in the manner set out in this Deed.

(M) The Council acknowledges and confirms that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act.

(N) The parties agree that the obligations in this Deed are in the interests of the proper planning of the Council's administrative area.

(O) The parties are satisfied that the restrictions, obligations and provisions contained in this Deed meet the tests of planning obligations set out in regulation 122(2) of the Community Infrastructure Levy Regulations 2010, being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

1. Definitions and Interpretation

In this Deed (including the schedules) the following words and expressions shall unless the context otherwise requires have the following meanings:

1.1 **Definitions:**

"1974 Act"	means the Greater London Council (General Powers) Act 1974 (as amended);
"1980 Act"	means the Highways Act 1980;
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);

"Additional Affordable Housing Scheme" means a scheme to be prepared by the Owner and submitted to the Council in accordance with Schedule 4 of this Deed detailing the Additional Affordable Housing Units to be provided and which:

(a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s);

(b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;

(c) ensures that no phase will comprise solely or substantially of Open Market Housing Units only;

(d) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units; and

(e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 3.6 of Schedule 4 applies;

"Additional Affordable Housing Units" means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 3 of Schedule 4 of this Deed;

"Affordable Housing" means 'affordable housing' as defined in Annex 2 to the National Planning Policy Framework, for the avoidance of doubt including Social Rented Housing, London Shared Ownership Housing and London Living Rent Housing, provided to eligible households whose needs are not met by the market and which housing should:

(a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices; and

(b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the Local Government Act 1963);

"Affordable Housing Mix" means the Affordable Housing Units to be provided as part of the Development which shall comprise:-

(a) not fewer than 56 (fifty six) Intermediate Housing Units being 46.3% (forty six point three per cent) by Habitable Room of the Affordable Housing Units; and

(b) not fewer than 44 (forty four) Social Rented Housing Units being 53.7% (fifty three point seven per cent) by Habitable Room of the Affordable Housing Units,

in accordance with the mix table set out in paragraph 2.2.3 of Schedule 3;

"Affordable Housing Provider" means:

(a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); or

(b) an approved development partner of Homes England (or successor agency) or the GLA which is eligible to obtain grant funding; or

(c) the Council; or

(d) any other body specialising in the provision of Affordable Housing;

"Affordable Housing Units" means no fewer than 100 (one hundred) Residential Units (comprised of no fewer than 324 (three hundred and twenty four) Habitable Rooms) to be provided as Affordable Housing within the Development in accordance with the Affordable Housing Mix and the provisions of Schedule 3 and as shown on Plan 2 and "**Affordable Housing Unit**" shall be construed accordingly;

"Application" means the planning application submitted to the Council allocated reference 25/2671/FUL by the Council and allocated reference number GLA/2026/0044/S3 by the GLA;

"Approved Habitat Management and Monitoring Plan" means the habitat management and monitoring plan approved in accordance with condition 44 of the Permission;

"As-Built Part L Calculations" means the certified final "As-Built" Building Regulations Part L 2013 calculations to be submitted to the Council confirming the actual on-site regulated carbon dioxide emissions reductions achieved by the Development and any offset carbon dioxide emissions reductions to be applied;

"Average Intermediate Housing Value" means the average value of the Intermediate Housing floorspace per square metre at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner;

"Average Open Market Housing Value" means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Early Stage Review Date based on the relevant information provided to

establish the Early Stage Review GDV to be assessed by the Council and the Owner;

"Average Social Rented Housing Value" means the average value of Social Rented Housing floorspace per square metre on the Site at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner;

"BNG Monitoring Contribution" means the sum of £9,238.40 (nine thousand two hundred and thirty eight pounds and forty pence) Indexed being a contribution towards the Council's costs of monitoring the maintenance of on site biodiversity gain measures in accordance with the Approved Habitat Management and Monitoring Plan;

"Borough" means the London Borough of Barnet;

"Build Costs" means the build costs comprising construction of the Open Market Housing Units supported by evidence of these costs to the GLA's and the Council's reasonable satisfaction including but not limited to:

(a) details of payments made or agreed to be paid in the relevant Building Contract(s);

(b) receipted invoices;

(c) costs certified by the Owner's quantity surveyor, costs consultant or agent,

but for the avoidance of doubt build costs exclude:

(i) professional, finance, legal and marketing costs;

(ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and

(iii) any costs arising from Fraudulent Transactions;

"Building Contract" means a building contract to be entered into by the Owner and its preferred building contractor to construct the Development or for works packages comprised in the construction of the Development;

"Carbon Dioxide Emissions Reduction Target" means the achievement of a zero carbon development with a minimum on-site reduction of at least 35 per cent beyond Building Regulations;

"Carbon Offsetting Contribution" means the estimated sum of £180,763 (one hundred and eighty thousand seven hundred and sixty three pounds) Indexed to be used towards carbon offsetting measures in the Borough;

"Carbon Offsetting Contribution Formula"	means $(T - R) \times Y \times Z$ where: T = is the target reduction in the amount of carbon dioxide emissions from the Development per annum (expressed in tonnes of CO2 per annum) R = is the carbon dioxide emissions from the Development per annum (expressed in tonnes of CO2 per annum) Y = is £95 per tonne of carbon dioxide, and Z = is 30 years;
"CCTV Contribution"	means the sum of £60,000 (sixty thousand pounds) Indexed to be used towards the provision of CCTV to support Active Travel Zone improvements within the vicinity of the Site;
"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee;
"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
"Commencement"	means the date on which the Permission or where the context requires any part thereof is implemented by the carrying out of any Material Operation but for the purpose of this Deed excluding the Preparatory Works and "**Commenced**" and "**Commence**" shall be construed accordingly;
"Commercial Floorspace"	means the part of the Development falling within Use Class E in accordance with the Permission;
"Commercial Travel Plan"	means a written plan broadly in accordance with the Framework Travel Plan which sets out measures to be adopted by the Owner to promote sustainable forms of transport and to discourage use of single car occupancy by employees and visitors to the Commercial Floorspace and which is TRICS compliant;

"Commercial Travel Plan Incentives"	means the following incentives to be made available to the first employees of the Commercial Floorspace within the Development in accordance with paragraph 3.8 of Schedule 5 (a) membership of a car club and/or car club vehicle hire credit to the value of up to £200; or (b) pre-loaded credit to the value of up to £200 on an Oyster Card; or (c) Cycle Voucher to the value of up to £200;
"Commercial Travel Plan Monitoring Fee"	means the sum of £15,000 (fifteen thousand pounds) Indexed being a contribution towards the Council's costs of monitoring the Commercial Travel Plan;
"Completion Report"	means a completion report submitted to the Council pursuant to part 3(b) of condition 44 of the Permission;
"Conditional Joint Venture Agreement"	means a conditional joint venture agreement made between BDW the Freehold Owner and the Leasehold Owner dated 24 October 2024;
"CPI"	means the Consumer Prices Index known as CPI published monthly by the Office for National Statistics or, if the Consumer Prices Index including owner occupiers' housing costs is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;
"CPZ"	means any controlled parking zone being a parking scheme established and operated by a local authority under the Road Traffic Regulation Act 1984 in which on street parking in a respective area designated as a controlled parking zone is restricted to vehicles with parking permits in the Borough;
"CPZ Contribution"	means the sum of £14,293.05 (fourteen thousand two hundred and ninety three pounds and five pence) Indexed comprising: (a) £10,000 (ten thousand pounds) towards the costs of the CPZ Study; and (b) £4,293.05 (four thousand two hundred and ninety three pounds and five pence) towards the costs of amendments to the Traffic Management Order for local CPZs in order to mitigate against traffic impacts arising from the Development;
"CPZ Implementation Contribution"	means a sum to be determined by the Council by reference to the actual costs incurred by it but not exceeding £50,000 (fifty thousand pounds) Indexed toward implementing

amendments to existing CPZ(s) or creation of a new CPZ PROVIDED THAT a need is demonstrated following the CPZ Study;

"CPZ Study" means a study of the operation and capacity of CPZs in the vicinity of the Development;

"CTP Champion" means a person appointed by the Owner who shall be responsible for implementing, monitoring progress, reviewing and reporting the Commercial Travel Plan in order to ensure that the Commercial Travel Plan achieves its objectives and targets including the Commercial Travel Plan Incentives;

"Cycle Voucher" means a voucher which entitles the holder to use the value of the voucher towards the purchase of a bicycle or bicycle accessories from a participating store;

"Date of Deemed Service" means, in each instance where a Chargee has served a Default Notice under paragraph 6.1.1 of Schedule 3:-

(a) in the case of service by delivery by hand of the Default Notice to the Council's offices at 2 Bristol Avenue, London NW9 4EW. the GLA's offices at City Hall, Kamal Chunchie Way, London E16 1ZE and TfL's offices at 5 Endeavour Square, London E20 1JN during the hours of 09.00 a.m. to 05.00 p.m., the date on which the Default Notice is so delivered; or

(b) in the case of service by using first class registered post to the Council's offices at 2 Bristol Avenue, London NW9 4EW, the GLA's offices at City Hall, Kamal Chunchie Way, London E16 1ZE and TfL's offices at 5 Endeavour Square, London E20 1JN, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council and the GLA (by Royal Mail proof of delivery or otherwise);

"Default Notice" means a notice in writing served on the Council and the GLA by the Chargee under paragraph 6.1.1 or 6.1.2 of Schedule 3 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

"Defects Liability Period" means such period following Practical Completion in which a contractor may remedy defects as may be included in the Building Contract;

"Determination Notice"	means a notice of dispute served by any party to this Deed pursuant to clause 16 of this Deed;
"Developer"	means a new limited liability partnership which is to be known as High Barnet Properties LLP and: (a) will be formed between TTL High Barnet Properties Limited and BDW when the Conditional Joint Venture Agreement has become unconditional; (b) will (at the date on which the Conditional Joint Venture Agreement becomes unconditional) be granted a lease of the Site; and (c) will carry out the Development;
"Development"	means the demolition of the existing buildings and structures and redevelopment of the Site, comprising residential led development to provide 283 residential units (Use Class C3) and 567 sqm of flexible commercial space (Use Class E) at ground level, within 5 buildings ranging in height from 5 to 11 storeys (Buildings A - B between 6 and 11 storeys, Buildings C – D between 5 and 7 storeys, Building E at 8 storeys) together with residents cycle parking and accessible car parking spaces, landscaping and residents external amenity spaces, plus public realm and access improvements to: Barnet Hill including new pedestrian route and crossings, High Barnet station forecourt including non residential cycle parking and accessible car parking spaces, station approach including 9 short stay parking bays, and to sloped pedestrian woodland approach located at the north of the site, and associated works;
"Disabled Person's Badge"	means a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;
"Disposal"	means:- (a) the grant of a leasehold interest in any Open Market Housing Unit; or (b) the grant of an assured shorthold tenancy agreement or a short term let in respect of any Open Market Housing Unit ALWAYS excluding Fraudulent Transactions and "**Dispose**", "**Disposes**", "**Disposals**" and "**Disposed**" shall be construed accordingly;
"EAHP Survey"	means a survey issued to at least 20 Residential Units (which should include a mixture of 1, 2 and 3-bedroom dwellings on different floors) requesting details of their satisfaction with the

exhaust air heat pump in their Residential Unit over the previous twelve (12) months;

"Early Stage Development Viability Information" means the information required for the Early Stage Review calculated in accordance with Formulae 1a and 2 to assess the changes in GDV and Build Costs since the date of the grant of the Permission to determine whether a Surplus Profit has arisen and the quantum of any Additional Affordable Housing Units that should be provided and including supporting evidence to the Council's reasonable satisfaction such information being:

(a) Estimated GDV;

(b) Estimated Build Costs;

(c) Average Open Market Housing Value;

(d) Average Social Rented Housing Value; and

(e) Average Intermediate Housing Value;

"Early Stage Review" means an upward only review of the financial viability of the whole of the Development and submission of the Early Stage Development Viability Information prepared by or on behalf of the Owner in connection with the whole of the Development in accordance with the provisions of Schedule 4;

"Early Stage Review Build Costs" means the sum of:-

(a) the estimated Build Costs remaining to be incurred; and

(b) the Build Costs actually incurred,

as determined at the Early Stage Review Date;

"Early Stage Review Date" means the date of the submission of the Early Stage Development Viability Information pursuant to paragraph 1 of Schedule 4;

"Early Stage Review GDV" means the sum of:-

(a) the estimated Market Value of the Open Market Housing Units; and

(b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner and/or the Developer (as applicable) to the Council and/or the GLA (as applicable),

as determined at the Early Stage Review Date;

"Eligible Purchaser"	means a purchaser or purchasers who at the date of purchasing the relevant London Shared Ownership Housing Unit: (a) has a Household Income not exceeding £90,000 (ninety thousand pounds) Indexed or such other greater amount published by the GLA from time to time; (b) is at least 18 years old; and can demonstrate that they can afford and sustain the purchase;
"Eligible Renter"	means a tenant without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant Social Rented Housing Unit or the London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £67,000 (sixty seven thousand pounds) and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;
"Expert"	means an independent and suitable person holding appropriate professional qualifications to be appointed to determine any dispute pursuant to clause 16 of this Deed;
"External Consultant"	means the external consultant appointed by the Council and the GLA (as applicable) to assess the Early Stage Development Viability Information;
"Finally Determined"	means Proceedings have been finally disposed of such that all statutory periods have expired without any further applications being made to the relevant determining authority/Court or tribunal of competent jurisdiction;
"Formula 1a"	means the formula identified as "Formula 1a" within the Appendix of Schedule 4;
"Formula 2"	means the formula identified as "Formula 2" within the Appendix of Schedule 4;
"Framework Travel Plan"	means the framework travel plan document dated June 2025 titled Framework Travel Plan – High Barnet Station accompanying the Application;
"Fraudulent Transactions"	means: (a) a transaction the purpose or effect of which is to artificially reduce GDV and/or artificially increase Build Costs; or

(b) a Disposal that is not an arm's length third party bona fide transaction;

"GDV" means the gross development value of the Open Market Housing Units;

"Habitable Room" means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, studies, bathrooms, toilets, corridors and halls;

"Highway Works" means the works in the public highway as shown on Plan 3 comprising the following unless otherwise agreed with the Council:

(a) Relocation of the existing signalised crossing on Barnet Hill from north of the Junction with Station Approach to south of the junction with Station Approach;

(b) Amendments to the existing footway and bus stop (including cage, border and shelter) at and around Bus Stop R (southbound) to accommodate a wider footway and active frontages (that would be within the Site boundary) and enable two buses to stop fully within the amended bus cage;

(c) Introduction of a new signalised crossing on Barnet Hill 40m north of the junction with Underhill;

(d) Relocation/replacement of Bus Stop Q (northbound) (including bus countdown) approximately 150m south along Barnet Hill to align with the existing Bus Stop R (southbound) and relocated signalised crossing including any temporary bus stop arrangements during the relocation;

(e) Adjustments to Station Approach including new alignment and dropped kerbs to accommodate improvements for pedestrians and vehicles within the Site boundary;

(f) Adjustments to the Container Yard junction on Barnet Hill to formalise a junction and accommodate the crossing of a new footway with dropped kerbs and tactile paving; and

(g) Relocation/replacement of Bus Stop W (northbound) (including bus countdown) approximately 10m south of existing to accommodate new signalised crossing including any temporary bus stop arrangements during the relocation;

"Highways Agreement"	means an agreement entered into pursuant to Section 278 and/or Section 38 of the 1980 Act relating to the carrying out of the Highway Works;
"Household"	means in relation to person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a Social Rented Housing Unit or a London Living Rent Housing Unit, share that unit with A and one another as the only or main residence as both A and such other persons;
"Household Income"	means: (a) in relation to a single Eligible Purchaser or Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and (b) in relation to joint Eligible Purchasers or Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households;
"Indexed"	means indexed in accordance with Clause 14;
"Intention Notice"	means a notice in writing served on the Chargee by the Council or the GLA under paragraph 6.2 of Schedule 3 that the Council or the GLA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
"Interest"	means simple interest at a rate per annum of four (4) percentage points above the Bank of England base rate in force from time to time, such interest to be apportioned on a daily basis;
"Intermediate Housing"	means a unit of Affordable Housing which is provided at prices or rents above those of Social Rented Housing but below market prices or rents and will meet the criteria set out in paragraphs (c) and/or (d) in the definition of Affordable Housing contained in Annex 2 of the National Planning Policy Framework (2024) or as updated and for the avoidance of doubt can include shared equity products, shared ownership Housing and other low cost or discounted homes for sale and intermediate rent and including for the avoidance of doubt intermediate housing products supported by the London Plan but which for the purposes of this Deed shall be provided as:- (a) London Shared Ownership Housing; (b) London Living Rent Housing; or (c) such other form of intermediate housing subject to agreement with the Council (in writing);

"Intermediate Housing Unit"	means Affordable Housing Units comprised of not fewer than 150 (one hundred and fifty) Habitable Rooms to be provided as Intermediate Housing and "**Intermediate Housing Units**" shall be construed accordingly;
"London Housing Design and Quality Standards"	means the design standards for new homes set out in the London Plan, the Mayor of London's Housing Supplementary Planning Guidance (March 2016) and the Housing Design Standards LPG (June 2023);
"London Living Rent Housing"	means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy: (a) with a minimum term of three years unless a shorter term is requested by the tenant; (b) with a break clause allowing the tenant to end the tenancy any time after the first six (6) months of the tenancy with one (1) month's notice; (c) at rents not exceeding the relevant maximum rents published by the GLA annually; and (d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above;
"London Living Rent Housing Units"	means the Affordable Housing Units that may be made available for London Living Rent Housing in accordance with this Deed together with any Additional Affordable Housing Units which are to be delivered as London Living Rent Housing;
"London Plan"	means the latest spatial development strategy for Greater London published under section 337 of the Greater London Authority Act 1999 being at the date of this Deed the London Plan published in March 2021 and including any revisions and successor plans thereto;
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;
"London Shared Ownership Housing"	means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee

for the time being has the right to carry out Staircasing and dispose of the unit on the open market and in relation to which:

(a) initial annual rent must not exceed 2.75 per cent of the value of the unsold equity;

(b) annual rent increases must not exceed the corresponding percentage increase in CPI (which shall be deemed to be nil where there is no increase) (using the latest published CPI figure and the CPI figure for the corresponding month in the previous year) plus 1 percentage point;

(c) the term of the lease must be at least 990 years;

(d) annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) should generally not exceed 28% (twenty eight per cent) of the relevant annual gross income upper limit (such 28% (twenty eight per cent) being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70% (seventy per cent) of gross income) last published by the GLA; and

(e) all other relevant requirements of the GLA's latest Affordable Housing Capital Funding Guide (or such replacement document as may be published from time to time) are met,

and "**London Shared Ownership Lease**" and "**London Shared Ownership Lessee**" are construed accordingly;

"London Shared Ownership Housing Unit" means the Affordable Housing Units that may be made available for London Shared Ownership Housing in accordance with this Deed and in particular the Affordable Housing Mix together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing;

"Market Value" means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Early Stage Review Date based on detailed comparable market evidence, to be assessed by the GLA and the Council, disregarding Fraudulent Transactions and assuming:

(a) a willing seller and a willing buyer;

(b) that, prior to the date of valuation, there has been a reasonable period of not less than six (6) months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;

(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and

(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

"Material Operation" means a material operation comprised in the Development as defined by section 56(4) of the 1990 Act;

"Monitoring Fee" means the sum of £9,000 (nine thousand pounds) Indexed to cover the costs and expenses incurred by the Council in monitoring the Development to ensure the Development is delivered in accordance with the terms of this Deed;

"Moratorium Period" means, in each instance where a Chargee has served a Default Notice under paragraph 6.1.1 of Schedule 3, the period from (and including) the Date of Deemed Service on the Council and the GLA of the Default Notice to (and including) the date falling three (3) months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council and the GLA);

"Nominations Agreement" means an agreement to be entered into by the Council and the Affordable Housing Provider in a suitable form agreed by the relevant Affordable Housing Provider and the Council (each acting reasonably) and providing the Council with 100% (one hundred per cent) nomination rights in respect of the first letting of the Social Rented Housing Units and 100% (one hundred per cent) nomination rights in respect of all subsequent lettings (and for the avoidance of doubt in the event of conflict between the form of that agreement and the provisions of this Deed, the provisions of this Deed shall prevail);

"Occupation" means the occupation of any part of the Development permitted by the Permission but not including occupation by personnel engaged in construction, fitting out, decoration, marketing security or display (and "**Occupier**", "**Occupiers**", "**Occupied**", "**Occupy**" and "**Occupying**" shall be construed accordingly);

"Open Market Housing Units" means the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units and "**Open Market Housing**" and "**Open Market Housing Unit**" shall be construed accordingly;

"Option" means the option to be granted to the Council or the GLA (and/or their nominated substitute Affordable Housing Provider) in accordance with paragraph 6.3 of Schedule 3 for

	the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units;
"Pedestrian Crossing Contribution"	means the sum of £25,000 (twenty five thousand pounds) Indexed to be used towards installing pedestrian "Countdown" timers on the three pedestrian crossing arms of the Barnet Hill / Meadway junction to the north of the Site;
"Permission"	means the full planning permission for the Development to be granted pursuant to the Application substantially in the form of the draft decision notice attached to this Deed at Schedule 1;
"Plan 1"	means the plan of the Site shown edged red and marked "Plan 1" at Schedule 2;
"Plan 2"	means the plan showing the location of the Affordable Housing Units marked "Plan 2" at Schedule 2;
"Plan 3"	means the plan showing the extent of the Highway Works marked "Plan 3" at Schedule 2;
"Plan 4"	means the plan showing the Public Realm marked "Plan 4" at Schedule 2;
"Play Space Contribution"	means the sum of £69,359.52 (sixty nine thousand three hundred and fifty nine pounds and fifty two pence) Indexed to be used towards 12+ play provision within close proximity to the Site;
"Practical Completion"	means the issue of a certificate of practical completion by the Developer's architect, engineer or other certifying officer as the case may be under the relevant Building Contract entered into in respect of the Development or part thereof and "**Practically Complete**" and "**Practically Completed**" shall be construed accordingly;
"Preparatory Works"	means: (a) demolition works; (b) works of site clearance including the demolition of existing buildings and structures and the removal of hard standing and regrading and relevelling; (c) excavation and in the case of Blocks A and E any works lower than ground floor or lower ground floor (whichever is lower); (d) archaeological works; (e) ground investigation and site surveys; (f) site preparation;

(g) environmental preparatory works;

(h) the erection of fencing to enclose the Development or any part of the Development;

(i) laying of or provision of any utilities or services and/or services diversion works on or under the Development or any part of the Development;

(j) the laying out of temporary and permanent roads;

(k) the erection of site buildings for construction purposes;

(l) contamination tests;

(m) remediation or trial pits;

(n) works of decontamination remediation; and

(o) measures to control poor air quality and dust emissions during construction (including but not limited to the installation of dust mitigation barriers and washing down facilities);

"Proceedings" means any challenge to the validity or lawfulness of the Permission in the courts brought by means of proceedings for judicial review, statutory challenge, declaratory proceedings or otherwise calling into question the validity of the Permission including any proceedings by way of an appeal to the Court of Appeal, Supreme Court or to any other appellate body;

"Public Realm" means the public realm to be delivered on Site in the area shown on Plan 4 shaded blue in accordance with details to be approved under draft condition 31;

"Public Subsidy" means funding from the Council and/or the GLA together with any additional public subsidy secured by Owner and/or the Developer (as applicable) or an Affordable Housing Provider to support the delivery of the Development;

"Purchased LLR Unit" means any London Living Rent Housing Unit which is acquired by its tenant (or tenants) or by another Eligible Purchaser and subsequently owned by that tenant (or tenants) or Eligible Purchaser as London Shared Ownership Housing in accordance with paragraph 8.5 of Schedule 3;

"Quarter Day" means 25 March, 24 June, 29 September and 25 December;

"Reasonable Endeavours" means that a party responsible for an obligation will not take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary in this Deed) but such party will exert itself to perform or fulfil the relevant obligation by expenditure of such effort and reasonable sums of money (where appropriate in the context) and the

	engagement of such professional or other advisors as in all the circumstances may be reasonable to expect which shall mean: (a) in the case of the Owner, of a public body acting as landowner; (b) in the case of the Developer, of a competent commercial developer and landowner in the context of the Development; and (c) in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions;
"Remedial Notice"	means notice served by the Council on the Owner detailing the ways in which the Owner has not complied with or has breached the Approved Habitat Management and Monitoring Plan;
"Remediation Works"	means the works required to remedy the non-compliance or breach set out in the Remedial Notice;
"Rent Guidance"	means the Policy Statement on Rents for Social Housing 2026 issued by the Ministry of Housing, Communities and Local Government or such other replacement guidance or direction or legislation;
"Rent Standard"	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016 and the Rent Guidance together with the Rent Standard Guidance published by the Ministry of Housing, Communities and Local Government from time to time or such other replacement guidance or direction or legislation;
"Reportable Unit"	means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential);
"Reportable Unit (Energy Centre)"	means either a connection to a third-party district heating network, a self-contained energy centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a block);
"Reportable Unit (Non-Residential)"	means a building with a single occupier/tenant (including a block of flats' communal areas) or a building with multiple tenants;
"Reportable Unit (Residential)"	means an individual block of five (5) or more flats or a group of five (5) or more houses;

"Residential Travel Plan"	means a written plan broadly in accordance with the Framework Travel Plan which sets out measures to be adopted by the Owner to promote sustainable forms of transport and to discourage use of single car occupancy by residential Occupiers and visitors to the Residential Units and which is TRICS compliant;
"Residential Travel Plan Incentives"	means the following incentives to be made available to the first Occupiers of the Residential Units within the Development in accordance with paragraph 2.8 of Schedule 5: (a) membership of a car club and/or car club vehicle hire credit to the value of up to £200; or (b) pre-loaded credit to the value of up to £200 on an Oyster Card; or (c) Cycle Voucher to the value of up to £200;
"Residential Travel Plan Monitoring Fee"	means the sum of £15,000 (fifteen thousand pounds) Indexed being a contribution towards the Council's costs of monitoring the Residential Travel Plan;
"Residential Unit"	means a residential unit provided as part of the Development and "**Residential Units**" shall be construed accordingly;
"RTA Purchaser"	means a former tenant of an Affordable Housing Unit who has purchased that unit under the provisions of the right to acquire created by Section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V Housing Act 1985 or any other equivalent contractual right or statutory right in force from time to time entitling a tenant of an Affordable Housing Provider to purchase their home(s);
"RTP Champion"	means a person appointed by the Owner who shall be responsible for implementing, monitoring progress, reviewing and reporting the Residential Travel Plan in order to ensure that the Residential Travel Plan achieves its objectives and targets including the Residential Travel Plan Incentives;
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit;
"Site"	means the land shown edged red on Plan 1;

"Social Rented Housing"	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at rents no higher than Target Rents;
"Social Rented Housing Units"	means Affordable Housing Units comprised of not fewer than 174 (one hundred and seventy four) Habitable Rooms to be provided as Social Rented Housing and "**Social Rented Housing Unit**" shall be construed accordingly;
"Staircasing"	means the acquisition by a London Shared Ownership Housing purchaser of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100% (one hundred per cent) equity and "**Staircased**" shall be construed accordingly;
"Statutory Undertaker"	means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator;
"Substantial Implementation"	means the occurrence of all of the following in respect of the Development: (a) the completion of works up to the ground floor slab of the first building or block to be constructed as part of the Development if that block is Block A or E and the completion of works up to the first floor slab if that block is any other block than Block A or E; and (b) the completion of preparatory works to the first building or block to be constructed as part of the Development;
"Substantial Implementation Target Date"	means the date being thirty six (36) months from but excluding the date of grant of the Permission and will be extended day for day by any period to account for any Proceedings which shall continue to extend until those Proceedings are Finally Determined with the result that the Permission is not quashed or any other date agreed by the Council and/or the GLA;
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;
"Surplus Profit"	means the surplus profit determined in Formula 1a as a result of the application of the Early Stage Review methodology in Schedule 4;
"Target Rents"	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Standard and subject to the limit on rent changes and rent

	caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;
"TfL"	means Transport for London;
"Toucan Crossing Contribution"	means the sum of £80,000 (eighty thousand pounds) Indexed to be used towards a study of the operation of the proposed Toucan crossing and Barnet Hill/Underhill junction following full Occupation and the implementation of agreed measures to optimise them and minimise the potential for adverse interaction between them;
"Working Day(s)"	means any day other than Saturday, Sunday and public holidays in England.

2. Interpretation

2.1 References to the GLA, the Council, the Owner and BDW shall include their respective successors in title or function (as applicable) unless otherwise expressly stated.

2.2 Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

2.3 Words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.

2.4 Any reference to a specific statute or statutes shall include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

2.5 References in this Deed to any clause or Schedule without further designation shall be construed as a reference to the clause or Schedule to this Deed so numbered.

2.6 The clause paragraph and Schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

2.7 The word including shall be construed without prejudice to the generality of the words preceding it.

2.8 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.

2.9 Any covenant not to Commence the Development or Occupy the Development includes an obligation not to Commence any part of the Development or Occupy any part of the Development.

2.10 Save in respect of the Permission, in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms conditions and provisions of this Deed will prevail.

2.11 In this Deed, unless otherwise specifically stated, any reference to the term "month" shall mean calendar month and any reference to the term "year" shall mean calendar year.

2.12 Where any covenants in this Deed are given by or for the benefit of more than one party they are given by or for the benefit of them jointly and severally.

2.13 Any reference in this Deed to any statute, bye-law, regulation, order and delegated legislation includes any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or modifying from time to time and for the time being in force.

2.14 The Interpretation Act 1978 shall apply to this Deed.

2.15 It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the parties under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing.

3. Statutory provisions

3.1 This Deed is entered into pursuant to:

(a) section 106 of the 1990 Act;

(b) section 2E of the 1990 Act;

(c) section 16 of the 1974 Act;

(d) section 111 of the Local Government Act 1972;

(e) section 1 of the Localism Act 2011; and

(f) all other powers enabling.

3.2 The covenants, restrictions, undertakings and requirements imposed upon the Owner under this Deed entered into by deed are planning obligations pursuant to section 106 of the 1990 Act, are entered into by the Owner with the intent that the obligations will bind the Site and are enforceable without the limit of time by the GLA and the Council as local planning authority against the Owner and its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such covenants, restrictions, undertakings and requirements which relate to the interest for the time being held by that person.

3.3 To the extent that any of the obligations in this Deed are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into pursuant to the powers identified in clause 3.1.

4. Conditions Precedent

4.1 This Deed will come into effect on the date hereof save as follows:

(a) clauses 5.1(a), 5.1(b), 5.1(c), 5.1(d), 5.2, 6.1(a), 6.2, 8.2, 8.5, 9.2 and 9.4 which will come into effect on the date of grant of the Permission; and

(b) the obligations in the schedules to this Deed which take effect on the Commencement of Development unless otherwise specified.

5. The Owner's covenants

5.1 The Owner hereby covenants with and undertakes to the GLA and the Council:

(a) to observe and perform or cause to be observed and performed the obligations and covenants on its part contained in the Schedules to this Deed;

(b) to observe and perform or cause to be observed and performed the terms, covenants and obligations on its part in the Deed;

(c) to notify the GLA and the Council in writing not less than five (5) Working Days before the anticipated date of each of the following events occurring:

i. Commencement of Development;

ii. Practical Completion;

iii. first Occupation of the Development;

iv. first Occupation of the Residential Units;

v. first Occupation of the Affordable Housing Units;

vi. first Occupation of the Commercial Floorspace;

vii. Occupation of 50% of the Residential Units;

viii. Occupation of 50% of the Open Market Housing Units; and

ix. Occupation of 75% of the Open Market Housing Units;

(d) not to cause, suffer or permit the occurrence of any event specified in clause 5.1(c) above until it has given notice to the GLA and the Council of the anticipated date of that event in accordance with clause 5.1(c).

5.2 If the Owner fails to give notice of any date under and in accordance with clause 5.1(c) above, the GLA and/or the Council (acting reasonably) may deem the relevant event to have occurred on the earliest date on which the relevant event could have occurred unless the Owner can demonstrate to the GLA's and/or the Council's satisfaction that the relevant event happened at a later date.

5.3 The Owner hereby acknowledges and declares:

(a) that subject to clause 5.4, it is the primary party liable for the performance of the obligations set out in the Schedules; and

(b) the Site is bound by this Deed for the purposes of section 106(1) and section 106(3)(b) of the 1990 Act.

5.4 Where the Developer has acquired a long leasehold interest in the Site, and in respect of obligations relating to the land within such long leasehold interest only, the Council and the GLA shall not seek to enforce the obligations in this Deed against the Owner unless they have also taken steps to enforce the obligations against the Developer.

5.5 BDW enters into this Deed to perform the obligations in Clauses 9.1 and 9.3 hereof and shall have no liability under the terms of this Deed for any obligations given by the Owner unless and until BDW acquires an interest in the Site in which case it too will be bound by obligations in this Deed as it if were a party deriving title from the Owner.

6. GLA and Council Covenants

6.1 The GLA covenants with the Owner to:

(a) observe and perform or cause to be observed and performed its obligations in this Deed; and

(b) grant the Permission as soon as is reasonably practicable following completion of this Deed.

6.2 The Council covenants with the Owner to:

(a) observe and perform the covenants on its part contained in this Deed; and

(b) save for continuing planning obligations, as soon as reasonably practical following any of the Owner's covenants and undertakings herein being satisfied to the satisfaction of the Council and in any event no later than twenty (20) Working Days from receipt of a written request from the Owner to confirm that such covenants and undertakings have been satisfied then subject to payment of the Council's reasonable costs to provide written confirmation of such satisfaction.

7. Ownership

7.1 The Owner warrants to the GLA and the Council that the Freehold Owner is the freehold owner of the Site, that it has full power and rights to enter into this Deed and that other than the Freehold Owner and the Leasehold Owner there is no other person having any freehold or leasehold interest in those parts of the Site.

7.2 The Owner hereby covenants with and undertakes to the GLA and the Council to give the GLA and the Council written notice as soon as practically possible of any change in ownership of any of the Owner's interests in the Site or part thereof occurring before all the obligations under this Deed have been discharged, such notice to include details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan SAVE THAT no notice is required in respect of disposals of any of the Residential Units to individual Occupiers or any individual unit of commercial space.

8. Liability and Enforcement

8.1 If any of the provisions in this Deed are held invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

8.2 Without affecting any statutory powers or rights of access or entry, the Owner covenants with and undertakes to the GLA and the Council to permit the GLA and the Council and their authorised employees and agents upon taking reasonable precautions as to their own security and upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

8.3 The Owner shall not encumber or otherwise deal with the Site or any part thereof in any manner whatsoever whereby the obligations imposed in this Deed on the Owner will be prevented from being carried out.

8.4 No person shall be liable for a breach of any of its obligations under this Deed or obligations relating to any part of the Site after it has parted with all of its interests in the Site or the part in respect of which the breach arises (as the case may be) save in both cases for liability for antecedent breaches.

8.5 It is further agreed that this Deed shall lapse and be of no further effect (but without affecting any liability for antecedent breaches) if:

(a) the Permission expires without having been implemented by way of the carrying out of a Material Operation; or

(b) the Permission is withdrawn, varied or revoked otherwise than with the consent of the Owner and/or BDW and/or the Developer; or

(c) the Permission is quashed following a successful legal challenge.

8.6 No obligations, undertakings or liabilities under this Deed shall be enforceable against statutory undertakers, utility providers and public transport providers (save to the extent any such person carries out any part of the Development) who as part of their undertaking have any interest in the Site nor mortgagee or chargees of any such person nor any receiver appointed by a mortgagee or chargee of such persons.

8.7 No obligations, undertakings or liabilities under this Deed save for those set out in paragraphs 2.2.1 and 2.2.2 of Schedule 3 and paragraph 1.2.3 of Schedule 5 shall be enforceable against individual purchasers, lessees or occupiers/tenants of the individual Residential Units within the Development or their mortgagees or successors in title to either the purchaser or lessee or mortgagee.

8.8 No obligations, undertakings or liabilities under this Deed save for those set out in paragraphs 2 and 4 of Schedule 3 shall be enforceable against an Affordable Housing Provider whose interest in the Site is limited to Affordable Housing Units and any Additional Affordable Housing Units (and associated communal development).

9. Legal and Monitoring Costs

9.1 BDW hereby covenants with and undertakes to the Council to pay the Council's reasonable and proper legal and administrative costs in respect of drafting, negotiating and completion of this Deed.

9.2 The Owner hereby covenants with and undertakes to the Council so as to bind all their interests in the Site to pay the Monitoring Fee on or before the date of Commencement of Development.

9.3 BDW covenants with the GLA to pay to the GLA on or before the date of this Deed the GLA's reasonable costs incurred in the preparation, negotiation and completion of this Deed

9.4 The Owner covenants with the GLA to pay the GLA's reasonable and proper costs in connection with any approvals, satisfaction, agreement, confirmation or consent sought from the GLA under this Deed as soon as reasonably practicable and in any event not later than twenty (20) Working Days after receipt of an invoice from the GLA.

10. Local Land Charge

10.1 This Deed is a local land charge and the Council shall register it as such as soon as practicable after the completion of this Deed.

11. No Fetter on Discretion

11.1 Nothing contained or implied in this Deed shall fetter or prejudice or otherwise affect the rights, powers, duties and obligations of the GLA and the Council in the exercise of their functions in any capacity and all rights, powers, duties and obligations under any public and private statutes, bylaws and regulations (including for the avoidance of doubt the ability to apply for or be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief) and the same may be fully and effectively exercised as if the GLA and the Council were not parties to this Deed.

12. Waiver

12.1 No waiver (whether express or implied) by the GLA or the Council of any breach by the Owner, nor any waiver of any breach by their respective successors in title or assigns or any persons claiming through or under it an interest in the Site in performing or observing any of the obligations contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the GLA and/or the Council from enforcing any of the said obligations or from acting upon any subsequent breach or default in respect thereof by the Owner and/or its successors in title or assigns or any persons claiming through or under the Owner an interest in the Site.

13. Interest

13.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the GLA and/or the Council, if any sum required to be paid by the Owner under this Deed is paid late, Interest will be payable on that sum from the due date of payment to the date on which the sum is fully paid.

13.2 Any payment or sum herein due that remains unpaid shall be a debt due to the GLA or the Council (as the case may be) recoverable by action and liable to Interest thereon from the date due until the date of payment.

14. Indexation

14.1 The Carbon Offsetting Contribution, CPZ Contribution, CPZ Implementation Contribution, Pedestrian Crossing Contribution, Play Space Contribution and the Toucan Crossing Contribution shall be index linked in accordance with this clause and shall be increased (but not decreased) by the percentage increase in the BCIS Community Infrastructure Levy Index from the date of this Deed (using the BCIS Community Infrastructure Levy Index figure last published at that date) until the date on which payment (or an instalment thereof as provided for in this Deed in which case unpaid instalments will continue to be index-linked) is made in full (using the BCIS Community Infrastructure Levy Index figure last published at that date).

14.2 The Monitoring Fee, BNG Monitoring Contribution, CCTV Contribution, Commercial Travel Plan Monitoring Fee, Residential Travel Plan Monitoring Fee, Apprenticeship Contribution, Employment, Skills and Training Default Contribution and the Work Experience Contribution shall be index linked in accordance with this clause and shall be increased (but not decreased) by the percentage increase in the RPI All Items Index from the date of this Deed (using the RPI All Items Index figure last published at that date) until the date on which payment (or an instalment thereof as provided for in this Deed in which case unpaid instalments will continue to be index-linked) is made in full (using the RPI All Items Index figure last published at that date).

15. Third Parties

15.1 Unless expressly stated in this Deed no third party or other person who is not a party to this Deed other than a successor in title (who is not excluded from liability under this Deed) or in the case of the GLA and the Council a successor body may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

16. Dispute Procedures

16.1 If any dispute arises relating to or arising out of the terms of this Deed the parties will attempt to resolve that dispute amicably.

16.2 Subject to clause 16.7, if the relevant parties are unable to resolve the dispute amicably pursuant to clause 16.1 either party may give to the other party or parties a Determination Notice.

16.3 The Expert will be appointed by written agreement between the parties or if within 10 (ten) Working Days after service of the Determination Notice the parties have been unable to so agree in writing then on the application of any of the parties by such a person as the parties will agree to be appropriate as the Expert having regard to the nature of the dispute or difference in question PROVIDED THAT:

(a) Subject to clause 16.3(b) and 16.3(c) where such a dispute relates to the construction of this Deed or any other agreement or related document it shall be referred to a solicitor or barrister agreed upon by the parties or in default of written

agreement appointed on the application of either party by or at the direction of the President for the time being of the Law Society.

(b) Where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers.

(c) Where such a dispute relates to the construction of the Commercial Travel Plan or the Residential Travel Plan (including the setting of targets if agreement cannot be reached in writing between the parties upon them) it shall be referred to a Chartered Member of the Chartered Institution of Highways and Transportation agreed upon by the parties in writing or in default of agreement appointed upon the application of either party by or at the direction of the President for the time being of the Chartered Institution of Highways and Transportation.

16.4 The Expert is to act as an independent expert and:

(a) Each party may make written representations within 10 (ten) Working Days of their appointment and will simultaneously copy the written representations to the other party;

(b) Each party is to have a further 10 (ten) Working Days after receipt to make written comments on the other party's representations and will simultaneously copy their additional written comments to the other party;

(c) The Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as they may reasonably require;

(d) The Expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

(e) The Expert is to have regard to all representations and evidence before them when making their decision (which is to be in writing) and is to give written reasons for their decision; and

(f) The Expert is to use all reasonable endeavours to publish their decision within 30 (thirty) Working Days of their appointment.

16.5 Except where stated to the contrary in this Deed the responsibility for the costs of referring a dispute to an Expert under this clause 16 including the costs connected with the appointment of the Expert and the Expert's own costs and the other professional costs of any party in relation to a dispute will be decided by the Expert and if one party shall pay more than their due proportion of such costs, they may recover the balance from the other party as a debt due under this Deed.

16.6 The Expert's decision shall (save in the case of fraud or manifest error) be final and binding on the parties.

16.7 This clause 16 shall not apply to disputes relating to matters of law or the construction or interpretation of this Deed which shall only be subject to the jurisdiction of the courts of England.

17. Service of notices

17.1 Any notice or written communication to be served by one party upon any other party pursuant to the terms of this Deed shall be deemed to have been validly served if delivered in accordance with this clause 17.

17.2 Any notice, request, demand or other communication to be given under or in connection with this Deed shall be in writing (which for this purpose shall not include email) and should be addressed as provided in clause 17.4.

17.3 The provisions of section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice served under this Deed (SAVE THAT such notice must be left at or sent to the address specified in clause 17.4) and any such notice shall be in writing and shall refer to the name, date and parties to the agreement and shall cite the clause of the agreement to which it relates.

17.4 Subject to clause 17.5, the contact details for each party are as follows:

(a) For the Leasehold Owner:

Address: Places for London Limited, 5 Endeavour Square, London, E20 1JN

Name: The Company Secretary

(b) For the Freehold Owner :

Address: London Underground Limited, 5 Endeavour Square, London, E20 1JN

Name: The Company Secretary

(c) For BDW:

Address: Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF

Name: The Company Secretary

(d) For the Council:

Address: 2 Bristol Avenue, Colindale, London NW9 4EW

Name: Director of Planning and Building Control

Reference: 25/2671/FUL

(e) For the GLA:

Address: City Hall, Kamal Chunchie Way, London, E16 1ZE

Name: Head of Development Management

Reference: GLA/2026/0044/S3

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

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

(b) if no date is specified or the date specified is less than five (5) Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after the notice is received or deemed to be received.

18. Future Planning Permissions

18.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Permission) granted after the date of the Permission.

19. Governing Law and Jurisdiction

19.1 The construction validity and performance of this Deed shall be governed by English law without reference to any other country's system of laws and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

20. Counterparts

20.1 This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

21. Delivery

21.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

SCHEDULE 1

Draft Permission

GREATER**LONDON**AUTHORITY

Good Growth

Ben Hood
Avison Young
Date: XX June 2026

GLA ref. GLA/2026/0044/S3
LB Barnet ref. 25/2671/FUL

Dear Ben Hood,

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

Site: High Barnet Underground Station, Station Approach, London, EN5 5RP
GLA reference: GLA/2026/0044/S3
LB Barnet reference: 25/2671/FUL
Applicant: West London Partnership

GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND SECTION 106 AGREEMENT DATED – XX June 2026

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

"Demolition of the existing buildings and structures to provide five blocks with heights between 5 and 11 storeys, comprising 283 residential dwellings (Class C3) and 567 sqm of flexible commercial space (Use Class E) at ground floor level, together with residents' cycle parking and accessible car parking spaces, new Station drop-off spaces on Station Approach, landscaping and public realm and access improvements."

At: High Barnet Underground Station, Station Approach, London, EN5 5RP in the London Borough of Barnet

Subject to the following planning conditions and informatives:

Conditions

Commencement and Time Limits

1. The development hereby permitted must be begun within three years from the date of this permission.

   Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.

Approved drawings

2. The development hereby permitted shall be carried out in accordance with the following approved plans:

   Site Location Plans
   HA048-JTP-SW-ZZ-DR-AR-06-001Rev.P2 Site Location Plan (Ordnance Survey)

HA048-JTP-SW-ZZ-DR-AR-06-002 Rev.P2 Site Plan

Proposed Site Plans
- HA048-JTP-SW-XX-DR-AR-06-200 Rev.P2 – Proposed Site Sections
- HA048-JTP-SW-ZZ-DR-AR-06-200 Rev. P2 - Proposed Site Block Plan
- HA048-JTP-SW-ZZ-DR-AR-06-201 Rev. P2 - Proposed Site Roof Plan
- HA048-JTP-SW-ZZ-DR-AR-06-202 Rev. P2 - Proposed Site Levels

Proposed General Arrangement Plans
- HA048-JTP-A1-00-DR-AR-06-300 Rev.P2 - Proposed General Arrangement Block A - Ground
- HA048-JTP-A1-05-DR-AR-06-305 Rev.P2 - Proposed General Arrangement Block A - Level 05
- HA048-JTP-A1-09-DR-AR-06-309 Rev.P2 - Proposed General Arrangement Block A - Level 09
- HA048-JTP-A1-B1-DR-AR-06-399 Rev. P2 - Proposed General Arrangement Block A - Lower Ground
- HA048-JTP-A1-ZZ-DR-AR-06-301 Rev. P2 - Proposed General Arrangement Block A - Level 01 to 04
- HA048-JTP-A1-ZZ-DR-AR-06-306 Rev. P2 - Proposed General Arrangement Block A - Level 06 to 08
- HA048-JTP-A1-ZZ-DR-AR-06-310 Rev. P2 - Proposed General Arrangement Block A - Roof
- HA048-JTP-B1-00-DR-AR-06-300 Rev. P2 - Proposed General Arrangement Block B - Ground
- HA048-JTP-B1-01-DR-AR-06-301 Rev. P2 - Proposed General Arrangement Block B - Level 01 to 04
- HA048-JTP-B1-05-DR-AR-06-305 Rev. P2 - Proposed General Arrangement Block B - Level 05
- HA048-JTP-B1-06-DR-AR-06-306 Rev. P2 - Proposed General Arrangement Block B - Level 06
- HA048-JTP-B1-B1-DR-AR-06-399 Rev. P2 - Proposed General Arrangement Block B - Lower Ground
- HA048-JTP-B1-ZZ-DR-AR-06-307 Rev. P2 - Proposed General Arrangement Block B - Roof
- HA048-JTP-C2-00-DR-AR-06-300 Rev. P2 - Proposed General Arrangement Block C - Ground
- HA048-JTP-C2-05-DR-AR-06-305 Rev. P2 - Proposed General Arrangement Block C - Level 05
- HA048-JTP-C2-06-DR-AR-06-306 Rev. P2 - Proposed General Arrangement Block C - Level 06
- HA048-JTP-C2-ZZ-DR-AR-06-301 Rev. P2 - Proposed General Arrangement Block C - Level 01 to 04
- HA048-JTP-C2-ZZ-DR-AR-06-307 Rev. P2 - Proposed General Arrangement Block C - Roof
- HA048-JTP-D2-00-DR-AR-06-300 Rev. P2 - Proposed General Arrangement Block D - Ground
- HA048-JTP-D2-05-DR-AR-06-305 Rev. P2 - Proposed General Arrangement Block D - Level 05
- HA048-JTP-D2-06-DR-AR-06-306 Rev. P2 - Proposed General Arrangement Block D - Level 06
- HA048-JTP-D2-ZZ-DR-AR-06-301 Rev. P2 - Proposed General Arrangement Block D - Level 01 to 04
- HA048-JTP-D2-ZZ-DR-AR-06-307 Rev. P2 - Proposed General Arrangement Block D - Roof

• HA048-JTP-E3-00-DR-AR-06-300 Rev. P2 - Proposed General Arrangement Block E - Ground
• HA048-JTP-E3-01-DR-AR-06-301 Rev. P2- Proposed General Arrangement Block E - Level 01
• HA048-JTP-E3-ZZ-DR-AR-06-302 Rev. P2 - Proposed General Arrangement Block E - Level 02 to 07
• HA048-JTP-E3-ZZ-DR-AR-06-308 Rev. P2- Proposed General Arrangement Block E - Roof

Proposed Elevations
• HA048-JTP-A1-XX-DR-AR-06-401 Rev. P2 - Proposed Elevations - Building A - 01
• HA048-JTP-A1-XX-DR-AR-06-402 Rev. P2- Proposed Elevations - Building A - 02
• HA048-JTP-A1-XX-DR-AR-06-403 Rev. P2 - Proposed Elevations - Building A - 03 & 04
• HA048-JTP-B1-XX-DR-AR-06-401 Rev. P2 - Proposed Elevations - Building B - 01
• HA048-JTP-B1-XX-DR-AR-06-402 Rev. P2 - Proposed Elevations - Building B - 02
• HA048-JTP-B1-XX-DR-AR-06-403 Rev. P2 - Proposed Elevations - Building B - 03 & 04
• HA048-JTP-C2-XX-DR-AR-06-401 Rev. P2 - Proposed Elevations - Building C - 01 & 02
• HA048-JTP-D2-XX-DR-AR-06-401 Rev. P2 - Proposed Elevations - Building D - 01 & 02
• HA048-JTP-E3-XX-DR-AR-06-401 Rev. P2 - Proposed Elevations - Building E - 01
• HA048-JTP-E3-XX-DR-AR-06-402 Rev. P2 - Proposed Elevations - Building E - 02
• HA048-JTP-E3-XX-DR-AR-06-403 Rev. P2 - Proposed Elevations - Building E - 03 & 04
• HA048-JTP-X2-XX-DR-AR-06-401 Rev. P2 - Proposed Elevations - Building C&D - 01
• HA048-JTP-X2-XX-DR-AR-06-402 Rev. P2 - Proposed Elevations - Building C&D - 02

Landscape Plans
• A048-LBA-SW-ZZ-D-LA200001 Rev. P04 - Landscape GA 1 of 6
• A048-LBA-SW-ZZ-D-LA200002 Rev. P04 - Landscape GA 2 of 6
• A048-LBA-SW-ZZ-D-LA200003 Rev. P05 - Landscape GA 3 of 6
• A048-LBA-SW-ZZ-D-LA200004 Rev. P05 - Landscape GA 4 of 6
• A048-LBA-SW-ZZ-D-LA200005 Rev. P05 - Landscape GA 5 of 6
• A048-LBA-SW-ZZ-D-LA200006 Rev. P05 - Landscape GA 6 of 6
• A048-LBA-SW-ZZ-D-LA200010 Rev. P04 - Planting 1 of 4
• A048-LBA-SW-ZZ-D-LA200011 Rev. P04 - Planting 2 of 4
• A048-LBA-SW-ZZ-D-LA200012 Rev. P04 - Planting 3 of 4
• A048-LBA-SW-ZZ-D-LA200013 Rev. P04 - Planting 4 of 4 • A048-LBA-SW-ZZ-D-LA200014 Rev. P03 Plant schedules

Reason: For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as assessed in line with Policies GSS01, CDH01, CDH02, CDH03, CDH04, CDH07 of the Local Plan (adopted March 2025).

Commercial floorspace

3. The development shall provide (all figures GIA excluding plant) 566.1 sqm of flexible commercial floorspace (Use Class E) of which a maximum of 118.4 sqm shall fall within Use Class E(g) at any one time.

Reason: For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as

assessed in line with Policies GSS01, CDH01, CDH02, CDH03, CDH04, CDH07 of the Local Plan (adopted March 2025).

Phasing Plan

4. Prior to commencement of development to submit for approval and have approved by the LPA a phasing plan showing the land boundaries of each 'Phase' of the development including the associated public realm. Any variations to the Phasing Plan thereafter shall be agreed in writing by the Local Planning Authority. Reference to 'Phase' in this planning permission shall be construed as a 'phase' approved as part of the phasing plan pursuant to this condition.

   Reason: For the avoidance of doubt and in the interests of ensuring the development can be constructed in a phased manner

Demolition Construction and Environmental Management and Logistics Plan (DCEMLP)

5. No development or site works shall commence until a Demolition, Construction and Environmental Management and Logistics Plan (DCEMLP) has been submitted to and approved in writing by the Local Planning Authority, in consultation with Transport for London and Barnet's Ecologist. The DCEMLP shall set out measures for managing demolition and construction activities, including logistics, environmental mitigation, waste management, and traffic management, to minimise impacts on amenity, ecology, and highway safety. The development shall thereafter be carried out in accordance with the approved DCEMLP. The DCEMLP shall include:

   • Site and description of works;
   • Demolition and Construction Waste Management Plan;
   • Details of proposed Environmental management and mitigation;
   • Details of Construction management and procedures
   • Details of parking management for proposed during demolition and construction phases;
   • Construction traffic management and logistics plan including details of the routing of construction vehicles to the site, hours of access, access and egress arrangements within the site and security procedures;
   • site preparation and construction stages of the development;
   • details of provisions for recycling of materials, the provision on site of a storage/delivery area for all plant, site huts, site facilities and materials;
   • details showing how all vehicles associated with the construction works are properly washed and cleaned to prevent the passage to mud and dirt onto the adjoining highway;
   • the methods to be used and the measures to be undertaken to control the emission of dust, noise and vibration arising from construction works;
   • a suitable and efficient means of suppressing dust, including the adequate containment of stored or accumulated material so as to prevent it becoming airborne at any time and giving rise to nuisance;
   • noise mitigation measures for all plant and processors;
   • details of contractor's compound and car parking arrangements;
   • details of interim car parking management arrangements for the duration of construction;
   • details of a community liaison contact for the duration of all works associated with the development;
   • provision of a competent banksman.

Reason: To safeguard the amenity of adjacent residents; to ensure efficient, safe and sustainable operation of the highway system; to safeguard pedestrian and highway safety; and to manage and mitigate environmental impacts such as impact on habitats within the adjoining lowland mixed deciduous woodland (priority habitat), noise and air pollution and trees during demolition and groundworks, in accordance with Policies TRC01, TRC03 ECC01, ECC02, ECC03 of the Barnet Local Plan (adopted March 2025) and Barnet Council's Sustainable Design and Construction SPD (2016), and Policies SI 1, SI 7, SI 17, D14 and T7 of the London Plan 2021.

Before and After Highway Condition Survey

6. The applicant shall carry out a "before" and "after" condition survey of the agreed route to be utilised by all demolition and construction traffic. The "before" survey shall be submitted to and approved in writing by Local Planning Authority prior to the commencement of the development. The "after" survey shall be completed three months before the completion of the development and thereafter submitted to and approved in writing by the Local Planning Authority. Any recommended works necessary to reinstate the condition of the agreed route to that identified within the "before" survey shall be implemented as approved following completion of the development.

   Reason: To ensure the safety of users of the public highway in accordance with Policy TRC01 of the London Borough of Barnet's Local Plan (Adopted March 2025). Construction Environmental Management Plan (CEMP: Biodiversity)

7. No site works or development (including any temporary enabling works, site clearance, demolition, ground works, vegetation clearance) shall take place until a Demolition, Construction Environmental Management Plan (CEMLP: Biodiversity) has been submitted to and approved in writing by the Local Planning Authority.

   The CEMP (Biodiversity) submitted shall include, but not be limited to, the following:
   - i) summary of potentially damaging activities;
   - ii) Identification of "biodiversity protection zones";
   - iii) practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction on possible nesting birds, and wild mammals that may use the habitat (may be provided as a set of method statements) including ensuring no Non-Native Invasive Species are spread across the site;
   - iv) the location and timing of sensitive works to avoid harm to biodiversity features;
   - v) the times during construction when specialist ecologists need to be present on site to oversee works;
   - vi) responsible persons and lines of communication;
   - vii) the role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person;
   - viii) use of protective fences, exclusion barriers and warning signs.

   The approved CEMP including monitoring of pollution control measures shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

   Reason: To ensure that any protected and notable species are safeguarded throughout the approved works. Pursuant to the Wildlife and Countryside Act 1981 (as amended) and Conservation of Habitat and Species Regulation 2017, and in accordance with local planning policy EC007 (Biodiversity) (adopted March 2025), Policy G5, G6 & G7 of the

London Plan.

External Materials and Architectural Details

8. Prior to the commencement of the relevant part of the works, annotated drawings/bay studies at a scale of 1:50 shall be submitted to and approved in writing by the Local Planning Authority. These details shall include the following:
   i) Materials to be used on all external surfaces of the proposed buildings - including details of the proposed brickwork and bonding, stone, metal facade cladding panels specifying varied colours or tones (including samples of materials, where appropriate which shall be provided for inspection on site by the Local Planning Authority as required);
   ii) Materials details for any other external features of the building, including render, finishes, louvres, external window or door frames, balcony balustrades, bases, underlays and supporting structures, commercial frontages and fascias (including samples of materials, where appropriate which shall be provided for inspection on site by the Local Planning Authority as required)
   iii) Windows, including glazing specifications and depth of window reveals;
   iv) Privacy screens serving private amenity spaces;
   v) Main entrances and any canopy structures (annotated plans at a scale of not less than 1:10);
   vi) Rainwater goods (annotated plans at a scale of not less than 1:10).
   vii) Boiler flues and other external air extraction, intake and ventilation points (annotated plans at a scale of not less than 1:10).

   The approved details shall be completed prior to occupation of each phase of the development and shall thereafter be permanently retained.

   Reason: To ensure the development is completed in line with the architectural and materials approach set out in the applicant's submitted Design and Access Statement and Addendum (ref. HB01 and HB01A) and to ensure the scheme achieves good design in the interests of future occupants of the scheme and the character and appearance of the area, in accordance with Policies CDH01 and CDH04 the Barnet Local Plan (adopted March 2025) and Policies D4 and D9 of the London Plan (2021).

Boundary treatment details

9. Prior to the commencement of the relevant part of the works, details of boundary treatments shall be submitted to and approved in writing by the Local Planning Authority.

   Reason: To ensure the development is completed in line with the architectural and materials approach set out in the applicant's submitted Design and Access Statement and Addendum (ref. HB01 and HB01A) and enhances the appearance of the development in accordance with Policies CDH01 and CDH07 of the Barnet Local Plan (adopted March 2025).

Cycling Parking Strategy

10. Prior to the first occupation the development, details of cycle parking and cycle storage facilities shall be submitted to and approved in writing by the Local Planning Authority. Such spaces shall be in accordance with the London Plan and London Cycle Design Standards. All spaces shall be permanently retained thereafter.

    Reason: In the interests of promoting cycling as a mode of transport in accordance with

Policy TRC01 and TRC03 of the Barnet Local Plan (adopted March 2025) and policy T5 of the London Plan (2021).

Car Parking Management Scheme

11. Prior to the first occupation of the development, a Car Parking provision and Management Scheme (CPMS) for the development shall be submitted to and approved in writing by the Local Planning Authority. The CPMS shall include;

    i) a plan identifying the proposed disabled parking spaces adjacent to High Barnet London Underground Station, clearly marked with a British Standard disabled symbol, and the disabled parking shall be retained for the use of disabled persons and their vehicles and for no other purpose unless agreed in writing with the Local Planning Authority. The scheme shall also include swept path analysis showing how vehicles access the car park and each of the spaces within the car park;
    ii) a plan identifying the proposed short stay car parking spaces located within Station approach, including swept path analysis showing how vehicles access the car parking spaces;
    iii) a plan identifying the proposed residential disabled parking spaces within the development, which fulfil accessible car parking needs of the development, clearly marked with a British Standard disabled symbol and disabled parking shall be retained for the use of disabled persons and their vehicles and for no other purpose unless agreed in writing with the Local Planning Authority. The scheme shall also include swept path analysis showing how vehicles access the car park and each of the spaces within the car park.
    iv) Details of all onsite parking controls (including details of how parking in the servicing and delivery bay will be managed) and enforcement measures in relation to unauthorized parking.

    The details shall be implemented in accordance with the approved details before the buildings hereby approved are occupied.

    Reason: To ensure that parking is provided and managed in line with Barnet Councils standards in the interests of highway and pedestrian safety and to promote easier access for disabled persons to the building hereby approved in accordance with Policy TRC01 and TRC03 of the Barnet Local Plan (adopted March 2025) and Policy T6 of the London Plan (2021).

EV charging

12. Prior to the first occupation or commencement of the use of the development hereby permitted, full details of the residential Electric Vehicle Charging facilities to be installed in the development shall be submitted to the Local Planning Authority and approved in writing. These details shall include provision for not less than 20% of the car proposed parking spaces to be provided with active Electric Vehicle Charging facilities and a further additional 80% of the proposed car parking spaces to be provided with passive Electric Vehicle Charging facilities.

    The development shall be implemented in full accordance with the details approved by this condition prior to the first occupation of the development or the commencement of the use and thereafter be maintained as such in perpetuity.

    Reason: To ensure that the development makes adequate provision for electric vehicle charging points to encourage the use of electric vehicles in accordance with policy

TRC03 of the Barnet Local Plan (Adopted March 2025) and Policies T6 to T6.4 of the London Plan (2021).

Highway Design Requirements

13. Prior to entering into a Section 278 Agreement, the applicant shall submit detailed highway design drawings for approval, demonstrating:
1. Relocation of the existing signalised crossing on Barnet Hill from north of the Junction with Station Approach to south of the junction with Station Approach;
2. Amendments to the existing footway and bus stop (including cage, border and shelter) at and around Bus Stop R (southbound) to accommodate a wider footway and active frontages (that would be within the Site boundary) and enable two buses to stop fully within the amended bus cage;
3. Introduction of a new signalised crossing on Barnet Hill 40m north of the junction with Underhill;
4. Relocation of Bus Stop Q (northbound) approximately 150m south along Barnet Hill to align with the existing Bus Stop R (southbound) and relocated signalised crossing;
5. Adjustments to Station Approach including new alignment and dropped kerbs to accommodate improvements for pedestrians and vehicles within the Site boundary;
6. Adjustments to the Container Yard junction on Barnet Hill to formalise a junction and accommodate the crossing of a new footway with dropped kerbs and tactile paving; and
7. Relocate Bus Stop W (northbound) approximately 10m south of existing to accommodate new signalised crossing.

All works must be completed in accordance with the approved details before occupation of the development.

Reason: To ensure that the right turn junction is satisfactory in terms of highway safety and in accordance with Policy TRC01 and TRC03 of the Barnet Local Plan (adopted March 2025).

Delivery and Servicing Plan

14. Prior to the occupation of the development, a full Delivery and Servicing Plan (DSP) shall be submitted to and agreed by the Local Planning Authority. The development shall be carried out in accordance with the approved plan.

Reason: In the interest of highway safety in accordance with Policy TRC01 of the Barnet Local Plan (adopted March 2025)

Operational waste management plan

15. The development shall be constructed in accordance with the Operational Waste and Recycling Management Strategy (ref. HB26), made available for use prior to the first occupation of each phase of the development, and managed and operated in accordance with the approved strategy in perpetuity.

Reason: To ensure adequate refuse storage is provided on site and can be readily collected, in accordance with Policies CDH01, TRC03 and ECC01 of the Barnet Local Plan (adopted March 2025) and the Councils published guidance 'Information for developers, managing agents and architects (August 2024) or any replacement guidance.

Air Quality measures

16. Before development commences, an Air Quality Dust Management Plan AQMP shall be submitted to and approved by the Local Planning Authority. The Plan shall contain all mitigation measures to control poor air quality and dust emissions as a minimum in line with the measures as detailed within the report Air Quality Assessment (HB11) and Air Quality Assessment Addendum (HB11A) by Ardent Consulting Engineers.

    The approved measures shall be implemented in their entirety in accordance with details approved under this condition before any of the development is first occupied or the use commences and retained as such thereafter.

    Reason: To ensure that the amenities of neighbouring premises are protected from poor air quality arising from the development in accordance with Policy ECC02 of the Barnet Local Plan (adopted March 2025), Sustainable Design and Construction SPD (adopted October 2016) and Policy SI1 of the London Plan (2021).

    Air quality from emergency generators

17. Prior to the occupation of the development hereby permitted, a report with details of the combustion plant in order to mitigate air pollution shall be submitted to and approved in writing by the council. The report shall include the following:

    a) Details of emissions certificates, and the results of NOx and PM10 emissions testing of each Emergency Diesel Generator Plant and associated abatement technologies including Diesel Particulate Filters (DPF) shall meet a minimum dry NOx emissions standard of 100 mg/Nm-3 (at 15% O2) respectively by an MCERTS accredited organisation shall be provided following installation and thereafter on an annual basis to verify compliance of the relevant emissions standards in part b). The DPF particulate emissions abatement system must achieve a value less than 0.015 g/kWh and a minimum reduction of 95% in the weighted engine-out brake-specific PM mass emissions. Where any combustion plant does not meet the relevant emissions Standards in part b) above, it should not be operated without the fitting of suitable secondary NOx abatement Equipment or technology as determined by a specialist to ensure comparable emissions.

    b) Details to demonstrate where secondary abatement is used for the Emergency Diesel Generator the relevant emissions standard in part b) is met within 10 minutes of the generator commencing operation. During the operation of the emergency Diesel generators there must be no persistent visible emission. The maintenance and cleaning of the systems shall be undertaken regularly in accordance with manufacturer specifications. The diesel fuelled generators shall only be used for a maximum of 24 hours when there is a sustained interruption in the mains power supply to the site, and the testing of these diesel generators shall not exceed a maximum of 7 hours per calendar year. Approved details shall be fully implemented prior to the occupation/use of the development and thereafter permanently retained and maintained.

    Reason: To ensure that the amenities of neighbouring premises are protected from poor air quality arising from the development in accordance with Policy ECC02 of the Barnet Local Plan (adopted March 2025), Sustainable Design and Construction SPD (adopted October 2016) and Policy SI1 of the London Plan (2021).

    Air Quality - Non-Road Mobile Machinery (NRMM)

18. A) Prior to the commencement of the development the applicant shall ensure:
    i) All qualifying Non-Road Mobile Machinery (NRMM, i.e. construction plant and

mobile generators) with a net power between 37kW and 560 kW used for demolition and construction activities comply with the Greater London Authority's NRMM Low Emission Zone for oxides of nitrogen (NOx) and particulate matter (PM).

ii) Equipment used is registered as compliant or exempt with the Greater London Authority, following the guidance available at and from www.nrmm.london.

B) Throughout the duration of demolition, site preparation and construction activities and until site occupation, the applicant shall:
i) ensure registered equipment is updated as required to reflect equipment used at any one time,
ii) Keep an inventory and emissions records for all NRMM shall be kept on site. The inventory shall demonstrate proof of emission limits for all equipment. All documentation shall be made available for inspection by Local Authority officers upon request.

Reason: In the interest of good air quality in accordance with Policy ECC02 of the Barnet Local Plan (adopted March 2025) and Policy SI1 of the London Plan 2021.

Odour mitigation

19. a) Prior to first occupation and usage of the E Class use as a restaurant, or other commercial use providing food cooked on the premises, a detailed assessment for the associated kitchen extraction unit, which assesses the likely impacts of odour and smoke on the neighbouring properties, shall be submitted to and approved in writing by the council.

This detailed assessment shall be carried out by an approved consultant and specify the measures to be used to control and minimise odour and smoke to address its findings, through a detailed specification of the proposed kitchen extraction unit, drawn to stated scale and within the context of the building, including details of associated odour mitigation measures. Such details shall include some or all of the following: grease filters, carbon filters, odour neutralization and electrostatic precipitators (ESP). Further, the equipment shall specify installation using anti - vibration mounts, and flue outlets shall not be permitted at ground floor, first floor, or any level where there is residential at the same height or above.

b) The development shall be implemented in accordance with details approved under this condition before first occupation of the afore mentioned usage or the use is commenced and retained as such thereafter.

Reason: To ensure that the amenities of the neighbouring occupiers are not prejudiced by odour and smoke in the immediate surroundings in accordance with Policies CDH01, ECC02 and TOW03 of the Barnet Local Plan (adopted March 2025), and Policies GG3, SI1, D13 and D14 of the London Plan (2021).

Commercial plant

20. a) Before the Class E and Class E(g) units permitted by this application are occupied, a report prepared by a competent acoustic consultant that assesses the likely noise impacts from the development of the Commercial ventilation/extraction/cooling and heating plant, and specifies mitigation measures for the development to reduce these noise impacts to acceptable levels, has been submitted to and approved in writing by the Local Planning Authority. The report shall include all calculations and baseline data and be set out so that the Local Planning Authority can fully audit the report and critically analyse the content and recommendations.

b) The measures approved under this condition shall be implemented in their entirety prior to the commencement of the use/first occupation of the Class E and Class E(g) units permitted by this application and retained as such thereafter.

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of neighbouring properties in accordance with Policy ECC02 of the Barnet Local Plan (adopted March 2025), the Sustainable Design and Construction SPD (adopted April 2016) and Policy D13 and D14 of the London Plan 2021.

Noise from commercial ventilation/extraction/cooling

21. The level of noise emitted from the commercial ventilation/extraction/cooling and heating plant hereby approved shall be at least 5dB(A) below the background level, as measured from any point 1 metre outside the window of any room of a neighbouring residential property. If the noise emitted has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or distinct impulse (bangs, clicks, clatters, thumps), then it shall be at least 10dB(A) below the background level, as measured from any point 1 metre outside the window of any room of a neighbouring residential property.

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of neighbouring properties in accordance with Policies CDH01 and ECC02 of the Barnet Local Plan (adopted March 2025) and D14 of the London Plan 2021.

Residential plant

22. a) Before the Class C3 residential units permitted by this application are occupied, a report prepared by a competent acoustic consultant that assesses the likely noise impacts from the development of the residential ventilation/extraction/cooling and heating plant, and specifies mitigation measures for the development to reduce these noise impacts to acceptable levels, has been submitted to and approved in writing by the Local Planning Authority. The report shall include all calculations and baseline data and be set out so that the Local Planning Authority can fully audit the report and critically analyse the content and recommendations.

b) The measures approved under this condition shall be implemented in their entirety prior to the occupation of the Class C3 residential units permitted by this application, and retained as such thereafter.

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of neighbouring properties in accordance with Policy ECC02 of the Barnet Local Plan (adopted March 2025), the Sustainable Design and Construction SPD (adopted April 2016) and Policy D13 and D14 of the London Plan 2021.

Noise from residential ventilation/extraction/cooling

23. The level of noise emitted from the residential ventilation/extraction/cooling and heating plant hereby approved shall be at least 5dB(A) below the background level, as measured from any point 1 metre outside the window of any room of a neighbouring residential property. If the noise emitted has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or distinct impulse (bangs, clicks, clatters, thumps), then it shall be at least 10dB(A) below the background level, as measured from any point 1 metre outside the window of any room of a neighbouring residential property.

Reason: To ensure that the proposed development does not prejudice the amenities of

occupiers of neighbouring properties in accordance with Policies CDH01 and ECC02 of the Barnet Local Plan (adopted March 2025) and D14 of the London Plan 2021.

Emergency generators

24. Prior to occupation of the development, all details of the emergency generator shall be submitted to and approved by the local authority. Where emergency generation plant is installed and requires testing, the noise emitted from this plant should not increase the minimum assessed background noise levels by more than 10 dB for the purpose of testing. This testing period is for up to 7 hours per year between 09.00 and 17.00 Monday to Friday only and not on public holidays.

    Reason: To ensure that the amenities of occupiers are not prejudiced by rail and/or road traffic and/or mixed use noise in the immediate surroundings in accordance with Policy ECC02 of the Barnet Local Plan (adopted March 2025), the Sustainable Design and Construction SPD (adopted April 2016) and Policy D13 and D14 of the London Plan 2021.

Insulation against internally/externally generated noise

25. a) Prior to the completion of superstructure, no development shall take place until details of mitigation measures to demonstrate how the development will be constructed/adapted so as to provide sufficient air borne and structure borne sound insulation against internally/externally generated noise and vibration has been submitted to and approved in writing by the Local Planning Authority. This sound insulation shall ensure that the levels of noise generated from; the commercial class E uses on site, High Barnet London Underground Station, the Northern Line & the A1000 (Barnet Hill), as measured within habitable rooms of the development, shall be no higher than 35dB(A) from 7am to 11pm and 30dB(A) in bedrooms from 11pm to 7am.

    The report shall include all calculations and baseline data and be set out so that the Local Planning Authority can fully audit the report and critically analyse the content and recommendations.

    b) The mitigation measures as approved under this condition shall be implemented in their entirety prior to the commencement of the first occupation of the development and retained as such thereafter.

    Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of the residential properties in accordance with Policies CDH01, ECC02 of the Barnet Local Plan (adopted March 2025) and Policy D14 of the London Plan (2021).

Additional acoustic information for activities within Use Class E

26. Prior to first occupation the flexible commercial floorspace (Use Class E) as a cinema / bowling alley / nursery / gym / restaurant, a report should be carried out by an approved acoustic consultant and submitted to the Local Planning Authority for approval, that assesses the likely noise impacts from the development with regards to its use as such. The report shall also clearly outline mitigation measures for the development to reduce these noise impacts to acceptable levels. It should include all calculations and baseline data and be set out so that the Local Planning Authority can fully audit the report and critically analyse the contents and recommendations.

    The approved measures shall be implemented in their entirety before any Class E uses specified in this condition are occupied.

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of the residential properties in accordance with Policies CDH01, ECC02 of the Barnet Local Plan (adopted March 2025) and Policy D14 of the London Plan (2021).

Land Contamination

27. Part 1: Before the development commences other than for investigative work:
a) A site investigation shall be designed for the site using information obtained from Phase 1 Desk Study (ref. HB20) and Conceptual Model. This shall be submitted to, and approved in writing by, the Local Planning Authority prior to that investigation being carried out on site. The investigation must be comprehensive enough to enable: - - - a risk assessment to be undertaken refinement of the Conceptual Model, and the development of a Method Statement detailing the remediation requirements. The risk assessment and refined Conceptual Model shall be submitted, along with the site investigation report, to the Local Planning Authority.
b) If the risk assessment and refined Conceptual Model indicate any risk of harm, a Method Statement detailing the remediation requirements, using the information obtained from the site investigation, and also detailing any post remedial monitoring shall be submitted to, and approved in writing by, the Local Planning Authority prior to that remediation being carried out on site.

Part 2: c) Where remediation of contamination on the site is required completion of the remediation detailed in the method statement shall be carried out and a report that provides verification that the required works have been carried out, shall be submitted to, and approved in writing by the Local Planning Authority prior to the occupation of each phase of the development is occupied.

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety in accordance with Policy ECC02 of the Barnet Local Plan (adopted March 2025), and the Sustainable Design and Construction SPD (adopted October 2016).

Flood Risk and surface water drainage strategy

28. The development shall be carried out in accordance with the submitted Flood Risk Assessment and surface water drainage strategy (HB21A) prepared by OCSC (23 October 2025, Reference: B1111-OCSC-XX-XX-RP-C-0001-S1, Rev: P06), save for any minor required refinements submitted to an approved by the LPA pursuant to this condition, and mitigation measures shall by fully implemented prior to occupation of the development.

The measures shall be retained and maintained thereafter throughout the lifetime of the development.

Reason: To reduce the risk of flooding to the proposed development and future occupants, to prevent flooding elsewhere by ensuring that compensatory storage of flood water is provided, and to prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site, in accordance with National Planning Policy Framework paragraph 170 and Policy ECC02 of the Barnet Local Plan (adopted March 2025).

External Lighting Strategy

29. Prior to first occupation of the development, details of external lighting shall be

submitted to and approved by the Local Planning Authority. The external lighting scheme shall include details of, but not be limited to:

i) siting of proposed lighting;
ii) a site plan with lux levels;
iii) operating hours;
iv) details of dimmable lighting incorporated where relevant;
v) existing average night time luminance and light spread levels across the site area at night;
vi) and a statement from a qualified ecologist to identify where appropriate the measures to be used to mitigate any impacts on bats.

The approved details shall be completed prior to occupation of the development and shall thereafter be permanently retained.

Reason: In the interests of improving visual amenity and creating a safe and accessible environment and to ensure that any protected species present are not adversely affected by the development, in accordance with Section 197 of the Town and Country Planning Act 1990 and Polices CDH01, CDH03 and ECC02 and ECC07 of the Barnet Local Plan (adopted March 2025) and Policies D4, D5, D8 and G6 of the London Plan (2021).

Site Management Strategy

30. Prior to the occupation of the residential units within the development, a Management Strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy should include details of the following:

i) on-site security measures including the location of security/concierge office, the location and details of CCTV;
ii) arrangements for the receipt, management and distribution of post, parcels to the residential units and commercial/community uses;
iii) any controlled/restricted areas of the development and details of those who will have access to each of the identified zones;
iv) details of access control systems serving communal and residential building entrances;
v) management and maintenance framework for internal communal circulation areas and lifts;
vi) confirmation of disabled access arrangements;
vii) vehicle access points and how these will be controlled and managed, and
viii) Uninterrupted access to High Barnet London Underground Station

The site shall be managed in accordance with the approved management strategy.

Reason: In the interests of the proper maintenance, safety and security of the site and to ensure that the quality of the public realm is appropriately safeguarded and that that access is maintained for disabled people and people with pushchairs in accordance with Policies CDH01 and CDH02 of the Barnet Local Plan (adopted March 2025) and Policies D5, D7 and D11 the London Plan (2021).

Detailed Landscaping and public realm scheme strategy

31. Prior to commencement of works above ground floor level, a detailed landscaping and public realm scheme delivery and phasing strategy (to include all private and communal amenity areas) shall be submitted to and approved in writing by the Local Planning Authority. This shall include the following:

i) an annotated plan showing the layout and extent and type of hard and soft

landscaping within the relevant phase;

ii) details of hard landscaping, including specifications and materials for ground level surfaces (including samples, where appropriate);

iii) proposed tree species, plant sizing, proposed rooting/soil volume for trees, tree pit specification, and means of planting and maintenance schedule for regular pruning, watering and fertilizer use;

iv) The costs of the proposed tree planting shown, relative to the CAVAT value of the trees removed to facilitate the development.

v) details of other soft landscaping and planting, including any grassed/turfed areas, shrubs and herbaceous planting areas;

vi) enclosures and boundary treatments - including the type, dimension and treatments of any walls, fences, gates, railings and hedges (and details of any temporary boundaries or means of enclosure);

vii) children's play and informal recreation features and equipment;

viii) Improvements to the public realm adjacent to the High Barnet London Underground Station.

The approved details shall be completed prior to occupation of each phase of the development and the landscaping and public realm scheme and shall thereafter be permanently retained. The approved soft landscaping scheme associated with the relevant phase of the development shall be carried out before the end of the first planting and seeding season following occupation of any part of the buildings within the relevant phase or completion of the development, whichever is sooner, or commencement of the use.

Reason: In the interests of good design and to promote urban greening, biodiversity, sustainable urban drainage and to ensure acceptable residential amenity, privacy and play space provision, in accordance with Policies CDH01, CDH02, CDH03, CDH07 and ECC07 of the Barnet Local Plan (adopted March 2025) and Policies D4, D5, D8, D11, G5 and G6 of the London Plan (2021).

Landscape Management Plan (LEMP)

32. Prior to the occupation of the development a Landscape Management Plan (LEMP) for all landscaped areas covering a minimum of 25 years, shall be submitted to and approved in writing by the Local Planning Authority. The LEMP shall include but not be limited to the following;

i) long-term design objectives;

ii) management responsibilities, maintenance schedules and replacement planting provisions for existing retained trees and any new soft landscaping, including trees and green roofs, to be planted as part of the approved landscaping scheme

iii) ecological trends and constraints on site that might influence management;

iv) ongoing monitoring and remedial measures

The approved Landscape Management Plan shall be implemented in full in accordance with details approved under this condition and shall be managed in accordance with the approved details thereafter.

Reason: To ensure the protection of wildlife and the habitat which supports it and to secure opportunities for the enhancement of the nature conservation value of the site in accordance with Policies CDH01, CDH03, CDH07, ECC07 of the Barnet Local Plan (Adopted March 2025) and Policies G6 and G7 of the London Plan (2021).

Replanting of landscaping

33. Any trees, hedges or shrubs to be planted as part of the approved landscaping scheme which are removed, die, become severely damaged or diseased within five years of the completion of each phase of the development shall be replaced with trees or shrubs of appropriate size and species in the next planting season.

Reason: To ensure a satisfactory appearance to the development and protect the amenities of the area and neighbouring occupiers in accordance with Policies CDH01, CDH03, CDH07, ECC07 of the Barnet Local Plan (adopted March 2025) and Policies G6 and G7 of the London Plan (2021).

Arboricultural Method Statement and Tree Protection Plan

34. a) No site works or development (including any temporary enabling works, site clearance and demolition) shall take place until a dimensioned tree protection plan in accordance with Section 5.5 and a method statement detailing precautions to minimise damage to trees in accordance with Section 6.1 of British Standard BS5837: 2012 (Trees in relation to design, demolition and construction - Recommendations) have been submitted to and approved in writing by the Local Planning Authority.

b) No site works (including any temporary enabling works, site clearance, and demolition) or development shall take place until the temporary tree protection shown on the tree protection plan approved under this condition has been erected around existing trees on site. This protection shall remain in position until after the development works are completed and no material or soil shall be stored within these fenced areas at any time. The development shall be implemented in accordance with the protection plan and method statement as approved under this condition.

c) The Arboricultural method statement and tree protection will also provide a detailed methodology to ensure that the widening of the footway as outlined in the proposed submission will have minimal impact on trees.

Reason: To safeguard the health of existing trees which represent an important amenity feature in accordance with Policies CDH01 and CDH07 of the Barnet Local Plan (adopted March 2025) and Policy G7 of the London Plan (2021)

Wind Mitigation

35. The wind mitigation measures set out in the Pedestrian Level Wind Microclimate Assessment (document ref. HB15) shall be implemented prior to the occupation of each phase of the development. The measures should be retained for the lifetime of the development, unless agreed in writing by the Local Planning Authority.

Reason: To ensure the development creates an acceptable local microclimate in accordance with Policies CDH02 and CDH03 of the Barnet Local Plan (adopted March 2025) and Barnet Council's Sustainable Design and Construction SPD (2016).

Site levels

36. a) No development (other than enabling works) shall take place until details of the levels of the building(s), road(s) and footpath(s) in relation to the adjoining land and highway(s) and any other changes proposed in the levels of the site have been submitted to and approved in writing by the Local Planning Authority.
b) The development shall thereafter be implemented in accordance with the details as approved under this condition and retained as such thereafter.

Reason: To ensure that the development is carried out at suitable levels in relation to the highway and adjoining land having regard to drainage, gradient of access, the safety and amenities of users of the site, the amenities of the area and the health of any trees or vegetation in accordance with policies CDH01, CDH07, TRC01 of the Barnet Local Plan (adopted March 2025) and Policies D4, D5, D8 and G7 of the London Plan 2021.

Excavations check

37. No development shall take place until details of the location, extent and depth of all excavations for services (including but not limited to electricity, gas, water, drainage and telecommunications) in relation to trees on and adjacent to the site have been submitted to and approved in writing by the Local Planning Authority.

The development shall thereafter be implemented in accordance with details approved under this condition.

Reason: To safeguard the health of existing tree(s) which represent an important amenity feature in accordance with Policies CDH01 and CDH07 of the Barnet Local Plan (adopted March 2025) and Policy G7 of the London Plan (2021).

Green Roof

38. Prior to the first occupation of development hereby approved, details of the proposed intensive biodiverse green roof shall be submitted to and approved in writing by the Local Planning Authority. The green roof shall be implemented in accordance with the details approved prior to the first occupation of development and retained as such thereafter. Should part of the approved green roof be removed, die, become severely damaged or diseased within five years of the completion of development, it shall be replaced in accordance with the details approved by this condition.

Reason: In the interests of good design and to promote urban greening, biodiversity, sustainable urban drainage and to secure opportunities for the enhancement of the nature conservation value of the site, in accordance with Policies CDH01, CDH02, CDH07 and ECC07 of the Barnet Local Plan (adopted March 2025) and Policies G5 and G6 of the London Plan (2021).

Biodiversity Enhancement Plan

39. Prior to completion of the development the details of Biodiversity Enhancement Plan be submitted and approved by the local planning authority. The document shall contain the location, height, orientation, specification of all ecological enhancement feature including 2 x integrated bat roost boxes, 2 x Woodstone bird nest boxes, 2 x house sparrow terrace, and 2 x swift nest brick to be installed on each of the building and/or trees nearby as in accordance with guidance with the Preliminary Ecological Assessment (PEA) (Middlemarch Environmental Ltd, May 2025) and 'Designing for Biodiversity A technical guide for new and existing buildings (RIBA)'.

In addition, 3 x purpose-built log piles and 2 x insect hotels, are to be installed within the boundary of the site including green roofs. Details on the specifications, location, aspect, and position of these species' enhancement measures and native seeding and planting of high biodiversity value shall be submitted to and approved by the LPA.

The thereafter approved ecological enhancement features shall be installed on site in

their entirety.

Reason: To ensure the protection of wildlife and the habitat which supports it and to secure opportunities for the enhancement of the nature conservation value of the site in accordance with Policies CDH01, CDH03, CDH07, ECC07 of the Barnet Local Plan (adopted March 2025) and Policies G6 and G7 of the London Plan (2021).

Protected Species – Badgers

40. a) No site works shall take place until the findings of an updated survey for Badgers have been submitted to and approved in writing by the Local Planning Authority.
b) The findings and recommendations of an updated Badger survey shall be submitted for approval pursuant to this planning condition, and may also form part of the Construction Environmental Management Plan (CEMP: Biodiversity) submission pursuant to Condition 4 of this permission, and the details approved shall be adhered to and implemented throughout the construction period, unless otherwise agreed in writing by the Local Planning Authority.
c) Where a Natural England mitigation licence may be required in order to avoid committing an offence under the relevant legislation, confirmation of a licence or registration issued by the relevant licensing body in relation to Badgers shall be submitted to the Local Planning Authority. No ground works or site clearance shall be carried out until the relevant licence has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that any badgers are not adversely affected by the development in accordance with Policy ECC07 (Biodiversity) of the Barnet Local Development Plan (adopted March 2025) and Policy G5, and G6 of the London Plan, the Protection of Badgers Act 1992.

Ecological Supervision of Works

41. No development (including vegetation clearance) shall commence until an appropriately competent ecologist has been appointed and is present onsite to provide an Ecology Toolbox Talk, to conduct a pre commencement site inspection for evidence of any protected species and supervise all sensitive ecological works in accordance with the thereafter approved Construction Environmental Management Plan (CEMP: Biodiversity).

Reason: To ensure that any protected and notable species are safeguarded throughout the approved works. Pursuant to the Wildlife and Countryside Act 1981 (as amended) and Conservation of Habitat and Species Regulation 2017, and in accordance with local planning policy EC007 (Biodiversity) (adopted March 2025), Policy G5, G6 & G7 of the London Plan.

Material Changes Check (inspection)

42. If consented demolition of the building identified as Plate 8.11 and 8.12 within Preliminary Ecological Appraisal (HB10) prepared by Middlemarch does not commence within 12 months from the date of planning consent, the building shall be subject to a Material Changes Check (inspection) of the exterior and interior of the building.

The purpose of the Material Changes Check is to:

i) establish if there have been any changes in the suitability of the building to support roosting bats, and;

ii) identify any likely new ecological impacts that might arise from any changes.

If the Material Changes Check identifies changes that could result in ecological impacts not previously addressed in the approved scheme (Bat Surveys, Middlemarch, August 2025), the Applicant must:

i) Carry out further surveys to confirm the presence or continued absence of bats; Submit the survey results and any updated ecological strategy to the Local Planning Authority (LPA) for approval before any demolition works commence; and

ii) Implement all works in accordance with the approved ecological measures and timetable.

Reason: To ensure that any protected and notable species are safeguarded throughout the approved works. Pursuant to the Wildlife and Countryside Act 1981 (as amended) and Conservation of Habitat and Species Regulation 2017, and in accordance with local planning policy EC007 (Biodiversity) (adopted March 2025), Policy G5, G6 & G7 of the London Plan.

Biodiversity gain plan

43. Prior to the commencement of any site works (including any temporary enabling works, site clearance and demolition) or development, a Biodiversity Net Gain Plan shall have been submitted to and approved in writing by the Local Planning Authority.

The Biodiversity Net Gain Plan shall contain the completed Statutory Biodiversity Metric (as amended) and show the calculation of pre-development and post-development predicted biodiversity values, proof of purchase of the required biodiversity units, a plan detailing the habitat design/s for both onsite and any offsite provision and a detailed maintenance schedule including a description of arrangements for maintenance and monitoring of habitats enhancement. The Biodiversity Gain Plan will provide for delivery of a 10% net gain over the baseline value and monitoring for 30 years thereafter.

The development shall thereafter be implemented and maintained in full in accordance with details approved under this condition.

Reason: To ensure the delivery of biodiversity net gain set out under the requirements of Section S.90A and Schedule 7a of the Town and Country Planning Act 1990 as enacted by Schedule 14 of the Environment Act 2021 and subject to the General Biodiversity Gain Condition as obligated under Paragraph 13 of Schedule 7A of the Town and Country Planning Act 1990; as enacted by Schedule 14 of the Environment Act 2021.

Habitat Management and Monitoring Plan (HMMP)

44. Part 1: The Biodiversity Gain Plan shall be prepared in accordance with the approved Statutory Biodiversity Metric. The development shall not commence until a Habitat Management and Monitoring Plan (the HMMP), prepared in accordance with the approved Biodiversity Gain Plan and including:
a) a non-technical summary;
b) the roles and responsibilities of the people or organisation(s) delivering the HMMP;
c) the planned habitat creation and enhancement works to create or improve habitat to achieve the biodiversity net gain in accordance with the approved Biodiversity Gain Plan;
d) the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of development; and
e) the monitoring methodology and frequency in respect of the created or enhanced habitat to be submitted to the local planning authority, has been submitted to, and

approved in writing by, the local planning authority.

Part 2: Notice in writing shall be given to the Council when the:
a) HMMP has been implemented; and
b) habitat creation works as set out in the HMMP have been completed.

Part 3:
Prior to the completion of the relevant landscaping works:
a) the habitat creation works set out in the approved HMMP have been completed; and
b) a completion report, evidencing the completed habitat enhancements, has been submitted to, and approved in writing by the Local Planning Authority. The created and/or enhanced habitat specified in the approved HMMP shall be managed and maintained in accordance with the approved HMMP.

Part 4: Monitoring reports shall be submitted to the local planning authority in writing in accordance with the methodology and frequency specified in the approved HMMP.

Reason: To ensure the development delivers a biodiversity net gain on site in accordance with Schedule 7A of the Town and Country Planning Act 1990 and Policies 192 – 195 of the NPPF, the Wildlife and Countryside Act 1981 (as amended) and Conservation of Habitat and Species Regulation 2017, Policies G5, G6 and G7 of the London Plan (2021) and Policy ECC07 of the Barnet Local Plan (adopted March 2025).

Non-Native Invasive Species Management

45. Prior to the commencement of works details of an Invasive Species Management Plan shall be submitted to and approved by the LPA and shall be undertaken throughout the approved works hereafter.

The document shall include a detailed plan showing the location of invasive species (Schedule 9 listed species Wildlife and Countryside Act 1980 (as amended), and details of any avoidance, treatment, removal, and bio-secure disposal measures. Any removal of Franchet's cotoneaster (Cotoneaster franchetii), Virigina creeper (Parthenocissus quinquefolia) and buddleia (Buddleja davidii) from the site must be undertaken by trustworthy third-party invasive plant removal specialist who belong to a trade body such as the Property Care Association (PCA) Property Care Association, or the Invasive Non-Native Specialist Association View Our Members - INNSA.

An invasive species removal specialist is be named responsible for the secure removal/treatment, transposition and disposing of "controlled waste" under the Environment Protection Act 1990 (EPA 1990).

All measures outlined within the thereafter Invasive Species Management Plan must be strictly adhered to throughout the timeline of the project.

Reason: In accordance with Section 197 of the Town and Country Planning Act 1990 and Barnet Local Development Plan EC007 (Biodiversity) (adopted March 2025), and Policies G5, G6 & G7 of the London Plan (2021) and Environment Act 2021.

Protective Barrier Fencing

46. Prior to commencement of any works in proximity to the retained trees, a protective barrier shall be installed to enclose any protected species that may be present, from the proposed works and construction as per the guidance outlined in the British Standard

BS 5837:2012 Trees in Relation to Demolition and Construction – Recommendations sections 6.1.2 and 6.1.3.

The protective barrier shall be installed under by suitable qualified ecologist or appropriately qualified person.

Reason: To ensure that the protection of protected species is not prejudiced during construction in accordance with Section 197 of the Town and Country Planning Act 1990 and in accordance with Policies CDH01, CDH03, CDH07, ECC07 of the Barnet Local Plan (adopted March 2025) and Policies G6 and G7 of the London Plan (2021).

Urban greening factor

47. Prior to occupation of the development, documentary evidence must be submitted to the local planning authority and approved in writing to show that the entire development is able to achieve an urban greening factor average of at least 0.4 (or whatever policy requirement is in place at that time). The measures set out in that evidence for achieving an urban greening factor of at least 0.4 shall thereafter be retained.

Reason: To improve urban greening in accordance with Policy G5 of the London Plan 2021.

Part M4(3) wheelchair user dwellings and Part M4(2) accessible and adaptable dwellings

48. A minimum of 10% of all dwellings shall be built to comply with requirement M4(3) wheelchair user dwellings contained within Part M volume 1 of the Building Regulations, as identified on the plans approved under condition 2.

All other dwellings shall be built to requirement M4(2) accessible and adaptable dwellings contained within Part M volume 1 of the Building Regulations.

Reason: To promote housing choice for disabled and elderly households and ensure a socially inclusive and sustainable development, in accordance with Policy CDH02 of the Barnet Local Plan (adopted March 2025) and Policies D5 and D7 the London Plan (2021).

Hours of Construction

49. No construction works shall occur outside of the following times:
a. 08:00 - 18:00 hours weekdays;
b. 08:00 - 13:00 hours Saturdays

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of adjoining residential properties in accordance with Policy ECC02 of the Barnet Local Plan (adopted March 2025).

Rooftop telecommunications restrictions

50. Notwithstanding the provisions of any development order made under Section 59 of the Town and Country Planning Act 1990 (or any Order revoking and re-enacting that Order), the following operations shall not be undertaken without the receipt of prior specific express planning permission in writing from the Local Planning Authority on the buildings hereby approved:

The installation of any structures or apparatus for purposes relating to telecommunications or any part of the development hereby approved, including any structures or development otherwise permitted under Part 24 and Part 25 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) or any equivalent Order revoking and re-enacting that order.

Reason: To ensure that the development does not impact adversely on the character of the area and to ensure the Local Planning Authority can control the development in the area so that it accords with Policy CDH01 and CDH04 of the Barnet Local Plan (adopted March 2025).

Secured by Design

51. Prior to commencement of development above slab level each building, details shall be submitted to and approved, in writing, by the Local Planning Authority to demonstrate that the relevant parts of a development seek to apply the principles of Secured by Design. The development shall be carried out in accordance with approved details.

Reason: To protect the amenity of the area in accordance with Policies CDH01 of the Barnet Local Plan (adopted March 2025).

Fire safety

52. The development hereby approved shall be delivered in accordance with the Outline Fire Safety Strategy (ref. HB07A) and Gateway One Fire Statement (ref. HB08A).

Reason: To ensure that the development incorporates the necessary fire safety measures in accordance Policy D12 of the London Plan (2021).

Full fibre connectivity infrastructure provisions

53. Prior to the commencement of above slab level, detailed plans demonstrating the provision of sufficient ducting space for the provision of full fibre connectivity infrastructure within the development shall be submitted to and approved in writing by the LPA. The development shall be undertaken in accordance with approved detailed thereafter.

Reason: To ensure the development is capable of accommodating fast a reliable digital connectivity in accordance with Policy SI 6 of the London Plan (2021).

BREEAM

54. A) The non-residential development is required to meet the BREEAM Excellent level. B) Prior to the first occupation of the non-residential elements of the development, the developer shall submit certification of the BREEAM Excellent standard.

Reason: To ensure that the development is sustainable and complies with Policy CDH02 of the Barnet Local Plan (adopted March 2025), the Sustainable Design and Construction SPD (adopted October 2016) and Policies SI2, SI4 and SI5 of the Mayor's London Plan (2021).

Passivhaus certification

55. Prior to the commencement of above ground construction works to Buildings A, B,C, D and E, a RIBA Design Stage 4 Passivhaus Strategy that demonstrates that the

development is capable of achieving Passivhaus 'Classic' certification shall be submitted to and approved by the Local Planning Authority.

Reason: In the interest of addressing climate change and securing sustainable development in accordance with London Plan (2021) Policies SI2, SI3 and SI4, and Policy ECC01 of the Barnet Local Plan (adopted March 2025).

Passivhaus certification

56. Within two months of completion of Buildings A, B,C,D and E a Passivhaus Certificate will be submitted to and approved by the Local Planning Authority demonstrating that Buildings A, B,C,D and E meet the Passivhaus 'Classic' Standards, awarded by a suitably qualified independent Passivhaus Certifier.

    Reason: In the interest of addressing climate change and securing sustainable development in accordance with London Plan (2021) Policies SI2, SI3 and SI4, and Policy ECC01 of the Barnet Local Plan (adopted March 2025)

Photovoltaic panels

57. Prior to occupation of the 142nd residential dwelling, detailed drawings showing the photovoltaic panel arrays on the roofs of the proposed buildings shall be submitted to and approved in writing by the Local Planning Authority. This shall look to maximise photovoltaic panel provision where feasible. The photovoltaic panel arrays shall be installed in accordance with the approved drawings and made operational prior to occupation of the development hereby approved.

    Reason: To ensure that the development minimises its carbon emissions, in accordance with London Plan Policy SI2.

Whole life carbon

58. Prior to the occupation of the relevant phase of the development, the post-construction tab of the GLA's whole life carbon assessment template should be completed accurately and in its entirety in line with the GLA's Whole Life Carbon Assessment Guidance. The post construction assessment should provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance.

    Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the relevant building.

    Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with Policy ECC01, CDH02 of the Barnet Local Plan (adopted March 2025) and Policy SI 2(F) London Plan 2021.

Circular economy

59. Prior to the occupation of the relevant phase of the development, a Post Completion Report setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: CircularEconomyLPG@london.gov.uk, along with any supporting evidence as per the

GLA's Circular Economy Statement Guidance.

The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with Policy ECC01, CDH02 of the Barnet Local Plan (adopted March 2025) and Policy SI 7 London Plan 2021.

Pedestrian access to High Barnet station

60. During all construction and operational phases of the development, the applicant shall ensure that a pedestrian access to High Barnet London Underground Station is maintained through the site at all times.

Reason: To maintain uninterrupted and safe access to High Barnet London Underground Station for the public and emergency services.

Continued railway access easement

61. During all construction and operational phases of the development, the applicant shall ensure that a route through the site providing access to, from and within the railway access easement to the northern boundary of the site is available for relevant pedestrians and vehicles with such access being available at times reasonably requested by London Underground Limited in advance.

Reason: To maintain and ensure the continued operation of essential transport infrastructure.

Thames Water Piling Method Statement

62. No impact piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) for the detailed phase has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure.

Informatives

1. Engagement

In accordance with paragraphs 39-59 of the NPPF, the Local Planning Authority (LPA) takes a positive and proactive approach to development proposals, focused on solutions. The LPA has produced planning policies and written guidance to assist applicants when submitting applications. These are all available on the Council's website. A preapplication advice service is also offered and the Applicant engaged with this prior to the submissions of this application. The LPA has negotiated with the applicant/agent where necessary during the application process to ensure that the

proposed development is in accordance with the Development Plan.

2. Community Infrastructure Levy

The Community Infrastructure Levy (CIL) applies to all 'chargeable development'. This is defined as development of one or more additional units, and / or an increase to existing floor space of more than 100 sq m. Details of how the calculations work are provided in guidance documents on the Planning Portal at www.planningportal.gov.uk/cil

We believe that your development is liable for CIL. The Mayor of London adopted a CIL charge on 1st April 2012 setting a rate of £60 per sq m on all forms of development in Barnet except for education and health developments which are exempt from this charge. The London Borough of Barnet first adopted a CIL charge on 1st May 2013. A new Barnet CIL Charging Schedule applies from 1 April 2022 (https://www.barnet.gov.uk/planning-and-building/planning/community-infrastructure-levy) which applies a charge to all residential (including sui generis residential), hotel, retail and employment uses.

Please note that Indexation will be added in line with Regulation 40 of Community Infrastructure Levy.

Liability for CIL will be recorded to the register of Local Land Charges as a legal charge upon your site payable should you commence development. Receipts of the Mayoral CIL charge are collected by the London Borough of Barnet on behalf of the Mayor of London; receipts are passed across to Transport for London to support Crossrail, London's highest infrastructure priority.

You will be sent a 'Liability Notice' that provides full details of the charge and to whom it has been apportioned for payment. If you wish to identify named parties other than the applicant for this permission as the liable party for paying this levy, please submit to the Council an 'Assumption of Liability' notice, which is also available from the Planning Portal website.

The CIL becomes payable upon commencement of development. You are required to submit a 'Notice of Commencement' to the Council's CIL Team prior to commencing on site, and failure to provide such information at the due date will incur both surcharges and penalty interest. There are various other charges and surcharges that may apply if you fail to meet other statutory requirements relating to CIL, such requirements will all be set out in the Liability Notice you will receive. You may wish to seek professional planning advice to ensure that you comply fully with the requirements of CIL Regulations. If you have a specific question or matter you need to discuss with the CIL team, or you fail to receive a 'Liability Notice' from the Council within 1 month of this grant of planning permission, please email us at: cil@barnet.gov.uk.

3. Planning Obligation

A Planning Obligation under Section 106 of the Town & Country Planning Act 1990 (as amended) relates to this permission.

4. Street naming and numbering

The applicant is advised that any development or conversion which necessitates the removal, changing, or creation of an address or addresses must be officially registered by the Council through the formal 'Street Naming and Numbering' process.

The London Borough of Barnet is the Street Naming and Numbering Authority and is the only organisation that can create or change addresses within its boundaries. Applications are the responsibility of the developer or householder who wish to have an address created or amended.

Occupiers of properties which have not been formally registered can face a multitude of issues such as problems with deliveries, rejection of banking / insurance applications, problems accessing key council services and most importantly delays in an emergency situation.

Further details and the application form can be downloaded from: http://www.barnet.gov.uk/naming-and-numbering-applic-form.pdf or requested from the Street Naming and Numbering Team via street.naming@barnet.gov.uk or by telephoning 0208 359 4500

5. Trees / Landscape

Tree and shrub species selected for landscaping/replacement planting provide long term resilience to pest, diseases and climate change. The diverse range of species and variety will help prevent rapid spread of any disease. In addition to this, all trees, shrubs and herbaceous plants must adhere to basic bio-security measures to prevent accidental release of pest and diseases and must follow the guidelines below.

An overarching recommendation is to follow BS 8545: Trees: From Nursery to independence in the Landscape. Recommendations and that in the interest of Bio-security, trees should not be imported directly from European suppliers and planted straight into the field, but spend a full growing season in a British nursery to ensure plant health and non-infection by foreign pests or disease. This is the appropriate measure to address the introduction of diseases such as Oak Processionary Moth and Chalara of Ash. All trees to be planted must have been held in quarantine." To ensure the replacement trees meet bio-security standards they should be purchased from a DEFRA accredited supplier that can be found here:- www.planthealthy.org.uk

The Applicant is advised that the final soft landscape design will need to avoid the inclusion of a Schedule 9 listed plant species under the Wildlife and Countryside Act 1981 or on the Species of Concern list of the London Invasive Species Initiative.

In relation to the condition that relates to the CAVAT value of the trees removed, details of this valuation system can be found: https://www.ltoa.org.uk/resources/cavat. This value will be used to inform the level of compensatory tree planting required within the scheme and if required offsite tree planting.

Dead Wood

While trees are alive they provide many benefits for wildlife including food and shelter. When a tree dies or needs to be removed these habitat niches are lost. However, where it is safe and appropriate to do so, the retention of large diameter logs and/or standing dead trees (conventionally at a reduced height) is encouraged, as the natural decay process provides equally important habitats for wildlife. To help maintain and improve wildlife habitats and diversity within Barnet, the retention of logs and/or standing timber on site is encouraged. Logs can be arranged in many different ways - guidance can be found here: www.rhs.org.uk/wildlife/dead-wood-compost-heap-habitats or www.wildlifetrusts.org/actions/how-make-log-shelter. Further information on the importance of deadwood habitats, published by The World Wide Fund for Nature, can be found here: www.forestlife.gr/en/publication-afterlife-tree/.

Trees removed to facilitate this development:- the large diameter logs shall be placed within the wooded area between the development and High Road (A1000) to improve biodiversity.

6. In relation to Condition 34 (iii) which requires submission of the tree pit specification, you are advised that the such details will need to include the following information as specified by the Councils Arboricultural Officer.

   Tree pit dimensions and construction for both soft and hard landscape areas, including:
   Minimum pit size relative to rootball (in accordance with BS 8545:2014 and BS 4428:1989).
   Soil profile (topsoil and subsoil depths) and specification to BS 3882:2015.
   Drainage provision and base preparation.
   Root barriers where adjacent to services or hard surfaces.
   Irrigation and aeration systems, including location and type (e.g., perforated pipe or proprietary system).
   Staking and tying arrangements, including materials and fixing method, compliant with BS 4428 and BS 3936-1.
   Surface finish and mulch, specifying depth and material.
   Integration with Sustainable Drainage Systems (SuDS) where applicable.
   Details of the extent and location of root cells or soil support modules to create an underground skeletal framework that, supports pavement and traffic loads and providing large volumes of uncompacted soil for tree root growth that also allows integration of utilities, aeration, and drainage system
   Maintenance and establishment operations, including watering regime and five-year replacement guarantee for failures.

7. Highways

   Refuse collection point should be located at a ground floor level and within 10m of the refuse vehicle parking bay. Levelled access should be provided for the refuse collection personnel to collect the bins. The refuse collection personnel are not expected to push the bins on an inclined surface to safeguard their Health and Safety requirements. Alternatively, the dustbins will need to be brought to the edge of the refuse vehicle route on day of collection. The applicant is advised that the Council's refuse collection department is consulted to agree a refuse collection arrangement. Turning facilities for refuse collection vehicles must be provided within the site for vehicles entering the development.

   The Highway Authority will require the applicant to give an undertaking to pay additional costs of repair or maintenance of the public highway in the vicinity of the site should the highway be damaged as a result of the construction traffic. The construction traffic will be deemed "extraordinary traffic" for the purposes of Section 59 of the Highways Act 1980. Under this section, the Highway Authority can recover the cost of excess expenses for maintenance of the highway resulting from excessive weight or extraordinary traffic passing along the highway. It is to be understood that any remedial works for such damage will be included in the estimate for highway works

   The developer is informed that hoarding, scaffolding, crane and skips on or abutting the public highway require a licence. To make an application for these licenses please contact the council's Highways Licence Team on 0208 359 3555 for any necessary Highways Licenses or email highwayscorrespondence@barnet.gov.uk

   The applicant is required to submit a Street Works Licence application to the Development and Regulatory Services, 2 Bristol Avenue, Colindale NW9 4EW, 4-6

weeks before the start of works on the public highways.

The surface of the highway and any gullies or drains nearby must be protected with plastic sheeting. Residue must never be washed into nearby gullies or drains. During the development works, any gullies or drains adjacent to the building site must be maintained to the satisfaction of the Local Highways Authority. If any gully is damaged or blocked, the applicant will be liable for all costs incurred. The Applicant shall ensure that all watercourses, drains, ditches, etc. are kept clear of any spoil, mud, slurry or other material likely to impede the free flow of water therein.

8. Environmental Health

Demolition and Construction Management and Logistics Plan

The submitted Demolition and Construction Management and Logistics Plan shall include as a minimum details of:

- Site hoarding
- Wheel washing
- Dust suppression methods and kit to be used
- Site plan identifying location of site entrance, exit, wheel washing, hoarding, dust suppression, location of water supplies and location of nearest neighbouring receptors. Explain reasoning if not applicable.
- Confirmation whether a mobile crusher will be used on site and if so, a copy of the permit and indented dates of operation.
- Confirmation of the following: log book on site for complaints, work in accordance with British Standards BS 5228-1:2009+A1:2014 and best practicable means are employed; clear contact details on hoarding. Standard construction site hours are 8am-6pm Monday - Friday, 8am-1pm Saturday and not at all on Sundays and Bank Holidays. Bonfires are not permitted on site.
- Confirmation that all Non Road Mobile Machinery (NRMM) comply with the Non

Road Mobile Machinery (Emission of Gaseous and Particulate Pollutants) Regulations 1999.

- For major developments only: provide a copy of an asbestos survey; For smaller developments -confirmation that an asbestos survey has been carried out.

9. Contaminated land

In complying with the contaminated land condition parts 1 and 2, reference should be made at all stages to appropriate current guidance and codes of practice. This would include:

a) The Environment Agency CLR & SR Guidance documents (including CLR11 'Model Procedures for the Management of Land Contamination');
b) National Planning Policy Framework (2012) / National Planning Practice Guidance (2014);
c) BS10175:2011 - Investigation of potentially contaminated sites - Code of Practice;
d) Guidance for the safe development of housing on land affected by contamination, (2008) by NHBC, the EA and CIEH;
e) CIRIA report C665 - Assessing risks posed by hazardous ground gases to buildings;
f) CIRIA report C733 - Asbestos in soil and made ground: a guide to understanding and

managing risks.

g) Please note that in addition to the above, consultants should refer to the most relevant and up to date guidance and codes of practice if not already listed in the above list.

10. Considerate Contractors

Applicants and agents are encouraged to sign up to the Considerate Contractors Scheme (www.ccscheme.org.uk) whereby general standards of work are raised and the condition and safety of the Borough's streets and pavements are improved.

11. Acoustic consultant

The applicant is advised to engage a qualified acoustic consultant to advise on the scheme, including the specifications of any materials, construction, fittings and equipment necessary to achieve satisfactory internal noise levels in this location.
In addition to the noise control measures and details, the scheme needs to clearly set out the target noise levels for the habitable rooms, including for bedrooms at night, and the levels that the sound insulation scheme would achieve.

The Council's Sustainable Design and Construction Supplementary Planning Document requires that dwellings are designed and built to insulate against external noise so that the internal noise level in rooms does not exceed 30dB(A) expressed as an Leq between the hours of 11.00pm and 7.00am, nor 35dB(A) expressed as an Leq between the hours of 7.00am and 11.00pm (Guidelines for Community Noise, WHO). This needs to be considered in the context of room ventilation requirements.

The details of acoustic consultants can be obtained from the following contacts: a) Institute of Acoustics and b) Association of Noise Consultants.
The assessment and report on the noise impacts of a development should use methods of measurement, calculation, prediction and assessment of noise levels and impacts that comply with the following standards, where appropriate.

6) BS 7445(2003) Pt 1, BS7445 (1991) Pts 2 & 3 - Description and measurement of environmental noise;
6) BS 4142:2014 - Method for rating industrial noise affecting mixed residential and industrial areas;
6) BS 8223: 2014 - Guidance on sound insulation and noise reduction for buildings: code of practice;
6) Department of Transport: Calculation of road traffic noise (1988);
6) Department of Transport: Calculation of railway noise (1995);
6) National Planning Policy Framework (2023)/ National Planning Policy Guidance. Please note that in addition to the above, consultants should refer to the most relevant and up to date guidance and codes of practice if not already listed in the above list.

12. Air Quality

The Air Quality reports required under the Environment Act 1995 have highlighted that this area currently experiences or is likely to experience exceedances of Government set health-based air quality standards. A list of possible options for mitigating poor air

quality is as follows:

1) Use of passive or active air conditioning; 2) Use of acoustic ventilators; 3) Altering lay out so habitable rooms are sited away from source of poor air quality; 4) Non residential usage of lower floors; 5) Altering footprint by siting further away from source of poor air quality. For developments that require an air quality report; the report should have regard to the air quality predictions and monitoring results from the most recent Review and Assessment report available from the LPA web site and Air Quality England. The report should be written in accordance with the following guidance : 1) Environmental Protection UK and IAQM Guidance: Land-Use Planning and Development Control: Planning for Air Quality, Jan 2017); 2) Environment Act 1995 Air Quality Regulations; 3) Local Air Quality Management Technical Guidance LAQM.TG(16); 4) London Councils Air Quality and Planning Guidance (2007); 5) Mayor of London's Supplementary Planning Guidance for Sustainable Design and Construction (2014); 6) Section 6.2 of the Technical Guidance Note D1 (Dispersion) 'Guidelines on Discharge Stack Heights for Polluting Emissions' 7) The control of dust and emissions from construction and demolition, Best Practice Guidance London Councils, 2006; 8) The Control of Dust and Emissions during construction and demolition supplementary planning guidance July 2014; 9) Air Quality Neutral Planning Support Update April 2014 and 10) Guidance on the assessment of dust from demolition and construction, Institute of Air Quality Management, January 2014 Please note that in addition to the above, consultants should refer to the most relevant and up to date guidance and codes of practice if not already listed in the above list.

The applicant is advised to engage a qualified kitchen extraction consultant to advise on the scheme, including the specifications of any materials, construction, fittings and equipment necessary to achieve satisfactory smoke and odour control. Please note that:

- Flue(s) must be 1.5 m* above eaves or any open able windows in the vicinity (within 20 metres of the flue) if there are sensitive premises in the vicinity. The final discharge must be vertically upwards. There should be no hat or cowl on the top of the flue. If flues are to be attached to neighbouring noise/vibration sensitive premises they must incorporate anti-vibration mounts, flexible couplings and silencers. *If the flue is in a Conservation area then this height may be reduced to 1m above eaves.

- The assessment and report on the noise impacts of a development should use methods of measurement, calculation, prediction and assessment of noise levels and impacts that comply with the following standards, where appropriate: DEFRA Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems (DEFRA, January 2005); DEFRA Odour Guidance for Local Authorities (DEFRA, March 2010). Please note that in addition to the above, consultants should refer to the most relevant and up to date guidance and codes of practice if not already listed in the above list.

13. Thames Water

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry

Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk . Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. https://www.thameswater.co.uk/developers/larger-scaledevelopments/planning-yourdevelopment/working-near-our-pipes Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

14. Lead Local Flood Authority

With regards to the Sustainable Urban drainage strategy typically the LLFA would expect the Drainage Strategy to include the following but not limited to;

- A fully labelled SuDS network diagram showing, pipes and manholes, suds features with reference numbers etc.
- SuDS design input data and results to support the design.
- Infiltration site investigation results showing that infiltration systems are feasible method of discharge for this site, if SuDS infiltration method is proposed;
- Appropriate design rainfall i.e. Flood Estimation Handbook (FEH) design rainfall 2013.
- Assessment of the proposed drainage system during the 30-year design rainfall according to Design and Construction Guidance, March 2020;
- Assessment of the attenuation storage volumes to cope with the 100-year rainfall event plus climate change.
- Evidence of Thames Water (Water Company) agreement for discharge to their system (in principle/ consent to discharge) if the proposal includes connecting to a sewer system.
- Details of overland flood flow routes in the event of system exceedance or failure, with demonstration that such flows can be appropriately managed on site without increasing
- the flood risk to occupants or neighbouring properties;
- SuDS operation and maintenance plan;
- SuDS detailed design drawings;
- SuDS construction phasing.

15. Ecology

Under the requirements of paragraph 13, Schedule 7a of the Town and Country Planning Act 1990, as enacted by Schedule 14 of the Environment Act 2021, the planning permission granted is deemed subject to the General Biodiversity Gain

Condition. No earlier than one day after planning permission is granted an application shall be submitted to discharge the requirement for a Biodiversity Net Gain Plan for approval by the Local Planning Authority.

The Biodiversity Gain Plan shall contain the completed Statutory Biodiversity Metric (as amended) and will show the calculation of the pre-development and post-development predicted biodiversity values, a plan detailing the habitat design/s for both onsite and any offsite provision, a detailed maintenance schedule including a description of arrangements for maintenance and monitoring of habitats enhancement in accordance with paragraph 9(3) of Schedule 7A to the 1990 Act applies. The Biodiversity Gain Plan will deliver at least 10% net gain over the baseline value and shall be monitored for 30 years thereafter.

Nesting Birds

Vegetation clearance is advised to be undertaken outside of the active nesting bird season. Nesting birds and their active birds' nests are protected from damage of

disturbance under the Wildlife and Countryside Act 1981, as amended (section 1). Generally, trees, buildings and scrub may contain nesting birds between 1st March and 31st August inclusive. It is considered that nesting birds are likely to be present between the above dates. You are advised to seek the advice of a competent ecologist prior to undertaking any works which could affect nesting birds during the period outlined above.

Precautionary Mitigation Measures (wild mammals)

During construction, any excavations including holes, pipes and boreholes that need to be left overnight should be covered over or fitted with mammal ramps to ensure that any animals that enter can safely escape. Any open pipework with an outside diameter of greater than 120 mm must be covered at the end of each work- day to prevent animals entering/becoming trapped. Vegetation clearance should be undertaken in a sensitive manner to allow terrestrial mammals to disperse. Any trapped mammals found during the process should be carefully moved to the retained boundary habitats at the end site or adjacent habitats off site.

16. Details of the artificial lighting scheme for the development submitted pursuant to Condition 31 shall be designed in accordance with the lighting specification, avoidance and mitigation measures outlined with the Guidance Note 08/23 Bats and artificial lighting in the UK Bats and the Built Environment series (Institution of Lighting Professionals, 2023). The artificial lighting scheme shall incorporate a bat sensitive lighting strategy which shall:

    b) identify those areas/features on site that are particularly sensitive for bats and that are likely to cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory, for example, for foraging; and
    b) show how and where external lighting will be installed (through the provision of

appropriate lighting contour plans and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent the above species using their territory or having access to their breeding sites and resting places.

All external lighting shall be installed in accordance with the specifications and locations set out in the strategy, and these shall be maintained thereafter in accordance with the strategy. Under no circumstances should any other external lighting be installed without prior consent from the local planning authority.

17. UK Power Networks

All works should be undertaken with due regard to Health and Safety Guidance notes HS(G)47 (Avoiding Danger from Underground services). This document is available from local HSE office. Should any diversion works be necessary as a result of the development then enquiries should be made to our Customer Connections

department. The address is UK Power Networks, Metropolitan house, Darkes Land, Potters Bar, Herts, EN6 1AG. You can also find support and applications form on the website.

18. Cadent Gas

Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions
Prior to carrying out works, including the construction of access points, please register on www.linesearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Deputy Mayor, acting as the Local Planning Authority, has expeditiously considered the application against all relevant national, regional and local planning policy; and has decided to grant planning permission in accordance with the recommendation in GLA Representation Hearing report and update report GLA/2026/0044/S3. The Deputy Mayor has, therefore, worked in a positive, proactive and creative manner in relation to dealing with this planning application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2015 and paragraph 38 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework.



John Finlayson
Head of Development Management

Notes:

This is a planning permission only. It does not convey any approval or consent that may be required under Building Regulations or any other enactment.

NOTES TO APPLICANTS

Statement of Applicant's Rights arising from the refusal of planning permission or from the grant of permission subject to conditions.

If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision, then you must do so within 6 months of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made using a form which you can get from the The Planning Inspectorate, Room 3 O/P, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel: 0303 444 5000) or online at https://www.gov.uk/government/organisations/planning-inspectorate

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

Purchase Notices and Compensation

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subjects to conditions, the owner may claim that the land cannot be put to a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the land in accordance with the provision of Part IX or the Town and Country Planning Act 1990. In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal. These circumstances are set out in sections 169 and related provisions of the Town and Country Planning Act 1990.

SCHEDULE 2

Plans

Plan 1 – Site Plan

Plan 2 – Affordable Housing Location Plan

Plan 3 – Highway Works Plan

Plan 4 – Public Realm Plan

Plan 1



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Notes

All contractors must visit the site and be responsible for taking and checking dimensions.
All construction information should be taken from figured dimensions only.
Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the supervising officer.
This drawing & the works depicted are the copyright of JTP.

This drawing is prepared for the specific project stage in the Drawing Status section below and it is not intended to be used for any other purpose. Whilst all reasonable efforts are used to ensure drawings are accurate, JTP accept no liability for any reliance placed on, or use made of, this plan by anyone for purposes other than those stated in the Drawing Status below.

Extent of Planning Boundary

Extent of Site Ownership

Note:
Boundaries align with either Ordnance Survey or, where increased accuracy is required, topographical survey.

Rev	Date	Description	Drawn	Chkd

Drawing Status
PLANNING

Client
TTL High Barnet Properties Limited and London Underground Limited and Places for London Limited and BDW Trading Limited

JTP Studios, Unit 5
The Rum Warehouse
Pennington Street
London, E1W 2AP
+44 (0) 20 7017 1780
www.jtp.co.uk

Project
High Barnet Station, Station Approach, London, EN5 5RP

Drawing Title
Site Plan

Scale @A1 1 : 1250 Job Ref. HA048

Drawing No. HA048-JTP-SW-ZZ-DR-A-T-06-002 Revision.

Scale Bar
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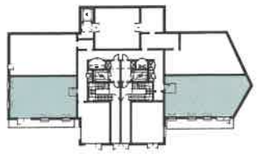
Plan 2





Lower Ground Floor
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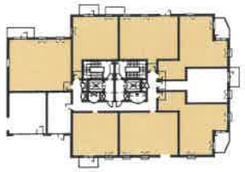

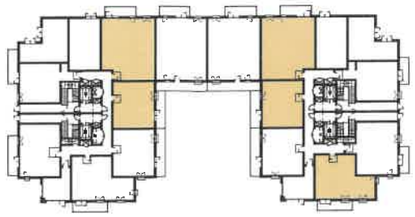

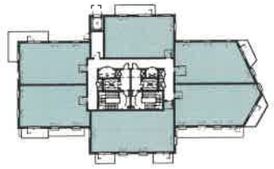

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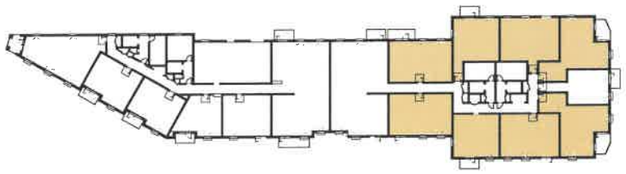

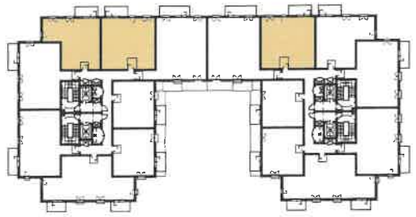

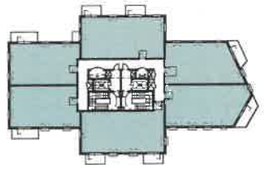

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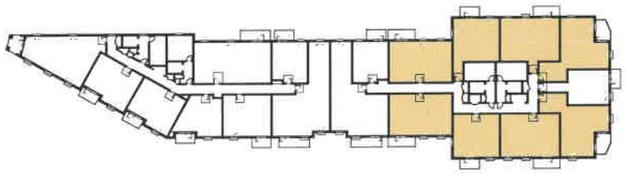

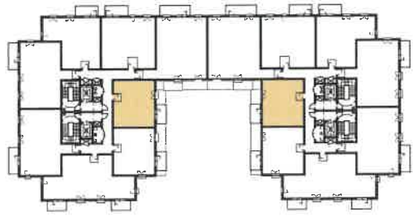

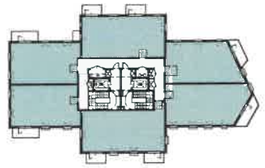

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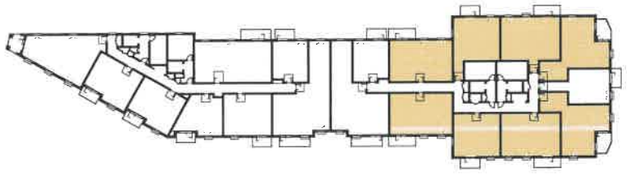

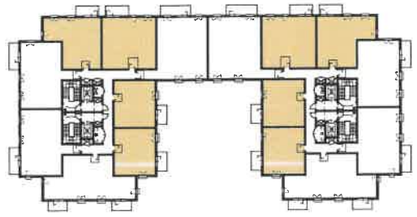

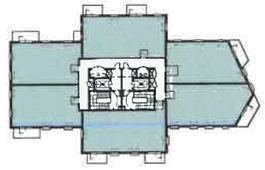

Level 03
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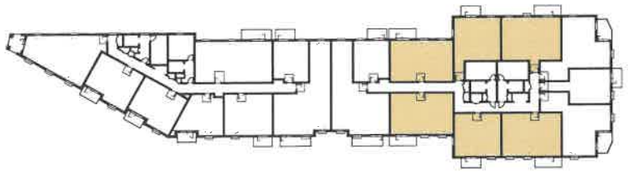

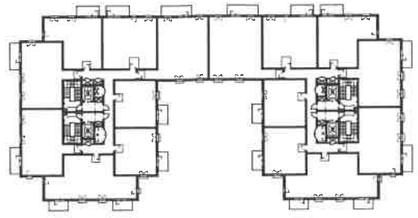

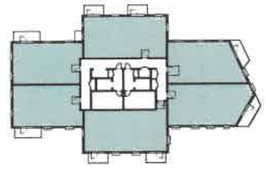

Level 04
1 : 500

Notes

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Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the supervising officer.
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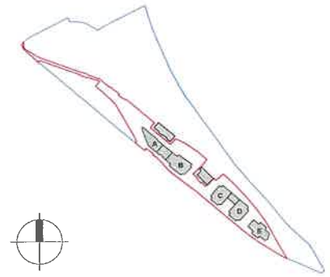
Building AB Site Location



Key:

Affordable Rent Tenure (Residential Units)

Shared Ownership Tenure (Residential Units)

Area Schedule - s106	
Name	Count
Shared Ownership Tenure	
1B2P	18
2B3P	13
2B3P M4(3)	4
2B4P	21
	56
Affordable Rent Tenure	
2B4P	16
2B4P M4(3)	8
3B5P	20
	44
Grand total	100

Rev	Date	Description	Drawn	Chkd

Drawing Status
FOR INFORMATION

Client
TTL High Barnet Properties Limited and London Underground Limited and Places for London Limited and BDW Trading Limited

jtp
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+44 (0) 20 7017 1780
www.jtp.co.uk

Project
High Barnet Station, Station Approach, London, EN5 5RP

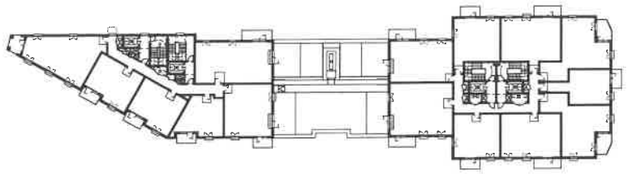
Drawing Title
Location Plans for s106 Levels Lower Ground - 04

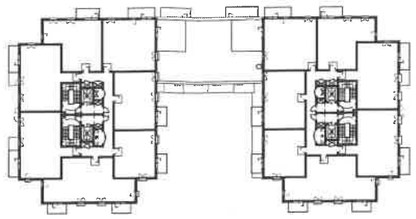
Scale @A1 As indicated Job Ref. HA048

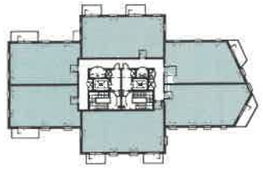
Drawing No. HA048-JTP-BW-ZZ-DR-AR-06-901 Revision.

Scale Bar
0 10 20 30 40 50 m

Plan 2

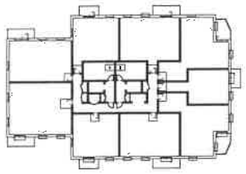


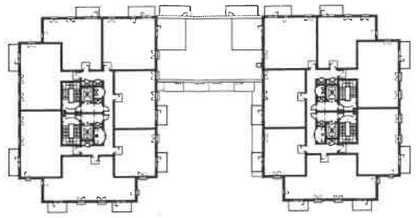


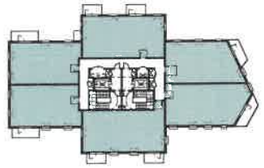


Level 05
1 : 500









Level 06
1 : 500



Level 07
1 : 500



Level 08
1 : 500



Level 09
1 : 500

Notes

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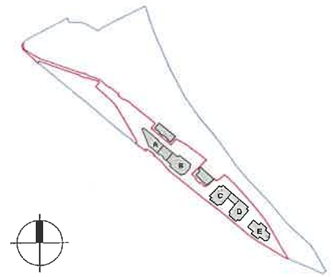
Building A3 Site Location



Key:

Affordable Rent Tenure (Residential Units)

Area Schedule - s106	
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Affordable Rent Tenure	
2B4P	16
2B4P M4(3)	8
3B5P	20
	44
Grand total	100

Rev	Date	Description	Drawn	Chkd

Drawing Status
FOR INFORMATION

Client
TTL High Barnet Properties Limited and London Underground Limited and Places for London Limited and BDW Trading Limited

jtp
JTP Studios, Unit 5
The Rum Warehouse
Pennington Street
London, E1W 2AP
+44 (0) 20 7017 1780
www.jtp.co.uk

Project
High Barnet Station, Station Approach, London, EN5 5RP

Drawing Title
Location Plans for s106 Levels 05 - 09

Scale @A1 As indicated Job Ref. HA048

Drawing No. HA048-JTP-SW-ZZ-DR-AR-06-602 Revision.

Scale Bar 0 5 10 15 20 25 m

DO NOT SCALE OFF THIS DRAWING

NOTES

1. This drawing is indicative and subject to discussions with local & national highway authorities. This design is also subject to confirmation of land ownership, topography, location of statutory services, detailed design and traffic modelling.
2. Markides Associates accept no responsibility for any unauthorised amendments to this drawing. Do not rely on dimensions scaled from this plan.

KEY

- APPLICATION BOUNDARY
- CARRIAGEWAY
- PROPOSED FOOTWAY
- PROPOSED BUS STOP
- HIGHWAY WORKS BOUNDARY

BARNET HILL

BARNET HILL

EXISTING BUS LAY-BY REMOVED AND RE-PROVIDED AS FOOTWAY

MILTON AVENUE

CONVERSION OF EXISTING FOOTWAY TO LOW LEVEL MAINTAINABLE LANDSCAPING

OVERRUN STRIP TO ALLOW FOR AD-HOC ABNORMAL SIZE VEHICLES THAT REQUIRE ACCESS TO STATION APPROACH

EXISTING BUS LAYBY TO BE EXTENDED

STATION APPROACH

BARNET HILL

PROPOSED 2.8m WIDE PEDESTRIAN CROSSING

PROPOSED RELOCATED BUS STOP AND SHELTER

BARNET HILL

BARNET HILL

PROPOSED 3.2m WIDE PEDESTRIAN CROSSING

EXISTING BUS SHELTER TO BE RELOCATED

RELOCATED BUS SHELTER AND BUS CAGE

UNDERHILL

Scale 1:250 @ A1 - 1:500 @ A3

5m 0 5m 10m 15m 20m 25m

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Plan 3

Revision History					
P05	BUS LAYBY UPDATED	NB	LL	LL	10.06.26
P04	FOR INFORMATION	NB	LL	LL	21.10.25
P03	LAYOUT UPDATE	BRG	LL	MH	20.06.25
P02	STATION APPROACH ACCESS AMENDED	TC	LL	LL	28.05.25
P01	FOR INFORMATION	TC	LL	LL	11.04.25
Rev	Comment	By	Chkd	Appr	Date
Current Revision					
P05	BUS LAYBY UPDATED	NB	LL	LL	10.06.26
Rev	Comment	By	Chkd	Appr	Date

S2 - FOR INFORMATION

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Project
HIGH BARNET
STATION DEVELOPMENT

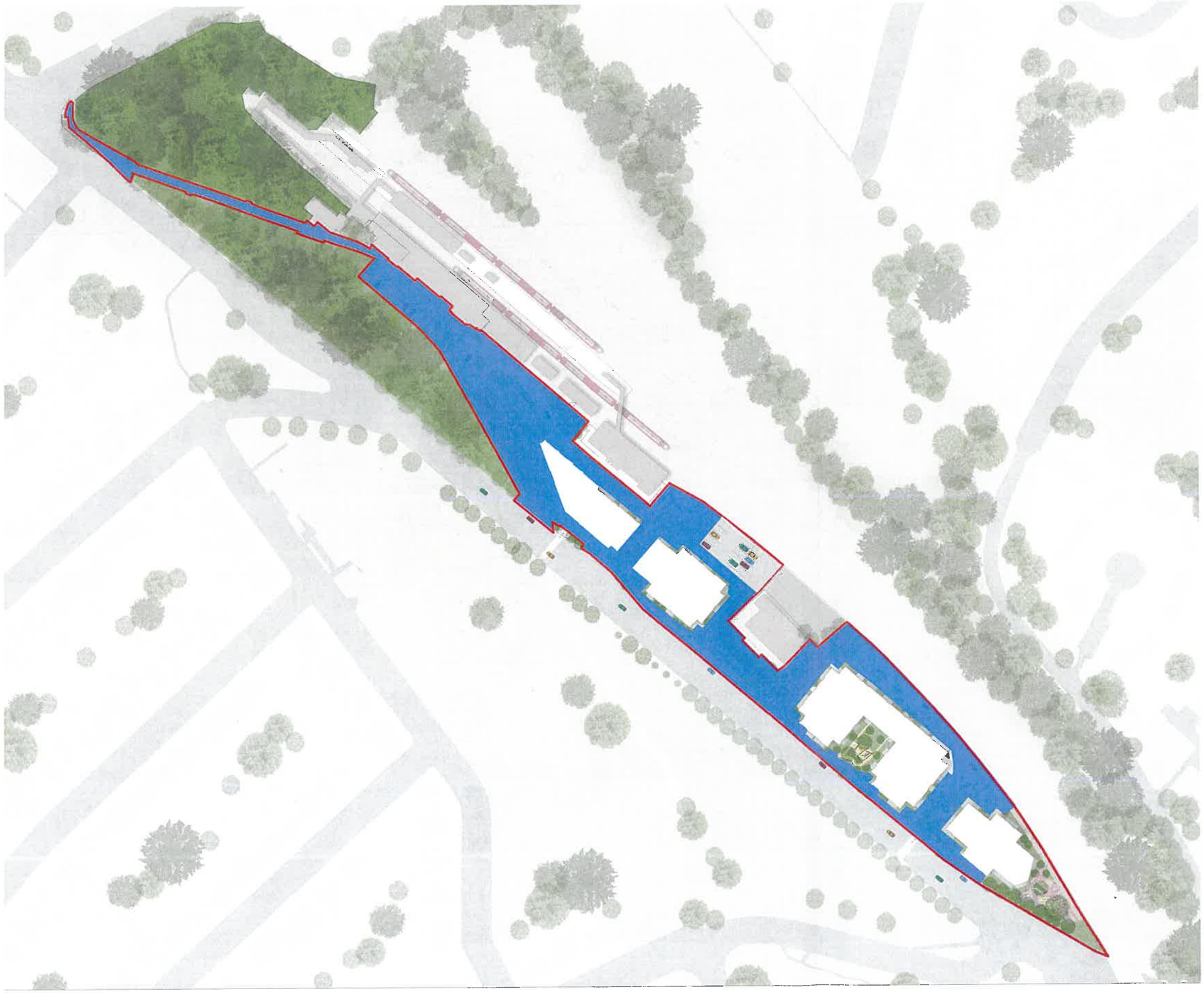
Drawing Title
PROPOSED BARNET HILL
HIGHWAY WORKS

Markides Associates reference: 24200 1:250 @ A1

24200-MA-XX-XX-DR-C-0100 - P05

N:\24200 - High Barnet Co\250\ CAD-BIM\MI\ CAD\ Publish\24200-MA-XX-XX-DR-0100-P05 Site Access Proposals.dwg

Plan 4



KEY

S106 Red Line

Public Realm Space

Notes

1. Do not scale this drawing.
2. All dimensions must be checked on site and any discrepancies verified with the architect.
3. Unless shown otherwise, all dimensions are to structural surfaces.
4. Drawing to be read with all other issued information. Any discrepancies to be brought to the attention of the architect.
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7. Unless indicated otherwise, all Structural and MEPH information shown in this architectural drawing has been designed and modelled by the relevant consultants, who have complete design responsibility for those elements.

This is not a construction drawing. It is unsuitable for the purpose of construction and must on no account be used as such.

Rev	Date	Description	Drawn / Checked
C02	26.06.26	Updated boundary	VS/KD
C01	22/06/26	For Legal Review	KD/KD

Project name

High Barnet Station
LB Barnet

Drawing number: A048 - LBA - SW - ZZ - D - LA - 200100

Rev: C02

Drawing

Landscape Illustrative Masterplan

Purpose of issue

For Information

Scale: NOT TO SCALE

First issue date: 22/06/26

Client

TTL High Barnet Properties Limited and London Underground Limited and Places for London Limited and BDW Trading Limited

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SCHEDULE 3

AFFORDABLE HOUSING

The Owner covenants with the GLA and the Council as follows:-

1. **AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION**

1.1. The Owner covenants with and undertakes to the GLA and the Council to provide the Affordable Housing Units in accordance with the provisions of this Schedule 3.

1.2. The Owner shall construct and deliver the Affordable Housing Units within the Development in accordance with the Affordable Housing Mix in the locations shown on Plan 2.

1.3. The Affordable Housing Units and the Additional Affordable Housing Units shall together not exceed 50% (fifty per cent) (by Habitable Room) of the Residential Units PROVIDED THAT the tenure split of the Affordable Housing Units across the Development accords with the Affordable Housing Mix.

2. **PROVISION OF AND USE AS AFFORDABLE HOUSING**

2.1. The Owner shall ensure that the Affordable Housing Units are designed and built to meet the relevant London Housing Design and Quality Standards to the extent compatible with the Permission.

2.2. Subject always to paragraph 6 of this Schedule 3:

2.2.1. The Owner shall not Occupy nor allow or cause or permit Occupation of any Affordable Housing Units other than as Affordable Housing in perpetuity and shall retain the Affordable Housing Units in perpetuity subject to the provisions of this Deed;

2.2.2. The Owner shall not Occupy nor allow or cause or permit the Occupation of any:

2.2.2.1. Social Rented Housing Units other than as Social Rented Housing for the lifetime of the Development; and

2.2.2.2. Intermediate Housing Units other than as Intermediate Housing for the lifetime of the Development.

2.2.3. The Owner shall construct, complete and provide the Affordable Housing Units in accordance with the tenure and mix set out in the following table in the locations shown on Plan 2:

	Social Rented Housing		**Intermediate Housing**	
	Units	**Habitable Rooms**	**Units**	**Habitable Rooms**
1 bed/2p	0	0	18	36
2 bed/3p	0	0	17	51
2 bed/4p	24	87	21	63
3 bed/5p	20	87	0	0
Total	44	174	56	150

3. **DELIVERY OF AFFORDABLE HOUSING UNITS**

3.1. Not to Occupy the Affordable Housing Units unless and until the Council has approved the proposed Affordable Housing Provider.

3.2. The Owner shall not Occupy nor cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Housing Units until:

3.2.1. 50% (fifty per cent) of the Affordable Housing Units have been completed and are ready and available for Occupation as Affordable Housing; and

3.2.2. a contract or contracts for the disposal to an Affordable Housing Provider of 50% (fifty per cent) of the Affordable Housing Units has been entered into by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider will comply with paragraphs 3.2.2.1, 3.2.2.2 and 3.2.2.3 below in relation to the units being acquired:

3.2.2.1. to comply and procure compliance with the terms of this Deed in so far as they relate to the relevant Affordable Housing Units;

3.2.2.2. to enter into a Nominations Agreement prior to first Occupation of the relevant Affordable Housing Units; and

3.2.2.3. not to sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit.

3.3. The Owner shall not Occupy nor cause or permit Occupation of more than 75% (seventy five per cent) of the Open Market Housing Units until:

3.3.1. 100% (one hundred per cent) of the Affordable Housing Units have been completed and are ready and available for Occupation as Affordable Housing; and

3.3.2. a contract or contracts for the disposal to an Affordable Housing Provider of 100% (one hundred per cent) of the Affordable Housing Units has been entered into by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider will comply with paragraphs 3.3.2.1, 3.3.2.2 and 3.3.2.3 below in relation to the units being acquired:

3.3.2.1. to comply and procure compliance with the terms of this Deed in so far as they relate to the relevant Affordable Housing Units;

3.3.2.2. to enter into a Nominations Agreement prior to first Occupation of the relevant Affordable Housing Units; and

3.3.2.3. not to sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit.

4. **NOMINATIONS AGREEMENTS**

4.1. The Owner shall not Occupy or cause or permit Occupation of the Social Rented Housing Units unless and until Nominations Agreement(s) are in place between the Council and the agreed Affordable Housing Provider for the relevant Social Rented Housing Units.

5. **EXCLUSION OF LIABILITY**

5.1. The obligations and restrictions contained in this Schedule 3 shall not bind:

5.1.1. any Chargee from time to time who seeks to dispose of any Affordable Housing

Unit pursuant to its power of sale exercised pursuant to default of the terms of its Charge (and any successors in title thereto or persons deriving title under such Chargee) and who has first complied with the provisions of paragraph 6 below;

5.1.2. an RTA Purchaser;

5.1.3. any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease;

5.1.4. any lessee of a London Shared Ownership Housing Unit who has Staircased to 100% (one hundred per cent) ownership of such unit; and

5.1.5. any person or body deriving title through or from any of the parties mentioned in paragraphs 5.1.1-5.1.4 (inclusive).

6. **CHARGEE IN POSSESSION**

6.1. In order to benefit from the protection granted by paragraph 5.1.1 above, a Chargee must:

6.1.1. serve a Default Notice on the Council by delivery by hand to the Council's offices at 2 Bristol Avenue, Colindale, London NW9 4EW during the hours of 09.00 a.m. to 05.00 p.m. or using first class registered post to the Council's offices at 2 Bristol Avenue, Colindale, London NW9 4EW in either case addressed to the Head of Planning and Head of Legal Services of the Council prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

6.1.2. serve a Default Notice on the GLA by delivery by hand to the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner of the GLA) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning) during the hours of 9 a.m. to 5 p.m. on a Working Day or using first class registered post to the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner of the GLA) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning) prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

6.1.3. when serving the Default Notice, provide to the GLA and the Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and

6.1.4. subject to paragraph 6.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 6.3 below.

6.2. From the first day of the Moratorium Period to (but excluding) the date falling one (1) calendar month later, the GLA or the Council (but not both of them) may serve an Intention Notice on the Chargee but if both the GLA and the Council do serve Intention Notices then the Intention Notice served first will prevail and the other party's Intention Notice will be deemed not to have been served.

6.3. Not later than fifteen (15) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the party who first served the Intention Notice (the "**Buyer**") and the Chargee), the Chargee will grant the Buyer (and/or the Buyer's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

6.3.1. the sale and purchase will be governed by the Standard Commercial Property

Conditions (Third Edition — 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

6.3.2. the price for the sale and purchase will be agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below;

6.3.3. provided that the purchase price has been agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below, but subject to paragraph 6.3.4 below, the Buyer (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

6.3.4. the Option will expire upon the earlier of (i) notification in writing by the Buyer (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and

6.3.5. any other terms agreed between the parties to the Option (acting reasonably).

6.4. Following the service of the Intention Notice:

6.4.1. the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units and/or Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

6.4.2. the Buyer (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:

6.4.2.1. the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule 3; and

6.4.2.2. (unless otherwise agreed in writing between the Buyer (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

6.5. On the date falling ten (10) Working Days after service of the Intention Notice, if the Buyer (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 6.4.2.1 above:

6.5.1. the Buyer (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least ten (10) years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

6.5.2. if, on the date falling fifteen (15) Working Days after service of the Intention Notice, the Buyer (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least ten (10) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

6.5.3. the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 6.4.2.1 above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or

Additional Affordable Housing Units by this Deed;

6.5.4. the independent surveyor shall act as an expert and not as an arbitrator;

6.5.5. the fees and expenses of the independent surveyor are to be borne equally by the parties;

6.5.6. the independent surveyor shall make his/her decision and notify the Buyer, the Buyer's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than fourteen (14) days after his/her appointment and in any event within the Moratorium Period; and

6.5.7. the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

6.6. The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in paragraphs 1 to 4 (inclusive), 7 and 8 of this Schedule 3 which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

6.6.1. the GLA and the Council has not served an Intention Notice before the date falling one (1) calendar month after the first day of the Moratorium Period;

6.6.2. the Buyer (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or

6.6.3. the Buyer (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

6.7. The GLA and the Council (and their nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 6.1 to 6.6 above (inclusive).

7. LONDON SHARED OWNERSHIP HOUSING UNITS

7.1. No London Shared Ownership Housing Unit shall be Occupied other than by an Eligible Purchaser and the Owner shall procure that the Affordable Housing Provider shall ensure that any disposal of the London Shared Ownership Housing Units shall be to an Eligible Purchaser.

8. LONDON LIVING RENT HOUSING UNITS

8.1. Subject to the provisions of this Deed, the Owner covenants with the Council not to Occupy any of the London Living Rent Housing Units other than as a London Living Rent Housing Unit by an Eligible Renter SAVE in the case of paragraph 8.2 – 8.6 below.

8.2. At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.

8.3. If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 8.2 above, the Owner shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.

8.4. On the 10th anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant (or tenants) at that time of that unit has not elected to acquire that unit, the

Owner may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT the sale shall only complete after the termination of the current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).

8.5. On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 8.2 or 8.3 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.

8.6. The Owner shall not Occupy or suffer or permit Occupation of the Purchased LLR Units other than as London Shared Ownership Housing, save in relation to any Purchased LLR Units in respect of which the relevant London Shared Ownership Lessee has Staircased to 100% (one hundred per cent) equity.

9. **MONITORING**

9.1. As soon as reasonably practicable following completion of this Deed and in any event no later than the next Quarter Day after the date of this Deed, the Council shall report to the Planning London Datahub the types, tenures, number of bedrooms per unit, number of units and number of Habitable Rooms of the Residential Units and other relevant information relating to the Development as specified in the Planning London Datahub including the number and tenure of the Affordable Housing Units by unit numbers and by Habitable Room.

SCHEDULE 4

EARLY STAGE VIABILITY REVIEW

The Owner covenants with the GLA and the Council as follows:-

1. EARLY STAGE REVIEW TRIGGER

1.1. The Owner shall notify the GLA and the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the GLA and the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.2. No later than five (5) Working Days after receiving a written request from the GLA and/or the Council, the Owner shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA and the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

1.3. Following the Owner's notification pursuant to paragraph 1.1 above, the Owner shall afford GLA and the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the GLA and the Council shall:

1.3.1. provide the Owner with reasonable written notice of its intention to carry out such an inspection;

1.3.2. comply with relevant health and safety legislation; and

1.3.3. at all times be accompanied by the Owner or its agent.

1.4. No later than twenty (20) Working Days after the GLA and the Council receives:-

1.4.1. notice pursuant to paragraph 1.1 above; or

1.4.2. if the GLA and/or the Council makes a request under paragraph 1.2 above, the additional documentary evidence,

the Council (and if it elects to do so the GLA) shall inspect the Site and thereafter provide written confirmation to the Owner within ten (10) Working Days of the inspection date as to whether or not the Council (and if the GLA has inspected the Site, the GLA) consider that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.5. If the GLA and/or the Council notifies the Owner pursuant to paragraph 1.4 above that the GLA and/or the Council considers that Substantial Implementation has not been achieved then paragraph 1 of this Schedule shall continue to apply *mutatis mutandis* until the GLA and Council have notified the Owner that Substantial Implementation has been achieved.

1.6. The Owner shall not Occupy the Development or any part thereof until:

1.6.1. the GLA and the Council have notified the Owner pursuant to paragraph 1.4 above that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; and either

1.6.2. the GLA and the Council have notified the Owner pursuant to paragraph 3.5 below that no Additional Affordable Housing Units are required; or

1.6.3. if the GLA and the Council notify the Owner pursuant to paragraph 3.5 below that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 3.4 or 3.5 of this Schedule 4.

2. SUBMISSION OF EARLY STAGE DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1. Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the GLA and the Council under paragraph 1.4 above or pursuant to dispute resolution as provided for in this Deed):-

2.1.1. the Owner shall submit the following information to the GLA and the Council no later than twenty (20) Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 or 1.6 above that Substantial Implementation has not been achieved, on the basis that the GLA and the Council may make such information publicly available:

2.1.1.1. the Early Stage Development Viability Information for Formula 1a and Formula 2;

2.1.1.2. a written statement that applies the applicable Early Stage Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and

2.1.1.3. where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

2.1.2. paragraphs 3 and 4 below shall apply.

3. ASSESSMENT OF EARLY STAGE DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1. The Council and (if it elects to do so) the GLA shall assess the information submitted pursuant to paragraph 2 above and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the Council and the GLA shall be entitled to rely on their own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.

3.2. The Council and the GLA may appoint an External Consultant to assess the Early Stage Development Viability Information and any other information submitted pursuant to paragraph 2 above and this paragraph 3.

3.3. In the event that the Council, the GLA and/or an External Consultant requires further Early Stage Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council and the GLA and/or the External Consultants (as applicable and with copies to the other parties) within ten (10) Working Days of receiving the relevant request and this process may be repeated until the Council and the GLA and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2.

3.4. When the Council and (if it has elected to do so) the GLA or their External Consultant have completed its assessment of the information submitted pursuant to paragraph 2 above, the Council and (if applicable) the GLA shall notify the Owner in writing of the Council's and (if applicable) the GLA's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

3.5. Where the Council and (if applicable) the GLA conclude that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council and (if

applicable) the GLA for approval (such approval not to be unreasonably withheld or delayed) within ten (10) Working Days of the date on which it receives the Council's and (if applicable) the GLA's notice pursuant to paragraph 3.4 above.

3.6. If the Council's (or the GLA's) assessment pursuant to paragraph 3.4 concludes that:

3.6.1. a Surplus Profit arises following the application of Formula 1a but such Surplus Profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or

3.6.2. a Surplus Profit arises following the application of Formula 1a but such Surplus Profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

then in either scenario the Owner shall pay any such Surplus Profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.

3.7. The Owner shall pay the Council's and the GLA's costs which are reasonably and properly incurred in assessing the Early Stage Development Viability Information and any other information submitted pursuant to paragraph 2 above and this paragraph 3, including those of the External Consultant, within twenty (20) Working Days of receipt of a written request for payment from the GLA and the Council.

4. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

4.1. Where it is determined pursuant to paragraph 3.4 of this Schedule 4 that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than 50% (fifty per cent) of the Open Market Housing Units unless and until it has:

4.1.1. Practically Completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and

4.1.2. paid any remaining Surplus Profit pursuant to paragraph 3.6 of this Schedule 4 to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

4.2. The parties agree that the terms of Schedule 3 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

5. PUBLIC SUBSIDY

Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any Surplus Profit that is to be retained by the Owner following the Early Stage Review (if triggered).

6. MONITORING

6.1. The parties acknowledge and agree that as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme pursuant to paragraph 3.4 or 3.5 of this Schedule 4 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 3.4 of this Schedule 4 the Council shall report to the GLA through the Planning London Datahub the following information (to the extent applicable):

6.1.1. the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);

6.1.2. any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and

6.1.3. the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.6 of this Schedule 4.

APPENDIX TO SCHEDULE 4

FORMULAE FOR EARLY STAGE REVIEW

FORMULA 1a (Early Stage Review Surplus)

X = Surplus Return available for Additional Affordable Housing Units

X = ((A – B) – (D – E)) – P

Where:-

A = Early Stage Review GDV (£)

B = assumed application-stage GDV for the Open Market Housing Units at the date of the Permission (£) to be calculated using the following formula: A ÷ (C + 1)

C = percentage change in value for the Open Market Housing Units from the grant of the Permission to the Early Stage Review Date (by reference to the Land Registry House Price Index (HPI)) (%)

D = Early Stage Review Build Costs (£)

E = assumed application-stage Build Costs at the date of the Permission (£) to be calculated using the following formula: D ÷ (F + 1)

F = percentage change in the Build Costs from the grant of the Permission to the Early Stage Review Date (by reference to the BCIS All-in Tender Price Index (BCIS TPI)) (%)

P = (A – B) * Y

Y = Developer profit as a percentage of GDV for the Open Market Housing Units as determined as part of the Early Stage Review (%)

Notes:-

(A – B) = the change in GDV of the Open Market Housing Units from the date of the Permission to the Early Stage Review Date (£).

(D - E) = the change in Build Costs from the date of the Permission to the Early Stage Review Date (£).

P = Owner return on change in GDV excluding public subsidy (£).

FORMULA 2 (Early Stage Review Additional Affordable Housing Requirement)

X = Additional Social Rented Housing requirement (habitable rooms)

X = ((E * F) / (A – B)) / D

Y = Additional Intermediate Housing requirement (habitable rooms)

Y = ((E * G) / (A – C)) / D

Where:-

A = Average Open Market Housing Value (£ per m^2)

B = Average Social Rented Housing Value (£ per m^2)

C = Average Intermediate Housing Value (£ per m^2)

D = Average Habitable Room size for the Development (m^2)

E = Surplus return available for additional affordable housing (as determined in Formula 1a Early Stage Review)

F = Percentage of surplus return available for Additional Affordable Housing Units to be used for Social Rented Housing (per cent)

G = Percentage of surplus return available for Additional Affordable Housing Units to be used for Intermediate Housing (per cent)

Notes:-

(A – B) = difference in average value of market housing per m^2 and average value of Social Rented Housing per m^2 (£).

(A – C) = difference in average value of market housing per m^2 and average value of Intermediate Housing per m^2 (£).

(E * F) = surplus return to be used for Social Rented Housing (£).

(E * G) = surplus return to be used for Intermediate Housing (£).

(E * F) / (A – B) = additional Social Rented Housing requirement (m^2) (£).

(E * G) / (A – C) = additional Intermediate Housing requirement (m^2) (£).

SCHEDULE 5

TRANSPORT AND HIGHWAYS

The Owner hereby covenants with the GLA and the Council as follows:

1. CONTROLLED PARKING ZONE

1.1. Not to permit Occupation of the Development until residential Occupiers have been given advance notice in writing of the provisions of paragraph 1.2 below.

1.2. To ensure that:

1.2.1. first and subsequent residential Occupiers are notified in writing that (unless they are holders of a Disabled Person's Badge) they are prohibited from applying for a parking permit to park a vehicle in any present or future CPZ operating in the vicinity of the Site;

1.2.2. material published and any agreements entered into by first or subsequent residential Occupiers or their agents for the purpose of letting the development or part thereof incorporates notice to potential residential Occupiers of the restrictions set out in this paragraph 1.2; and

1.2.3. first and subsequent residential Occupiers hereby waive all rights and entitlement to a permit to park in any present or future CPZ operating in the vicinity of the Site (unless the Occupier concerned becomes entitled to a Disabled Person's Badge).

2. RESIDENTIAL TRAVEL PLAN

2.1. To submit a Residential Travel Plan to the Council for approval at least three (3) months prior to Occupation of any Residential Unit and not to Occupy any Residential Unit until the Council has approved a Residential Travel Plan.

2.2. To pay the Residential Travel Plan Monitoring Fee to the Council prior to Occupation the Residential Units.

2.3. Not to Occupy any Residential Unit unless and until the Residential Travel Plan Monitoring Fee has been paid to the Council.

2.4. To undertake TRICS compliant surveys of residents:

2.4.1. within four (4) months of first Occupation of the Residential Units;

2.4.2. on the date 90% of the Residential Units are Occupied; and

2.4.3. on the first, third and fifth anniversaries of the date the surveys in paragraph 2.4.2 of this Schedule 5 were first carried out.

2.5. To submit an updated Residential Travel Plan to the Council for approval incorporating the results of the surveys carried under paragraph 2.4 of this Schedule 5 within two (2) months of conducting the respective surveys.

2.6. The Owner shall:

2.6.1. appoint a RTP Champion no later than three (3) months prior to the date of Occupation of any Residential Units;

2.6.2. submit the name and contact details of the appointed RTP Champion to the Council within ten (10) Working Days of the date of appointment of the RTP Champion;

2.6.3. not Occupy cause or permit first Occupation of any Residential Units unless and until a RTP Champion has been appointed and the name and contact details of the appointed RTP Champion have been submitted to the Council; and

2.6.4. notify the Council of any changes to the role or details of the appointed RTP

Champion within five (5) Working Days of the date the change occurs.

2.7. Unless otherwise agreed in writing by the Council, the Owner covenants that the role of a RTP Champion shall remain in place until at least five (5) years after first Occupation of the final Residential Unit.

2.8. On or before the date on which each Residential Unit is first Occupied the Owner shall provide the prospective Occupier of that Residential Unit with a travel voucher to the value of £400 (four hundred pounds) to be used by the Occupier of that Residential Unit to obtain up to any two Residential Travel Plan Incentives of their choice up to a maximum value of £400 (four hundred pounds), up to a maximum cumulative cost to the Owner of £69,600 (sixty nine thousand six hundred pounds).

3. COMMERCIAL TRAVEL PLAN

3.1. To submit a Commercial Travel Plan to the Council for approval at least three (3) months prior to Occupation of the Commercial Floorspace and not to Occupy the Commercial Floorspace until the Council has approved a Commercial Travel Plan.

3.2. To pay the Commercial Travel Plan Monitoring Fee to the Council on or prior to Occupation of the Commercial Floorspace.

3.3. Not to Occupy the Commercial Floorspace unless and until the Commercial Travel Plan Monitoring Fee has been paid to the Council.

3.4. To undertake TRICS compliant surveys of employees of the Commercial Floorspace:

3.4.1. within four (4) months of first Occupation of the Commercial Floorspace;

3.4.2. on the date 90% of the Commercial Floorspace is Occupied; and

3.4.3. on the first, third and fifth anniversaries of the date the surveys in paragraph 3.4.2 of this Schedule 5 were first carried out.

3.5. To submit an updated Commercial Travel Plan to the Council incorporating the results of the surveys carried under paragraph 3.4 of this Schedule 5 within two (2) months of conducting the respective surveys.

3.6. The Owner shall:

3.6.1. appoint a CTP Champion no later than three (3) months prior to the date of Occupation of any of the Commercial Floorspace;

3.6.2. submit the name and contact details of the appointed CTP Champion to the Council within ten (10) Working Days of the date of appointment of the CTP Champion;

3.6.3. not Occupy cause or permit first Occupation of the Commercial Floorspace unless and until a CTP Champion has been appointed and the name and contact details of the appointed CTP Champion have been submitted to the Council; and

3.6.4. notify the Council of any changes to the role or details of the appointed CTP Champion within five (5) Working Days of the date the change occurs.

3.7. Unless otherwise agreed in writing by the Council, the Owner covenants that the role of a CTP Champion shall remain in place until at least five (5) years after Occupation of 90% (ninety per cent) of the Commercial Floorspace.

3.8. On or before the date on which the Commercial Floorspace is first Occupied the Owner shall provide the prospective employees of the Commercial Floorspace with a travel voucher to the value of £200 (two hundred pounds) to be used by the employees of the Commercial Floorspace to obtain up to any two Commercial Travel Plan Incentives of their choice up to a maximum value of £200 (two hundred pounds).

4. HIGHWAYS AGREEMENT

4.1. To apply for and obtain all necessary statutory consents, approvals and authorisations (including third party and Statutory Undertaker consents if applicable) required for the purpose of carrying out the Highway Works.

4.2. To enter into the Highways Agreement prior to commencement of the Highway Works.

4.3. To not Commence or permit the commencement of the Highway Works until the Highways Agreement has been entered into.

4.4. To procure that the Highway Works are substantially completed in accordance with the Highways Agreement on or prior to Occupation of the Residential Units.

4.5. Not to suffer or permit Occupation of the Residential Units until the Highway Works have been substantially completed in accordance with the Highways Agreement.

SCHEDULE 6

EMPLOYMENT AND TRAINING

1. DEFINITIONS

1.1 In this Schedule 6, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"Apprenticeship"	means an apprenticeship (minimum NVQ Level 2) comprising a work based training programme combining employment with learning and practical training which leads to nationally recognised qualifications listed on the Skills England website or Supported Internship
"Apprenticeship Contribution"	means the sum of £4,850 (Four Thousand Eight Hundred and Fifty Pounds) (Indexed) per Apprenticeship required under this Schedule 6, which for the avoidance of doubt based on 20 Apprenticeship placements is £97,000 (Ninety Seven Thousand Pounds) (Indexed) to be paid to the Council and used by the Council to support Barnet Participants to access the available Apprenticeships
"Barnet Participants"	means persons living in the Council's administrative area or attending a school, further education college or university in the Council's administrative area and **"Barnet Participant"** shall be construed accordingly
"Construction Phase"	means the period starting from the date of Commencement of Development and up to the date the Development is ready for and capable of Occupation
"Construction Phase Employment, Skills and Training Plan"	means a written plan to be submitted to the Council pursuant to the SPD for the provision of skills, enterprise, employment and training opportunities for Barnet Participants during the Construction Phase such plan to include (but shall not be limited to) the following: (a) a commitment to give the Council at least two (2) months' notice of Apprenticeship vacancies; (b) the forecast dates for construction including the dates of commencement and completion of construction; (c) a forecast of the types of jobs that will be required during the Construction Phase and

at what stages of construction they will be required;

(d) actions that will be taken by the Owner to train, recruit and retain Barnet Participants to achieve the targets set out in paragraph 2.2 of this Schedule 6;

(e) details of any agreements or arrangements made with the Skills and Enterprise Partners;

(f) how evidence of outcomes and progress of the delivery of the targets set out in paragraph 2.2 of this Schedule 6 will be reported to the Council; and

(g) details of a nominated person who will be responsible for the delivery of the targets set out in paragraph 2.2 of this Schedule 6 and who will report outcomes and progress to the Council

"Employment, Skills and Training Default Contribution" means the following sums to be paid to the Council in the event of a default by the Owner to deliver any of the following employment, skills and training placements and/or opportunities required under this Schedule 6 and used by the Council to provide an alternative role or opportunities outside of the Development:

(a) £30,784 (thirty thousand seven hundred and eighty four pounds) Indexed being the cost for each Apprenticeship not delivered calculated in accordance with the formula: LLW x 40 hours x 52 weeks;

(b) £15,392 (fifteen thousand three hundred and ninety two pounds) Indexed being the cost for each Progression Into Employment (over 6 months) places not delivered calculated in accordance with the formula: LLW x 40 hours x 26 weeks;

(c) £4,850 (four thousand eight hundred and fifty pounds) (Indexed) being the cost for each Work Experience placement not delivered

"End Use Jobs"	means six (6) jobs created in the Development during the End Use Phase within which Barnet Participants will be employed
"End Use Phase"	means a period of twelve (12) months from the date of first Occupation of the Commercial Floorspace
"End Use Phase Employment, Skills and Training Plan"	means a written plan to be submitted to the Council pursuant to the SPD for the provision of skills development, enterprise, employment and training opportunities for Barnet Participants during the End Use Phase and/or the provision of End Use Jobs
"LLW"	means the London Living Wage at the date of this Deed
"Local Business"	means any business, trade, service, profession, organisation or industry whose established place of business is located in the Council's administrative area and **"Local Businesses"** shall be construed accordingly
"Local Labour"	means a specified proportion of construction and other job vacancies to be delivered from the Development are filled by Barnet Participants
"Local Procurement Plan"	means a written plan to be submitted to the Council in accordance with the SPD for the procurement of goods and services from Local Businesses during the Construction Phase which shall include (but shall not be limited to) the following: (a) a target to procure goods and services from Local Businesses to the value of not less than 10% of the build costs of the Development; (b) a schedule of the construction contracts and suppliers required during the Construction Phase; (c) opportunities for contracted and sub-contracted supplies and services; (d) the overall estimated procurement value/budget of packages;

(e) opportunities for using Local Businesses to tender for goods and services and using Local Businesses for the provision of goods and services during the Construction Phase;

(f) suitable mechanisms for monitoring the effectiveness of the plan including timings for the submission of periodic monitoring reports to the Council; and

(g) a commitment to provide the Council with any relevant information it requires for monitoring the effectiveness of the plan

"National Apprenticeship Service" means the official national government body which supports, funds and co-ordinates the delivery of Apprenticeships in England

"National Apprenticeship Standards" means a nationally recognised training programme as defined by the National Apprenticeship Service that outlines the specific knowledge, skills and behaviours required for specific occupations ensuring apprenticeship training is aligned to employer needs and apprentices are fully competent in their role upon completion

"Progression Into Employment (over 6 months)" means a job of at least twenty six (26) weeks' duration for a Barnet Participant who has been registered as unemployed for more than six (6) months (but excluding Apprenticeship)

"Progression Into Employment (under 6 months)" means a job of at least twenty six (26) weeks' duration for a Barnet Participant who has been registered as unemployed for less than six (6) months (but excluding Apprenticeship)

"Skills and Enterprise Partners" means services and organisations notified to the Owner by the Council's Economy and Skills team including (but not limited to) the following:

(a) relevant teams and services of the Council working on the skills and enterprise and welfare reform agendas;

(b) local schools;

(c) further education colleges;

(d) Middlesex University;

(e) job centres;

(f) work programme providers; and

(g) such other skills and enterprise partners as nominated by the Council's Economy and Skills team

"SPD"	means the Supplementary Planning Document adopted by the Council in March 2025 titled "Planning Obligations Supplementary Planning Document" or any successor document
"Supported Internship"	means a paid job for a period between six (6) and twelve (12) months as agreed with the supporting school for a 18 to 24 year-old Barnet Participant with a Learning Disability, the duties of that job carved out to meet the abilities of the applicants and the school teacher allowed to support the intern in that job on occasion as agreed with the employer
"Work Experience"	means a paid or unpaid work experience placement within the Development for a Barnet Participant for a minimum of 10 (ten) days with the objective of giving the Barnet Participant experience of working in a defined job as an assessment towards a permanent job or towards an accredited qualification and work experience can also include entry into employment and university student placements
"Work Experience Contribution"	means the sum of £4,850 (Four Thousand Eight Hundred and Fifty Pounds) (Indexed) per Work Experience placement required under this Schedule 6, which for the avoidance of doubt based on 20 Work Experience placements is £97,000 (Ninety Seven Thousand pounds), to be paid to the Council and used by the Council to support Barnet Participants to access the available Work Experience placements

2. SUBMISSION AND MONITORING OF CONSTRUCTION PHASE EMPLOYMENT, SKILLS AND TRAINING PLAN

2.1. The Owner shall:

2.1.1. submit the Construction Phase Employment, Skills and Training Plan to the Council for its approval in writing prior to Commencement of Development;

2.1.2. not Commence cause or permit Commencement of Development unless and until the Construction Phase Employment, Skills and Training Plan has been submitted to and approved by the Council in writing ("**Approved Construction Phase Employment, Skills and Training Plan**"); and

2.1.3. provide the Approved Construction Phase Employment, Skills and Training Plan to the Council's Economy and Skills team and the Skills and Enterprise Partners.

2.2. Unless otherwise agreed with the Council in writing, the Owner shall use Reasonable Endeavours to deliver during the Construction Phase and in accordance with the Approved Construction Phase Employment, Skills and Training Plan the following labour target, skills, training and employment outcomes:

2.2.1. a Local Labour target of 20%;

2.2.2. 20 Apprenticeships in accordance with a programme to be agreed with the Council's Skills and Employment Enterprise team and paragraph 2.1 of this Schedule 6;

2.2.3. 20 Progression Into Employment (under 6 months) places;

2.2.4. 20 Progression Into Employment (over 6 months) places; and

2.2.5. 20 Work Experience places.

2.3. The Owner shall monitor and review the Approved Construction Phase Employment, Skills and Training Plan and provide to the Council (or procure that its main contractor provides to the Council) a report every three (3) months during the Construction Phase demonstrating the steps being taken to comply with the terms and targets set out in the Approved Construction Phase Employment, Skills and Training Plan and evidence of the outcomes achieved.

3. SUBMISSION AND MONITORING OF END USE PHASE EMPLOYMENT SKILLS AND TRAINING PLAN

3.1. The Owner shall:

3.1.1. submit the End Use Phase Employment, Skills and Training Plan to the Council for its approval in writing no later than three (3) months prior to Occupation of the Commercial Floorspace; and

3.1.2. not Occupy cause or permit Occupation of the Commercial Floorspace unless and until the End Use Phase Employment, Skills and Training Plan has been submitted to and approved by the Council in writing ("**Approved End Use Phase Employment, Skills and Training Plan**"); and

3.1.3. provide the Approved End Use Phase Employment, Skills and Training Plan to the Council's Economy and Skills team and the Skills and Enterprise Partners.

3.2. Unless otherwise agreed in writing by the Council, the Owner shall use Reasonable Endeavours to deliver the End Use Jobs in accordance with the Approved End Use Phase Employment, Skills and Training Plan.

3.3. The Owner shall monitor and review the Approved End Use Phase Employment, Skills and Training Plan and provide to the Council (or procure that its main contractor provides to the Council) a report every three (3) months during the End Use Phase demonstrating

the steps being taken to comply with the terms and targets set out in the Approved End Use Phase Employment, Skills and Training Plan and evidence of the outcomes achieved.

4. APPRENTICESHIPS

4.1. The Owner shall pay:

4.1.1. the Apprenticeship Contribution to the Council prior to Commencement of Development; and

4.1.2. not Commence cause or permit Commencement of Development unless and until the Apprenticeship Contribution has been paid to the Council.

4.2. Unless otherwise agreed in writing by the Council, the Apprenticeships to be delivered under paragraph 2.2.2 of this Schedule 6 shall:

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

4.2.2. include the cost of wages (to be aligned with the LLW), support training costs, college release and the provision of tools and equipment necessary for the relevant Apprenticeship;

4.2.3. be specifically targeted for the benefit of Barnet Participants;

4.2.4. be provided within the workforce employed by the Owner or within the workforce employed by the contractors or sub-contractors procured or appointed by the Owner; and

4.2.5. comply with guidance from the National Apprenticeship Service (or any subsequent organisation which replaces this) regarding the delivery of accredited Apprenticeships.

4.3. The Owner shall:

4.3.1. provide sufficient work placements for Apprenticeships to be delivered under this Schedule 6; and

4.3.2. use Reasonable Endeavours to procure that each apprentice completes the relevant full Apprenticeship programme.

4.4. In the event that an apprentice resigns from (or fails to complete) an Apprenticeship programme required under this Schedule 6, the Owner shall use Reasonable Endeavours to re-provide a replacement Apprenticeship within six (6) calendar months of that apprentice withdrawing from the programme to ensure completion of the target number of Apprenticeships required under paragraph 2.2.2 of this Schedule 6.

5. WORK EXPERIENCE PLACEMENTS

5.1. The Owner shall pay:

5.1.1. the Work Experience Contribution to the Council prior to Commencement of Development; and

5.1.2. not Commence cause or permit Commencement of Development unless and until the Work Experience Contribution has been paid to the Council.

5.2. Unless otherwise agreed in writing by the Council, the Work Experience placements to be delivered under paragraph 2.2.5 of this Schedule 6 shall:

5.2.1. be specifically targeted for the benefit of Barnet Participants; and

5.2.2. be provided on site either within the workforce employed by the Owner or within the workforce employed by the contractors or sub-contractors procured or appointed by the Owner.

6. EMPLOYMENT, SKILLS AND TRAINING DEFAULT CONTRIBUTION

6.1. The Owner shall work with the Skills and Enterprise Partners both to advertise employment, skills and training vacancies locally and also to source eligible candidates from which to recruit to the vacancies.

6.2. In the event that the Owner is unable to recruit to and commence any of the Apprenticeships, Progression Into Employment (over or under 6 months) posts or Work Experience placements (as applicable) required under paragraph 2.2 of this Schedule 6 within six (6) calendar months of Commencement of Development, the Owner shall notify and submit written evidence to the Council of the efforts made to recruit to and commence the Apprenticeship, Progression Into Employment (over or under 6 months) posts or Work Experience placements (as applicable) that have not been delivered.

6.3. Within twenty (20) Working Days of receipt of the Owner's notification and written evidence pursuant to paragraph 6.2 of this Schedule 6, the Council shall:

6.3.1. notify the Owner that further attempts to deliver the outstanding Apprenticeships, Progression Into Employment (over or under 6 months) posts or Work Experience placements (as applicable) are required; or

6.3.2. notify the Owner that payment of the applicable part of the Employment, Skills and Training Default Contribution is required to be made to the Council in accordance with paragraph 6.5.1 of this Schedule 6.

6.4. Where paragraph 6.3.1 of this Schedule 6 applies, if the Owner is still unable to recruit to and commence any of the Apprenticeships, Progression Into Employment (over or under 6 months) posts or Work Experience placements (as applicable) required under paragraph 2.2 of this Schedule 6 after a further period of six (6) months from the date the Owner receives the Council's notice under paragraph 6.3.1 of this Schedule 6, then the Owner shall pay the applicable part of the Employment, Skills and Training Default Contribution to the Council in accordance with paragraph 6.5.2 of this Schedule 6.

6.5. The Owner shall pay the applicable part of the Employment, Skills and Training Default Contribution (being that part attributable to such posts/placements in respect of which the Council can demonstrate that the Owner has not used Reasonable Endeavours to deliver) to the Council:

6.5.1. where paragraph 6.3.2 of this Schedule 6 applies, within twenty (20) Working Days of the date the Owner receives the Council's request for payment under paragraph 6.3.2 of this Schedule 6; or

6.5.2. where paragraph 6.4 of this Schedule 6 applies, within twenty (20) Working Days of the expiry of the period specified in paragraph 6.4 of this Schedule 6.

6.6. Upon payment of the applicable part of the Employment, Skills and Training Default Contribution to the Council under paragraph 6.5 of this Schedule 6, the Owner shall be released from all obligations in this Schedule 6 relating to the post(s)/placements in respect of which that part of the Employment, Skills and Training Default Contribution was paid.

7. LOCAL PROCUREMENT PLAN

7.1. The Owner shall:

7.1.1. submit to and obtain the Council's written approval to the Local Procurement Plan prior to Commencement of Development;

7.1.2. not Commence cause or permit Commencement of Development unless and until the Local Procurement Plan has been submitted to and approved by the Council in writing ("**Approved Local Procurement Plan**");

7.1.3. implement and comply with the terms of the Approved Local Procurement Plan (including any revisions to the plan that may be agreed with the Council in writing); and

7.1.4. monitor and review the effectiveness of the Approved Local Procurement Plan (including any revisions to the plan that may be agreed with the Council in writing) and provide sufficient monitoring auditable information to the reasonable satisfaction of the Council at three (3) monthly intervals during the Construction Phase.

SCHEDULE 7

ENERGY AND SUSTAINABILITY

The Owner hereby covenants with the GLA and the Council as follows:

1. CARBON OFFSETTING CONTRIBUTION

1.1. To pay to the Council the 50% (fifty per cent) of the Carbon Offsetting Contribution prior to Commencement of Development and not to Commence or permit Commencement of Development unless and until 50% (fifty per cent) of the Carbon Offsetting Contribution has been paid to the Council.

1.2. The Owner shall within three (3) months (or other such period agreed in writing by the Council) of Practical Completion of the Development submit the As-Built Part L Calculations for the whole Development to the Council for its approval.

1.3. In the event that the As-Built Part L Calculations submitted pursuant to paragraph 1.2 of Schedule 7 demonstrates that the Carbon Dioxide Emissions Reduction Target has not been achieved after on-site reductions and the initial 50% (fifty per cent) payment of the Carbon Offsetting Contribution are taken into account, the Owner shall include a calculation of the remaining amount of the Carbon Offsetting Contribution in accordance with the Carbon Offsetting Contribution Formula and the As-Built Part L Calculations in its submission pursuant to paragraph 1.2 above and pay such amount to the Council within twenty one (21) Working Days of the Council's approval of the As- Built Part L Calculations.

1.4. In the event that the As-Built Part L Calculations approved by the Council pursuant to paragraph 1.2 of this Schedule 7 demonstrates that the Carbon Dioxide Emissions Reduction Target has been exceeded after on-site reductions and the initial 50% (fifty per cent) of the Carbon Offsetting Contribution are taken into account, the Council shall repay such part of the Carbon Offsetting Contribution that exceeds the Carbon Dioxide Emissions Reduction Target calculated in accordance with the Carbon Offsetting Contribution Formula to the party that originally paid the Carbon Offsetting Contribution within twenty one (21) Working Days of the Council's approval of the As-Built Part L Calculations.

2. BE SEEN ENERGY MONITORING

2.1. The Development shall not be Occupied until the Owner has provided the GLA with updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit of the Development, as per the methodology outlined in the 'As-built stage' chapter or section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it).

2.2. All data and supporting evidence should be submitted to the GLA pursuant to paragraph 2.1 of this Schedule 7 using the 'Be Seen' as-built stage reporting webform ('Be seen' energy monitoring guidance | London City Hall).

2.3. The Development shall not be Occupied until the Owner has submitted to the GLA, and received approval of, evidence that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).

2.4. From the date which is the later of:

2.4.1. The date which is one year following first Occupation of the Development; or

2.4.2. the end of the Defects Liability Period;

and on the next four anniversaries of that date the Owner shall:

2.4.3. submit to the GLA accurate and verified annual in-use energy performance data

for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the 'In-use stage' chapter or section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it); and

2.4.4. carry out an EAHP Survey and submit the results to the GLA

2.5. All data and supporting evidence that is required to be submitted under paragraph 2.4 of this Schedule 7 should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform ('Be seen' energy monitoring guidance | London City Hall).

2.6. In the event that the 'In-use stage' evidence submitted under paragraphs 2.4 and 2.5 of this Schedule 7 shows that the 'As-built stage' performance estimates derived from paragraphs 2.4 and 2.5 of this Schedule 7 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan comprising measures identified in 2.4 and 2.5 of this Schedule 7 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA shall be implemented by the Owner as soon as reasonably practicable.

SCHEDULE 8

PUBLIC REALM

The Owner hereby covenants with the GLA and the Council as follows:

1. **ACCESS**

1.1. Subject to paragraphs 1.2 and 1.3 of this Schedule 8, to provide full unrestricted public access (by foot and push bicycle) free of charge to the Public Realm 24 hours a day every day throughout the calendar year and not to gate off any part of the Public Realm, or erect any signs or notices to discourage the general public from accessing or using the Public Realm.

1.2. The Owner may temporarily restrict or prevent access to the Public Realm or part(s) thereof by giving reasonable prior notice to the Council (except in cases of emergency or danger to the public or urgent TfL operational requirements when no prior notice or consent shall be required) but only for the following reasons:-

1.2.1. the laying out of any estate roads within the vicinity of the Public Realm;

1.2.2. works of planting or other soft landscaping to the Public Realm;

1.2.3. the maintenance, repair, renewal, cleaning or other required works to or erection of structures (subject to obtaining necessary planning consents) on the Public Realm or immediately adjoining areas;

1.2.4. the laying, construction, inspection, maintenance, repair or renewal or cleaning of any building or any services or service media serving such building or buildings now or hereafter on the land adjoining the Public Realm or any part thereof (including the erection of scaffolding);

1.2.5. the rebuilding or redevelopment of any part or parts of the land adjoining the Public Realm;

1.2.6. in cases of emergency or danger to the public;

1.2.7. providing access to the adjacent railway, including associated infrastructure, and for its protection, maintenance and management;

1.2.8. in the interests of security;

1.2.9. where required to accommodate TfL's operational requirements associated with the running of High Barnet underground station or any of the infrastructure and operational assets associated therewith; and

1.2.10. any other sufficient cause approved in writing by the Council.

1.3. It is agreed between the Owner the GLA and the Council that there is no intention to create any public rights over the Public Realm and access of the public to the Public Realm shall be in common with the rights of all persons having rights over the same for the purpose of access to the Development or parts or part thereof and the Owner shall be permitted to close any part of the Public Realm for one (1) day a year to prevent public or private rights accruing over it by means of prescription or other process of law and may erect such signage to notify the public of such intentions.

SCHEDULE 9

FINANCIAL CONTRIBUTIONS

The Owner hereby covenants with the GLA and the Council as follows:

1. **CPZ CONTRIBUTIONS**

1.1. To pay the CPZ Contribution to the Council no later than six (6) months prior to Occupation of the Development and not to Occupy or permit any Occupation of the Development until the CPZ Contribution has been paid in full to the Council.

1.2. To pay the CPZ Implementation Contribution to the Council within twenty (20) Working Days of the date the Council demands payment of the CPZ Implementation Contribution but which shall not be earlier than Occupation.

2. **PEDESTRIAN CROSSING CONTRIBUTION**

To pay the Pedestrian Crossing Contribution to the Council prior to Occupation of the Residential Units and not to Occupy or permit any Occupation of the Residential Units until the Pedestrian Crossing Contribution has been paid in full to the Council.

3. **TOUCAN CROSSING CONTRIBUTION**

To pay the Toucan Crossing Contribution to the Council prior to Occupation of the Residential Units and not to Occupy or permit any Occupation of the Residential Units until the Toucan Crossing Contribution has been paid in full to the Council.

4. **CCTV CONTRIBUTION**

To pay the CCTV Contribution to the Council prior to Occupation of the Development and not to Occupy or permit any Occupation of the Development until the CCTV Contribution has been paid in full to the Council.

5. **BNG MONITORING CONTRIBUTION**

5.1. To pay the BNG Monitoring Contribution to the Council prior to Occupation of the Development and within thirty (30) Working Days of approval of the Completion Report by the Council.

5.2. Not to Occupy or permit any Occupation of the Development until the BNG Monitoring Contribution has been paid in full to the Council.

6. **PLAY SPACE CONTRIBUTION**

To pay the Play Space Contribution to the Council prior to Occupation of more than 50% (fifty per cent) of the Residential Units and not to Occupy or permit any Occupation of more than 50% (fifty per cent) of the Residential Units until the Play Space Contribution has been paid in full to the Council.

SCHEDULE 10

BNG REMEDIATION

1. **BNG REMEDIATION**

1.1. In the event that the Council deems that the Owner is not complying with, or has breached, the Approved Habitat Management and Monitoring Plan the Council may serve a Remedial Notice on the Owner.

1.2. The Owner covenants with the GLA and the Council:

1.2.1. Where a Remedial Notice is served, to carry out the Remediation Works within the time limit set out in the Remedial Notice such time limit being reasonable and no less than twenty (20) Working Days from the date of service of the Remedial Notice;

1.2.2. Where the Owner has failed to carry out the Remediation Works within the time limit set out in the Remedial Notice, to allow the Council, its agents, and contractors with or without workmen and equipment to enter the Site:

1.2.3. At all reasonable times to carry out the Remediation Works reasonably necessary to comply with the requirements of the Remedial Notice; and

1.2.4. To pay the Council a sum equivalent to its reasonably and properly incurred costs in respect of carrying out the relevant works under paragraph 1.2.2 within twenty (20) Working Days of a notice requesting payment (such notice to include a breakdown and evidence of such costs).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Executed as a Deed (but not delivered until the date of this Deed (by affixing the common seal of **THE GREATER LONDON AUTHORITY**
in the presence of

ALLISON FLIGHT

Full Name (Authorised Signatory)

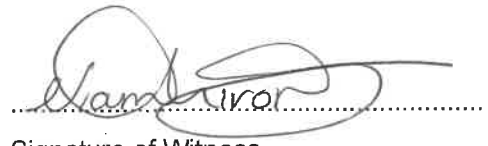
Signature of Authorised Signatory

No. IN SEAL REGISTER
53/2685

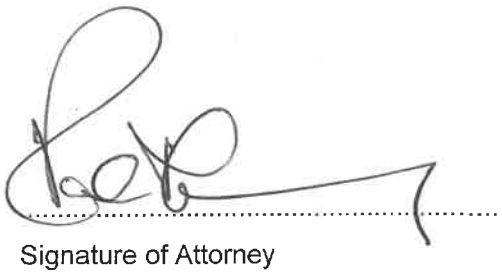
The COMMON SEAL of **THE MAYOR**)
AND BURGESSES OF THE)
LONDON BOROUGH OF BARNET)
was affixed to this Deed in the
presence of

Authorised Signatory

Executed as a Deed by PAUL MULDOWNEY)
and JIM MORRISON)
pursuant to a Power of Attorney dated)
12 February 2026 for and on)
behalf of **BDW TRADING LIMITED**)



Signature of Witness



Signature of Attorney

PAUL MULDOWNEY as attorney for
BDW TRADING LIMITED

Name: Niamh Ivors

Address: 71-75 Uxbridge Road, Ealing, London, W5 5SL

Occupation: PA to Project Directors



Signature of Witness



Signature of Attorney

JIM MORRISON as attorney for
BDW TRADING LIMITED

Name: Niamh Ivors

Address: 71-75 Uxbridge Road, Ealing, London, W5 5SL

Occupation: PA to Project Directors

EXECUTED AS A DEED by
LONDON UNDERGROUND LIMITED
acting by its attorney
Name: ALEX PHILLIPS



Signature of Attorney .....
Execution Ref. no: LUL 7869
In the presence of:

Signature of witness

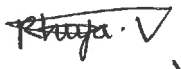


Witness name (in BLOCK CAPITALS) RHIYA VAIDYA
Witness address: 197 Blackfriars Road, London SE1 8NJ

Executed as a deed by **PLACES FOR LONDON LIMITED** acting by its attorney ALEX PHILLIPS in the presence of:



Signature of Witness



Name (IN BLOCK CAPITALS) RHIYA VAIDYA
Address 197 Blackfriars Road, London SE1 8NJ
Reference Number: PFL 1857