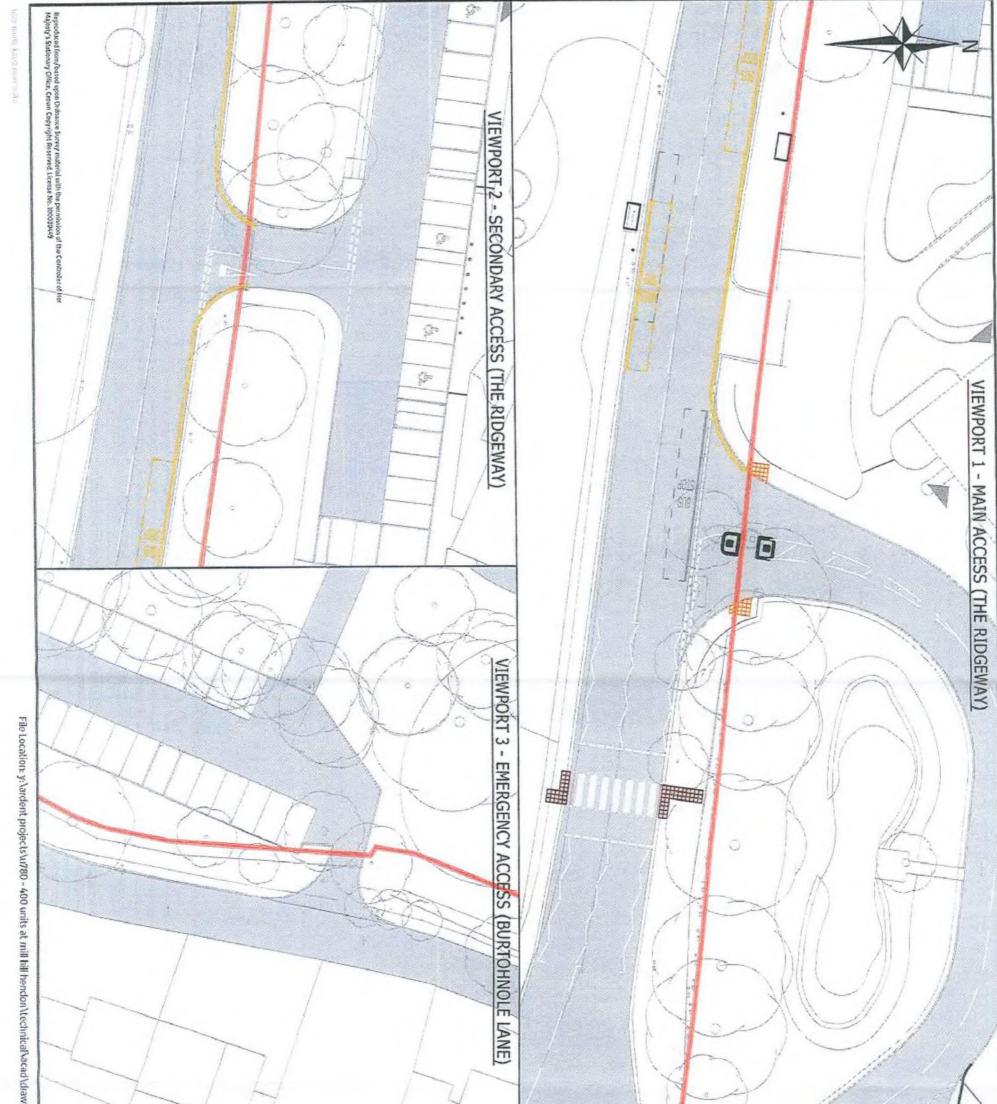


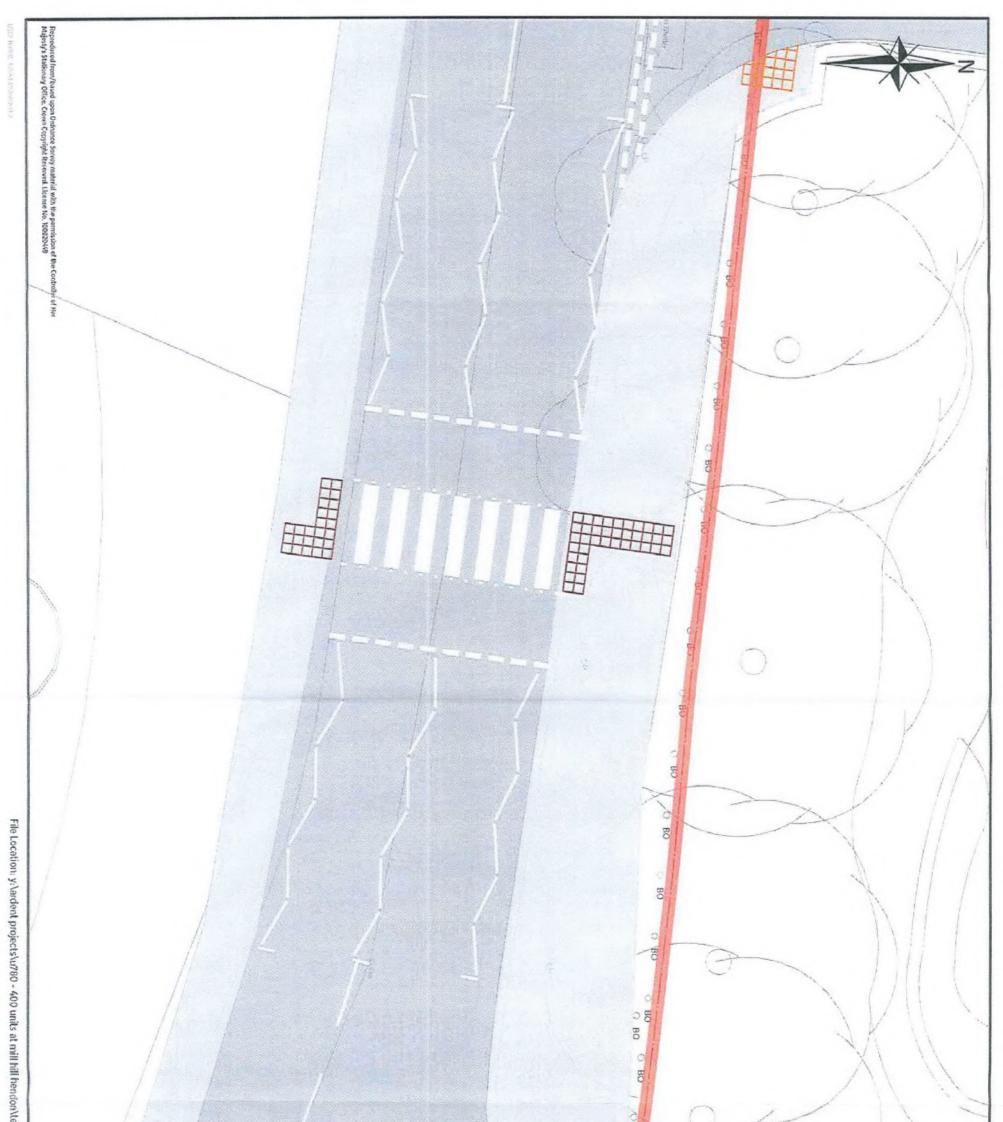
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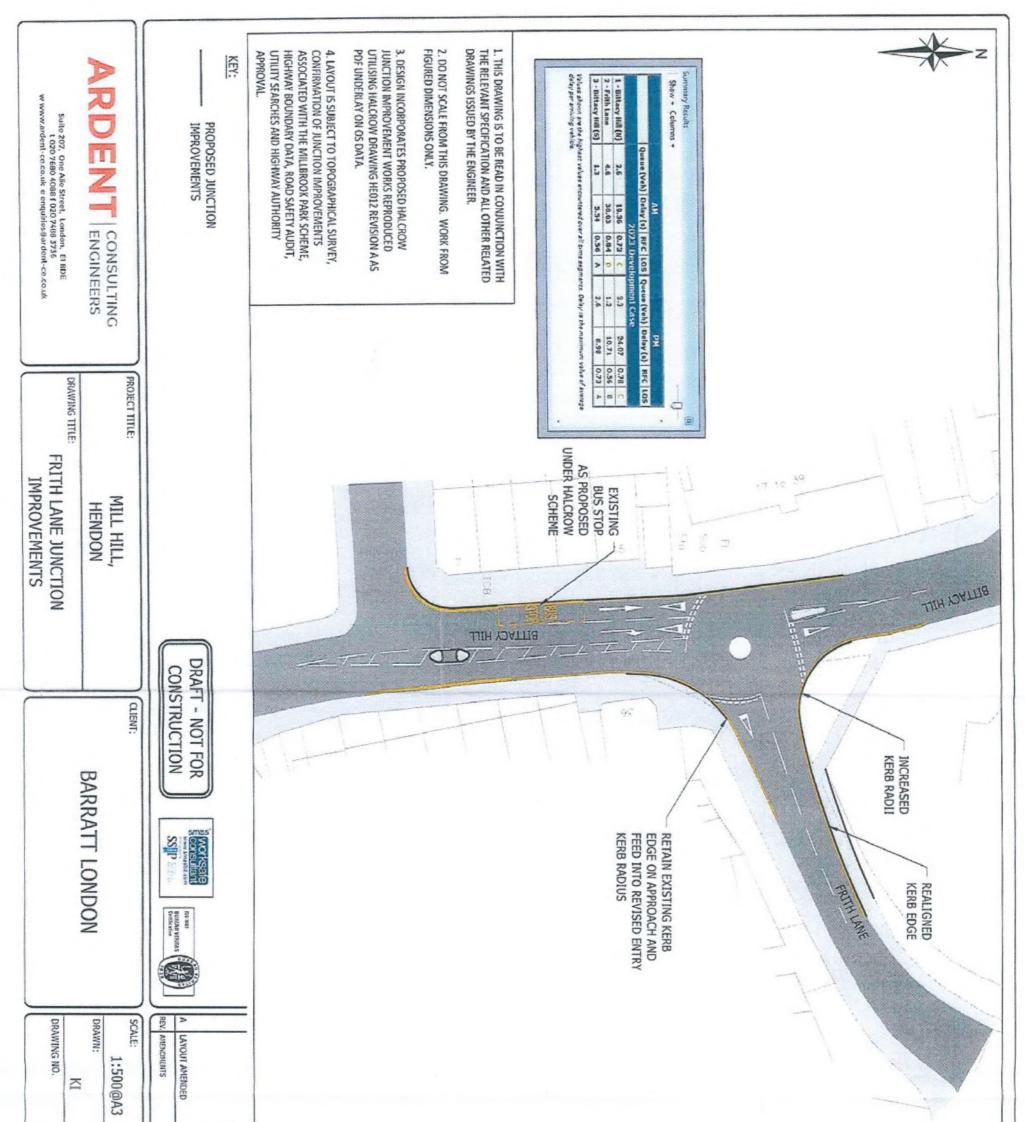


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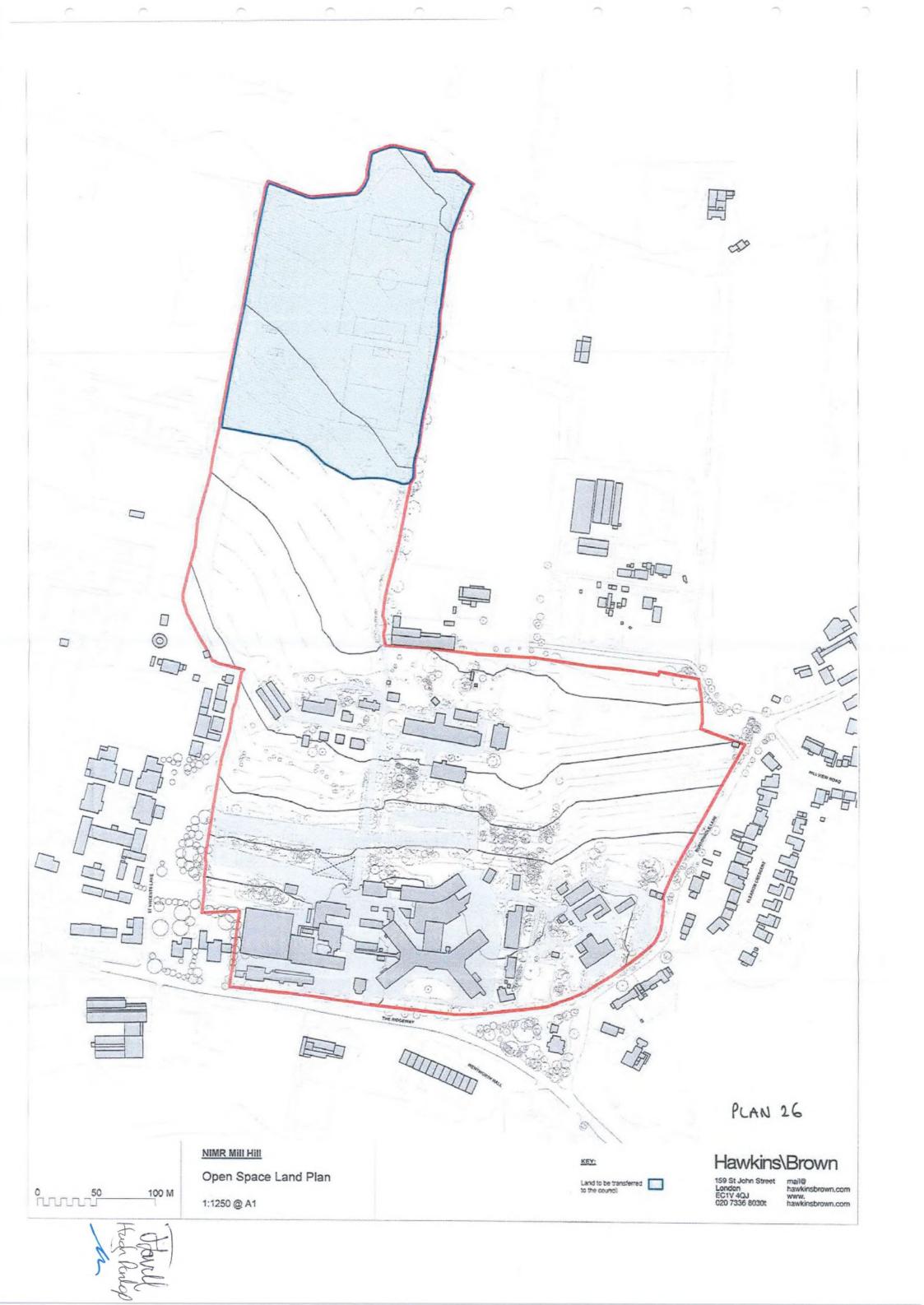
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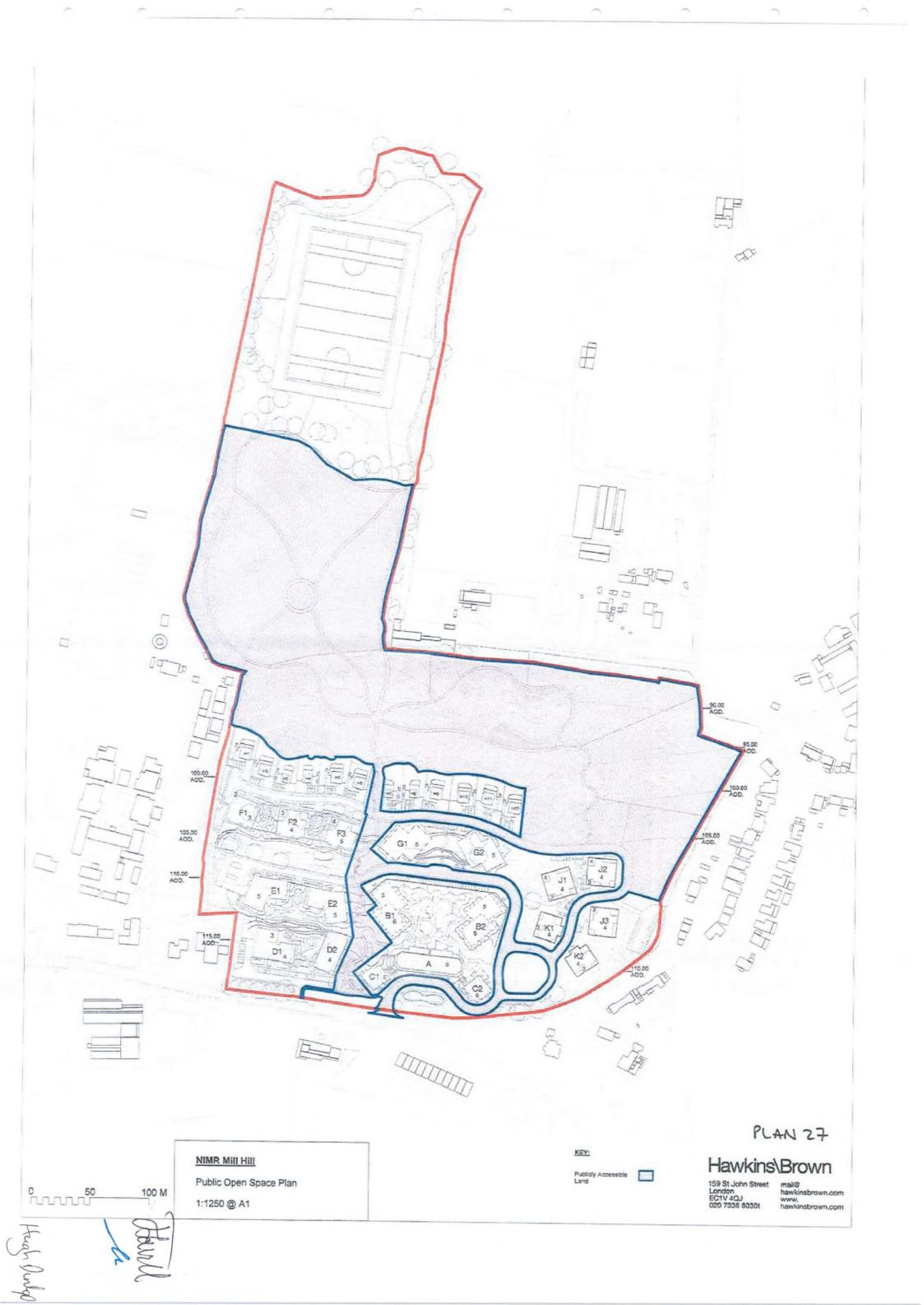
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SCHEDULE 2

Draft Planning Permission

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GREATER**LONDON**AUTHORITY Development, Enterprise and Environment

Adam Donovan

Deloitte Real Estate Athene Place 66 Shoe Lane London EC4A 3BQ GLA ref: D&P/3967/04 Application ref: 16/4545/FUL Date: XXXXX

Dear Mr Donovan,

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

National Institute for Medical Research (NIMR), The Ridgeway, Mil Hill GLA reference: D&P/3967 Barnet Council planning application reference: 16/4545/FUL Applicant: Barratt London Ltd

GRANT OF FULL PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND PRIOR WRITTEN CONCLUSION OF A SECTION 106 AGREEMENT

The Mayor of London, 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):

Application for planning permission (Local Authority reference 16/4545/FUL).

Redevelopment of the site to provide 460 new residential units following demolition of all existing buildings. New residential accommodation to consist of 448 self-contained flats within 19 blocks ranging from three to nine storeys with basement car parking levels and 12 two storey houses with lower ground floor levels. Associated car and cycle parking spaces to be provided. Provision of new office (B1a) and leisure (D2) floorspace and a new publicly accessible cafe (A3). Reconfiguration of the site access and internal road arrangements and provision of new publicly accessible outdoor amenity space. New associated refuse and recycling arrangements.

At: National Institute for Medical Research, The Ridgeway, London, NW7 1AA

Subject to the following conditions and reasons for conditions:

1. Time limit

This development must be commenced within three years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act, 2004.

2. Approved plans and documents

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

1623_DWG_PL_00_001 Site Location Plan; 1623_DWG_PL_00_002 Existing Site Plan; 1623 DWG PL 00 003 Existing Levels; 1623_DWG_PL_00_004 Existing Site Roof Plan; 1623 DWG PL 00 010 Existing Site Demolition Plan; 1623 DWG PL 00 020 Existing Site Section A (North-South); 1623 DWG PL 00 021 Existing Site Section B (East-West); 1623 DWG PL 00 022 Existing Site Section C (North-South); 1623 DWG PL_00_023 Existing Site Section D (North-South); 1623_DWG_PL_00_030 Existing Site Elevation J - The Ridgeway; 1623_DWG_PL_00_031 Existing Site Elevation K - St Vincents Lane; 1623_DWG_PL_00_032 Existing Site Elevation L - Burtonhole Lane; 1623_DWG_PL_00_050 Existing Basement Plan; 1623_DWG_PL_00_051 Existing Lower Ground Floor Plan; 1623 DWG PL 00 052 Existing Ground Floor Plan; 1623 DWG PL 00 053 Existing First Floor Plan; 1623 DWG PL 00 054 Existing Second Floor Plan; 1623 DWG PL 00 055 Existing Third Floor Plan; 1623 DWG PL 00 056 Existing Fourth Floor Plan; 1623 DWG PL 00 057 Existing Fifth Floor Plan; 1623 DWG PL 00 058 Existing Sixth Floor Plan; 1623_DWG_PL_00_059 Existing Seventh Floor Plan; 1623_DWG_PL_00_070 Existing Section AA; 1623 DWG PL 00 071 Existing Section BB; 1623 DWG PL 00 080 Existing Cruciform Elevation 1; 1623_DWG_PL_00_081 Existing Cruciform Elevation 2; 1623 DWG PL 00 082 Existing Cruciform Elevation 3; 1623 DWG PL 00 083 Existing Cruciform Elevation 4; 1623 DWG PL 00 101B Proposed Masterplan Finished Floor Levels; 1623 DWG PL 00 102B Proposed Masterplan Roof Plan; 1623_DWG_PL_00_103B Proposed Masterplan Block References; 1623_DWG_PL_00_104A Proposed Masterplan Surface Car Parking Layout; 1623_DWG_PL_00_105A Proposed Masterplan Ground Layout Plan; 1623_DWG_PL_00_106B Proposed Masterplan Basement/Lower Ground Plan; 1623 DWG PL 00 150 Proposed Site Section A (North- South); 1623_DWG_PL_00_151 Proposed Site Section B (North-South); 1623 DWG PL 00 152 Proposed Site Section C (North-South); 1623 DWG PL 00 153A Proposed Site Section D (North-South); 1623 DWG PL 00 170 Proposed Site Elevation J - The Ridgeway; 1623 DWG PL 00 171A Proposed Site Elevation K - St Vincents Lane; 1623_DWG_PL_00_172A Proposed Site Elevation L - Burtonhole Lane; 1623 DWG PL 00 173 Proposed Site Elevation M; 1623_DWG_PL_00_174 Proposed Site Elevation N; 1623_DWG_PL_00_175A Proposed Site Elevation P: 1623 DWG PL 00 176B Proposed Site Elevation O; 1623 DWG PL 00 177B Proposed Site Elevation R; 1623_DWG_PL_00_178 Proposed Site Elevation S; 1623 DWG PL 00 179 Proposed Site Elevation T; 1623_DWG_PL_ABC_201B Proposed Basement Plan; 1623_DWG_PL_ABC_202 Ridgeway Cruciform Cluster Lower Ground Floor Plan; 1623_DWG_PL_ABC_203 Ridgeway Cruciform Cluster Ground Floor Plan; 1623_DWG_PL_ABC_204 Ridgeway Cruciform Cluster First Floor Plan; 1623_DWG_PL_ABC_205 Ridgeway Cruciform Cluster Second Floor Plan; 1623_DWG_PL_ABC_206 Ridgeway Cruciform Cluster Third Floor Plan; 1623 DWG_PL_ABC_207 Ridgeway Cruciform Cluster Fourth Floor Plan; 1623 DWG PL ABC 208 Ridgeway Cruciform Cluster Fifth Floor Plan; 1623 DWG PL ABC 209 Ridgeway Cruciform Cluster Sixth Floor Plan; 1623_DWG_PL_ABC_210 Ridgeway Cruciform Cluster Seventh Floor Plan; 1623_DWG_PL_ABC_211 Ridgeway Cruciform Cluster Roof Plan; 1623_DWG_PL_DE_201A Proposed Ridgeway Courtyard- Basement; 1623_DWG_PL_DE_202 Proposed Ridgeway Courtyard- Lower Ground Plan; 1623_DWG_PL_DE_203 Proposed Ridgeway Courtyard-

Ground Plan; 1623 DWG PL DE 204A Proposed Ridgeway Courtyard- First Plan; 1623_DWG_PL_DE_205A Proposed Ridgeway Courtyard- Second Plan: 1623_DWG_PL_DE_206A Proposed Ridgeway Courtyard- Third Plan; 1623 DWG_PL_DE_207A Proposed Ridgeway Courtyard- Roof Plan; 1623 DWG PL F 201A Proposed Lower Lane Pavillions - Basement Plan; 1623_DWG_PL_F_202 Proposed Lower Lane Pavillions - Ground Plan; 1623 DWG PL F 203 Proposed Lower Lane Pavillions - First Plan; 1623_DWG_PL_F_204A Proposed Lower Lane Pavillions - Second Plan; 1623 DWG PL F 205A Proposed Lower Lane Pavillions - Third Plan; 1623_DWG_PL_F_206A Proposed Lower Lane Pavillions - Fourth Plan; 1623_DWG_PL_F_207A Proposed Lower Lane Pavillions - Roof Plan; 1623_DWG_PL_G_201 Proposed Lower Lane Belvedere- Lower Ground Plan; 1623 DWG PL G 202 Proposed Lower Lane Belvedere- Ground Plan; 1623 DWG PL G 203 Proposed Lower Lane Belvedere- First Plan; 1623_DWG_PL_G_204 Proposed Lower Lane Belvedere- Second Plan; 1623_DWG_PL_G_205 Proposed Lower Lane Belvedere- Third Plan; 1623_DWG_PL_G_206 Proposed Lower Lane Belvedere- Roof Plan; 1623_DWG_PL_H_201 Proposed Lower Lane Houses 4 Bedroom Houses - Plans; 1623_DWG_PL_H_202 Proposed Lower Lane Houses 5 Bedroom Houses - Plans; 1623_DWG_PL_JK_201A Proposed Woodland Cluster Basement Plan; 1623 DWG PL JK 202A Proposed Woodland Cluster Ground Plan; 1623 DWG PL JK 203A Proposed Woodland Cluster First Plan; 1623 DWG PL JK 204A Proposed Woodland Cluster Second Plan; 1623_DWG_PL_JK_205A Proposed Woodland Cluster Third Plan; 1623 DWG PL JK 206A Proposed Woodland Cluster Roof Plan; 1623 DWG PL A 220 Proposed Section AA; 1623_DWG_PL_A_221 Proposed Section BB; 1623_DWG_PL_A_240 Proposed North Elevation 1; 1623 DWG PL A 241 Proposed South Elevation 2; 1623_DWG_PL_A_242 Proposed East Elevation 3; 1623_DWG_PL_A_243 Proposed West Elevation 4; 1623 DWG PL B1 240 Block B1 Elevation 1 & 2; 1623 DWG PL B1 241 Block B1 Elevation 3 & 4; 1623 DWG PL B2 240 Block B2 Elevation 1 & 2; 1623 DWG PL B2 241 Block B2 Elevation 3 & 4; 1623_DWG_PL_C1_240 Block C1 Elevation 1 & 2; 1623_DWG_PL_C1_241 Block C1 Elevation 3 & 4; 1623_DWG_PL_C2_240 Block C2 Elevation 1 & 2; 1623_DWG_PL_C2_241 Block C2 Elevation 3 & 4; 1623_DWG_PL_DE_240 Blocks D & E Proposed Elevations (South & West); 1623 DWG PL DE 241 Blocks D & E Proposed Elevations (North & East); 1623_DWG_PL_DE_242 Blocks D & E Proposed Internal Elevations (North & East); 1623 DWG PL DE 243 Blocks D & E Proposed Internal Elevations (South & West); 1623_DWG_PL_F_240A Block F Proposed Elevation Overall (North & South); 1623 DWG PL F1 240A Block F1 Proposed Elevation (North & East); 1623_DWG_PL_F1_241A Block F1 Proposed Elevation (South & West); 1623_DWG_PL_F2_240 Block F2 Proposed Elevation (North & East); 1623_DWG_PL_F2_241 Block F2 Proposed Elevation (South & West); 1623_DWG_PL_F3_240A Block F3 Proposed Elevation (North & East); 1623 DWG PL F3 241 Block F3 Proposed Elevation (South & West) 1623 DWG PL G1 240 Block G1 Proposed Elevation (South- West); 1623 DWG PL G1 241 Block G1 Proposed Elevation (South-East); 1623 DWG PL G1 240 Block G1 Proposed Elevation (North-East); 1623_DWG_PL_G1_241 Block G1 Proposed Elevation (North-West); 1623_DWG_PL_G2_240 Block G2 Proposed Elevation (South- West); 1623_DWG_PL_G2_241 Block G2 Proposed Elevation (South-East); 1623_DWG_PL_G2_240 Block G2 Proposed Elevation (North-East); 1623_DWG_PL_G2_241 Block G2 Proposed Elevation (North-West); 1623 DWG PL H1 240 H1 Proposed Elevations; 1623 DWG PL H2 240 H2 Proposed Elevations; 1623 DWG PL H3 240 H3 Proposed Elevations; 1623 DWG PL H4 240 H4 Proposed Elevations: 1623 DWG PL H5 240 H5 Proposed Elevations: 1623_DWG_PL_H6_240 H6 Proposed Elevations; 1623_DWG_PL_H7_240 H7 Proposed Elevations; 1623 DWG PL H8 240 H8 Proposed Elevations; 1623 DWG PL H9 240 H9 Proposed Elevations; 1623_DWG_PL_H10_240 H10 Proposed Elevations; 1623_DWG_PL_H11_240 H11 Proposed Elevations; 1623_DWG_PL_H12_240 H12 Proposed Elevations; 1623 DWG PL J1 240A Block J1 Proposed Elevation (North & East);

1623_DWG_PL_J1_241A Block J1 Proposed Elevation (South & West); 1623_DWG_PL_J2_240A Block J2 Proposed Elevation (North & East); 1623_DWG_PL_J2_241A Block J2 Proposed Elevation (South & West); 1623 DWG PL_J3_240A Block J3 Proposed Elevation (North & East); 1623 DWG PL J3 241A Block J3 Proposed Elevation (South & West); 1623 DWG PL K1 240A Block K1 Proposed Elevation (North & East); 1623 DWG PL K1 241A Block K1 Proposed Elevation (South & West); 1623 DWG_PL_K2_240A Block K2 Proposed Elevation (North & East); 1623 DWG PL K2 241A Block K2 Proposed Elevation (South & West); 1623_ABC_DWG_00_301 Detailed Bay Study B + C; 1623_ABC_DWG_00_305 Detailed Bay Study B + C; 1623_DWG_PL_DE_301 Detailed Bay Study D + E; 1623_DWG_PL_F_301 Detailed Elevation/Section Study Block F; 1623_DWG_PL_G_301 Detailed Elevation/Section Study Block G; 1623 DWG PL H 301 Detailed Elevation/Section Study Houses; 1623 DWG PL J 301 Detailed Elevation/Section Study Block J; 1623 DWG PL K 301 Detailed Elevation/Section Study Block K; 1779 01 C Landscape Masterplan; 1779 02 B Ridgeway Courtyard General Arrangement; 1779 03 B Cruciform Approach General Arrangement; 1779 04 B Woodland Cluster General Arrangement (1 of 2); 1779 05 B Lower Lane Pavilions General Arrangement; 1779 06 B Valley Terrace and Lower Belvedere Terrace General Arrangement; 1779 07 B Woodland Cluster General Arrangement (2 of 2); 1779 08 B Lower Lane Houses West General Arrangement; 1779 09 B Lower Lane Houses East General Arrangement; 1779 10 A Grassland and Woodland Glades General Arrangement; 1779 11 A Woodland and Woodland Glades General Arrangement; 1779 12 B Sports Field General Arrangement;

Also submitted for information purposes:

Design and Access Statement (Hawkins\Brown and dMFK, June 2016); Design and Access Statement Addendum (Hawkins\Brown and dMFK, August 2017); Access Statement (David Bonnett Associates June 2016); Sunlight and Daylight Assessment (GIA, June 2016); Sustainability Statement (including Energy Statement) (BBS, June 2016); Planning Statement (Deloitte, June 2016); Landscape Strategy (Liz Lake Associates, June 2016); Landscape Strategy Addendum (Liz Lake Associates, August 2017); Statement of Community Involvement (Westbourne, June 2016), Utilities Assessment (Ardent, June 2016); Wind and Microclimate Assessment (RWDI, June 2016); Residential Travel Plan (Ardent, August 2017); Workplace Travel Plan (Ardent, August 2017); Delivery Servicing Plan (Ardent, August 2017); Environmental Statement (Deloitte, June 2016) comprising Non-Technical Summary, Volume 1 – Main Text, Volume 2 – Technical Appendices including: Air Quality; Noise and Vibration; Flood Risk Assessment; Drainage; Ecology; Tree Survey, Volume 3 – Heritage, Townscape and Visual Impact Assessment, Volume 4 – Transport Assessment; Addendum to Environmental Statement dated August 2017 including Transport Assessment Addendum, Phase 1 Habitat Survey update and updated Tree Loss and Retention Schedule.

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 accordance with Policies CS01, CS04, CS05, DM01 and DM02 of the Barnet Local Plan (2012) and Policy 1.1 of the London Plan (2016).

3. Phasing

No development shall commence before a phasing plan has been submitted to and approved in writing by the Local Planning Authority. This plan shall clearly identify the phasing of the

proposed development, including demolition and the delivery of the surface water drainage strategy.

The development hereby permitted shall be carried out in accordance with the approved phasing plan.

Reason: To ensure there is minimal disruption to the public and the other community activities carried out at the Site and all other environmental impacts and harm to amenity caused by the construction works, associated operations and transport movements are also minimised.

4. Material samples

Notwithstanding the details shown on the plans, hereby approved, prior to the commencement of each phase of the development (other than demolition, site clearance and ground works):

(a) details and appropriate samples of the materials to be used for the external surfaces of the buildings and hard surfaced areas shall have been submitted to and approved in writing by the Local Planning Authority; and

(b) sample panels shall be constructed on site of building materials and hard surfacing, to be inspected and approved in writing by the Local Planning Authority.

Each phase of development shall be implemented in full accordance with the approved details prior to the first occupation of each phase of development hereby approved.

Reason: To safeguard the character and visual amenities of the site and wider area and to ensure that the building is constructed in accordance with Policies CS05 and DM01 of the Barnet Local Plan (2012) and Policies 1.1, 7.4, 7.5 and 7.6 of the London Plan (2016).

5. Detailed drawings and external materials (buildings)

Notwithstanding the details shown in the drawings submitted and otherwise hereby approved prior to the commencement of each phase of the development (other than for Demolition, Ground works and Site Preparation Works) details of the following features and elements of the scheme for that phase must be submitted to Local Planning Authority and approved by the Local Planning Authority in writing:

i) Brick bonding and brick and stone detailing (annotated plans at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority).

ii) External windows, balconies, doors, metal screens and balustrading (annotated plans at a scale of not less than 1:10 unless otherwise agreed in writing with the Local Planning Authority).

iii) Depth of window reveals (annotated plans at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority).

iv) Rainwater goods (annotated plans at a scale of not less than 1:10 unless otherwise agreed in writing with the Local Planning Authority).

v) Privacy screens (annotated plans at a scale of not less than 1:10 unless otherwise agreed in writing with the Local Planning Authority).

vi) All means of enclosure proposed for the sites pedestrian and vehicular access points (annotated plans at a scale of not less than 1:10 unless otherwise agreed in writing with the Local Planning Authority).

Each phase of development shall be implemented in full accordance with the approved details

prior to the first occupation of each phase of development hereby approved.

Reason: To safeguard the character and visual amenities of the site and wider area and to ensure that the development is constructed in accordance with Policies CS05 and DM01 of the Barnet Local Plan (2012) and Policies 1.1, 7.4, 7.5 and 7.6 of the London Plan (2016).

6. Site levels

Notwithstanding the details submitted in the drawings hereby approved no phase of the development is to commence (other than demolition, ground works and site clearance) unless and until details of the levels of the proposed buildings, footpaths and other landscaped areas relative to adjoining land and any other changes proposed in the levels of the site associated with the works permitted by this permission for that phase shall have been submitted to and approved in writing by the Local Planning Authority. Each phase of development shall thereafter be implemented in accordance with such details as so approved before any of the residential units and commercial units approved are occupied in that phase.

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 amenities of the area and neighbouring occupiers in accordance with Policies DM01, DM04 and DM17 of the Barnet Local Plan (2012) and Policies 7.2, 7.3, 7.4, 7.5, 7.6, 7.13 and 7.21 of the London Plan (2016).

7. Surface water drainage

The development hereby approved shall be undertaken in accordance with the approved surface water drainage strategy (reference 11348-5013 P5 and 11348-5014 P5 and dated April 2016) unless otherwise agreed in writing by the Local Planning Authority. The approved scheme shall be implemented as set out within any approved phasing plan pursuant to Condition 3 and retained thereafter.

Reason: To ensure that the development manages surface water in accordance with Policy CS13 of the Barnet Local Plan (2012), Policies 5.13 and 5.14 of the London Plan, and changes to SuDS planning policy in force as of 6 April 2015 (including the Written Ministerial Statement of 18 December 2014, Planning Practice Guidance and the Non-statutory Technical Standards for Sustainable Drainage Systems).

8. Adoption of SuDS

Prior to first occupation, full details of an Adopting Authority accepting responsibility for the safe operation and maintenance of SuDS within the development should be submitted to, and approved by the Local Planning Authority. The Adopting Authority must demonstrate that sufficient funds have been set aside and / or sufficient funds can be raised to cover operation and maintenance costs throughout the lifespan of the development. The Adopting Authority shall be responsible for satisfying themselves of the suitability of the adopted SuDS prior to adoption, and shall keep records of operation and maintenance activities, for possible inspection by the Local Planning Authority. Prior to first occupation, an Estate Management Company will take on the safe operation and maintenance of any elements of the SuDS system which are not taken on by the Adopting Authority. Prior to first occupation, full details of the Estate Management Company including evidence to demonstrate that sufficient funds have been set aside and/or sufficient funds can be raised to cover operation and maintenance costs of those elements of the SuDS system taken on throughout

the lifespan of the development shall be submitted to and approved by the Local Planning Authority. The Estate Management Company shall keep records of operation and maintenance activities for possible inspection by the Local Planning Authority.

Reason: To ensure that the surface water drainage system and SuDS are constructed appropriately and are adopted by an Adopting Authority responsible for the safe operation and maintenance of the system throughout the lifetime of the development. Appropriate construction of SuDS should take into consideration S13 of the Non-statutory Technical Standards for Sustainable Drainage Systems. Operation and maintenance of SuDS should take into consideration 18 December 2014 and Planning Practice Guidance Paragraphs 81 and 85.

9. Contaminated land

Part 1

Before development commences other than for investigative work:

a) A desktop study (Preliminary Risk Assessment) shall be carried out which shall include the identification of previous uses, potential contaminants that might be expected, given those uses, and other relevant information. Using this information, a diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors shall be produced. The desktop study (Preliminary Risk Assessment) and Conceptual Model shall be submitted to the Local Planning Authority. If the desktop study and Conceptual Model indicate no risk of harm, development shall not commence until approved in writing by the Local Planning Authority.

b) If the desktop study and Conceptual Model indicate any risk of harm, a site investigation shall be designed for the site using information obtained from the desktop study and Conceptual Model. This shall be submitted to, and approved in writing by, the Local Planning Authority prior to that investigation being carried out 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.

c) 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

d) 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 before 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 CS NPPF and DM04 of the Barnet Local Plan (2012), the Barnet Sustainable Design and Construction SPD (2016) and Policy 5.21 of the London Plan (2016).

10. Non-Road Mobile Machinery (NRMM)

All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the Local Planning Authority. The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at https://nrmm.london/

Reason: To protect local amenity and air quality in accordance with Policy DM04 of the Barnet Local Plan (2012) and Policies 5.3 and 7.14 of the London Plan (2016).

11. Air Quality and Dust Management Plan.

An Air Quality and Dust Management Plan shall be submitted to, and approved by, the Local Planning Authority, before the development commences whose purpose shall be to control and minimise emissions attributable to the demolition and/or construction of the development. Reference shall be made to the Mayor of London's SPG, "The Control of Dust and Emissions during Construction and Demolition". The plan shall confirm:

a. which air quality emission and dust control measures are to be implemented;

b. which monitoring methods are to be implemented; and

c. that construction machinery will meet NRMM standards

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

Reason: To comply with the London Plan's SPG on Sustainable Design and Construction (2014) and Policy 7.14 of the London Plan (2016).

12. Noise and vibration

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The mitigation measures recommended in the Noise Assessment by Ardent, report reference U780-10, shall be implemented in their entirety prior to the commencement of the use or first occupation of each phase of the development and retained as such thereafter.

Reason: To ensure the amenities of occupiers are not prejudiced by traffic noise/mixed use in the immediate surroundings, in accordance with Policy DM04 of the Barnet Local Plan (2012), Barnet's Sustainable Design and Construction SPD (2016) and Policy 7.15 of the London Plan (2016).

13. Noise - fixed plant

The level of noise emitted from the 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 DM04 of the Barnet Local Plan (2012) and Policy 7.15 of the London Plan (2016).

14. Noise and vibration – internal residential environment

(a) Prior to the commencement of each phase of the development (other than for Demolition, Ground works and Site Preparation Works) details of mitigation measures for that phase to show how the development will be constructed so as to provide sufficient air borne and structure borne sound insulation against internally generated noise and vibration shall be submitted to and approved in writing by the Local Planning Authority. Any gym equipment shall be isolated from the structure of the building. This sound insulation shall ensure that the levels of noise generated from the gym, office and cafe; 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 use or first occupation of each phase 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 Policy DM04 of the Barnet Local Plan (2012), Barnet's Sustainable Design and Construction SPD (2016) and Policy 7.15 of the London Plan (2016).

15. Details of plant equipment

(a) Prior to the installation of all extraction and ventilation equipment to be installed as part of a phase of the development, details of such equipment shall be submitted to and approved in writing by the Local Planning Authority. The equipment shall be installed using antivibration mounts. 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 development shall be implemented in accordance with details approved under this condition before first occupation or the use is commenced for each relevant phase and retained as such thereafter.

Reason: To ensure a satisfactory appearance for the development and satisfactory accessibility; and to protect the amenities of the area in accordance with Policies CS14 and DM01 of the Barnet Local Plan (2012).

16. Landscape and Ecological Management Plan (LEMP)

Prior to the commencement of the development (other than for Demolition, Ground works and Site Preparation Works), a landscape and ecological management plan (LEMP) shall be submitted to, and be approved in writing by, the Local Planning Authority. The content of the LEMP shall include the following.

a) Description and evaluation of features to be managed.

b) Ecological trends and constraints on site that might influence management.

c) Aims and objectives of management.

d) Appropriate management options for achieving aims and objectives.

e) Prescriptions for management actions.

f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).

g) Details of the body or organization responsible for implementation of the plan.

h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details.

Reason: To ensure improvements the biodiversity of the site in order to comply with Policy DM16 of the Barnet Local Plan (2012).

17. Native plant species

All new plantings should be locally obtained (i.e. plantings can be imported from Europe on the condition that they have resided in a UK nursery for a minimum of 12 months), disease free and from a reputable bio-secure supplier.

Reason: To ensure improve the biodiversity of the site in order to comply with Policy DM16 of the Barnet Local Plan (2012).

18. Bat surveys

No site works or works in connection with the development hereby approved shall be commenced until detailed Dawn and Dusk Surveys are conducted in order to satisfy the Local Planning Authority that the local Bat population will not be adversely affected. These surveys will need to be submitted to the Local Planning Authority and approved in writing prior to commencement of any development on site

Reason: To ensure improve the biodiversity of the site in order to comply with Policy DM16 of the Barnet Local Plan (2012)

19. Refuse and recycling

Notwithstanding the details submitted with the application and otherwise hereby approved, before each phase of development hereby permitted is brought into use or occupied the following information shall be submitted to and approved in writing by the Local Planning Authority:

i. A Refuse and Recycling Collection Strategy, which includes details of the collection arrangements and whether or not refuse and recycling collections would be carried out by Barnet Council or an alternative service provider.

ii. Details of the enclosures, screened facilities and internal areas of the proposed building to be used for the storage of recycling containers, wheeled refuse bins and any other refuse storage containers where applicable. iii. Plans showing satisfactory points of collection for refuse and recycling.

The development shall be implemented and the refuse and recycling facilities provided in full accordance with the information approved under this condition before the each phase of development is occupied and the development shall be managed in accordance with the information approved under this condition in perpetuity once occupation of the site has commenced.

Reason: To ensure a satisfactory refuse and recycling facilities are provided at the development in accordance with Policies CS05, CS09, CS14, DM01, DM04 and DM17 of the Barnet Local Plan (2012).

20. Hours of construction

No construction work in relation to the development hereby approved shall be carried out on the site at any time on Sundays, Bank or Public Holidays, before 8.00am or after 1.00pm on Saturdays, or before 8.00am or after 6.00pm on any other days.

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of adjoining residential properties in accordance with policies DM01 and DM04 of the Barnet Local Plan (2012).

21. Protection of trees

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(a) Prior to the commencement of each phase of the development 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) shall be submitted to and approved in writing by the Local Planning Authority.

(b) Prior to the commencement of each phase of the development the temporary tree protection shown on the tree protection plan for each phase approved under this condition shall be erected around existing trees on site. This protection shall remain in position until after the development works on each phase 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.

Reason: To safeguard the health of existing trees which represent an important amenity feature in accordance with Policies CS05, CS07 and DM01 of the Barnet Local Plan (2012) and Policy 7.21 of the London Plan (2016).

22. Retained trees - site levels

Prior to the commencement of each phase of the development details of the level changes in proximity to retained trees shall be submitted to and approved in writing by the Local Planning Authority.

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

Reason: To safeguard the health of existing trees which represent an important amenity

feature in accordance with Policies CS05, CS07 and DM01 of the Barnet Local Plan (2012) and Policy 7.21 of the London Plan (2016).

23. Retained trees - excavations

(a) Prior to the commencement of each phase of the development 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 shall be submitted to and approved in writing by the Local Planning Authority.

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

Reason: To safeguard the health of existing trees which represent an important amenity feature in accordance with Policies CS05, CS07 and DM01 of the Barnet Local Plan (2012) and Policy 7.21 of the London Plan (2016).

24. Landscape Management Plan

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(a) No development (other than for Demolition, Ground works and Site Preparation Works) shall be commenced until details of a Landscape Management Plan for all landscaped areas for a minimum period of 20 years have been submitted to and approved in writing by the Local Planning Authority.

(b) The Landscape Management Plan shall include details of:

- long term design objectives;
- management responsibilities;
- maintenance schedules;
- new soft landscaping to be planted as part of the approved landscaping scheme including the number (no less than 839 new trees including 100 semi mature trees), size, densities, species and location of trees and shrubs; and
- implementation programme

(c) The approved Landscape Management Plan shall be implemented in full in accordance with details approved under this condition

(d) Planting which has been used for screening (specifically along the boundary with Burtonhole Lane and St Vincent's Lane) shall be reviewed within 18 months of planting, with a view to augmenting and enhancing the landscaping if insufficient screening is provided. The level of established screening required should obscure the buildings and infrastructure from eye line level and be integrated into the existing tree boundaries, consistent with the local character.

(e) All soft landscaping works shall be carried out for each phase no later than the first planting season following the final occupation of that phase

(f) all landscaping implemented in accordance with the approved Landscape Management Plan shall be maintained for a minimum period of 20 years and any trees that are removed, die or become, in the opinion of the Local Planning Authority, seriously damaged or defective within this time shall be replaced with specimens of a similar size and species as originally required.

Reason: To ensure a satisfactory appearance to the development in accordance with Policies CS05, CS07 and DM01 of the Barnet Local Plan (2012) and Policy 7.21 of the London Plan (2016).

25. Obscure glazing

(a) Before each phase of the development hereby permitted is first occupied details of obscuring glazing, for those properties with facing windows to habitable rooms less than 21 metres away, shall be submitted to and approved in writing by the Local Planning Authority
(b) The scheme of obscure glazing shall be permanently retained as such thereafter.

Reason: To safeguard the privacy and amenities of occupiers of adjoining residential properties in accordance with Policy DM01 of the Barnet Local Plan (2012) and Barnet's Residential Design Guidance SPD (2016).

26. Play equipment

(a) Before the development hereby permitted is first occupied, a scheme detailing all play equipment to be installed in the communal amenity spaces shall be submitted to and approved in writing by the Local Planning Authority. Details shall include landscaping, climbable objects, fixed equipment, facilities for children (0-11 years old) and facilities suitable for disabled children and carers. Provision shall include at least 505 sq.m of dedicated doorstep play space for children under-five and play space for 5 -11 year olds across the site, to include some doorstep provision alongside the dedicated play space for children under-five.
(b) The development shall be implemented in full accordance with the details as approved under this condition prior to the first occupation and retained as such thereafter, unless otherwise agreed in writing.

Reason: To ensure that the development represents high quality design and to accord with Policy CS7 and DM02 of the Barnet Local Plan (2012), Barnet's Residential Design Guidance SPD (2016), Barnet's Planning Obligations SPD (2013) and Policy 3.6 of the London Plan (2016).

27. Use Class

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification), no development otherwise permitted by any of Classes A, B, C, D, E, F, G and H of Part 1 of Schedule 2 of that Order shall be carried out within the application site hereby approved unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the amenities of neighbouring occupiers, the health of adjacent TPO trees and the general locality in accordance with Policy DM01 of the Barnet Local Plan (2012).

28. Green roofs

(a) Prior to the commencement of each phase, no development (other than demolition, ground works and site preparation works) shall take place until details of the proposed green roof have been submitted to and approved in writing by the Local Planning Authority.
(b) The green roof shall be implemented in accordance with the details approved under this condition prior to the commencement of the use or first occupation of each phase of the 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: To ensure that the proposed development does not prejudice the enjoyment of the

occupiers of their homes in accordance with Policies DM04 of the Barnet Local Plan (2012) and Policy 7.15 of the London Plan (2016).

29. Sports pitches

The sports pitch(es) shall remain as natural turf and not be replaced with any artificial surfaces.

Reason: To protect the biodiversity of the site in order to comply with Policy DM16 of the Barnet Local Plan (2012).

30. External lighting

No lighting (including floodlighting) should be installed in the playing fields area and construction lights should also be positioned so as not to illuminate woodland and tree belts.

Reason: To protect the biodiversity of the site in order to comply with Policy DM16 of the Barnet Local Plan (2012).

31. Car Parking Management Plan

Prior to first occupation of each phase a detailed Car Parking Management Plan shall be submitted to and approved in writing by the Local Planning Authority. Unless otherwise agreed, the details shall include:

i. Location and layout of car parking spaces

ii. Allocation of car parking spaces

iii. On-site parking controls and charges (if any)

iv. The enforcement of unauthorised parking

v. 'Blue badge' space quantities in accordance with London Plan (2016) guidance

vi. Location of a minimum of 2 car club spaces

vii. Electric Charging Points: Location and specification. For residential parking spaces, delivery of the 20% of parking spaces which shall be active and 20% which shall be passive electric charging points. For non-residential spaces, provision at 20% of spaces shall be undertaken with potential provision at a further 10% of spaces.

The car parking spaces shall not thereafter be used for any purpose other than for the parking and turning of vehicles associated with the development. The Car Parking Management Plan and the abovementioned provisions shall be implemented in accordance with the approved details before the buildings hereby permitted within each phase are occupied and maintained thereafter.

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2016) and also to ensure that the development does not over-provide car parking spaces and to encourage sustainable travel in accordance with Policies CS9 and DM17 of the Barnet Local Plan (2012).

32. Car parking

The level of parking for all land uses shall be as set out in the Design and Access Statement Addendum document dated August 2017, resulting in 516 residential spaces (including visitor

spaces) and 19 commercial spaces (of which 326 are basement spaces (including garages), 164 are off-street spaces and 45 are on-street spaces).

Temporary car parking shall be provided during the build-out to ensure that the forecast ratio for the site is provided close to the development areas. Plans of any temporary car parking layouts will be submitted for written approval by the Local Planning Authority.

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2016) and also to ensure that the development does not over-provide car parking spaces and to encourage sustainable travel in accordance with Policies CS9 and DM17 of the Barnet Local Plan (2012).

33. Residential parking

Private parking provision for residential units shall be used for the purpose of residential parking and servicing only, unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2016).

34. Cycle parking

Before each phase of the development hereby permitted is occupied; details of cycle parking and cycle storage facilities in accordance with the London Plan should be submitted to and approved by the Local Planning Authority. Cycle parking and cycle storage facilities shall be implemented in full accordance with the approved details prior to the first occupation of each phase of development hereby approved and such spaces shall be permanently retained thereafter.

Minimum aisle widths, as set out in London Cycling Design Standards, must be met and 5% of space should be provided for the storage of non-standard cycles.

Reason: In the interests of promoting cycling as a mode of transport in accordance with Policies CS9 and DM17 of the Barnet Local Plan (2012) and the London Cycling Design Standards (2016).

35. Accessible parking bays

Across each phase, accessible parking bays shall be allocated to wheelchair accessible homes at 1:1 provision. Where spaces are in undercroft areas ceiling heights shall meet the recommended height of 2.6 metres above wheelchair accessible spaces, unless otherwise agreed. The maximum gradients for pedestrians and wheelchair users within the site should ideally be no more than 5%, with the maximum being 8%.

A minimum of 2 accessible parking bays should be provided for the commercial uses.

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2016); Shaping Neighbourhoods Accessible London: Achieving and Inclusive Environment SPG October 2014 and Manual for Streets 2. To ensure that parking is provided and managed in line with

the Local Planning Authority's standards in the interests of highway and pedestrian safety in accordance with Policies CS9 and DM17 of the Barnet Local Plan (2012).

36. Pedestrian and cycle routes

Before each phase of the development hereby is occupied; details to show entry and egress arrangements and pedestrian walkways / cycleways within that phase is to be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in full in accordance with the approved details.

Reason: To ensure that the access is satisfactory in terms of highway safety and in accordance with Policies CS9 and DM17 of the Barnet Local Plan (2012).

37. Construction Environment Management Plan (CEMP)

No development (including Demolition, Ground Works and Site Preparation Works) shall commence within a phase until a Construction Environmental Management Plan, setting out the construction and environmental management measures associated with that Development Phase, has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall include:

Construction site and works

i. Site information (including a site plan and management structure)

ii. Description of works, equipment and storage

iii. Programme of works

iv. Temporary hoarding and fencing

v. Temporary works

vi. Interim drainage strategy

vii. Intrusive site investigation works and monitoring (the scope to be agreed in writing with the Local Planning Authority)

Construction management and procedures

viii. Code of Considerate Practice

ix. Consultation and neighbourhood liaison, including St Vincent's RC Primary School.

x. Staff training and briefing procedures

xi. Schedule of environmental legislation and good practice

xii. Register of permissions and consents required

xiii. Environmental Audit Programme

xiv. Environmental Risk Register

xv. Piling Works Risk Assessment

xvi. Health and safety measures

xvii. Complaints procedures

xviii. Monitoring and reporting procedures

Demolition and waste management

xix. Demolition Audit

xx. Site clearance and waste management plan

xxi. Asbestos survey and disposal strategy

Construction traffic

xxii. Construction traffic routes

xxiii. Construction traffic management including access to the site (specifically any proposed

temporary construction accesses to the site); the parking of vehicles for site operatives and visitors; hours of construction, including deliveries, loading and unloading of plant and materials; the storage of plant and materials used in the construction of the development; the erection of any means of temporary enclosure or security hoarding and measures to prevent mud and debris being carried on to the public highway and ways to minimise pollution.

Environmental Management

xxiv. Ecology surveys and management plan (as required by the ES) in relation any existing ecological features that may be affected by works in that Development Phase

xxv. Measures to minimise visual impact during construction

xxvi. Measures to minimise noise and vibration levels during construction

xxvii. Measures to minimise dust levels during construction

xxviii. Measures to control pollution during construction (including a Pollution Response Plan)

xxix. Construction lighting strategy, including measures to minimise light spill xxx. Measures to reduce water usage during construction

Masures to reduce water usage during construction

xxxi. Measures to reduce energy usage during construction

xxxii. Any other precautionary and mitigatory measures in relation to demolition and construction as identified in the ES and the EIA Mitigation Register

Biodiversity

xxxiii. Risk assessment of potentially damaging construction activities.

xxxiv. Identification of "biodiversity protection zones", including a 20m buffer to the Folly Brook.

xxxv. Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements), including, but not limited to badgers, amphibians, reptiles, White Letter Hairstreak butterflies, owls and lesser spotted woodpeckers.

xxxvi. The location and timing of sensitive works to avoid harm to biodiversity features. xxxvii. The times during construction when specialist ecologists need to be present on site to oversee works.

xxxviii. Responsible persons and lines of communication.

xxxix. The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.

xxxx. Use of protective fences, exclusion barriers and warning signs.

The approved CEMP 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 the proposed development does not prejudice the amenities of occupiers of adjoining residential properties, in the interests of highway and pedestrian safety and in the interests of protecting the environment and trees in accordance with policies CS9, CS13, CS14, DM01, DM04, DM16 and DM17 of the Barnet Local Plan (2012) and polices 5.3, 5.18, 7.14, 7.15, 7.21 and 5.21 of the London Plan (2016).

38. Delivery & Servicing Plan (DSP)

Before the permitted development is occupied a full Delivery and Servicing Plan (DSP) shall be submitted to and agreed by the Local Planning Authority.

All deliveries and servicing associated with the development shall be carried out only in accordance with the approved details.

Reason: In the interest of highway safety in accordance with Policies CS9 and DM17 of Barnet's Local Plan (2012) and Policy 6.14 of the London Plan (2016).

39. Access

No residential unit shall be occupied until the access roads and highways works (on and offsite) associated with the block in which that unit is located are made available for use.

Reason: To ensure there is adequate access available to all residential units.

40. Temporary access

Prior to the commencement of any subsequent phase of development following first occupation, details of any temporary vehicular and pedestrian access arrangements to serve the occupiers of the development during the construction period shall be submitted to and approved by the Local Planning Authority. Any temporary vehicular and pedestrian access shall be implemented in full accordance with the approved details prior to commencement of that phase of the development hereby approved. Access to any completed phase during the construction period shall only be in accordance with the agreed details and shall be removed when the publicly accessible routes from The Ridgeway are available for use.

Reason: To ensure that any temporary vehicle access that may be required during the construction phase of development is safe and suitable for its intended use and to safeguard the amenities of neighbouring residents.

41. External lighting

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 Prior to the commencement of each phase (other than for Demolition, Ground works and Site Preparation Works), a lighting design submission detailing philosophy, reasons and targeted achievements dealing with expectations, controls, light pollution, spillage must be submitted to and approved in writing by the Local Planning Authority. Lighting should be restricted to low intensity and directed away from potential Bat foraging and roosting habitat. Details to be submitted include:

- Details of all the equipment used, specific lamps, luminaires and columns with images;

- For each luminaire a full technical specifications (e.g. glare ratings, wattage, colour rating and e-class);

- Details of the light levels chosen and which guidelines have been referred to;

- Isolux diagrams of the report overlaid with the parking areas, public areas and the surrounding houses and roads showing as a minimum 3, 5 and 10 lux lines;

- Vertical illuminance calculations across the backs of all nearby neighbouring properties taken at 10 to 20 metre intervals;

- Details of all external lights if they affect the design area;

- Details of any ecological mitigation.

Each phase of Development shall thereafter be implemented in accordance with such details as so approved before the dwellings approved are occupied within that phase.

Reason: In the interest of highway safety and amenity in accordance with Policies DM01, DM16 and DM17 of the Barnet Local Plan (2012).

42. Written Scheme of Investigation (WSI) for historic buildings

No demolition of the Cruciform building shall take place until a written scheme of historic building investigation (WSI) has been submitted to and approved by the Local Planning Authority in writing. For buildings that are included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, which shall include the statement of significance and research objectives, and

a) The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
b) The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI.

Reason: The planning authority wishes to secure the recording of these historic buildings in accordance with the provisions of the NPPF, Policy 7.8 of the London Plan (2016) and Policies CS05 and DM06 of the Barnet Local Plan (2012).

43. Commercial units

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The commercial units hereby approved, shall be used for use class A3 or D1 and no other purpose of the Schedule to the Town and Country Planning (Use Classes) Order, 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, with or without modification).

Reason: To enable the Local Planning Authority to exercise control of the type of use within the category in order to safeguard the amenities of the area.

44. Inclusive design

The development shall be implemented in full accordance with the submitted Access Statement (dated June 2016, prepared by David Bonnett Associates) and shall thereafter be retained.

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2016) and Policy DM02 of the Barnet Local Plan (2012).

45. Energy Statement

The development shall be implemented in full accordance with the submitted Energy Statement (dated June 2016 prepared by BBS Environmental ref EST45932 Issue 1) and shall thereafter be retained. The communal heating system shall be designed to permit a future connection to a District Heat Network should a feasible and viable connection become available in the future.

Reason: To ensure that the development is sustainable and in accordance with Policy DM01 of the Barnet Local Plan (2012) and Policies 5.2, 5.3 and 5.7 of the London Plan (2016).

46. Photovoltaic (PV) panels

Full details of the proposed photovoltaic panels to be installed on the roofs of Blocks B1, B2, D1, D2, E1, E2, G1 and G2 shall be submitted to and approved by the Local Planning Authority in writing, including the positioning, pitch and finish of the panels. Photovoltaic panels shall be implemented on the roofs of Blocks B1, B2, D1, D2, E1, E2, G1 and G2 in full accordance with the details approved under this condition prior to first occupation of each block.

Reason: To safeguard the character and visual amenity of the site and wider area, in accordance with Policies CS05 and DM01 of the Barnet Local Plan (2012) and Policies 5.7, 7.4, 7.8 and 7.16 of the London Plan (2016).

47. Secured by Design

The development hereby approved shall be designed and constructed to Secured by Design Sections 2 and 3 Compliance.

Reason: To ensure that the proposed development meets the Police standards for the physical protection of the buildings and their occupants, and to comply with Policy 7.3 of the London Plan (2016) and Policy DM02 of the Barnet Local Plan (2012).

48. Accessible and adaptable dwellings

90% of residential units within the proposed development shall be designed to Part M4 (2) 'accessible and adaptable dwellings' of the Building Regulations 2010 (as amended 2015).

Reason: To ensure that the proposed development meets the Local Planning Authority's Standards in relation to the provision of wheelchair accessible homes and to comply with Policy DM02 of the Barnet Local Plan (2012) and Policy 3.8 of the London Plan (2016).

49. Wheelchair user dwellings

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At least 46 dwellings (10% of the dwellings) in the development shall be wheelchair accessible or easily adaptable for wheelchair use (Part M4 (3) 'wheelchair user dwellings' of the Building Regulations 2010 (as amended 2015). The 46 dwellings will comprise 38 x 2-bed units and 8 x 3-bed units.

Reason: To ensure that the proposed development meets the Local Planning Authority's Standards in relation to the provision of wheelchair accessible homes and to comply with Policy DM02 of the Barnet Local Plan (2012) and Policy 3.8 of the London Plan (2016).

50. Burtonhole Lane emergency access

Prior to first occupation, full details of the retained Burtonhole Lane vehicular access shall be submitted to the Local Planning Authority and approved in writing, including details of the proposed gate, maintenance of the access, and methods of access for emergency vehicles. This access shall remain closed at all times, except for emergency vehicle access and essential maintenance.

Reason: To safeguard the amenities of neighbouring occupiers in accordance with Policy DM01 of the Barnet Local Plan (2012).

INFORMATIVES

INFORMATIVE 1: Sport England recommend that the drainage assessment and improvement/management scheme is undertaken by a specialist turf consultant.

INFORMATIVE 2: 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:

i) The Environment Agency CLR & SR Guidance documents (including CLR11 'Model Procedures for the Management of Land Contamination');

ii) National Planning Policy Framework (2012) / National Planning Practice Guidance (2014);
 iii) BS10175:2011 - Investigation of potentially contaminated sites - Code of Practice;
 iv) Guidance for the safe development of housing on land affected by contamination (2008) by NHBC, the EA and CIEH;

v) CIRIA report C665 - Assessing risks posed by hazardous ground gases to buildings; vi) CIRIA report C733 - Asbestos in soil and made ground: a guide to understanding and managing risks.

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.

INFORMATIVE 3: Refuse collection points should be located at a ground floor level and within 10m of the refuse vehicle parking bay. Level 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 parking bay on day of collection. The applicant is advised to ensure Barnet Council's refuse collection department is consulted to agree a refuse collection arrangement.

INFORMATIVE 4: The applicant must submit an application under Section 184 of the Highways Act (1980) for all the proposed vehicular accesses. The proposed access design details, construction and location will be reviewed by Barnet's Council's Authority Development Team as part of the application. Any related costs for alterations to the public highway layout that may become necessary, due to the design of the onsite development, will be borne by the applicant.

To receive a copy of Barnet Council's Guidelines for Developers and an application form please contact: Traffic & Development Section –Development and Regulatory Services, London Borough of Barnet, Barnet House, 1255 High Road, Whetstone, N20 OEJ.

INFORMATIVE 5: For construction works adjacent to the public highways, the applicant must contact Barnet Council's First Contact on 0208 359 2000 for any necessary Highways Licenses.

INFORMATIVE 6: Barnet 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 construction traffic movements. 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 applicant is advised that photographic records should be kept of the public highway likely to be affected by the development proposal prior to commencement of any construction or demolition works on site.

INFORMATIVE 7: The applicant is advised that any street furniture or lighting column affected by the proposed works would be relocated under a rechargeable works agreement by Barnet Council's term contractor for Highway Works. You may obtain an estimate for this work from Development & Regulatory Services, Barnet House, 1255 High Road, Whetstone, N20 OEJ.

INFORMATIVE 8: The applicant is advised that the proposed development may involve alterations to the existing on-street waiting and loading restrictions. Alterations to on-street waiting and loading restrictions will be subject to a statutory consultation period. The Local Planning Authority cannot prejudge the outcome of the consultation process.

INFORMATIVE 9: Barnet Local Planning Authority's refuse vehicles will be required to enter the site and therefore the estate roads must be constructed to adoptable standards. Details of the materials and surface finishes that would be acceptable for use on the private roads will be undertaken and constructed to an adoptable standard. Details of the road construction requirements can be obtained from the Traffic and Development Section in Development & Regulatory Services, Barnet House, 1255 High Road, Whetstone, N20 0EJ.

INFORMATIVE 10: The gradient for the proposed ramps leading to the underground parking areas should have a gradient not steeper than 1:10 or in accordance with the guidelines in IStructE Design recommendations for multi-storey and underground car parks 3rd Edition.

INFORMATIVE 11: The costs of any associated works on the public highway, including reinstatement works, will be borne by the Applicant and Barnet Local Planning Authority will require the Applicant to enter into a rechargeable agreement or a 278 Agreement under the Highways Act 1980.

INFORMATIVE 12: The written scheme of investigation will need to be prepared and implemented by a suitably professionally accredited heritage practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London.

INFORMATIVE 13: No stopping up of highways is shown on the approved plans. Any highways to be stopped up under Section 247 of the Town and Country Planning Act will need to be agreed with Barnet Local Planning Authority.

INFORMATIVE 14: Thames Water have reviewed the information provided and based on the understanding that piling/demolition works are carried out in accordance with the submitted drawing no. 71623_DWG_00_103 Rev B, no piling method details are required. Please advise Thames Water if these plans change so that they can re-assess the risk to their assets. Email: devcon.team@thameswater.co.uk, quoting "DTS Ref 49409."

INFORMATIVE 15: Pre-commencement conditions:

The following pre-commencement conditions attached to this decision notice are considered necessary in order to safeguard the nature conservation interest of adjoining land, safeguard transport infrastructure and protect the amenities of existing residents, future occupiers and users of the proposed development and to ensure that the proposed development results in a sustainable and well- designed scheme;

Conditions:

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- 3. Phasing
- 9. Contaminated land
- 11. Air Quality and Dust Management Plan
- 18. Bat surveys
- 21. Protection of trees
- 22. Retained trees site levels
- 23. Retained trees excavations
- 37. Construction Environment Management Plan (CEMP)

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Mayor of London, as the local planning authority, has expeditiously considered the application against all relevant national, regional and local planning policy, the Mayor has decided to grant planning permission in accordance with the recommendation within GLA Representation Hearing report D&P/3967/03.

The Mayor has, therefore, worked in a positive and proactive manner in relation to dealing with this planning application and application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2012 and paragraphs 186 and 187 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.

Signed

Juliemma McLoughlin

Assistant Director - Planning

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.

The Mayor has noted that Barnet Council will be responsible for the decision on all subsequent approval of details pursuant to conditions set out in this decision notice, as well as their enforcement.

SCHEDULE 3

Affordable Housing

PART 1

1. NOTIFICATION

- 1.1 The Owner shall give no less than ten (10) Working Days' prior written notice of the intended date of Commencement of Development to the Council's Assistant Director of Strategic Planning, Regeneration and Transport at the address stated on page 4 of this Deed (or such other address as the Council shall have previously notified).
- 1.2 The Owner shall give no less than three (3) calendar months' prior written notice of the anticipated date of Practical Completion of the Shared Ownership Housing Units to the Council's Affordable Housing Liaison Coordinator at Barnet House, 1255 High Road, Whetstone N20 (or such other address as the Council shall have previously notified).

2. AFFORDABLE HOUSING BASE PROVISION

- 2.1 The Owner shall provide the Affordable Housing Base Provision on the Land within the Development in accordance with the remaining paragraphs of this schedule PROVIDED THAT:
 - 2.1.1 no less than the Affordable Housing Base Provision shall be provided as part of the Development on the Land; and
 - 2.1.2 the total sum of the Affordable Housing Base Provision and any Additional Affordable Housing required pursuant to Part 2 of this Schedule 3 shall not exceed the Affordable Housing Cap.

3. AFFORDABLE HOUSING PROVISION

- 3.1 The Owner shall not:
 - 3.1.1 Occupy the Affordable Rented Housing Units for any purpose other than for Affordable Rented Housing for the lifetime of the Development;
 - 3.1.2 Occupy the Shared Ownership Housing Units for any purpose other than for Shared Ownership Housing for the lifetime of the Development, save where a Shared Ownership Lessee has Staircased to 100 per cent equity in respect of a particular Shared Ownership Housing Unit; or
 - 3.1.3 Occupy any Additional Affordable Housing (if applicable) for any purpose other than for Affordable Rented Housing and/or Shared Ownership Housing (as applicable) for the life of the Development save where a Shared Ownership Lessee has Staircased to 100 per cent equity in respect of a particular unit of Additional Affordable Housing.

4. DELIVERY OF AFFORDABLE HOUSING

- 4.1 The Owner shall provide:
 - 4.1.1 the wheelchair accessible Affordable Housing Units in accordance with the Affordable Housing Accommodation Schedule;

- 4.1.2 the wheelchair adaptable Affordable Housing Units in accordance with the Affordable Housing Accommodation Schedule.
- 4.2 The Owner shall ensure that the Affordable Housing Units and any Additional Affordable Housing (if applicable) are designed and constructed in accordance with the London Design Standards.
- 4.3 The Owner shall ensure that any Additional Affordable Housing Units (if applicable) are constructed in accordance with any Additional Affordable Housing Scheme.
- 4.4 The Owner shall unless otherwise agreed in writing by the Council following the submission of an Additional Affordable Housing Scheme (if applicable):
 - 4.4.1 provide any Affordable Rented Housing Units in the locations shown in the Additional Affordable Housing Scheme; and
 - 4.4.2 provide any Shared Ownership Housing Units in the locations shown in the Additional Affordable Housing Scheme.

5. AFFORDABLE RENTED HOUSING UNITS

5.1 The Affordable Rented Housing Units shall be provided in accordance with the following unit size mix and rent:

Unit Size	Number of Units	Weekly rent on first letting (exclusive of Service Charge)
1 bed	28	£144.26
2 bed	18	£152.73
3 bed	8	£161.22

and in accordance with the Affordable Housing Delivery Sequence Schedule.

5.2 The rents for the first and any subsequent lettings of any Affordable Rented Housing Units shall not exceed the relevant amounts set out in the table at paragraph 5.1, subject to an annual increase or decrease of 1 per cent (or such other rate of annual increase or decrease as may be required or permitted by statute from time to time) calculated from the date of first Occupation.

6. SHARED OWNERSHIP HOUSING UNITS

6.1 The Shared Ownership Housing Units shall be provided in accordance with the following unit size mix:

Unit Size	Number of Units
1 bed	67
2 bed	60
3 bed	4

and in accordance with the Affordable Housing Delivery Sequence Schedule.

- 6.2 The Shared Ownership Housing Units shall not be sold to any purchaser other than an Eligible Purchaser, except where Staircasing applies and where the Shared Ownership Lessee has Staircased to 100 per cent equity.
- 6.3 Each Shared Ownership Unit shall be marketed:
 - 6.3.1 on first sale exclusively to Eligible Purchasers who are within Priority Band 1 and Priority Band 2 for a period of at least 6 months with priority for any marketing and sales being given to Eligible Purchasers falling within Priority Band 1 and/or who are Local Residents (the "Exclusivity Period");
 - 6.3.2 following the expiry of the Exclusivity Period, the Shared Ownership Units may be marketed to Eligible Purchasers who are within Priority Band 3 in addition to Eligible Purchasers within Priority Band 1 and Priority Band 2; and
 - 6.3.3 paragraphs 6.3.1 and 6.3.2 shall apply mutatis mutandis to any subsequent sales of the Shared Ownership Units except where a Shared Ownership Lessee has Staircased to 100 per cent equity in the relevant Shared Ownership Unit.

7. DELIVERY OF THE AFFORDABLE RENTED UNITS AND TRANSFER OF THE SHARED OWNERSHIP HOUSING UNITS

- 7.1 Unless otherwise agreed by the GLA and the Council in writing the Owner covenants not to Occupy any of the Open Market Housing Units in Phase 2 unless and until:-
 - 7.1.1 the Affordable Housing Units (and any Additional Affordable Housing if applicable) located in Phase 1 have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule and the Affordable Housing Delivery Sequence Schedule;
 - 7.1.2 a freehold interest or a minimum 125 year leasehold interest on a full repairing and insuring basis in each of the Affordable Housing Units (and any Additional Affordable Housing if applicable) in Phase 1 have been granted to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for the Affordable Housing Units in Phase 1.
- 7.2 In relation to subsequent Phases 2 and 3 the Owner covenants not to Occupy the Open Market Housing Units in Phases 2 and 3 until:-
 - 7.2.1 the Affordable Housing Units (and any Additional Affordable Housing if applicable) located in the preceding Phase have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule and the Affordable Housing Delivery Sequence Schedule;
 - 7.2.2 a freehold interest or a minimum 125 year leasehold interest on a full repairing and insuring basis in each of the Affordable Housing Units (and any Additional Affordable Housing if applicable) for the preceding Phase have been granted to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for the Affordable Housing Units in that preceding Phase.
- 7.3 In relation to Phase 5 the Owner covenants not to Occupy more than 235 Open Market Housing Units until:-

- 7.3.1 the Affordable Housing Units (and any Additional Affordable Housing if applicable) located in Phase 5 have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule and the Affordable Housing Delivery Sequence Schedule;
- 7.3.2 a freehold interest or a minimum 125 year leasehold interest on a full repairing and insuring basis in each of the Affordable Housing Units (and any Additional Affordable Housing if applicable) in Phase 5 have been granted to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for the Affordable Housing Units in Phase 5.
- 7.4 The Owner shall provide evidence of the transfer of the freehold or leasehold interest of the Shared Ownership Housing Units referred to in paragraphs 7.1.2, 7.2.2 and 7.3.2 of this Schedule to the Council's Housing Development Partnership Manager within ten (10) Working Days of completion of each transfer.
- 7.5 The Owner covenants to procure that the Affordable Housing Provider shall enter into a Nominations Agreement in respect of the Affordable Rented Housing Units and that an Affordable Rented Housing Unit shall not be Occupied until a Nominations Agreement has been entered into in respect of that Affordable Rented Housing Unit.

8. MISCELLANEOUS PROVISIONS

- 8.1 The Owner covenants that prior to Practical Completion of the Affordable Housing Units:-
 - 8.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units shall be in place and shall meet all statutory requirements for such public sewerage and drainage;
 - 8.1.2 all private roads footways and footpaths (if any) serving the Affordable Housing Units shall be in place and shall be constructed and completed to the satisfaction of the Council;
 - 8.1.3 all private sewage and drainage pipes channels and gutters and all mains water gas (if applicable) and electricity pipes and cables shall be in place and shall be constructed laid and completed to the Affordable Housing Units to the satisfaction of the Council.

9. HOUSING GRANT

- 9.1 The Owner covenants that:-
 - 9.1.1 no Affordable Housing Grant shall be used to provide the Affordable Housing Base Provision required under this Deed; and
 - 9.1.2 subject to the prior approval of the Council, any Affordable Housing Grant secured shall only be used to provide Additional Affordable Housing Units and in the event that Affordable Housing Grant is received the Owner shall submit an Additional Affordable Housing Scheme to the GLA for approval.

PART 2

Viability Reassessment

1. VIABILITY REVIEW TRIGGER

- 1.1 Where Substantial Implementation has not occurred on or before the Review Date the Owner will carry out and submit a Viability Review within 20 Working Days of the date on which Substantial Implementation has occurred in accordance with the provisions of this Schedule 3.
- 1.2 The Owner shall notify the Council and the GLA in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council and the GLA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 1.3 Following notification of Substantial Implementation pursuant to paragraph 1.2 of this Part 2, the Owner shall afford the Council and the GLA (and their agents) access to the Land to inspect and assess whether or not the work which has been undertaken amounts to Substantial Implementation provided always that:
 - 1.3.1 the Council and the GLA shall provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - 1.3.2 the Council, the GLA and their agents shall comply fully with the Owner's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice;
 - 1.3.3 the Council, the GLA and their agents shall at all times be accompanied by the Owner or its agent.
- 1.4 The Council (and, if it elects to do so, the GLA) shall inspect the Land within 10 Working Days of receiving notice pursuant to paragraph 1.2 unless otherwise agreed in writing, and thereafter provide written confirmation to the Owner and the GLA within 10 Working Days of the inspection date as to whether or not the Council considers (with its reasoned justification) that the works undertaken amount to Substantial Implementation.
- 1.5 In the event that the Council fails to provide written confirmation to the Owner and the GLA as to whether or not the works undertaken amount to Substantial Implementation within 10 Working Days of the inspection date then the GLA shall inspect the Land within 10 Working Days and thereafter provide written confirmation within 5 Working Days to the Owner and Council as to whether or not the works undertaken amount to Substantial Implementation.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION

2.1 If a Viability Review is triggered pursuant to paragraph 1 of this Part 2, the Owner shall submit the Development Viability Information required pursuant to paragraph 1.1 above on an open book basis to the Council and the GLA within 20 Working Days of the date that Substantial Implementation occurs.

3. PROPOSALS FOR ADDITIONAL AFFORDABLE HOUSING OR AFFORDABLE HOUSING CONTRIBUTION

3.1 In the case of the Viability Review the Owner shall submit to the Council and the GLA together with any applicable Development Viability Information:

- 3.1.1 a written statement that applies the applicable Development Viability Information to Formula 1A and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing can be provided; and
- 3.1.2 where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme.

4. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION

- 4.1 In the case of a Viability Review, the Council and/or the GLA shall assess any submitted Development Viability Information and assess whether in its view Additional Affordable Housing is required to be delivered in accordance with Formula 1A and Formula 2 and for the avoidance of doubt the Council and the GLA will be entitled to rely on its own evidence in determining inputs into Formula 1A and Formula 2 subject to such evidence also being provided to the Owner, the Owner having the opportunity to comment thereon and the GLA and the Council shall have regard to those comments but for the avoidance of doubt shall in no way be bound by the Owner's comments.
- 4.2 If the Council's and/or the GLA's assessment pursuant to paragraph 4.1 of this Part 2 concludes that:
 - 4.2.1 a policy surplus arises following the application of Formula 1A but such policy surplus is insufficient to provide any units of Additional Affordable Housing pursuant to Formula 2; or
 - 4.2.2 a policy surplus arises following the application of Formula 1A but such policy surplus cannot deliver a complete number of units of Additional Affordable Housing pursuant to Formula 2;

then in either scenario any such policy surplus attributable to any incomplete units of Additional Affordable Housing shall be payable to the Council as a financial contribution towards offsite Affordable Housing within the Council's area.

- 4.3 The Owner will give the Council and the GLA not less than 20 Working Days' advance written notice of the date on which any Development Viability Information is intended to be submitted.
- 4.4 The Council and/or the GLA may appoint an External Consultant to assess any Development Viability Information they receive.
- 4.5 The Council shall not appoint any External Consultant without first consulting the GLA as to the identity of such External Consultant and the terms of his/her appointment.
- 4.6 In the event that the Council, the GLA or any External Consultant reasonably requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council, the GLA or any External Consultant (as applicable and with copy to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council, the GLA or any External Consultant (as applicable Consultant (as applicable) has all the information it reasonably requires.
- 4.7 The Council will notify the GLA in writing when the Council or its External Consultant has completed its assessment of any submitted Development Viability Information and shall provide a copy of any Council or External Consultant report to the GLA for approval (such approval not to be unreasonably withheld or delayed).

- 4.8 The Council will notify the GLA and the Owner in writing of its intended decision as to whether any Additional Affordable Housing is required.
- 4.9 The GLA shall in its absolute discretion confirm in writing if it approves any Council or External Consultant report and agrees with the Council's intended decision after receiving notice pursuant to paragraph 4.7 and 4.8 of this Part 2 and:
 - 4.9.1 the GLA may undertake its own assessment of the viability information or appoint an External Consultant to complete an assessment; and
 - 4.9.2 if the GLA agrees with the Council's intended decision that Additional Affordable Housing (as applicable) is required or if the GLA determines that Additional Affordable Housing is required the Owner shall deliver the Additional Affordable Housing in accordance with the provisions of this Schedule 3.
- 4.10 Where the Council or GLA assessment concludes that Additional Affordable Housing is required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council and the GLA for approval (such approval not to be unreasonably withheld or delayed) within 20 Working Days of the date on which it receives the Council's notice pursuant to paragraph 4.8 of this Part 2.
- 4.11 The Owner will pay to the Council and/or the GLA their respective costs which are reasonably and properly incurred in assessing any Development Viability Information including those of the External Consultant within 20 Working Days of receipt of a written request for payment, detailed breakdown of such costs and a supporting invoice.
- 4.12 The Owner shall not Occupy or permit Occupation of any of the Open Market Housing Units until any Additional Affordable Housing Scheme has been agreed pursuant to paragraph 4.6 or 4.10 of Part 2 of this Schedule 3.

5. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

- 5.1 Where it is determined pursuant to paragraph 4 of this Part 2 that Additional Affordable Housing is required pursuant to the Viability Review the Owner shall:
 - 5.1.1 prior to the relevant occupation restriction for that Phase containing Additional Affordable Housing set out in paragraph 7 of Part 1 of this Schedule:
 - 5.1.1.1 Practically Complete any Additional Affordable Housing in the relevant Phase in accordance with the Additional Affordable Housing Scheme approved by the GLA and make it available for Occupation;
 - 5.1.1.2 dispose of all the Additional Affordable Housing in the relevant Phase to an Affordable Housing Provider(s) 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 sub-paragraphs (a) and (b) and (c) below in relation to the units they are acquiring;
 - to comply and procure compliance with the terms of this Deed in so far as they relate to the Additional Affordable Housing;

- (b) to enter into a Nominations Agreement prior to first Occupation of any Affordable Rented Units provided as part of the Additional Affordable Housing;
- (c) not to amalgamate or sub-divide any Additional Affordable Housing and to ensure that a covenant to this effect is secured in each disposition of any Additional Affordable Housing;
- 5.1.1.3 procure that the Affordable Housing Provider(s) has entered into the Nominations Agreement with the Council in respect of any Additional Affordable Housing comprising Affordable Rented Housing in the relevant Phase;
- 5.1.1.4 pay any financial contribution identified in the Additional Affordable Housing Scheme that was not capable of providing one or more complete units of Additional Affordable Housing to the Council towards the delivery of off-site Affordable Housing provision within the Council's area.
- 5.2 The Owner shall not first Occupy more than the relevant number of Open Market Housing Units for a Phase containing Additional Affordable Housing set out in paragraph 7 of Part 1 of this Schedule unless and until:
 - 5.2.1 the requirements of paragraph 5.1 or 5.2 have been satisfied and full and satisfactory evidence of the same has been provided to the Council; or
 - 5.2.2 if paragraph 4.2 of this Part 2 of this Schedule 3 applies, any financial contribution has been fully paid to the Council by direct bank transfer to the Council's bank account.
- 5.3 For the avoidance of doubt the Additional Affordable Housing Scheme and Additional Affordable Housing referred to in this paragraph 5 shall be the Additional Affordable Housing Scheme and Additional Affordable Housing approved by the Council and the GLA pursuant to the Viability Review
- 5.4 The Parties agree that the terms of Part 1 of this Schedule 3 shall where relevant apply *mutatis mutandis* to the provision of any Additional Affordable Housing.

6. PUBLIC SUBSIDY

Nothing in this Schedule 3 shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus that is to be retained by the Owner following a Viability Review.

ANNEX TO SCHEDULE 3

FORMULA 1A

Surplus profit available for additional on-site affordable housing:

"Surplus profit" = ((A - B) - (D - E)) - P

Where:

- A = Estimated GDV for private residential component of development as determined at the time of review (£)
- $B = A \div (C + 1)$ Assumed application stage GDV for private residential component at the date of planning permission (£)
- C = Percentage change in value for the private residential component of the development from grant of planning permission to review date (Land Registry House Price Index ("HPI") for Barnet) (%)

Calculated by (HPI at review – HPI at grant of permission) divided by HPI at grant of permission as a percentage.

Example – If HPI is 345 at date of review and HPI was 275 at date of permission, C = 345 - 275 = 70; 70 / 275 = 25.45%

- D = Estimated build costs as determined at the time of review (£)
- E = D ÷ (F + 1) Assumed application stage build costs at the date of planning permission (£)
- F = Percentage change in build costs from grant of planning permission to review (by reference to BCIS All-in Tender Index ("BCIS TPI")) (%)

Calculated by (BCIS TPI at review – BCIS TPI at grant of permission) divided by BCIS TPI at grant of permission as a percentage.

Example – If BCIS TPI is 345 at date of review and TPI was 275 at date of permission, F = 345 - 275 = 70; 70 / 275 = 25.45%

- P = (A B) x Y Owner profit on change in GDV of private residential component (£)
- Y = 20% Owner profit as a percentage of GDV for the private residential component as determined as part of the review (%)

Notes:

- (A B) = Change in GDV of the private residential component of development from the date of planning permission to the date of review (£)
- (D E) = Change in build costs from the date of planning permission to the date of review (£)

FORMULA 2

To determine the amount of floorspace which can be converted into Additional Affordable Housing of which:

X = Additional Affordable Rented Housing requirement (habitable rooms)

 $X = ((E \times F) \div (A - B)) \div D$

Y = Additional Shared Ownership Housing requirement (habitable rooms)

 $Y = ((E \times G) \div (A - C)) \div D$

Where:

A = Average value of market housing per $m^2(\pounds)$

B = Average value of Affordable Rented Housing per $m^2(f)$

C = Average value of Shared Ownership Housing per m^2 (£)

and in the case of B and C the average values are to be based on the gross receipts due to the Owner on the disposal of the Affordable Housing Units adopting the contracted purchase prices of the Affordable Rented Housing and the Shared Ownership Housing and in respect of any Affordable Housing Units that have not been disposed of and are not subject to a contract for sale, adopting the Market Value for the units at the date of the Review which shall include the sums payable under any building contract for the Affordable Housing Units between the Owner and the purchaser of such units

D = Average habitable room size for scheme (m²)

E = Surplus profit available for additional affordable housing (as determined in Formula 1a) (£)

F = 30%

G = 70%

Travel Plans and Sustainable Transport

PART 1

1. TRAVEL PLAN CHAMPIONS

- 1.1 The Owner shall appoint a:
 - (a) Residential Travel Plan Champion no later than three months prior to the date of first Occupation of any of the Residential Units and shall submit the name and contact details of the appointed Residential Travel Plan Champion to the Council within five Working Days of the date of appointment of the Residential Travel Plan Champion;
 - (b) Flexible Workspace Travel Plan Champion prior to the date of first Occupation of any of the Flexible Workspace and shall submit the name and contact details of the appointed Flexible Workplace Travel Plan Champion to the Council within five Working Days after the date of appointment of the Flexible Workspace Travel Plan Champion;
 - (c) Café/Gym Travel Plan Champion prior to the date of first Occupation of any of the Café/Gym Units and shall submit the name and contact details of the appointed Café/Gym Travel Plan Champion to the Council within five Working Days after the date of appointment of the Café/Gym Travel Plan Champion
- 1.2 Unless otherwise agreed in writing by the Council the Owner covenants that the role of:
 - (a) the Residential Travel Plan Champion shall remain in place until the Travel Plan Review of the Residential Travel Plan which is to be undertaken on the expiry of five years following the date on which the final Residential Unit is Occupied has been completed and approved by the Council pursuant to paragraphs 2.3.1(b), 2.3.3 2.3.5 of this Part 1 of Schedule 4;
 - (b) the Flexible Workspace Travel Plan Champion shall remain in place until after the completion and approval of the Travel Plan Review of the Flexible Workspace Travel Plan to be undertaken in the fifth year of the date of first implementation of the Flexible Workspace Travel Plan;
 - (c) the Café/Gym Travel Plan Champion shall remain in place until after the completion and approval of the Travel Plan Review of the Café/Gym Travel Plan to be undertaken in the fifth year of the date of first implementation of the Café/Gym Travel Plan
- 1.3 The Owner shall notify the Council of any changes in the appointment or details of any of the Travel Plan Champions appointed pursuant to Paragraph 1.1 of this Part 1 of Schedule 4 within five Working Days of such change occurring

2. RESIDENTIAL TRAVEL PLAN

- 2.1 The Owner shall submit the Residential Travel Plan to the Council for approval no later than three months prior to the anticipated date of first Occupation of the Residential Units
- 2.2 The Owner shall not Occupy or permit Occupation of the Residential Units unless and until the Residential Travel Plan has been submitted to and approved by the Council

2.3 The Owner shall:

- 2.3.1 undertake TRICS and ATTrBuTE compliant surveys of occupiers of and visitors to the Residential Units:
 - (a) no later than six months after the date the first Residential Unit is Occupied; and
 - (b) in the same calendar month as the survey carried out pursuant to Paragraph 2.3.1(a) of this Part 1 of Schedule 4 on the first, third and fifth anniversary of the date the survey in Paragraph 2.3.1(a) of this Part 1 of Schedule 4 was first approved and thereafter every other year until five years after Occupation of the final Residential Unit

in accordance with Transport for London's "Standardised Approach to Monitoring";

- 2.3.2 submit a revised Residential Travel Plan to the Council incorporating results of the surveys carried out in paragraph 2.3.1(a) of this Schedule 4 within one month of conducting the surveys;
- 2.3.3 submit a Travel Plan Review undertaken of the Residential Travel Plan to the Council for approval within one month of the surveys carried out pursuant to paragraph 2.3.1(b) of this Part 1 Schedule 4;
- 2.3.4 revise the Residential Travel Plan and/or the Travel Plan Review submitted to the Council to incorporate any reasonable comments made by the Council within six weeks of receipt of the Council's written response to the Residential Travel Plan and/or the Travel Plan Review submitted to the Council;
- 2.3.5 promote and publicise the approved Residential Travel Plan and/or revised Residential Travel Plan and/or the Travel Plan Review within one month of the Council approving the same; and
- 2.3.6 implement the Residential Travel Plan by the dates or within the time limits set out in the approved Residential Travel Plan
- 2.4 In the event that the objectives and/or targets set out in the Residential Travel Plan and the Travel Plan Review have not been met the Owner shall in an updated Residential Travel Plan propose for the Council's approval measures that will be put in place to achieve those objectives and targets
- 2.5 The Owner shall provide a Travel Plan Welcome Pack to:
 - (a) the first occupiers of each Residential Unit within three months of the date the occupier first takes up Occupation of the relevant Residential Unit;
 - (b) subsequent occupiers of a Residential Unit if ownership or Occupation of the Unit changes within five years of the date the Residential Travel Plan is first implemented

3. RESIDENTIAL TRAVEL PLAN INCENTIVE FUND

3.1 On or before the date on which a Residential Unit is first Occupied the Owner shall provide the prospective Occupier of that Residential Unit with a travel voucher to the value of THREE HUNDRED POUNDS (£300.00) to be used by the Occupier of that Residential Unit to obtain any two Residential Travel Plan Incentives of their choice

3.2 The Owner shall submit a report to the Council at the end of years 1, 3 and 5 from the date of first Occupation or until the date on which the Residential Travel Plan Incentives Fund is fully expended (if that date occurs earlier), setting out details of the take up of the travel plan incentives

4. FLEXIBLE WORKSPACE TRAVEL PLAN

- 4.1 The Owner shall submit a Flexible Workspace Travel Plan (incorporating the results of surveys carried out in accordance with paragraph 3.2.1 below) to the Council for its approval in writing within six months of first occupation of the Flexible Workspace
- 4.2 The Owner shall:
 - 4.2.1 Conduct iTRACE and ATTrBuTE compliant surveys of staff, visitors and deliveries in accordance with Transport for London's 'Standardised Approach to Monitoring' within four months of first Occupation of the Flexible Workspace
 - 4.2.2 Revise the Flexible Workspace Travel Plan to incorporate any reasonable comments made by the Council within six weeks of submission to the Council of the Flexible Workspace Travel Plan
 - 4.2.3 Promote and publicise the agreed Flexible Workspace Travel Plan within two months of the Council's written approval of the Flexible Workspace Travel Plan
 - 4.2.4 Implement the Flexible Workspace Travel Plan by the dates or within the time limits set out in the approved Flexible Workspace Travel Plan
 - 4.2.5 Undertake and complete iTRACE and ATTrBuTE compliant monitoring surveys in accordance with Transport for London's 'Standardised approach to Monitoring' in the same calendar month as the baseline surveys referred to in paragraph 4.2.1 above in years 1, 3 and 5 of the date of first implementation of the Flexible Workspace Travel Plan
 - 4.2.6 Update the Flexible Workspace Travel Plan in years 1, 3 and 5 in light of the outcome of the monitoring surveys undertaken pursuant to paragraph 4.2.5 above and in accordance with the targets set out in the Flexible Workspace Travel Plan and submit a copy of the Travel Plan Review for the Flexible Workspace Travel Plan to the Council for approval within one month of carrying out the relevant monitoring surveys in years 1, 3 and 5
 - 4.2.7 In the event that the Flexible Workspace Travel Plan objectives and/or targets have not been met in any respect then the Travel Plan Review for the Flexible Workspace Travel Plan shall propose, for the Council's approval, the measures that will be put in place to achieve the Flexible Workspace Travel Plan objectives and targets
 - 4.2.8 Revise the Travel Plan Review for the Flexible Workspace Travel Plan to incorporate any reasonable comments made by the Council within 6 weeks of submission to the Council of the Travel Plan Review for the Flexible Workspace Travel Plan
 - 4.2.9 Promote and publicise the agreed Travel Plan Review of the Flexible Workspace Travel Plan within two months of the Council's approval of the Travel Plan Review for the Flexible Workspace Travel Plan

5. CAFÉ/GYM TRAVEL PLAN

- 5.1 The Owner shall submit a Café/Gym Travel Plan (incorporating the results of surveys carried out in accordance with paragraph 5.2.1 below) to the Council for its approval in writing within six months of first occupation of the Café/Gym Units
- 5.2 The Owner shall:
 - 5.2.1 Conduct iTRACE and ATTrBuTE compliant surveys of staff, visitors and deliveries in accordance with Transport for London's 'Standardised Approach to Monitoring' within four months of first Occupation of the Café/Gym Units
 - 5.2.2 Revise the Café/Gym Travel Plan to incorporate any reasonable comments made by the Council within six weeks of submission to the Council of the Café/Gym Travel Plan
 - 5.2.3 Promote and publicise the agreed Café/Gym Travel Plan within two months of the Council's written approval of the Café/Gym Travel Plan
 - 5.2.4 Implement the Café/Gym Travel Plan by the dates or within the time limits set out in the approved Café/Gym Travel Plan
 - 5.2.5 Undertake and complete iTRACE and ATTrBuTE compliant monitoring surveys in accordance with Transport for London's 'Standardised approach to Monitoring' in the same calendar month as the baseline surveys referred to in paragraph 5.2.1 above in years 1, 3 and 5 of the date of first implementation of the Café/Gym Travel Plan
 - 5.2.6 Update the Café/Gym Travel Plan in years 1, 3 and 5 in light of the outcome of the monitoring surveys undertaken pursuant to paragraph 5.2.5 above and in accordance with the targets set out in the Café/Gym Travel Plan and submit a copy of the Travel Plan Review for the Café/Gym Travel Plan to the Council for approval within one month of carrying out the relevant monitoring surveys in years 1, 3 and 5
 - 5.2.7 In the event that the Café/Gym Travel Plan objectives and/or targets have not been met in any respect then the Travel Plan Review for the Café/Gym Travel Plan shall propose, for the Council's approval, the measures that will be put in place to achieve the Café/Gym Travel Plan objectives and targets
 - 5.2.8 Revise the Travel Plan Review for the Café/Gym Travel Plan to incorporate any reasonable comments made by the Council within 6 weeks of submission to the Council of the Travel Plan Review for the Café/Gym Travel Plan
 - 5.2.9 Promote and publicise the agreed Travel Plan Review of the Café/Gym Travel Plan within two months of the Council's approval of the Travel Plan Review for the Café/Gym Travel Plan

6. TRAVEL PLAN MONITORING CONTRIBUTIONS

- 6.1 The Owner shall pay to the Council prior to Commencement of Development:
 - 6.1.1 the Residential Travel Plan Monitoring Contribution;
 - 6.1.2 the Office Travel Plan Monitoring Contribution; and
 - 6.1.3 the Café/Gym Travel Plan Monitoring Contribution

(together the "Travel Plan Monitoring Contributions")

6.2 The Owner shall not permit or cause Commencement of Development unless and until the Travel Plan Monitoring Contributions have been paid to the Council

7. CAR CLUB

- 7.1 The Owner shall:
 - 7.1.1 not permit Occupation of the Development unless and until the Car Club Scheme has been submitted to and approved by the Council in writing;
 - 7.1.2 use its reasonable endeavours to establish and promote a Car Club within the Development from the date of first Occupation of the Residential Units in the Development for use by residents and members of the public;
 - 7.1.3 provide the Council with quarterly written updates on the steps taken and the progress being made to establish a Car Club on the Land;
 - 7.1.4 notify the Council in writing of the name and address of the operator of the Car Club (if a Car Club has been established) prior to Occupation of the Development;
 - 7.1.5 if a Car Club is established provide at least two car parking spaces on the Land for the sole use of the Car Club and submit details of the location of the said car parking spaces to the Council;
 - 7.1.6 retain the two car parking spaces provided pursuant to paragraph 7.1.5 above for the sole use and for the duration of the Car Club; and
 - 7.1.7 publicise annually and provide details of how to become a member of the Car Club within the Owner's marketing materials promoting the Development and on the Owner's website from the date when the Car Club first becomes available to occupiers of the Development
- 7.2 The Owner shall:
 - 7.2.1 notify the Council in writing if it is unable to establish the Car Club or the Car Club operator no longer utilises the two car parking spaces reserved for use of the Car Club; and
 - 7.2.2 use reasonable endeavours for a period of 6 months from the date that it notified the Council under paragraph 7.2.1 above to secure another Car Club operator to provide the Car Club within the Development and provide the Council with evidence of attempts to secure another Car Club operator and if having used such reasonable endeavours the Council agrees that it is unable to secure another Car Club operator then the provisions of this paragraph 7 shall no longer apply.

8. BUS STOP RELOCATION WORKS

8.1 The Owner shall not commence the Bus Stop Relocation Works until it has entered into a Highway Agreement with the Council in respect of the Bus Stop Relocation Works which is in a form reasonably acceptable to the Council in consultation with TfL.

8.2 The Owner shall not permit the Occupation of the Development until the Bus Stop Relocation Works have been completed to the reasonable satisfaction of the Council (in consultation with TfL)

9. HIGHWAY WORKS

- 9.1 The Owner shall not commence the Highway Works until it has entered into a Highways Agreement with the Council to secure the delivery of the Highway Works
- 9.2 The Owner shall not permit Occupation of Phase 1 until the Highway Works fronting Phase 1 have been completed to the reasonable satisfaction of the Council unless otherwise agreed with the Council
- 9.3 The Owner shall not permit Occupation of Phase 4 until Highway Works fronting Phase 4 have been completed to the reasonable satisfaction of the Council unless otherwise agreed with the Council
- 9.4 The Owner shall not permit Occupation of Phase 5 until Highway Works fronting Phase 5 have been completed to the reasonable satisfaction of the Council unless otherwise agreed with the Council

10. CONTROLLED PARKING ZONE

- 10.1 The Owner covenants to pay the CPZ Contribution to the Council prior to Commencement of Development
- 10.2 The Owner shall not cause or permit the Commencement of Development until the Owner has paid the CPZ Contribution

11. CONTROLLED PARKING ZONE PERMIT PROHIBITION

- 11.1 The Owner covenants:
 - 11.1.1 not to Occupy or permit any person to Occupy a Residential Unit unless and until such person has been given advance notice in writing of the provisions in paragraph 11.1.4 hereof either by way of a written letter or notice or by specific reference being made in a contract for sale and purchase and/or the associated title or marketing pack of information;
 - 11.1.2 to ensure that all Occupiers are notified in writing that (unless they are holders of a Disabled Persons Badge) whilst an Occupier they are prohibited from applying for a resident's parking permit to park a vehicle on the public highway in a Controlled Parking Zone;
 - 11.1.3 to ensure that all relevant materials which they publish and any agreements entered into by them or their agents for the purpose of selling or letting properties in the Development notify potential purchasers or tenants of the restrictions set out in paragraph 11.1.4 below; and
 - 11.1.4 that they and their successors in title to the Residential Units hereby waive, whilst Occupiers, all rights and entitlement to a resident's parking permit to park in a Controlled Parking Zone (unless the Occupier concerned is or becomes entitled to a Disabled Person's Badge) and they shall not permit any person to Occupy a Residential Unit unless such person has waived all rights and entitlement to a resident's parking permit as above and where such person has been notified by the Owner in accordance with paragraphs 11.1.1

and 11.1.2 above that person shall be taken as having waived all such rights and entitlement

11.2 Where the Owner has notified an Occupier of a Residential Unit of the restriction pursuant to paragraph 11.1.4 the Owner's obligation shall be discharged and if such resident has applied or obtained a permit the Council may only be entitled to take action against that resident and not against the Owner

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PART 2

- 1. The main purpose of the Travel Plans is to encourage more sustainable travel for both people and goods and to reduce single occupancy/ single passenger car travel and to reduce, consolidate or eliminate delivery trips to and from the Land by imposing controls and incentives in respect of the transport of all persons and goods to and away from the Land
- 2. The Travel Plans will outline measures designed to encourage persons working, residing or visiting the Land to use means of transport other than the car for journeys or promote high occupancy of vehicles used in accordance with the objectives in paragraph 3 and to introduce measures to manage deliveries and servicing.
- 3. The Travel Plans are to meet the following objectives:-
 - reduce parking on the road network adjoining the Land and the areas surrounding it
 - reduce car dependency
 - optimise car occupancy

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- manage travel demand as efficiently as possible
- promote opportunities for access by non-car modes
- promote active travel as part of a healthy lifestyle
- raise awareness of the impact of travel on the environment and the benefits of more sustainable forms of travel
- provide appropriate on-site facilities to encourage walking and use of bicycles
- ensure that the allocation of parking spaces is efficiently managed and in support of the Travel Plan objectives
- reduce, consolidate or eliminate delivery trips
- provide information showing all public transport, pedestrian and cycle links to and within the Land. The information shall include timetables, route maps and other information relating to local bus services and links to local underground and rail services
- provide initiatives for promoting walking, cycling and public transport including identifying routes within the Land and in the surrounding area to encourage local journeys to be made on foot, cycle, bus or underground and the provision of changing facilities within the Land
- provide car sharing initiatives to be used as an effective way of minimising parking and improving environmental conditions
- discourage car ownership by encouraging membership of a Car Club
- The Travel Plans shall also include measures to monitor the number of person trips to and from the Land:

- in single occupancy vehicles
- by travel mode
- by time of day

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- by duration of stay
- 5. The Travel Plans will outline the programme for the implementation of the measures and shall contain measures and targets for the monitoring of the way in which the objectives outlined in the Travel Plans are being met

Open Space and Design

- 1. The Owner shall use reasonable endeavours to transfer the freehold interest in the Open Space Land to the Council within six months of Commencement of the Development unless otherwise agreed with the Council in writing.
- 1.1 The terms on which the Owner shall transfer the Open Space Land to the Council shall include that the transfer shall:-
 - 1.1.1 be for nil consideration
 - 1.1.2 be free of all financial charges and other encumbrances that may materially affect use of the Open Space Land by the public
 - 1.1.3 be with vacant possession
 - 1.1.4 include a restriction on the use of the Open Space Land for sports pitches and associated ancillary uses and development
 - 1.1.5 include a restriction on the users of the Open Space Land to access the Open Space Land from the Development
 - 1.1.6 include provisions for the prior approval of the Owner (acting reasonably) for any development of the Open Space Land in connection with its use for sports pitches
 - 1.1.7 include compliance with the Owner's reasonable estate covenants in respect of the Development
 - 1.1.8 reservation of rights to the Owner to access and lay, renew, maintain, repair and replace any service media in, on or under the Open Space Land required by the Owner for the Development at the Owner's expense
 - 1.1.9 require the Council to maintain the Open Space Land in a clean and tidy condition
 - 1.1.10 such other reasonable terms as the Council and the Owner shall agree

PROVIDED ALWAYS THAT the Owner shall continue to maintain the Open Space Land in a clean and tidy condition until the transfer to the Council has been completed.

1.2 The Open Space Land shall be retained for sports pitches and associated ancillary uses and development in perpetuity and remain publicly accessible with unrestricted access to residents of the Development.

2. PROVISION OF OPEN SPACE LAND

2.1 The Council shall be responsible for applying for and shall use all reasonable endeavours to obtain all necessary statutory consents, approvals and authorisations required for the purpose of securing improvements to the Open Space Land.

3. GREEN SPACES CONTRIBUTION

3.1 The Owner covenants to pay the Green Spaces Contribution to the Council in the following instalments:-

- 3.1.1 50% on Commencement (First Instalment)
- 3.1.2 50% prior to Occupation of 50 Open Market Housing Units (Second Instalment).
- 3.2 The Owner shall not permit or cause Commencement of the Development unless and until the First Instalment has been paid to the Council.
- 3.3 The Owner shall not permit or cause more than 50 Open Market Housing Units to be Occupied unless and until the Second Instalment has been paid to the Council.

4. GROUND WORKS CONTRIBUTION

- 4.1 The Owner covenants to pay the Ground Works Contribution to the Council prior to Commencement of the Development to be used by the Council for an agronomy survey and its implementation.
- 4.2 The Owner shall not cause or permit Commencement of Development unless and until the Ground Works Contribution has been paid to the Council.

5. PROVISION OF PUBLIC ROUTES

- 5.1 The Owner covenants not to Practically Complete the Development until all of the Public Routes have been constructed in accordance with the Planning Permission and brought into beneficial use and (subject to paragraph 6 below) made accessible to members of the public free-of-charge 24 hours a day.
- 5.2 Subject to paragraph 6 below to ensure that all Public Routes are retained and remain available for public access free-of-charge 24 hours a day in perpetuity from the date the Public Routes are brought into beneficial use and made accessible to members of the public.
- 5.3 To submit a Public Routes Management and Maintenance Plan to the Council prior to first Occupation of the Development.
- 5.4 Not to Occupy more than 50% of the Open Market Housing Units until the Public Routes Management and Maintenance Plan has been approved by the Council.
- 5.5 To manage and maintain the Public Routes in accordance with the Approved Public Routes Management and Maintenance Plan (subject to any minor amendments agreed in writing with the Council from time to time).

6. TEMPORARY CLOSURE OF PUBLIC ROUTES

- 6.1 The Owner is permitted to temporarily close any part of the Public Routes if such closure is reasonably and urgently necessary for public safety or emergency maintenance PROVIDED THAT:
 - 6.1.1 the Owner shall re-open that part of the Public Routes temporarily closed as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request unless otherwise agreed; and
 - 6.1.2 the Owner shall use reasonable endeavours to provide a suitable alternative means of public access if such alternative access route is reasonably necessary.

- 6.2 The Owner is permitted to temporarily close any part of the Public Routes for necessary maintenance, cleansing or repair in accordance with the relevant Approved Public Routes Management and Maintenance Plan PROVIDED THAT:
 - 6.2.1 where such temporary closure occurs for three Working Days or longer it has obtained the Council's prior approval in writing, such approval not to be unreasonably withheld or delayed;
 - 6.2.2 the Owner shall re-open that part of the Public Routes as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request unless otherwise agreed; and
 - 6.2.3 the Owner shall use reasonable endeavours to provide a suitable alternative means of public access if such alternative access route is reasonably necessary.
- 6.3 The Owner is permitted to close any part of the Public Routes for one day a year to prevent the creation of a public right of way over that part of the Public Routes by prescription or operation of law PROVIDED THAT the Owner shall not be permitted to close any part of the Public Routes pursuant to this paragraph 6.3 in the year of any temporary closure of that part of the Public Routes under paragraphs 6.1, 6.2 or 6.4 if such closure is sufficient to prevent the creation of a public right of way over that part of the Public Routes.
- 6.4 The Owner is permitted to temporarily close any part of the Public Routes if it is reasonably required for construction (including development or redevelopment of adjoining buildings and structures and for the placing or replacing of underground services) in the vicinity of that part of the Public Routes PROVIDED THAT the Owner shall re-open that part of the Public Routes as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request unless otherwise agreed.

7. ARCHITECT

- 7.1 The Owner shall use reasonable endeavours to employ the Architect on an overseeing/consultative role (in addition to the architect(s) appointed to carry out the detailed design) for the replacement Cruciform building which forms part of Phase 5 of the Development until Practical Completion of the Cruciform building PROVIDED THAT the Architect remains willing and able to fulfil such role and that such employment is capable of being secured on reasonable commercial terms.
- 7.2 Should the Architect not be appointed or continue to be appointed in accordance with paragraph 7.1 above the Owner shall notify the GLA and the Council of this fact and shall use reasonable endeavours to appoint a replacement architect of a similar calibre and reputation on the same terms as paragraph 7.1 as soon as reasonably practicable and shall notify the GLA and the Council of the identity of the replacement architect as soon as reasonably practicable thereafter.

Miscellaneous Contributions

1. MAJOR HIGHWAYS IMPROVEMENT CONTRIBUTION

- 1.1 The Owner covenants to pay that part of the Major Highways Improvement Contribution as is specified by the Council prior to Occupation of 184 of the Open Market Housing Units on the Development based on a suitably designed, appropriately costed and agreed scheme for implementation of the Bittacy Hill/Frith Lane junction improvement.
- 1.2 The Owner shall not cause or permit the Occupation of more than 183 of the Open Market Housing Units unless and until the Major Highways Improvement Contribution has been paid to the Council.

2. STEP FREE TUBE ACCESS CONTRIBUTION

- 2.1 The Owner covenants to pay the Step Free Tube Access Contribution to the Council (for payment to TfL in accordance with paragraph 2.3 below) prior to Occupation of 133 Open Market Housing Units.
- 2.2 The Owner shall not cause or permit the Occupation of more than 132 Open Market Housing Units until the Step Free Tube Access Contribution has been paid to the Council (for payment to TfL in accordance with paragraph 2.3 below).
- 2.3 The Council covenants with the GLA and for the benefit of TfL:
 - 2.3.1 to notify TfL of receipt of the Step Free Tube Access Contribution within 30 days of receipt;
 - 2.3.2 (subject to the Council receiving the payment of the Step Free Tube Access Contribution from the Owner and subject to paragraph 2.2 of Schedule 9) to pay to TfL:
 - 2.3.2.1 the sum of £150,000 (ONE HUNDRED AND FIFTY THOUSAND POUNDS) from the Step Free Tube Access Contribution to TfL within 14 Working Days of receipt from TfL of a works programme with a confirmed start on site date;
 - 2.3.2.2 the sum of £150,000 (ONE HUNDRED AND FIFTY THOUSAND POUNDS) to TfL within 14 Working Days of being notified by TfL in writing that the works for the provision of step-free access to Mill Hill East Station are practically complete.

Skills, Enterprise, Employment and Training

1. EMPLOYMENT AND TRAINING CONTRIBUTION

- 1.1 The Owner shall pay the Employment and Training Contribution in instalments as follows:
 - 1.1.1 25% prior to Commencement (the First ET Instalment);
 - 1.1.2 25% prior to Occupation of the 92nd Open Market Housing Units (the Second ET Instalment);
 - 1.1.3 25% prior to Occupation of the 184th Open Market Housing Units (the Third ET Instalment); and
 - 1.1.4 25% prior to Occupation of the 276th Open Market Housing Units (the Fourth ET Instalment)
- 1.2 The Owner shall not permit or cause:
 - 1.2.1 Commencement of the Development unless and until the First ET Instalment has been paid to the Council;
 - 1.2.2 the Occupation of more than 91 Open Market Housing Units unless and until the Second ET Instalment has been paid to the Council;
 - 1.2.3 more than 183 Open Market Housing Units to be Occupied unless and until the Third ET Instalment has been paid to the Council;
 - 1.2.4 more than 275 Open Market Housing Units to be Occupied unless and until the Fourth ET Instalment has been paid to the Council

2. APPRENTICESHIPS/WORK PLACEMENTS

- 2.1 Unless otherwise agreed with the Council the Owner shall deliver a minimum of twenty (20) and maximum of twenty four (24) Apprenticeships (the exact number to be agreed between the Council and the Owner) during the construction and fit-out phases of the Development in accordance with a programme to be agreed with the Council's Skills and Enterprise team prior to the Commencement of Development
- 2.2 The Level 2/3 Apprenticeships and the Level 4/Higher Apprenticeships to be delivered pursuant to paragraph 2.1 shall:
 - 2.2.1 be accredited Apprenticeships as defined in the National Apprenticeship Framework (or, with the agreement of the Council, any subsequent scheme which replaces this); and
 - 2.2.2 include the cost of wages (to be aligned with a living wage) support training costs, college release and the provision of tools and equipment necessary for the relevant Apprenticeship; and
 - 2.2.3 be specifically targeted for the benefit of persons living within the administrative area of the Council; and

- 2.2.4 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
- 2.2.5 comply with guidance from the National Apprenticeship Service (or any subsequent organisation which replaces this) regarding the delivery of accredited Apprenticeships
- 2.3 The Owner shall:
 - 2.3.1 provide sufficient work placement for the Level 2/3 Apprenticeships and the Level 4/Higher Apprenticeships to be delivered under this Deed; and
 - 2.3.2 procure that each apprentice completes the relevant full Apprenticeship programme
- 2.4 In the event that an apprentice resigns from (or fails to complete) an Apprenticeship programme required under this paragraph 2 the Owner shall use reasonable endeavours to re-provide a replacement Apprenticeship within three (3) calendar months of that apprentice withdrawing from the programme to ensure completion of the Apprenticeships required under paragraph 2.1

Local Employment Agreement

- 2.5 Prior to Commencement of the Development, the Owner shall provide the Council's Skills and Enterprise team and the Skills and Enterprise Partners with a local employment agreement in accordance with the Council's SPD on employment, enterprise and training, to provide details of:
 - 2.5.1 forecasting details of trades or occupational areas offering opportunities during the operational phase of the Development;
 - 2.5.2 at least two months' notice of Apprenticeship vacancies;
 - 2.5.3 reasonable endeavours to achieve a local labour target of 30%;
 - 2.5.4 reasonable endeavours to incorporate the local supply chain and reporting on performance in incorporating the local supply chain; and
 - 2.5.5 at least 20 (Twenty) but up to 24 (Twenty Four) Apprenticeships over the life of the scheme, of which at least 7 are to be Level 4/Higher Apprenticeships
- 2.6 The Owner shall work with the Skills and Enterprise Partners (as nominated by the Council's Skills and Enterprise team) both to advertise the vacancies locally and also to source eligible candidates from which to recruit to the vacancies

3. Flexible Workspace Management Plan

- 3.1 The Owner shall:
 - 3.1.1 submit the Flexible Workspace Management Plan to the Council for approval prior to Commencement of Phase 5 of the Development;
 - 3.1.2 not Commence Phase 5 of the Development until the Flexible Workspace Management Plan has been approved in writing by the Council (the "Approved Flexible Workspace Management Plan");

- 3.1.3 use reasonable endeavours to implement and comply at all times with the Approved Flexible Workspace Management Plan;
- 3.1.4 monitor the implementation of the Approved Flexible Workspace Management Plan and provide sufficient monitoring information to the reasonable satisfaction of the Council on the date that is the first anniversary of approval of the Approved Flexible Workspace Management Plan and subsequent anniversaries for years 2, 3, 4 and 5
- 3.2 The Owner may submit revisions to the Approved Flexible Workspace Management Plan to the Council for approval, and where approval is granted, references to the Approved Flexible Workspace Management Plan shall be deemed to be a reference to the Approved Flexible Workspace Management Plan as revised
- 3.3 If (following receipt of the monitoring information pursuant to paragraph 3.1.4 above) the Council considers (acting reasonably) that the Approved Flexible Workspace Management Plan is not operating effectively, it shall within 20 Working Days of receipt of the monitoring information provided pursuant to paragraph 3.1.4 specify (together with its reasoned justification for doing so) such reasonable amendments as it considers reasonably necessary to ensure the effective operation of that Approved Flexible Workspace Management Plan and the Owner shall thereafter use reasonable endeavours to implement such amendments as soon as reasonably practicable
- 3.4 In the event that having used reasonable endeavours to market and manage the Flexible Workspace in accordance with the Approved Flexible Workspace Management Plan for a period of 8 months from the date of approval of the Approved Flexible Workspace Management Plan there is insufficient occupier demand for such units then the Owner shall:
 - 3.4.1 notify the Council of such insufficient occupier demand; and
 - 3.4.2 provide evidence of its attempts to market and manage the Flexible Workspace over the 8 month period and if having used its reasonable endeavours the Council agrees there is insufficient occupier demand the Flexible Workspace Management Plan will be reviewed within 60 days of the Owner notifying the Council with the objective of changing the occupancy to an alternative occupier model to be agreed by all Parties that ensures the use of the relevant units
 - 3.4.3 implement any agreed review of the Flexible Workspace Management Plan unless otherwise agreed by the parties

Cycle and Pedestrian Provisions

1. CYCLE AND PEDESTRIAN ROUTE CONTRIBUTION

1.1 The Owner shall:

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- 1.1.1 pay the Cycle and Pedestrian Route Contribution to the Council prior to the Occupation of 184 of the Open Market Housing Units; and
- 1.1.2 not permit or cause the Occupation of more than 183 of the Open Market Housing Units on the Development unless and until the Cycle and Pedestrian Route Contribution has been paid to the Council

Council's Covenants

1. TRAVEL PLANS

- 1.1 The Council shall:
 - 1.1.1 notify the Owner of any amendments which the Council requires to any of the Travel Plans and/or Travel Plan Review Report within two months of receiving such Travel Plan and/or Travel Plan Review Report from the Owner;
 - 1.1.2 in the event that it proposes not to put forward any amendments pursuant to paragraph 1.1.1 of this Schedule, approve the relevant draft Travel Plan or relevant Travel Plan Review Report in writing as soon as possible and in any case no later than one month from the date of receiving such Travel Plan and/or Travel Plan Review Report from the Owner;
 - 1.1.3 within one month of receiving an amended Travel Plan or Travel Plan Review Report incorporating the amendments requested pursuant to paragraph 1.1.1 of this Schedule provide the Owner with written approval of such amended Travel Plan or Travel Plan Review Report.

2. USE AND REPAYMENT OF CONTRIBUTIONS

- 2.1 The Council covenants to spend (or commit for expenditure) all the financial contributions paid by the Owner under this Deed only for the purposes specified in the relevant Schedules of this Deed for which each of the contribution was paid (or for such other purposes for the benefit of the Development as the Council and the Owner shall agree).
- 2.2 The Council covenants not to pay any part of the Step Free Tube Access Contribution to Transport for London until it has received a written confirmation from Transport for London that it will use the Step Free Tube Access Contribution paid only for the relevant purposes specified in this Deed.
- 2.3 Unless as otherwise expressly stated in paragraph 2.3 of this Schedule, if any part of the financial contributions paid by the Owner to the Council under this Deed has not been spent or (committed for expenditure) by the Council:
 - 2.3.1 at the expiry of ten years from the date the contribution was paid, or
 - 2.3.2 in the case of contributions paid in instalments at the expiry of ten years from the date the last instalment of the contribution was paid

the Council shall repay any unexpended balance of the relevant contribution to the Owner (including any interest accrued on such unexpended balance) within two months of receipt of a written notice of demand from the Owner PROVIDED ALWAYS THAT the provisions of this paragraph 2.3 of this Schedule shall not apply to the Monitoring Contribution and the Travel Plan Monitoring Contribution.

- 2.4 The Council shall deposit all monies paid by the Owner pursuant to the provisions of any Schedule of this Deed into an Interest Bearing Account for the period during which all or any of the monies remain unexpended by the Council.
- 2.5 From time to time if reasonably requested by the Owner in writing (but not more than once in each year) the Council shall provide to the Owner returns showing:-

- 2.5.1 the total amounts that it has received from the Owner under this Deed up to the reporting date; and
- 2.5.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred the expenditure.

3. GREEN SPACES CONTRIBUTION

- 3.1 The Council covenants to use the Green Spaces Contribution for the Open Space Land towards:
 - 3.1.1 the preparation and laying out of the sports pitches, including levelling and drainage;
 - 3.1.2 the construction of a pavilion;
 - 3.1.3 the construction of service roads;
 - 3.1.4 ancillary facilities, including but not limited to fencing, flood lighting, drainage and score boards; and
 - 3.1.5 all professional fees and services associated with but not limited to the design, planning, specification, construction and project management of the items listed above.

4. MISCELLANEOUS COVENANTS

- 4.1 The Council covenants:
 - 4.1.1 that where the Owner is required under the terms of this Deed to submit to the Council a specification, strategy, scheme or programme for approval, the Council shall notify the Owner of any amendments it proposes to such specification, strategy, scheme or programme within a reasonable time and in any event no later than 21 days from the date of submission of the relevant specification, strategy, scheme or programme; and
 - 4.1.2 that it shall notify the Owner in writing of its approval of the relevant specification, strategy, scheme or programme within 7 days from the date the relevant specification, strategy, scheme or programme is agreed by the Council and the Owner.

APPENDIX 1

AFFORDABLE HOUSING DELIVERY SEQUENCE SCHEDULE

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Phase 1	Block	Private Units	Α	ffordable Housing Unit	5	Total Units
			Rented	<u></u>	<u>Units</u>	
1	D1	-	25	-	25	25
	D2	-	27	-	27	27
Sec. Sec. 2	E1	14	2	18	20	34
	E2	14	-	19	19	33
	C1	13	-	1	1	14
		41	54	38	92	133
2	Houses	7.	×	-	-	7
	F1	6	-	8	8	14
	F2	8	-	9	9	17
	F3	12	-	10	10	22
		33	-	27	27	60
3	Houses	5	-	-	-	5
	G1	20	-	7	7	27
	G2	20		7	7	27
		45	-	14	14	59
4	J1	17		-	-	17
	J2	18	~	-	-	18
	J3	16	-	-	-	16
	K2	17	-	-	-	17
	K1	17	7	-		17
		85				85
5	B2	17	-	25	25	42
	B1	15	-	27	27	42
	А	24	-	-		24
	C2	15	-	-		15
		71		52	52	123
		275	54	131	185	460

APPENDIX 2

AFFORDABLE HOUSING ACCOMMODATION SCHEDULE

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Accommodation Schedule Flat No. Lev B1.00.1 00	dule	35% Affordabl	35% Affordable by Habitable Rooms - 30% Affordable Rented / 70% Shared Ownership	- 30% Afforda	ble Rented / 70	% Shared Owne	ership
Flat No. B1.00.1 B1.00.2							A NUMBER OF A DESCRIPTION OF A DESCRIPTI
B1.00.1 B1.00.2	Level	Block	Type	Beds	Hab Rms	Tenure	Notes
B1.00.2	0	B1	Flat	2	3	S/O	
C 00 FG	0	B1	Flat	1	2	S/0	
1 e.uu.1 a	0	B1	Flat	2	3	S/O	
B1.00.5	0	B1	Flat	2	3	S/O	
B1.00.6	0	B1	Flat	1	2	S/O	
B1.00.7	0	B1	Flat	2		S/O	
B1.01.2	F.	B1	Flat	T	2	S/0	
B1.01.3	2	B1	Flat	2	3	S/0	
B1.01.5	1.	81	Flat	2	3	S/0	
B1.01.6	-1 -	B1	Flat	1	2	S/O	
D1.1.2		01 1	Flat	2	လာ	Rented	
D1.1.3	1	D1	Flat	2	က	Rented	Wheelchair Accessible
D1.1.4	1	D1	Flat	2	က	Rented	Wheelchair Accessible
D1.1.5	1	D1	Flat	2	က	Rented	
D1.1.6	-	D1	Flat	4	2	Rented	
D1.2.1	2	D1	Flat	F	2	Rented	
D1.2.2	2	D1	Flat	2	က	Rented	
D1.2.3	2	D1	Flat	3	4	Rented	
D1.2.4	2	D1	Flat	3	4	Rented	
D1.2.5	2	D1	Flat	2	e	Rented	
D1.2.6	2	D1	Flat	1	2	Rented	
D1.2.7	2	D1	Flat	2	3	Rented	
D1.3.1	3	D1	Flat	1	2	Rented	
D1.3.2	<i>с</i> о	D1	Flat	2	3	Rented	

Mill Hill Affordable Schedule 35% (30-70 AR-SO)

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Accommodation Schedule 35% Affordable b Flat No. Level Block D1.3.5 3 D1 D1.3.7 3 D1 D1.3.7 3 D1 D1.4.5 4 D1 E2.0.5 0 E2 E2.0.5 0 E2 E2.0.5 0 E2 E2.1.5 1 E2 E2.1.5 1 E2 E2.1.6 1 E2 E2.1.5 1 E2 E2.1.5 1 E2	S/O	Rented			
Level 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	35% Affordable by Habitable Rooms - 30% Affordable Rented / 70% Shared Ownership	s - 30% Afforda	ble Rented / 70'	% Shared Owne	ership
	Block Type	Beds	Hab Rms	Tenure	Notes
w w w 4 4 4 4 4 4 4 0 0 0 0 0 0 w		3	4	Rented	
w w w 4 4 4 4 4 4 4 0 0 0 0 0 0 v	D1 Flat	3	4	Rented	
 ω ω 4 4 4 4 4 4 4 4 000000 + + + - ω 	D1 Flat	2	က	Rented	
0 0 <td>D1 Flat</td> <td>1</td> <td>2</td> <td>Rented</td> <td></td>	D1 Flat	1	2	Rented	
4 4 4 4 0 0 0 0 1 1 1	D1 Flat	2	S	Rented	
4 4 4 4 0 0 0 1 1 1	D1 Flat	3	4	Rented	
4 4 4 0 0 0 1 1 1	D1 Flat	3	4	Rented	
4 4 <t< td=""><td>D1 Flat</td><td>2</td><td>က</td><td>Rented</td><td></td></t<>	D1 Flat	2	က	Rented	
4 14 4 0 0 0 0 0 0	D1 Flat	1	2	Rented	
14 4 0 0 0 0 0 0 V	D1 Flat	1	2	Rented	
400000++++0			CC1	DS/JSrd	
		F	2	S/O	
00000++++	E2 Flat	3	4	S/O	Wheelchair Adaptable
	E2 Flat	3	4	S/O	
× 0 0 0		2	3	S/O	
N 0 0	E2 Flat	A STATES	2	S/O	
2 0	E2 Flat	1	2	S/O	
2 - 1 - 1	E2 Flat	3	4	S/O	Wheelchair Adaptable
2	E2 Flat	2	3	SIO	
2 - 7	E2 Flat	1	2	SIO	
2	E2 Flat		2	S/O	
2	E2 Flat	1	2	S/O	
	E2 Flat	2	3	S/O	
E2.2.4 2 E2	E2 Flat		2	S/O	

Mill Hill Affordable Schedule 35% (30-70 AR-SO)

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NIMR, Mill Hill, NW7 1AA	NW7 1AA		S/O	Rented			
Accommodation Schedule	chedule	35% Afforda	35% Affordable by Habitable Rooms - 30% Affordable Rented / 70% Shared Ownership	- 30% Afforda	able Rented / 70	% Shared Owners	hip
Elat No	l avol	Block	Tuno	Bodo	Uch Dwo	Tomme	Notae
F926		E3	Lype Flat	Peds		c lo	NOIES
E2.2.6	2	E2	Flat	+ ~-	2 4	S/O	
E2.3.4	3	E2	Flat	-	2	S/O	
E2.3.5	3	E2	Flat	1	2	S/O	
E2.3.6	3	E2	Flat	L	2	S/O	
E2.4.4	4	E2	Flat	1	2	S/O	
E2.4.5	4	E2	Flat		2	S/O	
E2.4.6	4	E2	Flat	L	2	S/O	
F1.0.1	0	F4	Flat	2	3	S/O	
F1.0.4	0	F1	Flat	2	S	S/O	
L 4 4 4		T.L	712		C		

Mill Hill Affordable Schedule 35% (30-70 AR-SO)

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THE COMMON SEAL of THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET was hereunto affixed in the presence of:-

1 Yad monitoring officer Assurance Director:

Head of Governance:

THE COMMON SEAL OF THE MEDICAL RESEARCH COUNCIL was hereunto

affixed in the presence of:-

Name

Signature

JOHN SAVILL

Member of Council

Signature Name

Hugh Dunlop HUGH DUNCOP

Director

THE COMMON SEAL OF THE GREATER LONDON AUTHORITY

was hereunto affixed in the presence of

A Duly Authorised Officer

F. Flet-der Smith





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