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NORTH LONDON WASTE AUTHORITY  
NORTH LONDON HEAT AND POWER  
PROJECT

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DEVELOPMENT CONSENT OBLIGATIONS

The Planning Act 2008 The Infrastructure  
Planning (Applications: Prescribed  
Forms and Procedure) Regulations 2009  
Regulation 5 (2) (q)

AD03 ■ 03

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Revision 2 |

August 2016

**Dated**

~~(1) — The London Borough of Enfield~~

~~(2) — LondonWaste Limited~~

~~(3) — North London Waste Authority~~

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~~DRAFT~~ Agreement under Section 106 of the Town and Country Planning Act 1990  
(as amended by Section 174 of the Planning Act 2008)

Section 111 of the Local Government Act 1972 Section 2 of the Local Government  
Act 2000 and Section 1 of the Localism Act 2011

relating to land known as

The EcoPark, Advent Way, London N18 3AG

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**Dated** 2016

(1) The London Borough of Enfield

(2) LondonWaste Limited

(3) North London Waste Authority

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## Deed

Dated [●]

## Between

- (1) **The London Borough of Enfield** whose address is the Civic Centre, Silver Street, London EN1 3XA (the "**Council**");
- (2) **LondonWaste Limited** a company registered with number ~~02732548-2732548~~ whose registered office is EcoPark, Advent Way, Edmonston, London N18 3AG (the "**Owner**"); and
- (3) **North London Waste Authority** whose place of business is Unit 1B, Berol House, 25 Ashley Road, Tottenham Hale, London N17 9LJ (the "**Developer**").

## Introduction

- 1 The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Application Site is situated.
- 2 The Owner is the freehold owner of the Site-Section 106 Land (being part of the Application Site) free from encumbrances and registered at the Land Registry with absolute title under title numbers NGL293105 and AGL277183 against which the obligations within this Deed will be enforceable.
- 3 At the date of this Deed, the Developer has no legal interest in the Application Site, but is likely to be responsible for undertaking the Development Project in future.
- 4 On ~~[\*]-14 October 2015~~ the Developer applied to the Secretary of State under section 37 of the ~~Planning Act 2008 Act~~ for a development consent to construct and operate the Project ~~(the "Application")~~. ~~The Application was accepted on behalf of the Secretary of State on [\*] and given reference number [\*], comprising but not limited to:~~
  - (a) the construction of the ERF and associated buildings and plant;
  - (b) the construction of a resource recovery facility;
  - (c) the construction of a visitor building, office accommodation and boat canopy;
  - (d) utilities and infrastructure work; and
  - (e) decommissioning and removal of the Existing Energy From Waste Facility.
- 5 The Application was accepted on behalf of the Secretary of State on 11 November 2015 and given reference number EN010071.
- 6 Pursuant to section 42 of the Planning Act 2008 Act, the Developer consulted the Council, amongst others, in relation to its proposals for the Development Project. Following discussions between the Council, the Owner and the Developer (the "Parties"), have agreed to enter into this Deed in order to secure the planning obligations contained within it.

- 7 The Secretary of State will consider the Application and may make the DCO to authorise the Project.
- 8 Following consultation and discussions, the Council, the Owner and the Developer (the "Parties"), have agreed to enter into this Deed as a development consent obligation in order to secure the planning obligations contained within it to mitigate the impacts of the Project in the event that the Secretary of State makes the DCO.
- 9 ~~6~~The Council considers that the obligations within this Deed are necessary to make the Project acceptable in planning terms, are directly related to the Project~~7~~, and are fairly and reasonably related in scale and kind to the Project.

**Now this deed witnesses as follows:**

## **1 Definitions**

For the purposes of this Deed the following expressions shall have the following meanings:

"**1990 Act**" means the Town and Country Planning Act 1990;

~~"Application" has the meaning given to such term at Recital 4 of this Deed.~~

"2008 Act" means the Planning Act 2008;

~~"Application" means the application for development consent as described at recital 4;~~

~~"Application Site" means the land edged red on the plan attached at Schedule 2 to this Deed Plan 2 and for the avoidance of doubt, includes the Site [SH Drafting Note: only the Site will be bound by the S106, but those obligations will relate to the Application Site];~~Section 106 Land;

"Apprenticeship" means a training work scheme:

- (a) offered to a person ordinarily resident in the Local Area;
- (b) in any sector which directly relates to, and other work associated with, the Project;
- (c) which, once successfully completed, will result in a nationally recognised qualification for the apprentice (including but not limited to NVQ Level 3 and 2);
- (d) at a minimum of 30 hours per week; and
- (e) offered on at least equivalent terms and conditions of employment to those benefitting Equivalent Workers, including paying a wage in accordance with industry norms;

and a person undertaking such a training work scheme shall be an "Apprentice";

"Apprenticeship and Training Report" means the Owner and the Developer's written report setting out the number of Apprenticeships and amount of On-Site

Skills Training provided in the relevant period and including appropriate evidence as to how the obligations in paragraphs 2.1 and 2.3 of Schedule 2 and the relevant approved EST Strategy have been satisfied (or otherwise);

"Apprenticeship Contribution" means the sum of £10,000 (ten thousand pounds) Index Linked payable to the Council to be used by the Council for local training and skills initiatives;

~~"Apprenticeships" means [SH Drafting Note: NLWA considering further];~~

"Commencement of the Project" means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming any part of the Project and wherever on the Application Site begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of:

- (a) site clearance;
- (b) site preparation;
- (c) archaeological investigations or excavations;
- (d) surveys and investigations for the purpose of assessing ground or soil conditions and/or taking samples;
- ~~(e) remedial work in respect of any contamination or other adverse ground conditions;~~
- ~~(f) diversion and laying/provision of services including drainage;~~
- (e) ~~(g)~~ erection of any temporary means of enclosure including hoardings and fences;
- (f) ~~(h)~~ the temporary display of site notices or advertisements;
- ~~(i) flood prevention and alleviation works;~~
- ~~(j) works on construction or haulage roads/routes;~~
- ~~(k) any works of an ecological nature;~~
- ~~(l) permitted development under the Town and Country Planning (General Permitted Development) Order 1995 (as amended from time to time); and~~
- (g) ~~(m)~~ any other works of a like nature to those described at paragraphs (a) to ~~(m)~~ (inclusive) above as are agreed in writing with the Council~~±~~

and "Commence the Project", "Commences" and "Commenced" shall be construed accordingly;

"Commencement Date" means the date the project Commences;

"Construction and Demolition Period" means aggregate of the Initial Construction Phase, ERF Construction Phase and EfW Demolition Phase, and expected to last 9 (nine) years;

"**Construction Travel Plan**" means a travel plan relating to the construction and demolition phases of the Project, based upon the Framework Construction Travel Plan;

"**Contractor**" means the principal contractor engaged by the Developer or the Owner to undertake respectively the construction and/or demolition phases of the Project;

"**DCO**" means the Order made by the Secretary of State granting development consent pursuant to section 114 of the 2008 Act and the Application;

~~"Developer" means the Developer and includes its successors in title and assigns;~~

~~"Default Interest Rate" means 4% per annum above the Bank of England Official Bank Rate from time to time;~~

~~"Develop" means to undertake any development within the definition of section 55 of the 1990 Act;~~

~~"DHEC Land" means the land shown edged [red] on the plan at Schedule [\*], to be safeguarded in accordance with the terms of this Deed for the development of shaded orange and labelled "District Heating Energy Centre" on Plan 3 on which the District Heating Energy Centre is situated;~~

"**District Heating Energy Centre**" means the district heating energy centre located on the DHEC Land, connecting the pipes carrying Heat from the ERF to the boundary of the Application Site to the LVHN, (or other Heat network);

~~"EfW Demolition Phase" means the period during which works to demolish the Existing Energy From Waste Facility are undertaken;~~

~~"Equivalent Workers" means workers of equivalent skills and experience to the Apprentices or those undertaking On-Site Skills Training (as relevant), but who are not involved with the Project;~~

"**ERF**" means the energy recovery facility forming part of the Project;

~~"ERF Construction Phase" means the period during which works to construct the ERF are undertaken;~~

~~"EST Strategy" means a written strategy setting out the details of how the obligations in paragraphs 2.1 and 2.3 of Schedule 2 are expected to be complied with in the Initial Construction Phase, the ERF Construction Phase and the EfW Demolition Phase respectively, and including, but not limited to:~~

~~(a) the likely number and type of Apprenticeships to be provided in the relevant phase, which indicatively is expected to be:~~

~~(i) 20 (twenty) in the Initial Construction Phase;~~

~~(ii) 60 (sixty) in the ERF Construction Phase; and~~

~~(iii) 20 (twenty) in the EfW Demolition Phase;~~



- (b) a method statement for recruitment of the Apprentices in the relevant phase;
- (c) the job specification for the Apprenticeships to be provided in the relevant phase;
- (d) the criteria for selecting the Apprentices and OSS Trainees for the relevant phase;

**"Excluded Persons" means:**

- (a) any licensee or person having access rights, wayleaves or easements over any part of the Section 106 Land;
- (b) any statutory undertaker or utility provider providing services to or through the Section 106 Land;
- (c) Ballast Phoenix; David Hughes and John Victor Peacock (as trustees of Edmonton Sea Cadets Corps);

**"Existing Energy From Waste Facility" means all existing buildings, structures and plant comprising the existing generation station at the Application Site;**

**"Expert"** means any person appointed pursuant to clause 14;

**"Framework Construction Travel Plan"** means the framework travel plan at Schedule ~~5-4~~ of this Deed;

**"Framework Operational Travel Plan"** means the framework travel plan at Schedule ~~6-5~~ of this Deed;

**"Full Commercial Operations Date"** means the date on which electricity is first exported commercially from the ERF ~~following the completion and taking over of the ERF and the issue of all of the acceptance, taking over and completion certificates, and the satisfaction of all other relevant requirements, under the contract or contracts for the construction of the ERF, and following the satisfactory commissioning of the ERF~~ and **"Full Commercial Operations"** shall be construed accordingly;

**"Heat"** means energy in the form of heated water ~~or steam~~;

~~**"Heat Offtake Agreement"** has meaning given to such term at paragraph 3.1.1 of Schedule 3;~~

~~**"Local Employment Strategy"** means a written strategy detailing how local labour will be used during the construction and operational phases of the Project;~~

~~**"Local Labour Report"** means a written report setting out how the Contractor or Operator (as relevant) has complied with the obligations in paragraph 2 of Schedule 3;~~

**"Heat Offtake Agreement"** means a commercial agreement to be entered into with an offtaker (which may include the LVHN Promoter) for (i) the connection of the ERF

to the offtaker's Heat network in the area surrounding the Application Site and (ii) the supply of said Heat;

"Index Linked" means the adjustment of any payment so described in this Deed in accordance with the following formula:

$$\frac{\textit{The payment specified in this Deed} \times A}{B}$$

where:

A= the figure at which the Retail Prices Index (All Items) stands on the date that date the payment under this Deed is due; and

B= the figure at which the Retail Prices Index (All Items) stands at the date of this Deed;

and "Index Linking" shall be continued accordingly;

"Initial Construction Phase" means the period commencing on the Commencement Date during which the site preparation, works to utilities and construction of the Resource Recovery Facility and EcoPark House will take place;

"Local Area" means the boroughs of Enfield, Barnet, Haringey, Waltham Forest, Broxbourne and the District of Epping Forest;

"Local Businesses" means businesses that are located in the Local Area;

"LVHN" means the Lee Valley Heat Network, a network of insulated pipes carrying Heat from the District Heating Energy Centre to the area surrounding the ~~Site and proposed to be funded, designed, installed and operated by the LVHN Promoter~~Application Site;

"LVHN Promoter" means ~~LVHN Ltd~~Lee Valley Heat Network Limited (company number 7588879), or such other entity as may be responsible for the ~~Lee Valley Heat Network-LVHN~~ following the date of this Deed;

"Monitoring Survey" means a survey to monitor the effects of the relevant travel plan using the current TRICS UK standards in place at the time of said survey or through the site specific access and monitoring arrangements to be agreed with the Council;

"On-Site Skills Training" means no less than 225 (two hundred and twenty-five) training placements offering relevant skills training in various sectors and provided throughout the Construction and Demolition Period, each placement being:

(a) primarily on-site within the Application Site, but which may have an element of off-site classroom training;

(b) offered on at least equivalent terms and conditions to those benefitting Equivalent Workers including paying a wage in accordance with industry norms (if applicable);

(c) one week in duration;

(d) provided to a school or college leaver, or an adult who has not been employed in the construction industry during the previous six (6) months;

and a person undertaking such a training placement shall be an "OSS Trainee";

"Operational Travel Plan" means a travel plan relating to the operation of the Project, based upon the Framework Operational Travel Plan;

"Operator" means the entity or entities responsible for the management and operation of ~~the ERF and/or the RRC~~ all or any material part of the Project once completed;

"Parties" has the meaning given to such term at Recital ~~5-8~~ of this Deed;

"Plan 1" means the plan numbered 1 attached at Schedule 1;

~~"Planning Performance Agreement" means an agreement substantially in the form-~~ "Plan 2" means the plan numbered 2 attached at Schedule 7 of this Deed1;

"Plan 3" means the plan numbered 3 attached at Schedule 1;

"Plan 4" means the plan numbered 4 attached at Schedule 1;

"Planning Performance Agreement" means a planning performance agreement entered into by the Owner and/or the Developer and the Council for matters including arrangements for the submission and discharge of requirements of the DCO and other matters governed by the DCO needing submission to the Council and the Index Linking of payment of fees to the Council which are required by Schedule 3 of the DCO;

"Project" means the project as authorised by the DCO and broadly as described at Recital 4;

"Safeguarded Routes" means the route(s) for future pipes connecting the LVHN or other Heat network to the ERF, as shown on Plan 4;

"Section 106 Land" means the land hatched orange on Plan 1;

"Servicing Management Plan" means a written plan, ~~preparing in accordance with guidance from Transport for London~~ describing how deliveries (other than deliveries of waste) to the Application Site required to facilitate the operation of the Site ~~(once operational)-Project~~ will be managed;

~~"Site" means the land edged red on the plan attached at Schedule 1 to this Deed; and [SH Drafting Note: the Site will be the existing EcoPark, together with access roads, but will exclude elements such as the laydown area]~~

"SPD 1" means the Council's Section 106 Supplementary Planning Document adopted in November 2011;

"Training and Skills Contribution" means the sum of £520 (five hundred and twenty pounds) Index Linked payable to the Council to be used by the Council for local training and skills initiatives;

"Travel Plan Coordinator" means a person (or persons if job-sharing) appointed to act as a co-ordinator for either or both (as relevant) of the Construction Travel Plan and/or the Operational Travel Plan;

"Working Day" means any day other than a Saturday or Sunday or public holiday in England.

## **2 Construction of this Deed**

2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.

2.2 The headings appearing in this Deed are for ease of reference only and do not affect the construction or interpretation of this Deed.

2.3 References to "this Deed" or to any other agreement or document referred to in this Deed is a reference to this Deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.

2.4 ~~2.3~~ Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.5 ~~2.4~~ Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations, partnerships and firms and all such words shall be construed interchangeably in that manner.

2.6 ~~2.5~~ Wherever more than one person is required by this Deed to fulfil an obligation, that obligation can be enforced against all of those persons and against each individually unless there is an express provision otherwise.

2.7 ~~2.6~~ Any reference to an Act of Parliament or statutory instrument shall include any modification, extension or re-enactment of that Act or statutory instrument for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or statutory instrument or deriving validity from it.

2.8 ~~2.7~~ References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions.

2.9 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.

## **3 Legal basis**

3.1 This Deed constitutes a development consent obligation and is made pursuant to Section 106 of the 1990 Act (as amended by Section 174 of the 2008 Act), Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, and the Council's power under Section 1 of the Localism Act 2011 and all other powers so enabling.

3.2 The covenants, restrictions and requirements imposed under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the ~~Site~~Section 106 Land and its successors in title.

3.3 ~~Clause 12 is not made pursuant to section 106 of the 1990 Act but pursuant to the Council's power under section 1 of the Localism Act 2011 and any other enabling powers.~~

#### **4 Conditionality**

4.1 This Deed shall come into force on the date hereof except for clauses ~~5~~ and ~~Schedule 2-6 and Schedules 2 and 3~~ which shall be conditional upon the grant-making of the DCO.

4.2 ~~If the DCO The obligations in this Deed (with the exception of clause 12) shall expire cease to have effect if, before the Commencement of the Project or shall at any time be, the DCO expires, is~~ quashed, revoked or otherwise withdrawn ~~or~~ (without the consent of the Developer or the Owner) ~~it is materially modified by any statutory procedure such that the Developer's, the Owner's, the Contractor's or the Operator's ability to construct or operate the Project is materially and demonstrably adversely affected, any obligation, commitment or undertaking remaining to be satisfied pursuant to this Deed shall therefrom cease to have effect.~~

#### **5 The Owner and Developer's Covenants**

~~5.1~~The Owner and the Developer severally covenant with the Council as set out in Schedule ~~3~~2.

#### **6 The Council's ~~e~~Covenants~~6.1~~**

The Council covenants with the Owner and the Developer as set out in Schedule ~~4~~3.

#### **7 Miscellaneous**

7.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

7.2 This Deed shall be registrable as a local land charge against the ~~Site~~Section 106 Land by the Council.

7.3 Where the agreement, approval, consent or expression of satisfaction (an "Approval") is required by any person from the Council under the terms of this Deed such ~~agreement, approval, consent or expression of satisfaction shall~~ Approval not be unreasonably withheld or delayed.

~~7.4 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.~~

7.4 Where the Council proposes to not Approve any matter submitted to it under the Deed, it will use reasonable endeavours to notify the Owner and the Developer and

to discuss its reasons for proposing not to Approve the relevant matter prior to formally refusing such matter.

7.5 Following the performance and satisfaction of any of the obligations contained in this Deed the Council shall upon written request ~~forthwith (and payment of the Council's reasonable costs)~~ effect the cancellation of the relevant entry made in the Register of Local Land Charges in respect of this Deed.

7.6 Insofar as any provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the ~~Site (or part thereof) or, in the case of the Owner, ceases to have any involvement with the Site, the Operator or no longer holds the majority shareholding in the Owner, but without prejudice to liability for any subsisting breach arising~~ Section 106 Land (or part thereof) save in respect of any breach subsisting prior to parting with such interest.

7.8 ~~Nothing Upon the Developer no longer having any involvement with the Project or the Application Site, or no longer holding the majority shareholding in the Owner, the Developer shall serve written notice to the Council of this and shall thereafter have no liability for a breach of any of the planning obligations or other provisions of this Deed save in respect of any breach subsisting prior to such notice being served on the Council.~~

7.9 ~~7.8 Subject to paragraph 3.3 of Schedule 2, which shall not be overridden by this clause, nothing in this Deed shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission granted (whether or not on appeal) or a development consent order made after the date of this Deed.:~~

7.9.1 ~~a planning permission granted (whether or not on appeal);~~

7.9.2 ~~a development consent order made after the date of this Deed; or~~

7.9.3 ~~pursuant to the Town and Country Planning (General Permitted Development) (England) Order 2015.~~

7.10 ~~The Parties agree that nothing in this Deed constitutes a planning permission or obligation to grant planning permission nor does it grant planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.~~

7.11 ~~Nothing contained or implied in this Deed shall fetter or restrict the Parties' statutory rights, powers, discretions and responsibilities or require any Party to do anything which would be contrary to law.~~

7.12 ~~No compensation shall be payable by the Council as a result of the obligations contained in this Deed.~~

## 8 Exclusions from liability

8.1 The obligations in this Deed shall not be enforceable against:

- 8.1.1 any licensee or person having access rights, wayleaves or easements over any part of the ~~Site~~Section 106 Land;
- 8.1.2 any statutory undertaker (other than the Operator) or utility provider providing services to or through the ~~Site~~Section 106 Land;
- 8.1.3 any occupational tenant of any part of the ~~Site~~Section 106 Land (other than the Operator), unless such obligation is expressly stated in this Deed to exclusively relate to that part of the ~~Site~~Section 106 Land in which the occupational tenant has an interest; and
- 8.1.4 any mortgagee or chargee, unless such mortgagee or chargee has become a mortgagee in possession of ~~the Site (or relevant all or part of the Site)~~Section 106 Land, in which case such mortgagee or chargee shall be bound by those obligations in this Deed which were binding upon the person from whom it derives its interest.

## 9 Waiver

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## 10 Change in Ownership or Interests

The Owner ~~and the Developer agree warrants that save for the Excluded Persons no other person has any legal interest in the Section 106 Land. The Owner agrees to~~ give the Council ~~immediate~~ written notice of any change in ownership of their legal interests in the ~~Site~~Section 106 Land occurring before all the obligations under this Deed have been discharged, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the ~~Site or unit of occupation purchased~~Section 106 Land by reference to a plan.

## 11 Notices

11.1 Any notice, consent or approval required to be given under this Deed must be in writing and must be delivered personally or sent by pre-paid first class post, ~~or electronic mail (email)~~.

11.2 ~~11.2.1~~ The addresses for service of any such notice, consent or approval are: ~~for those delivered personally or sent by pre-paid first class post,~~ the addresses given above or such other address for service as has been previously notified in writing by any Party to the other Parties; ~~and~~

~~11.2.2 for those to be send by electronic mail (email):~~

(a) ~~to the Owner: [to be inserted];~~

~~(b) — to the Developer: [to be inserted]; and~~

~~(c) — to the Council: [to be inserted].~~

## 12 Council's Fees

12.1 The Developer will pay to the Council on completion of this Deed ~~the its~~ reasonable and properly incurred legal costs ~~of the Council~~ in respect of the negotiation, preparation and execution of this Deed.

12.2 The Developer will pay to the Council within one (1) month of the production of an invoice up to £10,000 (ten thousand pounds) in respect of the consultancy services engaged by the Council in connection with the preparation of the Council's Local Impact Report.

12.3 ~~12.2~~The Developer will pay to the Council [\*]£5,000 (five thousand pounds) following the Commencement of the Project in respect of the Council's monitoring of the planning obligations within this Deed.

## 13 VAT and Interest on Late Payment

13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable, unless stated otherwise.

13.2 Where any sum or amount has not been paid to the Council by the date on which it is due, the Owner/the Developer shall pay the Council interest at the Default Interest Rate on that amount for the period from the due date to and including the date of payment.

## 14 Disputes

14.1 In the event of a dispute arising between any of the Parties (including the Contractor and the Operator) in respect of any matter contained in this Deed, the same shall be referred ~~(by any party within ten (10) Working Days of so notifying the other parties)~~ to an Expert, such Expert to act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties save in the case of manifest error and (subject to clause 14.4) whose costs shall be in his award and the Expert shall be of at least ten (10) years standing in his field of expertise.

14.2 The Expert must be:

14.2.1 if the dispute relates to matters concerning the construction, interpretation and/or application of this Deed, an independent barrister or a solicitor;

14.2.2 if the dispute relates to matters necessitating any calculation or otherwise concerning a financial aspect of this Deed, an independent chartered accountant;

14.2.3 in any other case, (at the discretion of the President of the Chartered Institute of Arbitrators), an independent architect, civil engineer, or town planner;



14.2.4 if the dispute relates to matters falling within two or more of clauses 14.2.1 to 14.2.3, such person or persons as the President of the Chartered Institute of Arbitrators considers appropriate.

14.3 If the Expert nominated pursuant to this clause 14 dies or declines to act, another Expert must be appointed in his place.

14.4 Unless the Expert directs otherwise, the costs of the relevant application to him will be divided equally between the parties to the relevant dispute.

14.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within thirty (30) Working Days from the date of his appointment to act or the minimum practical timescale allowing for the complexity of the dispute ~~and in any event not more than twenty (20) Working Days from the date of his appointment to act.~~

14.6 The Parties agree to comply with the timetable set by the Expert for the submission of any evidence or supporting material and any other directions of the Expert to ensure prompt resolution of the dispute.

~~14.6 The Expert will be required to give written notice to each of the parties to the relevant dispute inviting each of them to submit to him within ten (10) Working Days written submissions and supporting material and will afford to those parties an opportunity to make counter submissions within a further five (5) Working Days in respect of any such submission or material and his decision shall be delivered with reasons.~~

## 15 Jurisdiction

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

## 16 Delivery

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

**Schedule 1**  
**Site Plan**

[Schedule 1](#)

**Plans**

**Schedule 2**  
**Application Site Plan**

**The Owner and the Developer's Covenants**

**1 Notifications**

1.1 The Owner ~~shall and the Developer covenant to~~ notify the Council in writing ~~of the date on which the Secretary of State makes the DCO~~, within five (5) Working Days of the occurrence of ~~the same~~;

1.1.1 ~~the date on which the Secretary of State makes the DCO;~~

~~1.2 The Owner shall notify the Council in writing of:~~

~~1.2.1 the anticipated Commencement of the Project; and~~

~~1.2.2 the anticipated Full Commercial Operations Date;~~

~~in each case not less than five (5) Working Days prior to the occurrence of the relevant event.~~

~~1.3 The Developer shall notify the Council in writing of:~~

~~1.1.2 1.3.1 the Developer entering into the the completion of any Heat Offtake Agreement (as defined below) with the LVHN Promoter;~~

~~1.1.3 the Construction and Demolition Phase being completed in its reasonable opinion;~~

~~1.1.4 1.3.2 the first supply of Heat to the LVHN pursuant to any Heat Offtake Agreement; and~~

~~1.1.5 the Full Commercial Operations Date.~~

**2 Employment and Skills**

**2.1 Apprenticeships**

~~2.1.1 Subject to paragraphs 2.1.2 and 2.6, the Owner and the Developer will procure that during the Construction and Demolition Period, the Contractor provides (whether itself or through its sub-contractors engaged on the Project) 100 (one hundred) Apprenticeships, each with a duration of 12 consecutive months, in accordance with the EST Strategy approved from time to time in accordance with paragraph 2.4.~~

~~2.1.2 To enable the provision of Apprenticeships which are longer than 12 months' duration, the obligation in paragraph 2.1.1 may be satisfied by the provision of Apprenticeships of 12, 24, 36, 48 or 60 months' duration, with a corresponding reduction in the overall requirement to provide 100 Apprenticeships each with a duration of 12 consecutive months.~~

**2.2 Local Business Information**

During the Initial Construction Phase and the ERF Construction Phase, the Owner and the Developer will use (or will procure that the Contractor uses) reasonable endeavours to provide (in conjunction with the Council) Local Businesses with information relating to appropriate contracts and sub-contracts that arise in relation to the Project.

### 2.3 On-Site Skills and Training

During the Construction and Demolition Period, the Owner and the Developer will use (or will procure that the Contractor uses) reasonable endeavours to provide the On-Site Skills Training.

### 2.4 EST Strategy

2.4.1 Prior to the Commencement of the Project, the Owner and the Developer will (or will procure that the Contractor will) submit to the Council for approval the EST Strategy and neither the Owner nor the Developer will Commence the Project unless the EST Strategy in relation to the Initial Construction Phase has been approved in writing by the Council.

2.4.2 Prior to commencing the ERF Construction Phase the Owner and the Developer will (or will procure that the Contractor will) submit to the Council for approval an EST Strategy in relation to the ERF Construction Phase, and neither the Owner nor the Developer will commence the ERF Construction Phase unless the EST Strategy in relation to the ERF Construction Phase has been approved in writing by the Council.

2.4.3 Prior to commencing the EfW Demolition Phase the Owner and the Developer will (or will procure that the Contractor will) submit to the Council for approval an EST Strategy in relation to the EfW Demolition Phase, and neither the Owner nor the Developer will commence the EfW Demolition Phase unless the EST Strategy in relation to the EfW Demolition Phase has been approved in writing by the Council.

2.4.4 If the Council has neither approved nor refused the relevant EST Strategy, submitted pursuant to paragraphs 2.4.1, 2.4.2 or 2.4.3 within 20 (twenty) Working Days of receipt, the Council shall be deemed to have approved the relevant EST Strategy.

2.4.5 The Owner and the Developer covenant to implement the EST Strategies as approved by the Council from time to time pursuant to paragraphs 2.4.1-2.4.5.

### 2.5 Apprenticeship and Training Report and Monitoring

2.5.1 The Owner and the Developer will submit (or will procure that the Contractor submits) to the Council an Apprenticeship and Training Report:

(a) every 12 (twelve) months during; and

(b) at the end of

each of the Initial Construction Phase, the ERF Construction Phase and the EfW Demolition Phase respectively.

2.5.2 The Owner and the Developer will submit to the Council such further evidence as reasonably requested by the Council pursuant to submission of an Apprenticeship and Training Report within 20 (twenty) Working Days of such request.

## 2.6 Apprenticeship Contributions

If at the end of each of the Initial Construction Phase, the ERF Construction Phase and the EfW Demolition Phase, the obligation at paragraph 2.1.1 to provide Apprenticeships in accordance with the approved EST Strategy for each relevant phase has not been satisfied, as evidenced by the final Apprenticeship and Training Report submitted to the Council for each of the Initial Construction Phase, the ERF Construction Phase and the EfW Demolition Phase, the Owner and the Developer will pay an Apprenticeship Contribution to the Council for each 12-month Apprenticeship not provided within 30 Working Days of the Council's written request.

## 2.7 Training and Skills Contribution

If at the end of each of the EfW Demolition Phase, the obligation to provide the On-Site Skills Training has not been satisfied, as evidenced by the final Apprenticeship and Training Report submitted to the Council, the Owner and the Developer will pay a Training and Skills Contribution to the Council for each of the 225 (two hundred and twenty five) training placements not provided pursuant to paragraph 2.3 within 30 (thirty) Working Days of the Council's written request.

## 3 Provision of Heat

3.1 Where there is a Heat Offtake Agreement in place, the Owner and the Developer will provide Heat up to 35MW thermal in accordance with such Heat Offtake Agreement subject to:

3.1.1 the relevant Heat Offtake Agreement being in force;

~~1.3.3 the occurrence of any of the events described in paragraph 3.2 of this Schedule,~~

~~not less than five (5) Working Days following the occurrence of such event; and~~

~~1.3.4 the name, address and contact details of:~~

~~(a) the Contractor; and~~

~~(b) the Operator;~~

~~in each case not less than five (5) Working Days following their respective appointment.~~

## ~~2 Employment and Skills~~

~~2.1 Nothing in this paragraph 2 shall require the Owner, Developer, Contractor or Operator, any sub-contractors of the Site (each an "Employer") to do (or refrain from doing) anything which:~~

~~2.1.1 would be contrary to prudent business practice;~~

~~2.1.2 would be contrary to law;~~

~~2.1.3 would require the Employer to employ, contract or otherwise engage with a person who:~~

~~(a) lacks the necessary skills, qualifications or experience and cannot in the opinion of the Employer be trained within a reasonable time; and/or~~

~~(b) is unwilling or unavailable to be employed, contract or otherwise engage with the Employer; and/or~~

~~(c) is not of sufficient financial standing (where relevant).~~

~~2.2 The Owner will submit a Local Employment Strategy to the Council for approval prior to the Commencement of the Project.~~

~~2.3 Following the Council's approval of the Local Employment Strategy, the Developer will procure that the Contractor and the Operator, respectively, implement the approved Local Employment Strategy. In particular, the Owner will procure that:~~

~~2.3.1 the Contractor uses reasonable endeavours to:~~

~~(a) employ at least [\*]% of its workforce engaged in the construction and demolition phases of the Project from the local area and procure that all material sub-contractors do the same;~~

~~(b) offer, either itself or through its sub-contractors engaged in the Project at least [\*] Apprenticeships during the construction and demolition phases of the Project; and  
[SH Drafting Note: NLWA to discuss further with LBE]~~

~~(c) offer, either itself or through its sub-contractors engaged in the Project at least [\*] hours (in aggregate) of training for its workforce engaged in the construction and demolition phases of the Project, such training to be appropriate to the relevant recipient(s) and agreed with the Council. [SH Drafting Note: NLWA to discuss further with LBE]~~



~~2.3.2 the Operator publicises details of operational staff vacancies and access to apprenticeship schemes through the Council's JOBSnet and Jobcentre Plus, or such other similar schemes as the Council shall reasonably propose to the Operator.~~

~~2.4 The Owner will procure that:~~

~~2.4.1 until the Full Commercial Operations Date, the Contractor will submit a Local Labour Report in respect of the construction and demolition phases of the Project to the Council, every three (3) months following the Commencement of the Project; and~~

~~2.4.2 the Operator will submit a Local Labour Report in respect of the operational phase of the Project to the Council, on the first Working Day following the days which are:~~

~~(a) three (3) months;~~

~~(b) six (6) months;~~

~~(c) twelve (12) months;~~

~~(d) twenty-four (24) months;~~

~~(e) thirty-six (36) months; and~~

~~(f) forty-eight (48) months,~~

~~respectively, following the Full Commercial Operations Date~~

~~2.5 Subject to paragraph 2.6, the Developer, Contractor or Operator, and the Council will meet following the submission of each Local Labour Report pursuant to paragraph 2.4 (above) to discuss and agree any changes which those parties consider are necessary or desirable to the Local Employment Strategy in order to best secure its aims.~~

~~2.6 Where relevant, following agreement amongst the relevant parties as to the changes to be made to the Local Employment Strategy, the Developer shall procure that such changes are implemented by the Contractor or Operator, provided that the Local Employment Strategy as amended shall not impose any greater liability on the Developer, Owner, Contractor or Operator as relevant than the Local Employment Strategy as approved by the Council pursuant to paragraph 2.3 of this Schedule.~~

### ~~3 Provision of Heat~~

~~3.1 Subject to paragraph 3.2, the Developer and the Owner will procure that the Operator provides Heat to the LVHN if all of the following conditions have been met:~~

~~3.1.1 the Developer, Owner, Operator (if relevant) and the LVHN Promoter have completed a commercial agreement as to the terms on which the ERF could be connected to the LVHN (the "**Heat**~~

~~Offtake Agreement") and all conditions within such contract have been satisfied or waived;~~

~~3.1.2 the LVHN Promoter has obtained all necessary approvals, licences, permissions, consents and land rights for the LVHN Heat network subsisting;~~

~~3.1.3 the LVHN Promoter has installed the necessary infrastructure and apparatus in order to receive, distribute and/or use the Heat via the LVHN Heat network existing and being available for use.~~

~~3.2 The obligation to provide Heat to the LVHN in paragraph 3.1 (above) shall cease to apply in the following circumstances:~~

~~3.2.1 the Heat Offtake Agreement is breached by the LVHN Promoter or else is terminated by any party to it;~~

~~3.2.2 the LVHN is operated in an unsafe or potentially dangerous manner or any of the necessary approvals, licences, permissions, consents or land rights for the LVHN are revoked, quashed, withdrawn or terminated;~~

~~3.2.3 it is not viable for the Project to continue to provide Heat;~~

~~3.2.4 the Operator or the Developer or the Owner receives notice from the LVHN Promoter that it no longer wishes to receive Heat, in which case a copy of such notice shall be forwarded to the Council in accordance with paragraph 1 of Schedule 3;~~

~~3.2.5 when the ERF is not generating electricity or Heat, including but not limited to the following periods:~~

~~(a) prior to the Full Commercial Operations Date;~~

~~(b) during maintenance of the ERF;~~

~~(c) during maintenance of the LVHN; and~~

~~(d) following the decommissioning of the ERF.~~

~~3.2 3.3 If the Heat Offtake Agreement is not in force prior to the Full Commercial Operations Date, the Owner and the Developer shall be required to make The Owner and the Developer will make (or will procure that the Operator makes) available to potential Heat offtakers who request it, such technical and non-commercially sensitive information regarding the potential Heat output from the ERF as they have in their possession and control, provided that only such information as is reasonably necessary to understand the potential ~~h~~Heat offtake opportunities need to be disclosed.~~

~~3.3 Subject to paragraph 3.5, the Owner shall not, for a period of five (5) years from the Full Commercial Operations Date, develop or permit any other party to develop the DHEC Land. 3.4, the Owner and the Developer will:~~

3.3.1 for a period of 10 (ten) years from the Commencement Date, not Develop the DHEC Land; and

3.3.2 safeguard the Safeguarded Routes.

3.4 ~~3.5~~The obligation in paragraph 3.4 ~~The obligations in paragraph 3.3 shall not apply to temporary uses that do not restrict or inhibit the LVHN's development of the DHEC Land and or the Safeguarded Routes and in respect of the DHEC Land will~~ cease to apply if the LVHN proposals are abandoned by the LVHN Promoter or the Council.

#### 4 Travel Plans

##### 4.1 Construction Travel Plan

4.1.1 ~~4.1~~Prior to the Commencement of the Project, the Owner and the Developer will or will procure that the Contractor will prepare and submit to the Council for approval, a Construction Travel Plan. Following its approval by the Council, the Owner will procure that the Contractor implements the Construction Travel Plan.

~~4.2~~During the construction phases of the Project, the Owner, the Developer, the Contractor and the Council will meet every six (6) months (unless otherwise agreed) following the approval of the Construction Travel Plan to discuss and agree any changes which the parties consider are necessary or desirable to the Construction Travel Plan. Following agreement of any changes, the Owner and the Developer shall procure that the Contractor implements such changes provided that they shall not impose any greater liability on the Owner, the Developer or the Contractor (or its subcontractors).

4.1.2 Following approval of the Construction Travel Plan by the Council, the Owner and the Developer will or will procure that the Contractor implements and complies with it

4.1.3 Following approval of the Construction Travel Plan by the Council, the Owner and the Developer will either appoint a Travel Plan Coordinator or will procure that the Contractor appoints a Travel Plan Coordinator.

4.1.4 The Owner and the Developer will or will procure that the Contractor undertakes Monitoring Surveys to monitor the effects of the Construction Travel Plan, such Monitoring Surveys to be undertaken:

- (a) six (6) months from the Commencement of the Project;
- (b) twelve (12) months from the Commencement of the Project; and
- (c) every twelve (12) months from the Commencement of the Project until the end of the Construction and Demolition

Period (as notified pursuant to paragraph 1.1.3 of Schedule 2).

4.1.5 The Owner and the Developer will or will procure that the Contractor provides the Council with the results of the Monitoring Surveys undertaken pursuant to paragraph 4.1.4 above within ten (10) Working Days of each Monitoring Survey being completed.

4.1.6 Where the Council considers that the Construction Travel Plan should be amended, then following agreement between the Parties as to the necessary amendments, the Owner and the Developer will or will procure that the Contractor implements the Construction Travel Plan as amended by the Council from time to time and to encourage all users of the Project to adopt the measures contained within the amended Construction Travel Plan.

## 4.2 Operational Travel Plan

4.2.1 ~~4.3~~Prior to Full Commercial Operations Date, the Owner will prepare and submit and the Developer will or will procure that the Operator prepares and submits to the Council for approval, an Operational Travel Plan. Following its approval by the Council, the Owner will procure that the Operator implements it.

~~4.4 The Owner, the Developer, the Operator and the Council will meet on the first Working Day following the days which are:-~~

4.2.2 Following approval of the Operational Travel Plan by the Council, the Owner and the Developer will or will procure that the Operator implements and complies with it for a period of ten (10) years from the Full Commercial Operations Date.

4.2.3 Following approval of the Operational Travel Plan by the Council, the Owner and the Developer will or will procure that the Operator appoints a Travel Plan Coordinator.

4.2.4 The Owner and the Developer will or will procure that the Operator undertakes Monitoring Surveys to monitor the effects of the Operational Travel Plans such Monitoring Survey to be undertaken:

(a) ~~4.4.1~~six (6) months from the Commencement of the Project;

(a) every six (6) months thereafter for a period of ten (10) years.

4.2.5 The Owner and the Developer will or will procure that the Operator provides the Council with the results of the Monitoring Surveys undertaken pursuant to paragraph 4.2.4 above within ten (10) Working Days of each Monitoring Survey.

4.2.6 Where the Council considers that the Operational Travel Plan should be amended, then following agreement between the Parties

as to the necessary amendments, the Owner and the Developer will or will procure that the Operator implements the Operational Travel Plan as amended by the Council from time to time.

~~4.4.2~~ ~~—twelve (12) months; and~~

~~4.4.3~~ ~~—twenty four (24) months,~~

~~respectively, following the approval of the Operational Travel Plan to discuss and agree any changes which the parties consider are necessary or desirable to the Operational Travel Plan. Following agreement of any changes, the Owner and the Developer shall procure that the Operator implements such changes provided that they shall not impose any greater liability on the Owner, the Developer or the Operator.~~

~~4.2.7~~ ~~4.5~~The Owner and the Developer shall procure that the Operator uses its~~The Owner and the Developer will or will procure that the Operator uses all~~ reasonable endeavours to promote the Operational Travel Plan ~~to those employed by the Operator~~ to encourage alternatives to single-occupancy car travel to and from the Application Site and, in particular, cycling opportunities.

~~The Owner and the Developer will undertake a programme of monitoring pedestrian and cyclist movements to and from the Property during the construction phase of the Project and for the [twenty four (24)] month period following 4.6the Full Commercial Operations Date. The Owner and the Developer will provide the data obtained to the Council upon reasonable request. The Owner, the Developer, the Contractor, the Operator and the Council will use the data to inform discussions regarding possible changes to the Construction Travel Plan and the Operational Travel Plan.~~

### 4.3 **5** Servicing Management Plan

~~4.3.1~~ ~~5.1~~Prior to the Full Commercial Operations Date, the Owner and the Developer shall submit to the Council for its approval in consultation with Transport for London ("TfL") a Servicing Management Plan and following its approval by the Council~~having consulted Transport for London, the Owner and the Developer will procure that the Operator implements the Servicing Management Plan as approved.~~will or will procure that the Operator implements and complies with the Servicing Management Plan as approved for a period of ten (10) years from the Full Commencement Operations Date.

~~4.3.2~~ Where the Council considers that the Servicing Management Plan should be amended, then following agreement between the Parties as to the necessary amendments the Owner and the Developer will or will procure that the Operator implements the Servicing Management Plan as amended by the Council from time to time and ensure all users of the Project adopt the measures contained within the amended Servicing Management Plan of ten (10) years from the Full Commercial Operations Date.

5 **Highway and Accessibility Contribution**

5.1 Prior to Commencement of the Project and upon receipt from the Council demonstrating such relevant works have been undertaken, the Owner and the Developer will reimburse the Council in respect of various highways and accessibility matters as follows within 20 Working Days of receipt of written request from the Council notifying the Owner and the Developer of the relevant works undertaken:

5.1.1 up to £40,000 (forty thousand pounds) in respect of cycle improvements in the vicinity of the Application Site for the Council to improve, construct and maintain connections to and from the Application Site for cyclists;

5.1.2 up to £40,000 (forty thousand pounds) to enable the Council to make improvements to improve the pedestrian accessibility to and from the Application Site; and

5.1.3 up to £20,000 (twenty thousand pounds) to enable the Council to undertake a safety audit of the Cooks Ferry roundabout and associated safety promotional activities.

~~5.2 The Owner, the Developer, the Operator and the Council will meet on the first Working Day following the days which are:~~

~~5.2.1 six (6) months~~

~~5.2.2 twelve (12) months; and~~

~~5.2.3 twenty four (24) months;~~

~~respectively, following the approval of the Servicing Management Plan to discuss and agree any changes which the parties consider are necessary or desirable to the Servicing Management Plan. Following agreement of any changes, the Owner and the Developer shall procure that the Operator implements such changes provided that they shall not impose any greater liability on the Owner, the Developer or the Operator.~~

## ~~Schedule 4~~

### ~~Council's Covenants~~

#### ~~1 Employment and Skills~~

~~1.1 The Council agrees that nothing in paragraph 2 of Schedule 3 shall require the Owner, Developer, Contractor or Operator, and/or any sub-contractors of the Site (each an "Employer") to do (or refrain from doing) anything which:~~

~~1.1.1 would be contrary to prudent business practice;~~

~~1.1.2 would be contrary to law;~~

~~1.1.3 would require the Employer to employ, contract or otherwise engage with a person who:~~

~~(a) lacks the necessary skills, qualifications or experience and cannot in the opinion of the Employer be trained within a reasonable time; and/or~~

~~(b) is unwilling or unavailable to be employed, contract or otherwise engage with the Employer; and/or~~

~~(c) is not of sufficient financial standing (where relevant);~~

~~The Council will not propose or require any changes to the Local Employment Strategy, pursuant to the review mechanism described at paragraph 2.6 of Schedule 3 which impose a greater liability on the Developer, the Owner, the Contractor or 1.2 the Operator as relevant than the Local Employment Strategy as approved by the Council pursuant to paragraph 2.3 of Schedule 3.~~

#### ~~2 Travel Plans~~

~~2.1 The Council will not propose or require any changes to the Construction Travel Plan or the Operational Travel Plan, pursuant to the review mechanisms described in paragraph 4 of Schedule 3 which impose a greater liability on the Developer, the Owner, the Contractor or the Operator as relevant than the Construction Travel Plan or the Operational Travel Plan as approved by the Council pursuant to paragraphs 4.1 and 4.3 of Schedule 3.~~

#### ~~3 Servicing Management Plan~~

~~3.1 Prior to approving the Servicing Management Plan, the Council will consult Transport for London on the draft Servicing Management Plan received from the Owner and Developer and will take account of Transport for London's reasonable comments on the draft Servicing Management Plan.~~

~~3.2 The Council will not propose or require any changes to the Servicing Management Plan, pursuant to the review mechanisms described in paragraph 5 of Schedule 3 which impose a greater liability on the Developer, the Owner, or the Operator as relevant than the Servicing Management Plan as approved by the Council pursuant to paragraph 5.1 of Schedule 3.~~

#### **4Planning Performance Agreement**

~~Upon receipt of a written request from either the Owner or the Developer, the Council will enter into the~~  
The Owner and the Developer covenant with Council to use reasonable endeavours to agree and enter into a Planning Performance Agreement ~~with the Council.~~



[Schedule 3](#)

**Council's Covenants**

~~in relation to the Project~~ The Council covenants with the Owner and the Developer— as follows:

**Planning Performance Agreement**

1.1 Where requested by the Developer or the Owner, to use reasonable endeavours to agree and enter into a Planning Performance Agreement with such parties.

**Contributions**

1.2 To apply all financial contributions received from the Owner or the Developer pursuant to Schedule 2 of this Deed to the respective purposes for which such financial contributions were made.

1.3 In the event that any relevant financial contribution has not been spent or committed for expenditure by the Council within 5 (five) years following the date of receipt the Council shall refund to the payee any part of the relevant financial contribution which has not been spent or committed for expenditure (whether by contract or otherwise).

Schedule 4

~~Schedule 5~~

Framework Construction Travel Plan

[Schedule 5](#)

~~Schedule 6~~

## Framework Operational Travel Plan

~~Schedule 7~~  
~~Form of Planning Performance Agreement~~

**In witness** whereof the parties hereto have executed this Deed on the day and year first before written.

**The Common Seal of**

**LONDON BOROUGH OF ENFIELD**

was affixed in the presence of:

-----  
Authorised Signatory

**Executed as a deed and sealed on  
behalf of North London Waste  
Authority by a duly authorised officer:**

**Authorised  
Officer**

-----  
signature

-----  
print name

-----  
position

**Executed as a deed by LondonWaste  
Limited acting by a director in the  
presence of:**

-----  
Name

signature  
of witness

name

-----  
print name of witness

address

~~Executed as a deed~~ by  
in the presence of:-

-----  
print name signature Director

-----  
print name signature Director/  
Secretary

Comparison Details	
Title	<b>pdfDocs compareDocs Comparison Results</b>
Date & Time	22/08/2016 18:16:36
Comparison Time	2.20 seconds
compareDocs version	v3.4.14.28

Sources	
Original Document	C:\Users\HENDRL\AppData\Local\Temp\DocsCorp\pdfDocs compareDocs\Document\013\AD03.04 Section 106 Draft Agreement.docxDMS Information
Modified Document	[#25153350] [v4] Section 106 Agreement - Deadline 7.docxDMS information

Comparison Statistics	
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Deletions	81
Changes	91
Moves	0
TOTAL CHANGES	416

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<del>Deletions</del>	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	None.
Changed lines	Mark right border.
Comments color	NoHighlightcolor options]
Balloons	True

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
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Character Level	Word	True
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False



Series 03 Draft Development  
Consent Order

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