Date: 2022

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| **Sairam (Holdings) Ltd**  as the Developer  **Sairam (Watford Op) Ltd**  as the Owner  **London Borough of Harrow Council**  as the Council |

Planning Obligation Section 106 of the Town & Country Planning Act 1990 (as amended) relating to Brockley Hill Golf Park, Brockley Hill, Stanmore

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**THIS DEED** is made the …………… day of ………………………… 2022

**BETWEEN:**

1. **SAIRAM (HOLDINGS) LTD** (company registration no. 12205337) whose registered office is at 116 Headstone Drive, Harrow, United Kingdom, HA1 4UH (the "**Developer**");
2. **SAIRAM (WATFORD OP) LTD** (company registration no. 12498308) whose registered office is at 5 Jardine House Harrovian Business Village, Bessborough Road, Harrow On The Hill, Middlesex, England, HA1 3EX (the "**Owner**"); and
3. **LONDON BOROUGH OF HARROW COUNCIL** of Station Road, London HA1 2XY (the "**Council**")

(hereafter called "**the Parties**")

**BACKGROUND:**

1. The Council is the local planning authority for the purposes of the Planning Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable and is also the highway authority for the purpose of the Highways Act for some of the roads in the vicinity of the Development.
2. Barnet Council is the highway authority for the purposes of the Highways Act for some of the roads in the vicinity of the Development.
3. The Developer is the freehold owner of part of the Site known as land at Brockley Hill Golf Park, Brockley Hill, Stanmore HA7 4LR registered at the Land Registry under title number AGL491856.
4. The Owner is the freehold owner of part of the Site known as Brockley Hill Golf Park, Brockley Hill, Stanmore HA7 4LR registered at the Land Registry under title number MX123060.
5. The Developer submitted the Planning Application to the Council for planning permission for the Development on the Site. Following a meeting of the Council's planning committee the Planning Application was refused and is now the subject of the Planning Appeal.
6. The Developer and the Owner have entered into this Deed as a Planning Obligation within the meaning of Section 106 of the Planning Act in support of the Planning Appeal and upon the terms and conditions hereinafter with the intention that it shall be binding upon the Parties and their successors in title and any persons claiming through under or in trust for them.
7. The Parties consider that the matters contained in this Deed are:
   * + - 1. necessary to make the Development acceptable in planning terms;
         2. directly related to the Development; and
         3. fairly and reasonably related in scale and kind to the Development and thus satisfy the requirements of Regulation 122 of the CIL Regs.

**IT IS AGREED:**

1. Operative Part
   1. In this Deed the following words and expressions shall unless the context otherwise permits or requires have the following meanings:

“**Actual Carbon Offset Contribution”** means an additional sum which is payable by the Developer to the Council calculated at **Ninety Five Pounds** (£95) per tonne per annum over a 30-year period (**Two Thousand Eight Hundred And Fifty Pounds** (£2,850) per tonne) to mitigate any further shortfall in or failure to achieve the Carbon Dioxide Emissions Reduction Target identified by the As-Built Part L Calculations and which sum is to be applied towards securing delivery of off-site carbon dioxide emissions reduction measures in the Borough of Harrow;

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

**“Barnet Council”** means the London Borough of Barnet Council of The Burroughs, London NW4 4BG;

1. "**CIL Regs**" means Community Infrastructure Levy Regulations 2010 (as amended);
2. “**Carbon Dioxide Emissions Reduction Target”** means the achievement of a zero carbon development, with a minimum on-site reduction of at least 35 per cent (35%) beyond Building Regulations and where it is demonstrated in the As-Built Part L Calculations that the zero-carbon target cannot be fully achieved on-site, any shortfall should be provided through the Carbon Offset Contribution and the Actual Carbon Offset Contribution respectively;
3. "**Carbon Offset Contribution**" means the sum of **Forty Four Thousand Six Hundred and Thirty Three Pounds** (£44, 633.00) Indexed from the date the Planning Permission is issued to the date payment is due which is payable by the Developer to the Council towards offsetting carbon emissions to achieve the zero carbon target;
4. **"Certificate of Completion"** means a certificate issued by the Council and/or Barnet Council confirming that Highway Works 1 and/or Highway Works 2 (as appropriate) have been substantially completed to the Council and/or Barnet Council's satisfaction;
5. "**Commencement of Development**" means (for the purposes of this Deed and for no other purpose) the date on which any material operation (as defined in Section 56(4) of the Planning Act) begins to be carried out on any part of the Site provided always that the following operations shall not be treated as material operations for the purposes of this Deed;
   1. operations consisting of archaeological investigations,
   2. investigations for the purpose of assessing ground conditions,
   3. remedial work in respect of any contamination or other adverse ground conditions,
   4. the temporary display of site notices or advertisements,
   5. the erection of hoarding for security, and
   6. site clearance and demolition
6. and "**Commence Development**" shall be construed accordingly;
7. "**Council's Monitoring Fee**" means the sum of **Ten Thousand and Eighty Nine Pounds and Twenty Pence** (£10,089.20) to be paid by the Developer to the Council towards the Council’s costs of monitoring the obligations in this Deed;
8. "**Development**" means the demolition of the former golf club buildings and construction of a single and two storey building for a banqueting facility, widening of the existing vehicular access from Brockley Hill, car and cycle parking, waste/recycling storage, landscape enhancement and associated works being the development described in the Planning Appeal;
9. **"Employment and Training Contribution"** means the sum of **Seven Thousand Five Hundred Pounds** (£7,500) Indexed from the date the Planning Permission is issued to the date payment is due which is payable by the Developer to the Council to fund local employment and training programmes;
10. **“Employment and Training Plan**” means a plan in writing setting out measures to facilitate the provision of training and employment opportunities for individuals whose principal place of residence is within the administrative area of the Council arising from the construction of the Development;
11. **"Event Management Plan"** means a document providing a scheme for the provision of overspill car parking and off-site coach parking for Large Events. The scheme to include:
    1. the location of the overspill car parking and how it has been secured;
    2. the location of off-site coach parking;
    3. a strategy in the event of a breakdown or other obstruction in the car park including but not restricted to access for emergency vehicles.
12. "**Event Management Plan Review**" means a review of the Event Management Plan;
13. **"Highways Act"** means the Highways Act 1980;
14. **"Highways Agreement"** means an agreement entered into pursuant to Section 278 of the Highways Act to secure works to highways maintainable at public expense;
15. **“Highway Works 1”** means the following works and any reasonably required related works identified by the Council**:**
    1. A new footpath to the south of the main entrance from the Site onto Brockley Hill, south of the vehicle access, will be constructed to facilitate a pedestrian connection from the Site to the wider network as shown indicatively coloured green on Plan 2.
    2. Alterations including widening access to include an island to prevent right turns into the Site.
16. **“Highway Works 2”** means the following works and any reasonably required related works identified by Barnet Council:
    1. Works relating to the speed limit reduction (40mph to 30mph) on the whole of Brockley Hill.
    2. Works relating to no waiting at any time restrictions along Brockley Hill.
    3. Erection of a sign to ban right turns into the Site.
    4. A custom sign and post discouraging u-turns at Pipers Green Lane.

"**Index**" means the All Items Retail Prices Index published by the Office for National Statistics (or any successor ministry, department or organisation) or if that index is at the relevant time no longer published an alternative index as agreed between the Council and the Developer and **"Indexed"** shall be construed accordingly;

**"Initial Monitoring Report"** means a report outlining the results of the Initial Travel Survey which will demonstrate how the Travel Plan has been implemented to include:

1. measures introduced and actions taken to promote the Travel Plan;
2. progress of the Travel Plan in achieving targets; and
3. in the event that targets set out in the Travel Plan are not achieved, identifying any proposed amendments to the Travel Plan together with a plan for future actions;
4. **"Initial Travel Survey"** means an initial survey of the mode of travel used by guests and staff at two events to be completed within six (6) months of the first Occupation of the Site;
5. "**Interest**" means interest at 4% above the base lending rate of the Bank of England from time to time;
6. **"Large Events"** means an event held at the Site with more than 350 guests;
7. **"Local Business"** means firms or companies whose principal place of business is in within the Borough of Harrow and **"Local Businesses"** shall be construed accordingly;
8. **"Monitoring Report"** means a report outlining the results of the Travel Survey which will demonstrate how the Travel Plan has been implemented during the previous twelve month (12) period to include:
   1. measures introduced and actions taken to promote the Travel Plan;
   2. progress of the Travel Plan in achieving targets; and
   3. in the event that targets set out in the Travel Plan are not achieved, identifying any proposed amendments to the Travel Plan together with a plan for future actions;
9. **"Occupation"** means the occupation of any part of the Development for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “**Occupy**" and "**Occupied**" shall be construed accordingly;
10. "**Plan 1**" means the plan labelled "Existing Site Location Plan" drawing number MP\_00\_0003 Rev 7 annexed to this Deed showing the Site edged red thereon;
11. "**Plan 2**" means the plan labelled "Proposed Footway" drawing number 226759/PD06 annexed to this Deed;
12. "**Planning Act**" means the Town and Country Planning Act 1990 (as amended);
13. "**Planning Appeal**" means the appeal with Planning Inspectorate reference APP/M5450/W/22/3299650 against the refusal of the Planning Application for the Development;
14. "**Planning Application**" means the application for planning permission for the Development in relation to the Site which was registered by the Council under reference number P/3088/20 and is the subject of the Planning Appeal;
15. "**Planning Permission**" means any planning permission subject to conditions granted by the Secretary of State for Levelling Up, Housing and Communities, acting by a planning inspector, pursuant to the Planning Appeal;

“**Practical Completion**” means the issue of a certificate by the Developer’s architect, civil engineer, or chartered surveyor as appropriate (or if constructed by a party other than the Developer, the issue of a certificate by that party’s architect, civil engineer, or chartered surveyor as appropriate) certifying that the Development or a phase of the Development is for all practical purposes sufficiently complete to be put into use;

1. **"Signage Order Contribution"** means the sum of **Six Thousand Pounds** (£6,000) Indexed from the date the Planning Permission is issued to the date payment is due which is payable by the Developer to the Council towards signage order associated with the speed reduction and banning of manoeuvres on Brockley Hill and the signage order for Pipers Green junction under The Road Traffic Regulations Act 1984;
2. "**Site**" means the land and buildings situate at and known as land at Brockley Hill Golf Park, Brockley Hill, Stanmore HA7 4LR registered under title numbers AGL491856 and MX123060 as shown for identification purposes only edged red on Plan 1 hereto;
3. **"SMEs"** means businesses of which small have less than fifty (50) employees and medium have less than two hundred and fifty (250) employees;
4. **"Traffic Management Order Contribution"** means the sum of **Fifteen Thousand Pounds** (£15,000) Indexed from the date the Planning Permission is issued to the date payment is due which is payable by the Developer to the Council towards promoting and implementing parking restrictions on Brockley Hill;

**"Travel Plan"** means a document detailing measures that seek to minimise the number of private cars used by guests and staff to access the Site for an event. Measures to comprise:

* 1. issuing of a travel information sheet to all organisers of events at the Site, guests and staff showing different travel options for gaining access to the Site;
  2. travel information to be available on the Developer's website and on any website of the Owner used for the Development;
  3. free taxi travel for guests and staff between Stanmore Underground Station and the Site;
  4. shuttle bus to transport staff from local areas and stations if there is sufficient demand;
  5. guaranteed free ride home for staff if public transport is not available at the time of travel; and
  6. targets for the reduction in the number of car drivers accessing the Site.

1. **"Travel Plan Co-ordinator"** means a staff member appointed to be responsible for all aspects of travel management to and from the Site;
2. “**Travel Plan Monitoring Contribution**” means the sum of **Five Thousand Pounds** (£5,000) Indexed from the date the Planning Permission is issued to the date payment is due which is payable by the Developer to the Council towards monitoring the implementation of the Travel Plan;
3. **"Travel Plan Period"** means a period of five years from first Occupation of the Site;

“**Travel Plan Remedial Fee**” means the sum of **Ten Thousand Pounds** (£10,000) Indexed from the date the Planning Permission is issued to the date payment is due which is payable by the Developer to the Council towards securing the implementation of reasonable measures necessary to remedy failures identified in the Travel Plan;

1. **"Travel Survey"** means a survey of the mode of travel used by guests and staff at two events per year during the Travel Plan Period;
2. **"TRICS Compliance Survey"** means the national standard system of trip generation and analysis in the United Kingdom
3. ; and
4. "**Working Days**" means any day other than a Saturday, a Sunday, Christmas day, Good Friday or a day which is a bank holiday in any part of the United Kingdom.
5. Construction of this Deed
6. In this Deed unless the context indicates or requires otherwise:-
   1. References in this Deed to clauses, recitals, paragraphs and Schedules are to clauses, recitals, paragraphs and schedules in this Deed.
   2. Singular words shall include the plural and vice versa.
   3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
   4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation covenant restriction or requirement all their obligations covenants restrictions or requirements can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
   5. Any reference to a statute or statutory instrument (whether or not specifically named) shall include any statutes or statutory instruments amending extending consolidating or replacing them and for the time being in force and references to a statute shall include all subordinate instruments, statutory instruments, orders, plans, regulations, byelaws, permissions and directions for the time being made issued or given or deriving validity pursuant to them.
   6. 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 or any other body the successors to its statutory functions.
   7. The headings are for reference only and shall not affect the construction or interpretation of this Deed.
7. Statutory Authority
   1. This Deed is a planning obligation for the purposes of Section 106 of the Planning Act and is made pursuant to Section 106 of the Planning Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, Section 16 of the Greater London Council General Powers Act 1974 together with all other statutory powers and acts pursuant to which the Parties shall be empowered to enter into this Deed.
   2. To the extent that this Deed contains obligations on the part of the Developer those obligations are (insofar as they are capable of being so) planning obligations pursuant to Section 106 of the Planning Act and:-
      1. the said obligations shall bind the Site;
      2. the said obligations shall be enforceable by the Council;
      3. the said obligations shall be enforceable against the Developer and their successors in title to the Site or any part thereof and all persons deriving title to the Site or any part thereof through or under it them or any of them;
      4. to the extent that it contains provisions relating to obligations of the Council with the intent that the obligations shall be given pursuant to Sections 111 of the Local Government Act 1972, Section 1 Localism Act 2011, Section 16 of the Greater London Council General Powers Act 1974 and in relation to any highway obligations Sections 38, 72 and 278 of the Highways Act as appropriate.
8. Legal Effect
   1. The provisions of this Deed shall come into effect upon Commencement of Development apart from clauses 1-4 and 8-14 which shall come into effect on the date the Planning Permission is granted pursuant to the Planning Appeal.
   2. This Deed shall operate as a local land charge on the Site and pursuant to the Local Land Charges Act 1975, as amended, shall be registered in the register of Local Land Charges by the Council.
   3. Nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise by it of its statutory functions and the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed.
   4. This Deed shall be determined and have no further effect if before the Commencement of Development the Planning Permission:
      * 1. expires;
        2. is varied or revoked other than at the request of the Developer; or
        3. is quashed following a successful legal challenge.
   5. This Deed shall cease to have effect if the Planning Appeal is dismissed or if in determining the Planning Appeal the planning inspector expressly states in his decision letter that this Deed does not comply with Regulation 122 of the CIL Regs.
   6. If in determining the Planning Appeal the planning inspector expressly states in his decision letter that any individual obligation within this Deed does not comply with Regulation 122 of the CIL Regs and accordingly attaches no weight to that planning obligation in determining the Planning Appeal that/those said obligation(s) shall cease to have effect and the Developer shall be under no obligation to comply with it.
   7. The Developer shall not be liable for any breach of acovenant, restriction or obligation contained in this Deed after parting with all of its interest in the Site except in respect of liability for any breach of this Deed arising prior to it parting with such interest.
   8. Upon reasonable notice from the Council, the Developer and the Owner shall from the date the Planning Permission is issued allow the Council, their servants, agents and consultants to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed.
   9. Nothing in this Deed shall be construed as prohibiting, limiting, or affecting any right to develop any part of the Site in accordance with a planning permission other than the Planning Permission for the Development.
   10. All Parties acknowledge that they are under a duty to act reasonably and if any consent, approval, or expression of satisfaction is due from one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.
   11. If it is adjudged by any Court or other tribunal of competent jurisdiction that any part (as opposed to the whole) of this Deed is unlawful or unenforceable, that part of the Deed shall be construed as severable from the remainder of this Deed to the effect that the Deed shall be construed and be enforceable as if the said part was never included in this Deed.
9. The Developer and Owner's Obligations to the Council
   1. The Developer and Owner hereby covenants with the Council to observe and perform the obligations, covenants, restrictions and requirements set out in the body of this Deed and in Schedule 1.
10. The Council's Obligations to the Developer and the Owner
    1. The Council hereby covenants with the Developer and the Owner to observe and perform the obligations, covenants, restrictions and requirements set out in the body of this Deed and Schedule 2.
11. Legal Costs
    1. The Developer covenants with the Council to pay to the Council prior to the completion of this Deed the Council’s reasonable legal costs and disbursements incurred in connection with this Deed.
12. No Waiver
    1. The Parties agree that no waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the obligations, covenants, restrictions, requirements, 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 obligations covenants restrictions requirements terms or conditions or from acting upon any subsequent breach or default.
13. Change in Ownership
    1. The Developer agrees to notify the Council in writing within 14 Working Days of any change in ownership of any interest in the Site, such notification to include the date of the change in ownership, details of the new owners full name and registered office (if a company) or usual address (if not) together with the area of the Site disposed of reference to a plan.
14. Late Payments
    1. Without prejudice to any right, remedy or power herein contained or otherwise available to the Council if any payment of any sum to the Council falls due hereunder Interest shall be payable from the due date of payment until the date of actual payment.
15. Jurisdiction
    1. This Deed and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English law.
16. Third Parties
    1. Except as expressly provided none of the provisions of this Deed are intended to or will operate to confer any benefit under the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Deed.
17. Severability
    1. Insofar as any clause or clauses of this Deed are 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.
18. Arbitration
    1. Any dispute or difference that may arise between the Developer and the Owner and the Council in relation to this Deed shall be referred for determination in accordance with the Arbitration Act 1996 by a single arbitrator (whose decision shall be binding on the Parties) appointed:
19. By agreement between the Developer and the Owner and the Council; or
20. In default of an agreement by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written.

1. – The Developer and the Owner's covenants

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

* + 1. **Highway Works** 
       1. To enter into a Highways Agreement with the Council in respect of Highway Works 1 prior to Commencement of the Development and not to Commence or permit Commencement of the Development until such agreement has been completed.
       2. To enter into a Highways Agreement with Barnet Council in respect of Highways Works 2 prior to Commencement of the Development and not to Commence or permit Commencement of the Development until such agreement has been completed.
       3. To complete the Highway Works 1 and Highway Works 2 prior to Occupation of the Development and not to Occupy or permit Occupation of the Development until Highway Works 1 and Highway Works 2 have been completed and a Certificate of Completion has been issued.
    2. **Financial Contributions and Monitoring Fees**
       1. To pay the Traffic Management Order Contribution, Carbon Offset Contribution, the Employment and Training Contribution, the Signage Order Contribution and Council's Monitoring Fee prior to Commencement of Development and not to Commence or permit the Commencement of the Development until such payments have been made to the Council.
       2. To pay the Travel Plan Monitoring Contribution prior to Occupation of the Development and not to Occupy or permit Occupation of the Development until such payment has been made to the Council.
       3. To submit to the Council the As-Built Part L Calculations within 30 Working Days of Practical Completion of the Development.
       4. In the event that the As-Built Part L Calculations approved by the Council pursuant to paragraph 2.3 of this Schedule demonstrates that the Carbon Dioxide Emissions Reduction Target has not been achieved after on-site reductions and the Carbon Offset Contribution are taken into account, the Developer shall pay the Actual Carbon Offset Contribution to the Council within 21 Working Days of the Council’s approval of the As-Built Part L Calculations and not Occupy the Development until it has been paid.
    3. **Employment and Training**
       1. In connection with the construction of the Development, to use reasonable endeavours to ensure that:

Five percent ((5)%) of the work during the construction of the Development should be for SMEs and fall within the remit of the Local Business definition.

All sub‑contracting and tendering opportunities are advertised locally (i.e. in the London Borough of Harrow) to make Local Businesses aware of the opportunities, timescales and procedures to be adopted in tendering for available work in the construction of the Development.

* + - 1. To agree the Employment and Training Plan with the Council prior to Commencement of the Development and not to Commence the Development or permit the Commencement of the Development until the Employment and Training Plan has been approved by the Council in writing;
      2. The Employment and Training Plan to include the following:

1. Employment and training initiatives and opportunities relating to the construction of the Development and details of sector delivery;
2. Initiatives to work with new employees and employers including, jobs brokerage and the provision of appropriate training with the objectives of ensuring effective transition into work and sustainable job outcome;
3. A target for the minimum number of apprentices to be employed on the Site and for the percentage of residents in the administrative area of the Council to be employed on the Site by or through local recruitment agencies or such other recruitment agencies or job centres as may reasonably be considered appropriate;
4. A target for the percentage of BAME and women workers to be employed on the Site through local recruitment agencies or job centres as may reasonably be considered appropriate;
5. The timings and arrangements for the implementation of such initiatives; and
6. Suitable mechanisms for the monitoring of the effectiveness of such initiatives;  
   * + 1. To implement and comply with the Employment and Training Plan as approved by the Council;
       2. To monitor the implementation of the Employment and Training Plan and to provide sufficient monitoring information to the Council, the frequency and length of which shall be set out in and agreed as part of the Employment and Training Plan;
       3. To issue a written statement to its prospective contractors and subcontractors at the stage of tendering for work and contracts associated with the construction of the Development stating that any business invited by the Developer shall be given clear written details of the obligation to comply with the provisions of this Schedule and subsequently include a similar term within any contract.
     1. **Travel Plan**
        1. At least six months prior to the first Occupation of the Site, to:

submit the Travel Plan to the Council; and

appoint the Travel Plan Co-ordinator and notify the Council in writing of the name, address, telephone number and e-mail address of the person appointed.

* + - 1. To implement the Travel Plan from the date the Travel Plan is approved by the Council in writing and to comply with the requirements contained therein at all times.
      2. To undertake an Initial Travel Survey within six (6) months of the first Occupation of the Site.
      3. Within two (2) months of the Initial Travel Survey being undertaken, to submit the Initial Monitoring Report to the Council.
      4. To undertake a Travel Survey twelve (12) months after the Initial Travel Survey was undertaken and thereafter at the end of each twelve month period for the duration of the Travel Plan Period.
      5. Within two (2) months of each Travel Survey being undertaken, to submit a Monitoring Report to the Council for the duration of the Travel Plan Period.
      6. To implement further suitable and reasonable measures and initiatives as identified in the Initial Monitoring Report and Monitoring Report (such measures and initiatives to be subject to the prior written approval of the Council) to ensure the objectives and targets contained in the Travel Plan are being achieved.
      7. To co-operate with the Council in such a manner on such occasions as the Council reasonably require in the verification of the accuracy of any data used to assess the extent to which the objective in the Travel Plan have been achieved.
      8. Prior to the first Occupation of the Site, to deposit the Travel Plan Remedial Sum with the Council for a period of five (5) years to guarantee:

the implementation of all measures specified in the Travel Plan;

the completion of surveys/questionnaires as specified in the Travel Plan; and

the submission of monitoring reports to the Council as specified in the Travel Plan.

* + 1. **Event Management Plan**
       1. To agree an Event Management Plan with the Council prior to Commencement of Development and not to Commence Development or permit the Commencement of Development until the Event Management Plan has been approved in writing by the Council.
       2. To implement the Event Management Plan from first Occupation of the Site.
       3. To undertake an Event Management Plan Review within six months of the first Large Event at the Site and thereafter at the end of each twelve (12) month period for the duration of the Travel Plan Period.
       4. Within two (2) months of the Event Management Plan Review being undertaken, to submit a summary of the same to the Council.
       5. To implement further suitable and reasonable measures and initiatives as identified in the Event Management Plan Review (such measures and initiatives to be subject to the prior written approval of the Council) to ensure the objectives and targets contained in the Event Management Plan are being achieved.
    2. **Notices**
       1. Toinform the Council in writing between 1 calendar month and 10 Working Days prior to Commencement of the Development, Practical Completion and first Occupation of the Development.

1. – The Council's covenants

The Council covenants with the Developer as follows:-

* + - 1. To operate, abide by and comply with the arrangements, terms, conditions and obligations for the purposes set out in Schedule 1.
      2. Following receipt of the Signage Order Contribution, to promptly transfer that Signage Order Contribution to Barnet Council.
      3. Following receipt of the Traffic Management Order Contribution, Travel Plan Monitoring Contribution, the Signage Order Contribution, the Employment and Training Contribution, the Carbon Offset Contribution and the Actual Carbon Offset Contribution (as applicable) to apply the Traffic Management Order Contribution, Travel Plan Monitoring Contribution, the Signage Order Contribution, the Employment and Training Contribution, the Carbon Offset Contribution and the Actual Carbon Offset Contribution (as applicable) only for the purposes specified in this Deed unless otherwise agreed in writing by the Developer.
      4. Following receipt of the Travel Plan Remedial Sum;

to place the Travel Plan Remedial Sum on deposit in the Council's bank account as a separate and identifiable sum and to attribute a rate of interest thereon; and

to hold the Travel Plan Remedial Sum on account for the Developer unless needed to be spent in accordance with paragraph 1.5 of Schedule 2.

* + - 1. During the Travel Plan Period, the Council shall be entitled to apply the Travel Plan Remedial Sum to secure the objectives of the Travel Plan (including any consequential reasonable administrative costs and expenses incurred by the Council).
      2. To release and return the Travel Plan Remedial Sum together with any accrued Interest to the Developer upon expiry of five (5) years following first event being held at the Site.
      3. In the event that any of the said monies have not been expended, or contractually committed to be spent by the fifth anniversary of the date of receipt by the Council of the final instalment, then the Council shall at that time repay to the person who paid it, the Traffic Management Order Contribution, Travel Plan Monitoring Contribution, the Signage Order Contribution, the Employment and Training Contribution, the Carbon Offset Contribution and the Actual Carbon Offset Contribution (as applicable) or the balance thereof (if any) together with all Interest accrued upon such balance (if any) as may have arisen.

**THE COMMON SEAL** of )

**LONDON BOROUGH OF HARROW** )

**COUNCIL** was hereunto affixed in the )

presence of:- )

Authorised Signatory …………………………………

Print Name …………………………………

Job Title …………………………………

**SIGNED AS A DEED** by **SAIRAM (HOLDINGS) LTD** )

acting by **[ ]** )

a director

Signature …………………………………

Print Name …………………………………

In the presence of witness:

Signature …………………………….

Name …………………………….

Address …………………………….

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**SIGNED AS A DEED** by **SAIRAM (WATFORD OP) LTD** )

acting by **[ ]** )

a director

Signature …………………………………

Print Name …………………………………

In the presence of witness:

Signature …………………………….

Name …………………………….

Address …………………………….

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