



Dated

26th September

2011

The Mayor and Burgesses of the London Borough of Richmond Upon Thames

and

Tide End (Burlington Road) Limited

and

Richmond Upon Thames Churches Housing Trust Limited

Deed of Variation of Section 106 Agreement

Waldegrave Arms, 209 Waldegrave Road, Teddington TW11 8LX

Trowers & Hamlins LLP
Sceptre Court
40 Tower Hill
London
EC3N 4DX

t +44 (0)20 7423 8000
f +44 (0)20 7423 8001
www.trowers.com

trowers & hamlins

This Deed

dated

26th September 2011

Parties

- 1 **The Mayor and Burgesses of the London Borough of Richmond Upon Thames** of Civic Centre, 44 York Street Twickenham Middlesex TW1 3BZ (the **Council**)
- 2 **Tide End (Burlington Road) Limited** (06480262) a company incorporated in England and Wales whose registered office is at PO Box 1295 20 Station Road Gerrards Cross Buckinghamshire SL9 8EL (the **Original Owner**); and
- 3 **Richmond Upon Thames Churches Housing Trust Limited** an industrial and provident society registered under the Industrial and Provident Societies Act 1965 registration number 17956R and a registered social landlord Housing Corporation Registration number L0310 whose registered office is at 13 Castle Mews High Street Richmond Upon Thames Middlesex TW12 2NN (the **Trust**)

Introduction

- (A) The Council is the local planning authority for the purposes of the Act and the authority by whom the covenants contained in this Deed and the Section 106 Agreement are enforceable
- (B) The Council the Original Owner and the Trust entered into the Section 106 Agreement
- (C) The Original Owner has disposed of its freehold interest in the Property to the Trust but is beneficially entitled to the grant of a leasehold interest in the public house to be retained in the Development on completion of the Development
- (D) Condition U31246 of the First Revised Permission precluded the commencement of development until details of schemes for the provision of health, education, public realm and transport infrastructure and affordable housing have been submitted to and approved by the Council
- (E) A Second Revised Application has been submitted for determination by the Council
- (F) The parties have agreed to enter into this deed to confirm that the provisions of the Section 106 Agreement have effect with reference to the Planning Permission as varied by the First Revised Permission and the Second Revised Permission

Operative clauses

1 **Interpretation and definitions**

In this Deed all expressions and definitions shall have the meaning ascribed to them in the Section 106 Agreement save where they are specifically defined herein

1.1 Definitions

First Revised Permission means planning permission reference 10/0029/FUL granted by the Council on 29 March 2010 amending the Planning Permission to allow for demolition of structurally unsound existing roof and walls above the dental cornice at first floor level, to be replaced like for like to match the existing

Planning Permission means the original planning permission granted under reference 07/3470/FUL on 11th February 2008 in respect of the Property for the refurbishment of the existing public house retaining the A4 use at ground floor level, 3 flats at the upper floor and construction of 2 x 3 storey buildings comprising 19 flats with associated parking for 20 cars

Revised Planning Permission means the Planning Permission as varied by the First Revised Permission and the Second Revised Permission

Second Revised Application means an application to the Council with reference 11/2252/VRC submitted on behalf of the Original Owner for various minor amendments to the Planning Permission

Second Revised Permission means any consent to be issued pursuant to the Second Revised Application

Section 106 Agreement means an agreement made pursuant to Section 106 of the Act between the parties to this Deed dated 26 August 2009 a copy of which is annexed to this Deed

1.2 Statutory Authorities

This Deed is made in accordance with Section 106 and Section 106A of the Act

2 Variation

2.1 The parties hereby agree that from the date hereof the definition of Planning Permission in the Section 106 Agreement shall be varied to include in the definition the First Revised Permission and with effect from the date that the Second Revised Permission is granted the Section 106 Agreement is varied so that all references to the Planning Permission are interpreted as references to the Revised Planning Permission

2.2 Nothing in Clause 2.1 will affect any discharge of obligation, consent, permission or waiver made or given by the Council in respect of the Section 106 Agreement or the Planning Permission prior to the date of this Deed and such discharge, consent, permission or waiver shall be treated as applying to the Revised Planning Permission in the same manner and to the same extent as it applied to the Planning Permission

3 Future construction

3.1 The Section 106 Agreement will, from the date of this Deed, take effect and be construed taking account of the variation effected by this Deed

3.2 The parties confirm that the covenants and conditions contained in the Section 106 Agreement (except as varied by this Deed) are to continue in full force and effect

4 **Planning contributions**

The parties agree and confirm that the Contributions payable pursuant to the provisions of the Section 106 Agreement satisfy the planning conditions relating to financial contributions in each of the Planning Permission, the First Revised Permission and the Second Revised Permission and that the Contributions are not required to be paid more than once to satisfy those planning conditions

5 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this Deed is intended to confer any benefit on any person who is not a party to it

6 **Charities Act statements**

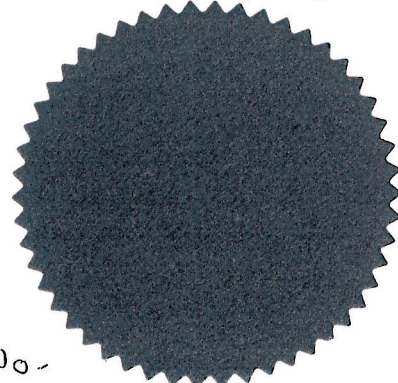
The Property is held by the Trust, an exempt charity

This Deed has been executed as a Deed and is delivered on the date stated at the beginning of it.

THE COMMON SEAL of THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF RICHMOND UPON)
THAMES was hereunto affixed in the)
presence of

) C. War

Authorised Officer



Seal Reg. No. -
1831/03

Executed and delivered as a DEED by)
TIDE END (BURLINGTON ROAD))
LIMITED (pursuant to a resolution of its)
Board of Directors) acting by)

Director

Director/Secretary

[Handwritten signature]
[Handwritten signature]

THE COMMON SEAL of RICHMOND)
UPON THAMES CHURCHES HOUSING)
TRUST LIMITED was hereunto affixed in)
the presence of)

Board Member

Secretary

[Handwritten signature]
[Handwritten signature]

