

11/1443/FUL

THIS DEED OF AGREEMENT is made the *29th* day of *March* two thousand and twelve

## BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham TW1 3BZ ("the Council")
- (2) **NETWORK RAIL INFRASTRUCTURE LIMITED** of Kings Place, 90 York Way, London, N1 9AG (Company Registration Number 04402220) ("the Owner")
- (3) **SOLUM REGENERATION (GP) LIMITED** of Tempsford Hall, Sandy, Bedfordshire, SG19 2BD (Company Registration Number 06615309) ("the Developer")

## INTERPRETATION

IN this Deed the following words and expressions shall have the following meanings:-

"the 1990 Act"	the Town & Country Planning Act 1990
"Accredited Car Club Provider"	an organisation accredited in the United Kingdom by Car Plus which provides cars for use by members of a Car Club in consideration of payment thereof
"Affordable Housing"	subsidised housing irrespective of tenure or ownership that will be available to people who are on a register maintained by the Council and registered social landlords who have properties in the Council's administrative area or (in the absence of such persons) persons who fulfil the occupation criteria of the relevant registered social landlords
"Car Club"	a local club operated and managed by an Accredited Car Club Provider in which members can book cars owned by the Accredited Car Club Provider and parked in specifically reserved car club spaces and use them for the period of the booking
"Car Plus"	the national charity (No. 1093980) promoting responsible car use and which operates an accreditation scheme for Car Clubs
"Commercial Travel Plan"	A Travel Plan for the Commercial Units created in accordance with the provisions of paragraph 17 of the First Schedule
"Commercial Units"	the commercial units which form part of the Development
"Contributions"	means together the First Education Contribution and the River Crane Enhancement Contribution comprising a total amount of three hundred and twenty five thousand pounds (£325,000.00)



NOTES

- 1 The Contractor must check and confirm dimensions.
- 2 All discrepancies must be reported and resolved by Architect before works commence.
- 3 This drawing is not to be scaled.
- 4 All work and materials to be in accordance with applicable Statutory Legislation and to comply with all relevant Codes of Practice and British Standards.

— PLANNING APPLICATION SITE BOUNDARY

B ISSUED FOR PLANNING	05/04
A SITE AREA UPDATE	20/10
Rev	Date

SEAL NO.  
31029

ROLFE JUI  
PLAN  
ARCHITECT  
INTEC

Old Church  
Clylands  
The  
London SW1  
Telephone: 020 7558  
Fax: 020 7556  
www.rolfe-judd.

Client

ASSISTANT COMPANY SECRETARY

Authorised Signatory as approved

**Solum**

Network Rail Infrastructure  
Limited on 28 September 2011

Network Rail & Kier in partnership

Project  
**TWICKENHAM STATION  
REDEVELOPMENT**

Drawing  
**LOCATION PLAN (RED LINE)**

Scale	Date	Drawn
1:1250 (A3)	NOV 10	EM
Drawing No	Revision	
4674 / T(10)LP00	B	
CAD Ref No		

"CPZ"	Controlled Parking Zone
"the DCM"	the Council's Development Control Manager for the time being or such other person as may be appointed from time to time to carry out that function
"the Development"	the development described in the Planning Application
"Expert"	such expert as may from time to time be appointed for the purposes of resolving a relevant dispute being an expert in the matter under dispute with not less than twenty years experience in the relevant field
"First Education Contribution"	the sum of two hundred and ninety-three thousand pounds (£293,000)
"Health Contribution"	the sum of twenty-eight thousand one hundred and thirty seven pounds and twenty-seven pence (£28,137.27)
"Indexed"	increased in accordance with the formula whereby the relevant contribution is multiplied by the fraction A divided by B where B represents the value of the Construction Prices Index (All Items) as at the date of this deed and A represents the value of the same index as at the date of payment of the relevant contribution to the Council
"Interest"	4% above the Bank of England Base Rate from time to time in force
"LDF"	the Council's Local Development Framework
"Material Start"	the carrying out in relation to the Development of a material operation as defined in Section 56(4) of the 1990 Act save that such shall not include works of demolition; operational works to the railway lines; works of site clearance; ground investigations; site survey works; laying of services and service media; construction of temporary accesses; archaeological investigation; landscaping works off the public highway; and noise attenuation works
"Monitoring Fee"	Thirty-four thousand three hundred and sixty pounds and sixty-nine pence (£34,360.69)
"New Permission"	A planning permission authorising the redevelopment of the Property in a manner which would if such redevelopment were completed cause the Owner or the Developer to be in breach of any or all of the provisions contained in this Agreement

"Overage Payment"	means the sum payable to the Council pursuant to paragraph 11.5 of the First Schedule
"Plan 1"	the plan attached hereto and labelled Plan 1
"Plan 1A"	the plan attached hereto at Appendix 2 and labelled Plan 1A
"Plan 1B"	the plan attached hereto at Appendix 3 and labelled Plan 1B
"Plan 1C"	the plan attached hereto at Appendix 4 and labelled Plan 1C
"Plan 2"	the plan attached hereto at Appendix 5 and labelled Plan 2
"Plan 3"	the plan attached hereto at Appendix 6 and labelled Plan 3
"Plan 4"	the plan attached hereto at Appendix 7 and labelled Plan 4
"Plan 5"	the plan attached hereto at Appendix 8 and labelled Plan 5
"the Planning Application"	the planning application accepted by the Council on 5 <sup>th</sup> May 2011 bearing reference number 11/1443/FUL for the redevelopment of Twickenham Station to provide Phase 1 and Phase 2
"the Planning Permission"	the planning permission to be granted by the Council pursuant to the Planning Application
"the Platform Option Sum"	means the cost of the works to the podium as set out in paragraph 12.1 and 13.1 of the First Schedule limited to a total amount of £1,402,000.00
"the Property"	means the Railway Station London Road Twickenham TW1 1BD as shown edged red on Plan 1
"Phase 1"	Removal of existing footbridge structure and access gantries to the platforms and a phased redevelopment to provide provision of temporary replacement access gantries including relocation of out of hours access bridge adjustment of existing platform canopies and rebuilding of a section of the London Road wall. Erection of a podium over the railway lines
"Phase 2"	Demolition of existing station building and temporary provision of ticket office during construction period a new station concourse with stairs and lifts to platform

level; three buildings ranging in height between 7 storeys and 2 storeys (where measured from London Road Bridge) comprising 115 residential units, 734 sq.m of flexible Use Class A1 (shops), A2 (Financial and Professional Services), A3 (restaurant and cafe) and space plant space a combined heat and power plant and green roofs; sustainable transport facilities to include a taxi rank, kiss and ride and car club spaces 27 commuter car parking spaces (including disabled spaces) 7 residents disabled spaces, delivery and servicing spaces, electric car charging points, 250 covered cycle spaces for commuters and 208 covered cycle spaces for residents; provision of a new station plaza, river walkway including children's playspace, soft and hard landscaping; and off site highway works to include the relocation of the existing bus stop

- "Public Realm Contribution" one hundred and thirty thousand one hundred and fifty-eight pounds and eighty pence (£130,158.80)
- "Residential Unit" the residential units forming part of the Development
- "River Crane Enhancement Contribution" the sum of thirty-two thousand pounds (£32,000)
- "Riverside Walkway" The walkway alongside the River Crane and associated public open space as more fully described in Part VI of the First Schedule hereto
- "Second Education Contribution" the sum of fifty-two thousand and forty-nine pounds (£52,049)
- "Surface Level Works" to provide a level surface pedestrian access which is safe in wet and dry weather with adequate lighting CCTV and appropriate signage including directions to station platforms, Twickenham Town Centre, the Rugby Football Union Stadium, the Harlequin's Rugby Football Club's Stoop Stadium and the Richmond Tertiary College within land adjacent to the Property
- "TOC" means Train Operating Company
- "Transport Contribution" the sum of fifty-five thousand two hundred and ninety-four pounds and ninety-three pence (£55,294.93)
- "Traffic Surveys" the surveys to be carried out by an independent transport consultant in accordance with the terms of paragraphs 9.1 and 9.2 of the First Schedule to ascertain if a variation of the hours of operation of the CPZs is required as a result of changed parking usage arising as a consequence of the Development

"Travel Plan"	A Travel Plan for the Residential Units created in accordance with the provisions of paragraph 17 of the First Schedule
"Unallocated Amount"	means the amount, if any, of any of the Contributions and Overage Payment or any other payment made pursuant to the provisions of the First Schedule that has not been expended or otherwise committed by the Council as appropriate for the purpose for which they were paid in accordance with this Agreement
"Underpass"	the existing footpath and vehicular underpass route beneath London Road from the Property to the western side of London Road shown coloured yellow on Plan 1B for identification purposes only
"Unregistered Land"	the root of title for the Property is evidenced by a conveyance dated 18 July 1954 made between Cole GB & Others (1) and London & South West Trains (2) together with a conveyance dated 1 December 1881 between Cole GB & Others (1) and London & South West Trains (2)
"Walkway Agreement"	An agreement made between the Owner, the Developer and the Council under Section 35 of the Highways Act 1980 pursuant to paragraph 14.2 of this First Schedule

**WHEREAS:**

- (1) The Council is the local planning authority for the administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106(a) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (2) The Owner is the freehold owner of the Unregistered Land free from encumbrances that would prevent the Owner entering into this Deed
- (3) The Owner consents to the terms of this Deed
- (4) The Developer consents to the terms of this Deed
- (5) Pursuant to the Planning Application the Developer has applied to the Council for the Planning Permission
- (6) At its meeting on 19 December 2011 the Council's Planning Committee resolved to grant the Planning Permission for the Development subject to the completion of an agreement under Section 106 of the 1990 Act to secure the obligations set out in the First Schedule hereto
- (7) It is agreed between the Council the Owner and the Developer that none of the obligations contained within the Deed shall apply or be enforceable against the relevant

TOC or any other person or entity operating railway services as part of the national rail network

**NOW THIS DEED WITNESSETH** as follows:-

1. THIS Deed is made pursuant to Section 106 of the 1990 Act and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of Section 106 of the 1990 Act and receipt of a copy of this Deed pursuant to subsection 106(10) of the 1990 Act is hereby acknowledged by the Council
2. THE Developer hereby covenants with the Council to perform and observe the obligations set out in the First Schedule to this Deed insofar as they are expressed to be the Developer's obligations
3. The Owner hereby covenants with the Council to perform and observe the obligations set out in the First Schedule to this Deed insofar as they are expressed to be the Owner's obligations
4. THE Council covenants with the Developer and the Owner:
  - (a) to accept the Developer and the Owner's covenants herein and to grant the Planning Permission within 5 working days of the date of this Deed;
  - (b) to use the sums to be paid to it pursuant to Part IV of the First Schedule hereto for the furtherance of education provision;
  - (c) to use the sums to be paid to it pursuant to Part IX of the First Schedule hereto for the purposes set out at paragraphs 9.2 – 9.3 of the First Schedule only;
  - (d) to undertake works for the enhancement of the River Crane and its banks up to the value of the River Crane Enhancement Contribution to be paid to it pursuant to Part V of the First Schedule to this Deed;
  - (e) to supervise pursuant to section 278 of the Highways Act 1980 the works to London Road in proximity to the Property and as shown on Drawing Number 4674/T(20)P00REVD which formed part of the Planning Application attached hereto;
  - (f) on completion of the works described in paragraph 8.1 of the First Schedule to this Deed (works to the stairwell connecting London Road with Mary's Terrace) to pay to the Developer the sum of forty-nine thousand five hundred and ninety-one pounds (£49,591) PROVIDED THAT the actual cost of the works are not less than £66,000 and in the event of the actual cost of the works being less than £66,000 to reduce the said payment of £49,951 in proportion to the difference between the actual cost of the works and £66,000;
  - (g) to apportion such moneys as are paid to it pursuant to Part XI of the First Schedule of this Deed:
    - i. the first £300,000 to the Second Education Contribution the Public Realm Contribution the Health Contribution and the Transport Contribution PROVIDED THAT if the total moneys received are less than £300,000 then to apportion the same to the aforementioned contributions in the relative proportions that each contribution bears to the totality of the contributions;
    - ii. the next £1,000,000 or part thereof for the purposes of Affordable Housing; and
    - iii. the remainder thereof and up to the balance of the Maximum Sum (as defined in paragraph 11.1 of the First Schedule to this Deed) for the purposes of Affordable Housing (£4,780,437.00) and for transport related

purposes (£128,573.87) PROVIDED THAT if the sum received is less than the Maximum Sum then such lesser receipt shall be held for Affordable Housing and transport related purposes in the relative proportions 97.38% for Affordable Housing and 2.62% for transport related purposes

- (h) to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed and where any notice, consent or approval authorisation or agreement is required under the terms of this Deed the Council will not unreasonably withhold or delay such notice consent or approval authorisation agreement or similar affirmation;
- (i) The Council agrees with the Developer and the Owner that following receipt of a demand in writing from either the Developer or the Owner the Council will repay any Unallocated Amount in respect of any payment made pursuant to the First Schedule including the residue of any Overage Payment and the residue of any sum paid pursuant to paragraph 11.2 of the First Schedule to the party who made the relevant payment PROVIDED THAT such demand is not made until the expiry of the period which is 5 years from the date the relevant payment was initially made together with Interest calculated from the date of the Developer's or Owner's demand until the date of repayment and upon receipt of a written request the Council will issue a certificate showing all payments made from the account into which such payments were applied

5. The Developer covenants with the Owner as follows:

- 5.1 To observe and perform the obligations in this Deed and to indemnify the Owner in respect of any breach or non observance of them by the Developer or any other person acting with the authority of the Developer and it is acknowledged by the Developer that this obligation and indemnity extends to the Developer having sole responsibility for the observance and performance of all the obligations and requirements of the First Schedule of this Deed notwithstanding that the relevant obligation or requirement is expressed to be imposed on either "the Owner" the "Owners" or "the Developer" or a combination of these parties in the said Schedule PROVIDED THAT this indemnity excludes any liability whatsoever in relation to non-payment of The Platform Option sum in respect of the obligations at paragraphs 12 and 13 of the First Schedule
- 5.2 Provided that the Owner does not carry out the construction of the Development in breach of this Agreement, to indemnify the Owner against any costs, claims, liabilities, losses and demands which may be made against them by reason of entering into this Deed
- 6. The Owner hereby acknowledges that it has entered into a development agreement with the Developer which permits the Developer to develop the Property and the extent of the land shown coloured red on Plan 1A in accordance with the Planning Permission and to enter into the Developer's covenants as contained in this Deed in respect of the Property and the extent of the land shown coloured red on Plan 1 A and to bind the Property in respect thereof and FURTHER COVENANTS with the Council that it will not itself develop the Property or any of the areas coloured red on Plan 1A or permit the Development of the Property or the area coloured red on Plan 1A by any other person or body unless such other person or body as the case may be has completed obligations with the Council which replicate both the Owner's and the Developer's covenants contained in this Deed unless the Council should agree to any variation thereto
- 7. IT IS HEREBY AGREED and DECLARED:-  
*Miscellaneous agreements and declarations*
  - (a) Nothing contained in this Deed constitutes planning permission



- (b) Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
- (c) If any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible
- (d) Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa
- (e) A reference to a clause is a reference to a clause contained in this Deed
- (f) The expressions "the Council" and "the Developer" and "the Owner" shall include their respective successors in title and assignees

*Local land charge provisions*

- (g) This Deed is a Local Land Charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof
- (h) The Council will, upon written request by the Developer or the Owner if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Developer and the Owner hereunder have been wholly performed or discharged

*Reference to statutes and statutory instruments*

- (i) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

*Variations*

- (j) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation
- (k) This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of any further planning application as if this Deed had been completed pursuant to such a planning application and a new planning permission granted pursuant thereto

*English law applicable*

- (l) The construction validity and performance of this Deed shall be governed by English law

*Effect of revocation of planning permission*

- (m) In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner and the Developer or its successors in title the obligations of the Owner and the Developer under this Deed shall thereupon cease absolutely and in that event the Council will repay to the party who made the relevant payment such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent

*Waivers not to be of a continuing nature*

- (n) No waiver (whether express or implied) by the Council of any breach or default by the Owner or the Developer in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner and the Developer

*Liability of subsequent Owners and release of former Owners*

- (o) The provisions hereof shall be enforceable by the Council against the Owner and the Developer and all persons who shall have derived title through or under it in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its freehold interest in such land) SAVE THAT the provisions of this Deed shall not be enforceable against owners or occupiers of leasehold interests in individual Residential Units or Commercial Units other than those relating to restrictions on the issue of on-street car parking permits and membership of a Car Club in Parts II and III of the First Schedule hereto and shall not be enforceable against the relevant TOC or any other person or entity operating railway services as part of the national rail network

*Contracts (Rights of Third Parties) Act 1999*

- (p) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or is capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council and the Owner and the Developer

*Release*

- (q) This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council the Developer or the Owner) in the following circumstances: if a Material Start has not taken place within 3 years of the date of this Deed or the Planning Permission having been granted shall be varied or revoked at any time; or the Planning Permission having been granted is quashed following a successful legal challenge; or at any time after the date of this Deed the Council or any other competent statutory authority grants a New Permission under which Development is implemented for the purposes of a Section 56 of the 1990 Act and in any such case any sums paid under this Deed shall be repaid to the party who made the payment by the Council forthwith together with interest at the Base Rate of Barclays Bank plc from the date such sums were received by the Council until the date of repayment

*VAT clauses*

- (r) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (s) if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

*Interest on late payment*

- (t) if any of the contributions is not paid to the Council by the time that it is due then interest shall be paid on such contribution from the date that the contribution became due to the date of actual payment

*Community Infrastructure Levy Regulations 2010*

- (u) The terms of this deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and are fairly and reasonably related in scale and kind to the Development

*Resolution of disputes*

- (v)
  - i. The Owner the Developer and the Council hereby agree that in the event that any dispute disagreement or other substantive matter of contention shall arise between them as to the terms of this Deed and/or the performance of the powers duties and other functions of any of the parties under it and in which proceedings are likely to be or may already have been commenced in the courts:
    - a) the parties shall (save in case of emergency) first refer the said dispute to senior representatives of the parties in dispute who shall (within 10 working days of a notice from any party to the others) meet to attempt in good faith to resolve the dispute amicably on a full and final basis;
    - b) in the absence of such resolution the parties shall then use such alternative dispute resolution mechanisms as may be appropriate in the circumstances of the case and having due regard to all relevant judicial protocols and other relevant guidance and advice and shall not unreasonably withhold or delay their agreement to such a procedure;
    - c) the parties shall act reasonably in consequence of a decision made under an alternative dispute resolution process.
  - ii. For the avoidance of doubt it is agreed and declared that nothing in this clause 7 (v) shall require the Council to act otherwise than lawfully and reasonably in the

exercise of their respective powers in the public interest in resolving any such dispute disagreement or other substantive matter of contention

- iii. Any unresolved difference or dispute which shall arise between the parties may be referred to an Expert in accordance with the provisions of clauses 7 (v) below.
- iv. Any difference or dispute which shall arise between the parties in respect of the matters referred to in this clause 7 shall first be dealt with in the manner provided in clause 7 (v) (i) and failing agreement between the senior representatives of the parties in dispute within 10 working days of such a referral then any party to the dispute shall be entitled by a further notice ("**Dispute Notice**") to refer the difference or dispute to an Expert to be determined in the manner provided in the following sub-clauses of this clause 7 (v)
- v. The Expert shall be appointed by agreement between the parties to the dispute and failing such agreement being reached within 10 working days of the service of the Dispute Notice then on the application of any party to the dispute by such one of the following as the parties to the dispute shall (subject to clause 7 (v) (vi) below) agree to be appropriate having regard to the nature of the difference or dispute in question:
  - a) the President for the time being of the Royal Institution of Chartered Surveyors:
  - b) the President for the time being of the Institute of Civil Engineers;  
and
  - c) the President of the time being of the Law Society
- vi. If within 20 working days after the service of the Dispute Notice the parties to the dispute have failed to agree which of the persons referred to in clause 7 (v) (v) is appropriate to appoint as the Expert then he shall be appointed on the application of any party to the dispute by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors
- vii. The parties to the dispute shall be given an opportunity to make representations to the Expert in the manner and in accordance with directions given by him
- viii. The decision of the Expert shall (save in case of manifest error) be final and binding on the parties to the dispute
- ix. Except as otherwise provided in this sub-clause each party to the dispute shall bear their own costs of the referral to the Expert and the fees and expenses (if any) of the Expert shall be borne by the parties to the dispute in equal shares SAVE that the Expert may make an award of costs in such other proportions as the Expert may determine (including as to the fees and expenses of the Expert) and any such award shall be final and binding on all parties.

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

## FIRST SCHEDULE

### COVENANTS BY THE DEVELOPER

#### Part I – Notice of Commencement

1. To give notice in writing to the DCM of its intention to commence the Development at least one month before making a Material Start and a further notice at least one month before the implementation of Phase 2 of the Development

#### Part II – Car Parking Permits

- 2.1 Not to occupy or dispose of or allow any person to occupy or dispose of any of the Residential Units or Commercial Units to be created as part of the Development unless a notice has been served on such person that pursuant to the Council's relevant policies in the LDF or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit or business permit as the case may be to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council
- 2.2 Not to issue any permit or other permission to the occupants or owners of the Residential Units or the Commercial Units to be created as part of the Development to park in car parks adjacent to or in the neighbourhood of the Property which are owned or controlled by the Owner and the Developer other than individual contracts for one occasion

#### Part III - Car Club

- 3.1 Prior to the making of a Material Start in relation to the Development to submit to the DCM details of the name of and correspondence with Accredited Car Club Providers indicating the intention of the Developer to establish that the Residential Units and Commercial Units to be constructed as part of the Development have membership of a Car Club at the Property including a proposed establishment date for his approval and not to make a Material Start in relation to Phase 2 of the Development unless and until the Accredited Car Club Provider for the Development has been approved by the DCM
- 3.2 Not to occupy or permit or allow the occupation of any part of the Development for residential or commercial purposes until:-
  - 3.2.1 it has procured at its own expense that each Residential Unit and Commercial Unit forming part of the Development has membership of the approved Car Club (one per household or Commercial Unit) for the lifetime of the Development and has provided a copy of the final signed and dated contract with the Accredited Car Club Provider to the DCM
  - 3.2.2 it has promoted and advertised to each potential occupier of the Development the value and benefits of membership of a Car Club
  - 3.2.3 it has included a provision in any lease, licence or tenancy agreement affecting the whole or part of the Property that each Residential Unit and Commercial Unit shall be entitled to belong to the Car Club at the Property

- 3.2.4 to reserve three car parking spaces within the Property solely for the use of motor vehicles provided by or used for the purposes of a Car Club and to mark them out for that purpose
- 3.3 In the event that the Accredited Car Club Provider is no longer able to provide the Car Club for the Development the Developer shall notify the DCM in writing and shall then use reasonable endeavours to secure another Accredited Car Club Provider for the Development in accordance with the provisions of this Deed

#### **Part IV- Education Contribution**

- 4.1 Within one year of a Material Start to Phase 2 of the Development to pay 50% of the First Education Contribution to the Council
- 4.2 Within one year of the first payment of 50% of the First Education Contribution to pay the remainder of the First Education Contribution to the Council

#### **Part V- River Crane Enhancement Contribution**

- 5.1 Within one year of a Material Start to Phase 2 of the Development to pay 50% of the River Crane Enhancement Contribution to the Council
- 5.2 Within one year of the first payment of 50% of the River Crane Enhancement Contribution to pay the remainder of the River Crane Enhancement Contribution to the Council

#### **Part VI- Riverside Walkway**

- 6.1 Prior to occupation of the Residential Units to lay out the Riverside Walkway in accordance with the details shown on drawing number W103556Y06D forming part of the Planning Application and to allow the public access thereto between dawn and dusk on every day throughout the year for the lifetime of the Development without cost such public access to begin not later than a date immediately before the occupation of any of the Residential Units PROVIDED THAT
- i. the Owner and the Developer will be entitled to close temporarily the Riverside Walkway and associated open space from time to time for the purposes of carrying out maintenance or otherwise;
  - ii. the Owner and the Developer will be entitled to obstruct temporarily the Riverside Walkway and associated open space from time to time for the purposes of carrying out maintenance works or in the provision of local events

and PROVIDED FURTHER THAT any closure under 6.1.i and 6.1.ii of this paragraph shall not exceed two successive days without the Council's prior consent such consent not to be unreasonably withheld or delayed and FOR THE AVOIDANCE OF DOUBT the Council and the Owner and the Developer hereby agree that it is not the intention of the Owner and the Developer to dedicate this Riverside Walkway or open space as a public right of way pursuant to the Highways Act 1980 or otherwise

- 6.2 To manage the Riverside Walkway in accordance with a landscape management plan to be agreed with the Council prior to the public access thereto under paragraph 6.1 above and in the absence of agreement the form of the schedule of works shall be determined by an independent person in accordance with Clause 7(v) of this Deed

## **Part VII – Interference with television signals**

- 7.1 In the event of the Development causing an unreasonable interference with television signals with a consequent reduction in the quality of reception to television receiving apparatus at any of the properties delineated by a green line on Plan 5 attached hereto the Developer will provide and install appropriate enhanced aerials and such other equipment as is reasonably necessary to secure satisfactory reception at such properties PROVIDED THAT the obligation of the Developer in respect of any property pursuant to this paragraph will arise only on a claim being made to it by an owner or occupier of such a property beginning upon a Material Start to Phase 2 of the Development and ending six months after the Development has been substantially completed and PROVIDED FURTHER that the cost of remedying the quality of television reception following a claim will not exceed £500 per claim or a total of £5,000 for any number of claims and PROVIDED FURTHER THAT in the event of the Developer and the owner or occupier of a property being unable to agree whether there has or has not been an unreasonable reduction in the quality of reception of television signals to that property as a result of the implementation of the Development or what enhanced aerial or other remedy is necessary to remedy the deficiency for the purposes of this paragraph as the case may be the same shall be decided by a duly qualified person appointed by the Director General of the British Broadcasting Corporation and whose decision shall be final

## **Part VIII – Mary's Terrace**

- 8.1 Prior to the making of a Material Start to Phase 2 of the Development: (1) to submit to the DCM for his approval a schedule of works for the upgrading of the stairwell connecting Mary's Terrace and London Road with reference to Plan 1A to include anti-slip surfacing to treads entrance lighting CCTV and new signage PROVIDED THAT in the absence of agreement the form of the schedule of works shall be determined by an independent person in accordance with Clause 7(v) of this Deed; and (2) thereafter to implement the refurbishment works in accordance with the said schedule within a period of eighteen months of such approval or determination by an independent person as the case may be
- 8.2 To reserve a minimum of 15 temporary car parking spaces in the car park adjacent to Station Approach shown outlined in brown on Plan 2 attached hereto for the use without additional charge of residents of Mary's Terrace during such periods as parking cannot take place in Mary's Terrace by reason of works for the implementation of the Development and to give the residents of Mary's Terrace at least one month's notice of the forthcoming availability of the said parking spaces PROVIDED ALWAYS THAT the such parking is provided on a temporary basis and will be withdrawn by the Developer at such periods when the original parking facilities within Mary's Terrace are reinstated

## **Part IX – Off site highway and parking measures**

- 9.1 To appoint an independent transport consultant to be agreed with the Council or in default of agreement an Expert appointed in accordance with Clause 7(v) of this Deed to undertake before first occupation of any of the Residential Units the Traffic Surveys (within the survey area (being CPZs no further than 200m away from the Property) first having been agreed with the Council) (1) at the time of the appointment; (2) three months from the date of first occupation of any of the Residential Units; and (3) after the sale or occupation of the 100<sup>th</sup> Residential Unit
- 9.2 To pay within one month of a request from the Council the cost of the Traffic Surveys or any expenditure incurred in connection with the Traffic Surveys (such cost to be determined at the time the Traffic Survey in question is commissioned) to ascertain if a variation of the hours of operation of such CPZs or any of them is required as a result of

changed parking usage arising as a consequence of the implementation of the Development and to pay such further sums that may be required following discussion and subsequent agreement with the Council in connection with public consultation regarding any proposed variation to the hours of operation of CPZs which appear to be necessary as a result of such Traffic Surveys (up to a maximum of £25,000) and any additional sums required following discussion and subsequent agreement with the Council towards the cost of implementing changes if such action is taken following such consultation (up to a maximum of £25,000)

- 9.3 To reimburse to the Council within one month of a request from the Council its reasonable expenses in promoting and implementing any traffic management orders that are necessitated by the implementation of the Development including the suspension of any marked on-street car parking bays PROVIDED THAT the costs of such activities are agreed between the Developer and the Council prior to the Council incurring any costs in relation to such traffic management orders and PROVIDED FURTHER THAT the cost to the Developer in relation to such traffic management orders does not exceed £20,000 and any dispute between the parties in relation to this paragraph 9.3 shall be resolved in accordance with clause 7(v) of this Deed
- 9.4. To enter into agreement with the Council under section 278 of the Highways Act 1980 to undertake highway works in proximity to London Road Twickenham as shown on the drawing number 4674/T(20)P00REVD which form part of the Planning Application which will include but not be limited to the relocation of bus stops and alteration of the position of the kerb to the pavement. The Developer and the Council shall prior to the signing of the s278 agreement, agree on the estimated costs of the works and the developer shall pay the Council 16% of the estimated costs of the works as supervision fees for the Council's Engineer to oversee the works to ensure that they are carried out to the satisfaction of the Engineer. Any dispute between the parties in relation to this paragraph shall be resolved in accordance with clause 7(v) of this Deed

#### **Part X – Community Liaison**

- 10.1 From a date being not less than three months from a Material Start until a date not earlier than six months after the Development has been substantially completed to host meetings at not less than three-monthly frequency and in a location convenient to local residents and in premises of a suitable size to accommodate the number of persons who are likely to attend and attended by accredited representatives of the Developer and the Owner and two residents of properties in each of Mary's Terrace and Cole Park Road representatives from local businesses and business and residential associations shall be invited in order to discuss any issues which such residents may wish to raise in connection with the implementation of the Development
- 10.2 To appoint at the Developer's expense a community liaison officer approved by the Council and on terms of employment (including joint reporting to the Developer and the Council) approved by the Council to fulfil the roles and duties set out in Schedule 3 from a date 3 months prior to a Material Start until a date not earlier than six months after the Development has been substantially completed and to reappoint a new community liaison officer on similar terms in the event of an existing community liaison officer leaving his or her post
- 10.3 To submit a plan setting out its proposals for community liaison to the Council for approval prior to a Material Start
- 10.4 To submit to the Council a Demolition Construction Method Statement and not to make a



Material Start until such has been agreed by the Council or in default of agreement by an independent person in accordance with Clause 7(v) of this Deed

#### **Part XI – Overage**

11.1 For the purpose of this paragraph 11 the following expressions shall have the following meanings:-

##### **Definitions:**

Actual Development Costs	the actual and total development costs to the Developer of the implementation of Phase 1 and Phase 2 of the Development (excluding the cost of the additional platform works identified at paragraph 12.1(f), 13.1, and 13.2 of this Schedule) and calculated as part of the New Appraisal
Actual Development Profit	the profit made or predicted to be made by the Developer and or the Owner as the case may be on the Development being the difference between the Gross Development Value of the completed Development and the Actual Development Costs to be calculated as part of the New Appraisal as at the earlier of the Long Stop Date or the date of Full Completion
Base Development Profit	the profit being the estimated profit predicted to be received by the Developer calculated on the assumption that the Developer receives a 17.5% per cent rate of return on Gross Development Value as determined in the Original Viability Appraisal
Constructions Costs of Phase 1	means the total sum of all contractor's profits, preliminary and construction costs and overheads in relation to Phase 1 of the Development but not including the construction of the podium other than the raft as identified in the Original Viability Appraisal
Full Completion	the final completion of construction of all the Residential Units so that they are fully finished, wired, plastered and decorated and have all kitchen units and sanitary ware and are ready for occupation
Gross Development Value	the gross development value of the Development as at Full Completion calculated in accordance with the methodology set out in the Original Viability Appraisal
Independent Valuer	an independent chartered surveyor with not less than 10 years post qualification experience appointed at the Developer's expense by agreement between the Developer and the Council or in default of agreement within 15 working days of either seeking the agreement of the other or an appointment at the request of the Council or the Developer by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors
Long Stop Date	5 years from a Material Start

"Maximum Sum"

the sum of Six Million One Hundred and Sixty Thousand and Five Hundred and Forty Seven Pounds (£6,160,547) such sum being increased from the date of this deed by the same percentage increase as the percentage increase in the Land Registry House Price Index (London Borough of Richmond upon Thames) which records the monthly change in local average house prices such indexation to be applied to the Maximum Sum between the index published immediately prior to the date hereof and the index published immediately prior to the date the Maximum Sum is paid

New Appraisal

a report to be prepared at the Developer's expense at the earlier of the Long Stop Date or the date on which the Development is substantially completed identifying as at that date: a) the Gross Development Value b) the Actual Development Costs and c) the Actual Development Profit and d) the Base Development Profit all calculated in accordance with the methodology set out in the Original Viability Appraisal SAVE THAT the Gross Development Value the Actual Development Costs and the Actual Development Profit shall be their projected value at Full Completion in the event of the New Appraisal being undertaken at the Long Stop Date

Original Viability Appraisal

the financial viability appraisal for the Development prepared by HEDC and dated 15 May 2011 and submitted to the Council by the Developer with the Planning Application

Overage

one hundred per cent (100%) up to the sum of £300,000 and thereafter fifty per cent (50%) of the amount by which the Actual Development Profit exceeds the Base Development Profit (if any) to be paid to the Council by the Developer or the Owner for use by the Council in accordance with the provisions of this agreement provided that the amount of the Overage shall not in any event exceed the Maximum Sum (Indexed)

Sold

means:

- (a) the disposal or legal transfer of a freehold or leasehold interest (where the unexpired term of the leasehold interest is not less than 70 years) in a Residential Unit; or
- (b) the grant of a lease of a Residential Unit for a term of not less than 70 years

and which in either case shall be or shall be assumed to be for valuable consideration and at arms length between a willing vendor and purchaser and with there being no unusual or onerous restrictions

"TRWL Report"

The Roger Wren Partnership report for project number 5648 dated 9<sup>th</sup> March 2011 assessing the build costs for the Development submitted as an Appendix to the Original Viability Appraisal

- 11.2 Upon substantial completion of Phase 1 of the Development the Developer will inform the Council of the Construction Costs of Phase 1 and in the event of the Construction Costs of Phase 1 such to be assessed on the same methodology as the assessment in the TRWL Report being less than four million pounds (£4,000,000) the difference between the Construction Costs of Phase 1 and four million pounds (£4,000,000) will be paid to the Council within 3 months of the date of substantial completion of Phase 1 of the Development PROVIDED ALWAYS that any such payment shall be accounted as part of the Actual Development Costs in determination of the Overage and the Council will apply any receipt pursuant to this paragraph as part of the Overage receipt
- 11.3 In the event that a Material Start to Phase 2 has been made and in the event that the Residential Units or any of them shall not have been Sold by Full Completion or the Long Stop Date whichever shall first occur the Developers shall arrange for an Independent Valuer to undertake an independent valuation of the Residential Units which have not been Sold whether constructed or not prior to the Long Stop Date or Full Completion as the case may be
- 11.4 within one month of the independent valuation referred to in paragraph 11.3 above being undertaken or in the event that all the Residential Units have been sold by Full Completion and this has occurred before the Long Stop Date then within one month of Full Completion prepare the New Appraisal and submit the same to the Council for its approval together with such supporting information as is reasonably necessary to enable the Council and its advisers to assess the New Appraisal and shall at the same time pay to the Council a contribution of £15,000 towards the Council's reasonable costs in appointing independent advisers to assess the New Appraisal
- 11.5 if the Council approves the assessment made by the New Appraisal and the Actual Development Profit exceeds the Base Development Profit the Developer shall pay to the Council the Overage within 2 months of receiving the Council's approval of the New Appraisal but limited to the Maximum Sum (Indexed)
- 11.6 if the Council does not approve the assessment made by the New Appraisal then any dispute between the parties shall be resolved in accordance with clause 7(v) of this Deed and the period of two months referred to in paragraph 11.5 above shall mean the period ending two months after the final determination of the Expert

**Part XII – Works to station platforms and other passenger areas in the event of Part Implementation only of the Development**

- 12.1 In the event that the Developer shall have substantially completed Phase 1 of the Development and informs the Council that it does not propose to implement Phase 2 in the immediate future or in the event of the substantial cessation of operational works after the substantial implementation of Phase 1 of the Development for a period exceeding one year then the Developer will undertake the following works (insofar as such shall not have already been undertaken in the implementation of Phase 1) within a period of six months following the grant of all necessary approvals and the Owner and or the Developer as the case may be will use reasonable endeavours to obtain all necessary approvals
- a) the provision of a sedum roof across the exposed surface of the podium;

- b) the provision of a permanent bridge/lifts between the existing ticket office and platforms;
- c) the reconstruction of the boundary wall to Marys Terrace at those points where it was removed and the road returned to its former state;
- d) the construction to the south elevation of the podium on top of the approved replacement wall to Marys Terrace of a trellis, planting and irrigation system as shown on drawings 4674/T5(20)E01REVJ and 4674/T5(20)E02REVF which formed part of the Planning Application;
- e) the attachment of a decorative fascia panel to the south and east elevations of the podium as shown on approved drawing 4674/T5(20)E02REVF which formed part of the Planning Application;
- f) undertake the works to the station platforms and other passenger areas at the Property as set out in the Second Schedule attached hereto and in accordance with Plan 4 entitled "Proposed Scoping Options: Option 3 – Full Proposals" and with reference to Plan 1A and the Scoping Appraisal document attached hereto at Appendix 1 and if appropriate any additional work over and above Option 3 (subject to the proviso below) following the grant of all necessary approvals (the Owner and/or the Developer as the case may be to use all reasonable endeavours to obtain all necessary approvals)

PROVIDED THAT the cost of the works described in paragraph 12.1(f) of this First Schedule to the Developer does not exceed the Platform Option Sum and PROVIDED FURTHER THAT if the Council or a third party offer to assist with the cost of the works over and above the Platform Option Sum (the balance to be paid by the Council or third party) then the works described at paragraph 12.1 (f) of this First Schedule will be carried out in accordance with Plan 4 entitled "Proposed Scoping Options: Option 3 – Full Proposals" and with reference to Plan 1A and the Scoping Appraisal document attached hereto at Appendix 1 and if appropriate any additional work over and above Option 3 and where such financial assistance is not available then the works will be carried out in accordance with Plan 3 entitled "Option 2 – Medium Scope Proposals" and with reference to Plan 1A and the Scoping Appraisal document attached hereto at Appendix 1 instead and the costs of such work to the Developer not to exceed the Platform Option Sum

**Part XIII – Works to station platforms and other passenger areas in the event of full implementation of the Development**

- 13.1 In the event that Part XII of this First Schedule to this Deed is not applicable by reason that the Development is to be undertaken in its entirety and subject to the provisions of paragraph 13.2 below to undertake prior to a Material Start being made in respect of Phase 2 the works to the station platforms and other passenger areas at the Property as set out in the Second Schedule attached hereto and in accordance with Plan 3 entitled "Proposed Scoping Options: Option 2 – Medium Proposals" and with reference to Plan 1A and the Scoping Appraisal document attached hereto at Appendix 1 the costs of such work to the Developer not to exceed the Platform Option Sum
- 13.2 In the event that the Council confirms to the Developer and provides evidence to the satisfaction of the Developer prior to 31 December 2012 that the Council or a third party will assist with the cost of the works over and above the Platform Option Sum (with the balance to be paid by the Council or the third party) to enable the works to be carried out

in accordance with Plan 4 entitled "Proposed Scoping Options: Option 3 – Full Proposals" and if appropriate any additional work over and above Option 3 the provisions of paragraph 13.1 of this First Schedule will not apply and the Developer will agree a programme for works with the Council which will place the Developer under an obligation to commence the works to the station platforms and other passenger areas at the Property as set out in the Second Schedule attached hereto and in accordance with Plan 4 entitled "Proposed Scoping Options: Option 3 – Full Proposals" and if appropriate any additional work over and above Option 3 and with reference to Plan 1A and the Scoping Appraisal document attached hereto at Appendix 1 prior to a Material Start being made in respect of Phase 2 and to complete the aforementioned works before a date which is 6 months prior to the start of the Rugby World Cup 2015 PROVIDED ALWAYS THAT the costs of such work to the Developer will not exceed the Platform Option Sum

**Part XIV- Route via underpass beneath London Road from Station Buildings to the Southern Side of London Road**

- 14.1 Prior to the substantial completion of Phase 2 to refurbish the Underpass in the position shown coloured red and green on Plan 1C attached hereto such works to be agreed by the Council prior to a Material Start being made in respect of Phase 2 and undertaken to a standard which is reasonably acceptable to the Council having regard to its purpose of providing a pedestrian access to and from the Property by railway passengers and in default of agreement thereon and in accordance with Clause 7(v) of this Deed to provide the Surface Level Works
- 14.2 Upon completion of the refurbishment of the Underpass but not until such a time when there is no legal obstacle to the provision of public access to the whole of the Underpass shown for identification purposes coloured yellow on Plan 1B to complete a Walkway Agreement in a form to be agreed between the Owner the Developer and the Council such agreement to provide that: the Developer will maintain that part of the Underpass shown coloured red on Plan 1C and keep that part of the Underpass shown coloured red on Plan 1C and its approaches within the Property open for members of the public and railway pedestrian passengers at such times as the station is open for rail travel by members of the public and such management provisions as the Developer shall reasonably require
- 14.3 The Walkways Agreement entered into pursuant to paragraph 14.2 of this First Schedule shall:
  - 14.3.1 bind such interest as the Developer and Owner have in that part of Underpass shown coloured red and the approaches thereto from the railway platforms and other areas open to public within the Property;
  - 14.3.2 be expressed to be limited in respect of that part shown coloured red on the said Plan 1C to such commitments if any as the Owner and the Developer are lawfully able to undertake and on the basis that the Council will be a party to and consent to the Walkways Agreement in respect of any legal interest it has in that part of the Underpass shown coloured green on Plan 1C;
  - 14.3.3 entitle the Owner and the Developer to temporarily close the Underpass from time to time for the purposes of carrying out maintenance or otherwise provided that the Council is given a minimum of 24 hours notice of the Owner's or the Developer's intention;
  - 14.3.4 entitle the Owner and the Developer to vary the opening hours in respect of the Underpass from time to time for the purposes of carrying out maintenance or otherwise; and

- 14.3.5 entitle the Owner and the Developer to temporarily obstruct the Underpass from time to time for the purposes of carrying out its business

FOR THE AVOIDANCE OF DOUBT the Council and the Developer and the Owner hereby agree that it is not the intention of the Developer or the Owner to dedicate any part of the Underpass as a public right of way pursuant to the Highways Act 1980.

- 14.4 The Owner and the Developer shall use all reasonable endeavors to assist the Council to secure control of such further land as shown coloured green on Plan 1C and hatched black on Plan 1B to be the subject of the Walkway Agreement to include a pedestrian connection between the western entrance to the Underpass and the existing footway on the western side of London Road and any disagreement between the parties relating to this paragraph 14.4 of the First Schedule shall be dealt with under the provisions of clause 7 (v) of this Deed

#### **Part XV – Local Employment arrangements**

- 15.1 Insofar as it is able to do so to target employment opportunities arising in connection with the implementation of the Development to local residents including:
- 15.1.1 adopting appropriate recruitment practices;
  - 15.1.2 working with Job Centre Plus;
  - 15.1.3 using reasonable endeavours to ensure that 50% of jobs are filled by residents of the London Boroughs of Richmond upon Thames Hounslow Kingston upon Thames and Wandsworth and Elmbridge and Spelthorne District Councils;
  - 15.1.4 encouraging local training providers and others to ensure that at least 50% of the jobs at the Property during the construction phase of the Development are filled by residents of the Councils set out in 15.1.3 hereof including 15% from the Council's administrative area
  - 15.1.5 liaising with operators of employment generating uses at the Property to encourage them to work with Job Centre Plus and others to maximise local recruitment opportunities

#### **Part XVI – Legal Costs and Monitoring Fee**

- 16.1 On the date hereof to pay the Council's reasonable and proper legal costs in the preparation and completion of this Deed up to a maximum of £7,500
- 16.2 Within one year of a Material Start of the Development to pay the Monitoring Fee to the Council

#### **Part XVII – Travel Plans**

- 17.1 Travel surveys of the occupants of the Residential Units and their visitors shall be undertaken in accordance with a survey methodology to be agreed with the Council prior to a Material Start being taken in respect of Phase 2
- 17.2 Within 12 months of the first occupation of any Residential Unit a Travel Plan based on the results of the survey shall be submitted to the Council with clear objectives, targets, actions, timeframes and provision for default to manage the transport needs of residents/visitors to the development, to minimise car usage and to achieve a shift to alternative transport modes. and following approval of the Travel Plan by the Council acting reasonably the Developer shall implement the necessary actions to secure the objectives and targets within the approved Travel Plan
- 17.3 The Travel Plan (including surveys) shall be annually revised and a written review of the Travel Plan shall be submitted to and agreed by the Council acting reasonably by the anniversary of its first approval and yearly thereafter and at the third anniversary the Travel Plan (including surveys) shall be re-written and resubmitted for further approval by the Council acting reasonably and this review and re-write cycle shall take place until the date which is three years after substantial completion of Phase 2 and any approved revision of the Travel Plan shall be implemented within three months of the date of its approval
- 17.4 Travel surveys of station staff and staff occupying the Commercial Units and their visitors shall be undertaken in accordance with a survey methodology to be agreed with the Council (acting reasonably) prior to a Material Start in respect of Phase 2 and within 2 months of the commencement of use of the station building or first occupation of any Commercial Unit a Commercial Travel Plan based on the results of the survey shall be submitted to the Council with clear objectives, targets, actions, timeframes and provision for default to manage the transport needs of staff at the station or Commercial Unit to minimise car usage and to achieve a shift to alternative transport modes (the Commercial Travel Plan) and following approval by the Council acting reasonably the Developer shall then implement these actions to secure the objectives and targets within the approved Commercial Travel Plan
- 17.5 The Commercial Travel Plan (including surveys) shall be annually revised and a written review of the Commercial Travel Plan submitted to and agreed by the Council by the anniversary of its first approval and yearly thereafter and at the third anniversary the Commercial Travel Plan (including surveys) shall be re-written and resubmitted for further approval by the Council and this review and re-write cycle shall take place until the date which is three years after substantial completion of Phase 2 and any approved revision shall be implemented within three months of the date of its approval

#### **Part XVIII - Phasing**

- 18 Prior to the occupation of the 50<sup>th</sup> Residential Unit comprising part of Phase 2 the works to the new station building stairs and lifts to the station platforms station signage and public plaza as shown on Drawing No. 4674/T(20)P00 revision D which formed part of the Planning Application shall have been substantially completed and made available for occupation and public use to the satisfaction of the Council

## SECOND SCHEDULE

*(Works to station platforms and other passenger areas as shown on the drawings entitled "Proposed Scoping Options: Option 2 – Medium Scope Proposals" or "Option 3 – Full Proposals" the latter to apply in the event that the Council or a third party provides part funding for the Works. All the works in this Second Schedule are common to both Option 2 and Option 3 unless otherwise stated)*

### 1. Platform Buildings: Internal Arrangements

Remodelling of the existing WC's to platform 3/4 to provide accessible WC's and baby change facilities to both island platforms.

Removal of male WC access via narrow passage and extensive remodelling to platform 3 facilities to provide the maximum WC capacity via the use of currently defined unused areas.

Separate male and female WC's provided for opening on rugby match day scenarios.

### 2. Platform Buildings: External Arrangements

Provide new panel wall lining system -recycled glass cladding/opaque glass/ metal panel and louvre systems.

Rationalise poster locations coordinate within recessed locations. Consolidate wall mounted signage.

Replace windows and doors to integrate new profiles and systems with new wall linings.

### 3. Canopies

Provide new metal lining to underside of canopy.

Integrated containment routed within soffit void & provide recessed lighting, speakers and CCTV to new soffits.

Ceiling mounted equipment and signage to consolidate in line with new arrangements.

Provide new canopy roof lights by forming new openings and provided glazed or ETFE roofing systems.

New proprietary platform canopies to eastern platform extents (in the event the Option 3 proposals are commenced and subject to funding support from the Council).

Extend the existing canopy area and glazed/ETFE roof lights where existing over the area where the existing bridge has been removed (Option 3).

### 4. Platform Surface

Provide high quality concrete paver throughout.

Provide additional proprietary platform coverings to eastern platform extents.

### 5. Secondary Bridge



Existing bridge between platforms to be retained and new wall linings provided at a low level to conceal existing and unsightly structure with new linings to match the platform building arrangements (Option 2) or replace the existing bridge over the platforms with handed stairs facing the eastern platform extent (Option 3).

### THIRD SCHEDULE

#### *(Appointment of Community Liaison Officer)*

1. The Community Liaison Officer will have the following roles and duties:
  - 1.1 To be coordinator of the Twickenham Station Development Monitoring Group and be responsible for arranging the forum meetings, chairing and minuting the meetings and actioning key tasks.
  - 1.2 To be the principal point of contact between local residents, station users and the Developer in dealing with any issues arising from the Development.
  - 1.3 To be the key point of contact with the contractor on the construction process and adherence to planning conditions and S106 arrangements as far they impact on the construction process.
  - 1.4 To assist the Project Manager in working with the Council's departments on the construction programme.
  - 1.5 To be responsible for developing a community regeneration learning programme with the Council's education.
  - 1.6 To assist the Project Manager in working with the department and local schools to ensure that the Development is seen as a positive action with regard to community awareness and local regeneration.
  - 1.7 To establish and ensure the operation of a daily 24 hour complaint and response service to residents concerned with the impacts of demolition and construction.
2. The membership of the Monitoring Group shall comprise:
  - 2.1 The Community Liaison Officer;
  - 2.2 3 Councillors from the St Margarets and North Twickenham Ward;
  - 2.3 3 Councillors from the Twickenham Riverside Ward;
  - 2.4 2 residents from Mary Terrace;
  - 2.5 2 residents from Cole Park Road;

- 2.6 3 representatives from the Council's Planning, Highways and Environmental Health Teams;
- 2.7 2 representatives for the Developer;
- 2.8 2 representatives for the Developer's contractors;
- 2.9 1 representative for South West Trains;
- 2.10 1 representative for Rugby Football Union;
- 2.11 3 representatives of the Local Business Community; and
- 2.12 1 representative for Friends of the River Crane Environment (FORCE).

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

)  
)  
)  
)  
)  
*C. V. S.*



Authorized Officer

Seal Reg. No. 1958/03

SEAL NO. 31029

Executed as a Deed by affixing the  
COMMON SEAL of NETWORK RAIL  
INFRASTRUCTURE LIMITED

In the presence of

Authorized Signatory as approved

by resolution of the board of

Network Rail Infrastructure

Limited on 20 September 2011

)

*A. Hubbard*  
Authorized Signatory

ASSISTANT COMPANY SECRETARY

Executed as a Deed  
BY SOLUM REGENERATION LIMITED )  
Acting By

Authorized Signatory

Authorized Signatory