

THIS DEED OF AGREEMENT is made the 3rd day of June  
two thousand and thirteen BETWEEN

(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) VINCENT RICHARD BARBER and LINDA SUSAN LAWLESS of 170 High  
Street, Teddington, TW11 8HU ("the Owner")

### INTERPRETATION

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

"the 1990 Act"	the Town & Country Planning Act 1990
"Affordable Housing Contribution"	the sum of twenty four thousand four hundred and fifty nine pounds (£24,459) Indexed towards the Affordable Housing Use
"Affordable Housing Use"	in relation to the Affordable Housing Contribution towards affordable housing provision within the administrative area of the Council
"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 Permission
"the Education Contribution"	the sum three thousand three hundred and two pounds and twenty five pence (£3,302.25) Indexed towards the Education Use comprising one thousand nine hundred and sixty eight pounds (£1,968) towards primary education and one thousand one hundred and seventy seven pounds (£1,177) towards secondary education
"Education Use"	in relation to the Education Contribution for the for the provision of education

	facilities within its administrative area of the Council
"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 Retail 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
"LDF"	the saved policies of the Richmond upon Thames LDF Development Management Plan 2011
"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; 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"	5% of the Education, Contribution being one hundred and fifty seven pounds and twenty five pence (£157.25)
"Occupation"	the full and beneficial occupation of any of the Units (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or security purposes) and "Occupied" and "Occupy" shall be construed accordingly
"Occupation Date"	first Occupation of any of the Units for residential purposes within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended) which constitutes Material Operation under section 56(4) (e) of the 1990 Act
"the Planning Permission"	a planning permission that the Council has resolved to grant bearing reference number 12/1404/FUL for an extension

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ALAN WARD ARCHITECTS  
LION BOATHOUSE EEL PIE ISLAND

170-175 HIGH STREET  
TEDDINGTON TW11 8HU

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	and roof alterations to accommodate three new residential units
"the Property"	land known as land and property at 170 High Street, Teddington, TW11 8HU shown edged red on the plan attached hereto
"Sale Date"	the date on which contracts are exchanged between the Owner and the seller, the deposit is paid and the completion date is set for the first sale of any of Units
"Units"	all of the residential units to be created as part of the Development

**WHEREAS:**

- (1) The Council is the local planning authority for its 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 registered at the Land Registry with absolute title under title number TGL256290 as the proprietor of the freehold interest in the Property
- (3) At its meeting on 31<sup>st</sup> January 2013 the Council's Planning Committee resolved to grant planning permission for the Development subject to conditions one of which requires the prior completion of a deed of planning obligation under section 106 of the 1990 Act to secure
- (4) Policy CP 15 of the LDF Core Strategy and policy DM HO 6 of the LDF Development Management Plan provides that the Council may consider a financial contribution to its Affordable Housing Fund as an alternative to on-site provision
- (5) Policy CP18 of the LDF Core Strategy 2009 provides that the Council will ensure the provision of schools, pre-schools and other educational facilities meet the need for additional educational resources any new development may generate and developers will have to take into account the potential need to contribute to the provision of primary and secondary school places in the borough

**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 Council hereby COVENANTS with the Owner:-

- (a) to accept the Owner's covenants contained in Clause 3 hereunder
- (b) to use the Affordable Housing Contribution paid to it pursuant to Clause 3(b) towards the Affordable Housing Use
- (c) to use the Education Contribution paid to it pursuant to Clause 3(b) towards the Education Use

3. THE Owner hereby COVENANTS with the Council:-

- (a) to give notice in writing to the DCM of its intention to commence the Development at least seven (7) days before making a Material Start
- (b) to pay to the Council the Affordable Housing Contribution, the Education Contribution and the Monitoring Fee prior to the Occupation Date or the Sale Date (whichever is the sooner)
- (c) to provide seven (7) days prior written notice to the DCM of the Occupation Date or within five (5) days of the Sale Date (whichever is sooner)
- (d) on the date hereof to pay the Council's reasonable and proper legal costs in the preparation and completion of this Deed in the sum of six hundred and eighty pounds ( £680)

4. 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 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 by the Council in the Council's Register of Local Land Charges immediately on completion thereof
- (h) The Council will, upon written request by the Owner or a Mortgagee 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 Owner and/or the Mortgagee 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 Planning Application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

*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 or their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely and in that event the Council will repay to the Owner 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 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

*Liability of subsequent Owner and release of former Owner*

- (o) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under them 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)

*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

*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 or the Owner) 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 other than at the request of the Owner the Planning Permission having been granted is quashed following a successful legal challenge and in any such case any sums paid by the Owner under this Deed shall be repaid to the Owner 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 due under Clause 3(b) is not paid to the Council within the timescales stipulated therein, then interest shall be paid on such contribution at the rate of 4% above the Bank of England base rate from time to time in force from the date that the contribution became due to the date of actual payment

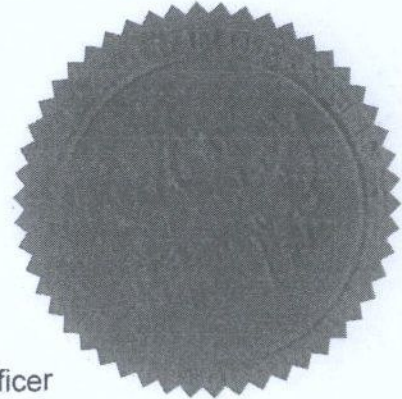
*Community Infrastructure Levy Regulations 2010*

- (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 fairly and reasonably related in scale and kind to the  
Development

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

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



*C. Law*

Authorised Officer

Seal Reg. No. 2743/03

SIGNED AND DELIVERED as a deed by )  
RICHARD BARBER )  
in the presence of: *[Signature]* )

SIGNED AND DELIVERED as a deed by )  
LINDA SUSAN LAWLESS )  
in the presence of: *[Signature]* )

*Hassan Bokhari*  
HASSAN BOKHARI  
Solicitor  
Merton & Richmond Legal Services  
Gifford House  
67c St Helier Avenue  
Morden  
SM4 6HY



**Dated**

*3 June*

**2013**

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH  
OF RICHMOND UPON THAMES**

-and-

**VINCENT RICHARD BARBER & LINDA  
SUSAN LAWLESS**

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**DEED OF AGREEMENT  
made under Section 106 of the  
Town & Country Planning Act 1990  
relating to 170 High Street, Teddington,  
TW11 8HU**

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Paul Evans  
Head of Merton and Richmond Shared Legal  
Service  
Gifford House  
67c St Helier Avenue  
Morden  
SM4 6HY