

THIS UNILATERAL UNDERTAKING is made as a Deed

the 6th day of November two thousand and thirteen

BY

FRONTDOOR PROPERTIES LIMITED of 12 York Gate London NW1 4QS ("the Owner")

IN FAVOUR OF

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES of Civic Centre 44 York Street Twickenham Middlesex TW1 3BZ ("the Council")

INTERPRETATION

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

"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 therefor

"Affordable Housing Contribution"

the sum of seventy-nine thousand three hundred and two pounds (£79,302.00) Indexed

"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 promoting responsible car use and which operates an accreditation scheme for Car Clubs

"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

"Development"
the development described in the Planning Application

"Education Contribution"
the sum of three thousand one hundred and ninety-five pounds (£3,195.00) Indexed

"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 last date of publication prior to the Material Start of the Development and A represents the value of the same index as at the date of payment of the relevant contribution to the Council

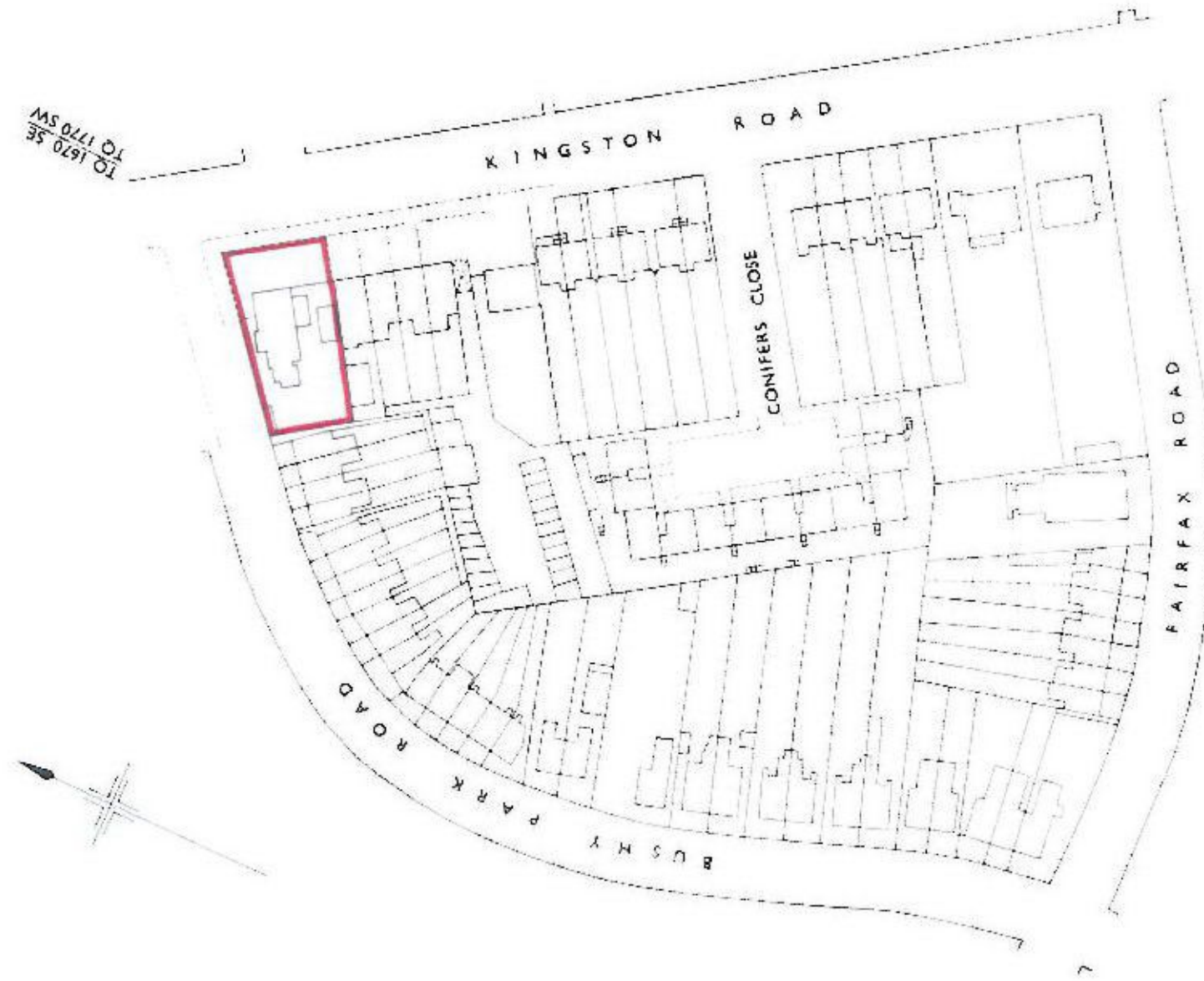
"Local Plan"
the Core Strategy of the Local Development Framework adopted April 2009 and the Development Management Plan of the Local Development Framework adopted November 2011

"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 combined sum of the Education and Public Realm Contributions being the sum of four hundred and thirty-six pounds and eighty-five pence (£436.85)

Scale 1/1250

BOROUGH OF RICHMOND UPON THAMES



Old Reference
MIDDLESEX XXV 8 D
Made and printed by the Director

"Planning Application" a planning application submitted by the Owner on 4 March 2013 to the Council bearing reference number 13/0906/FUL for planning permission for the Development at the Property

"Property" the land and property known as 210 Kingston Road Teddington TW11 9JF and delineated in red on the plan attached hereto and registered at the Land Registry with freehold title number SGL48115

"Public Realm Contribution" the sum of five thousand five hundred and forty-two pounds (£5,542.00) Indexed

"Residential Unit" each of the seven (7) residential units proposed within 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 of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable and this Deed is conditional upon the grant of planning permission pursuant to the Planning Application
- (2) The Owner is registered at the Land Registry with absolute title under title number SGL48115 as the proprietor of the freehold interest in the Property
- (3) Policies CP 18 and DM HO 6 of the Local Plan and the Planning Obligation Strategy adopted in June 2005 and modified in January 2007 provide 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
- (4) Policy CP 16 of the Local Plan provides that new development will be expected to contribute to any additional infrastructure and community needs generated by the

development and new development will also have to take account of the requirements set out in the Planning Obligations Strategy

- (5) Policies DM TP2 and DM TP8 of the Local Plan provide that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it and new development should be acceptable in terms of traffic generation and traffic impact in the road
- (6) in December 2006 the Council adopted as Supplementary Planning Guidance a Car Club Strategy which provides inter alia that the Council will encourage new car club provision in the locality of a development through the Council's preferred Accredited Car Club Provider or, where appropriate and where capacity exists, affiliation to the preferred Accredited Car Club Providers Car Club

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 save the obligation in clause 2 (c) is conditional upon the grant of planning permission pursuant to the Planning Application
2. THE Owner hereby UNDERTAKES to the Council:
- (a) to pay to the Council the Education Contribution, the Public Realm Contribution and the Affordable Housing Contribution together with the Monitoring Fee within one (1) year of a Material Start
- (b) 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
- (c) on the date hereof to pay to the Council the Council's reasonable and proper legal costs in the preparation and completion of this Deed in the sum of five hundred pounds (£500)
- (d) Not to occupy or permit or allow the occupation of any part of the Development until:

(i) it has procured that each Residential Unit has free membership of the Car Club (one per household) 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

(ii) it has promoted and advertised to each potential occupier of each Residential Unit the value and benefits of membership of a Car Club

(iii) it has included a provision in any lease, licence or tenancy agreement affecting the whole or any of the Development that each Residential Unit shall be entitled to belong to the Car Club at the Property

(iv) it has provided and distributed or through the Accredited Car Club Provider has procured the provision and distribution of marketing literature to residents of the Development that publicises the benefits of membership of the Car Club

3. GENERAL:

Miscellaneous declarations

- (a) 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
- (b) A reference to a clause is a reference to a clause contained in this Deed
- (c) The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns

Local land charge provisions

- (d) This Deed is a Local Land Charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof

Reference to statutes and statutory instruments

- (e) 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

English law applicable

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

Effect of revocation of planning permission

- (g) 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

Liability of subsequent owners and release of former owners

- (h) The provisions hereof shall be enforceable by the Council against the Owner 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)

Effect of covenant

- (i) Any covenant contained herein whereby the relevant party is not to do an act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing to be done and any covenant whereby the relevant party is not to omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer such act or thing to be omitted to be done

Contracts (Rights of Third Parties) Act 1999

- (j) 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 be 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 definition of the Council the Owner and the Mortgagee

Release

- (k) 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 or the Planning Permission having been granted is quashed following a successful legal challenge

VAT clauses

- (l) All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (m) 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

- (n) If any of the contributions is not paid to the Council within one year from a Material Start, then interest shall be paid on such contribution at the rate of 4% above the base rate of Barclays Bank plc from time to time in force from the date that the contribution became due to the date of actual payment

Community Infrastructure Levy


- (o) The terms of this deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure 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 relate in scale and kind to the Development

IN WITNESS to the above the Owner has executed and delivered this document as a Deed the day and year first above written

Signed as a Deed by
FRONTDOOR PROPERTIES LIMITED

Acting by

Director
Signature
Print name

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)
)
) Tom Gavin
) Managing Director
)

In the presence of

)

Witness signature

) *Christobal*

Name

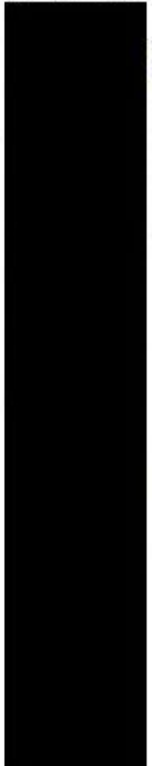
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Address

)

Occupation

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Dated 6th November 2013

FRONTDOOR PROPERTIES LIMITED

-to-

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

DEED OF UNILATERAL UNDERTAKING
made under Section 106 of the
Town & Country Planning Act 1990
relating to
210 Kingston Road, Teddington, TW11 9JF

Ref: Contributions UU

