

**HEADS OF TERMS FOR A SECTION 106 AGREEMENT
BETWEEN
HAYMARKET GROUP PROPERTIES LIMITED
AND
THE LONDON BOROUGH OF RICHMOND UPON THAMES
RELATING TO
LAND AT TEDDINGTON RIVERSIDE**

Haymarket Group Properties Limited (HGPL) shall provide the following planning obligations to the Council:

1. Financial Payments

HGPL shall pay to the Council:

- 1.1 a Transport payment of £1,421,618;
- 1.2 a Public Realm payment of £226,321.80 Less an amount (to be agreed with the Council prior to signing the section 106 Agreement) representing the cost of the environmental public realm works to be incurred by HGPL in widening the existing footway on Broom Road (referred to in paragraph 4.2 below);
- 1.3 a Health payment of £57,360.87; and
- 1.4 an Education payment of £886,052.

2. On-Site Affordable Housing

- 2.1 HGPL shall construct 12 units of affordable housing on the Site (comprising 4 one bedroom units and 8 two bedroom units), and make provision for the transfer of the freehold interest (or grant of a long leasehold interest) in such units to a Registered Provider.
- 2.2 The on-Site affordable housing shall be occupied on an intermediate sale basis.

3. Off-Site Affordable Housing Contribution

- 3.1 HGPL shall pay to the Council an Off Site Affordable Housing Contribution of £3 million, to be applied and appropriated by the Council towards the provision of affordable housing in the Council's area, and this Contribution is to be provided on the basis that there is no review mechanism.
- 3.2 HGPL shall use reasonable endeavours to work with the Council to identify a site within the Council's area for the Council and/or a Registered Provider to acquire, for the provision of affordable housing.

4. Highway Works

- 4.1 HGPL shall close the three existing vehicular access points from the Site onto Broom Road, and shall form two new vehicular access points from the Site onto Broom Road.
- 4.2 HGPL shall widen the existing footway on the north side of Broom Road adjacent to the Site, and dedicate the same as public highway, for adoption by the Council.

5. Riverside Pedestrian Walkway

- 5.1 HGPL shall provide a pedestrian walkway from Broom Road to the frontage of the Site with the River Thames, and along the Site's frontage with the River Thames.
- 5.2 On completion of the development of the Site, HGPL shall allow the public to use the pedestrian walkway (but not to dedicate the same as a public highway) Subject to the right of HGPL:
 - 5.2.1 to erect gates and exclude the public from the pedestrian walkway: at all times overnight; and, in addition, where there is persistent disturbance/nuisance to residents caused by users of the pedestrian walkway, or anti-social behaviour on the part of users of the pedestrian walkway; and
 - 5.2.2 to close the whole or any part of the pedestrian walkway:
 - 5.2.2.1 for carrying out works associated with the residential development on the Site;
 - 5.2.2.2 for the purpose of repair, maintenance and renewal of the pedestrian walkway, including the river wall/embankment; or
 - 5.2.2.3 on grounds of safety, for reasons of security, in case of emergency and/or for other reasons of good estate management.
- 5.3 If the Council secures the provision of a pedestrian walkway along the frontage of the River Thames across the immediately adjoining land:
 - 5.3.1 of the Anglers Public House to the north-west of the Site, which shall connect to the existing pedestrian footbridge; and
 - 5.3.2 of the Lensbury Club to the east of the Site, which shall connect to a public highway (or cross further adjoining land and then connect to a public highway)

then HGPL shall be entitled to close the existing access from Broom Road through the Site to the River Thames (but not the pedestrian walkway along the frontage of the River Thames).

6. Relocation of Haymark Media Group

HGPL shall use reasonable endeavours:

- 6.1 to purchase from Richmond upon Thames College (RuTC) a freehold (or long leasehold) interest in such part of RuTC's land at Egerton Road, Twickenham, including necessary rights in respect of access and services (the RuTC Site), which is of sufficient area to accommodate the construction of a building (or buildings) comprising not less than 125,000 square feet (gross) of B1 floorspace (which contract will be conditional including without limitation upon the grant of planning permission for the construction of such building or buildings); and otherwise on commercial terms which are reasonably acceptable to HGPL;
- 6.2 subject to entering into a contract to purchase the RuTC Site, to prepare and submit to the Council an application for planning permission for the construction of a building (or buildings) on the RuTC Site comprising not less than 125,000 square feet (gross) of Class B1 floorspace and, following the submission of the same, to use reasonable endeavours to secure the grant of such planning permission including (as prospective freeholder or leaseholder) entering into any section 106 Agreement reasonably required by the Council, on terms reasonably acceptable to HGPL;
- 6.3 subject to entering into the contract referred to and securing the grant of the planning permission referred to (and after allowing for the expiry of the period allowed for challenging the grant of planning permission by way of judicial review, and being satisfied that no challenge has been made) HGPL shall take such steps as are reasonably required, and within its power, to complete the purchase of the RuTC Site (including securing that any conditional contract shall become unconditional on its terms); and
- 6.4 subject to completing the purchase of the RuTC Site and securing the planning permission referred to, HGPL shall enter into a building contract to procure the construction and completion of the building (or buildings) authorised by the planning permission and thereafter procure that the same shall be first occupied by companies within the Haymarket Media Group.

7. Management Fee

HGPL shall pay to the Council a Management Fee to be agreed with the Council (in accordance with Council's Planning Obligations Strategy) being such sum as is appropriate having regard to the compliance checks monitoring, project management and implementation required to be undertaken by the Council.

7 March 2014