

**Dated** 10th June **2015**

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

-and-

**COUNTRYWIDE DESIGN (HAMPTON WICK) LIMITED**

-and-

**LANEGLADE PROJECTS LIMITED**

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**DEED OF AGREEMENT  
made under Section 106 of the  
Town & Country Planning Act 1990  
relating to land on 6-8 and 10 High Street,  
TW11 9AW**

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Paul Evans  
Head of South London Legal Partnership  
Gifford House  
67c St Helier Avenue  
Morden  
SM4 6HY

**THIS DEED OF AGREEMENT** is made the 10<sup>th</sup> day of June two thousand and fifteen **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) **COUNTRYWIDE DESIGN (HAMPTON WICK) LIMITED** (Company Registration Number 8575444) whose registered office is situate at The Coach House, 16B High Street, Goldalming GU7 1EB ("the Owner")
- (3) **LANEGLADE PROJECTS LIMITED** (Company Registration Number 08555122) of 3rd Floor, Palladium House, 1-4 Argyll Street, London W1F 7LD ("the Chargee")

## **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 and the term Accredited Car Club Providers shall be construed accordingly
"Affordable Housing Contribution"	the sum of one hundred and forty five thousand one hundred pounds and fifty four pence (£145,100.54) 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

"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
"Charges"	the First Charge and the Second Charge together
"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
"First Charge"	the legal charge dated 4 <sup>th</sup> January 2014 and made between (1) the Owner and (2) the Chargee and which affects that part of Property called 6 and 8 High Street, Hampton Wick KT1 4DB that is recorded at the Land Registry under title number MX305224
"Indexed"	increased in accordance with the formula whereby the Affordable Housing 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

Affordable Housing Contribution to the Council

“LDF”

the adopted policies of the Richmond upon Thames Local Development Framework Core Strategy 2009 and 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

“Non Residential Unit”

the office to be formed as part of the Development

“Occupation”

means in relation to the Development the full and beneficial occupation of any of Residential Units (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or security purposes) and “Occupied” “Occupier” and “Occupy” shall be construed accordingly

“Occupation Date”

the first Occupation of any Residential Unit 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 Application"

a planning application submitted to the Council bearing reference number 14/0790/FUL for the conversion of existing listed buildings from disused bakery and joinery workshop to provide two houses (within no6-8) and flat over shop/office (no10). Demolition of part-three, part-two and single storey rear (later extensions) within the curtilage (and attached) to the listed buildings. Three new split-level houses with associated car parking to rear, with landscaped courtyard between new build and listed buildings

"the Planning Permission"

the planning permission that may be resolved by the Council pursuant to the Planning Application as may be amended by any permission granted pursuant to an application under s.73 1990 Act

"the Property"

land known as land and property at land on the 6-8 and 10 High Street, TW11 9AW shown edged red on the plan attached hereto

"Residential Units"

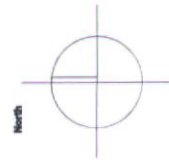
all of the residential units to be formed as part of the Development and the word "Residential Unit" shall be construed accordingly

"Sale"

the sale of the freehold or the grant of a lease for a period of not less than 21 years at a nominal rent



Rev. Date Description  
12.02.14 Submitted for Planning Approval.



Notes:

*[Handwritten signature]*

Key:

Application Site

**NISSEN RICHARDS studio**

Unit 5 Warehouse T 020 7870 8909  
9 Church Road info@nissenchardstudio.com  
London N1 5QJ www.nissenchardstudio.com

**Project:** 6-8 and 10 High Street, Hampton Wick,  
Kingston upon Thames, KT1 4DB

**Client:** Countryside Design

**Title:** Site Location Plan

**Scale:** 1:425 at A1 1:1250 at A3

**Project no:** A1372

**Drawing no:** A1372-PL-001



“Sale Date”	the completion date for the first sale of any Residential Unit
“Second Charge”	the legal charge dated 18 <sup>th</sup> November 2013 and made between (1) the Owner and (2) the Chargee and which affects that part of the Property called 10 High Street, Hampton Wick KT1 4DB that is recorded at the Land Registry under title number MX216969
“Units”	the Non Residential Unit and the Residential Units together and the term “Unit” shall be construed accordingly
“Vicinity”	a public highway within 400 metres of the Property with sufficient marked car bays in which parking is reserved to private motor-cars owned by an Accredited Car Club Provider or Accredited Car Club Providers and used on a shared basis by persons who are members of such clubs

**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
  - (i) title number MX305224 as the proprietor of the freehold interest in that part of Property called 6 and 8 High Street, Hampton Wick KT1 4DB; and

- (ii) title number MX216969 as the proprietor of the freehold interest in that part of Property called 10 High Street, Hampton Wick,KT1 4DB
- (3) The Chargee is registered as a proprietor of the Charges over the Property
- (4) The Council as local planning authority has resolved under delegated powers to approve the Planning Application and grant planning permission for the Development subject to the completion of an agreement under Section 106 of the 1990 Act to secure financial contribution towards affordable housing, the provision of car club membership and a restriction on availability of on-street parking in the Controlled Parking Zone within which the Property is located
- (5) Policy CP 15 of the LDF Core Strategy and policies DM HO 6 and DM EM 2 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) Policies DM TP2 and DM TP8 of the LDF Development Management Plan 2011 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

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

1. THIS Deed is made pursuant to Section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers 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 Owner hereby covenants with the Council as set out in Schedule 1
3. THE Council covenants with the Owner as set out in Schedule 2



4. The Chargee hereby consents to the Owner completing this Deed with the intention that notwithstanding Section 104 of the Law of Property Act 1925 its interest in the Property shall be bound by the terms of this Deed as if it had been executed and registered as a local land charge prior to the execution of the Mortgage

5. 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" and "the Chargee" 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 Chargee 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 Chargee 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 the a further 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 the Owner and the Chargee

*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 or 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 Affordable Housing Contribution due under paragraph 3 Part III of Schedule 1 of this Deed 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

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



## SCHEDULE 1

### COVENANTS BY THE OWNER

#### Part I - Car Club

- 1.1 Prior to the Occupation Date of the Residential Units to submit to the DCM details of the name of and correspondence with an Accredited Car Club Provider indicating the intention of the Owner to establish that each Residential Unit to be constructed as part of the Development shall have membership of a Car Club with designated parking bays in the Vicinity (and in the event of no Accredited Car Club having reserved parking bays in the Vicinity (and evidence provided to the DCM of the same) it shall be acceptable for an Accredited Car Club Provider to be proposed that has designated parking bays with the Council's administrative area) including a proposed establishment date for his approval
  
- 1.2 Not to Occupy or permit or allow the Occupation of any Residential Unit until:-
  - 1.2.1 it has procured at its own expense that the first Occupiers of each Residential Unit (up to a maximum of two Occupiers per Residential Unit) have membership of the approved Car Club for a period of five years from the date of first Occupation of the relevant Residential Unit and has provided a copy of the final signed and dated contract with the Accredited Car Club Provider to the DCM save that where the first Occupier(s) has confirmed in writing that he does not require such membership that shall be taken to be satisfaction of this obligation for that Residential Unit
  - 1.2.2 it has promoted and advertised to each potential Occupier of each Residential Unit the value and benefits of membership of a Car Club
  - 1.2.3 it has included a provision in any lease, licence or tenancy agreement affecting the whole or part of a Residential Unit that

the Occupier(s) of each Residential Unit (up to a maximum of two Occupiers per Residential Unit) shall be entitled to belong to the Car Club for a period of five years from the date of first Occupation of the relevant Residential Unit

- 1.3 In the event that the Accredited Car Club Provider is no longer able to provide the Car Club with designated car parking spaces in the Vicinity the Owner shall notify the DCM in writing and shall then use all reasonable endeavours to secure another Accredited Car Club Provider with designated car parking spaces in the Vicinity in accordance with the provisions of this Deed.

## **Part II – Car Parking Permits**

2. Not to Occupy or dispose of or allow any person to Occupy or dispose of any of the Units to be created as part of the Development unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (5) hereof 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 a business permit 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 and in any disposal and/or letting of the Units the Owner will:
- a. inform all prospective purchasers, lessees or tenants of the Units of the restriction contained within this paragraph;
  - b. impose, so far as is legally possible, within the relevant disposal/letting documents enforceable covenants giving effect to the restriction contained in this paragraph; and
  - c. upon receipt of a written request from the Council and upon reasonable notice provide to the Council such information as the

Council may reasonably require to demonstrate compliance with sub-clauses (i) and (ii) above.

**Part III – Contribution**

3. To pay to the Council the Affordable Housing Contribution prior to the first Occupation Date or the Sale Date (whichever is the sooner).

**Part IV - Notifications**

4. to give prior written notice to the DCM:
  - (i) of its intention to commence the Development at least seven (7) days before making a Material Start
  - (ii) of the Occupation at least seven (7) days prior to the Occupation Date or Sale at least seven (7) days prior to the Sale Date (whichever is sooner)

**Part V- Costs**

5. 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 £812

**SCHEDULE 2  
COVENANTS BY THE COUNCIL**

**Part I –Contributions and Planning Permission**

- 1.1 to use the Affordable Housing Contribution paid to it pursuant to Clause 3 of Schedule 1 of this Deed towards Affordable Housing Use
- 1.2 the Council shall repay to the Owner any part of the Affordable Housing contribution (together with interest) which has not been applied in accordance with terms of Schedule 2, paragraph 1.1 within ten years from the date of receipt of the Affordable Housing Contribution
- 1.3 to issue the Planning Permission within 10 working days of the date hereof

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



*C. W.*

Authorised Officer

Seal Reg. No. 38253/03

**EXECUTED AS A DEED BY** )  
**COUNTRYWIDE DESIGN** )  
**(HAMPTON WICK) LIMITED** )  
in the presence of )

*[Handwritten signature]*

Authorised signatory

**EXECUTED AS A DEED BY** )  
**LANEGLADE PROJECTS LIMITED** )  
in the presence of )

*[Handwritten signature]*

Authorised signatory