

DATED

9th December

2014

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

HAYMARKET GROUP PROPERTIES LIMITED

HAYMARKET GROUP LIMITED

AND

THE ROYAL BANK OF SCOTLAND PLC

AGREEMENT

made under

section 106 of the Town and Country Planning Act 1990

relating to 5 Broom Road and adjoining land and buildings Teddington TW11 9BE

THIS AGREEMENT is made as a Deed on the day of 2014

BETWEEN

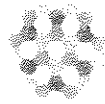
- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham Middlesex TW1 3BZ (the "**Council**")
- (2) **HAYMARKET GROUP PROPERTIES LIMITED** company registered number 01469098 of Teddington Studios Broom Road Teddington Middlesex TW11 9BE (the "**Owner**")
- (3) **HAYMARKET GROUP LIMITED** company registered number 01469098 of Teddington Studios Broom Road Teddington Middlesex TW11 9BE (the "**Group Company**") and
- (4) **THE ROYAL BANK OF SCOTLAND PLC** incorporated in Scotland under company registered number SC90312 of 36 St. Andrew Square, Edinburgh EH2 2YB (the "**Chargee**")

WHEREAS:

- (A) The Council is the local planning authority for the purposes of the 1990 Act for its administrative area within which the Land is situate and for the purpose of section 106 of the 1990 Act is the local planning authority entitled to enforce the planning obligations contained in this Deed.
- (B) The Council is also the local highway authority for the purposes of the Highways Act 1980 for its administrative area.
- (C) The Owner is the registered proprietor of the freehold interest in the Land subject to those matters contained in or referred to in the property and charges registers of the title to the Land including the interest of the Chargee.
- (D) The Group Company is the holding company of the Owner.
- (E) The Chargee has a legal charge over the Land.
- (F) The Planning Application has been submitted to the Council.
- (G) Having regard to the adopted policies of the Council's Local Development Framework Core Strategy 2009 and its Development Management Plan 2011 the Council has resolved to approve the Planning Application and grant the Planning Permission subject to conditions and subject to the Owner entering into this Deed to give planning obligations to the Council in the manner herein contained.
- (H) The Owner has agreed to enter into this Deed to give such planning obligations and further covenants to the Council.
- (I) The Group Company has agreed to enter into this Deed to guarantee the performance by the Owner of certain of the Owner's covenants with the Council.
- (J) The Chargee has agreed to enter into this Deed to consent to the Owner giving the said planning obligations to the Council.

Land Registry
Index map plan

Title number **not applicable**
Ordnance Survey map reference **TQ1671SE**
Scale **1:1250**



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Rh

River Thames

Teddington Studios

Swimming Pool

Garage

KINGSTON ROAD

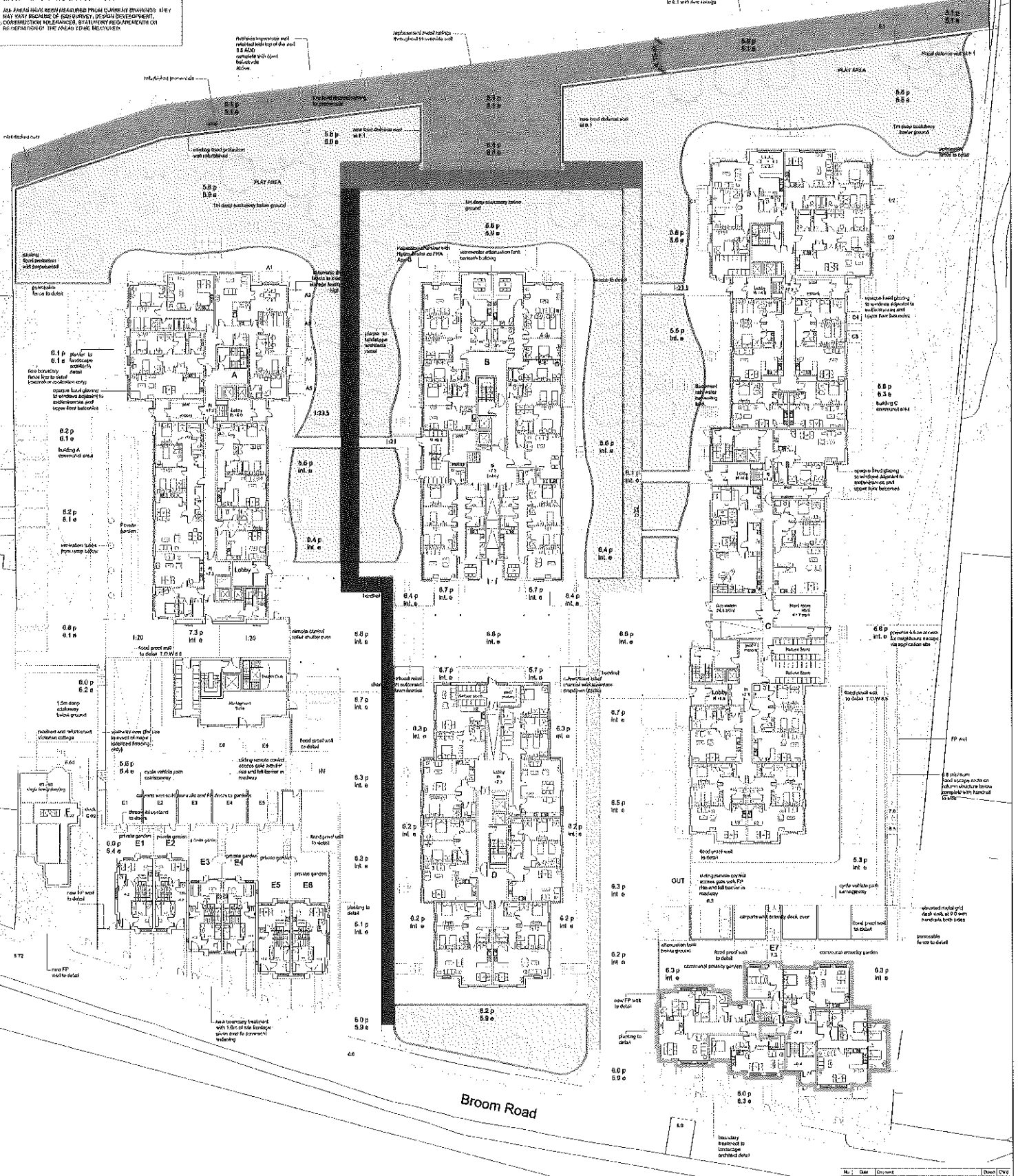
Plan prepared on 23/07/2014 at 00:00:01.

This Plan should be read in conjunction with result K17FJLB.

This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 – Title Plans and Boundaries.

NOTES
 DO NOT SCALE. FIGURES DIMENSIONS MAY BE TAKEN FROM THIS DRAWING. CHECK DIMENSIONS ON SITE. ALL DIMENSIONS TO THE FACE UNLESS OTHERWISE SPECIFIED.
 ALL AREAS HAVE BEEN MEASURED FROM CURRENTLY EXISTING. THEY MAY VARY BECAUSE OF SURVEY, DESIGN DEVELOPMENT, CONSTRUCTION TOLERANCES, SITE SURVEY REQUIREMENTS OR REDEFINITION OF THE AREA TO BE MEASURED.

River Thames



- LEGEND**
- BUILDING E7
 - ▨ RIVERSIDE WALK
 - ▨ SITE WALKWAY
 - ▨ SITE WALKWAY
 - ▨ SITE WALKWAY
 - AMENITY AREAS

St. Mary's Sports Ground

LEGAL

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 architecture
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Project
**Teddington Riverside
 Proposed Residential Redevelopment
 Broom Road, Teddington**

Drawing No
PLAN 2

Drawn
 22.03.2014

Page 81 of 120

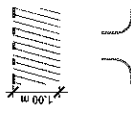
Drawing Number
A9991 E 0002

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BOUNDARY OF EXISTING HIGHWAY AT
 BACK OF FOOTWAY

EXTENT OF EXISTING SITE TO BE MADE
 AVAILABLE FOR NEW FOOTWAY
 CARRIAGEWAY

POSITION OF NEW VEHICULAR
 ENTRANCES



No.	Date	Comment	Drawn	Checked

LEGAL

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Project:
 Teddington Riverside
 Proposed Residential Redevelopment
 Broom Road, Teddington

Drawing Title:
 Plan 3 - Dedication and
 Highway Plan

Drawn	Date	Scale	NS Ref
SG	22.05.2014	1:500	AS9518D003

Project No.	Drawing Number	Rev
A9991	E 0003	



St. Mary's Sports Ground

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Deed (except where the context otherwise requires):-

“1990 Act” means the Town and Country and Planning Act 1990 (as amended)

“Achieved Net Sales Price” means the aggregate of:

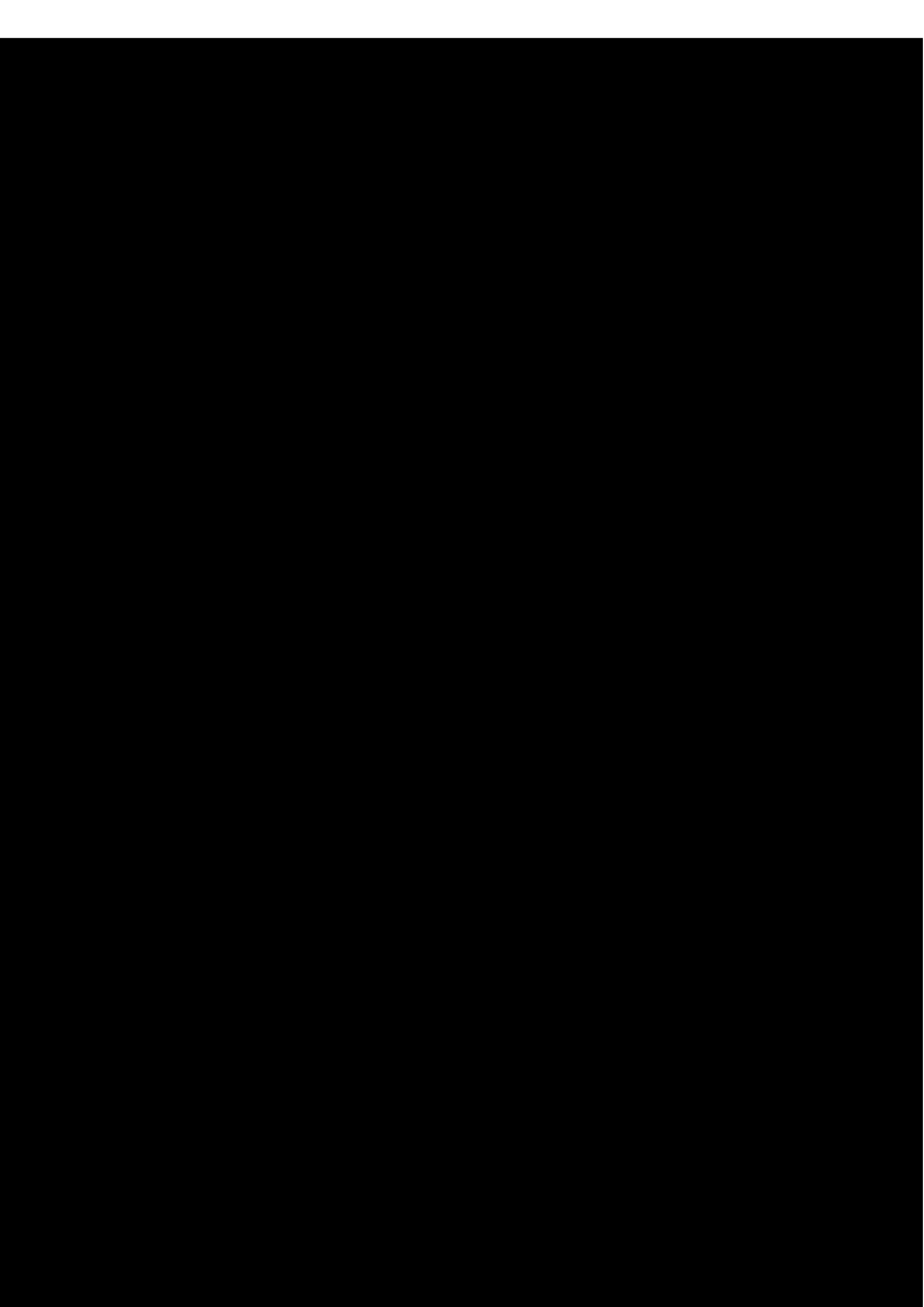
1. the prices paid on the sales of each of the Market Units on the basis of the sale of the freehold or the grant of a Long Leasehold Interest (as the case may be);
2. (in the case of any Market Units which have not been sold at the Review Date) the estimated Open Market Value at the Review Date of all such unsold Market Units on a freehold basis or by way of the grant of a Long Leasehold Interest (as the case may be) at the Review Date;
3. the price paid by a Registered Provider for the Shared Ownership Units; and
4. the prices paid on the sales of any other land and/or buildings within the Land on the basis of the sale of the freehold or the grant of a lease (as the case may be)

“Additional Affordable Housing Contribution” means:

1. in a case where the Adjusted Surplus is less than five million pounds (£5,000,000) an amount equal to twenty per centum (20%) of the Adjusted Surplus; and
2. in a case where the Adjusted Surplus is greater than five million pounds (£5,000,000) an amount equal to the aggregate of:
 - 2.1 one million pounds (£1,000,000); and
 - 2.2 a sum equal to forty per centum (40%) of that part of the Adjusted Surplus which exceeds five million pounds (£5,000,000)

“Adjusted Surplus” means the Surplus less thirteen million pounds (£13,000,000)

“Affordable Housing”	means subsidised housing available through a Registered Provider to persons whose incomes are insufficient to enable them to afford to buy housing locally in the open market
“Affordable Housing Contribution”	means the First Affordable Housing Instalment the Second Affordable Housing Instalment the Third Affordable Housing Instalment the Fourth Affordable Housing Instalment and the Fifth Affordable Housing Instalment together (comprising in aggregate the sum of eight million pounds (£8,000,000) Indexed
“Affordable Housing Supplementary Planning Document”	means the affordable housing supplementary planning document adopted by the Council in March 2014 (including any uprating (from time to time) of intermediate housing household incomes referred to therein)
“Alternative Arrangements”	has the meaning ascribed to that expression in paragraph 8 of Schedule 5
“Amenity Areas”	means those areas of the Land coloured green on Plan 2
“Alternative Hub Site”	has the meaning ascribed to that expression in paragraph 1.2 of Schedule 10
“Block E7”	means all that land and building to be constructed thereon comprising the Shared Ownership Units shown edged blue and marked ‘E7’ on Plan 2
“CIL”	means community infrastructure levy charged on development pursuant to the Planning Act 2008 and the CIL Regulations
“CIL Regulations”	means the Community Infrastructure Levy Regulations 2010 (as amended)
“Commencement of Development”	means the date on which a material operation is begun in accordance with the provisions of section 56(4) of the 1990 Act in respect of the Development Provided Always That the following operations shall not be treated as material operations for the purposes of this Deed: <ol style="list-style-type: none"> 1. site survey works; 2. works of demolition and site clearance; 3. ground investigations (including for archaeological investigation) and the drilling of exploratory boreholes; 4. works of site remediation or decontamination; 5. the erection of fences hoardings and scaffolding; 6. site preparation and establishment preparatory to the commencement of construction; 7. the construction of temporary accesses; and 8. any operations permitted by the Town and Country Planning (General Permitted Development) Order 1995 (as amended)



8. rights of light costs;
9. NHBC costs;
10. marketing and disposal costs;
11. professional and legal fees;
12. irrecoverable VAT;
13. the cost of all financial contributions payable to the Council under Schedules 2 and 3 to this Deed;
14. CIL;
15. a developer's profit equal to twenty per centum (20%) of the Gross Development Value; and
16. all other costs necessarily incurred in undertaking the Development

and where contracts have been let and/or expenditure committed to such costs shall represent actual agreed tender prices expenditure and professional fees and where contracts have not been let and/or other items of expenditure not yet committed to shall represent reasonable estimates of the same

Provided Always That in determining development costs no item shall be counted more than once

“Eligible Household”

means a household in need of Affordable Housing and having a household income which shall be determined in accordance with the Council's Affordable Housing Supplementary Planning Document (and “Eligible Households” shall be construed accordingly)

“Expert”

has the meaning ascribed to that expression in clause 8.2

“Fifth Affordable Housing Instalment”

means the sum of two million pounds (£2,000,000) Indexed

“Final Determination of Proceedings”

means:

1. Legal Proceedings have commenced; a court has given judgment dismissing such Legal Proceedings; the time for making any appeal has expired without any appeal having been made (or no further right of appeal is available); and the Planning Permission remains extant; or
2. Legal Proceedings have commenced; a court has given judgment in such Legal Proceedings; the Planning Permission has been quashed; the time for making any appeal has expired without any appeal having been made (or no further right of appeal is available); the Planning Application has been re-

determined; and the Planning Permission has been re-granted and:

2.1 the period for commencing Legal Proceedings has expired without any Legal Proceedings having commenced; or

2.2 Legal Proceedings shall have commenced and the provisions of paragraph 1 shall have been satisfied in respect of such Legal Proceedings

and the provisions of paragraphs 1 and 2 shall apply to and have effect in respect of any subsequent or further Legal Proceedings quashing of the Planning Permission or re-determination of the Planning Application

"First Affordable Housing Instalment"

means the sum of one million pounds (£1,000,000) Indexed

"First Conditional Affordable Housing Contribution"

means the sum of five million pounds (£5,000,000) Indexed

"Fourth Affordable Housing Instalment"

means the sum of two million pounds (£2,000,000) Indexed

"Gross Development Value"

means the aggregate of:

1. the Achieved Net Sales Price; and
2. the Open Market Value of the freehold of the Land retained by the Owner at the Review Date Provided That where a Market Unit has not been sold (whether on a freehold basis or by way of the grant of a Long Leasehold Interest) and an estimate of such Open Market Value has been included in the Achieved Net Sales Price then such estimate shall not also be included as freehold Land retained by the Owner;

Provided That in determining the gross development value no item shall be counted more than once

"Haymarket Media Group"

means any companies within the same group ('group' having the same meaning as is ascribed to such expression by section 42 Landlord and Tenant Act 1954) as the Group Company and such expression shall include (where the relevant entity is not a company incorporated in England and Wales) any body or bodies corporate analogous to the foregoing

"Highways Agreement"

means an agreement between the Owner and the Council pursuant to sections 38 and 278 of the Highways Act 1980 to secure the carrying out of the Highway Works which shall inter alia:

1. grant to the Owner a licence to enter upon the highway to carry out the Highway Works;
2. include a specification and plans in respect of the Highway Works prepared by the Owner and approved by the Council;
3. require the Owner at its own cost to carry out the Highway Works on the highway and the Dedication Land;
4. make provision for the Owner to dedicate the Dedication Land to the Council as highway (in the form of additional footway and (where the same is located at one of the two new vehicular accesses to the Land) additional carriageway);
5. make provision for the Owner to provide a deposit bond or other form of surety equal to the estimated cost of the Highway Works (but excluding the cost of diversion of statutory undertakers apparatus) to secure the carrying out of the Highway Works; and
6. make provision for the Owner to pay to the Council a reasonable fee in respect of the Council's costs of approving the specification and plans of the Highway Works and supervising the carrying out of the Highway Works

such agreement to be in a form to be agreed between the Owner and the Council (both parties acting reasonably) and in default of agreement to be determined by a Solicitor in the manner provided in clause 8.1.2 of this Deed

“Highway Works”

means works to secure:

1. the closure of the existing vehicular access junction from the Site onto Broom Road and existing crossover accesses from the Site onto Broom Road;
2. the creation of two new vehicular accesses onto Broom Road and the provision of dropped kerbs; and
3. the reinstatement of existing footway and the provision of additional footway

on the highway and the Dedication Land in accordance with the Planning Permission which works are shown for the purpose of identification on Plan 3

“HMG GroupCo”

such company (other than the Owner) in the Haymarket Media Group as the context shall admit or require

"Hub Contracts"	has the meaning ascribed to that expression in paragraph 4 of Schedule 10
"Hub Site"	has the meaning ascribed to that expression in paragraph 1 of Schedule 10
"Hub Site Acquisition Contract"	has the meaning ascribed to that expression in paragraph 2 of Schedule 10
"Index"	means the Consumer Prices Index published by H M Government Office for National Statistics Provided Always That if during any period no such index exists then the index which replaces the same or is the nearest equivalent thereto agreed between the Council and the Owner or in default of agreement determined by the Surveyor on the application of any party
"Indexed"	means <ul style="list-style-type: none"> 1. (in relation to any instalment of the Affordable Housing Contribution and any percentage of the Supplemental Affordable Housing Contribution) increased by a percentage equal to the percentage increase in the Index between the date of this Deed and the date any such instalment or percentage (as the case may be) is due to be paid under this Deed; and 2. (in relation to the instalments of the Additional Affordable Housing Contribution referred to in paragraphs 9 and 11 of Schedule 4) increased by a percentage equal to the percentage increase in the Index between the Review Date and the date any such instalment is due to be paid under this Deed
"Interest Rate"	means 2% above HSBC Base Rate from time to time
"Land"	means land at 5 Broom Road and adjoining land and buildings Teddington TW11 9BE registered at the Land Registry with title absolute under title number SGL20910 and for the purpose of identification shown edged red on Plan 1
"Land Value"	means the value identified as the Benchmark in paragraph 1.12 Table 1: Appraisal Results in the Executive Summary of the Viability Update Report increased by reference to the percentage increase in the Index between July 2014 and the date of the Viability Review
"Legal Proceedings"	means legal proceedings in the courts by way of an application for judicial review (including an application for permission to bring such proceedings) to challenge the

	decision of the Council to grant the Planning Permission
Liability Notice	means a liability notice issued pursuant to regulation 65 of the CIL Regulations
"Long Leasehold Interest"	means a lease of a minimum term of 99 years at a ground rent and with no unusually onerous covenants and conditions
"Market Unit"	means a Residential Unit which is not a Shared Ownership Unit (and "Market Units" shall be construed accordingly)
"Occupy"	means beneficially occupy for any purpose permitted by the Planning Permission but not including occupation by persons engaged in construction fitting out or decoration or occupation as a showroom or sales office for advertising marketing or display purposes or occupation in relation to site security and management of the Land (and "Occupied" and "Occupation" shall be construed accordingly)
"Open Market Value"	means the price at which the sale of a relevant interest in a Market Unit might reasonably be expected to be obtained at arm's length between a willing seller and a willing buyer (excluding a special purchaser) at the date of disposal
"Original Viability Report"	means the written viability report dated 7 March 2014 prepared by Savills for the Haymarket Media Group comprising a financial assessment of the viability of the Development on an open book basis and submitted by the Owner to the Council on a commercially confidential basis
"Outline Tech Hub Brief"	means the outline Tech Hub brief annexed to this Deed at Annex A
"Plan 1"	means the plan annexed hereto and marked plan 1
"Plan 2"	means the plan annexed hereto and marked plan 2
"Plan 3"	means the plan annexed hereto and marked plan 3
"Planning Application"	means the application for planning permission dated 7 March 2014 (and bearing reference 14/0914/FUL) for the demolition of the existing buildings with the exception of Weir Cottage and the erection of part four/part five/part six/part seven storey buildings to provide 213 flats, erection of 6 three storey houses to Broom Road frontage, use of Weir Cottage for residential purposes, provision of 258 car parking spaces at basement and ground level, closure of existing access and provision of two new accesses from Broom Road, provision of publicly accessible riverside walk together with cycle parking and landscaping on the Land and adjacent highway

"Planning Conditions"	means the planning conditions incorporated in the Planning Permission
"Planning Permission"	means the planning permission granted pursuant to the Planning Application in the form of the draft annexed to this Deed at Annex B
"Practical Completion of the Residential Units"	means practical completion of the Residential Units as evidenced by a certificate issued by the Owner's architect project manager or other professional certifying that the Residential Units have been practically completed
"Practical Completion of the Shared Ownership Units"	means practical completion of the Shared Ownership Units as evidenced by a certificate issued by the Owner's architect project manager or other professional certifying that the Shared Ownership Units have been practically completed
"Prior Agreements"	means: <ul style="list-style-type: none"> 1. an agreement dated 16 October 1935 made between The Urban District Council of Teddington (1) and Warner Bros. First National Productions Limited (2); and 2. an agreement dated 14 October 1947 made between The Mayor Aldermen and Burgesses of the Borough of Twickenham (1) and Warner Brothers First National Productions Limited (2)
"Registered Provider"	means a local authority or other provider of social housing registered with the Homes and Communities Agency under the Housing and Regeneration Act 2008
"Residential Unit"	means a unit of residential accommodation (being either a flat or a house) within the Development (and "Residential Units" shall be construed accordingly)
"Review Date"	means the date of Occupation of the one hundred and fourth (104 th) Market Unit
"Richmond Site"	has the meaning ascribed to that expression in paragraph 1.1 of Schedule 8
"Riverside Walkway"	means a pedestrian walkway extending across the river frontage of the Land for the purpose of identification shown coloured pink on Plan 2.
"RuTC"	means Richmond upon Thames College
"RuTC Hub Site"	has the meaning ascribed to that expression in paragraph 1.1 of Schedule 10

"Second Affordable Housing Instalment"	means the sum of one million pounds (£1,000,000) Indexed
"Second Conditional Affordable Housing Contribution"	means the sum of five million pounds (£5,000,000) Indexed
"Second Conditional Affordable Housing Contribution Trigger Date"	has the meaning ascribed to that expression in paragraph 1 of Schedule 11
"Shared Ownership Housing"	<p>means Affordable Housing leased by a Registered Provider to a person (or persons) who is (or are) members of an Eligible Household:</p> <ol style="list-style-type: none"> 1. for a term of not less than 99 years; 2. in consideration of a premium equal to the percentage of the open market value of the Shared Ownership Unit being acquired and which entitles the lessee to purchase further and additional tranches of equity in the Shared Ownership Unit up to 100% of the open market value in the Shared Ownership Unit; 3. requiring the payment of rent on the value of that percentage of the Shared Ownership Unit which on the grant of the lease shall not have been purchased by the lessee (subject to review) and adjusted on each occasion on which the lessee purchases further and additional tranches of equity in the Shared Ownership Unit; and 4. otherwise contains such usual terms and conditions as are contained in a residential lease of shared ownership housing granted by a Registered Provider to a lessee
"Shared Ownership Units"	means the twelve (12) Residential Units comprised in Block E7 including any additional Residential Units that may be provided in accordance with paragraph 8.1 of Schedule 5 (and "Shared Ownership Unit" shall be construed accordingly)
"Site Walkways"	means two pedestrian walkways extending from Broom Road through the Land to the steps forming part of the Riverside Walkway for the purpose of identification shown coloured dark brown, coloured brown and hatched light brown on Plan 2
"Solicitor"	has the meaning ascribed to that expression in clause 8.1.2

"Supplemental Affordable Housing Contribution"	<p>means such sum (if a positive figure) which shall be calculated by applying the under-mentioned formula:</p> $£A - B$ <p>where A equals £2,623,447</p> <p>and B equals the amount of CIL calculated to be payable under the CIL Regulations following the grant of the Planning Permission in respect of the Development being the chargeable amount specified in a Liability Notice (including any revised chargeable amount following a review or appeal pursuant to regulations 113 and 114 (respectively) of the CIL Regulations</p> <p>which resultant sum shall be Indexed</p>
"Surplus"	<p>means such sum (if a positive figure) as shall be calculated by applying the under-mentioned formula:</p> $£A - (B + C)$ <p>Where A is the Gross Development Value;</p> <p>B is the Development Costs; and</p> <p>C is the Land Value</p>
"Surveyor"	has the meaning ascribed to that expression in clause 8.1.3
"Tech Hub"	has the meaning ascribed to that expression in paragraph 1.1 of Schedule 10
"Tech Hub Construction Contract"	has the meaning ascribed to that expression in paragraph 4.1 of Schedule 10
"Tech Hub Planning Permission"	has the meaning ascribed to that expression in paragraph 2 of Schedule 10
"Third Affordable Housing Instalment"	means the sum of two million pounds (£2,000,000) Indexed
"Valuer"	has the meaning ascribed to that expression in clause 8.1.1
"Viability Review"	means a written financial viability assessment and appraisal of the Development on an open book basis on the same basis as the Original Viability Report (as updated by the Viability Update Report) with the purpose of determining the Gross Development Value the Development Costs the Land Value the Surplus the Adjusted Surplus and the Additional Affordable Housing Contribution (if any)

"Viability Update Report" means the written viability report dated 8 July 2014 prepared by Savills for Haymarket Media Group comprising an updated financial assessment of the viability of the Development on an open book basis and submitted by the Owner to the Council on a commercially confidential basis

"Working Day" means Mondays to Fridays (inclusive) but excluding Christmas Day Good Friday and other statutory bank holidays

- 1.2 Reference to the masculine feminine and neuter genders shall include other genders
- 1.3 Reference to the singular includes the plural and vice versa
- 1.4 Reference to natural persons includes corporations and vice versa
- 1.5 Subject to the provisions of clauses 2 and 3 of this Deed the expressions the Owner Group Company and Chargee shall include their respective successors in title and assigns and the expression the Council shall include any statutory successor
- 1.6 Headings in this Deed are for reference purposes only and shall not be taken into account in its construction or interpretation
- 1.7 Reference to a clause paragraph or schedule is to a clause paragraph or schedule to this Deed
- 1.8 Where in this Deed a party includes two or more persons the obligations of those persons shall be joint and several
- 1.9 Any reference to a statute or statutory instrument shall include any statute or statutory instrument amending consolidating or replacing the same

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to the provisions of Section 106 of the 1990 Act and all other powers enabling which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained and in particular the covenants on the part of the Owner in Schedules 8 - 13 (inclusive) of this Deed and on the part of the Group Company in Schedules 8 - 11 (inclusive) of this Deed are made and accepted by the Council pursuant to the Local Government Act 1972 and the Localism Act 2011.
- 2.2 The Owner covenants with the Council that the obligations and covenants on the part of the Owner contained in this Deed are planning obligations for the purposes of the 1990 Act and shall be binding and enforceable by the Council against the Owner and (save as provided in clause 2.3) any successor in title to the Owner.
- 2.3 The covenants on the part of the Owner in Schedules 8 - 11 (inclusive) of this Deed are personal to the Owner and shall not run with the land or bind any successor in title to the Owner and are additionally entered into by the Council with the Owner under section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.

2.4 Having regard to the provisions of regulation 122 of the Community Infrastructure Regulations 2010 the Owner and the Council hereby agree and declare that the planning obligations contained in this Deed are necessary to make the Development acceptable in planning terms are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.

3. LEGAL EFFECT

3.1 The main body of this Deed (other than the Schedules) shall have effect on the grant of the Planning Permission.

3.2 The covenants by the Owner with the Council in Schedules 1 - 13 (inclusive) to this Deed shall have effect as follows:

3.2.1 paragraph 1.1 of Schedule 1, Schedule 8 and Schedule 10 shall have effect on the grant of the Planning Permission; and

3.2.2 Schedule 1 (except paragraph 1.1 of Schedule 1) Schedules 2 – 7 (inclusive), Schedule 9 and Schedules 11 – 13 (inclusive) shall have effect only upon the Commencement of Development.

3.3 The covenants by the Council with the Owner in Schedules 3 - 11 (inclusive) and 14 to this Deed shall have effect as follows:

3.3.1 Schedule 8 and Schedule 10 shall have effect on the grant of the Planning Permission; and

3.3.2 Schedules 3 – 7 (inclusive) Schedule 9, Schedule 11 and Schedule 14 shall have effect only upon the Commencement of Development

3.4 If the Planning Permission shall be quashed as a result of any legal proceedings this Deed shall absolutely determine and become null and void and the Council shall repay to the Owner such monies as have been paid to it pursuant to the planning obligations and covenants in this Deed (save any legal costs paid under clause 17).

3.5 If the Planning Permission expires without any material start occurring (as that expression is defined in section 56 of the 1990 Act) then this Deed shall absolutely determine and become null and void.

3.6 Save as provided in clause 3.7 no party shall be liable for breach of an obligation contained in this Deed:

3.6.1 after it shall have parted with all interest in the Land; and

3.6.2 (in a case involving an obligation relating to a specific part of the Land) after it shall have parted with its title to such specific part

but in each case without prejudice to liability for any antecedent breach by such party which occurred prior to parting with such interest or title to a specific part of the Land.

3.7 The provisions of clause 3.6 shall not have effect in relation to the covenants of the Owner contained in Schedules 8-11 (inclusive) to this Deed to the intent that upon the Owner parting with all interest in the Land the Owner shall remain liable to the Council for the performance of such covenants.

- 3.8 The obligations contained within this Deed shall not be binding on or enforceable against:-
- 3.8.1 an owner lessee occupier or mortgagee of a Market Unit except in relation to the provisions of Schedule 12 to this Deed (in respect of which such owner lessee occupier or mortgagee shall be bound in relation to the Market Unit which it occupies);
 - 3.8.2 a Registered Provider where it is the owner or lessee of Block E7 except in relation to the provisions of paragraph 6 of Schedule 5 to this Deed (in respect of which such Registered Provider shall be bound);
 - 3.8.3 a mortgagee of a Registered Provider or any receiver appointed by such mortgagee;
 - 3.8.4 an owner lessee or occupier of a Shared Ownership Unit except in relation to the provisions of paragraph 6 of Schedule 5 to this Deed (in respect of which such owner lessee or occupier shall be bound in relation to the Shared Ownership Unit which it occupies);
 - 3.8.5 a mortgagee of a Shared Ownership Unit;
 - 3.8.6 any statutory undertaker or service company which acquires any freehold or leasehold interest in the Land for the purpose of the supply of electricity gas water drainage telecommunications media or other services or utilities.

4. OWNER'S OBLIGATIONS

- 4.1 The Owner covenants with the Council to observe and perform the planning obligations and covenants on its part contained in Schedules 1 - 13 (inclusive) to this Deed.

5. COUNCIL'S COVENANTS

- 5.1 The Council covenants with the Owner to observe and perform the covenants on its part contained in Schedules 3 - 11 (inclusive) and Schedule 14 to this Deed.

6. PAYMENT OF CONTRIBUTIONS

- 6.1 Payment of any Contribution due under this Deed shall be made by the Owner sending the full amount:

6.1.1 in the form of a cheque drawn on a UK bank made payable to the London Borough of Richmond upon Thames and sent to the DCM; or

6.1.2 by electronic transfer direct to the Council's bank account;

in each case specifying this Deed and the Contribution being discharged.

7. INTEREST ON LATE PAYMENT

- 7.1 In the event of late payment by the Owner of any Contribution due to the Council under the provisions of this Deed the Owner shall pay interest on the same at the Interest Rate from time to time prevailing such interest to be payable for the period

from the date the Contribution fell due for payment until the date the Contribution is received by the Council.

8. DISPUTE RESOLUTION

8.1 Where there is a difference or dispute in relation to the subject matter of this Deed the parties to such dispute shall use reasonable endeavours to resolve the same and if the difference or dispute remains unresolved after 28 days any party to the dispute may refer the same for determination in the following manner:

8.1.1 in the case of a difference or dispute arising in relation to the amount of the Additional Affordable Housing Contribution (or otherwise arising under Schedule 4 to this Deed) to a member of the Royal Institution of Chartered Surveyors having a minimum of 15 years experience in the valuation of residential property (the "Valuer") to be agreed upon by the parties to the dispute and in default of agreement to be appointed on the application of any party to the dispute by the President for the time being of the Royal Institute of Chartered Surveyors;

8.1.2 in the case of a difference or dispute arising in relation to the terms of the Highway Agreement to a solicitor having a minimum of 15 years experience in dealing with highways matters (the "Solicitor") to be agreed upon by the parties to the dispute and in default of agreement to be appointed on the application of any party to the dispute by the President for the time being of the Law Society; and

8.1.3 in the case of a difference or dispute arising in relation to any matter (other than the matter referred to in clause 8.1.1, or 8.1.2) to a chartered surveyor with a minimum of 15 years' experience in the relevant field (the "Surveyor") to be agreed upon by the parties to the dispute and in default of agreement to be appointed on the application of any party to the dispute by the President for the time being of the Royal Institute of Chartered Surveyors

8.2 The Valuer the Solicitor and the Surveyor shall each act as an expert (the "Expert").

8.3 The Expert shall be required to produce evidence of sufficient professional indemnity insurance prior to his appointment.

8.4 The terms of reference of the Expert shall include the following:-

8.4.1 the Expert shall call for representations from the parties to the dispute within 21 days of his appointment and require the parties to the dispute to exchange representations with each other within this period;

8.4.2 the Expert shall allow the parties to the dispute a further 14 days from the expiry of the period referred to in clause 8.4.1 to make counter-representations;

8.4.3 any representations or counter-representations received out of time may be disregarded by the Expert; and

8.4.4 the Expert shall provide the parties to the dispute with a written decision within 28 days of the last date for receipt of counter-representations.

- 8.5 The Expert may be required by either party to the dispute to give written reasons for his decision and such reasons shall be conveyed to all parties to the dispute.
- 8.6 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties to the dispute) shall be final and binding upon the parties to the dispute.
- 8.7 Nothing in this clause 8 shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing proceedings in the courts.

9. **NOTICES**

- 9.1 Any notice approval consent expression of satisfaction certificate or other communication given by a party under this Deed shall be in writing and signed by or on behalf of the party giving it.
- 9.2 Any notice etc. to be given or delivered under this Deed may be given by delivering it personally or sending it by pre-paid first class post recorded delivery or royal mail special delivery addressed to the relevant party (and marked for the attention of an identified individual) in the manner referred to below:
- 9.3 Any notice etc. to be given to the Council shall be addressed to the London Borough of Richmond upon Thames at 42-44 York Street Twickenham Middlesex, TW1 3BZ and marked for the attention of the Development Control Manager or such other address for service (and identified individual) as shall have been previously notified by the Council to each of the other parties to this Deed.
- 9.4 Any notice etc. to be given to the Owner shall be addressed to the Owner at Teddington Studios Broom Road Teddington Middlesex TW11 9BE and marked for the attention of the Company Secretary (with a copy to the Finance Director) or such other address for service (and identified individuals) as shall have been previously notified by the Owner to each of the other parties to this Deed.
- 9.5 Any notice etc. to be given to the Group Company shall be addressed to the Group Company at Teddington Studios Broom Road Teddington Middlesex TW11 9BE and marked for the attention of the Company Secretary (with a copy to the Group Finance Director) or such other address for service (and identified individuals) as shall have been previously notified by the Group Company to each of the other parties to this Deed.
- 9.6 Any notice etc. to be given to the Chargee shall be addressed to the Chargee at 280 Bishopsgate London EC2M 4RB and marked for the attention of Neil Wright Director or such other address for service (and identified individual) as shall have been previously notified by the Chargee to each of the other parties to this Deed.
- 9.7 Any such notice etc. if so addressed shall be deemed to have been received as follows:-
- 9.7.1 if delivered personally at the time of delivery Provided That where such notice etc. is delivered after 4pm such notice etc. shall be deemed to be received at 9am on the next following Working Day; and
- 9.7.2 if sent by first class post at 9am on the second Working Day after the date of posting; and

9.7.3 if sent by recorded delivery or royal mail special delivery at the time of proof of delivery Provided That where such notice etc. is delivered after 4pm such notice etc. shall be deemed to be received at 9am on the next following Working Day.

10. NO FETTER

10.1 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 planning authority and its rights powers duties and obligations under all public and private statutes regulations and byelaws may be as fully and effectually exercised as if the Council were not a party to or beneficiary under this Deed.

11. INVALIDITY AND SEVERANCE

11.1 If any provision in this Deed shall be held to be invalid illegal or unenforceable (and severance of such provision is possible) the validity legality and enforceability of the remaining provisions of this Deed shall be unaffected.

12. WAIVER

12.1 No waiver (whether express or implied) by any party to this Deed of any breach or default by any other party to this Deed in performing or observing any of the planning obligations covenants and other terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent any party to this Deed from enforcing any of the said terms or conditions herein or from acting upon any subsequent breach or default in respect thereof against any other party to this Deed.

13. OTHER PLANNING PERMISSIONS

13.1 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

14. SATISFACTION APPROVAL CONSENT OR CERTIFICATE

14.1 Where under this Deed any satisfaction approval consent or certificate is required to be obtained from or given by the Council such satisfaction etc. shall not be unreasonably refused or delayed by the Council.

14.2 Where in the reasonable opinion of the Owner or the Group Company any planning obligation or covenant in this Deed has been satisfied complied with performed or otherwise discharged the Owner or Group Company may apply to the Council for a certificate to that effect and upon the Council (acting reasonably) being satisfied that such planning obligation or covenant has been satisfied etc. the Council shall forthwith issue a certificate to that effect.

15. PRIOR AGREEMENTS

15.1 The Council (as successor to the statutory functions of The Urban District Council of Teddington and also of the Mayor Aldermen and Burgesses of the Borough of Twickenham) hereby releases the Owner (as successor in title of Warner Bros. First National Productions Limited and Warner Brothers First National Productions Limited)

and the Land from all of the covenants on the part of the "Owner" (as that expression is defined in the Prior Agreements) contained in the Prior Agreements.

15.2 The Owner (as successor in title of Warner Bros. First National Productions Limited and Warner Brothers First National Productions Limited) and owner of the Land hereby releases the Council (as successor to the statutory functions of The Urban District Council of Teddington and also of the Mayor Aldermen and Burgesses of the Borough of Twickenham) from all of the covenants on the part of the "Council" and the "Corporation" (as those expressions are respectively defined in the Prior Agreements) contained in the Prior Agreements.

15.3 The Council covenants with the Owner to assist the Owner in removing and cancelling references to the Prior Agreements and each of them in the registers of the title to the Land maintained at the Land Registry.

16. **LOCAL LAND CHARGE**

16.1 This Deed shall be registered as a local land charge by the Council.

16.2 Where the Council have issued a certificate pursuant to clause 14.2 of this Deed then the Council shall make an entry to that effect against this Deed in the register of local land charges.

17. **LEGAL COSTS**

17.1 On the date hereof the Owner shall pay to the Council its reasonable legal costs incurred in the negotiation and completion of this Deed.

18. **VAT**

18.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.

18.2 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 the supply the person making the supply shall have the right to issue an invoice to the person to whom the supply was made and VAT shall be paid accordingly.

19. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

19.1 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 (other than a successor in title to such party) shall have the benefit of or be capable of enforcing any term or other provision of this Deed.

20. **CHARGEES CONSENT**

The Chargee hereby consents to the Owner entering into this Deed with the Council and acknowledges that the Chargee shall be bound by the planning obligations and covenants given by the Owner to the Council in this Deed and the Chargee's charge shall take effect subject to such planning obligations and covenants Provided Always That nothing in this clause shall impose any planning obligation or covenant on the Chargee except where the Chargee takes possession of the Land under its charge

whereupon the Chargee acknowledges that it shall be bound by the planning obligations and covenants given by the Owner to the Council in this Deed as if it were a person deriving title under the Owner.

21. GUARANTOR

21.1 The Group Company guarantees to the Council punctual and complete performance by the Owner of the obligations of the Owner to the Council contained in Schedule 11 to this Deed and the Group Company shall forthwith pay to the Council the whole or any part of the Second Conditional Affordable Housing Contribution which shall have fallen due for payment by the Owner to the Council under Schedule 11 to this Deed and which shall not have been paid by the Owner to the Council on the due date for payment.

21.2 For the avoidance of doubt if the Owner shall pay the Second Conditional Affordable Housing Contribution to the Council or otherwise shall have complied with paragraph 2.2 of Schedule 11 to this Deed then the Group Company shall automatically be released and discharged from its guarantee given to the Council under clause 21.1.

22. GOVERNING LAW

22.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

IN WITNESS whereof the Council the Owner the Group Company and the Chargee have executed this Agreement as a Deed the day and year first before written.

SCHEDULE 1

NOTICES

1. The Owner covenants with the Council to give to the Council written notice of each of the following events within seven days of the occurrence of the same:
 - 1.1 the date of the Commencement of Development;
 - 1.2 the date of the Occupation of the 50th Market Unit
 - 1.3 the date of the Occupation of the 100th Market Unit
 - 1.4 the date of the Occupation of the 104th Market Unit
 - 1.5 the date of the Occupation of the 150th Market Unit and
 - 1.6 the date of the Occupation of the 190th Market Unit

SCHEDULE 2

AFFORDABLE HOUSING CONTRIBUTION

The Owner covenants with the Council to pay to the Council the Affordable Housing Contribution in accordance with the following provisions of this Schedule:

- 1.1 One year after the Commencement of Development the Owner shall pay to the Council the First Affordable Housing Instalment and the Owner shall not Occupy or cause or permit to be Occupied any further Market Units after the said one year after the Commencement of Development until the First Affordable Housing Instalment has been paid to the Council.
- 1.2 Two years after the Commencement of Development the Owner shall pay to the Council the Second Affordable Housing Instalment and the Owner shall not Occupy or cause or permit to be Occupied any further Market Units after the said two years after the Commencement of Development until the Second Affordable Housing Instalment has been paid to the Council.
- 1.3 On the Occupation of 50 Market Units the Owner shall pay to the Council the Third Affordable Housing Instalment and the Owner shall not Occupy or cause or permit to be Occupied more than 50 Market Units until the Third Affordable Housing Instalment has been paid to the Council.
- 1.4 On the Occupation of 100 Market Units the Owner shall pay to the Council the Fourth Affordable Housing Instalment and the Owner shall not Occupy or cause or permit to be Occupied more than 100 Market Units until the Fourth Affordable Housing Instalment has been paid to the Council.
- 1.5 On the Occupation of 150 Market Units the Owner shall pay to the Council the Fifth Affordable Housing Instalment and the Owner shall not Occupy or cause or permit to be Occupied more than 150 Market Units until the Fifth Affordable Housing Instalment has been paid to the Council.

SCHEDULE 3

SUPPLEMENTAL AFFORDABLE HOUSING CONTRIBUTION

The Owner and the Council covenant with each other as follows:

Payment of Supplemental Affordable Housing Contribution

1. Upon the determination of the Supplemental Affordable Housing Contribution the Owner shall pay the Supplemental Affordable Housing Contribution to the Council in accordance with the provisions of the following paragraphs of this Schedule.
2. One year after the Commencement of Development the Owner shall pay to the Council twelve and a half per centum (12.5%) of the Supplemental Affordable Housing Contribution and the Owner shall not Occupy or cause or permit to be Occupied any further Market Units after the said one year after the Commencement of Development until such percentage of the Supplemental Affordable Housing Contribution has been paid to the Council.
3. Two years after the Commencement of Development the Owner shall pay to the Council a further twelve and a half per centum (12.5%) of the Supplemental Affordable Housing Contribution and the Owner shall not Occupy or cause or permit to be Occupied any further Market Units after the said two years after the Commencement of Development until such percentage of the Supplemental Affordable Housing Contribution has been paid to the Council.
4. On the Occupation of 50 Market Units the Owner shall pay to the Council twenty five per centum (25%) of the Supplemental Affordable Housing Contribution and the Owner shall not Occupy or cause or permit to be Occupied more than 50 Market Units until such percentage of the Supplemental Affordable Housing Contribution has been paid to the Council.
5. On the Occupation of 100 Market Units the Owner shall pay to the Council a further twenty five per centum (25%) of the Supplemental Affordable Housing Contribution and the Owner shall not Occupy or cause or permit to be Occupied more than 100 Market Units until such percentage of the Supplemental Affordable Housing Contribution has been paid to the Council.
6. On the Occupation of 150 Market Units the Owner shall pay to the Council a further (and final contribution equal to) twenty five per centum (25%) of the Supplemental Affordable Housing Contribution and the Owner shall not Occupy or cause or permit to be Occupied more than 150 Market Units until such percentage of the Supplemental Affordable Housing Contribution has been paid to the Council.

SCHEDULE 4

VIABILITY REVIEW

The Owner and the Council covenant with each other as follows:

Condition for a Viability Review

1. Subject to paragraph 3 of this Schedule in the event that a Commencement of Development shall not have occurred on or before the date thirty two (32) calendar months after the grant of the Planning Permission then the provisions of this Schedule shall have effect.
2. Subject to paragraph 3 of this Schedule (and for the avoidance of doubt) if a Commencement of Development shall have occurred on or before the date thirty two (32) calendar months after the grant of the Planning Permission then the provisions of this Schedule shall be of no effect and the Owner shall be under no obligation to the Council to carry out a Viability Review or pay an Additional Affordable Housing Contribution to the Council.
3. If any person shall commence Legal Proceedings then for the words "after the grant of the Planning Permission" in paragraphs 1 and 2 above there shall be substituted the words: "after the Final Determination of Proceedings"

Calculation of Additional Affordable Housing Contribution

4. Subject to paragraphs 1-3 of this Schedule on the Review Date the Owner shall prepare a Viability Review and deliver the same to the Council within two months of the Review Date (together with supporting information reasonably required).
5. On delivery of the Viability Review to the Council the Owner and the Council shall each use reasonable endeavours to agree the Gross Development Value the Development Costs the Land Value the Surplus the Adjusted Surplus and the Additional Affordable Housing Contribution (if any).
6. If within three months of the delivery of the Viability Review to the Council the Owner and the Council have failed to agree the amount of the Additional Affordable Housing Contribution (if any) then either the Owner or the Council may refer any difference or dispute between them for determination by the Valuer in the manner provided in clause 8.1.1.

Payment of Additional Affordable Housing Contribution

7. Upon the agreement or other determination of the Additional Affordable Housing Contribution (if any) the Owner shall pay the amount of the Additional Affordable Housing Contribution to the Council in accordance with the provisions of the following paragraphs of this Schedule.
8. A first instalment equal to fifty per centum (50%) of the Additional Affordable Housing Contribution shall be paid by the Owner to the Council within three months of the date of the agreement or other determination of the Additional Affordable Housing Contribution.

9. In circumstances where the Fifth Affordable Housing Instalment has not been paid to the Council then a second instalment equal to twenty five per centum (25%) of the Additional Affordable Housing Contribution shall be paid by the Owner to the Council within three months of the date of the Occupation of the 150th Market Unit.
10. In circumstances where the Fifth Affordable Housing Instalment has already been paid to the Council then a second instalment equal to twenty five per centum (25%) of the Additional Affordable Housing Contribution shall be paid by the Owner to the Council within three months of the date of the agreement or other determination of the Additional Affordable Housing Contribution.
11. A third (and final) instalment equal to twenty five per centum (25%) of the Additional Affordable Housing Contribution shall be paid by the Owner to the Council within three months of the date of the Occupation of the 190th Market Unit.

SCHEDULE 5

AFFORDABLE HOUSING

The Owner and the Council covenant with each other as follows:

Reasonable endeavours to contract with a Registered Provider

1. The Owner covenants with the Council to use reasonable endeavours to enter into a contract with a Registered Provider to sell the freehold interest in or grant a Long Leasehold Interest in the Shared Ownership Units to such Registered Provider.

Where the Owner contracts with a Registered Provider

2. The Owner covenants with the Council that (except with the written consent of the Council) the Owner shall not Occupy or cause or permit to be Occupied more than seventy-five (75) Market Units until the Owner has offered to sell to a Registered Provider the freehold interest or a Long Leasehold Interest in the Shared Ownership Units such offer to include the terms set out in paragraph 5 of this Schedule.
3. The Owner covenants with the Council that (except with the written consent of the Council) the Owner shall not Occupy or cause or permit to be Occupied more than one hundred and fifty (150) Market Units until:
 - 3.1 Practical Completion of the Shared Ownership Units has occurred; and
 - 3.2 the Owner has exchanged contracts with a Registered Provider for either the sale of the freehold interest or the grant of a Long Leasehold Interest in the Shared Ownership Units (to include the terms set out in paragraph 5 of this Schedule) which provides for such sale or grant to be completed not later than three months after Practical Completion of the Shared Ownership Units.
4. The Owner covenants with the Council to use reasonable endeavours to procure that the Shared Ownership Units are constructed in accordance with the Greater London Authority's Housing Design Guide (published at the date of this Deed) and the Code for Sustainable Homes Level 4 (published at the date of this Deed).
5. The contract of sale of the freehold interest or grant of a Long Leasehold Interest shall be prepared by the Owner's solicitors and shall contain inter alia the following terms:
 - 5.1 provision for the payment of an estate service charge;
 - 5.2 a grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights necessary for the beneficial enjoyment of the Shared Ownership Units as part of and consistent with the Development of the Land in accordance with the Planning Permission;
 - 5.3 a reservation to the Owner of all rights of access light air passage of services entry and other rights reasonably required and consistent with the beneficial use and enjoyment of the remainder of the Development; and

- 5.4 such other covenants as the Owner may reasonably require for the maintenance of the completed Development and the preservation of the appearance thereof but otherwise with no unduly onerous or unusual covenants which conflict with the nature of the use of the Shared Ownership Units for Affordable Housing.
6. The Owner covenants with the Council not to use or Occupy or cause or permit the Shared Ownership Units to be used or Occupied other than for Shared Ownership Housing.

Where the Owner is unable to contract with a Registered Provider

7. Where the Owner (after using reasonable endeavours to enter into a contract with a Registered Provider) is unable to secure a Registered Provider willing to enter into a contract to purchase the freehold interest or take a Long Leasehold Interest in the Shared Ownership Units then the Owner shall be entitled to apply to the Council to vary the obligations imposed on it under paragraphs 2–6 of this Schedule in the manner referred to below.

8. if the Owner (after supplying all documentary evidence and financial statements reasonably required by the Council) shall demonstrate to the reasonable satisfaction of the Council that it has been unable secure a Registered Provider willing to enter into a contract to purchase the freehold interest or take a Long Leasehold Interest in the Shared Ownership Units then the Owner and the Council shall each use reasonable endeavours to agree alternative arrangements (the "Alternative Arrangements") in respect of the Residential Units in Block E7 which may include:

8.1 a re-design of the internal layout of Block E7 to create additional shared ownership units for Eligible Households; and/or

8.2 a relaxation in the Eligible Household income thresholds to enable households with higher incomes to acquire Shared Ownership Units; and/or

8.3 the contribution of additional funding by the Council (whether independently or in association with either of the arrangements referred to in paragraphs 8.1 or 8.2 above);

Provided Always That such Alternative Arrangements shall not impose a cost on the Owner greater than the cost of the provision of twelve (12) Shared Ownership Units to a Registered Provider.

9. If within three months of the delivery of the documentary evidence and financial statements referred to in paragraph 8 the Council and the Owner have failed to agree the Alternative Arrangements then either the Owner or the Council may refer any difference or dispute between them for determination by the Valuer in the manner provided in clause 8.1.1.

10. Upon agreeing Alternative Arrangements (or the same being determined in the manner provided in clause 8.1.1) the Owner and the Council shall enter into such supplementary agreements as may necessary to give effect to such Alternative Arrangements which shall have effect by way of amendment to (or in substitution for) the provisions of paragraphs 2 – 6 of this Schedule.

SCHEDULE 6

HIGHWAY WORKS

1. The Owner covenants with the Council not to Occupy or cause or permit to be Occupied any Residential Unit until it has entered into the Highways Agreement with the Council.
2. The Council covenants with the Owner that if requested to do so by the Owner it shall enter into the Highways Agreement.

SCHEDULE 7

SITE WALKWAYS RIVERSIDE WALKWAY AND AMENITY AREAS

Site Walkways and Riverside Walkway

The Owner and the Council covenant with each other as follows:

1. The Owner covenants with the Council:
 - 1.1 To submit to the Council for its approval detailed specifications and drawings in respect of the Site Walkways and the Riverside Walkway in accordance with the requirements of the Planning Conditions and by such date as shall enable the Owner to comply with its obligation in paragraph 1.2 below.
 - 1.2 Prior to the Practical Completion of the Residential Units the Owner shall at its own cost and expense construct lay out and complete the Site Walkways and the Riverside Walkway in accordance with the detailed specifications and drawings of the Site Walkways and the Riverside Walkway approved by the Council pursuant to the requirements of the Planning Conditions.
 - 1.3 With effect from the Practical Completion of the Residential Units the Owner shall permit the public to enter onto and over the Site Walkways and the Riverside Walkway (on foot only) for the purpose of access to the river frontage of the Land Provided Always That the Owner shall be entitled to:
 - 1.3.1 close temporarily (for so long as is reasonably necessary) the whole or any part of the Site Walkways or the Riverside Walkway:
 - 1.3.1.1 for the purpose of carrying out works of development renewal alteration repair or maintenance; and
 - 1.3.1.2 on grounds of safety, for reasons of security, in case of emergency and/or for other reasons of good estate management; and
 - 1.3.2 exclude or restrict the public from using the Site Walkways at any time (and from time to time) in circumstances where the Owner is able to establish to the reasonable satisfaction of the Council that there is (or has been) disturbance and/or nuisance caused to residents on the Land (or any immediately adjoining land) by users of the Site Walkways and in the event of any disagreement between the Owner and the Council as to whether there has been any such disturbance and/or nuisance either the Owner or the Council may refer such disagreement for determination by the Surveyor in the manner provided in clause 8.1.3.
 - 1.4 The Owner acknowledges and agrees with the Council that if the Council shall secure the provision of a pedestrian walkway along the frontage of the River Thames across the immediately adjoining land:
 - 1.4.1 of the Anglers Public House to the north west of the Land which shall connect to the existing pedestrian bridge; and
 - 1.4.2 of the Lensbury Club to the east of the Land which shall connect to a public highway (or cross further adjacent land and then connect to a public highway)

then the Owner shall be entitled to permanently close to the public either that part of the Site Walkways shown coloured dark brown on Plan 2 or that part of the Site Walkways shown hatched light brown on Plan 2 (as the Owner shall elect by notice in writing to the Council) and with effect from the service of such written notice the provisions of paragraph 1.3 of this Schedule shall cease to have effect in relation to that part of the Site Walkways shown coloured dark brown on Plan 2 or that part of the Site Walkways shown hatched light brown on Plan 2 (as the case may be).

Amenity Areas

- 1.5 With effect from the Practical Completion of the Residential Units the Owner shall not prohibit or purport to prohibit the public from entering onto the Amenity Areas Provided Always That the Owner shall be entitled to:
- 1.5.1 close temporarily (for so long as is reasonably necessary) the whole or any part of the Amenity Areas:
- 1.5.1.1 for the purpose of carrying out works of development renewal alteration repair or maintenance; and
- 1.5.1.2 on grounds of safety, for reasons of security, in case of emergency and/or for other reasons of good estate management; and
- 1.5.2 exclude or restrict the public from using the Amenity Areas at any time (and from time to time) in circumstances where the Owner is able to establish to the reasonable satisfaction of the Council that there is (or has been) disturbance and/or nuisance caused to residents on the Land (or any immediately adjoining land) by users of the Amenity Areas and in the event of any disagreement between the Owner and the Council as to whether there has been any such disturbance and/or nuisance either the Owner or the Council may refer such disagreement for determination by the Surveyor in the manner provided in clause 8.1.3.

No dedication

- 1.6 The Council and the Owner hereby agree and declare that nothing in this Schedule or in the use made by the public of the Site Walkways and/or the Riverside Walkway and/or the Amenity Areas shall amount to an express or implied dedication by the Owner of the Site Walkways and/or the Riverside Walkway and/or the Amenity Areas as public highways footpaths footways walkways or other ways which shall have the status of a public highway or open space which shall have the status of public open space but that the same shall remain in the ownership of the Owner free of any such dedication but subject to the rights provisos restrictions and exceptions set out in paragraphs 1.3 and 1.5 of this Schedule.

SCHEDULE 8

OFFICE RELOCATION

The Owner and the Council hereby covenant with each other as follows:

- 1.1 The Owner covenants with the Council to use reasonable endeavours to enter into (or procure that HMG GroupCo shall enter into) a contract to acquire a freehold interest or a leasehold interest for a term certain (or remaining term certain) of not less than five years in a site (or sites) in the Council's administrative area (which may take the form of the use of an existing building or buildings) which is (or are) of sufficient area/size to accommodate the group headquarters of Haymarket Media Group (the "Richmond Site").
- 1.2 For the avoidance of doubt such contract may be conditional (including upon the grant of planning permission or upon the construction and/or fitting out of such building or buildings) and otherwise shall be on commercial terms which are reasonably acceptable to the Owner.
- 1.3 Notwithstanding but without prejudice to the Owner's obligations under this Schedule nothing in this Schedule shall prevent the Haymarket Media Group from relocating its group headquarters on a temporary basis (for a committed period of occupation of not more than five years) whether within or outside the London Borough of Richmond upon Thames.
- 1.4 The Owner covenants with the Council that subject to entering into a contract (as aforesaid) to acquire the Richmond Site the Owner shall (or procure that HMG GroupCo shall) prepare and submit to the Council within twenty six weeks of contracting to acquire the Richmond Site:
 - 1.4.1 (in the case of the intended construction of a new building or buildings) an application for planning permission for the construction of an office building (or buildings) on the Richmond Site, which are of a sufficient area/size to accommodate the group headquarters of Haymarket Media Group; or
 - 1.4.2 in the case of the proposed use of an existing building or buildings (except an existing building or buildings having an existing office use and not requiring the carrying out of refurbishment or other works or requiring only the carrying out of internal works not amounting to development) any necessary application for planning permission for the change of use/refurbishment of that building or buildings;and, following the submission of the same, shall use reasonable endeavours to secure the grant of such planning permission on terms reasonably acceptable to the Owner.
- 1.5 Subject to securing the grant of planning permission (if required) in respect of the Richmond Site (and after allowing for the expiry of the period allowed for challenging the grant of such planning permission by way of judicial review, and being satisfied that no challenge has been made) the Owner shall (or procure that HMG GroupCo shall) take such steps as are reasonably required and within its power to complete the acquisition of the Richmond Site (including securing that any conditional contract shall become unconditional on its terms).

- 1.6 Subject to completing the acquisition of the Richmond Site the Owner shall (except where the Richmond Site is an existing building or buildings not requiring the carrying out of refurbishment or other works) enter into (or procure that HMG GroupCo shall enter into) a building contract to procure the construction and completion (or refurbishment) of the building (or buildings) authorised by the planning permission and also procure that the same is (or are) first occupied by the Haymarket Media Group.
- 1.7 The Council and the Owner hereby agree that in the event that the Owner (or HMG GroupCo):
- 1.7.1 is unable to enter into a contract (as aforesaid) to acquire the Richmond Site within twenty four weeks of the grant of the Planning Permission; or
- 1.7.2 has contracted to acquire the Richmond Site, but (where it is required to do so by paragraph 1.4) is unable to secure planning permission within twenty weeks of the submission of a planning application to construct an office building or carry out works of refurbishment or other works on the Richmond Site; or
- 1.7.3 has contracted to acquire the Richmond Site, and (where it is required to do so by paragraph 1.4) has secured planning permission to construct an office building or carry out works of refurbishment or other works on the Richmond Site but has been unable to complete the acquisition of the Richmond Site (which is not due to any default by the Owner or (where such company has contracted to acquire this Richmond Site) HMG GroupCo) within eight weeks of the grant of such planning permission

then the Owner shall be released from its obligations under this Schedule.

SCHEDULE 9

FIRST CONDITIONAL AFFORDABLE HOUSING CONTRIBUTION

1. The Owner and the Council covenant with each other as follows:
 - 1.1 Subject to paragraph 2 of this Schedule, if on the date five years after the grant of the Planning Permission:
 - 1.1.1 the Owner shall not have acquired (or procured that HMG GroupCo shall have acquired) either of the legal interests (referred to in paragraph 1.1 of Schedule 8) in the Richmond Site; and;
 - 1.1.2 the Haymarket Media Group shall not be in occupation (which expression shall include for the purposes of construction and/or fitting out) of the Richmond Site as its group headquarters;

then the Owner shall pay to the Council the First Conditional Affordable Housing Contribution such payment to be paid on the date five years and six months after the grant of the Planning Permission.
 - 1.2 Subject to paragraph 2 of this Schedule, if at any time within five years after the grant of the Planning Permission:
 - 1.2.1 the Owner shall have acquired (or procured that HMG GroupCo shall have acquired) either of the legal interests (referred to in paragraph 1.1 of Schedule 8) in the Richmond Site and shall have provided evidence of such acquisition by way of copies of transfers and/or leases to the Council (but with any information as to price premium rent or other confidential information redacted); and;
 - 1.2.2 the Haymarket Media Group shall be in occupation of the Richmond Site as its group headquarters;

then the Owner shall be released forthwith from its obligation in paragraph 1.1 of this Schedule to pay to the Council the First Conditional Affordable Housing Contribution
2. If any person shall commence Legal Proceedings then for the words: "after the grant of Planning Permission" in sub-paragraphs 1.1, 1.1.2 and 1.2 above, there shall be substituted the words: "after the Final Determination of Proceedings".

SCHEDULE 10

TECH HUB

The Owner and the Council hereby covenant with each other as follows:

1. The Owner covenants with the Council to use reasonable endeavours to contract to purchase (or procure that HMG GroupCo shall contract to purchase) whether in part discharge of the Owner's obligations under Schedule 8 or otherwise a freehold or long leasehold interest in either of the following (the "Hub Site"):
 - 1.1 such part of RuTC's land at Egerton Road, Twickenham, including necessary rights in respect of access and services (the "RuTC Hub Site") which is of sufficient area to accommodate the construction of a tech hub facility (the "Tech Hub") in a form and of a specification consistent with and in such location as is indicated in the Outline Tech Hub Brief; or
 - 1.2 (in the event that the Owner is unable to enter into such a contract to purchase (or procure that HMG GroupCo shall contract to purchase) the RuTC Hub Site within twelve (12) weeks after the grant of the Planning Permission) such other site within the Council's area as the Owner (or HMG GroupCo) shall identify and RuTC shall approve (the "Alternative Hub Site") which site shall include all necessary rights in respect of access and services and shall otherwise be of sufficient area to accommodate the construction of a Tech Hub of reasonably comparable form and specification to that provided for in the Outline Tech Hub Brief;

which contract may be conditional upon the grant of the planning permission for the construction and use of the Tech Hub and otherwise on commercial terms including (without limitation) other pre-conditions which are reasonably acceptable to the Owner (or (where the same is contracting purchaser) HMG GroupCo.
2. Subject to entering into a contract (the "Hub Site Acquisition Contract") to purchase the Hub Site the Owner shall (or procure that HMG GroupCo or RuTC shall) prepare and submit to the Council within twenty six (26) weeks of the date of the Hub Site Acquisition Contract an application for planning permission (which may be in outline) for the construction of the Tech Hub on the Hub Site (and for the avoidance of doubt such application may include additional development on other land) and following the submission of the same shall use reasonable endeavours to secure the grant of such planning permission (the "Tech Hub Planning Permission") on terms reasonably acceptable to the Owner or (as the case may be) HMG GroupCo.
3. Subject to securing the grant of the Tech Hub Planning Permission (and after allowing for the expiry of the period allowed for challenging the grant of such planning permission by way of judicial review and being satisfied that no challenge has been made) the Owner or (as the case may be) HMG GroupCo shall take such steps as are reasonably required, and within its power, to complete the acquisition of the Hub Site (including securing that to the extent that the Hub Site Acquisition Contract is conditional such contract shall become unconditional on its terms).

4. The Owner shall additionally use reasonable endeavours to enter into (or procure that HMG GroupCo shall enter into) the following contracts namely:

4.1 a building contract (the "Tech Hub Construction Contract") to procure the construction at the Owner's or HMG GroupCo's own expense of the Tech Hub in a form and of a specification substantially in accordance with the Outline Tech Hub Brief; and

4.2 an agreement with RuTC allowing RuTC access to and use of the Tech Hub for the purpose of the education and enterprise objectives set out in Outline Tech Hub Brief in such manner as is consistent with and represents reasonable and practicable implementation of the educational and enterprise objectives contained in the Outline Tech Hub Brief

(together called the "Hub Contracts") subject always to such Hub Contracts being on commercial terms which are reasonably acceptable to the Owner or (where the same is the contracting party) HMG GroupCo.

5. The Council and the Owner hereby agree that in the event that:

5.1.1 the Owner (or HMG GroupCo) is unable to enter into the Hub Site Acquisition Contract within twenty four (24) weeks after the grant of the Planning Permission; or

5.1.2 the Owner (or HMG GroupCo) has entered into the Hub Site Acquisition Contract but is unable to secure the Tech Hub Planning Permission within thirty (30) weeks after the date of the validation of the submission of a planning application for the same or by 31 December 2015 whichever is the later (Provided Always That where the applicant for planning permission for the Tech Hub is required to submit additional environmental information (and advertise the submission of the same) pursuant to regulation 22 of The Town and Country Planning (Environmental Impact Assessment) Regulations 2011 the period of thirty (30) weeks and the date of 31 December shall each be extended by a period equal to the period allowed or specified in such advertisement for the receipt of representations in respect of such additional environmental information); or

5.1.3 the Owner (or HMG GroupCo) has entered into the Hub Site Acquisition Contract and has secured the Tech Hub Planning Permission but has been unable to complete its acquisition of the Hub Site (otherwise than due to any default by the Owner or (where such company has contracted to acquire the Hub Site) HMG GroupCo) within eight (8) weeks after the grant of Tech Hub Planning Permission;

then the Owner shall be released from its obligations under this Schedule.

SCHEDULE 11

SECOND CONDITIONAL AFFORDABLE HOUSING CONTRIBUTION

1. In this Schedule "Second Conditional Affordable Housing Contribution Trigger Date" means (subject to the proviso to this definition) the date five years after the grant of the Planning Permission or (if at such date the Owner or HMG GroupCo has completed the acquisition of the Hub Site and is under an obligation to RuTC to carry out the Hub Works) such later date as reflects a reasonable period for carrying out and completing the Hub Works and allowing for any delays to the carrying out of the Hub Works beyond the Owner's reasonable control provided always that if any person shall commence Legal Proceedings then this definition shall be read and construed as if the words "after the grant of the Planning Permission" in this paragraph 1 were substituted by the words "after the Final Determination of Proceedings"
2. The Owner and the Council covenant with each other as follows:
 - 2.1 If on the Second Conditional Affordable Housing Contribution Trigger Date:
 - 2.1.1 the Owner shall not have completed its acquisition of the Hub Site; and
 - 2.1.2 the Owner shall not have entered into the Hub Contracts; and
 - 2.1.3 the Hub Works have not been practically completed;then the Owner shall pay to the Council the Second Conditional Affordable Housing Contribution on the date six months after the Second Conditional Affordable Housing Trigger Date.
 - 2.2 If at any time prior to the Second Conditional Affordable Housing Contribution Trigger Date:
 - 2.2.1 the Owner shall have completed (or procured that another company in the Haymarket Group shall have completed) the acquisition of the Hub Site; and
 - 2.2.2 the Owner (or another company in the Haymarket Group) shall have entered into the Hub Contracts; and
 - 2.2.3 the Hub Works have been practically completedthen the Owner shall be released forthwith from its obligation to pay to the Council the Second Affordable Housing Contribution and the separate guarantee in this Deed giving security for the making of the Second Affordable Housing Contribution shall be similarly released.

SCHEDULE 12

PARKING PERMIT RESTRICTION

The Owner hereby covenants with the Council as follows:

1. Prior to disposing of to any person or allowing any person to Occupy any Residential Unit the Owner shall serve a notice notifying such person that (pursuant to the Council's policies) if Broom Road is designated as a CPZ within five years of the date of this Deed then that person shall not be entitled (unless he/she is or becomes entitled to be the holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted an on street parking permit to park a vehicle in any marked highway bay or other place within a CPZ 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
2. To ensure that a covenant is included in every transfer lease or licence of any Residential Unit to the effect that every such transferee or lessee shall covenant with the transferor or lessor not to apply to the Council for a residents parking permit in the circumstances referred to in paragraph 1 above.

SCHEDULE 13

LOCAL EMPLOYMENT

The Owner covenants with the Council that insofar as it is able to do so it shall target employment opportunities arising in connection with the Development towards local residents including;

- 1.1 adopting appropriate recruitment policies;
- 1.2 working with Job Centre Plus;
- 1.3 using reasonable endeavours to ensure (including working with local training providers) that 50% of jobs on the Land are filled by residents of the London Boroughs of Richmond upon Thames Hounslow Kingston upon Thames and Wandsworth and Elmbridge and Spelthorne District Councils (including 15% from the Council's area);
and
- 1.4 liaising with operators of employment generating uses on the Land to encourage them to work with Job Centre Plus local training providers and others to maximise local recruitment opportunities.

SCHEDULE 14

COUNCIL'S COVENANTS

1. USE OF CONTRIBUTIONS

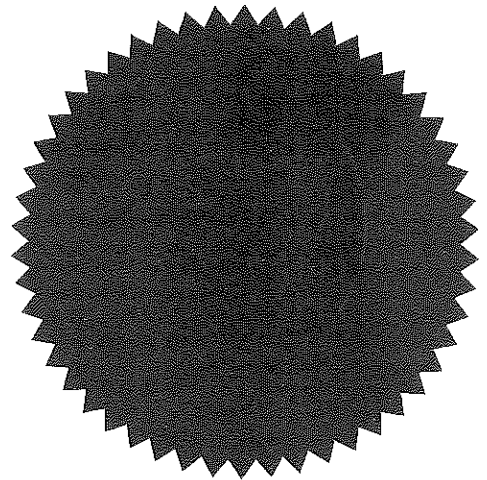
- 1.1 The Council covenants with the Owner that it will apply and appropriate the Contributions towards the provision of Affordable Housing within its administrative area.

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

C. M.

Authorised Officer

Seal Reg. No. *3100/03*

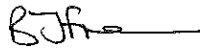


*Please also see
Plan*

EXECUTED as a DEED
by **HAYMARKET GROUP**
PROPERTIES LIMITED
acting by a director and its secretary
or two directors:



Director/Secretary

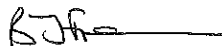


Director

EXECUTED as a DEED
by **HAYMARKET GROUP**
LIMITED
acting by a director and its secretary
or two directors:



Director/Secretary



Director

SIGNED as a DEED
by **JOSS BRUSHFIELD**
as attorney for **THE ROYAL BANK**
OF SCOTLAND PLC
in the presence of:



Signature of witness



Name **DAVID LAURENCE**

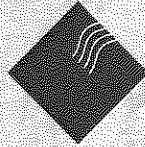
Address **280 BISHOPSGATE, LONDON**

*Please also sign
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haymarket

working with



Richmond upon Thames College

Providing a State-of-the-Art Tech Hub

REEC – Egerton Road



Introductory Statement for the Proposed New Tech Hub

October 2014

tp bennett



An aerial, black and white photograph of a city street grid. A large, modern building with a flat roof is prominent in the lower-left quadrant. The streets are lined with trees and smaller buildings. The overall scene is a dense urban environment.

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2.0. Outline Schedule of Accommodation	4
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Outline Schedule of Accommodation	

1.0. Introduction ... What is the Tech Hub?

2

The Haymarket "Tech Hub" is an innovative workspace that aims to further collaboration across education and enterprise in the creative and media sectors. Haymarket's creative and digital experts will operate from The Tech Hub which will also see the media company share its expertise with campus students through careers forums, lectures and mentoring, from Richmond Upon Thames Technical College (RuTC) and the proposed free school, Richmond Upon Thames Free School Trust (RFST). The Tech Hub will also include a new media incubator that will provide equity investment and seed funding from Haymarket to bright young media entrepreneurs and startup, together with access to state-of-the-art facilities and mentoring from the company's experts. Haymarket are committed to investing £5m in the land purchase, construction and fit out, professional fees, as well as broader contributions to costs of the REEC (Richmond Education and Enterprise Campus) planning process. It is anticipated that the Tech Hub will be built and operational from late 2017/early 2018.

Campus students will benefit from the state-of-the-art facilities including digital labs, studios, video editing suite and gallery space.

The Tech Hub will see Haymarket benefit from a deeper talent pool of education and entrepreneurial young people and insight from the next generation of Haymarket audiences and clients.

1.1. Digital Labs

Haymarket's digital labs will specialise in engaging audiences by designing and building across desktop, tablet and smartphones. A number of Haymarket's digital experts will operate from the digital labs. In addition, through the Haymarket Skills Academy, Haymarket's digital labs will provide young people with the opportunity to get hands-on experience while developing the skills' required to launch their careers in today's digital world.

1.2. Studios

Haymarket's state-of-the-art-studios cater for all forms of set-up photography from multiple car shoots to portraiture. The main studio will include an infinity area, articulated lorry entrance, 2-ton car turntable, scissor lift for height shots and tungsten lighting. The main studio will be 285 square metres with double height, with two additional studios at 100 square metres and 16 square metres.

1.3. Digital Media Suite

Haymarket's digital media suite is a facility for video and audio editing work and includes acoustically treated editing booths for post-production finalisation and playback work.

1.4. Consumer Electronics

The consumer electronics acoustic listening room allows Haymarket's market-leading consumer electronics brands to test the very latest products such as home cinema equipment such as AV amplifiers, Blu-ray players, speaker packages and projectors, and desktop audio, sound bars and smaller wireless speakers before they go to market.

1.5. Photographic Agency & Archive

With the latest Technology in digital imaging and editing, LAT photographic agency and archive covers all photographic needs for media and marketing. LAT works with more than 20 award-winning photographers worldwide to guarantee the best coverage of global motorsport action, lifestyle and reportage. The archive houses a visual history of photography from the last 115 years with over 12 million colour images and back and white negatives dating back to 1895. The archive will occupy a footprint of 150 square metres. Other services offered by LAT include top quality traditional black and white hand print production and a full digital service, including image retouching, high resolution scanning and large format printing.

1.6. Gallery Space

The gallery is a public exhibition space where creative and digital groups from RuTC and RFST can showcase their best design and photographic work.

1.7. Media Incubator

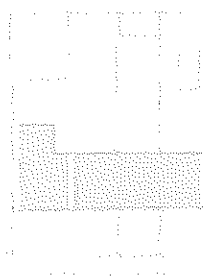
The media incubator will see the brightest young media entrepreneurs and Tech startups benefit from seed funding and equity investment from Haymarket.

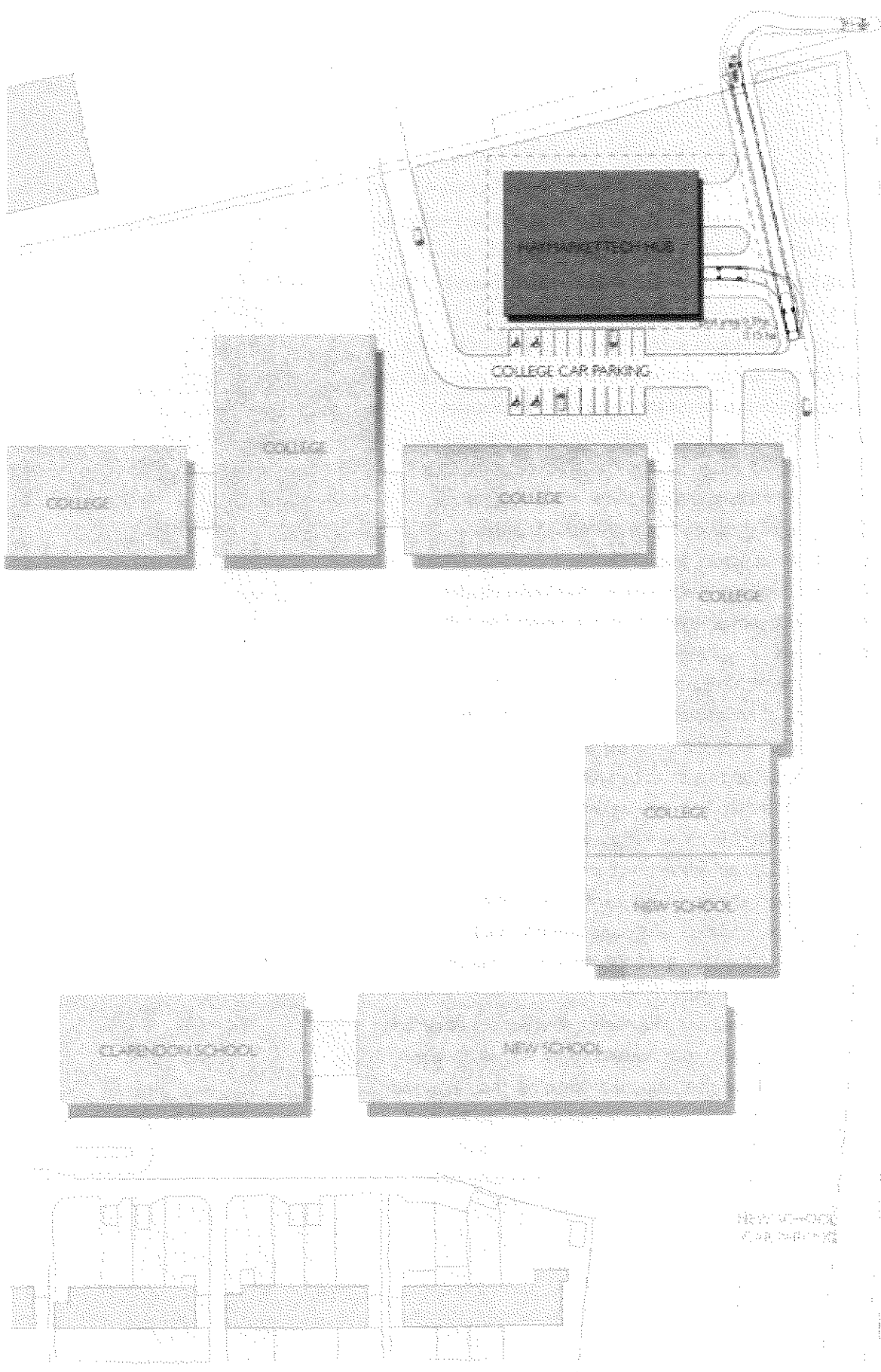
2.0. Outline Schedule of Accommodation

4

- 2.1. The accommodation shall generally be as described in the attached schedule reference A10785/151014.
- 2.2. The accommodation shall generally be laid out as shown on the attached drawings A10785A1100 and A10785A1101
- 2.3. The building to which this outline Schedule of Accommodation refers shall be generally located in the north west corner of the RuTC redevelopment as shown on drawing A10785A1001

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3.0. Outline Specification

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3.1. General

- 3.1.1. The building shall generally comprise a two storey steel framed structure of portal frame construction at a pitch of 6° to form a weather proof envelope of circa 36.5m x 26.5m made up of 6 No. portal frames of the propped portal form.
- 3.1.2. The height of the portal at the edges shall be generally 6.675m and the internal space shall consist of 2 No. full height studio spaces and ancillary accommodation formed over two levels by means of a mezzanine.
- 3.1.3. The building shall be fully DDA compliant with flush entry, adjacent car parking spaces including blue badge bays and a DDA complaint lift and lifetime home standard stair linking the two levels of the mezzanine.
- 3.1.4. The frame shall be raised off mass concrete or similar foundations complete with an insulated concrete ground bearing main slab, capable of taking heavy vehicles in the 2 No. studio spaces; the larger of which will be complete with an automatic turntable able to take a vehicle, and the extra live load of the archive unit.
- 3.1.5. The frame will be fire protected to 2 hour rating.
- 3.1.6. The envelope will consist of an insulated steel profiled sheet roofing system and internal 500mm edge gutters behind a parapet that shall rise to 300mm above the ridge. The roof shall be provided with a permanent man safe system and roof hatch. The external walls will comprise a metallic insulated panel system such as Kingspan and all visible metal panels, sheeting, etc. shall be polyester powder coated or similar down to a point generally 3150mm above ground level or else as shown on the drawings. A facing brick insulated cavity and internal block skin will generally run from the ground to the said 3150mm level or the point at which the insulated panels commence.
- 3.1.7. The lower masonry walls shall generally have a plasterboard internal finish with a skim coat and skirting. The upper insulated panels shall have a proprietary make up again with a plasterboard finish, other than in the two studio spaces which will feature blockwork to eaves level to be finished in masonry paint. The large up and over metal doors to each studio shall be insulated heavy performance p.p.c. metal internally and externally complete with personnel pass door.

3.2. Mezzanine & Studio Floors

- 3.2.1. The mezzanine floor will comprise a concrete floor slab complete with a 150mm raised floor and a 75mm acoustically insulated soffit finished in skimmed and decorated plasterboard or a proprietary ceiling tile. In offices, incubator areas, photographic studio and meeting room, the raised floor shall be of the access flooring type, whereas in all other areas the flooring shall be of a standard raised floor type.

3.3. Mezzanine & Studio Ceilings

- 3.3.1. These ceilings shall comprise an insulated suspended ceiling tile off the profiled metal roof deck such that rainfall drumming is eliminated.

3.4. Ground Floor

- 3.4.1. The floor finishes shall be generally be as described under 3.3. other than in the studios which shall be oversite slab with thin bed self levelling self coloured thin bed screed. The oversite shall be laid on a full insulation on a dpm tied into traditional wall dpcs. The studio floors shall be flush with the raised floors and flush with the vehicular cross overs to the roller shutter doors.

3.5. Ground Floor Ceilings

- 3.5.1. These shall be skimmed plasterboard or proprietary ceiling tile complete with acoustic insulation set 75mm off the concrete mezzanine soffit as described in 3.2.1.

3.6. Windows & Internal Glazed Partitions

- 3.6.1. These shall generally be double glazed high performance thermally broken factory coloured aluminium tilt and turn where opening complete with trickle vents and be in clear glazing to appropriate safety standard. Internal glazed partitions shall be from 900mm above ffl unless otherwise stated. Any full height glazing shall be to appropriate safety standard and be manifestation marked. Windows shall have S.W. internal cills nom. 150mm x 19mm with bull nose to room side

3.7. Internal Doors

- 3.7.1. All internal doors shall be flush, solid core of appropriate fire resistance and be provided as certificated door sets, supplied primed for on site final decoration.

3.8. Ironmongery

- 3.8.1. All ironmongery shall be to a separate schedule and main handles shall be brushed stainless steel locks and master keying hierarchy will be standard including electronic security systems.

3.9. FF&E

- 3.9.1. All habitable room windows will be fitted with roller blind internally.
- 3.9.2. All raised floor/access floor systems will be fitted with carpet tile in all rooms and sealed timber panel to circulation areas. Staircases shall be timber tread open riser with proprietary nosing, balustrades and handrails in matching timber with glass panel inserts. WC floors shall be finished in vinyl sheet with metal door trim to all changes of floor finish effected under door leafs.
- 3.9.3. All skirtings shall be nominal 94 x 19mm primed S.W. ready for final decoration on site.
- 3.9.4. A fire and burglary alarm system shall be standard and a CCTV system provided to detail.
- 3.9.5. All kitchen fittings, reception desk, archive racking and general store shelving shall be installed as set out in the separate FFE schedule.
- 3.9.6. All areas will be decorated to separate decoration schedules.
- 3.9.7. All light fittings will be to separate lighting schedules.

3.10. Services

- 3.10.1. All services shall be concealed; switches and socket outlets shall be flush, other than in the studios where they will be surface mounted or suspended.
- 3.10.2. All sanitary ware will be white to separate schedule.
- 3.10.3. A BREEAM Very Good Standard shall be provided.
- 3.10.4. RWPS shall be internal, insulated and encased.

3.11. Externals

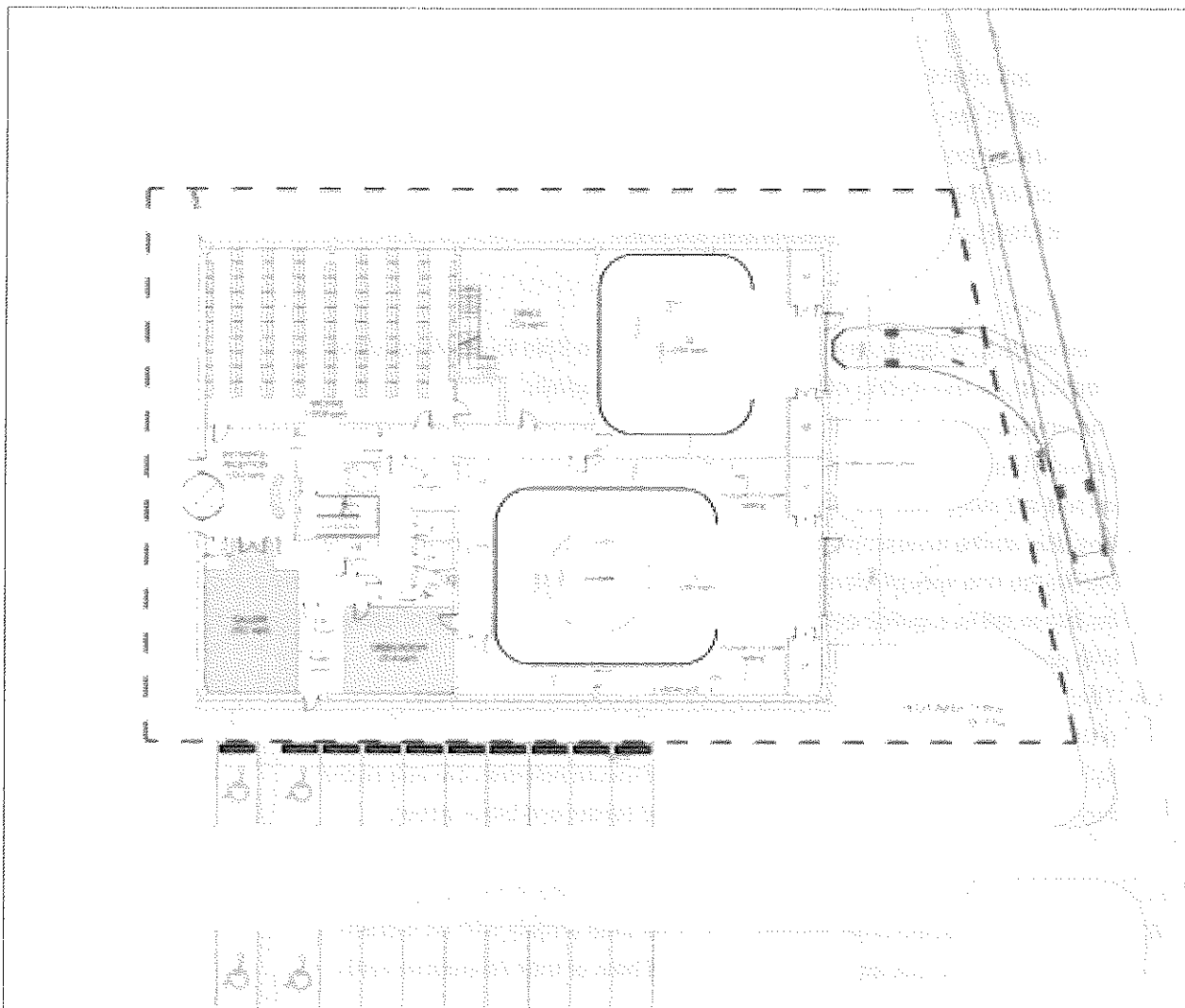
- 3.11.1. Incoming and outgoing services will connect to and from the main services infrastructure distribution of the RuTC campus generally.
- 3.11.2. The entrance forecourt will be provided by RuTC as part of the seamless forecourt concept envisaged for the college campus as a whole, and shall be to a fall away from the Tech Hub.
- 3.11.3. The rear studio access cross over shall be tarmacadam and be provided as part of the one way service road to the north of the development and shall be laid to fall to a gulley away from the building, flush at the point of entry with continuous drainage channel across the doorways.
- 3.11.4. The perimeter edge of the envelope shall be a 600mm pea pebble gravel surround giving onto soft grass landscape of RuTC or other soft landscaped Rutc as may be agreed. The peninsula between the two studio rear access cross overs shall be a flush hard landscape block paver.

3.12. Standards, Codes, Building Regulations & Workmanship

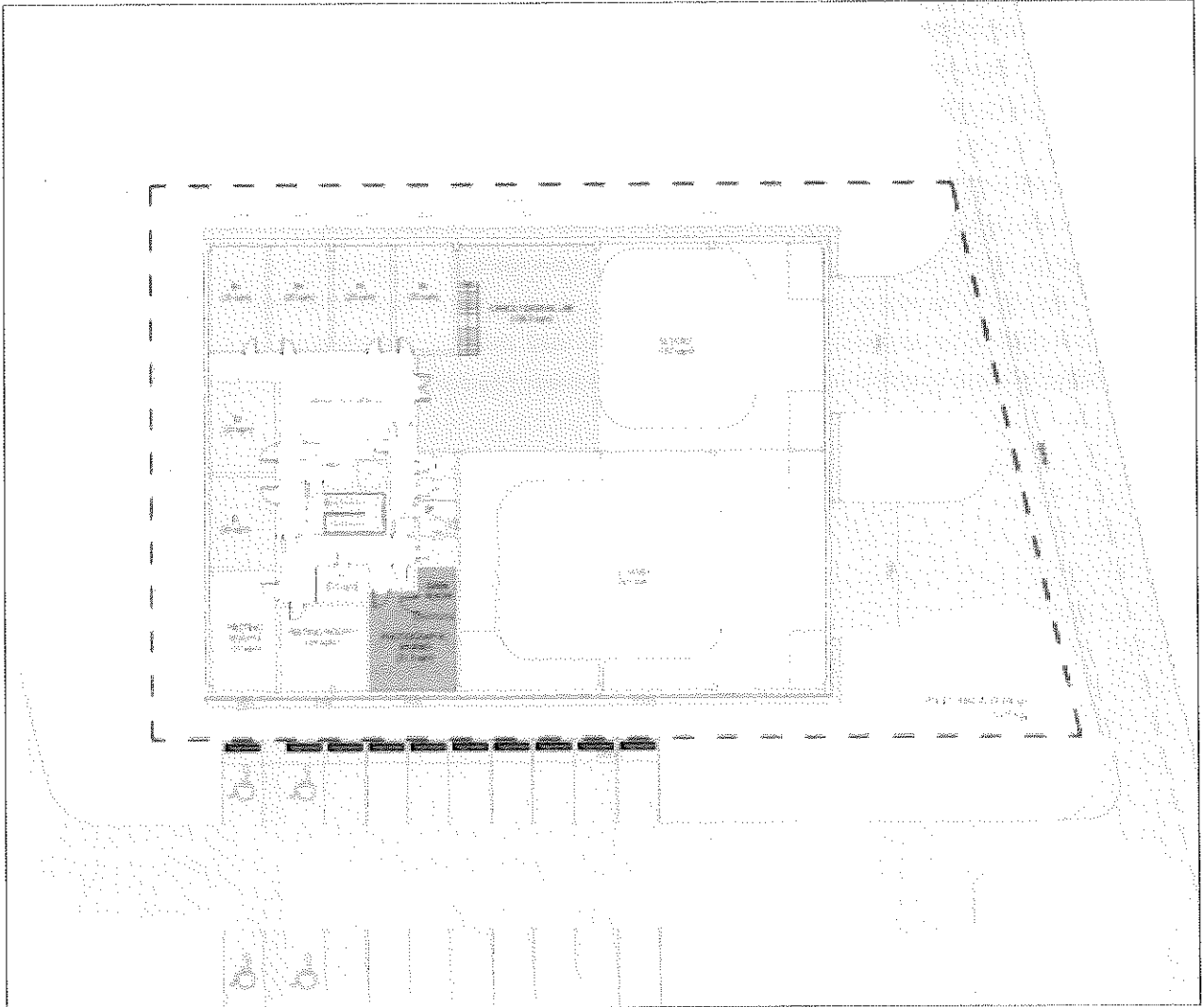
- 3.12.1 All materials, components and workmanship shall comply with all industry exemplary standards and be the recognised best of their respective kinds.

Emerging Plans

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Ground Floor Plan

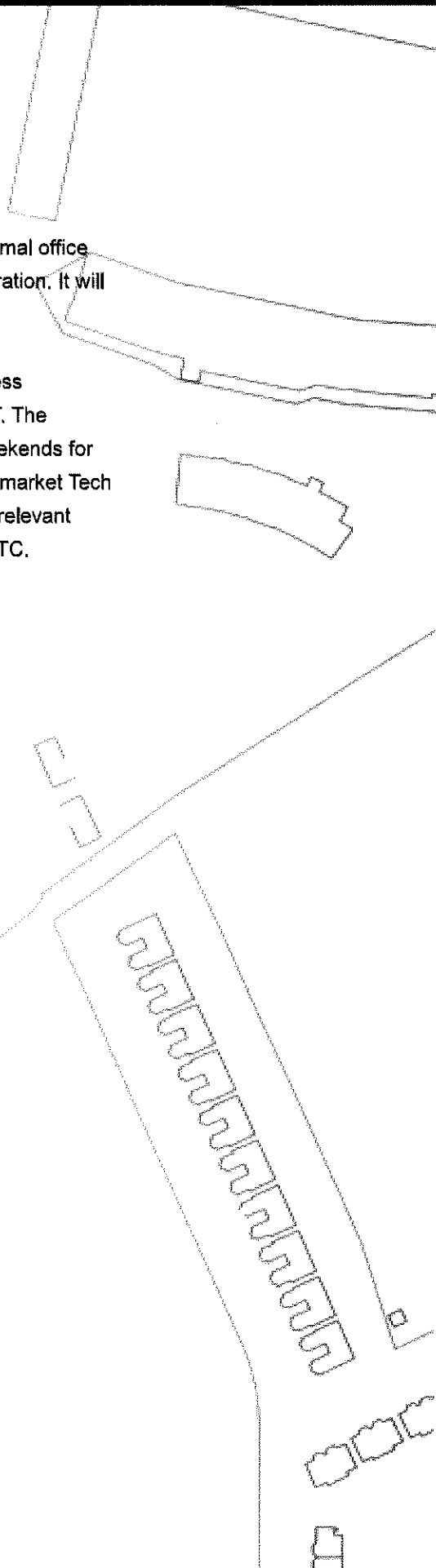


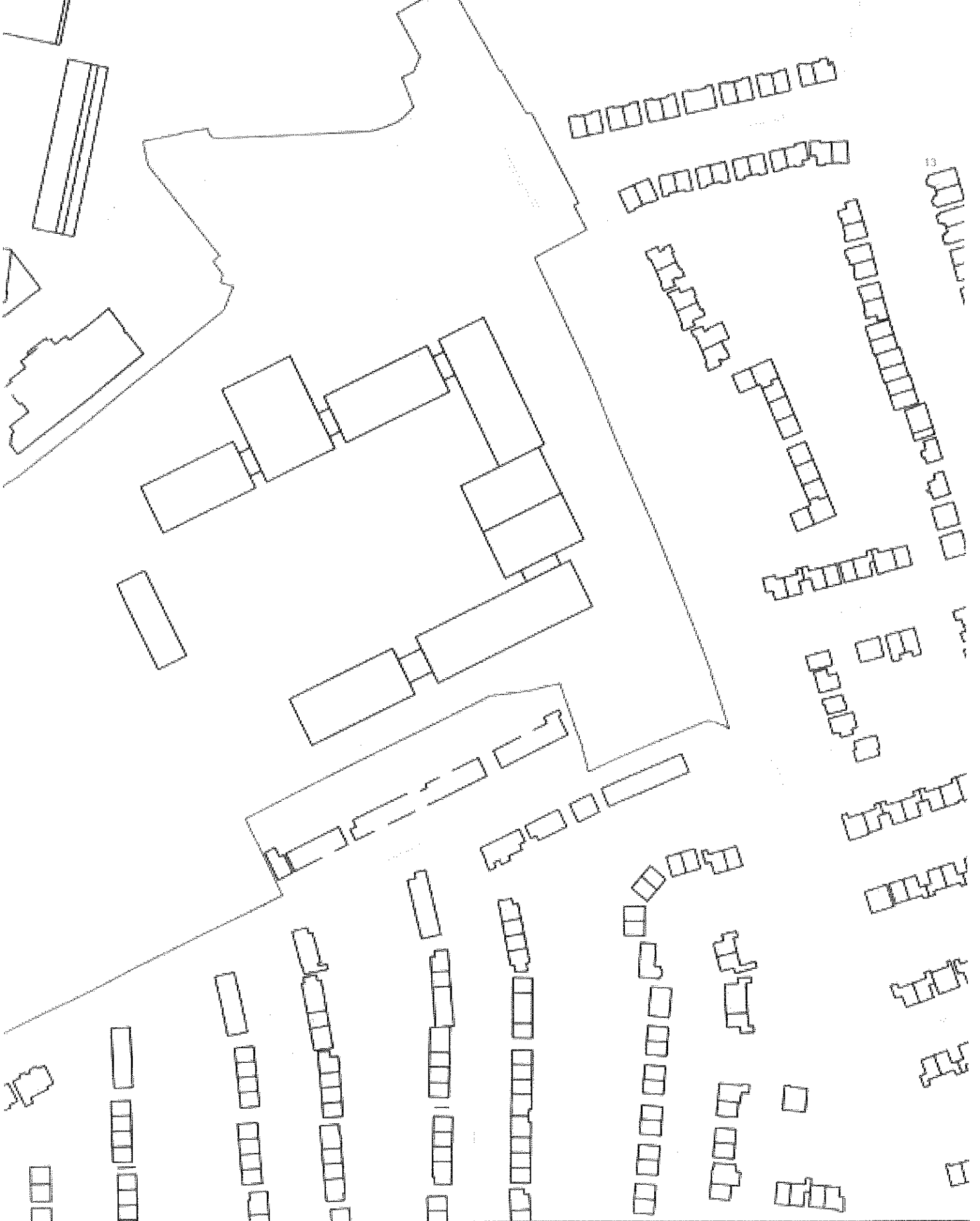
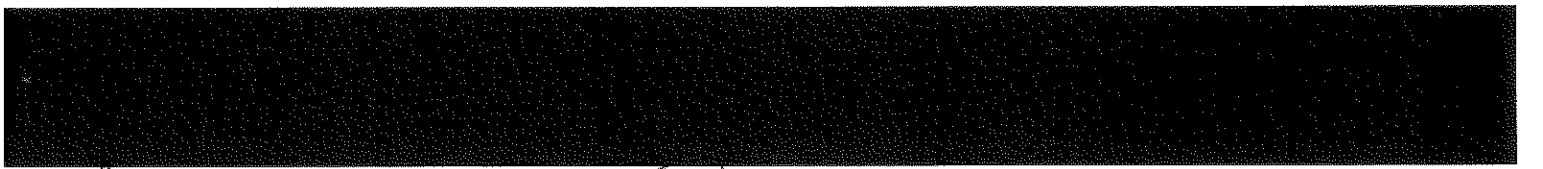
First Floor Plan

4.0. Operation

12

- 4.1. HMG will own, manage and operate the Haymarket Tech Hub during normal office hours (from 8am to 6pm Mon – Fri) and at its cost, as a commercial operation. It will be available for use by the students of both RuTC and RFST.
- 4.2. This overall programme of availability will be co-ordinated under an Access Agreement (to be agreed in due course) between HMG and RuTC/RFST. The Haymarket Tech Hub will be available for use in the evenings and on weekends for RuTC and RFST as well as the local community; during this use the Haymarket Tech Hub will need to be operated and managed by RuTC staff, following the relevant management and operational procedures agreed between HMG and RuTC.



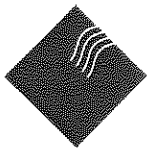




Above: Approach to the 'Tech Hub' location as it is today

haymarket

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Richmond upon Thames College

Appendix

Tech Hub

Outline Schedule of Accommodation

Tech Hub – Outline Schedule of Accommodation

15

Room Name	Area		Comments
	sq m	sq ft	
Entrance/Reception	33.2	357.4	Access via large revolving door able to take wheelchair, complete with escape doors, large glass entrance screen full height with external glass canopy, waiting area; pass gates lighting power, switchboard telecom.
Archive	150.8	1623.2	High security; restricted accountable access, humidity control, no natural light, artificial light, power, means of escape, in-use signage, 3.0m approx. high. Solid floor. CCTV.
Gallery	42.1	453.2	Exhibition display space; lighting track, glazed screen to entrance, high level glazing predominantly. 150mm raised floor; lighting and power, heating, cooling 3.0m floor to ceiling.
Office	72.6	781.5	Heating, cooling, light and power, natural vent. Stairs to first floor 150 raised floor 3.0m approx.
Green Room	31.6	340.1	A general purpose waiting and relaxation area come common room; small mini kitchen unit for hot/cold drinks with refrigerator and water dispenser. Heating, cooling, light and power, glazing, carpeted. Direct link to studios.
Changing Room 1	5.0	53.8	Vanitory unit, mirror, carpeted, hanging rail, drawer/cupboard units with knee space. Light heat and coolth, blind box with o/n and mirror lighting.
Changing Room 2	5.3	57.0	As above.
Kitchen	6.9	74.3	Open plan kitchen worktops with under store and overhead wall hung units, sink, light and power.
Disable Toilet	3.9	42.0	Part M compliant. Light and heat, blind box.
Female Toilet	3.5	37.7	WC, shower, basin, light and heat, blindbox.
Male Toilet	3.5	37.7	As above.
Studio 1	283.7	3053.7	High security, double height space with secondary secure storage units built in. Acoustic ceiling lining, light, heat and power, specialist loose/lighting storage areas hard standing, turntable flush with floor finish: additional floor sockets, high security roller shutter with pass door. Two banks of H.D. racking n.4 shelves to each 900mm deep, complete with sliding ladder to floor track. H.D. floor loadings 3 tonnes from "Go-Jack Skates". 3 meters long kitchen unit. Cove floor standing stage set complete with 300mm x 300mm aperture at high level on west side.
Studio 2	152.2	1638.3	Generally as above but no turntable.

GROUND FLOOR

Room Name	Area		Comments
	sq m	sq ft	
Incubator Cub I1	20.0	215.3	150 raised floor, light, heat and power, glazing, acoustic isolation. Unit No. to outside corridor, observation panel in door. Suspended ceiling.
I2	20.0	215.3	As above.
I3	20.0	215.3	As above.
I4	20.0	215.3	As above.
I5	20.0	215.3	As above.
I6	20.0	215.3	As above.
Meeting Room 1	24.0	258.3	150 raised floor, light, heat, power, suspended ceiling, large format I.T. screen, glazing.
Meeting Room 2	27.0	290.6	As above.
Photographic Studio	31.3	336.9	Lobbied entrance with warning light/display, blind box, 150 raised floor, light, heat.
Office / Digital Lab	106.3	1144.2	As office below. Suspended ceiling.
Kitchen	5.9	63.5	As elsewhere but suspended ceiling.
Disabled Toilet	3.9	42.0	As elsewhere but suspended ceiling.
Female Toilet	2.7	29.1	As elsewhere but suspended ceiling.
Male Toilet	2.7	29.1	As above.
Unisex Toilet	3.2	34.4	As above.
Cleaning Room	3.2	34.4	Cleaners sink, suspended ceiling.
Break Out Space	13.1	141.0	

FIRST FLOOR

tp bennett

October 2014

tp bennett

architecture
interiors
planning

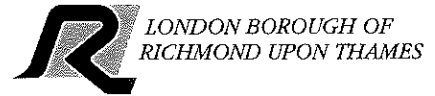
One America Street
London SE1 0NE UK
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www.tpbennett.com

A10785GR000|PI

DRAFT DECISION NOTICE

Environment Directorate



PLANNING

Civic Centre, 44 York Street, Twickenham TW1 3BZ
tel: 020 8891 7300 text phone 020 8891 7120
fax: 020 8891 7789
email: envprotection@richmond.gov.uk
website: www.richmond.gov.uk

TOWN AND COUNTRY PLANNING ACT 1990: DECISION NOTICE

Mr K Goodwin
CgMs Ltd
140 London Wall
London
EC2Y 5DN

Please contact: Planning Support

Please telephone: 020 8891 1411

Your ref:

Our ref: DC/ANL/14/0914/FUL/FUL

Letter Printed:

Dear Sir/Madam

Applicant: Haymarket Media

Agent: Mr K Goodwin

WHEREAS in accordance with the provisions of the Town and Country Planning Act 1990 and the orders made thereunder, you have made an application received on **7 March 2014** and illustrated by plans for the permission of the Local Planning Authority to develop land situated at:

Teddington Studios, Broom Road, Teddington, TW11 9NT.

for

Demolition of the existing buildings with the exception of Weir Cottage. Erection of part four/part five/part six/part seven storey building to provide 213 flats. Erection of 6 three storey houses to Broom Road frontage. Use of Weir Cottage for residential purposes. Provision of 258 car parking spaces at basement and ground level. Closure of existing access and provision of two new access from Broom Road, provision of publicly accessible riverside walk together with cycle parking and landscaping.

NOW THEREFORE WE THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES acting by the Council of the said Borough, the Local Planning Authority HEREBY GIVE YOU NOTICE pursuant to the said Act and the Orders made thereunder that permission to develop the said land in accordance with the said application is hereby **GRANTED** subject to the conditions and informatives summarised and listed on the attached schedule:-

Yours faithfully

Robert Angus
Development Control Manager

APPLICANT NAME Haymarket Media C/o Agent	AGENT NAME Mr K Goodwin 140 London Wall London EC2Y 5DN
---	--

SITE:

Teddington Studios, Broom Road, Teddington, TW11 9NT.

PROPOSAL:

Demolition of the existing buildings with the exception of Weir Cottage. Erection of part four/part five/part six/part seven storey building to provide 213 flats. Erection of 6 three storey houses to Broom Road frontage. Use of Weir Cottage for residential purposes. Provision of 258 car parking spaces at basement and ground level. Closure of existing access and provision of two new access from Broom Road, provision of publicly accessible riverside walk together with cycle parking and landscaping.

SUMMARY OF CONDITIONS AND INFORMATIVES

CONDITIONS:

DV27A Recycling - Details required	U77733NS20 - Tree Planting Scheme
DS03 Parking - People with disabilities	U77734NS21 - Hard and Soft Landscaping
DV42 Details of foundations - piling etc	U77735NS22 - Landscape management (Large Schem
DV17A Dustbin enclosure required	U77743NS30 - Tidal Walls
DV44A Code for Sustainable Homes - New Build~	U77737NS24 - Wheelchair Housing
U77712DV48 - Approved drawings	U77738NS25 - Sustainable Technology
PK03A Load/ unload/turn facilities	U77739NS26 - CHP
PK06A Cycle parking	U77740NS27 - CHP Emission Levels
GD03A Restriction-Alterations-Protect	U77741NS28 - Flood Emergency Plan
GD10A Restrict outbuilds-Appear/amenity	U77742NS29 - Secure by Design
DV10 No structure-roof/face of building	U77744NS31 - Finished Floor Levels
U77715NS01 - Archaeology	U77748NS32 - Realignment of Existing Defence
U77716NS02 - River Thames - Protection During	U77749NS33 - Flows Path onto the Site
U77717NS03 - Bats	U77750NS34 - Flood Compensation
U77718NS04 - Arboricultural Method Statement	U77751NS35 - Flood Voids Opening
U77719NS05 - Demolition	U77752NS36 - Flood Voids Under Proposed Build
U77720NS06 - Construction Method Statement	U77753NS37 - Loss of Flood Storage
U77721NS07 - Piling	U77754NS38 - Surface Water Drainage
U77722NS08 - Strict Accordance with Plan	U77755NS39 - Noise Mitigation
U77723NS09 - External Surface	U77756NS40 - Car Club
U77724NS11 - Hardsurfacing and Sus. Drain	U77757NS41 - Electrical Charging Point
U77725NS12 - Boundary Treatment	DV47 Lifetimes Homes
U77726NS13 - New Junction	DV29E Potentially Contaminated Sites
U77727NS14 - Gradients	AT01 Development begun within 3 years
U77728NS15 - Travel Plan	BD12 Details - Materials to be approved
U77729NS16 - Delivery and Servicing Plan	DV30 Refuse storage
U77730NS17 - External Lighting	
U77731NS18 - Ecology Mitigation and Enhancemen	
U77732NS19 - Green Roof	

INFORMATIVES:

IM13 Street numbering	U85171NI07 - Tidal Flood Defences
U85156 Composite Informative	U85172NI08 - Walls and Fences
IL24 CIL liable	U85173NI09 - Burning
IL13 Section 106 agreement	U85174NI10 - Construction Method Statement
IE06 Details of piling-EHO consultation	U85176NI11 - Dust Strategy
IL04 Accurate drawings	U85178NI12 - Archaeology
IH02A Refuse storage and collection	U85179NI13 - Delivering and Servicing
U85165NI01 - Highway Condition Survey	U85180NI14 - Bats
U85166NI02 - Surface Water	U85181NI15 - Flow Path
U85167NI03 - Ground Water	U85185NI16 - Flood Voids
U85168NI04 - Protection to Property	U85186NI17 - Surface Water Drainage
U85169NI05 - Water Comments	U85190NI18 - Sustainable Design
U85170NI06 - Piling	U85164NPPF APPROVAL - Para. 186 and 187

DETAILED CONDITIONS

DV27A Recycling - Details required

Recycling facilities shall be provided as part of the development hereby approved in accordance with detailed drawings to be submitted to and approved in writing by the Local Planning Authority, such drawings to show position, size, design, materials, finishes and signage thereof.

REASON: To accord with this Council's policy to encourage the recycling of appropriate waste products.

DS03 Parking - People with disabilities

Provision of designated drop off points and parking for people with disabilities shall be made in accordance with detailed drawings to be submitted to and approved in writing by the Local Planning Authority, such drawings to show size, position, surface treatment and method of delineation and signing of such spaces, and these spaces shall at no time be used for any other purpose.

REASON: To ensure the provision of as satisfactory and convenient form of development for people with disabilities.

DV42 Details of foundations - piling etc

No material start shall take place on the development hereby approved until written notice of the intention to commence work has been sent to the Development Control department of the Council. Such notice shall be sent to that department not less than 21 days prior to a material start on the development and shall give details of the intended method of constructing the foundations, including method and equipment for piling, if applicable. (See informative IE06 on this notice which gives advice on foundation construction that minimises nuisance to neighbours).

Reason: To ensure that the local planning authority has sufficient notice of the commencement of work and the methods of foundation construction to enable measures to be taken, if appropriate, to protect the amenities of neighbouring occupiers

DV17A Dustbin enclosure required

None of the buildings hereby approved shall be occupied until a dustbin enclosure has been provided in accordance with detailed drawings to be submitted to and approved in writing by the Local Planning Authority, such drawings to show the siting and design thereof.

REASON: To safeguard the appearance of the property and the amenities of the area.

DV44A Code for Sustainable Homes - New Build~

The dwelling(s) hereby approved shall achieve a Code Level in accordance with the terms of the application & requirements of the Code for Sustainable Homes: Technical Guide (or such national measure of sustainability for house design that replaces that scheme).

REASON: in the interests of promoting sustainable forms of developments and to meet the terms of the application.

U77712DV48 - Approved drawings

The development hereby permitted shall be carried out in accordance with the following approved plans and documents, where applicable, ref: A9991-D-001 P1, A9991-D-002 P5, A9991-D-003 P6, A9991-D-0099 P5, A9991-D-0100 P6, A9991-D-0101 P5, A9991-D-0102 P4, A9991-D-0103 P4, A9991-D-0104 P4, A9991-D-0105 P4, A9991-D-0106 P4, A9991-D-0107 P4, A9991-D-0500 P5, A9991-D-0501 P4, A9991-D-0200 P3, A9991-D-0201 P4, A9991-D-0202 P4, A9991-D-0203 P5, A9991-D-0204 P3, A9991-D-0205 P2, A9991-D-0206 P2, A9991-D-0207 P2, A9991-D-0208 P2, A9991-D-0210 P3, A9991-D-0211 P3, A9991-D-0212 P2, A9991-D-0213 P2, A9991-D-0300 P3, A9991-D-0301 P3, A9991-D-0302 P1, A9991-F-0200 P1, A9991-F-0201 P1, 2459-TS-01, 2459-LA-01 P4, 2459-LA-02 P3 and 2459-LA-07 P2 received on the 25 September 2014.

REASON: To accord with the terms of the application, for the avoidance of doubt and in the interests of proper planning.

PK03A Load/ unload/turn facilities

No building/dwelling/part of the development shall be occupied until facilities clear of the highway have been provided as part of the development hereby approved for the loading/unloading/turning of vehicles in accordance with detailed drawings to be submitted to and approved in writing by the Local Planning

Authority; such drawings to show means of access, size, siting and surface treatment, and the areas so provided shall at no time be used for any other purpose.

REASON: To ensure that the proposed development does not prejudice the free flow of traffic, the conditions of general safety along the neighbouring highway or the amenities of the area.

PK06A Cycle parking

No building/dwelling/part of the development shall be occupied until cycle parking facilities have been provided in accordance with detailed drawings to be submitted to and approved in writing by the Local Planning Authority, such drawings to show the position, design, materials and finishes thereof.

REASON: To accord with this Council's policy to discourage the use of the car wherever possible.

GD03A Restriction-Alterations-Protect

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking or re-enacting that Order) no external alterations or extensions shall be carried out to the building(s) hereby approved.

REASON: To safeguard the amenities of the occupiers of adjoining property.

GD10A Restrict outbuilds-Appear/amenity

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking or re-enacting that Order) no building, enclosure or swimming pool falling within Part 1, Class E, shall be erected on any part of the land.

REASON: To safeguard the amenities of the adjoining occupiers and the area generally.

DV10 No structure-roof/face of building

No building, structure, plant or other apparatus shall be erected, placed or fixed to any part of the roof or the external faces of the building.

REASON: To safeguard the appearance of the premises and the locality in general.

U77715NS01 - Archaeology

Prior to commencement of development a programme of archaeological work in accordance with a Written Scheme of Investigation that has been submitted to and approved in writing by the local planning authority. The scheme shall include an assessment of the significance and research questions and:

- a) The programme and methodology of site investigation and recording
- b) The programme of post investigation assessment
- c) Provision to be made for the analysis of the site investigation and recording
- d) Provision to be made for publication and dissemination of the analysis and records of the site investigation
- e) Provision to be made for archive deposition of the analysis and records of the site investigation
- f) Nomination of a competent person/persons/organisation to undertake works set out within the Written Scheme of Investigation
- g) No development or demolition shall take place other than in accordance with the Written Scheme of Investigation approved

The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved and the provisions made for analysis, publication, dissemination of the results, and have been delivered for archive deposition.

REASON: To safeguard archaeological interest

U77716NS02 - River Thames - Protection During

No equipment, machinery or materials are to be brought on the site for the purpose of the development until the southern bank to the River Thames has been protected by a suitable means of enclosure in accordance with details to be submitted to and approved in writing by the local planning authority. No construction equipment, construction cabins or materials shall be stored within 8m of the bank of the River Thames

REASON: To protect the integrity of the river bank and provide a suitable ecological buffer between the compound and the river

U77717NS03 - Bats

In the event that demolition/felling does not take place on site by the 9 August 2015, a new Phase One

survey and bat survey shall be submitted to and agreed in writing by the local planning authority prior to the commencement of development of any future building works. Prior to demolition, a tool box talk shall be undertaken with all staff advising them of bat signs and procedure if seen. If during demolition any signs of bats are seen, all works must cease immediately and an appropriate agency / ecology consultant called for advice.

REASON: To ensure that there is no detrimental harm to biodiversity and to enhance nature conservation interests in the area

U77718 NS04 - Arboricultural Method Statement

Prior to commencing any works associated with this application an Arboricultural Method Statement (AMS) specific to this scheme must be submitted and approved in writing by the Local Planning Authority. This AMS shall include details of all special engineering within the Root Protection Area designed to protect roots and prevent ground compaction, any other relevant construction details, a Tree Protection Plan, and scheme of supervision. The Arboricultural Method Statement and Tree Protection Plan shall be written in accordance with and address sections 5.5, 6.1, 6.2, 6.3 and 7 of British Standard 5837:2012 Trees in relation to design, demolition and construction - recommendations. The scheme shall be undertaken in accordance with the approved AMS.

REASON: To ensure that the tree(s) are not damaged or otherwise adversely affected by building operations and soil compaction

U77719 NS05 - Demolition

The demolition of the existing buildings shall be carried out in accordance with a Demolition Management Strategy to be submitted to and approved in writing by the local planning authority.

REASON: To protect the amenities of local residents, road users and the nature conservation interests.

U77720 NS06 - Construction Method Statement

No development shall take place, including works of demolition, until a construction method statement has been submitted to, and approved in writing by the local planning authority. The approved statement shall be adhered to throughout the construction period. The statement shall provide for:

- a) Size and routing of construction vehicles and holding area for these on/off site
- b) The parking of vehicles of site operatives and visitors
- c) The loading and unloading of plant and materials
- d) The storage of plant and materials used in constructing the development
- e) The erection and maintenance of security hoarding
- f) Measures to control the emission of dust and dirt during construction
- g) A scheme for recycling and disposing of waste resulting in demolition and construction work

REASON: To protect the amenities of local residents, road users and the nature conservation interests.

U77721 NS07 - Piling

No impact piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

REASON: The proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure.

U77722 NS08 - Strict Accordance with Plan

The development hereby approved shall be constructed in strict accordance with the submitted plans, with particular reference to the height and siting of the buildings relative to all on and offset features as shown on the approved drawings.

REASON: TO ensure a satisfactory development as indicated on the submitted drawings

U77723 NS09 - External Surface

The external surfaces of the public piazza and riverside pathway hereby approved shall not be constructed other than in materials details/samples which shall be submitted to and approved in writing by the local planning authority prior to commencement of development

REASON: To ensure that the proposed development does not prejudice the appearance of the locality

U77724NS11 - Hardsurfacing and Sus. Drain

All new hardsurfacing shall be porous, and constructed and laid out in accordance with details to be submitted to and agreed in writing by the local planning authority unless otherwise agreed in writing by the local planning authority. The development hereby permitted shall not commence until such time as a scheme to dispose of surface water has been submitted to and approved in writing by the local planning authority. The scheme shall be implemented as approved.

REASON: In the interest of sustainable construction and to avoid excessive surface water run-off

U77725NS12 - Boundary Treatment

Prior to the occupation of the dwellings/buildings details of all boundary treatments shall be submitted to and approved in writing by the local planning authority. A plan indicating the positions, design, materials and type of boundary treatment to be erected shall be submitted. The boundary treatment shall be completed before the buildings are first occupied. Development shall be carried out in accordance with the approved details.

REASON: To safeguard the visual amenities of the locality and the privacy/amenities of the adjoining properties

U77726NS13 - New Junction

Details of the junction of the new access and the existing highway shall be submitted to and approved in writing by the Local Planning Authority; such drawings to show kerb alignment, levels, surface treatment, sightlines, width of bellmouth, and pram crossing. The works of construction of the junction shall be carried out in accordance with the details as approved and no part of the development shall be occupied until the works have been constructed in accordance with approved details.

REASON: To ensure that the proposed development does not prejudice highway safety and to safeguard the appearance of the locality.

U77727NS14 - Gradients

Details of the vehicle ramps and gradients to the underground parking shall be submitted to and approved in writing by the local planning authority. The works shall be carried out in accordance with the details as approved and no part of the development shall be occupied until the works have been constructed in accordance with approved details.

REASON: To ensure that the proposed development does not prejudice highway safety and to safeguard the appearance of the locality.

U77728NS15 - Travel Plan

Travel surveys of residents of the development and their visitors shall be undertaken in accordance with a survey methodology to be submitted to and agreed by the Local Planning Authority prior to it being carried out. Within 12 months of occupation a new travel plan based on the results of the survey shall be submitted with clear objectives, targets, actions and timeframes to manage the transport needs of staff and customers / visitors to the development to minimise car usage and to achieve a shift to alternative transport modes.

Following approval by the local planning authority the applicant shall then implement these actions to secure the objectives and targets within the approved plan. The travel plan (including surveys) shall be annually revised and a written review of the travel plan submitted and approved by the Council by the anniversary of its first approval and yearly thereafter. At the third anniversary, the travel plan (including surveys) shall be re-written and resubmitted for further approval by the Council. This review and re-write cycle shall take place three years after substantial completion of the development and any approved revision shall be implemented within three months of the date of approval

REASON: In order to comply with the objectives of national and local planning policies which promote sustainable development with particular regard to transport.

U77729NS16 - Delivery and Servicing Plan

Prior to the occupation / use of the residential development hereby approved, a delivery and servicing strategy for the site shall be submitted to and agreed in writing by TFL and the local planning authority. The scheme approved by TFL and the local planning authority shall be implemented at all times in accordance with the approved details unless otherwise agreed in writing by the local planning authority

REASON: To ensure a safe and convenient form of development with limited impact on local roads and to safeguard the amenities of nearby occupiers and the area

U77730NS17 - External Lighting

Prior to occupation of the development, details of the lighting of footpaths, play areas, parking area and internal roads, including method, intensity, spectrum range and modelling of light spillage shall be submitted to and agreed in writing by the local planning authority and thereafter constructed in accordance with these details

REASON: To safeguard the ecology of the site and neighbour amenity and ensure a safe and convenient form of development

U77731NS18 - Ecology Mitigation and Enhancemen

As part of the development hereby approved the recommended mitigation strategies in the Ecological Impact Assessment (Catherine Bickmore Associates Ltd, February 2014) shall be carried out in full, and details ecological enhancements shall be submitted to and approved in writing by the local planning authority. The approved details shall be implemented in full prior to the occupation of the dwellings/buildings hereby approved and maintained thereafter.

REASON: To ensure that there is no detrimental harm to biodiversity and to enhance nature conservation interests in the area

U77732NS19 - Green Roof

Prior to occupation of relevant building details in relation to the green roof shall be submitted to and approved in writing by the local planning authority, such details to include layout, construction method and maintenance regime. The approved details shall be implemented in full and maintained hereafter

REASON: In the interests of promoting sustainable forms of development and to increase the biodiversity of the environment

U77733NS20 - Tree Planting Scheme

Prior to occupation specification of tree planting shall be submitted to and approved in writing by the local planning authority; the specification is to include details of the quantity, size, species, position, planting methodology, proposed time of planting and anticipated routine maintenance of all trees to be planted. The proposed tree planting scheme should be undertaken in accordance with section 5.6 of British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations

All tree planting included within the approved specification shall be carried out in accordance with that specification and in accordance with BS 3936:1986 (parts 1, 1992, Nursery Stock, Specification for trees and shrubs, and 4, 1984, Specification for forest trees); BS 4043: 1989, Transplanting root-balled trees; and BS 4428:1989 and BS 8547:2014, Code of practice for general landscape operations (excluding hard surfaces) If within a period of 5 years from the date any tree is planted, that tree, or any tree planted in replacement for it, is removed, uprooted, destroyed or dies (or becomes in the opinion of the local planning authority seriously damaged or defective), another tree of the same species and size originally planted shall be planted at the same place in the next planting season/within one year of the original tree's demise unless the local planning authority gives its written consent to any variations

All tree planting shall be carried out in accordance with the details so approved and in any event prior to occupation of any part of the development

REASON: To safeguard the appearance of the locality.

U77734NS21 - Hard and Soft Landscaping

No development shall take place until:

a) Full details of both hard and soft landscaping works have been submitted to and approved in writing by the local planning authority These details shall include proposed finished levels or contours; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas; hard surfacing materials; minor artifacts and structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting etc.); proposed and existing utility services above and below ground (e.g. drainage, power, communications cables, pipelines etc, indicating lines, manholes, supports etc); retained historic landscape features and proposals for restoration, where relevant; a program or timetable of the proposed works

b) Soft landscape works shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); detailing the quantity, density, size, species, position and the proposed time or programme of planting of all shrubs, hedges, grasses etc, together with an indication of how they integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance. All tree, shrub and hedge planting included within that specification shall be

carried out in accordance with BS 3936:1986 (parts 1, 1992, Nursery Stock, Specification for trees and shrubs, and 4, 1984, Specification for forest trees); BS 4043: 1989, Transplanting root-balled trees; and BS 4428:1989, Code of practice for general landscape operations (excluding hard surfaces), and section 5.6 of British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations

c) Where within the Root Protection Area of retained trees hard landscape design, small structure installation and service installation should be formulated in accordance with section 7.4, 7.5 and 7.7 of British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations

d) All tree planting included within the approved specification shall be carried out in accordance with that specification and in accordance with BS 3936:1986 (parts 1, 1992, Nursery Stock, Specification for trees and shrubs, and 4, 1984, Specification for forest trees); BS 4043: 1989, Transplanting root-balled trees; and BS 4428:1989 and BS 8547:2014, Code of practice for general landscape operations (excluding hard surfaces)

e) Details of the incorporation of the sites historic association with the television and film industry/studios such as incorporation of Blue Plaques and historic information board f) All hard and soft landscape works shall be carried out in accordance with the approved details and in any event prior to the occupation of any part of the development

REASON: To ensure that the proposed development does not prejudice the appearance of the locality and to preserve and enhance nature conservation interests

U77735NS22 - Landscape management (Large Schem

A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas over a minimum period of 5 years from the date of completion of the landscaping scheme other than small, privately owned, domestic gardens, shall be submitted to and approved in writing by the local planning authority prior to the occupation of the development for its permitted use. The landscape management plan shall be implemented as approved from the date of completion of the landscaping scheme.

REASON: To ensure that the proposed development does not prejudice the appearance of the locality.

U77743NS30 - Tidal Walls

The development hereby permitted shall not be commenced until such time as a scheme to ensure access to/improvement/protection and maintenance of existing flood defences has been submitted to, and approved in writing by, the local planning authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme or within any other period as may subsequently be agreed, in writing, by the local planning authority.

REASON: To ensure the structural integrity of existing flood defences thereby reducing the risk of flooding. The FRA indicates that the existing tidal wall is in a couple of locations lower than the current statutory level of 6.1m AOD. In the future it may also be necessary to raise the defence to 6.9m AOD in line with Thames Estuary 2100 plan.

U77737NS24 - Wheelchair Housing

At least 22 of the units hereby approved and the associated parking shall be specifically designed for, or be capable of easy adaption to, the Council's Standards for 'Wheelchair Housing' as set out in the Development Management Plan 2011.

REASON: To ensure that the proposed housing contributes to the needs of the people

U77738NS25 - Sustainable Technology

The combined heat and power system and photovoltaic panels shall be constructed in accordance with details to be submitted to and approved in writing by the local planning authority. The details shall include the design, technical specification and external finishes thereof

REASON: In the interests of promoting sustainable forms of development

U77739NS26 - CHP

Prior to the commencement of the installation of the CHP the details to be submitted to and approved in writing by the local planning authority shall demonstrate that the combined heat and power system, and the associated buffer vessels / thermal store have been sized sufficiently to meet at least 87% of the development's heating demands. The combined heat and power system shall at no times operate for less

than 24 hours a day except for periods of maintenance
REASON: In the interest of promoting sustainable forms of development

U77740NS27 - CHP Emission Levels

Prior to the commencement of development details of the siting and design of the extract flues to the CHP installation shall be submitted to and approved in writing by the local planning authority and be so arranged as to avoid emissions giving rise to excessive nitrogen dioxide levels at the adjacent residential receptors premises within the site and off the site. The standard to be achieved is the Government annual average limit of 40ug/m³.

REASONS: to safeguard the health and amenity of occupiers of proposed and existing residential properties in the locality and the appearance of the development

U77741NS28 - Flood Emergency Plan

A Flood Emergency Plan including management responsibilities, training and maintenance schedules of the proposed flood resilience measures, and details of storage, management responsibility, training of operators and maintenance of the amphibious vehicles shall be submitted to and approved in writing by the local planning authority prior to the occupation of the development for its permitted use. The Flood Emergency Plan shall be implemented as approved.

REASON: to safeguard the occupiers of proposed and existing residential properties

U77742NS29 - Secure by Design

Prior to the occupation of the development hereby approved, details of the security measures to form part of this development shall be submitted to and approved in writing by the local planning authority. These measures are to accord with the principles of Secure by Design and will in particular incorporate internal lighting and surveillance measures within the basement car park, cycle stores and other public areas.

REASON: To ensure a safe and convenient form of development.

U77744NS31 - Finished Floor Levels

To protect the development from flooding finished floor levels of the ground floor of Blocks A, B, C, D and E7 shall be set no lower than 7.3m AOD as detailed in the submitted flood risk assessment (FRA) (main report ref KO358/1 Rev 4 dated Sept 2014 produced by HydroLogic Services) and associated plans. The development should be carried out in accordance with this FRA.

REASON: To protect the proposed four principal blocks of the development from flooding.

U77748NS32 - Realignment of Existing Defence

The development hereby permitted shall not be commenced until such time as a scheme to ensure the structural integrity of the existing and realigned tidal defence whilst ensuring protection is maintained throughout the construction period of the development has been submitted to, and approved in writing by, the local planning authority.

The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

REASON: To ensure the realigned wall can continue to act as a tidal defence and that the new sections of wall are in place before the existing wall is removed.

U77749NS33 - Flows Path onto the Site

The development hereby permitted shall not be commenced until such time as a scheme to ensure the proposed culverts do not cause a restriction the flow routes onto and within the site compared to the existing situation and/or supported by modelling has been submitted to, and approved in writing by, the local planning authority.

The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme or within any other period as may subsequently be agreed in writing by the local planning authority

REASON: To ensure flood risk is not increased on site or in the surrounding area

U77750NS34 - Flood Compensation

The development permitted by this planning permission shall be carried out in accordance with the approved flood risk assessment (FRA) (main report ref KO358/1 Rev 4 dated Sept 2014 produced by HydroLogic Services) and the compensatory flood storage measures detailed within the FRA. The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

REASON: To prevent flooding on site and elsewhere by ensuring that compensatory storage of flood water is provided.

U7751 NS35 - Flood Voids Opening

The development hereby permitted shall not be commenced until such time as a scheme to incorporate 1 in 5 floodable void design up to the design event for all external walls of the areas proposed as floodable (under buildings A and C) has been submitted to, and approved in writing by, the local planning authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

REASON: To prevent flooding elsewhere by ensuring that compensatory storage of flood water is provided and reduce impedance to flood flows. The use of voids, stilts or undercroft parking as mitigation for a loss in floodplain storage should be avoided as experience shows that they become blocked over time by debris or domestic effects. It is clear that these floodable areas will from the outset not be empty voids, thus resulting in a direct loss of flood storage compared with the existing floodplain - it is therefore essential that flood water can enter these areas with the minimum of impedance. To achieve this voids should be incorporated into the external walls and doors of the proposed floodable areas at a 1 to 5 ratio i.e. 1m opening per 5m. The opening should extend up to the design event.

U7752 NS36 - Flood Voids Under Proposed Build

The development hereby permitted shall not be commenced until such time as a scheme to ensure the areas proposed as floodable (under buildings A and C) does not become blocked over time by debris or domestic effects has been submitted to, and approved in writing by, the local planning authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

REASON: To prevent flooding elsewhere by ensuring that compensatory storage of flood water is provided and reduce impedance to flood flows. The use of voids, stilts or undercroft parking as mitigation for a loss in floodplain storage should be avoided as experience shows that they become blocked over time by debris or domestic effects. It is clear that these floodable areas will from the outset not be empty voids, thus resulting in a direct loss of flood storage compared with the existing floodplain - it is therefore essential that flood water can enter these areas with the minimum of impedance. To achieve this voids should be incorporated into the external walls and doors of the proposed floodable areas at a 1 to 5 ratio i.e. 1m opening per 5m. The opening should extend up to the design event.

U7753 NS37 - Loss of Flood Storage

The development hereby permitted shall not be commenced until such time as a scheme to ensure that no loss of flood storage results from the phasing of construction and demolition throughout the construction period of the development has been submitted to, and approved in writing by, the local planning authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme or within any other period as may subsequently be agreed in writing by the local planning authority.

REASON: To ensure no increase in flood risk on site or in the surrounding area during the construction period

U7754 NS38 - Surface Water Drainage

The development hereby permitted shall not be commenced until a detailed surface water drainage scheme for the site, based on the agreed Flood Risk Assessment (FRA) (main report ref KO358/1 Rev 4 dated Sept 2014 produced by HydroLogic Services) has been submitted to and approved in writing by the local planning authority. The drainage strategy shall include a restriction in run-off and surface water storage on site as outlined in the FRA. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

REASON: To prevent the increased risk of flooding, to improve and protect water quality, and improve habitat and amenity.

U77755NS39 - Noise Mitigation

Prior to the commencement of development of the relevant building details of the façade specification in the form of building construction, glazing and ventilation shall be submitted to and approved by the local planning authority.

REASON: To protect the amenities of future occupants.

U77756NS40 - Car Club

Prior to the occupation of the development hereby approved, the provision of a designated parking space for a car club shall be made in accordance with detailed drawings to be submitted to and approved in writing by the local planning authority, such drawings to show size, position, method of delineation and signing of such a space, and this space shall at no time be used for any other purpose.

REASON: To protect the amenities of local residents, road users and the nature conservation interests

U77757NS41 - Electrical Charging Point

Prior to occupation of the buildings/dwellings hereby approved, details of the Electrical Charging Points and bays for electrically propelled vehicles shall be submitted to and approved in writing by the local planning authority and the Electrical Charging Points shall be constructed in accordance with the approved details. A minimum of 20% of bays shall have active provision, with 20% passive provision.

REASON: To protect the amenities of local residents, road users and the nature conservation interests

DV47 Lifetimes Homes

The dwellings hereby approved shall not be constructed/adapted other than to Lifetime Homes standards as shown on the approved plans and/or as described in the Design & Access Statement & shall thereafter be maintained to those standards.

Reason: To ensure adaptable homes to meet diverse and changing needs.

DV29E Potentially Contaminated Sites

1. No development shall take place until:

- a) a desk study detailing the history of the site, hazardous materials, substances used together with details of a site investigation strategy based on the information revealed in the desk study has been submitted to and approved in writing by the local planning authority
- b) an intrusive site investigation has been carried out comprising: sampling of soil, soil vapour, ground gas, surface water and groundwater in locations and at depths stipulated by the local planning authority. Such work to be carried out by suitably qualified and accredited geo-environmental consultants in accordance with the current U.K. requirements for sampling and testing.
- c) written reports of i) the findings of the above site investigation and ii) a risk assessment for sensitive receptors together with a detailed remediation strategy designed to mitigate the risk posed by the identified contamination to sensitive receptors have been submitted to and approved in writing by the local planning authority

Note: some demolition work, if required, could be allowed beforehand for enabling the above requirement (1b), subject to the agreement of the Local Planning Authority.

2. None of the dwellings/buildings hereby approved shall be occupied until:

- a) the remediation works approved as part of the remediation strategy have been carried out in full and in compliance with the approved strategy. If during the remediation or development work new areas of contamination are encountered, which have not been previously identified, then the additional contamination should be fully assessed in accordance with condition [1(b, c)] above and an adequate remediation scheme shall be submitted to and approved in writing by the local planning authority and fully implemented thereafter.
- b) a verification report, produced on completion of the remediation work, has been submitted to and approved in writing by the local planning authority. Such report to include i) details of the remediation works carried out and ii) results of verification sampling, testing and monitoring and iii) all waste management documentation showing the classification of waste, its treatment, movement and disposal in order to demonstrate compliance with the approved remediation strategy.

REASON: To protect future users of the site and the environment.

AT01 Development begun within 3 years

The development to which this permission relates must be begun not later than the expiration of three years

beginning with the date of this permission.

REASON: To conform with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

BD12 Details - Materials to be approved

The external surfaces of the building(s) (including fenestration) and, where applicable, all areas of hard surfacing shall not be constructed other than in materials details/samples of which shall be submitted to and approved in writing by the Local Planning Authority.

REASON: To ensure that the proposed development does not prejudice the appearance of the locality.

DV30 Refuse storage

No refuse or waste material of any description shall be left or stored anywhere on the site other than within a building or refuse enclosure.

REASON: To safeguard the appearance of the property and the amenities of the area.

DETAILED INFORMATIVES

IM13 Street numbering

The applicant is advised that this permission will normally require the new numbering or renumbering of the property/site for postal/emergency services address purposes. You are advised to make early written contact with the Council's Chief Building Surveyor at the Civic Centre to ensure a satisfactory arrangement is reached over this issue.

U85156 Composite Informative

Principal Policies:

Where relevant, the following have been taken into account in the consideration of this proposal:-
National Planning Policy Framework (NPPF)

London Plan (211) / Revised Early Minor Alterations (2013)

1.1, 2.1, 2.2, 2.6, 2.7, 2.8, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.15, 3.16, 3.17, 3.18, 4.1, 4.2, 4.6, 4.12, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16, 5.17, 5.18, 5.21, 6.1, 6.2, 6.3, 6.4, 6.7, 6.9, 6.10, 6.11, 6.12, 6.13, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.12, 7.13, 7.14, 7.15, 7.17, 7.18, 7.19, 7.20, 7.21, 7.29, 8.1, 8.2

Core Strategy (2009)

CP1, CP2, CP3, CP4, CP5, CP7, CP11, CP14, CP15, CP16, CP18, CP19

Development Management Plan (2011)

SM SD1, DM SD2, DM SD3, DM SD4, DM SD5, SM SD6, SM SD7, SM SD8, DM OS2, DM OD5, DM OS6, DM OS7, DM OS11, DM OS12, DM HD1, DM HD2, DM HD3, DM HD4, DM HO2, DM HO4, DM HO6, DM EM 2, DMTP1, DM TP2, DM TP6, DM TP7, DM TP8, DM TP9, DM DC1, DM DC3, DM DC4, DM DC5

Mayor of London Supplementary Planning Guidance

Housing SPG

Housing Strategy

Draft Revised Housing Strategy

London Housing Design Guide

Sustainable Design and Construction SPG

Shaping Neighbourhoods: Character and Context, draft SPG

Shaping Neighbourhoods: Play and Informal Recreation SPG

Accessible London: Achieving an Inclusive Environment SPG

Mayor's Climate Change Adaptation Strategy

Mayor's Climate Change Mitigation and Energy Strategy

Mayor's Water Strategy

Mayor's Transport Strategy

LBRuT Supplementary Planning Documents / Supplementary Planning Guidance

Affordable Housing SPD

Car Club Strategy SPD

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Design Quality SPD
Front Garden and Other Off-Street Parking Standards SPD
Residential Development Standards SPD
Sustainable Construction Checklist SPD
Planning Obligations SPD (Draft)
Buildings of Townscape Merit SPD (Draft)
Contaminated Land SPG
Design for Maximum Access SPG
Nature Conservation and Development SPG
Planning Obligations Strategy SPG
Recycling for New Development SPG
Security by Design SPG

Building Regulations:

The applicant is advised that the erection of new buildings or alterations to existing buildings should comply with the Building Regulations. This permission is NOT a consent under the Building Regulations for which a separate application should be made. For application forms and advice please contact the Building Control Section of the Street Scene department, 2nd floor, Civic Centre, 44 York Street, Twickenham, TW1 3BZ. (Tel: 0845 612 2660).

If you alter your proposals in any way, including to comply with the Building Regulations, a further planning application may be required. If you wish to deviate in any way from the proposals shown on the approved drawings you should contact the Development Control Department, 2nd floor, Civic Centre, 44 York Street, Twickenham, TW1 3BZ. (Tel: 0845 612 2660).

Damage to the public highway:

Care should be taken to ensure that no damage is caused to the public highway adjacent to the site during demolition and (or) construction. The Council will seek to recover any expenses incurred in repairing or making good such damage from the owner of the land in question or the person causing or responsible for the damage.

BEFORE ANY WORK COMMENCES you MUST contact Highways and Transport, London Borough of Richmond upon Thames, 44 York Street, Twickenham TW1 3BZ (Telephone 0845 612 2660 ask for the Streetscene inspector for your area or email highwaysandtransport@richmond.gov.uk) to arrange a pre commencement photographic survey of the public highways adjacent to and within the vicinity of the site. The precondition survey will ensure you are not charged for any damage which existed prior to commencement of your works.

If you fail to contact us to arrange a pre commencement survey then it will be assumed that any damage to the highway was caused by your activities and you will be charged the full cost of repair.

Once the site works are completed you need to contact us again to arrange for a post construction inspection to be carried out. If there is no further damage then the case will be closed. If damage or further damage is found to have occurred then you will be asked to pay for repairs to be carried out.

Noise control - Building sites:

The attention of the applicant is drawn to the requirements of section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise and vibration on construction and demolition sites. Application, under section 61 of the Act for prior consent to the works, can be made to the Environmental Health Department.

Under the Act the Council has certain powers to control noise from construction sites. Typically the council will limit the times during which sites are permitted to make noise that their neighbours can hear.

For general construction works the Council usually imposes (when necessary) the following limits on noisy works:-

Monday to Friday 8am to 6pm
Saturdays 8am to 1pm
Sundays and Public Holidays- No noisy activities allowed

Applicants should also be aware of the guidance contained in British Standard 5228:2009- Noise and vibration control on construction and open sites.

Any enquiries for further information should be made to the Commercial Environmental Health Team, 2nd Floor Civic Centre, 44 York Street, Twickenham TW1 3AB.

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IL24 CIL liable

The applicant is advised that this permission results in a chargeable scheme under the Mayor of London's Community Infrastructure Liability.

IL13 Section 106 agreement

This planning permission has a Section 106 Agreement which must be read in conjunction with it.

IE06 Details of piling-EHO consultation

The attention of the applicant is drawn to the requirements of section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise and vibration on construction and demolition sites. Application, under section 61 of the Act for prior consent to the works, can be made to the Environmental Health Department. Where developments include foundations works require piling operations it is important to limit the amount of noise and vibration that may effect local residents.

There are a number of different piling methods suitable for differing circumstances. Guidance is contained in British Standard BS 5228 Noise control on Construction and Open Sites - Part 4: Code of Practice for noise and vibration control applicable to piling operations.

Where there is a risk of disturbance being caused from piling operations then the council under section 60 Control of Pollution Act 1974 can require Best Practicable Means (BPM) to be carried out. This may entail limiting the type of piling operation that can be carried out.

The types of piling operations which are more suitable for sensitive development in terms of noise and vibration impact are;

- * Hydraulic Piling
- * Auger Piling
- * Diaphragm Walling

IL04 Accurate drawings

The applicant is hereby warned that the Local Planning Authority expects the development to be carried out in accordance with the approved plans and all on and off site relationships shown thereon. If, prior to or during the implementation of permission, any particulars are found to be inaccurate then the Local Planning Authority must be informed and works should not commence or be continued until the matter has been resolved. Failure to do so could lead to the serving of an Enforcement and Stop Notice.

IH02A Refuse storage and collection

The applicant is advised to contact Recycling and Waste, London Borough of Richmond upon Thames, Central Depot, Langhorn Drive, Twickenham TW2 7SG with regard to arrangements for the collection and storage of refuse. The provision of an enclosure may require the submission of a further application.

U85165NI01 - Highway Condition Survey

A highway condition survey is required before works are carried out on the site. The applicants are advised to contact the Highways Inspector for their area within the Highway Management Group with regard to this survey which will include but may not be limited to photographs of the public highway surrounding the site.

U85166NI02 - Surface Water

Legal changes under The Thames Water Industry (Scheme for the Adoption of private sewers) Regulations 2011 mean that the sections of pipes you share with your neighbours, or are situated outside of your property boundary which connect to a public sewer are likely to have transferred to Thames Water's ownership. Should your proposed building work fall within 3 metres of these pipes we recommend you contact Thames Water to discuss their status in more detail and to determine if a building over / near to agreement is required You can contact Thames Water on 0845 850 2777 or for more information please visit our website at www.thameswater.co.uk

With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommend that the

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applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separated and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777. Reason: to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

U85167 NI03 - Ground Water

Where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 0208 507 4890 or by emailing wwqriskmanagement@thameswater.co.uk Application forms should be completed online via www.thameswater.co.uk/wastewaterquality Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.

U85168 NI04 - Protection to Property

Thames Water requests that the Applicant should incorporate within their proposal protection to the property by installing for example, a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions. Thames Water would recommend that petrol / oil interceptors be fitted in all car parking / washing / repair facilities. Failure to enforce the effective use of petrol / oil interceptors could result in oil-polluted discharge entering local watercourses.

U85169 NI05 - Water Comments

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres / minute at the point where it leaves Thames Water pipes. The developer should take account of this minimum pressure in the design of the proposed development.

U85170 NI06 - Piling

The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.

U85171 NI07 - Tidal Flood Defences

In addition to planning permission, under the terms of the Water Resources Act 1991, and the Thames Region Land Drainage Byelaws 1981, the prior written consent from the Environment Agency is required for the proposed works or structures in, under, over or within 16metres of the landward side of the tidal flood defences.

U85172 NI08 - Walls and Fences

Walls and fences can have a significant impact on flood water flow and to some extent flood water storage, especially if they are constructed across a flood flow route. This can lead to higher flood water levels on the upstream side potentially increasing the flood risk to nearby areas. Therefore walls and fences should be permeable to flood water.

The least disruptive is a post and rail fence but this does not provide privacy. If privacy is required, hit and miss fencing (vertical slats fixed alternatively on each side of horizontal posts) or hedging are preferred. If a solid wall is proposed there must be openings to the design flood water level to allow uninterrupted flood flow. The opening should be at least 1m wide by the depth of flooding, and there should be one opening in every 5m run of wall on all sides.

U85173 NI09 - Burning

If Burning is to take place on site then the following precautions should be taken:

- All timber and other flammable materials are to be removed from the building and timber buildings are to be demolished before burning is commenced to prevent persons being trapped within burning buildings and premature collapse of buildings due to heat damage or to the burning away of the supporting structure

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- The controlled burning of all materials is to take place at one point. The surrounding area should be clear of all flammables to prevent fire spread to adjoining properties. The Fire Brigade is to be consulted prior to starting the site should any doubts arise
- The contractor is to ensure the burning of flammable materials is under the direct control of a designated person who shall be provided with suitable emergency firefighting equipment and instructions on how to call the Brigade, including the location of the nearest exchange telephone.
- Should the fire get out of control the Fire Brigade is to be called immediately using '999' system procedure
- No fire is to be left unattended under any circumstances. All fires are to be extinguished completely before the site is vacated at the end of the day or on completion of the contract. It should be noted that the demolition of masonry on top of a fire is not acceptable as a means of extinguishing the fire
- Where demolition is to include the 'hot cutting' of oil storage tanks or associated plant, further advice on 'process safety' issues should be sought from the Health and Safety Executive (HSE). Where hot cutting has already commenced and advice on process safety has not already been sought from HSE then operations should cease until such time as relevant advice is obtained. Any queries regarding this letter should be addressed to the person named below.

U85174 NI10 - Construction Method Statement

The construction method statement should mirror best practice in the GLA Best Practice (2006) to reduce the impact of a medium to high risk site and guidance published by Institute of Air Quality Management (IAQM) on mitigation measures to control and monitoring dust and air emissions during demolition and construction. The contractors should also sign up to a Considerate Contractors Agreement and committee to establish procedures to ensure effective communication is maintained with the local community and that provisions allowing for affected parties to register initial complaints for resolution with the applicant and main contractor.

U85176 NI11 - Dust Strategy

The applicant is advised that details pursuant to the Dust Management Strategy (condition NS06 (f)) must include a risk assessment of dust generation for each phase of demolition and construction. The assessment and identified controls must include the principles of prevention, suppression and containment and must follow the format detailed in the guidance above. The outcome of the assessment must be fully implemented for the duration of the construction and demolition phase of the proposed development.

U85178 NI12 - Archaeology

The applicants are advised that a staged approach to the evaluation of heritage assets on the site, including archaeology, will need to be adequately programmed into the overall project timetable by the applicants and their contractor. It is therefore necessary for the applicant to commission the assessment work (desk-based and evaluation) at an early stage so we can advise further as soon as possible on the mitigation required. Details of Registered Archaeological Organisations can be found on www.archaeologists.net

U85179 NI13 - Delivering and Servicing

Off-peak construction deliveries outside of school traffic peak periods and use of a vehicle booking system to avoid queuing on Broom Road is encouraged. For any conflict points identified in the delivery routes associated with the site in its construction and operational state, traffic and pedestrian management measures and cycle specific safety equipment should be considered and the detail provided through Construction Management Plan (condition NS06) and Delivery and Servicing Plan (NS16). Contractor vehicles should include side-bars, blind spot mirrors and detection equipment to reduce the risk and impact with other road users and pedestrians. Further information on improving road safety through procurement is available at: www.tfl.gov.uk/microsites/freight/documents/improving-road-safety-throughprocurement.pdf

U85180 NI14 - Bats

The applicant is advised that bats are European protected species under the Wildlife and Countryside Act 1991 (as amended) and the Natural Habitats Regulations 1994 and therefore any works affecting roosts, habitats and foraging areas will need to first be approved by DEFRA.

U85181 NI15 - Flow Path

A flow route between the site and Broom Road at the gatehouse is proposed to be maintained through

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culverts either side of building D. This is unlikely to sufficiently mimic to existing open flow path situation; the proposed culverts have a smaller cross sectional area compared with the existing open flood route.

The EA are satisfied that a scheme could be amended to ensure that the proposed culverts do not cause a restriction to the flow route potentially increasing flood risk compared to the existing situation and/or supported by modelling. It would be beneficial as part of this demonstration if further dimensions of the culverts were displayed on drawing C0800 ver. P3 - using a larger font. From measuring directly from the drawing the opening at either end of the 6 culvert is only 0.32m high by 1.1m wide.

U85185 NI16 - Flood Voids

The proposed voids would appear to provide approximately 100m³ of storage under block A and 400m³ of storage under block C; this total 500m³ accounts for approximately 5% of the total flood storage (12,084m³) - the use of voids in this case would be acceptable in principle - provided the voids are designed appropriately.

The EA have indicated that flood voids should incorporate 1 in 5 floodable void design ratios i.e. 1m opening per 5m and extend to the height of the void.

The revised addendum and drawing D0099 P4, D0003 P5, D0201 P4 & D0203 P5 indicate that the 1 in 5 ratio is to be achieved. However the openings are only to be 600mm high; the drawings indicate the invert level of these openings to be around 5.60m AOD, indicating the crown to be around 6.20m AOD - this is below the design flood level of 7m AOD. The void design should be amended to extend up to the design flood level; the revised addendum indicates that such an increase should be possible.

U85186 NI17 - Surface Water Drainage

Infiltration rates should be worked out in accordance with BRE 365. Once the tests have been carried out we would be supportive, as outlined in the FRA, of the drainage design being amended at detailed design to maximise the use of soakaways.

Section 4.3.3c of the FRA indicates runoff from the affordable housing will discharge to the Thames water sewer system; the least sustainable option in this location in the London Drainage hierarchy. The EA are satisfied for this aspect to be revised at detailed design stage.

Surface water for up to the 1 in 100 chance in any year storm event, including an allowance for climate change, must be safely contained on site. It is acceptable to partially flood the site during this event, ensuring that buildings are not affected by flooding and the site can be safely navigated by users. Where this flooding will be within roads or pathways, the applicants must ensure that safe access and egress is still available.

The applicant is advised to provide to the planning authority detailed calculations of the full surface water network together with a drawing indicating attenuation volumes and pipe numbers; to show the surface water system has been designed to ensure no flooding for the 100 year + climate event in the entire surface water system or no flooding for the 30 year event in the entire surface water system and that all surface water flooding can be safely contained on site for the 100 year plus climate change event. At this stage it is not known if flooding from the wider drainage system may occur and how if necessary it will be safely contained. The EA are satisfied that selection of attenuation features and more detailed calculations as outlined above be provided at detailed design stage.

Surface water run-off should be controlled as near to its source as possible through a sustainable drainage approach to surface water management (SuDS). SuDS are an approach to managing surface water run-off which seeks to mimic natural drainage systems and retain water on or near the site. The variety of SuDS techniques available means that virtually any development should be able to include a scheme based around these principles. Further information on SuDS can be found in: Planning Practice Guidance CIRIA C522 document Sustainable Drainage Systems - design manual for England and Wales CIRIA C697 document SuDS manual.

During high tides / flood events the water level in the Thames may be above the level of the outfall from the surface water system. This may prevent surface water being discharged from the site and attenuation features from being emptied potentially causing flooding on site. The EA would encourage the applicant to investigate this further, but is satisfied for this issue to be examined in more detail once the detailed design of the drainage system has been carried out. In order to discharge the surface water condition, the following information must be provided based on the agreed drainage strategy:

a) A clearly labelled drainage layout plan showing pipe networks and any attenuation areas or storage

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locations. This plan should show any pipe 'node numbers' that have been referred to in network calculations and it should also show invert and cover levels of manholes.

b) Confirmation of the critical storm duration.

c) soakage test results in accordance with BRE digest 365 to be used to inform the use of soakaways and storage tanks on site (the applicant has been unable to carry out test pre-decision).

d) Where on site attenuation is achieved through ponds, swales, geocellular storage or other similar methods, calculations showing the volume of these are also required.

e) Where an outfall discharge control device is to be used such as a hydrobrake or twin orifice, this should be shown on the plan with the rate of discharge stated.

f) Calculations should demonstrate how the system operates during a 1 in 100 chance in any year critical duration storm event, including an allowance for climate change in line with the 'Planning Practice Guidance: Flood Risk and Coastal Change'. If overland flooding occurs in this event, a plan should also be submitted detailing the location of overland flow paths and the extent and depth of ponding.

g) Review the use of or removal of the existing storage tank

U85190 NI18 - Sustainable Design

The EA have produced advice with Natural England and the Forestry Commission on how new development can help improve the environment. <https://www.gov.uk/government/publications/planning-a-guide-for-developers> It is also recommend that pollution prevention measures to protect ground and surface water be incorporated. Please refer to pollution prevention measures at construction and demolition sites <https://www.gov.uk/government/publications/construction-and-demolitionsites-ppg6-prevent-pollution>

U85164 NPPF APPROVAL - Para. 186 and 187

In accordance with paragraphs 186 and 187 of the National Planning Policy Framework, Richmond upon Thames Borough Council takes a positive and proactive approach to the delivery of sustainable development, by:

- o Providing a pre-application and duty officer service
- o Providing written policies and guidance, all of which is available to view on the Council's website
- o Where appropriate, negotiating amendments to secure a positive decision
- o Determining applications in a timely manner

In this instance:

- o The application was amended following negotiations with the Council to ensure the scheme complied with adopted policy and guidance, and a decision was made without delay

END OF SCHEDULE OF CONDITIONS AND INFORMATIVES FOR APPLICATION 14/0914/FUL
