

DATED

9th April

2018

GIVEN BY

1. TANIUS LIMITED

TO

2. THE LONDON BOROUGH OF RICHMOND UPON THAMES

In respect of Obligations to secure car free development

Unilateral Planning Obligation
made under Section 106 Town and Country Planning Act 1990

- relating to -

-
38-42 Hampton Road, Teddington, TW11 0JE
-

Planning Reference 15/1397/P3JPA

THIS UNILATERAL PLANNING OBLIGATION is given on

9th April

2018

BY:

1. TANIUS LIMITED of Jubilee Buildings, Victoria Street Douglas, Isle of Man, IM1 2SH
("Owner");

and

TO:

2. THE LONDON BOROUGH OF RICHMOND UPON THAMES of Civic Centre, 44 York Street, Twickenham, TW1 3BZ ("Council")

RECITALS

- (A) The Council is the local planning authority for purposes of the Act for the area in which the Site is located.
- (B) The Owner is the registered proprietor of the freehold of the Site with title absolute under Title Number SGL247952
- (C) The Application has been submitted to the Council and the Owner wishes the Site to be bound by this Deed.
- (D) Prior Approval was granted on 22 May 2015 and condition U84146 of the Prior Approval precludes occupants of the Units from the entitlement to Resident's Parking Permits in the event that a CPZ is established within 5 years of the Prior Approval and the Owner has entered into this Deed as requested by the Council in satisfaction of the requirements of condition U84146

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Deed, the following words and expressions shall where the context permits have the following meanings:

Act	the Town and Country Planning Act 1990;
Application	the application made under Council reference number 15/1397/P3JPA for the Proposed Development
Commencement	the date on which the Proposed Development is implemented (as defined by section 56(1)(b) of the Act) and the terms "Commence" and "Commenced" shall be construed accordingly;
CPZ	a controlled parking zone operating within close proximity of the Site.
Occupation	occupation for the purposes of residential use and the terms "Occupy", "Occupant" and "Occupied" shall be construed accordingly;
Order	the Town and Country Planning (General Permitted Development) Order 1995 as amended;
Prior Approval	the determination by the Council of the Application on the 22 nd May 2015;
Proposed Development	the change of use from office (B1) use class to residential (C3) use class creating 35 residential units in accordance with the documents submitted with the Application;
Residents' Parking Bay	a parking place designated in an order under section 45(2) of the Road Traffic Regulation Act 1984 for the use of designated residents in the London Borough of Richmond upon Thames;
Residents Parking Permit	a permit issued by the Council to park a motor vehicle in a Residents' Parking Bay;
Site	the land known as 38-42 Hampton Road, Teddington, TW11 0JE which is registered with other land at the Land Registry under Title Number SGL247952 against which this deed may be enforced and shown for identification purposes edged red on the plan attached to this Deed.

Units the 35 residential units designated for C3 use as defined within the Order to be constructed pursuant to the Proposed Development and the term "Unit" shall be construed accordingly.

2 Construction of this Deed

- 2.1 Where in this Deed reference is made to a clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of one gender include any other gender and words denoting actual persons include companies, corporations and firms.
- 2.4 Headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to a statute shall include any modification, extension or re-enactment of that statute from time to time for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it.
- 2.7 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.

3 Legal Basis

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 1 of the Localism Act 2011,

Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 16 of the Greater London Council (General Powers) Act 1974 and all other powers so enabling.

- 3.2 This Deed contains planning obligations for the purposes of Section 106 of the Act and the Council is the local planning authority by whom the obligations are enforceable.

4 Owner's Obligations

The Owner covenants with the Council to observe and perform the obligations contained in the Schedule.

5 Legal Effect

- 5.1 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 5.2 This Deed shall be registrable as a local land charge by the Council.
- 5.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 5.4 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Prior Approval is quashed, revoked or otherwise withdrawn or it expires by effluxion of time before Commencement or (without the consent of the Owner) it is modified by any statutory procedure.
- 5.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 5.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.

- 5.7 Nothing contained or implied by this Deed shall prejudice or affect the rights, powers duties and obligations of the Council in the exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations.
- 5.8 The Owner covenants that they have full power to enter into this Deed and bind themselves to the covenants and obligations contained in it and that this Deed has been properly executed by them.
- 5.9 The Owner covenants that it is the freehold owner of the Site and that the Site is free from mortgages, charges or other financial encumbrances and that there is no person having any legal interest in the Site other than as notified in writing to the Council prior to the date of this Deed.
- 5.10 The Owner agrees to indemnify and keep the Council fully indemnified against all claims, demands, actions, costs and expenses for which the Council may become liable arising out of any failure by the Owner to perform any of the obligations contained in this Deed.
- 5.11 The expressions "the Council" and "the Owner" shall include their respective successors in title and assignees.

6 Waiver

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

7 Change of Ownership

The Owner undertakes to give the Council immediate written notice of any change in ownership of any of their freehold interest in the Site occurring before the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of Occupation

purchased by reference to a plan.

8 Notices

- 8.1 Any such notice or other communication, if so addressed, shall be deemed to have been received if delivered in accordance with the provisions of section 196 of the Law of Property Act 1925.
- 8.2 Any notice required under this Deed shall be in writing and, where given to the Council, shall be addressed to The S106 Planning Obligations Team at Strategic Planning and Regeneration, 222 Upper Street, London N1 1XR and delivered to such team personally or by recorded delivery.
- 8.3 Any notice required to be given to the Owner under this Deed shall be in writing and shall be addressed to The Managing Director at Jubilee Buildings, Victoria Street Douglas, Isle of Man, IM1 3BZ.

EXECUTED AS A DEED and delivered as such on the date first written.

THE SCHEDULE
(Planning Obligations)

1. Car free dwellings

- 1.1 In the event that a CPZ is established by no later than 21 May 2020 not to dispose of any Unit to any person or allow any person to be an Occupant of any Unit unless a notice has been served on each person notifying them that they shall not be entitled to be granted a Residents' Parking Permit to park a motor 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} CPZ controlled by the Council nor will they be entitled to apply for a season ticket to park a motor vehicle in any ^{car park} CPZ controlled by the Council except in circumstances where the Occupant is or becomes entitled to be a holder of a disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970
- 1.2 The Owner shall procure that the obligations set out in paragraph 1.1 of this schedule are included in any lease agreement for lease option licence tenancy or other disposal of any Unit to any person

2. Payments

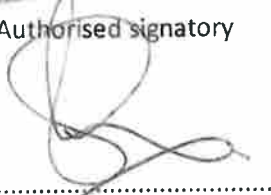
- 2.1 On the date hereof to pay to the Council the sum of £500 being its proper and reasonable costs for reviewing and approving this Deed and the monitoring fee of £125.00.

Executed as a deed by **Tanius Limited** a
company incorporated in the Isle of
Man acting by

A handwritten signature in black ink, consisting of several overlapping loops and lines, positioned above a dotted line.

Authorised signatory

and

A handwritten signature in black ink, consisting of several overlapping loops and lines, positioned above a dotted line.

Authorised signatory

who in accordance with the laws of that
territory are acting under the authority
of the company



CLIVE CHARPINE ARCHITECTS 10, STANTON AVENUE, TEDDINGTON, WIMBORNE, DORSET, BH11 1JG TEL: 01202 851111 FAX: 01202 851112 WWW.CLIVECHARPINEARCHITECTS.CO.UK	
Project: 38-42 HAMPTON ROAD, TEDDINGTON	Date: 07.04.16
Site Location Plan	
Drawing No: HRA-01B	Scale: 1:1250 @ A3

