

**THIS AGREEMENT** is made as a Deed the *17th* day of *November* two thousand and nineteen

**BETWEEN**

**LIDL UK GmbH** a company incorporated in Germany with company number 7107 whose address for service in the United Kingdom is 19 Worple Road, Wimbledon, London SW19 4JS and whose company number is FCO17929 ("the Owner")

and

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

**INTERPRETATION**

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

"1990 Act"	the Town & Country Planning Act 1990 (as amended)
"Development"	the development described in and permitted by the Planning Permission
"Due Date"	the date on which the Planning Permission is granted
"Highways Contribution"	the sum of £45,214 (forty five thousand two hundred and fourteen pounds) to mitigate the impact of the Development on the B358 South Road / B358 Sixth Cross Road / A311 Wellington road / A311 Hampton Road four-armed signalised junction such contribution to be used solely for the following purposes: (a) design and installation by Transport for London of a Split Cycle Offset Optimisation Technique and bus priority/detection system at the junctions; and (b) provision of a flexible deployment camera
"Planning Application"	an application for planning permission submitted on behalf of the Owner to the Council and validated by the Council on 11 December 2018 bearing reference number 18/4072/VRC for the

Removal of Conditions 8 (restriction on use), 11 (opening hours) and 13 (restriction on loading/unloading) of Planning Permission 84/0618 (allowed on appeal) to (1) allow for the sale of food or convenience goods from part of the retail floorspace; (2) to allow the opening hours from part of the retail floorspace to be extended to between 0600 – 2200 Mondays – Saturdays (inclusive) and 1000 – 1700 on Sundays and Bank Holidays; and (3) to allow part of the retail floorspace to be serviced from 0700 – 2200 Mondays – Saturdays and 1000 – 1700 Sundays and Bank Holidays

"Planning Permission"	the planning permission granted pursuant to the Planning Application
"Property"	land known as the former Wickes Unit, 50 South Road, Twickenham TW2 5NT as shown edged red on the Site Location Plan
"Site Location Plan"	the plan attached to this Deed at Annex 1

**WHEREAS:**

- (1) The Council is the local planning authority for its administrative area within which the Property is situated, and for the purposes of the 1990 Act and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (2) The Owner is the owner of the leasehold title registered at the Land Registry in respect of the Property under title number TGL97423
- (3) The Owner has made the Planning Application to the Council and the parties enter into this Deed in order to secure the planning obligations contained in it in accordance with the Richmond Upon Thames Local Plan adopted 3 July 2018

**NOW THIS DEED WITNESSETH** as follows:

1. THIS Deed is made pursuant to Section 106 of the 1990 Act and Section 16 of the Greater London Council (General Powers) Act 1974 (and all other powers enabling) and the obligations contained in this Deed are planning



obligations insofar as they fall within the terms of Section 106 of the 1990 Act and this Deed takes effect on the date hereof.

2. SUBJECT to the grant of the Planning Permission the Owner and the Council hereby make the following covenants with each other:

2.1 the Owner shall pay the Highways Contribution to the Council on or before the Due Date

2.2 the Owner shall pay to the Council the Council's legal costs in considering and approving this Deed in the sum of £450 on the execution of this agreement (unless such costs have been paid beforehand)

2.3 the Council covenants with the Owner:

2.3.1 to notify Transport for London within 10 working days of receipt of the Highways Contribution that the Council is in receipt of the Highways Contribution;

2.3.2 to pay the Highway Contribution received to Transport for London subject to having first obtained written confirmation from Transport for London that it will:

2.3.2.1 apply the Highways Contribution solely for the purposes for which the payment was made pursuant to this Deed;

2.3.2.2 return any unspent part of the Highways Contribution to the Council after the expiry of seven years from the date of receipt or if the Planning Permission is quashed following a successful legal challenge;

2.3.3 in the event that the Highways Contribution is received by the Council from the Owner and the document specified in clause 2.3.2 is not received within seven years of the date of receipt or in the event that the Council receives a payment from Transport for London under clause 2.3.2.2 then in each case the Council shall refund to the Owner the unspent contribution within 10 working days of a written request from the Owner to do so

### 3. GENERAL

#### *Miscellaneous declarations*

3.1 Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa

3.2 A reference to a clause is a reference to a clause contained in this Deed

- 3.3 The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns
- 3.4 If any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible
- 3.5 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

*Local land charge provisions*

- 3.6 This Deed is a Local Land Charge and shall be registered in the Council's Register of Local Land Charges immediately on completion hereof and the Council shall remove such entry in the Register of Local Land Charges as soon as reasonably possible following both satisfaction of all obligations in this Deed and a request having been made in writing to the Council by the Owner to do so

*Reference to statutes and statutory instruments*

- 3.7 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

*English law applicable*

- 3.8 The construction validity and performance of this Deed shall be governed by English law

*Effect of revocation of planning permission*

- 3.9 In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owners or their successors in title the obligations of the Owners under this Deed shall thereupon cease absolutely

*Liability of subsequent owners and release of former owner*

- 3.10 The provisions hereof shall be enforceable by the Council against the Owners and all persons who shall have derived title through or under it in respect of the Property (but no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its interest in such title)

*Effect of covenant*

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



as if it were a covenant not to omit or permit or suffer such act or thing to be omitted to be done

*Contracts (Rights of Third Parties) Act 1999*

- 3.12 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or be capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definition of the Council and the Owners

*Termination or Release*

- 3.13 This Deed shall determine and cease to have any further effect (without any further act or deed on the part of either Council or the Owner) if the Planning Permission is not granted within two months of the date hereof or if having been granted the Planning Permission is varied or revoked other than at the request of the Owner or the Planning Permission having been granted is quashed following a successful legal challenge or if the Planning Permission shall lapse through effluxion of time and in any such case any sums paid by the Owner under this Deed shall be repaid to the Owner by the Council forthwith together with interest at the Base Rate of Barclays Bank PLC from the date such sums were received by the Council until the date of repayment.

*Interest on late payment*

- 3.14 If any of the Highways Contribution as may be due under Clause 2.1 in this Deed is not paid to the Council within the timescales stipulated therein, then interest shall be paid on such contribution at the rate of 4% above the base rate of Barclays Bank plc from time to time in force from the date that the contribution became due to the date of actual payment

*Community Infrastructure Levy Regulations*

- 3.15 The terms of this deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably relate in scale and kind to the Development

*Dispute resolution*

- 3.16 In the event of any dispute arising in respect of any matter contained in this Deed save as to matters regarding its legal construction then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an expert being an independent person to be agreed upon between the parties hereto or at the request and option of either of them to be nominated by or on behalf of the President for the time being of the Royal Town Planning Institute and such expert shall act as an expert and not as an arbitrator and whose decision shall be

final and binding on the parties hereto and whose costs shall be in his award.

The expert shall be appointed subject to an express requirement that they reach their decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight (28) days from the date of their appointment to act.

The expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten (10) working days written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further five (5) working days in respect of any such submission and material and the expert's decision shall be given in writing within twenty eight (28) days of this appointment with reasons and in the absence of manifest error shall be binding on the parties.

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

The Common Seal of the **London Borough of Richmond upon Thames** was hereunto affixed in the presence of:

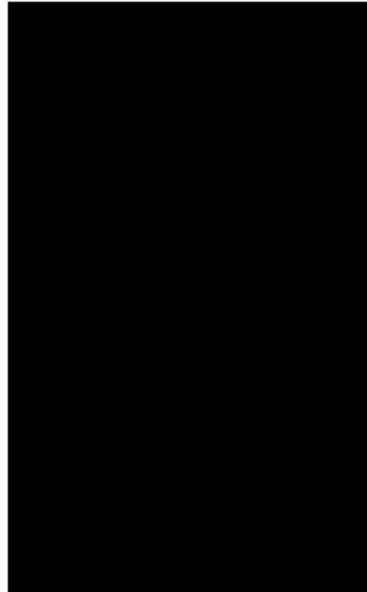
Authorised signatory



Seal register number: 2907413

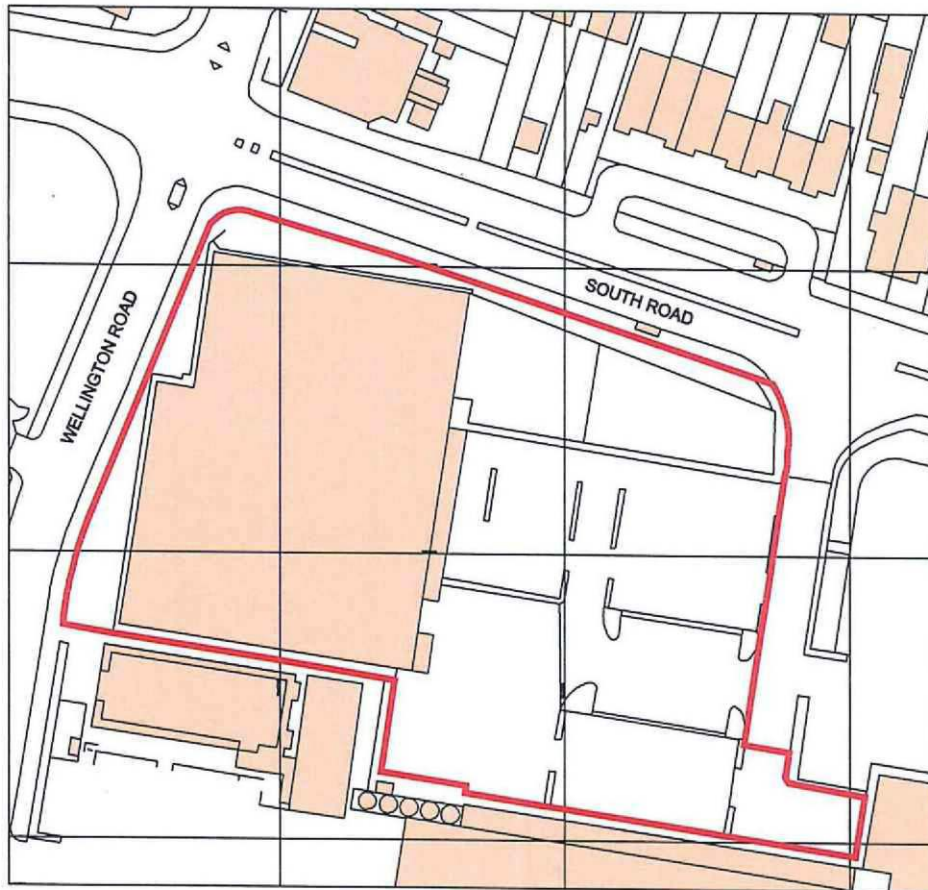


SIGNED as a DEED by )  
LIDL U.K. GMBH a company incorporated )  
in Germany acting by [ I. FISCHER ] )  
and [ D. KAHL ] who, in accordance )  
with the laws of that territory are acting )  
under the authority of the company )



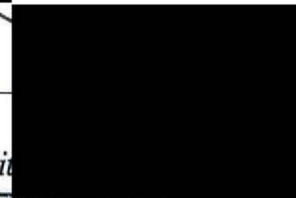
**Annex 1**  
**Site Location Plan**





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Plan



**& POOLE** chartered architects  
**PATTLE**

Project LIDL, SOUTH ROAD, TWICKENHAM	Date NOV 2018	Scale 1:1250 @ A4
Drawing SITE LOCATION PLAN	3900	110

Dated <sup>LET DATE</sup> 17th November 2019

Lidl UK GmbH

-and-

The Mayor and Burgesses of the  
London Borough of Richmond upon Thames

---

**DEED OF AGREEMENT**

made under Section 106 of the  
Town & Country Planning Act 1990  
relating to former Wickes Unit, 50 South Road, Twickenham TW2 5NT

Ref 18/4072/VRC

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**BETWEEN**

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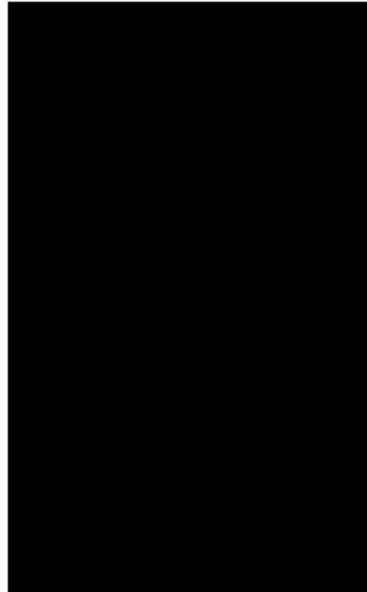
Authorised signatory



Seal register number: *2907413*

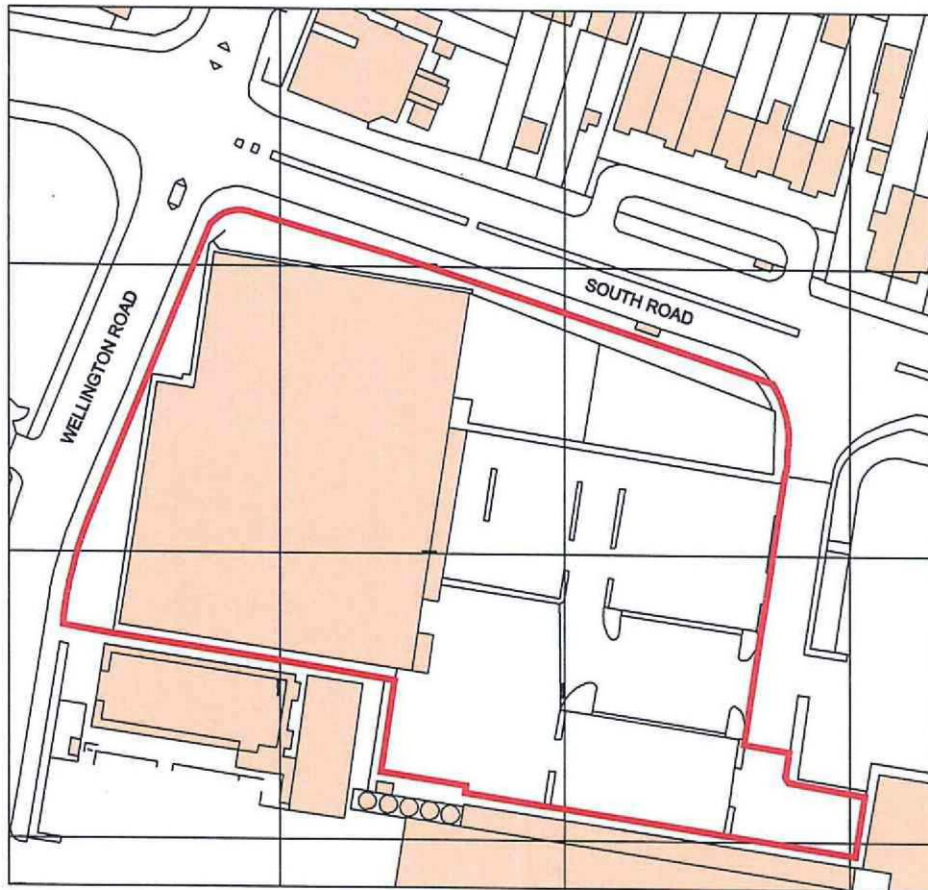


SIGNED as a DEED by )  
LIDL U.K. GMBH a company incorporated )  
in Germany acting by [ I. FISCHER ] )  
and [ D. KAHL ] who, in accordance )  
with the laws of that territory are acting )  
under the authority of the company )





**Annex 1**  
**Site Location Plan**



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Plan



**& POOLE** chartered architects  
**PATTLE**

Project LIDL, SOUTH ROAD, TWICKENHAM	Date NOV 2018	Scale 1:1250 @ A4
Drawing SITE LOCATION PLAN	3900	110

Dated <sup>LET DATE</sup> 17th November 2019

Lidl UK GmbH

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