

# OPEN SPACE AND PLAYING PITCHES ASSESSMENT ADDENDUM

## THE FORMER STAG BREWERY, MORTLAKE ON BEHALF OF RESELTON PROPERTIES LIMITED

July 2020



**GERALDEVE**

## Open Space and Playing Pitches Assessment Addendum

**The Former Stag Brewery, Mortlake**  
Reselton Properties Limited  
July 2020

NTH/SJT/SKG/J7699

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# 1 Background

- 1.1 This Open Space and Playing Pitches Assessment Addendum has been prepared by Gerald Eve LLP as an addendum to the Revised Open Spaces and Playing Pitches Assessment, dated May 2019 submitted under Applications A, B and C (refs. 18/0547/FUL, 18/0548/FUL and 18/0549/FUL) ('the Applications'), in respect of the former Stag Brewery Site in Mortlake ('the Site') within the London Borough of Richmond Upon Thames ('LBRuT'). The Applications are for the comprehensive redevelopment of the Site. This document has been prepared on behalf of Reselton Properties Limited ('the Applicant'). A summary of the Applications is set out below:
- a) Application A – hybrid planning application for comprehensive mixed use redevelopment of the former Stag Brewery site consisting of:
    - i. Land to the east of Ship Lane applied for in detail (referred to as 'Development Area 1' throughout); and
    - ii. Land to the west of Ship Lane (excluding the school) applied for in outline (referred to as 'Development Area 2' throughout).
  - b) Application B – detailed planning application for the school (on land to the west of Ship Lane).
  - c) Application C – detailed planning application for highways and landscape works at Chalkers Corner.
- 1.2 This document should be read alongside the information and assessment contained within the Open Space and Playing Pitches Assessment submitted to LBRuT in May 2019.
- 1.3 The Applications were submitted in February 2018 to LBRuT. The Applications are related and were proposed to be linked via a Section 106 Agreement. In May 2019, a package of substitutions was submitted to LBRuT for consideration, which sought to address comments raised by consultees during determination. On 29 January 2020, the Applications were heard at LBRuT's Planning Committee with a recommendation for approval. This scheme is thereafter referred to as "the Original Scheme".



- 1.4 The Committee resolved to grant Applications A and B, and refuse Application C. The granting of Applications A and B was subject to the following:
- a) Conditions and informatives as set out in the officer's report, published addendum and agreed verbally at the meeting;
  - b) Amendments to the Heads of Terms and completion of a Section 106 Legal Agreement which was delegated to the Assistant Director to conclude;
  - c) No adverse direction from the Greater London Authority ('GLA'); and
  - d) No call in by the Secretary of State for Housing, Communities and Local Government.
- 1.5 The Applications have been referred to the GLA and the Mayor has given a direction that he will take over the determination of the Applications and act as local planning authority in relation to all three applications.
- 1.6 The Applicant has engaged with the GLA in respect of the proposed amendments to the scheme, referred to throughout this document as the 'Revised Scheme'. As a result of these discussions, a number of changes have been made to the scheme proposals which are summarised as follows:
- a) Increase in residential unit provision from up to 813 units (this includes the up to 150 flexible assisted living and / or residential units) to up to 1,250 units;
  - b) Increase in affordable housing provision from up to 17% to up to 30%
  - c) Increase in height for some buildings, of up to three storeys compared to the Original Scheme;
  - d) Change to the layout of Buildings 18 and 19, conversion of Block 20 from a terrace row of housing to two four storey buildings;
  - e) Reduction in the size of the western basement, resulting in an overall reduction in car parking spaces of 186 spaces and introduction of an additional basement storey beneath Building 1 (the cinema);

- f) Other amendments to the masterplan including amendments to internal layouts, re-location and change to the quantum and mix of uses across the Site, including the removal of the nursing home and assisted living in Development Area 2;
  - g) Landscaping amendments, including canopy removal of four trees on the north west corner of the Site; and
  - h) Associated highways works may be carried out on adopted highways land.
- 1.7 The submission documents have tested an affordable housing provision of 30%. However, it should be noted that the final affordable housing level is subject to further viability testing and discussions with the GLA.
- 1.8 Minor amendments have also been made to the road and pedestrian layouts for the school (Application B). No other amendments are proposed to Application B. No amendments are proposed to the physical works proposed under Application C, although alternative options within the highway boundaries for mitigating the highway impact of the amended proposals have been assessed within the relevant substitution documents for Applications A and B and are the subject of ongoing discussions with the GLA and TfL.
- 1.9 The changes proposed within these substitutions do not affect the proposed playing pitches.
- 1.10 A more detailed summary is included within the Planning Statement Addendum and Design and Access Statement Addendum submitted with the Revised Scheme documents.
- 1.11 These changes are being brought forward as substitutions to Applications A,B and C (refs. 18/0547/FUL;18/0548/FUL and 18/0549/FUL), which are related applications (to be linked via a Section 106 Agreement).
- 1.12 It is important to note that no changes are proposed to the physical works proposed under Application C – the only change to this application is that the supporting documents (which include all documents submitted under Applications A and B) have been updated in the context of the proposed changes to the scheme as sought under Applications A and B. Application C was resolved to be refused by LBRuT at Committee on 29 January 2020. As a result, whilst the works proposed in

Application C are still an available option, the Applicant has progressed alternative approaches for addressing and mitigating the impacts on surrounding highways, and these have been tested within the relevant substitution documents for Applications A and B. All of these options are subject to ongoing discussions and testing with TfL. They are all within the existing highway boundaries and if agreed would not, in themselves, require planning consent.

1.13 Accordingly, Application C remains 'live' within this substitution package.

## 2 Updated Appendices

- 2.1 This section sets out what documents have been appended to this OSSPA Addendum and how they have changed.
- 2.2 Appendix A: The Sketchbook, prepared by Gillespies has been revised to reflect the proposed area and layouts of the landscape elements of the revised proposals. The Sketchbook continues to contain details on the: Landscape Masterplan, green space and publicly accessible green space, amenity space and publicly accessible amenity open space and existing and proposed OOLTI space.
- 2.3 Appendix B: Extensive consultation has been undertaken with Sport England throughout the determination period of the Original Scheme. The Briefing Note, prepared by SLC, dated October 2019 represents the final details issued to Sport England during the Applicant's consultation with them. In response to the provision of these details, Sport England formally withdrew their statutory objection to the scheme, subject to planning conditions. Some of the drawings and documents appended to SLC's Briefing Note have moved on since this consultation<sup>1</sup>, however the principle of the Briefing Note remains unchanged.
- 2.4 Appendix C: the latest Community Use Agreement (CUA) has been appended to this OSSPA Addendum. The CUA has been updated to incorporate the track changes shown in the CUA appended at Appendix 1 of SLC's Briefing Note, dated October 2019. Therefore, the contents of the CUA are unchanged.
- 2.5 Appendix D: Extensive consultation has been held with LBRuT throughout the determination period of the Original Scheme in respect of the proposed playing pitches. Appendix D is an acoustic briefing note, prepared by Watermans, dated 17 December 2019 which demonstrates the position agreed with LBRuT and the Applicant in respect the proposed installation of a 2.5m acoustic fence to the northern and western perimeters of the proposed Artificial Grass Pitch.

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<sup>1</sup> Appendix 4: The School Landscape DAS has been revised, Appendix 5: Drawings refs: P10736-00-001-130-05; P10736-00-001-131-05; P10736-00-001-132-07 and P10736-00-001-133-08 have been revised.

### 3 Scheme Changes

3.1 The following changes to the scheme have resulted in alterations to the proposed open space and playspace at the development:

- i. Increased provision in up to 1,250 residential units in total has led to an increase in the quantum of playspace required to be delivered at the site;
- ii. Various open space configuration and landscape amendments have been made at the site, partly in connection to the changes in the playspace requirements and also in connection to the reconfiguration of Blocks 18 and 19 in Development Area 2; and
- iii. Minor changes to the transport access layouts associated with Application B (the school).

3.2 The landscaping changes are set out in detail in the Revised Landscape Design and Access Statements for both Applications A and B, prepared by Gillespies which have been submitted in support of the scheme changes.

3.3 The following table sets out the types of open space proposed and the associated quantum and compares the provisions proposed between the Original Scheme and the 2020 Revised Scheme:

<b>Type of Open Space</b>	<b>Original Scheme (sqm)</b>	<b>Revised Scheme (sqm)</b>	<b>Net Change (+/-) (sqm)</b>
Public Green Space	8,499	9,314	+815
Public Space	17,474	22,210	+4,736
Courtyard Green Space	4,948	4,979	+31
Courtyard Space	7,325	7,650	+325



Private Amenity Space	5,912	4,000	-1,912
Private Green Space	2,990	637	-2,353
School Open Space	14,144	13,827	-317
Overall Amenity Open Space	47,537	47,687	+150
<b>Total Publicly Accessible Amenity Open Space</b>	<b>38,943</b>	<b>43,687</b>	<b>+4,744</b>

- 3.4 The table shows that the Revised Scheme provides a substantially greater amount of publicly accessible amenity open space (+4,744sqm), in comparison to the Original Scheme.
- 3.5 No changes are proposed to Application C, therefore the assessment provided in the OSPPA and Revised OSPPA still stand in respect of Application C. Although Application C is not changing under these substitutions, alternative options are being progressed and discussed with the GLA and TfL. The alternative options do not result in any changes to the assessments pursuant to Application C provided in the OSPPA or the Revised OSPPA. Furthermore, the alternative options being progressed do not affect OOLTI land and therefore have not been assessed within this addendum.

## 4 Planning Policy Update

4.1 Since the submission of the OSPPA to LBRuT in February 2018, the following planning policy changes have occurred:

- i. July 2018 – London Borough of Richmond upon Thames Local Plan adopted;
- ii. October 2019 - GLA Population Yield Calculator adopted; and
- iii. December 2019 – Intend to Publish London Plan published.

4.2 The following paragraphs set out what changes the recently adopted planning policy has brought about at the site in terms of open space and playing pitches.

### London Borough of Richmond upon Thames Local Plan Adoption

4.3 The adoption of the LBRuT's Local Plan superseded the previous planning policies included with the Development Management Plan.

4.4 The adoption of the Local Plan confirmed that the Site Allocation (SA 24) for the Site would include the requirement to provide a secondary school, as opposed to a primary school, as is set out in the Adopted Site Planning Brief. A full assessment of the requirement for a secondary school at the site was included within the OSPPA and Revised OSPPA and is therefore not repeated in this document.

4.5 A full assessment of the now adopted Local Plan Policies LP14, LP31 and LP12 was included within the OSPPA and Revised OSPPA. Although an update to these assessments is provided in this document to reflect the scheme revisions the conclusions remain the same.

### GLA Population Yield Calculator (2019)

4.6 The GLA Population Yield Calculator is a tool for estimating population yield from new housing development. The calculator provides users with an indication of the possible number and age of children that could be expected to live in a new housing development of a given bedroom or tenure mix. The population yield feeds into a calculation to establish the required amount of playspace to be delivered at a development.

- 4.7 The quantum of playspace proposed in the revised scheme has been calculated using the GLA's 2019 Population Yield calculator.

Intend to Publish London Plan (December 2019)

- 4.8 The Intend to Publish London Plan does not have any impacts on the previous assessment of the Draft London Plan policies included within the submitted OSPPA and Revised OSPPA documents regarding open space and provision of playing pitches and playspace included in the Revised OSPPA, dated May 2019.

Other Planning Policy and Guidance Assessments

- 4.9 The Planning Policy and Guidance Assessments included within the OSPPA and Revised OSPPA in respect of the Sport England Exception Tests in terms of playing pitches remain relevant and still stand.

## 5 Assessment of Scheme Changes

- 5.1 The existing grass playing pitches and some adjacent land (non-playing fields) remain designated as OOLTI under LBRuT's adopted policies. As described in the OSPPA and Revised OSPPA documents, these policies seek to protect and, where possible, enhance the existing OOLTI. This section will consider the scheme changes proposed under Applications A and B against relevant planning policy.
- 5.2 Now adopted LBRuT Local Plan Policies LP14, LP31 and LP12 address:
- i The redistribution of open space within comprehensive developments;
  - ii The need for proposals to provide public open and play space; and
  - iii The protection and enhancement of green infrastructure.
- 5.3 As such, this section will assess the scheme changes in respect of open space OOLTI land in the following categories, as per the OSPPA and Revised OSPPA:
- i. Appropriateness of redistributing the space; and
  - ii. Is the new space equivalent or improved in terms of quantity, quality and openness?
- 5.4 This section will also address the proposed Play and Sports Provision.

### Open Space

#### Appropriateness of Redistributing the Open Space

- 5.5 The Applications represent a major scheme and a regeneration proposal which includes community and social infrastructure including educational use. Consequently, the proposal remains clearly suitable for flexible consideration of how the existing OOLTI may be assessed and subsequently redistributed across the Site.
- 5.6 Therefore, the assessment provided in the OSPPA and Revised OSPPA documents on the appropriateness of redistributing the open space in line with Local Plan Policy LP14 still stands.

- 5.7 The Revised Scheme continues to propose the distribution of open space throughout the masterplan and Application B sites. This is demonstrated on page 7 of Appendix A which shows the distribution of the total publicly accessible amenity open space (43,687sqm) across the scheme.
- 5.8 The acceptability of the principle of redistributing the open space at the site was confirmed in the LBRuT committee report (paragraph 9.4.3) which states that the scheme's approach to the redistribution of the OOLTI space **“is acceptable, and will exceed the existing quantum”**. The acceptability of this approach is also confirmed in paragraph 7.1.142 in relation to both Application A and B.

#### Quantity

- 5.9 Against the existing provision on site (2.06ha), the proposals would deliver an overall increase in OOLTI of 39%. Against the Original Scheme, the proposed revisions will deliver +4,774sqm more publicly accessible open space.
- 5.10 Overall, total public accessible amenity space proposed (which includes accessible OOLTI areas) within the masterplan amounts to 4.36ha (see page 7 of Gillespies Sketchbook at Appendix A). This compares with the current situation of no publicly accessible open space at all.
- 5.11 Therefore, it is considered that the Revised Scheme will deliver substantial public benefits at the site through the provision of a significant amount of publicly accessible amenity space.

#### Quality

- 5.12 The LBRuT acknowledge that the quality of the existing OOLI **“does not have significant quality, whereby it is grassland; with no specific landscape features, and the use as playing fields preclude significant biodiversity value”**
- 5.13 The quality of the proposed OOLTI space has been thoroughly considered.



5.14 The quality of the proposed OOLTI space would be far superior to the quality of the existing grass pitches and the revised masterplan landscape approach continues to meet all relevant planning policies.

5.15 That the proposed spaces are of a different quality to the existing is acknowledged in paragraph 9.4.3 of the LBRuT committee report, dated 29 January 2020, which states: **“the proposed spaces are equivalent, albeit different, in quality, creating interesting and varied spaces with opportunities for visual interest, use and biodiversity, which are predominately open in character and accessible.”**

### Openness

5.16 Although a 2.5m acoustic fence is proposed to the Artificial Grass Pitch, it is considered that as this would be transparent and located at the edge of the site this would not prejudice the sense of openness across the site. The acoustic fence would also deliver acoustic benefits deemed as necessary to ensure that both existing and proposed residential amenity is maintained and delivered at and around the site, as set out at Appendix D.

5.17 There are no other changes within the Revised Scheme which would alter the degree of openness of the proposed open space compared to the Original Scheme.

5.18 In terms of Application A, paragraph 9.3.6 of the LBRuT Committee Report states that **“the community park, which forms part of Application A, preserves the openness and quality of the existing OOLTI in the southwest corner of the site”**. The Committee Report also acknowledges that the proposals will benefit OOLTI surrounding the site, notably at Mortlake Green **“whereby it opens up views into and out of the Green, and achieves a link between such spaces.”**

5.19 In terms of Application B the committee report from LBRuT (paragraph 9.4.3) recognises that **“the school has been sited to retain the openness of this part of the Brewery Site”**.

5.20 The Revised Scheme would continue to deliver a significantly greater degree of openness than is currently provided at the site, both in terms of openness from a visual perspective and also from an accessibility and usability perspective.

- 5.21 The Revised Scheme would continue to deliver new OOLTI to replace existing of a greater quantum, quality and openness and therefore meets the requirements of LBRuT's adopted planning policies.

### Green Infrastructure

- 5.22 The proposals continue to include substantial improvements to the green infrastructure and the site, including the provision of a 'green link'.

### **Play / Sports Provision**

#### Play provision

- 5.23 The Revised Scheme includes an increase in number of residential units. The required areas of play space have been re-calculated against this revised residential provision and determined based on current GLA guidelines.
- 5.24 Based on the revised residential quantum / mix, the GLA Population Yield Calculator (2019) requirements stipulate a target of 6,461m<sup>2</sup> of dedicated amenity play space is required within the Site as a whole (Development Areas 1 and 2), while LBRuT play standards require a target of 7,542 m<sup>2</sup>.
- 5.25 The proposed masterplan exceeds GLA required play space for Development Area 1 and Development Area 2. Across the Application A site a total of 7,534 sqm of playspace will be provided (Development Area 1: 3,980sqm and Development Area 2: 3,554sqm).
- 5.26 Across Application A and Application B a total of 10,356 sqm of playspace will be provided. This total is far in excess of both GLA and LBRuT requirements.
- 5.27 The play areas have been distributed throughout the site (see page 53 of the Revised Landscape Design and Access Statement, prepared by Gillespies). The configuration and quantum of playspace by age group is provided at page 54 of the same document.
- 5.28 The housing mix for Development Area 2 has not been fixed and so the quantum (in terms of overall area as well as for different age groups) and location may change once the detailed design is considered at Reserved Matters stage.

5.29 Therefore it is considered that the Applicant has demonstrated that it is possible to incorporate sufficient play space into the scheme in line with policy requirements.

### Sports Provision

5.30 The sports provision proposed within Application B is unchanged as a result of the proposed scheme revisions.

5.31 The proposals will assist in meeting the identified need in LBRuT for playing pitches (see paragraph 7.1.11 of the LBRuT committee report). Paragraph 1.1.18 of the same committee report goes on to state that the loss of the existing sports facilities “**can be mitigated in accordance with the requirements of the Development Plan and the NPPF**” and that, in respect of the existing playing fields/OOLTI “**whilst having access on arrangement only, do not provide unlimited public access. In comparison, the scheme provides extensive publicly accessible open areas, a significant benefit of the proposal**” (paragraph 7.1.147)

5.32 Furthermore, Sport England has confirmed that the proposed sports provision would: meet an identified need (in particular for 3G sports pitches), broadly complies with Sport England design guidance (subject to conditions) and would provide sufficient sporting benefits to the local community to outweigh the loss of the existing pitches (paragraph 7.1.18 of committee report).

5.33 Therefore, the assessments included in the OSPPA and Revised OSPPA still stand.

## Conclusion

- 5.34 This OSSPA Addendum finds that the revised masterplan would provide significant benefits in terms of open space against the Original Scheme. The Revised Scheme will deliver a substantially greater quantum (+4,744sqm) of significantly high-quality open space.
- 5.35 In terms of sports benefits the Revised Scheme will continue to enable a much greater level of participation in a wider range of sports, for a wider range of groups more often at the site.

## Appendix A



# STAG BREWERY

GILLESPIES

704 | SKETCHBOOK

Amenity Space and Green Space Calculation  
Sketchbook 704 - Rev 18

# LANDSCAPE CONCEPT

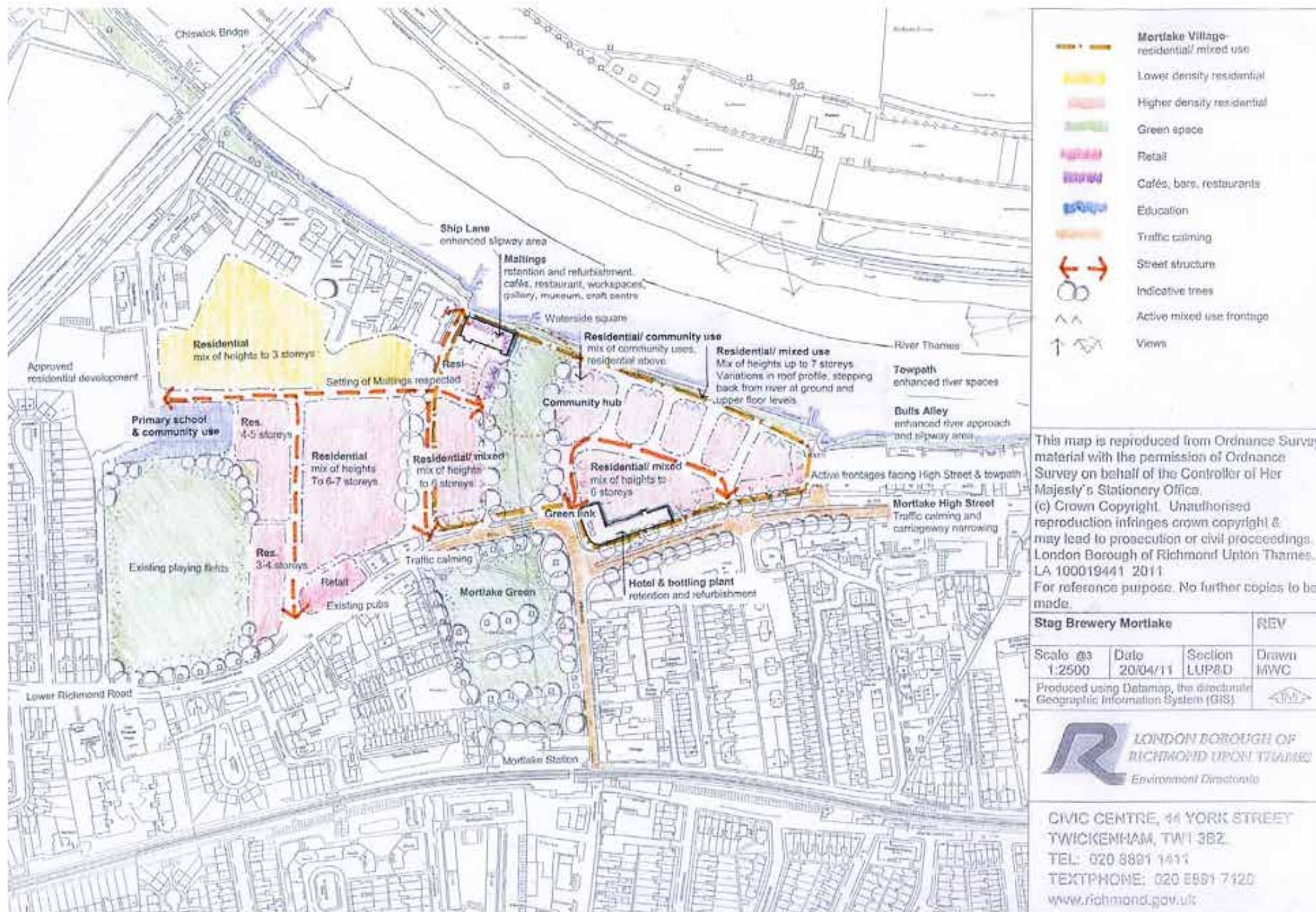
## Landscape Masterplan





# LANDSCAPE CONCEPT

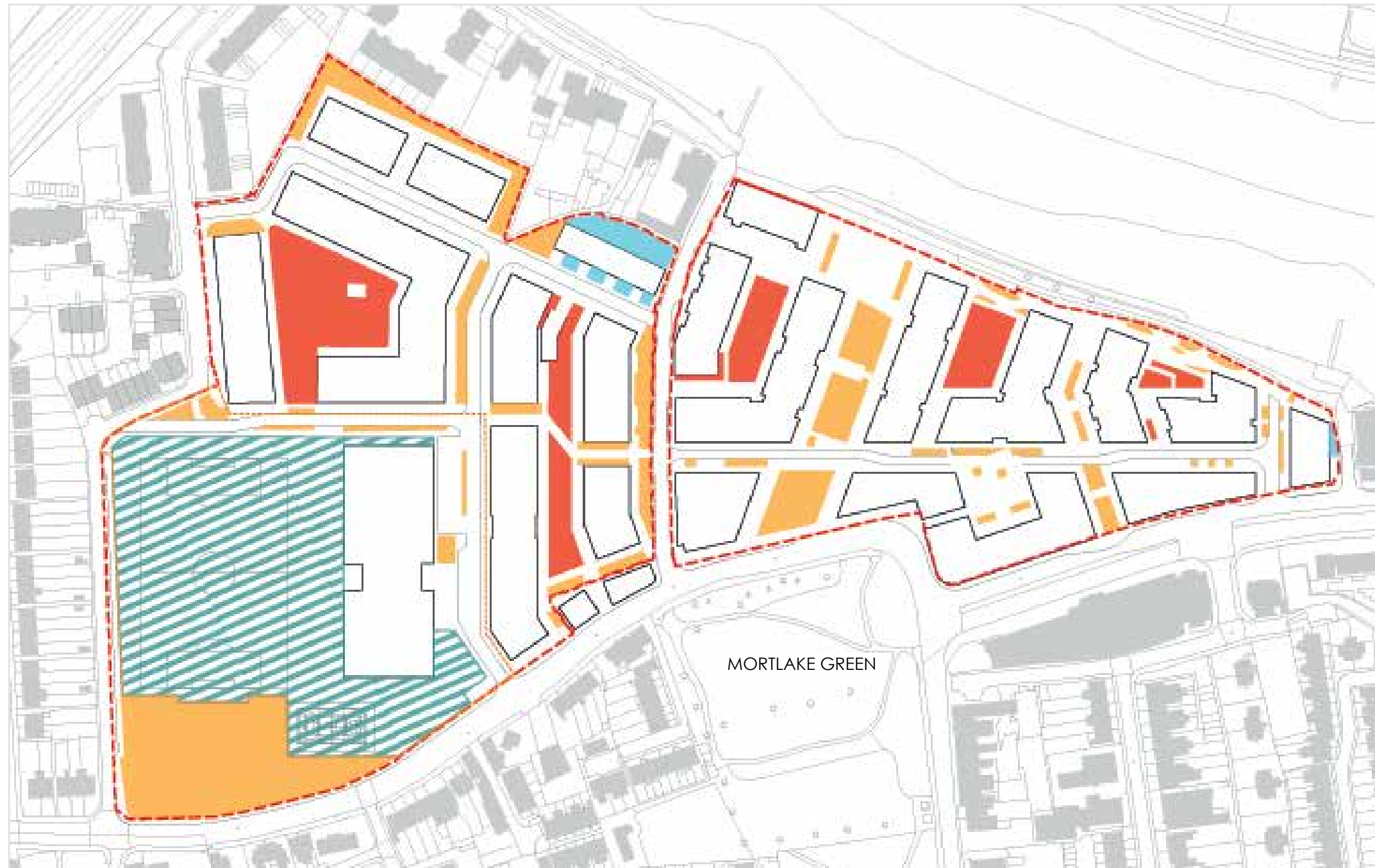
Council's Vision (From Supplementary Planning Document Stag Brewery, Mortlake, SW14 Planning Brief)



# LANDSCAPE CONCEPT

Total Green Space 28,757m<sup>2</sup>

Green Space - includes paths and intimate spaces for sitting and playing

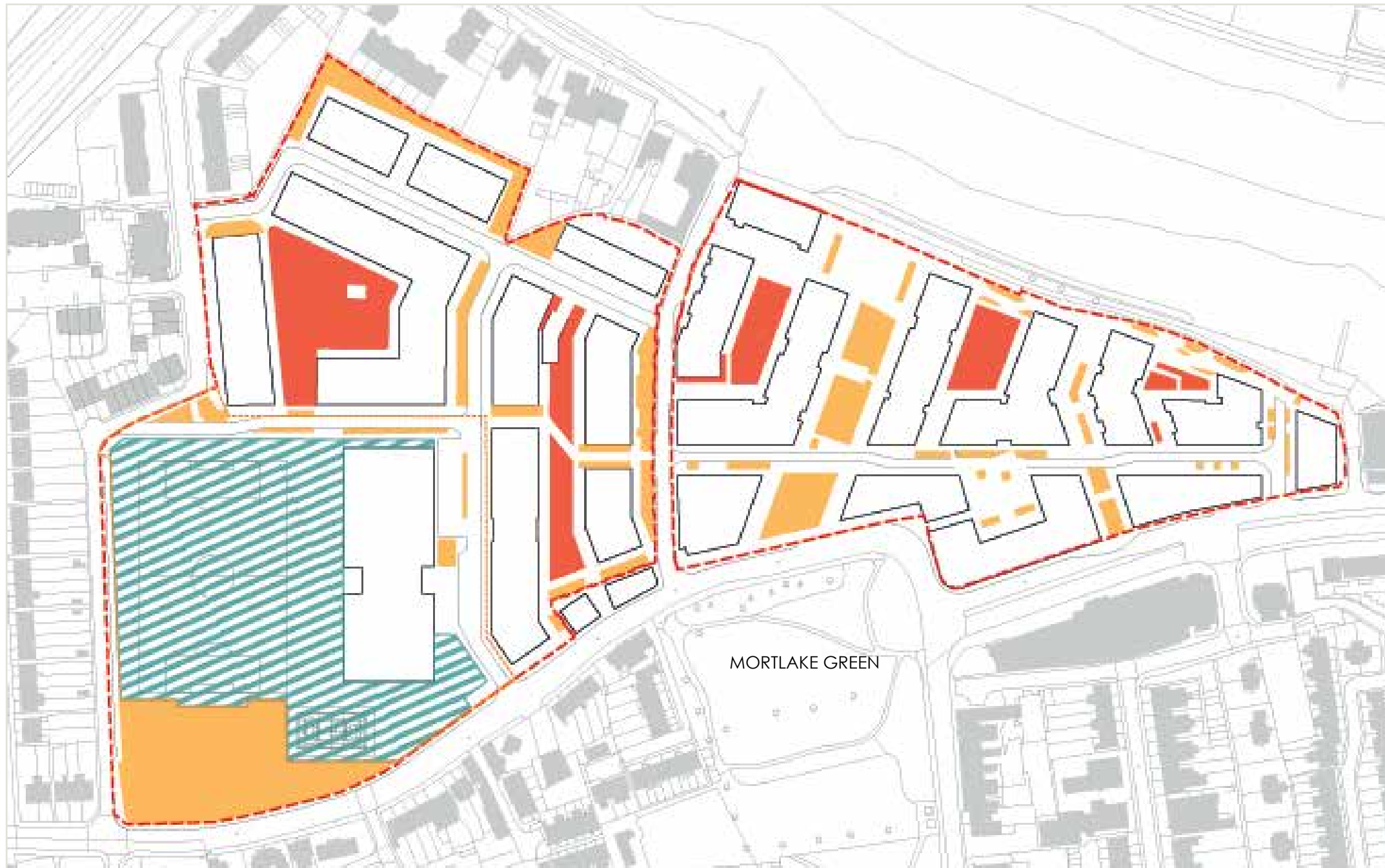


- Public Green Space (9,314m<sup>2</sup>)
- Courtyard Green Space (4,979m<sup>2</sup>)
- Private Green Space (637m<sup>2</sup>)
- School Open Space (13,827m<sup>2</sup>) (community agreement)
- Boundary



# LANDSCAPE CONCEPT

Total Publically Accessible Green Space 28,120m<sup>2</sup>

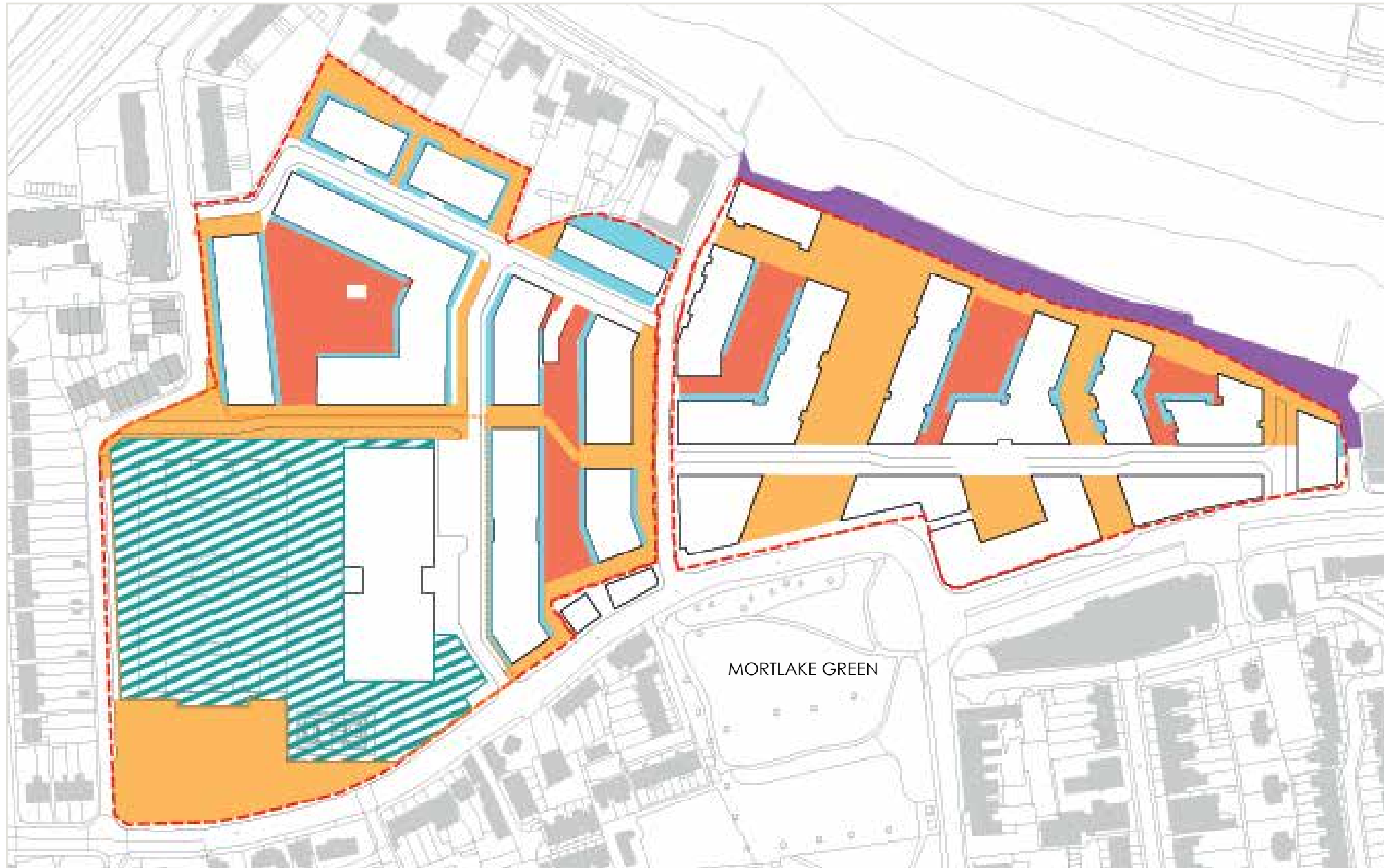


- Public Green Space (9,314m<sup>2</sup>)
- Courtyard Green Space (4,979m<sup>2</sup>)
- School Open Space (13,827m<sup>2</sup>) (community agreement)
- Boundary



# LANDSCAPE CONCEPT

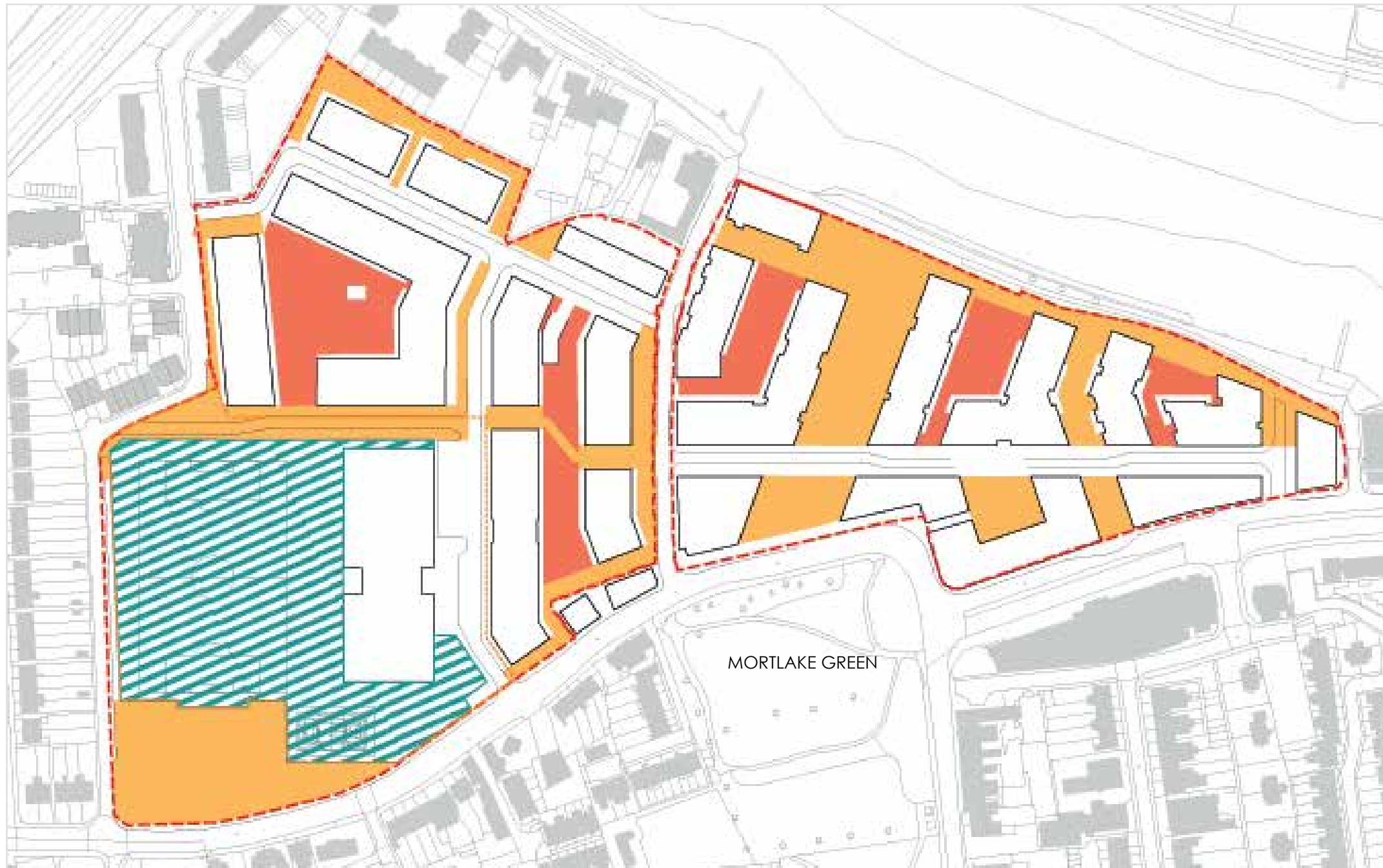
Overall Amenity Open Space (Including Towpath) 50,369m<sup>2</sup>  
(Excluding Towpath) 47,687m<sup>2</sup>



- Public Space (22,210m<sup>2</sup>)
- Courtyard Space (7,650m<sup>2</sup>)
- School Open Space (13,827m<sup>2</sup>)  
community agreement
- Private Space (4,000m<sup>2</sup>)
- Towpath (2,682m<sup>2</sup>)
- Boundary

# LANDSCAPE CONCEPT

Total Publically Accessible Amenity Open Space 43,687m<sup>2</sup>



- Public Space (22,210m<sup>2</sup>)
- Courtyard Space (7,650m<sup>2</sup>)
- School Open Space (13,827m<sup>2</sup>)  
(community agreement)
- Boundary

# LANDSCAPE CONCEPT

OOLTI: Watney's Sports Ground 20,620m<sup>2</sup>



- Local Plan Designation OOLTI (22,000m<sup>2</sup>)
- Watney's Sports Ground (20,620m<sup>2</sup>)
- Boundary

# LANDSCAPE CONCEPT

## Watney's Sports Ground (Existing) and on-site New Public Accessible Amenity Open Space Proposal Comparison



- Public Space Near OOLTI (5,957m<sup>2</sup>)
- School Open Space (13,827m<sup>2</sup>) (community agreement)
- = Total New Amenity Space Proposal (19,784m<sup>2</sup>)
- OOLTI Watney's Sports Ground (20,620m<sup>2</sup>)
- Boundary

# LANDSCAPE CONCEPT

## Space Calculations

### Green Space Calculations

**Total Green Space = 28,757m<sup>2</sup>**

Public Green Space = 9,314m<sup>2</sup>

Courtyard Green Space = 4,979m<sup>2</sup>

School Open Space = 13,827m<sup>2</sup>

Private Green Space = 637m<sup>2</sup>

### Amenity Open Space Calculations

**Total Open Space = 47,687m<sup>2</sup>**

Public Space = 22,210m<sup>2</sup>

Courtyard Space = 7,650m<sup>2</sup>

School Open Space = 13,827m<sup>2</sup>

Private Space = 4,000m<sup>2</sup>

**Total Open Space Including Towpath = 50,369m<sup>2</sup>**

Towpath = 2,682m<sup>2</sup>

### Watney's Sports Ground Calculations

**Watney's Sports Ground = 20,620m<sup>2</sup>**

### Local Plan Designation OOLTI Calculations

**Local Plan Designation OOLTI = 22,000m<sup>2</sup>**



Revision No.	Issue Date:	Prepared by:	Approved by:
00 - Draft Issue	16/11/2016	RJ	RC
01 - Draft Issue	17/11/2016	RJ	RC
02 - Draft Issue	05/12/2016	RJ	RC
03 - Draft Issue	14/12/2016	RJ	RC
04 - Draft Issue	20/12/2016	RJ	RC
05 - Revised Issue	31/01/2017	RJ	RC
06 - Revised Issue	13/02/2017	RJ	RC
07 - Revised Issue	17/02/2017	RJ	RC
08 - Revised Issue	16/03/2017	RJ	RC
09 - Revised Issue	10/05/2017	RJ	RC
10 - Revised Issue	14/06/2017	RJ	RC
11 - Revised Issue	27/06/2017	RJ	RC
11 - Revised Issue	27/06/2017	RJ	RC
12 - Revised Issue	12/07/2017	RJ	RC
13 - Revised Issue	17/08/2017	RJ	RC
14 - Revised Issue	22/08/2017	RJ	RC
15 - Revised Issue	14/09/2017	RJ	RC
16 - Revised Issue	17/01/2018	RJ	RC
17 - Revised Issue	25/01/2018	RJ	RC
18 - Revised Issue	24/04/2020	RM	CL

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## Appendix B





## BRIEFING PAPER – CONFIDENTIAL

<b>PROJECT:</b>	<b>Reselton Properties Limited – The Stag Brewery</b>
<b>SUBJECT:</b>	<b>Response to Sport England regarding planning applications 18/0547/FUL and 18/0548/FUL – The Stag Brewery (SE Ref: PA/18/L/RT/48632 and PA/18/L/RT/48635)</b>
<b>DATE:</b>	<b>October 2019</b>

### 1. Introduction

- 1.1 Reselton Properties Limited ('the Applicant') has submitted three linked planning applications for the comprehensive redevelopment of the former Stag Brewery Site in Mortlake ('the Site') within the London Borough of Richmond Upon Thames ('LBRuT').
- 1.2 The former Stag Brewery Site is bounded by Lower Richmond Road to the south, the river Thames and the Thames Bank to the north, Williams Lane to the east and Bulls Alley (off Mortlake High Street) to the west. The Site is bisected by Ship Lane. The Site currently comprises a mixture of large scale industrial brewing structures, large areas of hardstanding and playing fields.
- 1.3 The redevelopment will provide homes (including affordable homes), a Care Village for an older population, complementary commercial uses, community facilities, a new secondary school alongside new open and green spaces throughout. Associated highway improvements are also proposed, which include works at Chalkers Corner junction.
- 1.4 The three planning applications are as follows:
  - Application A – hybrid planning application for comprehensive mixed use redevelopment of the former Stag Brewery site consisting of:
    - i. Land to the east of Ship Lane applied for in detail (referred to as 'Development Area 1' throughout); and
    - ii. Land to the west of Ship Lane (excluding the school) applied for in outline detail (referred to as 'Development Area 2' throughout).
  - Application B – detailed planning application for the school (on land to the west of Ship Lane).
  - Application C – detailed planning application for highways and landscape works at Chalkers Corner.
- 1.5 Full details and scope of all three planning applications are described in the submitted Planning Statement, prepared by Gerald Eve LLP.
- 1.6 Sport England issued a response on 30 April 2018 to the application in their role as a statutory consultee. Sport England objected to the application, with specific reference to Application B, on the basis of requiring further assurances with regard to the design of the sports facilities and a Section 106 to assist the relocation of the current site users.
- 1.7 Subsequently, following a review of the Substitution Pack issued by LBRuT in May 2019, Sport England responded further on 16 July 2019 the points of which are incorporated into this briefing paper.



- 1.8 It stated that “*Sport England considers that our statutory objection to Application B should be satisfactorily addressed before we remove our objection to this application*”.
- 1.9 This briefing note summarises the main issues raised by Sport England’s responses previously and in July 2019 and how they have been addressed by the Applicant.
- 2. Issues raised by Sport England and Applicant Response**
- 2.1 Sport England would wish for the current user of the site, Barnes Eagles, to be identified as a user group within the Community Use Agreement and have the benefit of a preferential rate for using the new pitch.
- *Barnes Eagles has been identified in the Community Use Agreement as a Partner Club, which ensures their preferential rate and access arrangements. This reflects the Section 106 under which a licence will be granted to Barnes Eagles FC securing their use of the new pitch for two nights a week between 7pm and 9pm and between 9am to 3.30pm on Sundays, August to May inclusive in exchange for payment of £6,000 per annum. – See **Stag Brewery – Community Use Agreement 13.9.19 to LPA(66862382\_2) – Stag Brewery – Community Use Agreement(66862382\_3)(67309210\_1)** and **Section 106 Clean 5.9.19 to LPA(66860569\_1)(67284128\_1) – Section 106 Stag Brewery as of 24.9.19(67149566\_1)(67284705\_1)**.*
  - *The agreed cost of £6,000 per season for the use of the pitch as set out in the Barnes Eagles FC licence and Draft Community Use Agreement compares with a cost of £41,409.00 per season for the same hours of use at the costs specified in the draft Community Use Agreement – a discount of £35,409 (85.5%) per season for Barnes Eagles FC.*
  - *The Section 106 agreement specifies that “The Owner covenants with the Council so as to bind its interest in the School Land as follows:....(b) not to Occupy the School prior to entering into the Community Use Agreement.” – See **Section 106 Clean 5.9.19 to LPA(66860569\_1)(67284128\_1) – Section 106 Stag Brewery as of 24.9.19(67149566\_1)(67284705\_1)**.*
- 2.2 Sport England requires that planning conditions and a Section 106 agreement ensure that the youth teams have access to a pitch during the construction period and access to another site on a permanent basis.
- *The Section 106 agreement includes Head of Terms for a Barnes Eagles licence which will ensure:*
    - a. *Barnes Eagles FC is granted a Temporary Licence permitting the use of the Football Pitch and the Sports Pavilion by Barnes Eagles until the redevelopment of the School Land*
    - b. *Development on the Football Pitch and demolition of the Sports Pavilion will not commence until the Temporary Licence has been terminated and a contribution of £90,750 towards either the provision of temporary football pitches for use by Barnes Eagles whilst the Development is being constructed or for the future costs of Barnes Eagles associated with the Development has been paid to the Council*
    - c. *A further Barnes Eagles Contribution would be paid to the Council in the event that the new facilities were not ready for use before the 1 July of the third year following termination of the Temporary Licence. – See **Section 106 Clean 5.9.19 to LPA(66860569\_1)(67284128\_1) – Section 106 Stag Brewery as of 24.9.19(67149566\_1)(67284705\_1)**.*



- *Barnes Eagles FC have agreed in principle to these Heads of Terms and have identified a number of potential alternative sites which have confirmed that they have capacity to accommodate their use during a construction period. The Applicant understands that the Club has not yet finalised any arrangements for alternative pitch provision during the construction period as they do not at this stage know when that will commence. The Club has confirmed agreement with the Heads of Terms in a letter enclosed. – See **Letter of Comfort Stag Brewery 17 07 19.***

2.3 Sport England will require a Community Use Agreement for all school sports facilities.

- *The Section 1.06 agreement specifies that “The Owner covenants with the Council so as to bind its interest in the School Land as follows:....(b) not to Occupy the School prior to entering into the Community Use Agreement.”– See **Section 106 Clean 5.9.19 to LPA(66860569\_1)(67284128\_1) – Section 106 Stag Brewery as of 24.9.19(67149566\_1)(67284705\_1) and Stag Brewery – Community Use Agreement 13.9.19 to LPA(66862382\_2) – Stag Brewery – Community Use Agreement(66862382\_3)(67309210\_1).***

2.4 Sport England requires all sports facilities to meet guidance for Sports Halls (2012), Artificial Surfaces for Outdoor Sports (2013) & FA Guide to 3G Football Turf Pitches.

- *See drawings listed below for indoor facilities and **Landscape DAS Section 5.10, 5.11 and Drawing No’s P10736-00-001-130-05, P10736-00-001-131-05, P10736-00-001-132-07, P10736-00-001-133-08** for outdoor facilities.*

Z3 School - Proposed Site Plan	C645_Z3_P_AL_001 Rev A
Z3 School - Proposed Ground Floor Plan	C645_Z3_P_00_001 Rev A
Z3 School - Proposed First Floor Plan	C645_Z3_P_01_001
Z3 School - Proposed Second Floor Plan	C645_Z3_P_02_001
Z3 School - Proposed Roof Plan	C645_Z3_P_RF_001 Rev A
Z3 School - Proposed Elevations	C645_Z3_E_AL_001 Rev A
Z3 School - Proposed Sections	C645_Z3_S_AL_001
Z3 School - Proposed Bay Study Elevation	C645_Z3_E_01_001

2.5 All sports facilities must meet design guidance, but SE requires more detailed plans for ATP and MUGA to include court dimensions, and the same applies to the design of the Sports Hall (including the internal height). The Artificial Pitch should also have goal recesses and details of fencing should be provided. The plans should include written dimensions.

2.6 Sport England highlighted in 16 July that to meet exception 5, Sport England requires all sports facilities to meet its design guidance so that they are fit for purpose and meet the needs of the school and the community.

2.7 Sport England requires a more detailed plan of the artificial pitch and the MUGA to include pitch and court dimensions, for example, to check that safe run-off has been included and the same applies to the design of the sports hall (including the internal height).

2.8 The artificial pitch should also have goal recesses (for goal storage) and details of the fencing should also be provided (the FA recommend 4.5m high fencing for artificial pitches and at least 3m run-off around the pitches). The plans should include written dimensions.

- *As above (2.4). Updated designs were provided to Vicky Aston and discussed in a teleconference on 20<sup>th</sup> September 2019 in which it was confirmed that the designs appeared to meet the specifications of the guidance from a Sport England perspective.*



- 2.9 Sport England have requested that the School's MUGA is designed so that it can be accessed by the community at weekends and potentially form part of the park, although this will require further consideration of how the MUGA will be managed.
- *The MUGA has been designed in accordance with Sport England Design Guidance - See drawings listed in 2.4.*
  - *The community use agreement enables community use of the MUGA at evenings and weekends as specified.*
  - *Community use management will be the responsibility of the School and they will be required to put a solution in place that complies with the Planning Conditions. Given the School is not yet an entity – this will need to be confirmed at a later date. Sport England are requested to acknowledge that this will be addressed and evidence provided post planning.*
- 2.10 Sport England would object to the proposal if the facility is not floodlit or if the opening hours are unreasonably restricted. Sport England's preference for evening use is up to 10PM.
- *Floodlighting is proposed for the artificial grass pitch. In accordance with LBRuT's preferences, evening use is proposed up to 9PM (Monday to Saturday) and up to 8PM on Sundays and Public Holidays (not 11pm as mistakenly set out by the Applicant on 2<sup>nd</sup> September in response to their request for further information on lighting and noise impacts). This still ensures significant additional capacity compared with the current facilities and balances community needs with the impact on neighbouring residential properties – See Stag Brewery – Community Use Agreement 13.9.19 to LPA(66862382\_2) – Stag Brewery – Community Use Agreement(66862382\_3)(67309210\_1)and SLC Briefing Paper 5.0 5Apr19.*
- 2.11 A further condition could be included to secure ducting for power cables on the MUGA to ensure sports lighting could be retrofitted at a later date.
- *Ducting for power cables on the MUGA to allow for the retrofitting of sports lighting at a later date if required can be included as part of a consent condition.*
- 2.12 Sport England have highlighted on 16 July 2019 that the Football Association / Football Foundation remain concerned regarding the proposed lux levels for the artificial pitch.
- 2.13 In addition to this, LBRUT have identified their requirements relating to Floodlighting on 22 August 2019:
- “Sports Lighting Control Scheme**
- 2.14 Artificial lighting shall not be installed until full and precise details have been submitted to and approved by the Local Planning Authority. The approved scheme shall be constructed and installed in full accordance with the approved details and shall thereafter be maintained in full accordance with the approved details.
- 2.15 To enable the scheme to be assessed the following information must be supplied to the LPA.
- A statement setting out why a lighting scheme is required, and the frequency and length of use in terms of hours of illumination during the summer and winter.
  - Demonstration that recommended illuminance (the quantity of light falling on the court surface) and uniformity (minimum lighting level/average lighting level) and environmental lighting impact complies with the Sport England Design Guidance Note- Artificial Sports Lighting Updated guidance for 2012



- A site survey showing the area to be lit relative to the surrounding area, the existing landscape features together with proposed landscaping features to mitigate the impacts of the proposed lighting.
  - Details of the make and catalogue number of any luminaires/floodlights.
  - Size, type and number of lamps fitted within any luminaire or floodlight.
  - The mounting height of the luminaires/floodlights specified.
  - The location and orientation of the luminaires/floodlights.
  - A technical report prepared by a qualified Lighting Engineer or the lighting company setting out the type of lights, performance, height and spacing of lighting columns. The light levels to be achieved over the intended area, at the site boundary and for 25 metres outside it.”
- *The Applicant has responded to LBRuT’s queries with regard to lighting by email on 2<sup>nd</sup> September 2019. Details of this response have been provided to Sport England for information. It should be noted that the proposed floodlighting hours are as set out in 2.10, not until 11pm as mistakenly set out in the email of 2<sup>nd</sup> September to LBRUT. Floodlighting of the Artificial Grass Pitch is currently proposed at 120 lux as advised by the Football Association / Football Foundation – See **547-(010)-RP-EX-LA Sports Pitch Lighting Assessment**.*
- 2.16 Sport England suggested that additional acoustic measure to mitigate any impact on nearby properties may be required.
- *The impact of noise from the sports facilities has been discussed between Waterman Infrastructure & Environment Limited and London Borough of Richmond environmental health (noise) officers. It is noted that the predicted noise levels have been assessed by Waterman and the Environmental Statement does not specify a specific requirement for any engineered solutions to manage noise. Notwithstanding this, measures could be implemented and these have been set out to LBRuT. It was noted that noise impacts would be controlled through careful management of the use of sports facilities together with restriction in operational hours. The Environmental Health officer has agreed that physical and managerial mitigation would be implemented as part of the MUGA scheme and that this can form part of a consent condition.*
- 2.17 Sport England have in their response to LBRUT on 16 July stated that “*The relationship between some of the new flats within this proposed development and the proposed new artificial pitch may also require further consideration*”.
- 2.18 Sport England considers it would be appropriate for information on acoustic measures to be provided before the planning application goes in front of the planning committee, given the proximity of the site to existing and new local residents.
- 2.19 For example, the drawings indicate that a new residential block will be placed opposite the artificial pitch. Measures to reduce impact on these residents could include ventilation within the block so that windows can be closed and no balconies on the face of buildings closest to the new artificial pitch. Sport England is unable to withdraw our objection to this application until this matter is resolved.
- *In respect of noise, a briefing note has been developed by the Applicant’s noise consultants Waterman which sets out*
    - a. *The noise impacts arising from the proposed sports facilities (which are considered to be acceptable*



- b. *Notwithstanding that Waterman consider the noise levels to be acceptable the note sets out a commitment to providing acoustic mitigation measures*
  - c. *The note goes on to demonstrate how these mitigation measures would help to reduce noise for existing and new residents.*
- *On point (b), the mitigation measure proposed is for the 4.5m school fence to be provided as a rebound fence which would have acoustic benefits. The relevant plans have been updated to reflected this commitment. – See **Waterman Note\_Acoustics** and Revised plans:*

**P10736-00-001-130-05**

**P10736-00-001-131-05**

**P10736-00-001-132-07**

**P10736-00-001-133-08**

2.20 Sport England will require a section 106 agreement to cover the following conditions:

(1) The sports hall including changing rooms, artificial pitch and multi-use games area hereby permitted shall not be constructed other than in accordance with the design and layout details set out in the planning application, Section \* and Drawing No's \* TO BE COMPLETED UPON AMENDMENTS TO THE PLANS TO ENSURE COMPLIANCE WITH SPORT ENGLAND DESIGN GUIDANCE STANDARDS]

(2) Use of the development shall not commence until:

(a) certification that the Artificial Grass Pitch hereby permitted has met FIFA Quality Concept for Football Turf – FIFA Quality or equivalent International Artificial Turf Standard (IMS) and

(b) confirmation that the facility has been registered on the Football Association's Register of Football Turf Pitches have been submitted to and approved in writing by the Local Planning Authority.

(3) No development shall commence until a community use agreement prepared in consultation with Sport England has been submitted to and approved in writing by the Local Planning Authority, and a copy of the completed approved agreement has been provided to the Local Planning Authority. The agreement shall apply to the sports hall, changing provision, activity studio, artificial pitch, multi-use games area and parking and include details of pricing policy, hours of use, access by non-educational establishment users, management responsibilities and a mechanism for review. The development shall not be used otherwise than in strict compliance with the approved agreement."

(4) The artificial pitch and its associated sports lighting shall not be used outside the hours of:

- a) [8 a.m.] and [10 p.m.] Monday to Friday;
- b) [8 a.m.] and [10 p.m.] on Saturday; and
- c) [8 a.m.] and [8 p.m.] on Sunday [and public holidays].

(5) Before the artificial pitch, multi-use games area and sports hall are brought into use, a Management and Maintenance Scheme for the facility including management responsibilities, a maintenance schedule and a mechanism for review shall be submitted to and approved in writing by the Local Planning Authority after consultation with Sport England. For the artificial pitch this should include measures to ensure the replacement of





the artificial pitch surface when it comes to the end of its life. The measures set out in the approved scheme shall be complied with in full, with effect from commencement of use of the artificial pitch.

- *The Applicant agrees to these conditions without amendment with the exception of the amendment of the hours of sports lighting to:*
  - a. *5pm -9pm Monday to Friday during Term Time*
  - b. *9am – 9pm Monday to Friday outside of Term Time*
  - c. *9am – 9pm Saturdays*
  - d. *9am to 8pm Sundays and public holidays.*

2.21 Sport England wishes to ensure that the sports facilities promised will come forward for the new community. Sport England therefore recommends that clauses are contained within the Section 1.06 for this site that ensure the school sports facilities will be delivered ahead of or alongside housing.

- *The Applicant cannot agree to this condition. Application A (the main masterplan) and Application B (the school and sports facilities) will likely be delivered by separate bodies. The Section 106 agreement will secure the transfer of land to the ESFA/another body early in the development process which will enable the school and sports facilities to be delivered thereafter. However, assuming Application B is brought forward separately, the Applicant would have no control over build programme and therefore the occupation of the main masterplan (Application A) could be significantly protracted due to this suggested condition and matters outside of the Applicant's control.*

*A significant amount of open space will be delivered under Application A (13,970 sqm, which excludes the sport facilities provided under Application B). In addition, almost all residential units will be provided with amenity space. The Applicant will also be making a substantial CIL payment.*

### **3. Summary**

3.1 The Applicant has made amendments to the scheme and supporting documents which demonstrate that the issues and concerns raised by Sport England have been addressed.

**Appendix B**

**Appendix 1**



Date:

*[Amend as appropriate]*

The [ ] School

London Borough of Richmond Upon Thames Local Authority

[Barnes Eagles Football Club](#)

Draft Agreement in relation to arrangements for  
community use of sports facilities at [ ] School

In connection with Planning Permissions  
18/0547/FUL; 18/0548/FUL and 18/0549/FUL

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DATE [ ]

**[Amend Parties as appropriate]**

- (1) **THE [ ] SCHOOL** of [ *insert address*] (“the **School**”)
- (2) London Borough of Richmond Upon Thames **LOCAL AUTHORITY** of [Civic Centre, 44 York Street, Twickenham, TW1 3BZ] (“the **Council**”)
- (3) Barnes Eagles Football Club acting by [First Name of Trustee] of [Address] and [Name of Second Trustee] of [Address] (“Barnes Eagles”)

## **1. Recitals**

- 1.1 Planning Permissions were granted by the Council for the Development subject to conditions and planning obligations. The Planning Agreement [and Condition [*insert number*]] to the Planning Permissions requires that an agreement shall be entered into between the School and Council that sets out the rights of Barnes Eagles and the general public to use the Sports Facilities within the Development and/or the wider school site.
- 1.2 The parties wish to enter into this Agreement in order to make the indoor and outdoor Sports Facilities at the Development and/or the wider school site, available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement and the Planning Agreement [Condition [*insert no.*]].
- 1.3 The School is the owner of the School Premises and is responsible for their use.
- 1.4 The Council has responsibility for the provision of sports facilities in the Richmond area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility and as the local planning authority in respect of the Development.

## **2. Definitions and Interpretation**

In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

**Barnes Eagles** means the football club for boys and girls of all ages in Barnes, South West London, which has secured rights of access to the Artificial Grass Pitch and ~~ancillary~~changing room facilities at the time and rates under its Preferential Access Arrangements

**Casual Hire** means availability for any individual(s) or groups to book the Sports Facilities up to [*insert number*] days in advance for use on a pay-as-you-play basis, where space is available

**Community Use** means use of the Sports Facilities by the local community including organised sports clubs, organisations and for Casual Hire.

**Development** means the development granted by the Planning Permissions incorporating an Artificial Grass Pitch, MUGA, Sports Hall, Activity Hall and community use facilities

**Management Committee**<sup>1</sup> means the management committee as defined in clause [6.1] of this Agreement

**Parties** means the parties to this Agreement

**Planning Agreement** means the section 106 Agreement dated [ ] between Reselton Properties Limited, The London Borough of Richmond upon Thames and the Port of London Authority under the Planning Permissions

**Planning Permissions** means together planning permissions (references 18/0547/FUL, 18/0548/FUL and 18/0549/FUL

<sup>1</sup> Delete definition if no Management Committee.

granted by the London Borough of Richmond Upon Thames on [ ] or any amendment thereof

**Preferential Access Arrangements** means the Barnes Eagles' use of the Artificial Grass Pitch exclusively and ancillary changing room facilities for two nights a week [between 19.00 and 21.00] and between 09.00 to 15.30 on Sundays during the Football Association football season [August to May] fixed at £6,000 per annum subject to the increases in Schedule 2 paragraph 3.4 and Preferential Access shall be construed accordingly, but excluding the use of the MUGA, Sports Hall and Activity Hall.

**Review Committee** means representatives of each of the Parties to this Agreement or their nominees

**School Core Times** means 8am to 4pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement

**School Premises** means the land and buildings comprising [ ] School

**Sports Facilities** means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Premises

### 3. Aims

The Parties agree to pursue the following aims:

- Providing opportunities for the local community and sports organisations to participate in sport and physical activity for health improvement and development of their skills, particularly amongst low participant groups;

- Operating in line with the national agenda for sport taking into account nationally adopted strategies;
- Generating positive attitudes in sport and physical activity by young people and reducing the drop out rate in sports participation with age;
- Increasing the number of people of all ages and abilities participating in sport and physical activity including people with disabilities;
- Using the facilities to encourage the range, quality and number of school sports club links and to stimulate competition that is inclusive of young people and adults;
- To provide affordable access to the facilities and to be self financing in terms of Community Use;
- To provide a football development hub for the community and strong school / club links.

#### **4. Arrangements for Community Use**

The School agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

#### **5. Targets for Community Use**

The School shall use reasonable endeavours to support the achievement of making a contribution to local participation targets for sporting and physical activity. The School shall work with London Borough of Richmond Upon Thames and London Sport to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

#### **6. Marketing and Promotion**

6.1 The ~~School~~Management Committee will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets.

6.2 A marketing strategy will be prepared by the School and submitted in writing for approval by the Management Committee (not to be unreasonably delayed or withheld).

6.3 ~~6.2~~—The ~~School~~Review Committee will implement and review the approved marketing strategy on an annual basis.

## 7. Management<sup>2</sup>

7.1 A Management Committee will be established within 3 months of the date of this Agreement to develop Community Use of the Sports Facilities in accordance with the terms of reference and constitution of Schedule 3 to this Agreement.

7.2 Membership shall include representative(s) (or their nominee) from each of the following:-

- (a) The School<sup>3</sup>
- (b) The Council
- (c) Barnes Eagles ~~[FBC]~~

7.3 Under these terms of reference, the Management Committee will, in accordance with this Agreement, seek to establish a practical policy framework for the day to day management and operation of the Sports Facilities ~~during agreed periods of Community Use~~in accordance with Schedule 2. This framework should seek to enable:

- (a) a policy of affordable pricing to assist in the achievement of the aims of this Agreement. The policy will ensure that prices shall be no greater than similar local authority run facilities in the area;
- (b) the promotion and forward planning of development activities, at times which best suit the target groups;
- (c) equal opportunities of access;
- (d) an easy and accessible booking arrangement for Community Use and block booking, this system to be reviewed on an annual basis;
- (e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

7.4 The School will be solely responsible for the Sports Facilities and shall:-

<sup>2</sup> Delete clauses 7.1-7.3 if a Management Committee is not required.

<sup>3</sup> To be the most appropriate person(s), such as Governor, Head Teacher, Head of PE.



- (a) resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims;
- (b) make the Sports Facilities available on the occasions and times specified in Schedule 2;
- (c) ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and their intended use;
- (d) ensure that the Sports Facilities comply with all legislation and guidance in force at the time of this Agreement relating to access for disabled users; and
- (e) cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities and ~~recover this through~~ shall be entitled to deduct the reasonable costs from the hire charges and income received from ~~community use~~ Community Use.

## **8. Financial Matters**

8.1 The School endeavours to ensure that the costs of operating Community Use at the Sports Facilities will be fully covered by income from such use and any surplus will be utilised to:

8.1.1 Agree to contribute to an agreed contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.

8.1.2 Maintain a reasonable stock of sports equipment for use in connection with the Sports Facilities.

8.1.3 Enhance the quality and amenity of the Sports Facilities.

## **9. Monitoring and Review**

9.1 2 months prior to the date on which the Review Committee produces its annual report the School shall make available to the Review Committee details of all usage, bookings, maintenance and financial matters relating to the Community Use of the Sports Facilities to assist with the development and improvement of community access.

9.2 The Review Committee shall undertake an assessment of the adequacy of the implementation of this Agreement in relation to:

- hours of use of the Sports Facilities;
- pricing policy;
- compliance with targets and aims of this Agreement;
- marketing;
- financial performance of the Sports Facilities during the previous year; and
- maintenance.

9.3 The Review Committee shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the Sports Facilities can be further developed and improved.

9.4 The School shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.

9.5 In the event any significant changes are required to this Agreement as a consequence of each or any annual review prior written approval of each of the Parties to this Agreement shall be required.

9.6 The School shall not materially reduce the level of community access to the Sports Facilities required by the Planning Agreement [and Condition [insert number]] of the Planning Permissions without the prior written approval of the Council following consultation with Sport England.

## **10. Disputes**

The Review Committee and Management Committee shall use reasonable endeavours and act in good faith in the resolution of any disputes that may arise in connection with the carrying out of their duties pursuant to this Agreement.

## **11. Duration of Agreement**

This Agreement shall operate for so long as the School Facilities are provided in accordance with the Planning Permissions. In the event the School should cease to

operate the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

**12. Authority**

The Parties warrant that they have the full right and authority to enter into this Agreement.

**13. No Variations**

This Agreement may only be varied in writing by a document executed by all the Parties hereto.

**14. No Agency**

Nothing in this Agreement shall be construed as creating a partnership, a joint venture, a contract of employment or a relationship of principal and agent between the parties hereto.

**15. Severability**

If any term condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent such term condition or provision shall (save where it goes to the root of this Agreement) not affect the validity legality or enforceability of the remaining parts of this Agreement.

**16. Waiver**

No term or provision of this Agreement shall be considered as waived by any party to this Agreement unless a waiver is given in writing by that party.

**17. Non-Assignability**

This Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others.

**18. Governing Law and Jurisdiction**

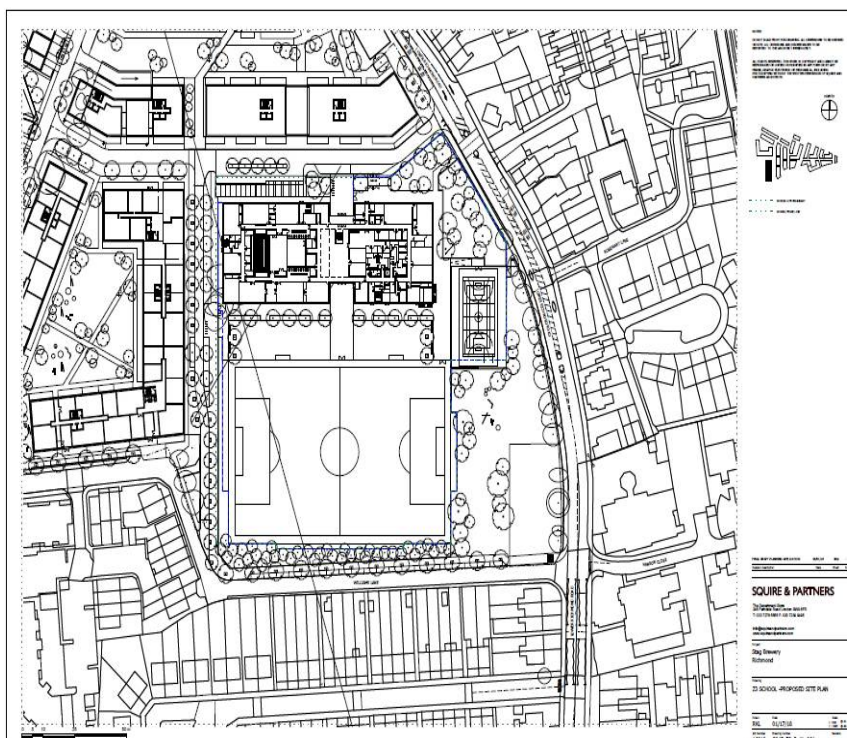
This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## Schedule 1

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following as shown on the attached plan(s):-

Artificial Grass Pitch (64m x 100m)

MUGA (26.5m x 36.3m)



The indoor sports areas and facilities (together with any ancillary facilities [*toilets, changing rooms etc*]) to be made available for Community Use shall comprise the following as shown on the attached plan(s):-

Sports Hall (34.5m x 20m)

Activity Hall (10m x 15m)

Changing rooms



## Schedule 2

### Arrangements for Community Use

#### 1. Users

- 1.1 The Sports Facilities shall be made available for Community Use.
- 1.2 The School shall allow Barnes Eagles' Preferential Access Arrangements to the Artificial Grass Pitch and ~~ancillary~~[changing room](#) facilities in this Agreement.
- 1.3 Barnes Eagles will have Preferential Access to the Artificial Grass Pitch and ~~ancillary~~[changing room](#) facilities. This will entitle them to secure their preferred sessions for hire prior to any other users before the commencement of each school year over a minimum term of 25 years from [insert date]. They will forego their right to Preferential Access Arrangements for the season in the event that confirmation of their bookings is not received for the forthcoming football season by 31 July each year. They will still be entitled to the prevailing rates charged by the Council for any bookings made that season.
- 1.4 Barnes Eagles' Preferential Access Arrangements may only be terminated with their written consent.
- 1.5 [Barnes Eagles may use the MUGA, Sports Hall and Activity Hall by confirming bookings at the prevailing rates charged by the Council.](#)
- 1.6 ~~1.5~~-The ~~Management Committee~~[School](#) may enter into a similar arrangement with other local groups for the use of the Sports Facilities for Community Use similar to Barnes Eagles provided that the Preferential Access Arrangements ~~of Barnes Eagles~~ ~~is~~[are](#) not ~~restricted~~[affected](#). The Management Committee will review the status of any arrangements with other local groups (excluding Barnes Eagles' Preferential Access Arrangements) on an annual basis.
- 1.7 ~~1.6~~-The Management Committee may enter into a similar arrangement to Barnes Eagles with more than one club for the use of the same facility type that does not affect Barnes Eagles' Preferential Access Arrangements, but in this event initial preference is given to the club with the longest-standing arrangement status.

#### 2. Hours of Access for Community Use (excluding Barnes Eagles)

TERM-TIME



### **Artificial Grass Pitch**

Whole pitch hire - £118.00

Third pitch hire - £60.00

Block booking (10 sessions or more) - £98.33

Weekend match hire (whole pitch ~~2~~ 2 hours) - £118

### **MUGA**

Casual Hire - £20

Block booking (10 sessions or more) - £16.67

### **Sports hall**

Casual Hire - £68

Block booking (10 sessions or more) - £56.67

### **Activity hall**

Casual Hire - £43

Block booking (10 sessions or more) - £35.83

## **4. Booking arrangements**

4.1 An easy and accessible advance booking arrangement for Casual Hire and block bookings shall be established for hire of the Sports Facilities using a standard booking form.

4.2 The agreed booking arrangements shall operate as follows:-

*[Describe intended booking arrangements for the Sports Facilities. Management Committee to determine booking arrangements after the first management meeting]*

[The School to inform Barnes Eagles when booking is available for the next season \(depending on the booking arrangements agreed\).](#)

## **5. Parking Arrangements**

5.1 The school has 15 car parking spaces which shall be available to park for ~~community users~~ Community Users on a first come first served basis with other users of the site.



## Schedule 3

Management Committee

Terms of Reference and Constitution

### 1. Purpose

- (a) To monitor progress against agreed aims and targets: programming, usage and financial and to provide regular reports for the stakeholders of the school on those topics.
- (b) To decide on policy issues e.g. pricing, the framework of sports programmes and staffing.
- (c) To ensure effective partnership working between the organisations involved in school community use.
- (d) To determine strategies for future developments at the School and timetables for their implementation.

### 2. Officers

The Chair shall have the following roles;

- Role of Chair:
  - To direct and control the meetings of the committee.
  - To cast a further vote if necessary to resolve any tied decision(s).
  - To represent the committee at other meetings and functions as necessary.

A Secretary will be elected by the full committee at the first meeting of each financial year (April to March) and will serve for one full year.

- Role of Secretary:
  - To compile and maintain minutes of all meetings.
  - To compile and issue agendas for meetings in timely fashion.

- To take care of all communications to and from the committee.

### 3. Operation

- (a) The full committee will convene at least twice per annum and four times per annum in the first year of operation. Additional meetings will be held as considered necessary by a simple majority of members.
- (b) The School will resolve day to day issues. ~~Whilst the School has full authority for any decisions they must adhere to the policy framework established by the full committee.~~
- (c) The School will not make any decisions unilaterally affecting the use and availability of the Sports Facilities that impact on the Preferred Access Arrangements without consulting with Barnes Eagles.
- (d) ~~(e)~~ Day to day operation will be the responsibility of the School.
- (e) ~~(d)~~ Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

### 4. Reporting

- (a) Minutes of committee meetings will be maintained.
- (b) A formal annual short briefing report, as set out in paragraph 9 of this agreement, will be issued to cover policy, financial and sports development matters.
- (c) Other specific reports requested by other committee members when possible.

**IN WITNESS** whereof the hands of the parties or their duly authorised representatives the day and year first above written.

[Amend as appropriate]

Signed by \_\_\_\_\_

Duly authorised by the School

Signed by \_\_\_\_\_

Duly authorised by the Council

DRAFT

*[Insert execution clause for the School]*

*[Insert execution clause for the Council]*

DRAFT

Document comparison by Workshare 9.5 on 02 October 2019 14:31:01

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**Appendix B**

**Appendix 2**

~~5 September~~ 1 October 2019

~~MZZC/67284128-4~~ JMK/SJA/035353.00001/67149566.1

Deed of Planning Obligation under Section 106 of the Town and Country Planning Act 1990 and Section 16 of the Greater London Council (General Powers) Act 1974

Former Stag Brewery, Lower Richmond Road, Mortlake,  
London

**Dated**

**Reselton Properties Limited**  
(the Owner)

**The London Borough of Richmond upon Thames**

(the Council)

**Port of London Authority**

(the PLA)



Dentons UK and Middle East LLP  
One Fleet Place  
London EC4M 7WS  
United Kingdom  
DX 242



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# Deed of Planning Obligation

## Dated

## Between

- (1) **Reselton Properties Limited** (incorporated in Jersey), 28-20 The Parade, St Helier, Jersey JE1 1EQ (the **Owner** which expression where the context admits shall include its successors in title);
- (2) **The London Borough of Richmond upon Thames** of Civic Centre, 44 York Street, Twickenham TW1 3BZ (the **Council** which expression shall include any successor local planning authority exercising planning powers under the Act).
- (3) **Port of London Authority** whose principal office is at London River House Royal Pier Road Gravesend Kent DA12 2BG (the **PLA**)

## Recitals

- A The Owner is registered with freehold title absolute as the freehold owner of the Land under Title Number TGL306471.
- B The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land is situated.
- C The Owner submitted the Planning Applications to the Council on 19 February 2018.
- D The Council resolved at a meeting of the planning committee on [ ] to grant the Planning Permissions subject to conditions and the Owner entering into planning obligations as hereinafter provided.
- E The PLA is the proprietor of the unregistered part of the Land still colloquially known as a towpath but which by a resolution of the PLA Board under section 203 of the Port of London (Consolidation) Act 1920 was discontinued as a towpath on the 8 April 1968 as shown coloured brown on Plan [ ].
- F The PLA has agreed to enter into this Deed to consent to the Owner giving and satisfying the said planning obligations to the Council in respect of the PLA Land.

## It is agreed:

### 1 Definitions

**1990 Act** shall mean The Town and Country Planning Act 1990.

**2008 Act** shall mean the Housing and Regeneration Act 2008.

**All-In Tender Price Index** means the all-in tender price index published by the Building Costs Information Service or, if that index ceases for any reason to be published in the United Kingdom, such other index issued or caused to be issued from time to time by the Building Costs Information Service, Royal Institution of Chartered Surveyors, or other appropriate body and as may commonly be used in place of that index.

**Chalker's Corner Works** means the works authorised under Planning Permission 3.

**Chalker's Corner Works Contribution** means the following contributions for the purposes of delivering the Chalker's Corner Works:

- (a) £xx payable in relation to the development of the School Land;
- (b) £yy payable in relation to the Land other than the School Land.

**Commercial Floorspace** means the area(s) coloured yellow on Plan [ ]

**Development** means the development authorised by the Planning Permissions.

**Dwelling** means a dwelling (including a flat or maisonette) to be constructed pursuant to the Planning Permissions.

**Expert** shall mean an expert to be appointed under Clause 8 who shall be:

- ~~(a)~~ — an independent person of at least 10 years' standing in the area of expertise relevant to the dispute; and
- ~~(b)~~ — appointed either
  - ~~(i)~~ — by agreement between the parties and on agreed terms; or
  - ~~(ii)~~ — failing agreement within 28 days of a notice under Clause 8.1, nominated on request by either party (at the parties' joint expense) by or on behalf of the President for the time being of the Law Society and on terms directed by the President.

**Greater London Authority and GLA** shall mean the body for the time being having or being responsible for providing financial assistance to bodies including Registered Providers of social housing for the purpose of improving the supply and quality of housing in England now conferred on such body under the Housing and Regeneration Act 2008 or any legislation replacing or amending the same.

**Implementation Dates** shall mean the date on which each of Planning Permission 1, Planning Permission 2 and Planning Permission 3 are Implemented save where expressed otherwise in this agreement.

**Implement, Implemented and Implementation** shall save where expressed otherwise in this agreement mean the carrying out of a material operation as defined in section 56(4) of the 1990 Act save for operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements.

**Indexed** shall mean increased by reference to the relevant index pursuant to the provisions of Clause 10 of this Deed.

**Land** shall mean together the Phase 1(a) Land, the Phase 1(b) Land, the Phase 1(c) Land, and the Phase 2 Land and the School Land and the Community Park against which this Deed may be enforced and is more particularly delineated edged red on Plan [ ].

**Monitoring Contribution** shall mean [£TBC] to be applied towards monitoring compliance with this Deed.

**Occupation, Occupied and Occupy** shall mean occupation for the purposes permitted by the Planning Permissions but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupier** shall be construed accordingly

**Phase 1 Land** means together Phase 1(a) Land, Phase 1(b) Land and Phase 1(c) Land.

**Phase 1(a) Land** means the land coloured yellow on Plan [ ] upon which the detailed element of Planning Permission 1 will be delivered.

**Phase 1(b) Land** means the land coloured purple on Plan [ ] upon which the detailed element of Planning Permission 1 will be delivered.

**Phase 1(c) Land** means the land coloured pink on Plan [ ] upon which the detailed element of Planning Permission 1 will be delivered.

**Phase 2 Land** means the land coloured blue on Plan [ ] upon which the outline element of Planning Permission 1 will be delivered.

**PLA Land** means the part of the land shown coloured brown on Plan [ ], which includes the public footpath and national trail as shown on the Council's definitive map

**Plan [ ]** means the plan annexed to this Deed showing the extent of the PLA Land;

**Plans** mean the plans attached to this Deed at Schedule 1.

**Planning Applications** means together Planning Application 1, Planning Application 2 and Planning Application 3 submitted to the Council for the Development.

**Planning Application 1** means the hybrid planning application (reference 18/0547/FUL) for the comprehensive mixed-use redevelopment of the former Stag Brewery site consisting of:

~~(a)~~ — land to the east of Ship Lane applied for in detail; and

~~(b)~~ — land to the west of Ship Lane applied for in outline.

**Planning Application 2** means the detailed planning application (reference 18/0548/FUL) for:

~~(a)~~ — the erection of a three storey building to provide a new secondary school with sixth form;

~~(b)~~ — sports pitch with floodlighting, external MUGA and play space; and

~~(c)~~ — associated external works including, landscaping, car and cycle parking, new access routes and associated works (given Council reference number)

**Planning Application 3** means the detailed planning application (reference 18/0549/FUL) for highways and landscape works at Chalker's Corner.

**Planning Permissions** means together Planning Permission 1, Planning Permission 2 and Planning Permission 3 granted pursuant to the Planning Applications in substantially the same form as at Schedule 2.

**Planning Permission 1** means the planning permission granted in respect of Planning Application 1.

**Planning Permission 2** means the planning permission granted in respect of Planning Application 2.

**Planning Permission 3** means the planning permission granted in respect of Planning Application 3.

**Practical Completion** means issue of a certificate by the Owner's architect, civil engineer or chartered surveyor as appropriate certifying that the Development or a relevant part thereof (depending on the context of the Deed) is for all practical purposes sufficiently complete to be put into use and **Practically Completed** shall be construed accordingly

**Reserved Matters Application** means a reserved matters application submitted pursuant to the outline elements of Planning Permission 1.

**School** means the school to be developed on the School Land under Planning Permission 2.

**School Land** means that part of the Land coloured orange on plan [ ] which is to provide the School.

## **2 Construction of this Deed**

- 2.1 Where in this Deed reference is made to clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or 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 the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 2.5 Headings contained in this Deed are for reference purposes only and are not incorporated into the Deed and shall not be deemed to be an indication of the meaning of the parts of this Deed to which they relate.
- 2.6 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.



- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re enactment of that Act 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 Act or deriving validity from it.
- 2.8 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and the successors to their respective statutory functions.

### **3 Legal basis**

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and all other powers so enabling.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and shall be binding on the Land or identified parts of the Land and are enforceable by the Council as local planning authority not only against the Owner but also against any person deriving title from the Owner in respect of the Land or identified parts of the Land as provided by Section 106 of the 1990 Act and any persons claiming through or under it.
- 3.3 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, bylaws and regulations may be fully and entirely exercised as if the Council were not a party to this Deed.

### **4 Conditionality**

- 4.1 The obligations in Clause 5 are conditional upon:
- (a) the grant of the Planning Permissions; and
  - (b) the Implementation of Planning Permission 1

save for paragraph 1 of Part 2 of Schedule 3 (Monitoring Contribution and reasonable legal costs) which shall come into effect immediately upon completion of this Deed provided that nothing shall absolve the Owner from complying with the obligations made under this Deed in relation to the Development or part of it which need to be complied with prior to the Implementation of the same.

### **5 Covenants**

- 5.1 The Owner covenants with the Council as set out Schedule 3, 4, 5 and 6.
- 5.2 The Council covenants with the Owner as set out in Schedule 7.

### **6 Miscellaneous**

- 6.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act ~~1999~~[1999 save for Schedule 6 Part 1](#)
- 6.2 This Deed shall be registerable as a local land charge by the Council.

- 6.3 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Director; and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 6.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 6.5 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.
- 6.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Implementation of the Development. This Clause shall not apply if the Planning Permission is subsequently re-instated.
- 6.7 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 Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.8 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them, except in relation to Paragraphs 2.3 and 2.4 of Part 8 of Schedule 3.
- 6.9 Nothing in this Deed shall prohibit or limit the 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.

## **7 Jurisdiction**

- 7.1 This Deed including its construction, validity, performance and enforcement and any dispute arising or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and interpreted in accordance with English law.
- 7.2 The parties to this Deed irrecoverably agree that the English courts shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes and claims).

## **8 Appointment of Expert**

- 8.1 Either party may notify the other that any dispute arising between the parties in respect of any matter contained in this Deed (including any matter to be agreed or approved under this Deed) should be referred to an Expert.

- 8.2 The Expert shall act as an expert and not as an arbitrator and his decision shall be final and binding on the parties and whose costs shall be in his award.
- 8.3 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight days from the date of his appointment to act.
- 8.4 The Expert shall be required to give notice to each of the parties to the dispute inviting each of them to submit to him within 10 working days written submissions and supporting material and shall afford to the said parties an opportunity to make counter submissions within a further 7 working days in respect of any such submission, or in either case such other direction as to time periods as the parties may agree.
- 8.5 The Expert's costs will be borne in such proportions as he or she may direct failing which each party will bear its own costs of the reference and determination and one half each of the Expert's costs.
- 8.6 The Expert will give his or her decision in writing within two (2) months of his or her appointment, which must include full detailed reasons to explain the findings and justify the decision.
- 8.7 The Expert's determination will be final and binding on the parties save in the case of fraud or manifest error by the Expert.
- 8.8 The provisions of this clause shall not affect the ability of the Council or the Owner to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

## **9 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 for acting upon any subsequent breach or default.

## **10 Indexation**

All contributions shall be increased by an amount equivalent to the All-In Tender Price Index from the date of this Deed until the date that the sum becomes payable.

## **11 Late payment**

If any payment due to the Council under this Deed is paid late, interest will be payable at 2% above the base lending rate of TSB Bank (calculated from time to time) to be calculated from the date payment is due to the date of payment is made.

## **12 Notification**

- 12.1 The Owner covenants with the Council that it shall give notice to the Council of:-
- (a) Implementation Date

- (b) Occupation of the first Dwelling
- (c) Any other dates the Owner is required to notify the Council of as referred to in this Deed.

### **13 Section 73 Permissions and Variations of Planning Obligations**

- 13.1 Unless an application under Section 73 or Section 96A of the Act to any variation or release of any condition contained in the Planning Permissions (including any variation or release of any condition in the Planning Permissions as previously varied) the obligations in this Deed shall continue to apply without variation to that new or amended consent without the need for any further deed of confirmation.
- 13.2 Where this Deed is varied, for whatever reason, then unless the planning obligation being varied directly touches and concerns the PLA Land or affects the carrying out of the Towpath Works then the obligations in this Deed relating to the Towpath Works shall continue to apply without the need for any further confirmation and without the need for the PLA to be a party to any document varying this Deed.

**IN WITNESS** whereof this deed has been executed by the parties hereto as a Deed and delivered on the day and year first before written

# Schedule 1 – Plans

# Schedule 2 – Draft Planning Permissions

## Schedule 3 – Owner’s site-wide covenants

### Part 1 – Affordable Housing

The following Definitions apply in this Part:

#### Definitions

**Additional Amount** means the sum calculated using the following calculation:

$$A - (B+C) = \text{Additional Amount}$$

A = the Gross Development Value; and

B = the Development Costs; and

C = an assumed profit amounting to 20% of the Gross Development Value calculated on an IRR basis.

**Agreed Mix** means the following tenure and house type mix

Unit type /size			Total
1-bed			
2-bed			
3-bed			
<b>Total (%)</b>			

**Affordable Housing** means Affordable Housing Units provided to eligible households whose needs are not met by the market.

**Affordable Housing Agreed Supplement Rate** means that for every square metre of "in use" floorspace that is accepted as an offset to the community infrastructure levy (CIL) liability for the Permissions the number of Affordable Housing Units shall increase by yy

**Affordable Housing Distribution Plan** means the plan detailing the location of the Affordable Housing Units coloured in green that will form part of the Affordable Housing Scheme.

**Affordable Housing Scheme** means the scheme in respect of the Affordable Housing Units to be submitted to the Council for approval and which will set out

- (a) the proposed location of the Affordable Housing Units;
- (b) the tenure of each Affordable Housing Unit;
- (c) the proposed rental levels;
- (d) the proposed service charge levels;

(e) the proposed terms of the transfer of land to the Registered Provider...

**Affordable Housing Supplement Event** means the issue by the Council as charging authority of a CIL liability notice that reduces the gross CIL liability by reference to the level of "in-use" floorspace on the Land.

**Affordable Housing Units** means the following:

[TBC]

subject to any increase provided agreed or determined to satisfy Paragraph 6 of this part 1 of Schedule 3.

**Basement Works** means those works carried out under ground floor level of the Development for the purposes of constructing the basement which shall not constitute Implementation.

**Development Costs** means the actual costs committed or incurred at the point of review associated with the Development including but not limited to: construction costs (by reference to All-In Tender Price Index cost inflation forecasting); enabling costs; professional and management fees; contingencies; financial contributions payable pursuant to any planning obligations; land acquisition cost and associated costs; any payment pursuant to the Community Infrastructure Levy Regulations 2010; marketing and disposal costs; and finance and bank fees, all subject to independent review but excluding any costs incurred by ESFA (or their nominee) in constructing the School.

**Extra Care Units** means the [up to] 80 units to be delivered on the Phase 2 Land as shown coloured purple on Plan [ ]

**Gross Development Value** means the Sales Values for the Development including capitalised amounts for all rented products, ground rents and car park related income.

**Market Housing** shall mean Dwellings within the Development which are general market housing for sale on the open market and which are not Affordable Housing Units.

**Methodology** means the appraisal procured by the Owner using the HCA Development Appraisal Tool financial model (or such other financial model as shall be agreed between the parties) and in addition, any revised toolkit available at the time, to demonstrate whether any Additional Amount exists at the date of review taking into account:

(a) all, if any, changes to Sales Values and Development Costs have been incorporated;

(b) any variations in basic toolkit defaults are identified including profit margin; and

(c) a full justification of actual Sales Values achieved and actual Development Costs incurred at the time(s) of review, is provided, together with third party supporting material from a professional organisation(s)

**Nominations Agreement** means an agreement substantially in form annexed at [TBC]

**Practical Completion** means issue of a certificate by the Owner's architect, civil engineer or chartered surveyor as appropriate certifying that the Development or a relevant part thereof



(depending on the context of the Deed) is for all practical purposes sufficiently complete to be put into use and Practically Completed shall be construed accordingly

**Provided** means:

- ~~(a)~~ — Practically Completed;
- ~~(b)~~ — ready for first Occupation;
- ~~(c)~~ — in a Serviced Condition; and
- ~~(d)~~ — a binding contract has been entered into with a Registered Provider in relation to the acquisition of no less than a 125 year leasehold interest in those Affordable Housing Units,

and **Provide** and **Provision** shall be construed accordingly.

**Registered Provider** means a provider of social housing:

- ~~(a)~~ — as defined in section 80(2) of the 2008 Act (or any other body defined by subsequent legislation as having a similar role) registered by the Greater London Authority pursuant to section 80(2) and chapter 3 of the 2008 Act; and
- ~~(b)~~ — nominated as a registered provider for the purpose of this Deed by the Council from the list of Registered Providers at Appendix [ ] of this Deed or such other registered provider meeting the criteria of (a) above and given prior written approval by the Council.

**Sales Values** means the value actually achieved of all Dwellings and Commercial Floorspace in the Development that has been sold at the point of review, as evidenced in the Land Registry. For any Dwellings or Commercial Floorspace unsold at the point of review, actual sales values achieved for residential units sold on the open market in reasonably comparable developments, shall be used as the basis for calculating value.

**Serviced Condition** means in relation to the land to be used for the Affordable Housing Units, the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, water, electricity and telecommunications to the boundary in accordance with for the approved Affordable Housing Scheme.

**Updated Appraisal** means an independent financial appraisal to be prepared in accordance with the Methodology and to be submitted to the Council pursuant to paragraph 6 of this Part.

### **Affordable Housing Scheme**

The Owner covenants with the Council so as to bind its interest in the Land other than the School Land as follows:

- 1.1 Not to Implement the Development on the Phase 1(a) Land save for the Basement Works until the Affordable Housing Scheme submitted has been approved by the Council.
- 1.2 To resubmit the Affordable Housing Scheme if an Updated Appraisal requires the provision of further Affordable Housing or if a change to the terms of Provision is required.

- 1.3 Not to Implement the Development on the Phase 1(b) Land save for the Basement Works until the Reserved Matters Application has been submitted to the Council providing for the Affordable Housing Units in accordance with the Affordable Housing Scheme
- 1.4 Not to Occupy more than [80]% of the Market Units on the Phase 1 Land until all the Affordable Housing has been Provided in accordance with the Affordable Housing Scheme.

## **2 Affordable Housing Provision**

- 2.1 Subject to paragraph 2.2, the Affordable Housing Scheme shall provide for no less than [ ]% of the Dwellings permitted by Planning Permission to be Affordable Housing Units.
- 2.2 If the Affordable Housing Supplement Event occurs then additional Affordable Housing Units shall be Provided at the Affordable Housing Agreed Supplement Rate.
- 2.3 Subject to paragraph 6 of this Part 1, no less than the % defined in the approved Affordable Housing Scheme of the Dwellings permitted by Planning Permission 1 shall be Provided as Affordable Housing Units.

## **3 Affordable Housing Nominations**

- 3.1 To enter into the Nominations Agreement.

## **4 Affordable Housing Units Service Charges**

- 4.1 To ensure that the service charge in respect of each Affordable Housing Units is set at a rate that together with any rents and other charges means that the Affordable Housing Unit remains Affordable such rate to be set as part of the Affordable Housing Scheme.

## **5 Affordable Housing Transfer**

- 5.1 Any interest in land to be let or transferred for Affordable Housing Units to the Registered Provider shall be with vacant possession; and such transfer shall include:
  - (a) an agreement that the grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units are provided by the Registered Provider; and
  - (b) a restrictive covenant that the Affordable Housing Units shall not be Occupied for any purpose other than as Affordable Housing and shall contain provisos in the manner set out in paragraph 5.2(a), (b) and (c) below.
- 5.2 To ensure that the Affordable Housing Units shall not be Occupied other than as Affordable Housing provided that this covenant shall not be binding or enforceable against:
  - (a) any person who shall at any time acquire any legal interest in any Affordable Housing Unit pursuant to any statutory right of acquisition from time to time in force and any successors or other persons deriving title from him;
  - (b) any person who has acquired any Affordable Housing Unit as grantee or assignee of a shared ownership lease and who has purchased a 100% share in the value of that

Affordable Housing Unit and any successors or other persons deriving title from him;  
and

- (c) any mortgagee, chargee or receiver which shall have the benefit of a legal mortgage or charge secured against all or any of the Affordable Housing Units and any person who shall derive title directly or indirectly from such mortgagee or chargee (other than a Registered Provider) provided always that the mortgagee or chargee or receiver appointed by the mortgagee or chargee shall first have notified the Council that it wishes to exercise its statutory power of sale and within 90 days of such notification the mortgagee or chargee or receiver, having used all reasonable endeavours, shall have been unable to enter into a contract for sale of the Affordable Housing Units to a Registered Provider on terms that on completion thereof the mortgagee or chargee or receiver will be repaid the full market value of the relevant land and buildings containing or comprising the Affordable Housing Units.

## **6 Affordable Housing Review**

### *Early Stage Review*

- 6.1 The Owner covenants with the Council that in the event that the Planning Permission 1 has not been Implemented before the expiry of 18 months from the date of Planning Permission 1:
  - (a) it will submit an Updated Appraisal to the Council for its written approval not more than three (3) months prior to Implementation of the Development and will not Implement or cause or permit Implementation of the Development until the Updated Appraisal has been submitted to the Council.
  - (b) where an Updated Appraisal submitted under Paragraph 6.1 is determined by either an expert determined by the Council or by an Expert under Clause 8 as generating an Additional Amount the Owner will not Implement or cause or permit Implementation of the Development until a an updated Affordable Housing Scheme incorporating the Additional Amount shall have been submitted to and approved in writing by the Council

### *Mid Stage Review<sup>1</sup>*

- 6.2 The Owner covenants with the Council that prior to the submission of the Reserved Matters Application for the Extra Care Units:
  - (a) it will submit an Updated Appraisal to the Council for its written approval and will not submit the Reserved Matters Application for the Extra Care Units until the Updated Appraisal has been submitted to the Council.
  - (b) where an Updated Appraisal submitted under Paragraph 6.2 is determined by either an expert determined by the Council or by an Expert under Clause 8 as generating an Additional Amount the Owner will not submit the Reserved Matters Application for the Extra Care Units until an updated Affordable Housing Scheme securing the use of 60% of the Additional Amount for Affordable Housing shall have been submitted to and approved in writing by the Council

### *Late Stage Review*

<sup>1</sup> The wording for a Mid Stage Review has been added. The Applicant does not accept such a review is either necessary or appropriate.

- 6.3 The Owner covenants that no more than [80%] of the Market Housing Units shall be Occupied until an Updated Appraisal has been submitted to and approved in writing by the Council
- 6.4 Where the Updated Appraisal submitted under paragraph 6.3 is agreed or determined by an Expert appointed by the Council as generating an Additional Amount then such sum shall be divided between the Owner (40%) and the Council (60%) and paid to the Council within 10 Working Days of the date of the approval of the Updated Appraisal.
- 6.5 Where an Updated Appraisal submitted under either paragraphs 6.1, 6.2 or 6.3 is not agreed after 40 Working Days of submission to the Council, either party may treat it as in dispute.

*Affordable Housing Cap*

- 6.6 At no stage shall the operation of paragraphs 2.2 and 6.1, 6.2 and 6.3 lead to the provision or funding at more than the equivalent of 50% on site Affordable Housing.

## Part 2 – Phasing Plan

The following Definitions apply in this Part:

**Phasing Plan** means the plan to be submitted approved and implemented showing the intended phasing of the Development (or such other plan as may be agreed with the Council in writing)

The Owner covenants with the Council so as to bind its interest in the Land other than the School Land as follows:

- 1 On or before Implementation of the Development the Owner shall submit to the Council for approval the Phasing Plan showing the proposed Phases of the Development and shall not Implement the Development unless and until the Council has approved in writing the Phasing Plan.
- 2 The Owner shall implement each Phase in accordance with the approved Phasing Plan, unless otherwise agreed in writing by the Council.

### Part 3 – Financial Contributions

The following Definitions apply in this Part:

**Community Liaison Officer Contribution** means the sum of [£TBC] to be applied towards [TBC]

**relevant Chalker's Corner Works Contribution** means the contribution attributable to the Land other than the School Land

**Travel Plan Monitoring Contribution** means the sum of [£TBC] for the purposes of monitoring compliance with the Commercial Travel Plan and the Residential Travel Plan [and the School Travel Plan]

The Owner covenants with the Council so as to bind its interest in the Land other than the School Land as follows:

- 1 To pay the Council the Monitoring Contribution and its reasonable legal costs of [TBC] on completion of this Deed;
- 2 To pay the Council the Community Liaison Officer Contribution prior to Implementation;
3. To pay the Council the Travel Plan Monitoring Contribution prior to first Occupation of any Dwelling
4. Not to Occupy more than [ %] Dwellings until either:
  - (a) the completion of the Chalker's Corner Works; or
  - (b) if the Chalker's Corner Works are undertaken by Transport for London or a developer who is not the Owner to pay the relevant Chalker's Corner Contribution to the Council.

## Part 4 – Employment and Skills Plan

The Owner covenants with the Council so as to bind its interest in the Land other than the School Land as follows:

1 TBC – to cover the provision of<sup>2</sup>:

- apprenticeships,
- training,
- local procurement and
- local recruitment

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<sup>2</sup> To be divided by construction and operation and only reasonable endeavours on operation. Council to provide further details of obligations

## Part 5 – Demolition and Construction Management Plan

The Owner covenants with the Council so as to bind its interest in the Land other than the School Land as follows:

[Requirements TBC by Council and standard wording to be provided by Council]<sup>3</sup>

[Monitoring fee to be confirmed/split between main site and School Land]

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<sup>3</sup> Reasonable endeavours to remove waste from basement and demolition material via the river



## Part 6 – Public Realm<sup>4</sup>

The following Definitions apply in this Part:

**Basement Works** means those works carried out under ground floor level of the Development for the purposes of constructing the basement which shall not constitute Implementation.

**Public Realm** means the areas to be provided following completion of the Public Realm Works as shown coloured blue on plan [ ]<sup>5</sup>

**Public Realm Works** means those works shown on plan [ ] and as set out in Appendix [ ] such works to be undertaken in accordance with the requirements of this part 6 of Schedule 3<sup>6</sup>

The Owner covenants with the Council so as to bind its interest in the Land other than the School Land as follows:

- 1 To submit to the Council for its written approval prior to Implementation of Phase 1(a) save for the Basement Works detailed plans, specifications and a management and maintenance plan (which shall include design, layout, pedestrian and cycle access routes and their standard, landscaping materials, draining, lighting and street furniture such as benches and bins and details on cleaning and repair) in relation to the Public Realm Works within Phase 1;
- 2 To submit to the Council for its written approval prior to Implementation of Phase 2 save for the Basement Works detailed plans, specifications and a management and maintenance plan (which shall include design, layout, pedestrian and cycle access routes and their standard, landscaping materials, draining, lighting and street furniture such as benches and bins and details on cleaning and repair) in relation to the Public Realm Works within Phase 2;
- 3 To ensure that prior to Occupation of any Phase the Public Realm Works in that phase are completed in accordance with the plans and specifications approved pursuant to paragraph 1 of part 6 this Schedule and that the Public Realm is thereafter (subject to paragraph 4 of part 6 of this Schedule) kept open for continuous unrestricted use by the public twenty four (24) hours per day seven (7) days a week and that no gates, fences or other means of enclosure shall be erected which would impede access to through or across these areas unless otherwise agreed in advance with the Council in writing;
- 4 To ensure that the Public Realm shall be managed and maintained in accordance with the details approved pursuant to paragraph 1 of part 6 of this Schedule (as may be updated with the prior written agreement of the Council from time to time) for the lifetime of the Development;
- 5 To ensure that the Public Realm is to be kept open for continuous unrestricted use by the public but subject to the following exclusions:
  - (i) the maintenance, repair, renewal, cleaning or other required works to the Public Realm;
  - (ii) in cases of emergency or danger to the public;

<sup>4</sup> Now includes formerly rights of way and open space

- (iii) in the interests of security;
- (iv) servicing of the Development at the time and for the periods to have been agreed previously with the Council;
- (v) the maintenance, repair, renewal, cleaning or other required works to any part or parts of the Development abutting such areas (including works of shop fitting or other structural or non-structural works and/or alterations); and
- (vi) closing such areas (or any part thereof) temporarily for not more than one day per year to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law.

6 The parties agree that the Public Realm shall not become dedicated as public highway.

## Part 7 – Towpath Works

The following Definitions apply in this Part:

**Towpath Works** means the following works:

- (a) repair the existing foot path surface using self-binding gravel;
- (b) prune understorey vegetation on footpath as directed;
- (c) retain and integrate existing granite setts on footpath, public draw dock and slipway;
- (d) develop paved area on wharf to express existing railway tracks within new pavement design to seating area / wharf upgrade;
- (e) provide seating;
- (f) provide life-saving equipment and suicide prevention measures; and
- (g) provide new planting in accordance with a scheme to be agreed in writing by the Council [in consultation with the PLA];

1. The Owner covenants with the Council so as to bind its interest in the Land other than the School Land as follows:

(a) to submit the planting scheme required under clause (g) of the definition of Towpath Works prior to first Occupation of the Development.

(b) to carry out the Towpath Works and the planting scheme approved in accordance with paragraph 1 of part 7 of this Schedule prior to completion of Phase 1(c).

2. The PLA consents to the Owner carrying out the Towpath Works on the PLA Land and covenants with the Council:

(a) to maintain the Towpath Works once they have been completed by the Owner.

(b) not to Commence nor cause nor permit Implementation of the Development.

## Part 8 – Car Club and Parking Permits

The following Definitions apply in this Part:

**Car Club** means a club operated by a Car Club Operator which residents and commercial occupiers of the Development and the general public may join and which makes cars available for hire to members either on a commercial or part-subsidised rate.

**Car Club Operator** means a company that is accredited by CoMoUK to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing.

**Commercial Floorspace Unit** means the separate commercial units that are located within the Commercial Floorspace

**CoMoUK** means the national charity promoting responsible car use or such other body as the parties may agree capable of accrediting car clubs.

The Owner covenants with the Council so as to bind its interest in the Land other than the School Land as follows:

### 1 Car Club

- 1.1 To liaise with a Car Club Operator and use reasonable endeavours to establish a Car Club within the Development and to provide a minimum of two (2) car parking bays for the Car Club.
- 1.2 The Owner shall provide either directly or through the Car Club to the residents and employees and businesses of the Development free membership to the Car Club for a period of three years from the Occupation Date of each Dwelling and Commercial Floorspace Unit provided that during this three year period the Owner shall not be obliged to offer more than one membership to each Dwelling and Commercial Floorspace Unit.
- 1.3 For three years from the Occupation Date of each Dwelling and Commercial Floorspace Unit to provide marketing literature to the Occupiers of that Dwelling PROVIDED THAT this marketing literature shall include the incentives detailed in this clause.
- 1.4 To provide evidence of compliance with the provisions of this paragraph 1 of Part 8 to the Council when asked to do so and not to Occupy or cause or permit the Occupation until the Council has confirmed in writing that it is satisfied that if applicable the Car Club has been provided and all the related provisions of this Agreement have been complied with (insofar as they can be complied with at the relevant date).

### 2 Parking Permits

- 2.1 To ensure that the restrictions set out in paragraphs 2.2 and 2.3 below are included in any freehold transfer, lease or tenancy or licence or other disposal to any Occupier of the Development and ensure that all future Occupiers of the Dwellings will be advised in writing before acquiring any freehold, lease or tenancy or licence or other interest, of those restrictions and obligations.

- 2.2 All Occupiers of the Dwellings in the Development shall not be entitled to apply to the Council for, or hold a parking permit for, on-street parking, unless such Occupier is or becomes entitled to be a holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1990, and the Occupier has first notified the Director in writing of such entitlement. [Council to confirm whether this applies to C2 use]
- 2.3 Any person or persons who has a parking permit or contract for on-street parking within the Borough will surrender such entitlement before taking up Occupation unless such Occupier is or becomes entitled to be a holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1990 and the Occupier has first notified the Director in writing of such entitlement.
- 2.4 Any Occupier
- (a) shall not bring any motor vehicle to be brought on to the Land to be left abandoned and/or parked within the Land other than in one of the approved and designated parking spaces; and
  - (b) shall not lease, sub-let or assign any parking space allocated to them.

## Part 9 – Travel Plans

The following Definitions apply in this Part:

**Commercial Travel Plan** means a detailed plan or plans in accordance with Part 9 of Schedule 3, based on the principles within the [Framework Travel Plan] submitted with the Planning Applications setting out the management of travel demand and incentives for more sustainable travel for visitors to and those working in the Commercial Floorspace.

**Residential Travel Plan** means a detailed plan or plans in accordance with Part 9 of Schedule 3, based on the principles within the [Framework Travel Plan] submitted with the Planning Applications dated setting out the management of travel demand and incentives for more sustainable travel to and from the Development for residential Occupiers

The Owner covenants with the Council so as to bind its interest in the Land other than the School Land as follows:

- 1 The Owner shall submit the proposed Residential Travel Plan to the Council for approval prior to Occupation of the Dwellings.
- 2 The Owner shall submit the proposed Commercial Travel Plan to the Council for approval prior to Occupation of the Commercial Floorspace.
- 3 The Owner will implement and comply with the provisions of the approved Residential Travel Plan or such revised Residential Travel Plan as may be agreed with the Council in writing annually from Occupation of the first Dwelling for the lifetime of the Dwellings.
- 4 The Owner will implement and comply with the provisions of the approved Commercial Travel Plan or such revised Commercial Travel Plan as may be agreed with the Council in writing annually from Occupation of the Commercial Space for the lifetime of the Commercial Floorspace.
- 5 The Owner will implement the Residential Travel Plan and commence monitoring and review of the workings of the Residential Travel Plan on the date of Occupation of [50%] of the Dwellings and thereafter review its workings on the third year and the fifth years following Occupation of [50%] of the Dwellings and will submit details of the review in a report to the Council showing how the Residential Travel Plan has operated and specifically how effective it has been in achieving its targets and in the event that targets as set out in the Residential Travel Plan are not achieved identify any proposed amendments to the Residential Travel Plan together with a plan for future actions to be implemented.
- 6 The Owner will implement the Commercial Travel Plan and commence monitoring and review the workings of the Commercial Travel Plan on the date of first Occupation of the Commercial Floorspace and thereafter review its workings on the third year and the fifth years following first Occupation and will submit details of the review in a report to the Council showing how the Commercial Travel Plan has operated and specifically how effective it has been in achieving its targets and in the event that targets as set out in the Commercial Travel Plan are not achieved identify any proposed amendments to the Commercial Travel Plan together with a plan for future actions to be implemented.

- 7 Following each review it will be open to the Council to suggest reasonable ways of improving the effectiveness of the Residential Travel Plan and Commercial Travel Plan and the Owner will consider and procure the implementation of such reasonable agreed improvements within a timescale to be agreed with the Council with any dispute to be resolved through Clause 8..
- 8 If targets set out in the Residential Travel Plan have not been met annually following Occupation of [50%] of the Dwellings then a detailed review of the Residential Travel Plan will be undertaken with the Council and the Owner will procure that reasonable measures agreed with the Council to improve the effectiveness of the Residential Travel Plan are implemented and monitoring will continue with further reviews on the seventh and tenth years following Occupation of [50]% of Dwellings.
- 9 If targets set out in the Commercial Travel Plan have not been met annually following first Occupation of the Commercial Floorspace then a detailed review of the Commercial Travel Plan will be undertaken with the Council and the Owner will procure that reasonable measures agreed with the Council to improve the effectiveness of the Commercial Travel Plan are implemented and monitoring will continue with further reviews on the seventh and tenth years following first Occupation of the Commercial Floorspace.

## Part 10 – Highways Works

The following Definitions apply in this Part:

**Highways Works** means [TBC - to cover any S278/38 works required across the Development but excluding in respect of Chalker's Corner Works – note: consider what works around the School will be adopted].

The Owner covenants with the Council so as to bind its interest in the Land other than the School Land as follows:

- 1 Not to Implement Planning Permission 1 until a scheme has been submitted for approval and been approved by the Council confirming the details of the Highways Works.
- 2 Not to Occupy [ ] Dwellings until the Highways Works have been completed to the written satisfaction of the Council.



## Schedule 4 – Owner’s Obligations

### Part 1 – Affordable Workspace

The following Definitions apply in this Part:

**Affordable Workspace** means the floorspace identified in the Affordable Workspace Strategy

**Affordable Workspace Strategy** means the detailed management plan setting out [TBC - include location and size [10% floorspace required], operator(s), marketing requirements, lease, rent [at 80% of market rate TBC, specification]

The Owner covenants with the Council so as to bind its interest in the Phase 1 Land as follows:

- 1 Prior to Implementation of Planning Permission 1 in respect of the Phase 1 Land, to submit the Affordable Workspace Strategy to the Council for approval.
- 2 Not to Implement Planning Permission 1 in respect of the Phase 1 Land until the Owner has submitted the Affordable Workspace Strategy to the Council for approval.
- 3 Prior to Occupation of more than \*\*% of [Commercial Floorspace], to provide the Affordable Workspace in accordance with the approved Affordable Workspace Strategy in perpetuity.

## Part 2 – Maltings Building Community Space

The following Definitions apply in this Part:

**Maltings Building Community Space** means the area shown coloured green on plan [ ] which shall be provided in accordance with the Maltings Building Community Space Specification.

**Maltings Building Community Space Specification** means the specification for the Maltings Building Community Space which sets out [TBC - details, location, payment arrangements, management including booking and scheduling, maintenance].

The Owner covenants so as to bind its interest in the Phase 1 Land as follows:

1. Prior to Implementation of Planning Permission 1 on the Phase 1 Land, to submit to the Council for approval the Maltings Building Community Space Specification.
2. Prior to Occupation of [ %] Dwellings on the Phase 1 Land, to Practically Complete the Maltings Building Community Space in accordance with the approved Public Open Space Specification.

### **Part 3 – Water Sports Centre**

The following Definitions apply in this Part:

**Water Sports Centre** means the building coloured blue on plan [ ]

**Water Sports Centre Specification** means a specification setting out [TBC - details, location, provisions for community use, payment, maintenance and management, safeguarding of use]

The Owner covenants so as to bind its interest in the Phase 1 Land as follows:

- 1 Prior to Implementation of Planning Permission 1 on the Phase 1 Land, to submit to the Council for approval the Water Sports Centre Specification.
- 2 Prior to Occupation of [ %] Dwellings on the Phase 1 Land, to Practically Complete the Water Sports Centre in accordance with the approved Water Sports Centre Specification.

## Part 4 – Financial contributions

The following Definitions apply in this Part:

**Air Quality Contribution** means the sum of £[TBC] towards [improving air quality].

**Carbon off-set Contribution** means the sum included within the energy strategy submitted with the Planning Applications but which shall be recalculated once the Development is Practically Complete using the [calculation TBC]

**Controlled Parking Zone Review Contribution** means [ ]

**Ecological Mitigation Contribution** means the sum of [£TBC] for the purposes of [TBC].<sup>7</sup>

**Health Contribution** means the sum of ~~£TBC~~£465,850 for the purposes ~~of £TBC~~[\[of meeting the primary healthcare requirements of the Development\]](#)<sup>8</sup>.

**Landscaping Mitigation and Enhancements Contribution** means the sum of [£TBC] for the purposes of [TBC]<sup>9</sup>

**Level Crossing Contribution** means [ ]

**Transport Contribution** means the sum of [£TBC] for the purposes of [TBC - to include road safety and improved pedestrian and cycle facilities at junction of Upper Richmond Road West with Sheen Lane; street trees, bus stop alterations] (note: this is only required if there are works not covered by the highways agreement covered in Schedule 3 Part 10)

The Owner covenants so as to bind its interest in the Phase 1 Land as follows:

- 1 Prior to Occupation of [ %] Dwellings on the Phase 1 Land, to pay to the Council 50% of the Transport Contribution.
- 2 [Prior to Occupation of [ %] Dwellings on the Phase 1 Land, to pay to the Council 50% of the Health Contribution.]
- 3 [Prior to Occupation of [ %] Dwellings on the Phase 1 Land, to pay to the Council 50% of the Carbon Off-set Contribution.]
- 4 [Prior to Occupation of [ %] Dwellings on the Phase 1 Land, to pay to the Council 50% of the Air Quality Contribution.]
- 5 [Prior to Occupation of [ %] Dwellings on the Phase 1 Land, to pay to the Council 50% of the Ecological Mitigation Contribution.]
- 6 [Prior to Occupation of [ %] Dwellings on the Phase 1 Land, to pay to the Council 50% of the Landscaping Mitigation and Enhancements Contribution.]
- 7 [Prior to Occupation of [ %] Dwellings on the Phase 1 Land, to pay to the Council 50% of the Level Crossing Contribution. TBC]

<sup>7</sup> To be justified and amount to be proposed by the Council for Applicant consideration

<sup>8</sup> To be justified and amount to be proposed by the Council for Applicant consideration

<sup>9</sup> To be justified and amount to be proposed by the Council for Applicant consideration

- 8 [Prior to Occupation of [ %] Dwellings on the Phase 1 Land, to pay to the Council 50% of the Controlled Parking Zone Review Contribution TBC]

## Schedule 5 – Owner’s Phase 2 Obligations

### Part 1 – Access

The following Definitions apply in this Part:

**Basement Works** means those works carried out under ground floor level of the Development for the purposes of constructing the basement which shall not constitute Implementation.

**School Access Road** means the road shown coloured orange on plan [ ].

**Temporary Access Route** means [the temporary access to be provided to the north of the School Land as shown coloured blue on plan [ ]

**Temporary Access Route Specification** means a specification setting out [TBC]

The Owner covenants with the Council so as to bind its interest in the Phase 2 Land as follows:

- 1 Prior to Implementation of Planning Permission 1 on the Phase 2 Land save for the Basement Works, to submit to the Council for approval the Temporary Access Route Specification.
- 2 Prior to Implementation of Planning Permission 1 on the Phase 2 Land save for the Basement Works, to lay out the Temporary Access Route and make it available for the construction and access to the Phase 2 Land.
- 3 Prior to Occupation of [ %] Dwellings on the Phase 2 Land to lay out the School Access Road to adoptable standard and made available for adoption by the highway authority
- 4 Upon Practical Completion of the Development, the Temporary Access Route shall be converted into a cycle and pedestrian route [details and timings TBC].

## Part 2 – Community Park

The following Definitions apply in this Part:

**Community Park** means the area coloured green shown on plan [ ] to be provided and transferred to the Council under Schedule 5, part [2]

**Community Park Specification** means the specification for the Community Park which will provide [TBC - to include a requirement that the design and layout will not prejudice the potential future delivery of a bus layover]

**Community Park Transfer** means [a transfer substantially in the form attached at Appendix [ ]]

The Owner covenants with the Council so as to bind its interest in the Phase 2 Land as follows:

- 1 Prior to Occupation of the School, to submit to the Council for approval the Community Park Specification.
- 2 Prior to Occupation of [ %] Dwellings on the Phase 2 Land:
  - (a) to lay out the Community Park; and
  - (b) to enter into the Community Park Transfer with the Council.

### Part 3 – Assisted Living

The following Definitions apply in this Part:

**Extra Care Units** means the [up to] 80 units to be delivered on the Phase 2 Land as shown coloured purple on Plan [ ]

**Extra Care Units Specification** means the specification to be submitted for approval which provides for [principles TBC - minimum age, needs assessment, hours of care, management plan, etc.]

The Owner covenants with the Council so as to bind its interest in the Phase 2 Land as follows:

- 1 Subject to the outcome of any affordable housing review process prior to Occupation of any Dwellings on the Phase 2 Land to submit the Reserved Matters Application in respect of the Extra Care Units.
- 2 Prior to Occupation of [ %] Dwellings on the Phase 2 Land to Provide the Extra Care Units in accordance with the Extra Care Specification.



## Part 4 – Financial contributions

The following Definitions apply in this Part:

**Air Quality Contribution** means the sum of £[TBC] towards [improving air quality].

**Carbon off-set Contribution** means the sum included within the energy strategy submitted with the Planning Applications but which shall be recalculated once the Development is Practically Complete using the [calculation TBC]

**Controlled Parking Zone Review Contribution** means [ ]

**Ecological Mitigation Contribution** means the sum of [£TBC] for the purposes of [TBC].<sup>10</sup>

**Health Contribution** means the sum of ~~[£TBC]~~ £465,850 for the purposes of ~~[TBC]~~ [meeting the primary healthcare needs of the Development](#)<sup>11</sup>.

**Landscaping Mitigation and Enhancements Contribution** means the sum of [£TBC] for the purposes of [TBC]<sup>12</sup>

**Level Crossing Contribution** means the sum of [£ TBC] for the purposes of [TBC]

**Transport Contribution** means the sum of [£TBC] for the purposes of [TBC - to include road safety and improved pedestrian and cycle facilities at junction of Upper Richmond Road West with Sheen Lane; street trees, bus stop alterations] (note: corresponding S278 agreement(s) required)

The Owner covenants with the Council so as to bind its interest in the Phase 2 Land as follows:

- 1 Prior to Occupation of [ %] Dwellings on the Phase 2 Land, to pay to the Council 50% of the Transport Contribution.
- 2 [Prior to Occupation of [ %] Dwellings on the Phase 2 Land, to pay to the Council 50% of the Health Contribution.]
- 3 [Prior to Occupation of [ %] Dwellings on the Phase 2 Land, to pay to the Council 50% of the Carbon Off-set Contribution.]
- 4 [Prior to Occupation of [ %] Dwellings on the Phase 2 Land, to pay to the Council 50% of the Air Quality Contribution.]
- 5 [Prior to Occupation of [ %] Dwellings on the Phase 2 Land, to pay to the Council 50% of the Ecological Mitigation Contribution.]
- 6 [Prior to Occupation of [ %] Dwellings on the Phase 2 Land, to pay to the Council 50% of the Landscaping Mitigation and Enhancements Contribution.]
- 7 [Prior to Occupation of [ %] Dwellings on the Phase 2 Land, to pay to the Council 50% of the Level Crossing Contribution. TBC]

<sup>10</sup> To be justified and amount to be proposed by the Council for Applicant consideration

<sup>11</sup> To be justified and amount to be proposed by the Council for Applicant consideration

<sup>12</sup> To be justified and amount to be proposed by the Council for Applicant consideration

- 8 [Prior to Occupation of [ %] Dwellings on the Phase 2 Land, to pay to the Council 50% of the Controlled Parking Zone Review Contribution TBC]

## Schedule 6 – The School Land Obligations

### Part 1 – Barnes Eagles commitments

The following Definitions apply in this Part:

**Barnes Eagles** means Barnes Eagles Football Club or such successor football club

**Initial Barnes Eagles Contribution** means a contribution of ninety thousand seven hundred and fifty pounds (£90,750) [Index Linked] towards either the provision of temporary football pitches for use by Barnes Eagles whilst the Development is being constructed ~~for for the future costs of Barnes Eagles~~ ~~associated with the Development]~~.

**Community Use Agreement** means ~~an agreement between the School and Council to ensure that for 25 years from first Occupation of the School and Barnes Eagles will be able in relation to the use the artificial grass pitch and ancillary of the sports facilities for two nights a week and between 09.00 to 15.30 to be provided on Sundays during the football season [August to May] at [preferential rates] and at all other times for public use [such agreement to be the School Land as amended from time to time~~ substantially in the form attached at Appendix [ ]<sup>a</sup>.

~~ESFA means the Education and Skills Funding Agency which is an executive agency sponsored by the Department for Education accountable for funding education and skills for children, young people and adults (or such other successor body which may replace it and inherit its functions) or any nominee of the ESFA.~~

~~School Bus Contribution means the sum of [£TBC] for the purposes of [providing a bus service to serve the School]~~

**Existing Licence Agreement** means a licence between the Owner and Barnes Eagles Football Club dated 1 July 2016 as varied relating to the Land.

**Occupation Date** means the date the sports facilities are Practically Complete and available for use by Barnes Eagles and the Community Use Agreement and the School Licence to Barnes Eagles for the use of such facilities have been completed.

**School Licence** means an agreement between the School and Barnes Eagles for the use of the sports facilities.

**Top-up Barnes Eagles Contribution** means the sum of £45,375 (index linked).

**Vacation Date** means the date Barnes Eagles are required to vacate the existing football pitch in accordance with the Existing Licence Agreement.

1 The Owner covenants with the Council so as to bind its interest in the School Land as follows:

- (a) ~~not to terminate the arrangements for Barnes Eagles to use the existing football pitch until the~~ to pay the Initial Barnes Eagles Contribution to the Council.<sup>13</sup>

<sup>13</sup> Payor TBC

- (b) not to terminate the Existing Licence Agreement until the Initial Barnes Eagles Contribution has been paid to ~~the Council~~ Barnes Eagles.
  - (c) ~~(b)~~ not to Occupy the School prior to entering into the Community Use Agreement.
  - (d) not to Occupy the School until the School Licence has been entered into.
  - (e) to use the facilities at the School in accordance with the Community Use Agreement.
- 2 The Owner shall pay the Top-up Barnes Eagles Contribution to the Council upon every anniversary of the Vacation Date commencing on the third anniversary until the facilities at the School have been provided and are ready and available for use by Barnes Eagles and the Community Use Agreement and the School Licence have been completed.
- 3 If the Occupation Date shall fall prior to the relevant anniversary of the Vacation Date for the Top-up Barnes Eagles Contribution, the Top-up Barnes Eagles Contribution shall be apportioned accordingly on a daily basis.
- 4 ~~2~~ The Council covenants to pass the Initial Barnes Eagles Contribution to the English Schools' Football Association, or any relevant successor organisation, within [and the Top-Up Barnes Eagles Contribution to Barnes Eagles within 20 working days] of receipt ~~and to use reasonable endeavours to ensure,~~
- 5 ~~Should~~ the Council fail to pass the Initial Barnes Eagles Contribution ~~will be paid by the English Schools' Football Association~~ and the Top-Up Barnes Eagles Contribution to Barnes Eagles within 20 working days then the Council shall return the monies to the Owner and the Owner will pass the Initial Barnes Eagles Contribution and the Top-Up Barnes Eagles Contribution to Barnes Eagles within a further 20 working days.

## Part 2 – School obligations

The following Definitions apply in this Part:

**Chalker's Corner Works** means the works authorised under Planning Permission 3.

**relevant Chalker's Corner Works Contribution** means the sum identified to be paid in respect of the School Land.

School Bus Contribution means the sum of [£TBC] for the purposes of [providing a bus service to serve the School]

**School Lease** means the lease to be entered into with the ESFA.

**School Travel Plan** means a detailed plan or plans in accordance with part 2 of Schedule 6, which sets out the management of travel demand and incentives for more sustainable travel to and from the School.

**Travel Plan Monitoring Contribution** means the sum of [£TBC] for the purposes of monitoring compliance with the Commercial Travel Plan and the Residential Travel Plan [and the School Travel Plan]

- 1 The Owner covenants with the Council so as to bind its interest in the School Land as follows:
  - 1.1 Not to Occupy more than [ %] Dwellings, until the School Lease has been entered into with the ESFA or a nominated body upon terms [substantially] similar to those set out at Appendix A.
  - 1.2 Prior to [ TBC ] to pay the Level Crossing Contribution [TBC]
  - 1.3 Not to Occupy the School until either the:
    - (i) completion of the Chalker's Corner Works; or
    - (ii) if the Chalker's Corner Works are undertaken by Transport for London [or a developer who is not the Owner]) to pay the relevant Chalker's Corner Works Contribution to the Council. <sup>14</sup>

<sup>14</sup> Note to Council: we will need to provide for the Owners to have the ability to carry out the Chalker's Corner Works and, if not, to make a contribution. The split between the School and the Owner will need to be quantified.

2 [To submit and comply with a construction management/logistics plan – details TBC].

[Note: Transport, Energy, Air Quality Ecology and Landscaping contributions have all been secured in relation to Phases 1 and 2 but are also noted as also relating to the School]

3 Pay the School Bus Contribution to the Council annually in five equal instalments beginning on the date of Occupation of the School and ending on the 5th anniversary of Occupation of the School.

4 Submit the proposed School Travel Plan to the Council for approval prior to Occupation of the School.

5 Comply with the provisions of the approved School Travel Plan (or such revised School Travel Plan as may be agreed with the Council in writing annually) from Occupation of the School for the lifetime of the School.

6 [Pay the Travel Plan Monitoring Contribution in respect of the School Travel Plan prior to Occupation of the School.]

## Schedule 7 – The Councils’ Covenants

The Council covenants with the Owner as follows:

### 1 **Planning permission**

Not to use sums received from the Owner under this Deed for the any purposes other than those specified in this Deed for which they are to be paid (or for such other purposes for the benefit of the Development as the Owner and the Council shall agree).

### 2 **Repayment of contributions**

2.1 To pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within 5 years of the date of receipt by the Council of such payment together with interest at the accrued for the period from the date of payment to the date of refund within 28 days of the request for the same made by the Owner.

2.2 To provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

### 3 **Discharge** of obligations

To provide written confirmation of the discharge of the obligations contained in this Deed within 10 working days of a written request by the Owner to do so.

### 4 **Consents** and approvals

Where the Owner is required under the terms of this Deed to secure the approval or consent of the Council such approval or consent shall not be unreasonably withheld or delayed.

## Appendix A – School Lease to ESFA – Heads of Terms

Demise:	Boundary as shown on red line plan, including the Sports Pavilion in its current condition  [Exclude Community Park/potential bus layover space]
Term:	125 years
Rent:	£1
Use:	Secular secondary school and ancillary uses  No commercial use of premises other than permitted community uses
Rights:	Access rights over adjacent road to highway (unless adopted) subject to making contribution to upkeep  Subject to the licence in favour of Barnes Eagles (terminable on 28 days notice)
Alterations:	Consent required for major works or rebuilding that would affect the character of the estate
Insurance:	School to insure
Physical repair:	All responsibility on School
Reservations:	[depends on services/utilities]
Termination:	Termination if the School has not been built out within [5] years of the grant of the lease  Termination if site not used for a school and ancillary uses for a period in excess of [24] months



## **Appendix B – Community Park Transfer to Council - Heads of Terms**

[TBC]

Demise: As shown coloured green on plan [ ]

Use: Only for use as a community park

Obligations: [To maintain the Community Park in a tidy and proper manner]

Reservations: [To permit the Owner to erect and thereafter maintain signage relating to the sale of the Dwellings until [ ]]

Executed as a deed by affixing )  
the common seal of )  
**THE LONDON BOROUGH OF** )  
**RICHMOND UPON THAMES** )  
in the presence of: )

Authorised signatory

**EXECUTED AS A DEED BY** )  
**RESELTON PROPERTIES LTD** )  
acting by a Director and its Secretary or )  
by two Directors )

Director

Director/Secretary

**THE COMMON SEAL** of the )  
**PORT OF LONDON AUTHORITY** )  
was hereunto affixed in my presence: )

Secretary to the Authority

Document comparison by Workshare 9.5 on 01 October 2019 14:46:16

Input:	
Document 1 ID	file:///C:/Users/kgill/AppData/Local/Temp/Workshare/wmtempb28/Section 106 Clean 5.9.19 to LPA(66860569_1)(67284128_1).DOCX
Description	Section 106 Clean 5.9.19 to LPA(66860569_1)(67284128_1)
Document 2 ID	file:///C:/Users/kgill/AppData/Local/Temp/Workshare/wmtempb28/Section 106 - Stag Brewery as of 24.9.19(67149566_1).DOCX
Description	Section 106 - Stag Brewery as of 24.9.19(67149566_1)
Rendering set	Underline Strikethrough

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Format change	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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	Count
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Deletions	48
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	110



**Appendix B**

**Appendix 3**

# BARNES EAGLES FOOTBALL CLUB

[www.barneseagles.co.uk](http://www.barneseagles.co.uk)



**Chairman:** Paul Mallon  
☎ 07884 238 383

**Treasurer:** Eric Pinn  
☎ 07884 112 822

**Club Secretary:** Symone Coleman  
☎ 07740 951 513

17 July 2019

**The Site:** The Stag Brewery, Mortlake (“the Site”)

**The Development:** Residential development of circa 850 dwellings with ancillary commercial space on the Site including the provision of a School with enhanced sports facilities

**The Developer:** Reselton Properties Ltd

I, Paul Mallon on behalf of Barnes Eagles Football Club (“BEFC”) confirm that BEFC have reached an agreement in principle with the Developer in relation to the future use of the sports facilities as part of the Development.

The Developer will enter into a Section 106 Planning Obligation for the provision of an all-weather floodlit full size 4G artificial football pitch and community changing facilities at the School which will be built as part of the Development. This will also contain an obligation enter into a Community Use Agreement, to govern the use of the new facilities including priority being given to BEFC.

The Developer has offered to provide a temporary licence of the Site for BEFC until commencement of the Development with 6 months’ notice to vacate and compensation payable directly to BEFC until the new facilities are capable of being occupied by BEFC.

The above terms have been agreed, subject to contract, and the legal agreements are currently being progressed as part of the planning process.

A handwritten signature in black ink, appearing to read 'Paul Mallon', is written over a horizontal line.

Paul Mallon  
Chairman  
Barnes Eagles Football Club

**Appendix B**

**Appendix 4**



**Landscape Design and Access Statement: Application B**

For Reselton Properties

RE06 October 2019



REVISION NO:	ISSUE DATE:	PREPARED BY:	APPROVED BY:
00	14/02/2018	RJ	RC
01	11/04/2019	RJ	RC
02	26/04/2019	GP	RC
03	03/05/2019	GP	RC
04	12/09/2019	CL	RM
05	20/09/2019	CL	RM
06	02/10/2019	CL	RM

## Contents

5.0	Landscape Proposals
5.1	Site Wide Landscape Masterplan
5.2	School Landscape Masterplan
5.3	Tree Retention
5.4	Vehicular Circulation Strategy
5.5	Pedestrian Circulation Strategy
5.6	Cycle Circulation Strategy
5.7	Hard Landscape Strategy
5.8	Street Furniture Strategy
5.9	Soft Landscape Strategy
5.10	Fencing
5.11	Sports Provision
5.12	Play

## Introduction

This Stag Brewery Design & Access Statement has been prepared by Gillespies Landscape Architects on behalf of Reselton Properties Limited (‘the Applicant’) in support of three linked planning applications for the comprehensive redevelopment of the former Stag Brewery Site in Mortlake (‘the Site’) within the London Borough of Richmond Upon Thames (LBRuT).

The former Stag Brewery Site is bounded by Lower Richmond Road to the south, the river Thames and the Thames Bank to the north, Williams Lane to the east and Bulls Alley (off Mortlake High Street) to the west. The Site is bisected by Ship Lane. The Site currently comprises a mixture of large scale industrial brewing structures, large areas of hard standing and playing fields.

The redevelopment will provide homes (including affordable homes), accommodation for an older population, complementary commercial uses, community facilities, a new secondary school alongside new open and green spaces throughout. Associated highway improvements are also proposed, which include works at Chalkers Corner junction.

The three planning applications are as follows:

- Application A – hybrid planning application for comprehensive mixed use redevelopment of the former Stag Brewery site consisting of:
  - i. Land to the east of Ship Lane applied for in detail (referred to as ‘Development Area 1’ throughout); and
  - ii. Land to the west of Ship Lane (excluding the school) applied for in outline detail (referred to as ‘Development Area 2’ throughout).
- Application B – detailed planning application for the school (on land to the west of Ship Lane).
- Application C – detailed planning application for highways and landscape works at Chalkers Corner.

Full details and scope of all three planning applications are described in the submitted Planning Statement, prepared by Gerald Eve LLP.

This section of the report sets out design principles and detailed strategies to support Application B for the school.

### Revised Submission

Following consultation with council Planning, Tree and Environment officers, various review meetings and negotiations with LBRuT, we have adjusted a number of elements and design to refine and clarified the landscape design in each Application. Where necessary, amended diagrams, text and supporting drawings have been prepared and submitted.





- ① Green Link
- ② Bottleworks Square
- ③ Maltings Plaza
- ④ Riverside terrace
- ⑤ Courtyard garden
- ⑥ Towpath
- ⑦ School Entry Court
- ⑧ Private garden
- ⑨ Residential street
- ⑩ School sports field
- ⑪ Public amenity space
- ⑫ Community park
- ⑬ New park

- Site Application Boundary
- School Application Boundary



The final masterplan for the school site has been designed to follow the original Concept Plan from LBRuT and maintain the open space character of the current site. The site plan as indicated includes provision of a new Community Park along the Lower Richmond Road frontage, a Multi-Use Games Area (MUGA) and Habitat Area associated with the school outdoor recreational facilities. North of this area, the all-weather 3G Sports Pitch extends up to the new street on the northern edge of the site, adjacent to the bend in Williams Lane, in a similar manner to the existing open playing field. The group of existing trees on the northern side of this new street have been retained and protected to maintain the existing character of this part of the site and as a feature within the proposed landscape at the edge of the new School property.

The new School building is situated adjacent to the new eastern Street, with the main entrance, bus setdown and carparking area along this street. Two bus bays are provided for school use and will also be used by waste vehicles collecting from the bin store adjacent to the entrance to the school. The carpark provides five (5) disabled accessible bays and ten (10) standard bays for staff and visitors to the school.

The northern street is proposed to function as a limited access zone for pedestrians and cyclists accessing the school and traversing through the site (east to west), with limited service and emergency access for vehicles as well as school buses on a one way street towards the western connection to Williams Lane. In the short term, subject to staging of the surrounding development, this street will provide a through connection for traffic associated with the school, leaving the site via Williams Lane to Lower Richmond Road. Once the remaining street network is constructed, it is intended that the School manage access to this northern street zone with retractable or removable bollards at either end. This will allow vehicles to traverse east into Ship Lane to exit the precinct, rather than circulating west via Williams Lane. One bus stop will be located on the northern street.

- ① Green Link
- ② Maltings Plaza
- ③ Entry Plaza
- ④ Courtyard garden
- ⑤ New park entrance
- ⑥ School Entry Court
- ⑦ School sports field
- ⑧ Public amenity space
- ⑨ Community park
- ⑩ Car park
- ⑪ Coach parking
- ⑫ MUGA
- ⑬ Habitat area
- ⑭ Private garden

- School Application Boundary
- School Ownership Boundary
- Future Bus Terminal Location Boundary
- Site Application Boundary



School Landscape Masterplan Final



The northern street will be constructed in the first stage, along with the school building and surrounds, providing one way access (west) from the eastern street to Williams Lane and out to Lower Richmond Road. This street will also allow for loading and unloading of buses for school excursions and circulation of cyclists from Williams Lane and north or south of the site, via Lower Richmond Road or the cycle path network on the bridge and Thames Path on the river edge.

A small carpark adjacent to the school eastern end, including a minimum of 10 standard bays and five disabled bays with required circulation space. Two bus parallel parking bays (913) are to be provided on the street adjacent to the main school entry. A third bus stop is proposed within the northern shared access zone and controlled by the school.

Within the development of the Development Area 2, further street network construction will provide connection of the eastern street across to Ship Lane, thereby allowing the partial closure of North Street and control of access through this zone, while maintaining cycle and pedestrian access and circulation.

The shared cycle and pedestrian connection east west to Ship Lane and the Development Area 1 will also be built at this time to connect the network through the site to Mortlake Green, Lower Richmond Road and Mortlake High Street and beyond to the east and south.

- ① Green Link
- ② Maltings Plaza
- ③ Entry Plaza
- ④ Courtyard garden
- ⑤ New park entrance
- ⑥ School Entry Court
- ⑦ Temporary grass verge
- ⑧ School sports field
- ⑨ MUGA
- ⑩ Habitat area
- ⑪ Existing sports field Kept
- ⑫ Car park
- ⑬ Coach parking

- School Application Boundary
- School Ownership Boundary
- Future Bus Terminal Location Boundary
- Site Application Boundary





### 5.3 Tree Retention

This diagram indicates existing trees from the Tree Survey which will be retained or removed as a result of the proposed school masterplan development.





Qualitative assessment and allocated category of each tree has been taken into account in decisions to retain and or remove and where possible, adjustments to the masterplan have enabled the retention of the majority of Category A and B trees.

Allowance is made in the treatment adjacent to retained trees. Pavement treatment of paths and paving adjacent to or within the Root Protection Zone has also been adjusted to avoid excessive excavation or disturbance of root zones or future compaction of this area.

Full tree removal list please refer to Stag Brewery Landscape Design & Access Statement Application A.



Diagram is based on Arboricultural Survey and Impact Assessment WIE10667-100\_R\_3\_3\_3\_ASR&IA.

- Legend**
-  Remove
  -  Retain
  -  School Application Boundary
  -  Site Application Boundary

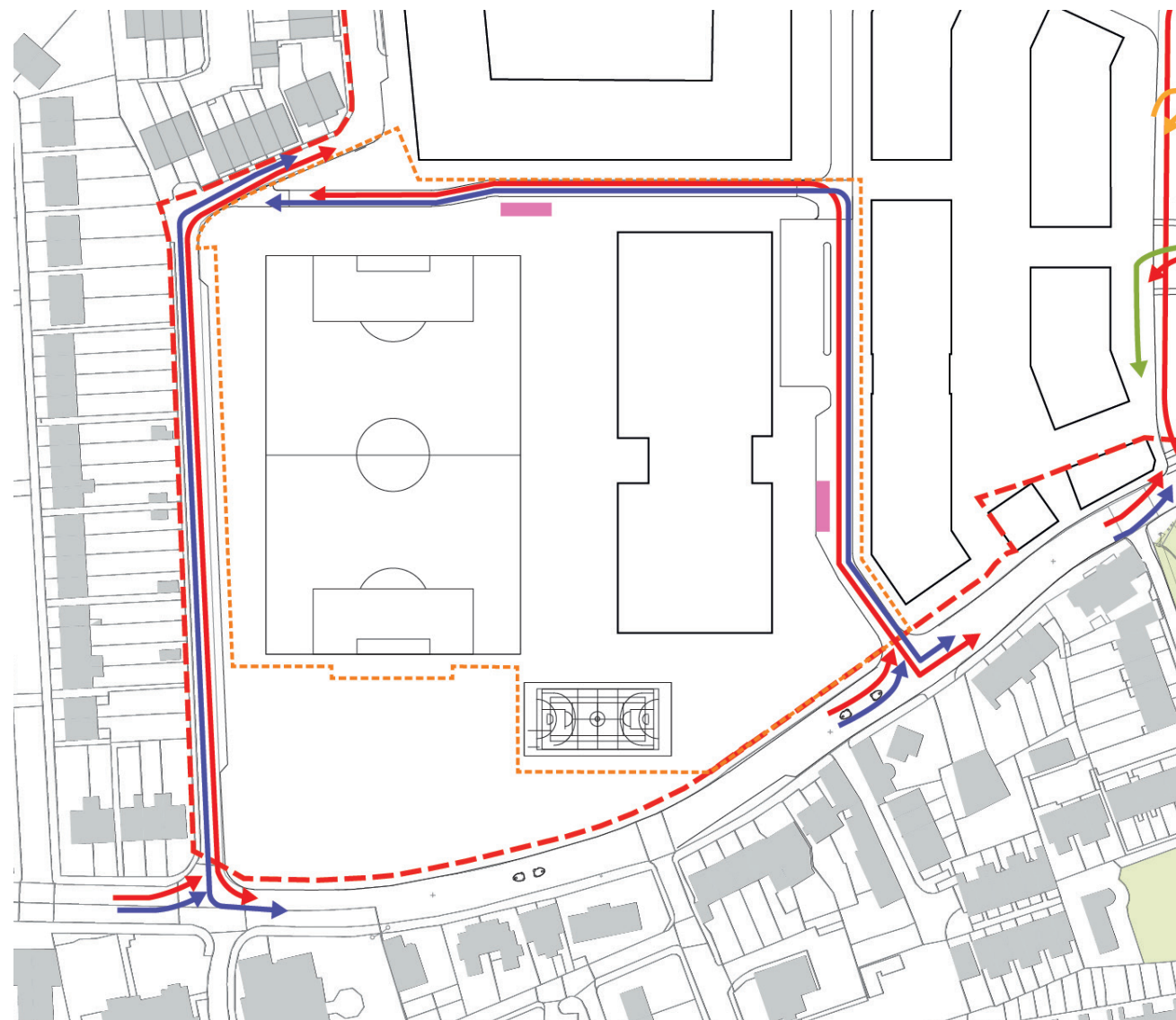


The North Street will be constructed to allow controlled vehicular access and movement for service and emergency vehicles but is mainly intended as a pedestrian and cycle access to the school. A one way asphalt pavement (4m wide) with 300mm wide granite kerbs, will provide for vehicles and footpaths, street trees and planting will be provided to ensure this zone reinforces the pedestrian nature and accessibility to the school.

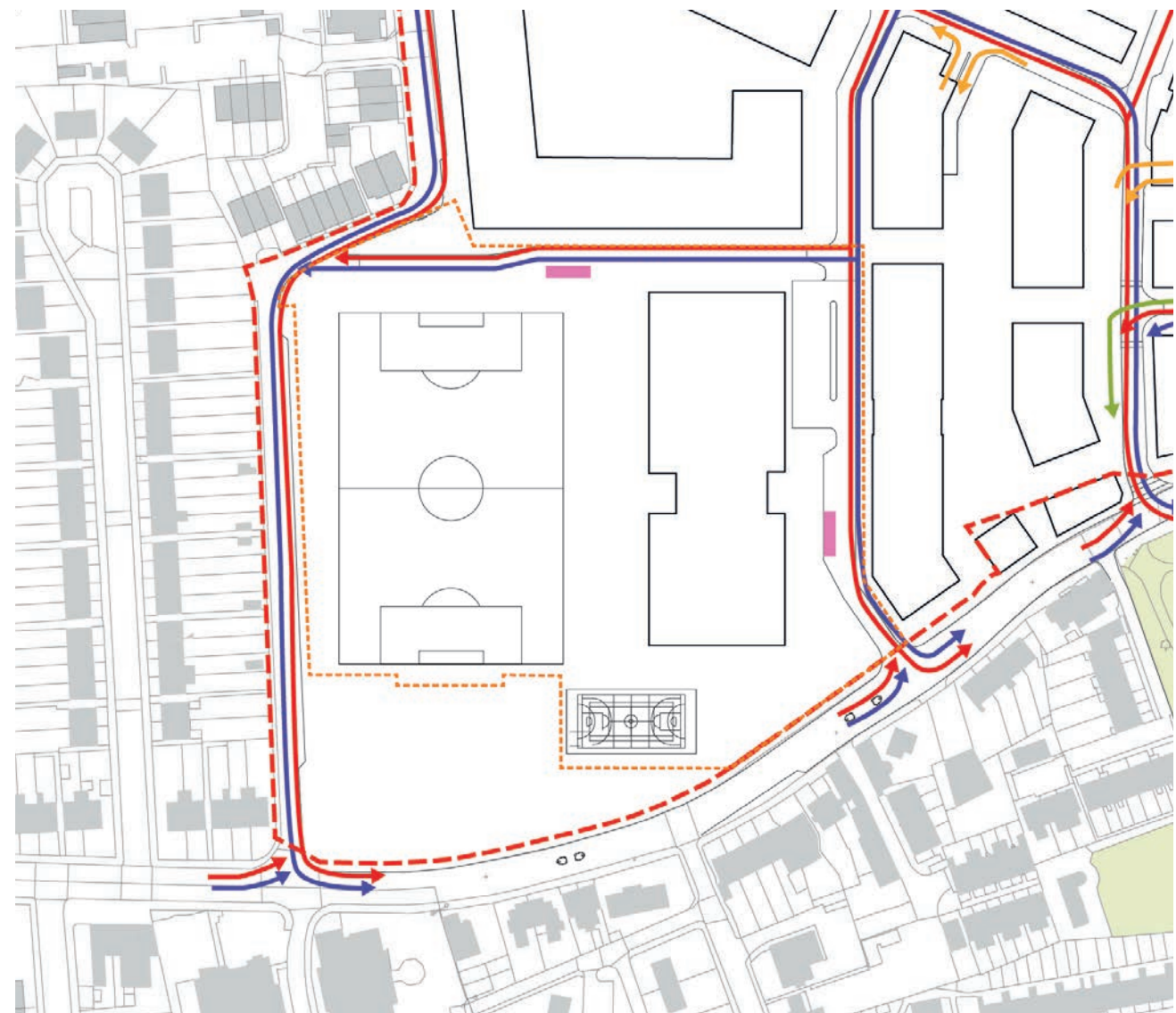
Street lighting is provided in accordance with local authority requirements and is detailed under the Lighting Design section of this report.

Eastern Street provides for two-way traffic and includes two set down bays for buses outside the school entry. These bays are also used by Waste collection vehicles collecting from the designated bin store area of the school.

- Legend**
- Fire Tender
  - Waste Collection
  - Delivery
  - Passenger (Residential/Retail)
  - School Bus Stops
  - School Application Boundary
  - Site Application Boundary



Vehicular Circulation Strategy Interim (Whilst phased development takes place)








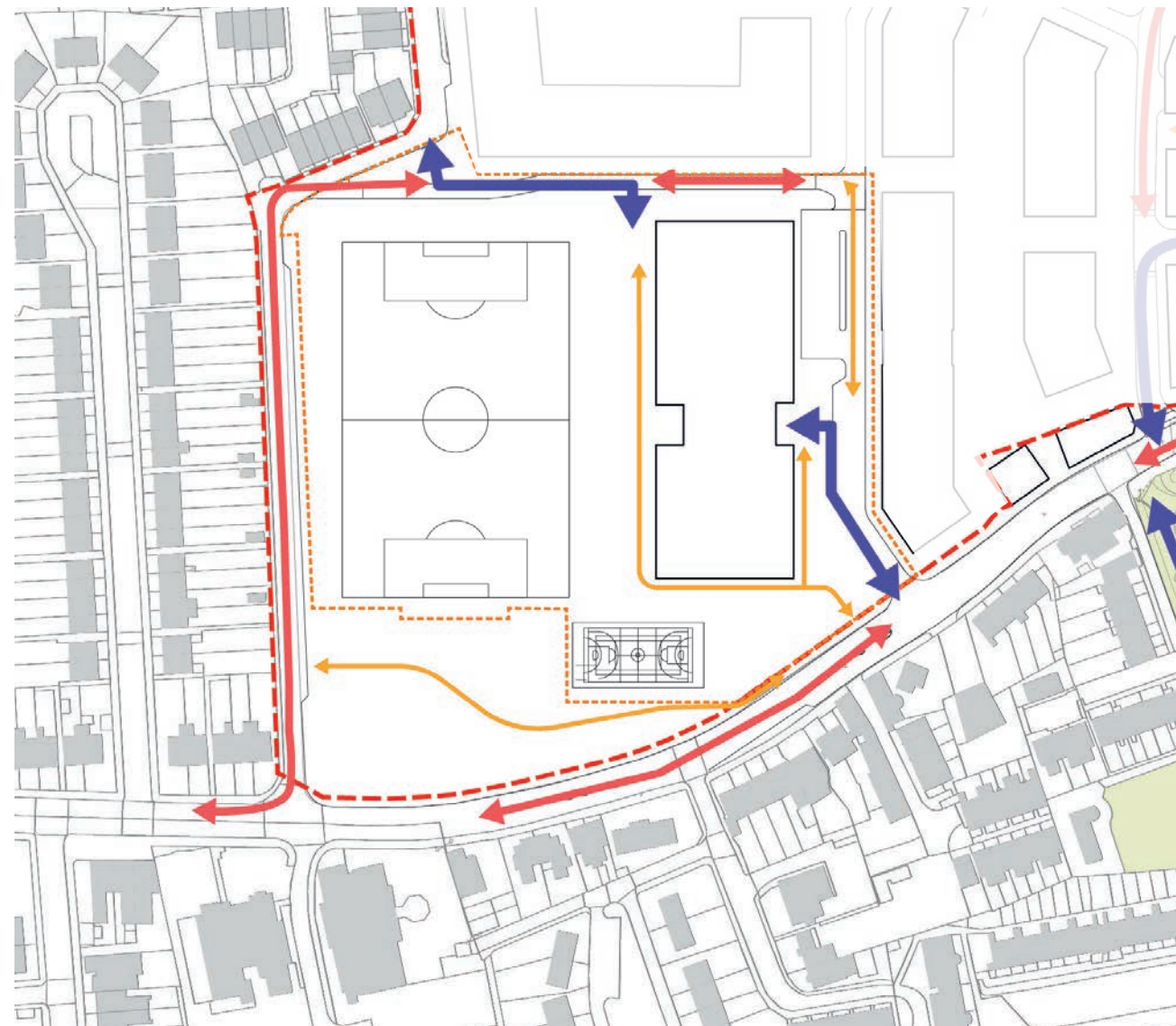
Vehicular Circulation Strategy Final



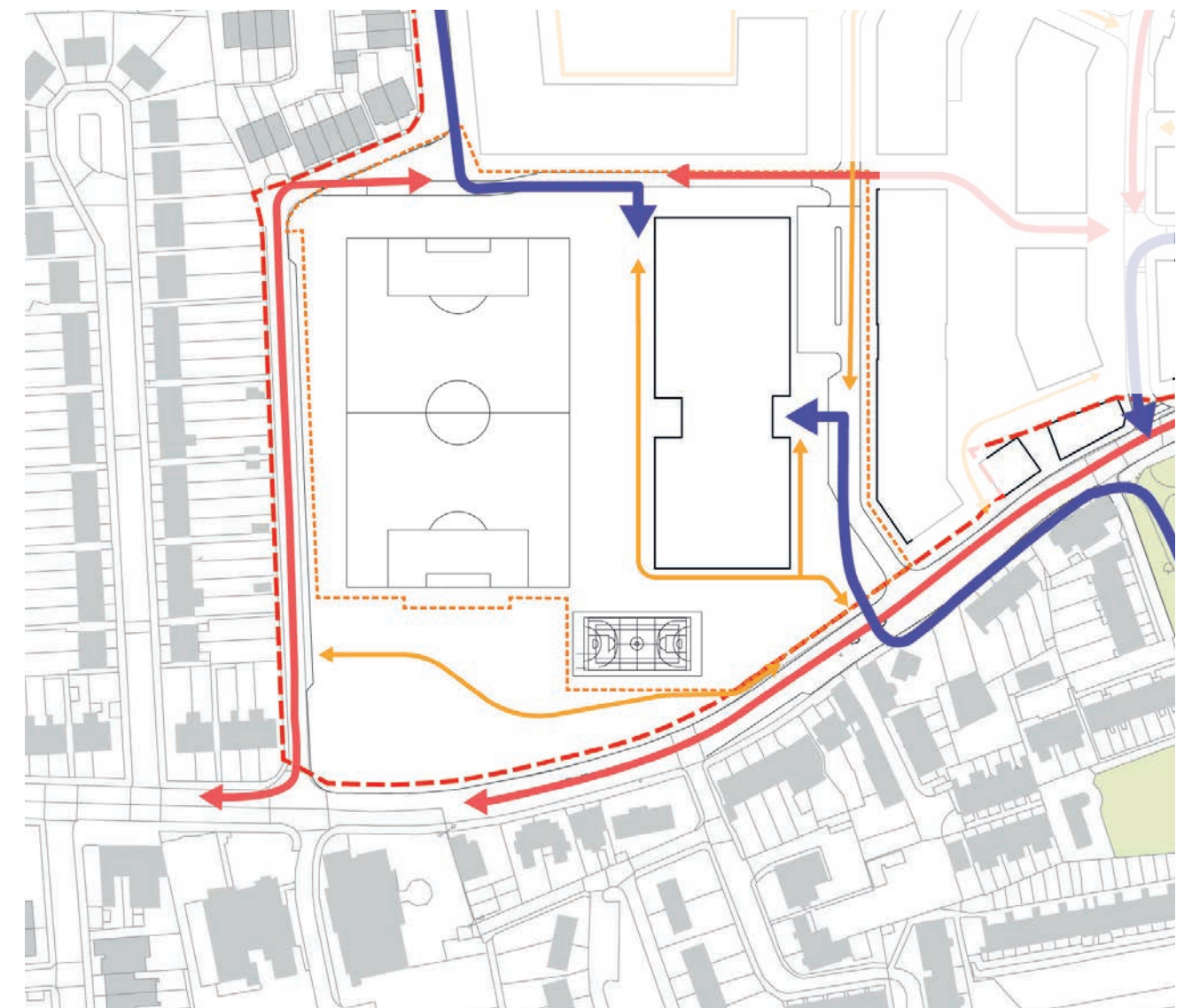
5.5 Pedestrian Circulation Strategy

Consideration has been given to the principle of maximising pedestrian access and circulation within and beyond the school, affording students and visitors the opportunity to move through the school site and connect to the surroundings. Connection with the existing street network, riverside path, open space and surrounding development has been paramount in the establishment of a new school masterplan.

- Legend**
-  Primary
  -  Secondary
  -  Tertiary
  -  School Application Boundary
  -  Site Application Boundary











Pedestrian Circulation Strategy Interim (Whilst phased development takes place)



Pedestrian Circulation Strategy Final



**Legend**

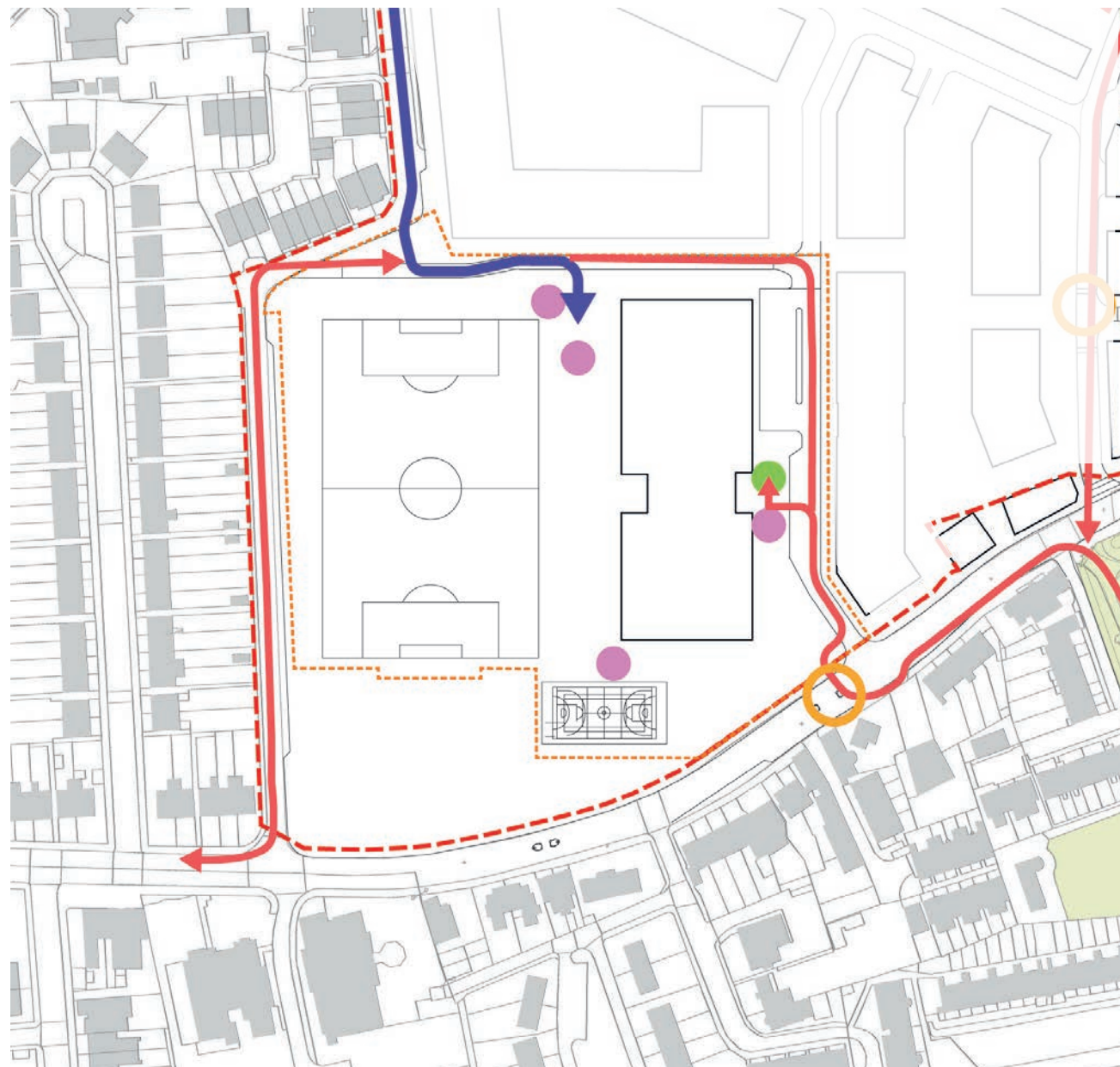
-  Primary (Quiet Route)
-  Secondary
-  Towpath
-  External Cycle Rack Location
-  Secured Long Stay Cycle Rack Locations
-  Crossing Treatment
-  School Application Boundary
-  Site Application Boundary

The site affords connectivity and circulation by cycles for school children and visitors from the local area, with broad pavements and a series of connecting streets, paths and open spaces. The Cycle Strategy allows for cycle access throughout the school site and connection to the wider network of streets and cycle paths at a number of points. This allows the site to provide a facility for safe quiet recreational cycling away from the busier roads.

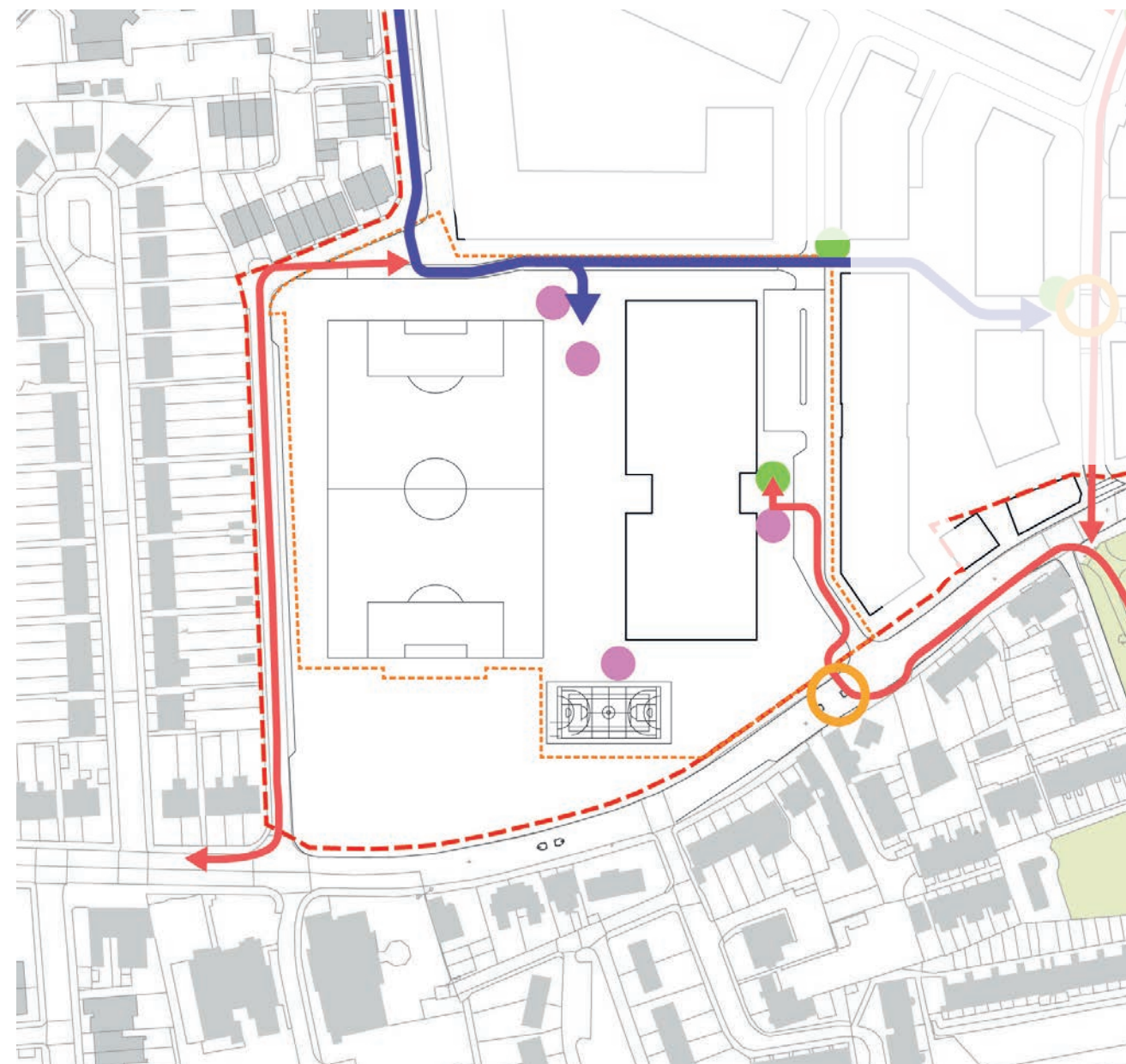
The primary routes indicated show connection from the A316 and Chiswick Bridge down along Williams Lane to the Secondary School and further into the site, with an exit onto Mortlake High Street at the western end of the site.

Secondary routes are shown to the school and along Ship Lane to the river and the proposed streets and laneways within the development also provide sufficient space to cater for cyclists as well as pedestrians.

Cycle racks for short stay and long stay are required as per New London Plan and provided in a number of locations around the site adjacent to entrances to the school and inside of the school. Please refer to Cycle Parking Strategy in this document for details.



Cycle Circulation Strategy Interim



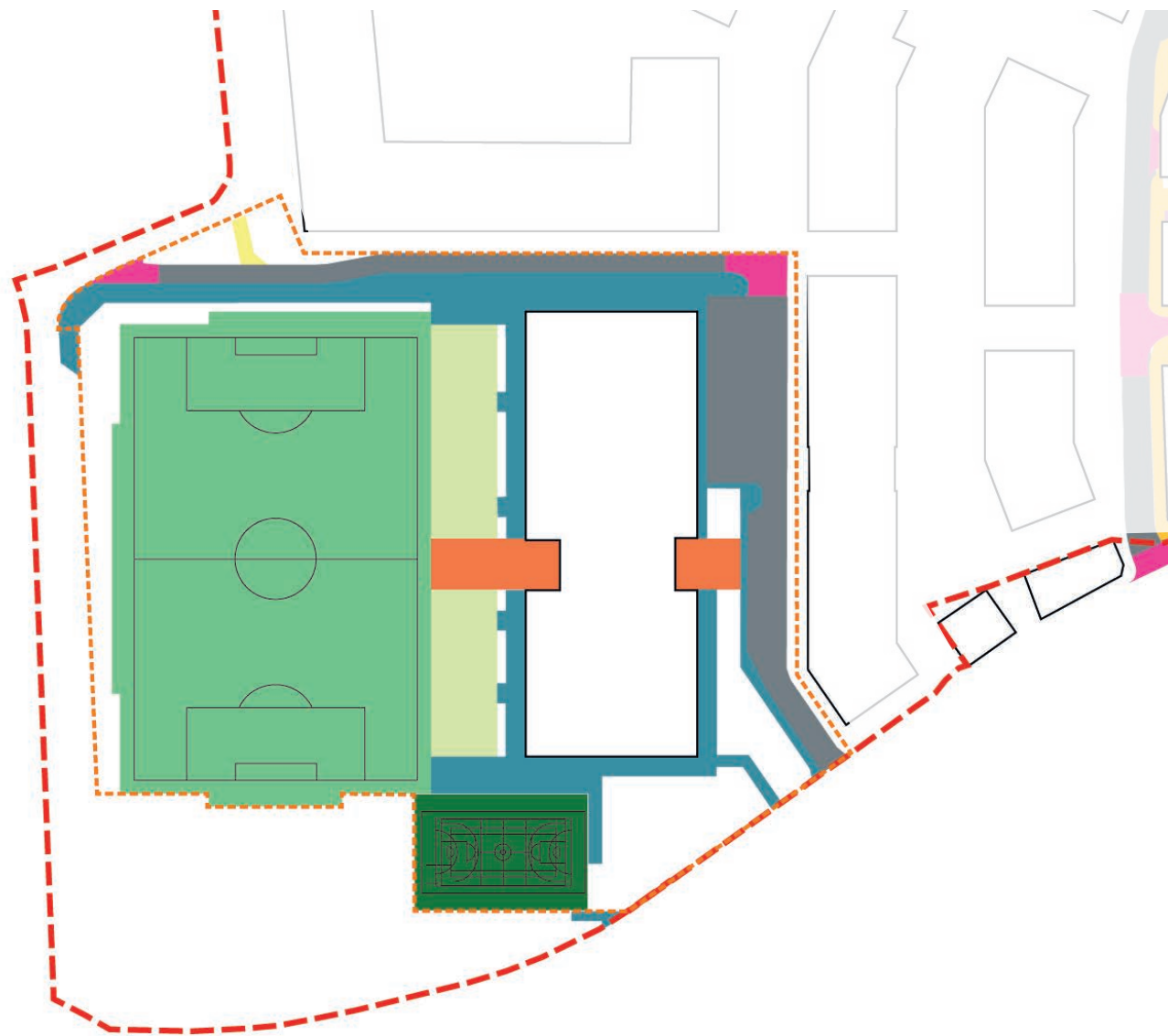
Cycle Circulation Strategy Final

The main aims of the hard landscape strategy are simplicity of design and layout, and overall quality, bearing in mind maintenance considerations, and cost limitations. Colour, texture and unit size help to define the uses of various spaces, including using paving sizes and patterns in 'streets' to identify pedestrian priority. The accessibility requirements of vision and mobility impaired users is a factor in the determination of surface and edge types to provide a legible and safe environment in accordance with current requirements.

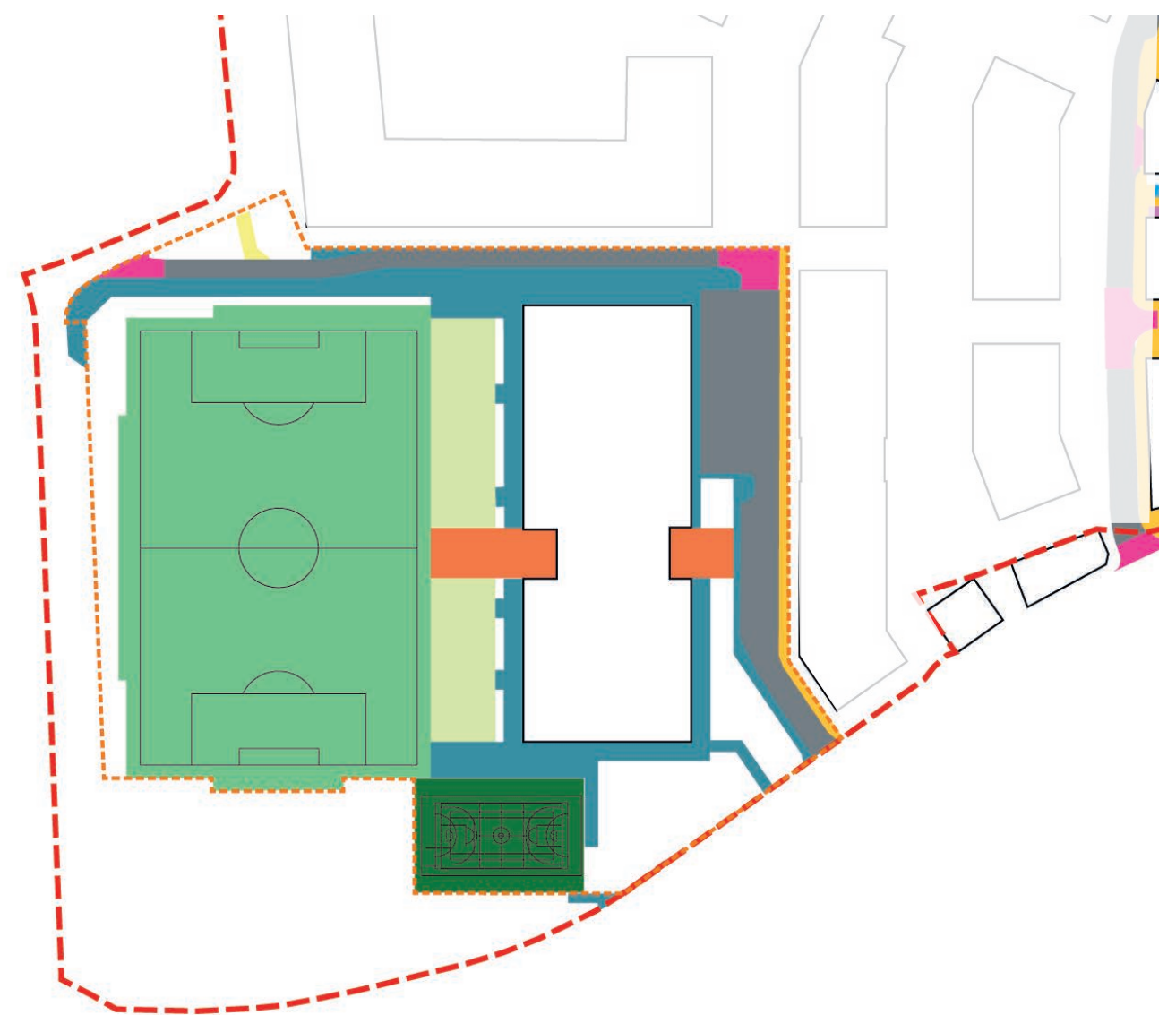
It is proposed to use paved surfaces of different scale and grain to create a range of distinct characters within a unified warm palette of materials. Artificial stone flags can potential create a more permeable surface for storm water infiltration.

**Legend**

- Asphalt
  - Small Block Setts
  - Artificial Stone Flag Paving
  - Dark Green Porous Macadam Surfacing
  - Light Green Porous Macadam Surfacing
- 3G Pitch Material
  - Feature Stone Paving
  - Resin Bound Aggregate Paving
  - School Application Boundary
  - Site Application Boundary



Hard Landscape Palette Interim



Hard Landscape Palette Final



Hard Landscape Precedent Images



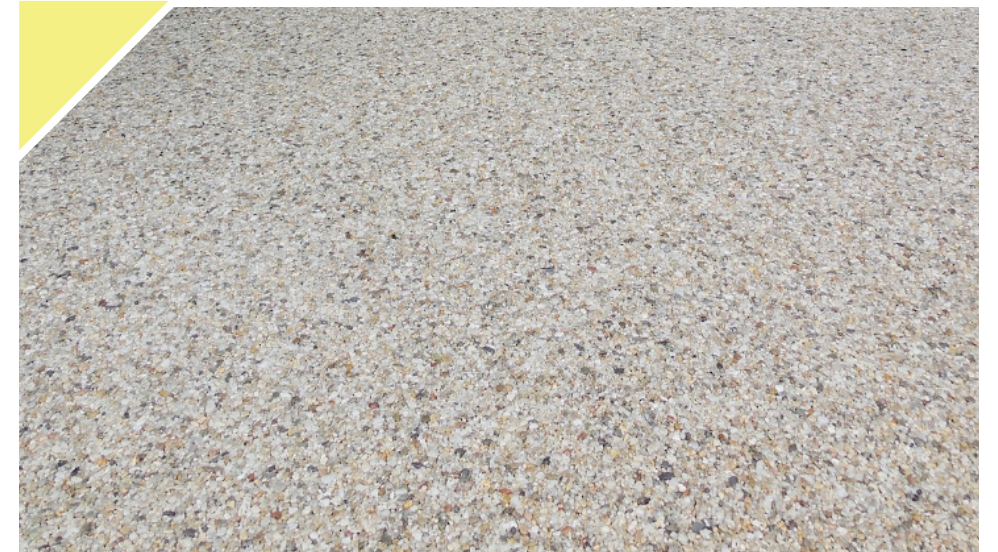
Small block setts



Muga - Pitch Treatment



3G Pitch Treatment



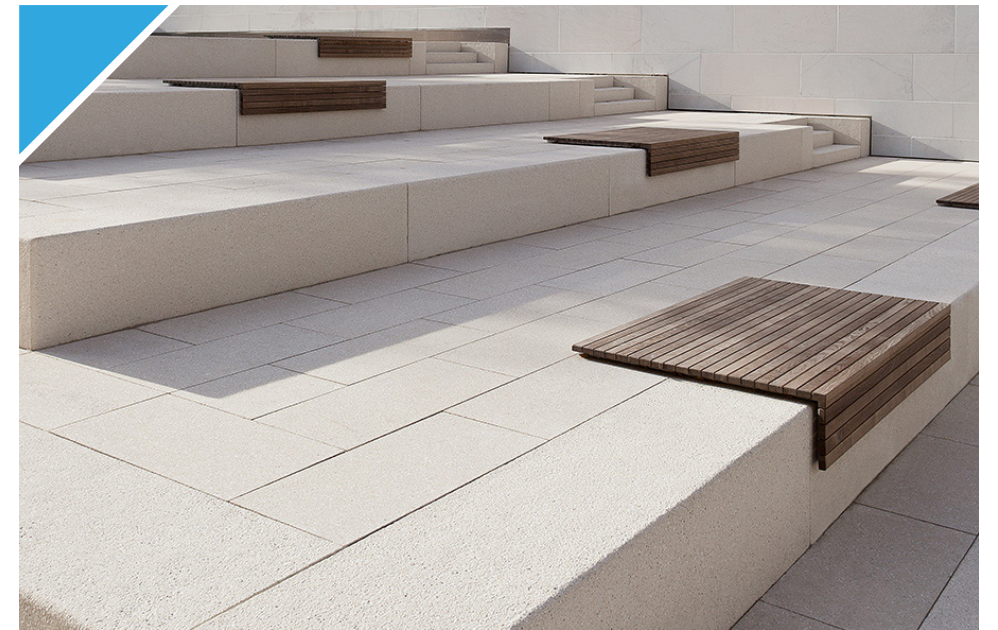
Resin Bound Aggregate



Artificial Stone Flag Paving



Hot Rolled Asphalt



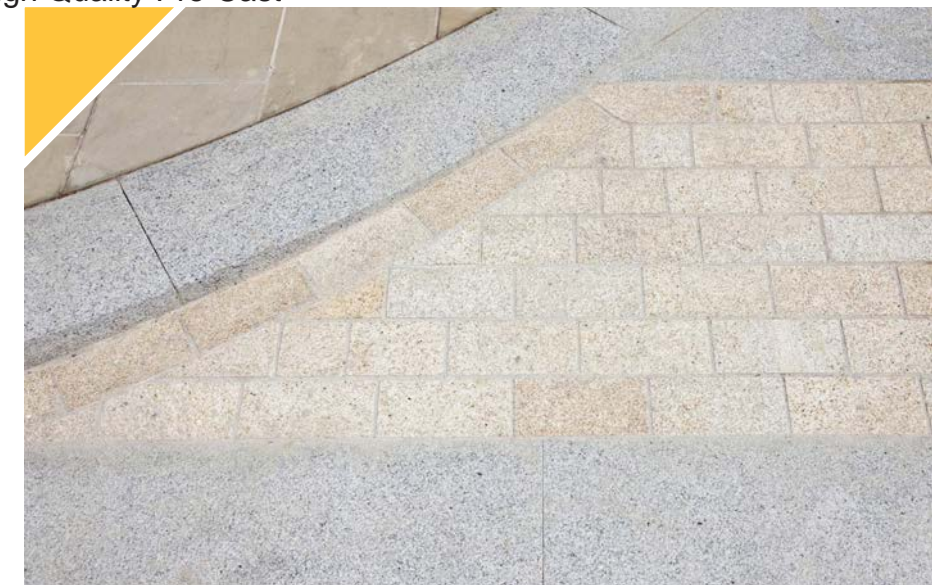
High Quality Pre-Cast



Feature Mix Stone Paving



High Quality Stone Paving



High Quality Stone Paving



The selection of materials and finishes reflects this approach of improving quality of the public landscape and school design, and is intended to integrate the school site into the broader context of overall site as well as Mortlake.

Subtle changes of materials and patterns will be used to differentiate use areas and functions between public and private, vehicle and pedestrian and to define different character to special areas. Materials are selected for durability and functionality as well as appearance. Where feasible, materials will utilise recycled and recyclable materials and techniques and minimise energy and resource use throughout their life cycle.

**Legend**

- Concrete/timber benches
- Resin bound gravel tree pit
- Bins
- Bollards
- Cycle stands
- Cycle stands in bin & cycle store
- Two-tier cycle rack shelter
- School Application Boundary
- Site Ownership Boundary



Cycle Parking Strategy for School (Interim and final)



	No. of New Parking (Long Stay)		No. of New Parking (Short Stay)	
	Required	Provided	Required	Provided
School	179	180	13	14

**Legend**

- Short stay parking - Sheffield stand
- Long stay parking - Sheffield stand (within school fence)
- Long stay parking - Two tier cycle shelter (within school fence)
- Long stay parking in locked bin store
- - - Site Application Boundary
- - - School Application Boundary



## Precedent images



Concrete benches



Bins



Bollards

**SFD**  
streetfurnituredirect

### Manchester Cast Bollard / SFD560

#### Product Description

The Manchester Cast Iron Bollard has a traditional and contemporary design which makes it popular choice with Architects and Councils. The Cast Iron Bollard adds a classic look to any high street, while providing strength.

#### Dimensions

Length 1300mm.  
Diameter 230mm.  
Manufactured from Cast Iron, Finished in black gloss.  
Root Fixed.



Call our Sales Team: 01625 879442  
Email: [sales@streetfurnituredirect.co.uk](mailto:sales@streetfurnituredirect.co.uk)  
Web: [www.streetfurnituredirect.co.uk](http://www.streetfurnituredirect.co.uk)



Resin bound gravel tree pit



Tree grilles



Cycle stand



Timber benches

Trees

The proposed tree strategy can be broken down into the following landscape types and will be defined by the tree species shown in the indicative planting list and the tree strategy plan:

- 1) Retained trees: on-going husbandry and canopy management of the existing trees, alongside a new augmented tree planting to emphasise and enhance the amenity impact of any blocks of planting.
- 2) Structural Street Tree Planting: along the streets, tree planting is to be predominantly native species with columnar canopies, allowing the trees to be situated in close proximity to the building massing & thereby providing shade and shelter from wind and giving seasonal interest in leaves, bark and form. Interspersed softscape bays and corners are populated with clusters that unify the street scene and define their own character.
- 3) Augmented tree planting in softscape areas throughout the school and wider masterplan: these are predominantly of a smaller habit, native species and mixed forms with some multi-stem species that have good seasonal qualities, suited to the spaces and anticipated light levels.

4) Specimen trees: will be interspersed throughout the development in selected parts of pedestrianised areas and in locations which present a good opportunity to host and display trees of particular merit.

5) A dense screen of trees has been provided along the western edge of the sports pitch to shield nearby residents from glare from the pitch floodlighting – provided to Sports England and Football Association recommendations to maximise access to this facility. Agreement with local sports clubs is currently being negotiated to ensure the high quality sports facilities benefit the largest proportion of the community possible.

Images of the trees are shown on the next pages.

**Legend**

- Specimen Trees - Mixed  
(Clearstem: 2.5m | H:5-10m)
- Native Ornamentals - Mixed  
(Clearstem: 2M | H:4-7M)
- Hardy Native Columnar Street Trees  
(SM | Clearstem: 2.5m | H:5-7m)
- Retained Trees
- - - School Application Boundary
- - - Site Application Boundary



Tree Planting Interim



Tree Planting Final



Tree Palette



EG: ACER X FREEMANII 'AUTUMN BLAZE'



EG: TILIA CORDATA



EG: MALUS SYLVESTRIS



EG: CORNUS SANGUINEA



EG: PRUNUS SERRULA (STANDARD & MULTI-STEM)



EG: BETULA UTLIS V. JACQUIMONTII (STANDARD & MULTI-STEM)



EG: CRATAEGUS MONOGYNA



EG: ROSA CANINA



EG: ACER CAMPESTRE 'STREETWISE'



EG: BETULA PENDULA



EG: VIBURNUM OPULUS



## Tree Palette



EG: *TILIA CORDATA*



EG: *ACER PLATANOIDES* 'COLUMNARE'



EG: *CARPINUS BETULUS* 'FRANS FONTAINE'



EG: *ACER CAMPESTRE* 'STREETWISE'

Planting

The soft landscape strategy of the school development includes several layers of planting typologies including streetscapes, pocket park and incorporation of existing trees. Part of existing Watney's Sports Ground will be kept at the School Interim phase, however this is part of Application A.

Soft landscape strategy for streets, pocket parks and Habitat area in the school development will provide for a range of functions and activities, as well as providing resting places, shade and seasonal celebration.

Good quality existing trees around the site will add valuable character to the site, and together with the soft landscape strategy, will deliver a well-connected green network in and around school and overall development.

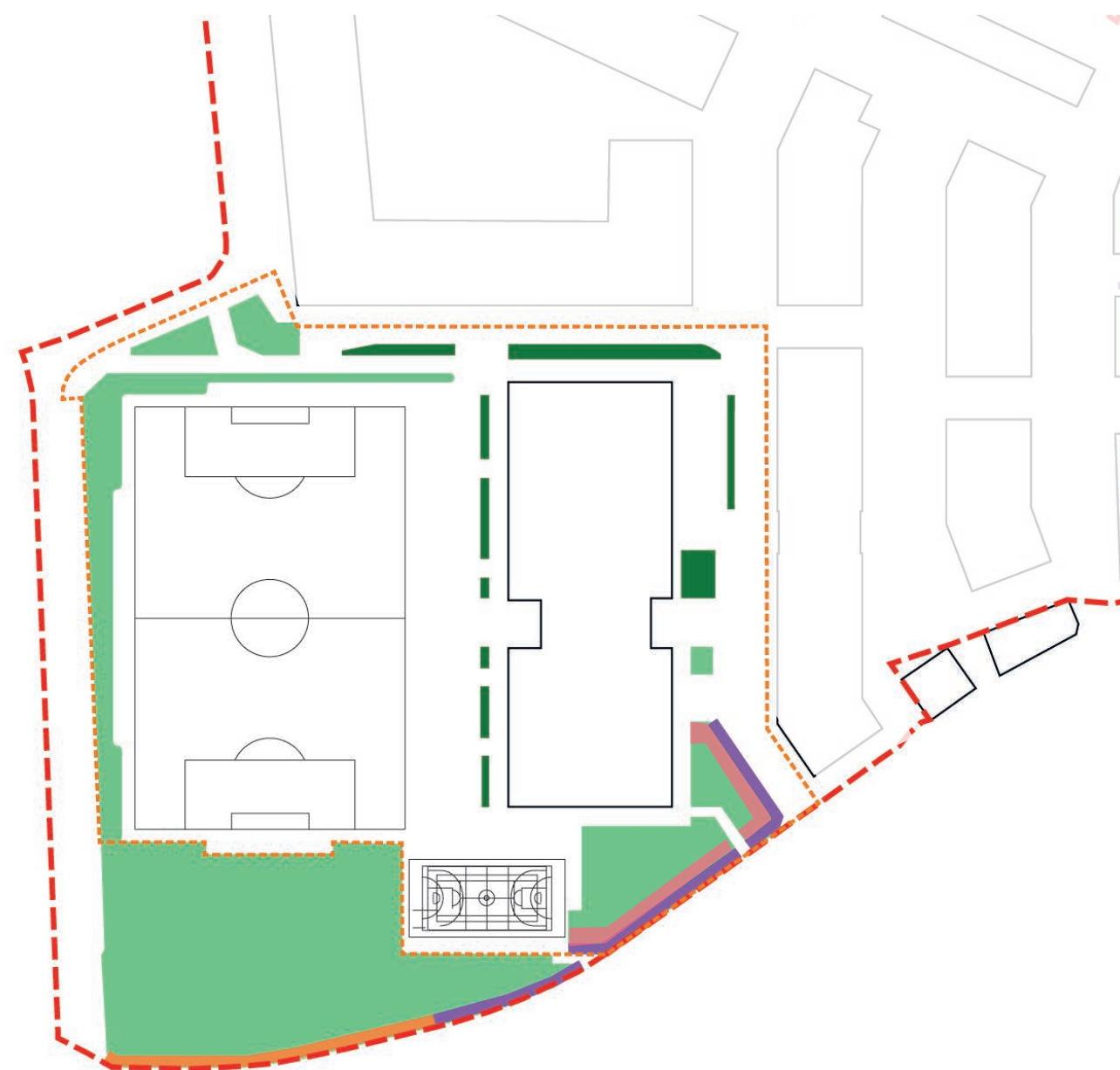
We have provided a habitat area of 1210m<sup>2</sup> at the southeast corner of the school for educational purpose and meet Education Funding Agency and Department of Education requirements. Lawn with meadow planting and new tree planting will be provided for the habitat area. Further details and access management arrangements will be included in the next stage of the development.

Legend

- Lawn
- Meadows
- Mass Plantings
- Existing Hedges
- Hedges with fencing
- Partial Existing Sports Field (Interim Phase)
- School Application Boundary
- Site Application Boundary



Planting Interim



Planting Final