

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

and

South West London and St. George's Mental Health NHS Trust

and

Star Land Realty UK Limited

Planning Obligation by Agreement

under Section 106 of the Town and Country Planning Act 1990 (as amended) and
other powers relating to land at Barnes Hospital, South Worple Way, London SW14
8SU

This Deed of Agreement

Dated 9 September 2020

Between:

- (1) **The Mayor and Burgesses of the London Borough of Richmond upon Thames** of Civic Centre, 44 York Street, Twickenham, TW1 3BZ (**Council**); and
- (2) **South West London and St. George's Mental Health NHS Trust** of Springfield University Hospital, 62 Glenburnie Road, London SW17 7DJ (**First Owner**); and
- (3) **Star Land Realty UK Limited** (company number 11455793) whose registered office is at 4th Floor, Reading Bridge House, George Street, Reading RG1 8LS (**Second Owner**).

1 RECITALS

- (A) The Council is the local planning authority for the purposes of the 1990 Act and the local highway authority for the purposes of the 1980 Act for the administrative area within which the Property is situated.
- (B) The First Owner is registered at HM Land Registry with absolute title under title number TGL98476 as the proprietor of the freehold interest in the Property excluding the Residential Site.
- (C) The Second Owner is registered at HM Land Registry with absolute title under title number TGL523179 as the proprietor of the freehold interest in the Residential Site.
- (D) On 7 November 2018, the Planning Application was submitted to the Council on behalf of the First Owner.
- (E) On 12 June 2019, the Council resolved to grant the Planning Permission subject to conditions and the prior completion of this Deed.
- (F) This Deed is entered into pursuant to the resolution referred to at Recital (E).
- (G) The Parties wish to secure the obligations and restrictions contained in this Deed and are satisfied that they are: (i) necessary to make the Development acceptable in planning terms; (ii) directly related to the Development; (iii) fairly and reasonably related in scale and kind to the Development; and (iv) reasonable in all other respects.

2 INTERPRETATION

- 2.1 In this Deed the following words and expressions shall have the following meanings:

the 1972 Act means the Local Government Act 1972;

the 1974 Act means the Greater London Council (General Powers) Act 1974;

the 1980 Act means the Highways Act 1980;

the 1990 Act means the Town and Country Planning Act 1990;

the 2011 Act means the Localism Act 2011;

Additional Affordable Housing Cap means the sum of four million seven hundred and seventy nine thousand four hundred and fifty one pounds (£4,779,451) being the financial contribution which is equivalent to providing Policy Compliant Affordable Housing on the Property as part of the Development pursuant to the Planning Permission at the date of the Planning Permission;

Affordable Housing means affordable housing within the meaning of annex 2 of the National Planning Policy Framework 2019 (including all subsequent amendments to it) and/or as set out in this Deed provided to an Eligible Person whose needs are not met by the market;

Affordable Housing Expert means a member of the Royal Institution of Chartered Surveyors to determine a dispute arising in the context of Paragraph 6 of Schedule 3 with no less than 10 years' relevant experience;

Affordable Housing Units means the Affordable Rent Units and the Shared Ownership Units;

Affordable Rent Units means those units of Affordable Housing which are let by a Registered Provider to an Eligible Person in accordance with the criteria for London Affordable Rented Housing (exclusive of service charges);

Air Quality Contribution (Health Centre) means the sum of four thousand two hundred pounds (£4,200) Indexed to be used by the Council towards air quality measures that are designed to raise awareness of local air quality issues at schools in the vicinity of the Health Centre Development;

Air Quality Contribution (Residential) means the sum of six thousand pounds (£6,000) Indexed to be used by the Council towards air quality measures that are designed to raise awareness of air quality issues at schools in the vicinity of the Residential Development;

Air Quality Contribution (School) means the sum of four thousand eight hundred pounds (£4,800) Indexed to be used by the Council towards air quality measures that are designed to raise awareness of local air quality issues at schools in the vicinity of the School Development;

Allocation Policy means the policy and procedure adopted by the Council to determine the eligibility and priority for allocation of the Affordable Housing Units;

Approved Tenure Mix means a total of eighteen (18) Affordable Housing Units comprising fourteen (14) Affordable Rent Units and four (4) Shared Ownership Units as follows:

Type of Unit	Quantum of 1 Bed Units (2person)	Quantum of 2 Bed Units (4person)	Quantum of 3 Bed Units (6person)
Affordable	Five (5)	Seven (7)	Two (2)

Rent			
Shared Ownership	Three (3)	One (1)	Nil

Approved Viability Assessment means the viability assessment dated June 2019, as prepared by Bespoke Property Consultants, and submitted to the Council on 7 June 2019 a copy of which is attached at Appendix B to this Deed;

Assessed Build Costs means the sum of £21,957,676 (twenty one million, nine hundred and fifty seven thousand and six hundred and seventy six pounds) as included in the Approved Viability Assessment;

Assessed GDV means the sum of £43,203,801 (forty three million, two hundred and three thousand and eight hundred and one pounds) as included in the Approved Viability Assessment;

Build Costs means all costs incurred in carrying out, or otherwise associated with, the Residential Development including:

- (a) the costs of securing the Outline Planning Permission and all approvals and consents that are required pursuant to the Outline Planning Permission for the Residential Development;
- (b) the cost of complying with the planning obligations specified in Schedule 3 of this Deed;
- (c) all community infrastructure levy that is payable or has been paid or is liable to be paid associated to the Residential Development;
- (d) all costs, approvals and fees payable under any statutory agreement;
- (e) all site investigation, survey and remediation/decontamination costs;
- (f) all demolition and construction costs (including costs associated with the diversion and/or provision of statutory utilities);
- (g) the costs of all necessary highway works (both on and off the Property);
- (h) building regulations fees;
- (i) all costs associated with obtaining necessary insurance and warranties;
- (j) marketing and legal costs;
- (k) all other reasonable professional fees that are properly incurred;
- (l) irrecoverable VAT;
- (m) finance costs;
- (n) all other costs reasonably and properly incurred in undertaking the

Residential Development,

as at the Viability Assessment Date PROVIDED THAT:

- (i) where contracts have been let and/or expenditure committed or incurred with unconnected third parties on an arm's length basis such costs shall represent actual agreed tender prices or expenditure committed or incurred but where the final costs under any such contracts are not known then such final costs shall represent a reasonable estimate of such final costs;
- (ii) where contracts have been let and/or expenditure committed or incurred with connected third parties or otherwise than on an arm's length basis then such costs shall represent reasonable estimates on the assumption that they are procured from unconnected third parties and on an arm's length basis;
- (iii) where contracts have not been let and/or other items of expenditure have not yet been committed or incurred then such costs shall represent reasonable estimates on the assumption that they are procured from unconnected third parties on an arm's length basis; and
- (iv) no items shall be counted more than once;

Car Club means a club operated by a Car Club Operator which resident occupiers of the Residential Development 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;

Car Club Membership means membership to a Car Club;

Carbon Emissions Offset Contribution Formula means $T \times Y \times Z$ where:

- T is the shortfall (measured in tonnes of carbon dioxide per annum) against the target to secure a one hundred percent (100%) reduction in regulated emissions
- Y is the number of years for which the contribution is payable, being thirty (30) years
- Z is the cost of carbon per tonne taken from the Council's Local Plan, being sixty pounds (£60) per tonne of carbon dioxide (unless otherwise superseded by another figure, as adopted by the Council);

Central Access Works means those works shown on drawing number 170926-11 attached at Appendix A to this Deed comprising:

- (a) installation of flush kerb with double-yellow lines across its width to ensure residents of the Residential Development do not park on

the footway immediately south of it; and

- (b) installation of collapsible bollards, within the boundary of the Site, at the entrance point of the six metre wide shared-use pedestrian and cycle way from South Worple Way to ensure that residents of the Residential Development do not drive and park vehicles on this facility;

Commencement means the carrying out of a material operation (as defined in Section 56(4) of the 1990 Act) pursuant to the Planning Permission save that (for the purposes of this Deed only) this shall not include: works of site clearance (excluding any works of demolition) and any related temporary structural works; ground investigations; site survey works; laying of services and service media; construction of temporary accesses; archaeological investigation; the erection of fences and hoardings and construction of temporary access and service roads; noise attenuation works; and other works and site establishment preparatory to the commencement of construction, including any operations permitted by the Town and Country Planning (General Permitted Development) Order 2015 and **Commenced** shall be construed accordingly;

Commencement Date means the date when the Residential Development is Commenced;

Communal Amenity Areas means those areas shown coloured light green and marked 'open space with indicative planting & managed public access' on drawing number C645_P_00_012 D, a copy of which can be found at Appendix A to this Deed which shall remain accessible for the public and occupiers of the Residential Development (including the Affordable Housing Units) unless otherwise agreed in writing by the Council;

Communal Amenity Areas Policy means a policy prepared by the Second Owner and submitted to the Council stipulating: a programme for delivery; proposed opening hours (daylight hours only); and any other terms of access in relation to the Communal Amenity Areas;

CPZ means a controlled parking zone (from time to time) within the Council's administrative area which provides priority parking spaces for residents, their visitors and businesses and where a Parking Permit is required to park a motor vehicle during operational times whether now or in the future;

CPZ Contribution (Health) means the sum of fourteen thousand pounds (£14,000.00) Indexed to be spent on implementing any changes that are reasonably required to the CPZ as a result of additional traffic associated with the use of the Health Centre Development following completion of the CPZ Review, such sum to be used by the Council towards extending the operating hours of the CPZ (or the establishment of a new CPZ);

CPZ Contribution (Residential) means the sum of twenty thousand pounds (£20,000.00) Indexed to be spent on implementing any changes that are reasonably required to the CPZ as a result of additional traffic associated with the use of the Residential Development following completion of the CPZ Review, such sum to be used by the Council towards extending the operating hours of the CPZ (or the establishment

of a new CPZ);

CPZ Contribution (School) means the sum of sixteen thousand pounds (£16,000.00) Indexed to be spent on implementing any changes that are reasonably required to the CPZ as a result of additional traffic associated with the use of the School Development following completion of the CPZ Review, such sum to be used by the Council towards extending the operating hours of the CPZ (or the establishment of a new CPZ);

CPZ Review means the review of a CPZ to be carried out by the Council in order to establish whether any changes are reasonably required to that CPZ as a result of additional traffic associated with the Development;

CPZ Review Contribution (Health Centre) means the sum of fourteen thousand pounds (£14,000.00) Indexed to be spent on the CPZ Review;

CPZ Review Contribution (Residential) means the sum of twenty thousand pounds (£20,000.00) Indexed to be spent on the CPZ Review;

CPZ Review Contribution (School) means the sum of sixteen thousand pounds (£16,000.00) Indexed to be spent on the CPZ Review;

Deed means this deed of agreement;

Developer's Profit means a sum which equates to twenty percent (20%) of the Gross Development Value of the Market Units and six percent (6%) of the Gross Development Value of the Affordable Units;

Early Stage Viability Assessment means a calculation to determine whether a surplus profit arises and/or the Early Stage Review Contribution is payable;

Early Stage Review Contribution means a calculation using the following formula where X is the surplus profit to be paid to the Council:

$X = \text{Early Stage Review Contribution}$

$X = (A - B) - (C - D) - P$

A = Gross Development Value (£)

B = Assessed GDV (£)

C = Build Costs (£)

D = Assessed Build Costs (£)

$P = (A - B) * Y$; Developer profit on change in GDV (£)

Y = Developer's Profit;

Eastern Access Works means those works shown on drawing number 170926-12 attached at Appendix A to this Deed comprising:

- (a) widening of the existing eastern vehicular bellmouth access point and installation of double-yellow lines either side of the junction for a distance of at least fifteen (15) metres to prevent parking near the vicinity of the junction and to ensure that motorists have sideways visibility and to allow large refuse and construction vehicles the space to manoeuvre in and out of the relevant part of

the Property; and

- (b) installation of a dropped kerb access from South Worple Way to facilitate a 1.8 metre footway from the eastern access point into the relevant part of the Property;

Eligible Person means a person and/or dependents:

- (a) who are nominated by the Council from the Housing Register; or
- (b) who are assessed by the Council as being in housing priority in accordance with the Allocation Policy priority needs homeless; or
- (c) in the case of the Shared Ownership Units, whose household income at the date of acquiring the Shared Ownership Unit does not exceed ninety thousand pounds (£90,000);

Framework Health Centre Travel Plan means the framework travel plan dated October 2018 as prepared by Motion in respect of the Health Centre Development;

Framework Residential Travel Plan means the framework travel plan dated October 2018 as prepared by Motion in respect of the Residential Development;

Framework School Travel Plan means the framework travel plan dated October 2018 as prepared by Motion in respect of the School Development;

Gross Development Value means the aggregate of the following in respect of the Residential Development:

- (a) the consideration received on the Sale of each of the Residential Units (if any); and
- (b) in the case of any Residential Unit which has not been Sold at the Viability Assessment Date, the estimated Market Value of all Residential Units that have not been Sold on the assumption of the Sale of those Residential Units,

as at the Viability Assessment Date;

HDM means the Council's Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function;

Health Centre means the health centre that forms part of the Development;

Health Centre Carbon Offset Contribution means the sum Indexed which is fifty percent (50%) of the Non-residential Carbon Offset Contribution equivalent to a shortfall of 31.5 tonnes CO₂/annum

Health Centre Development means construction of the Health Centre pursuant to the Planning Permission;

Health Centre Site means that part of the Property on which the Health Centre is proposed to be constructed as shown coloured blue on Plan 2;

Health Centre Travel Plan means the travel plan to be prepared in

respect of the Health Centre Development and which shall be based substantially on the Framework Health Centre Travel Plan submitted as part of the Outline Planning Application;

Health Centre Travel Plan Monitoring Fee means the sum of one thousand pounds (£1000) being the Council's reasonable and proper costs for monitoring the implementation of the Health Centre Travel Plan;

Highways Agreement means an agreement entered into with the Council pursuant to section 38 and/or section 278 of the 1980 Act;

Homes England means Homes England including any successor organization;

Housing Register means a list (maintained by the Council) of people who have been assessed as eligible for affordable housing under Part VII of the Housing Act 1996 or any system that replaces it;

Intermediate Housing Policy means the Council's Intermediate Housing Policy Statement dated 8 January 2018;

Indexed means increased in accordance with the formula pursuant to which the relevant contribution is multiplied by the fraction A / B where B represents the value of the Retail Prices Index (All Items) as at the date of this deed and A represents the value of the same index as at the date of payment of the relevant contribution to the Council;

Late Stage Viability Assessment means a calculation to determine whether the Late Stage Review Contribution is payable;

Late Stage Review Contribution means a calculation using the following formula where X is the surplus profit to be paid to the Council:

X = Late Stage Review Contribution

$X = (((A + B) - C) - ((D + E) - F) - P) \times 0.6$

A = Gross Development Value achieved on the Sale of seventy five percent (75%) of the Residential Units (£)

B = estimated Gross Development Value for any Residential Units that are yet to be Sold (£)

C = Assessed GDV (£)

D = Build Costs (£)

E = estimated Build Costs for remainder of the Residential Development (£)

F = Assessed Build Costs (£)

P = (A + B - C) * Y; Developer profit on change in GDV (£)

Y = Developer's Profit;

London Affordable Rented Housing means rented housing provided by a Registered Provider that has the same characteristics as social rented housing except that it is not required to be let at target rents but is subject to other rent controls that require it to be offered to eligible households in

accordance with Part VI of the Housing Act 1996 at a rent that is (excluding service charges), no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's funding guidance;

Market Units means the Residential Units other than the Affordable Housing Units;

Market Value means the price at which the sale of an interest in property would have been completed unconditionally for cash consideration on the date of the valuation assuming:

- (a) a willing purchaser and a willing seller;
- (b) that the seller will provide the purchaser with vacant possession upon completion of the transaction;
- (c) that the state of the market level of values and other circumstances were on any earlier assumed date of exchange of contracts the same as on the date of valuation;
- (d) any restrictions and/or obligations imposed by this Deed, which are applicable to the property;
- (e) that both parties to the transaction had acted knowledgeably, prudently and without compulsion; and
- (f) that no account is taken of any additional bid by a prospective purchaser with a special interest,

such valuation to be carried out in accordance with the latest addition of the RICS red book valuation;

Monitoring Fee means the sum of fifteen thousand and forty seven pounds (£15,047) being the Council's proper and reasonable costs for monitoring the planning obligations in this Deed save for those relating to Paragraph 13 of Schedule 3, Paragraph 3 of Schedule 4, and Paragraph 4 of Schedule 5 of this Deed;

No Public Grant Notice means a written notice served by the Council on the Second Owner pursuant to Paragraph 3.2 of Schedule 3, pursuant to which it confirms that there is no or insufficient Public Grant available for the Residential Development in order to provide the Public Grant Tenure Mix;

Nominated Registered Provider means a Registered Provider approved by the Council that has agreed in principle to enter into a Public Grant Funding Agreement;

Non-residential Carbon Offset Contribution means the sum of one hundred and thirteen thousand four hundred pounds (£113,400) Indexed, which is required to ensure that the School Development and the Health Centre Development secure a one hundred percent (100%) reduction in regulated emissions based on a shortfall of 63 tonnes CO₂/annum as set out in the Outline Planning Energy Strategy (ARUP, 25 October 2018) submitted in support of the Outline Planning Application

Occupation means occupation for the purposes permitted by the Planning Permission but does not include occupation by the personnel engaged in construction, fitting out or decoration or occupation for

marketing or display or occupation in relation to security operations and **Occupy, Occupied** and **Occupier** shall be construed accordingly PROVIDED THAT in the context of each Residential Unit the household of that Residential Unit shall equate to a single Occupier;

Occupation of the Entire Development means (for the purposes of the CPZ Review) Occupation of eighty percent (80%) of the Residential Development and first Occupation of the School Development and first Occupation of the Health Centre Development;

Occupation Date means (in respect of each Residential Unit) the date when the Residential Unit is first Occupied;

Outline Planning Application means the outline planning application for the Development as received by the Council on 7 November 2018 and allocated reference number 18/3642/OUT;

Outline Planning Permission means the outline planning permission to be granted pursuant to the Outline Planning Application;

Parking Permit means a permit issued by the Council permitting a motor vehicle to park on the highway or other car parks controlled by the Council within the Council's administrative area;

Parties means the parties to this Deed and their respective successors on title and those deriving title from them and **Party** shall be construed accordingly;

Plan 1 means drawing number C645_P_00_001A a copy of which is attached at Appendix A to this Deed;

Plan 2 means drawing number C645_P_00_006D a copy of which is attached at Appendix A to this Deed;

Play Space Contribution means the sum of one thousand five hundred and seventy two pounds (£1,572) Indexed to be used by the Council towards the provision / accessibility and maintenance of play space in the vicinity of the Property;

Policy Compliant Affordable Housing means fifty percent (50%) of the Residential Units (by habitable room/floorspace) shall be Affordable Housing of which eighty percent (80%) shall be Affordable Rent Units and twenty percent (20%) shall be Shared Ownership Units;

Practical Completion means complete such that it is fit for its intended purpose and available for use and in the case of the Affordable Housing Units this shall be evidenced by the issue of a certificate of completion by an architect, surveyor or other suitably qualified professional person confirming that the construction of the Affordable Housing Units is complete internally and externally and is suitable and available for Occupation and **Practically Completed, Complete, Completed** and **Completion** shall be construed accordingly;

Property means the property, details of which are set out at Schedule 1 to this Deed;

Public Grant means grant funding provided through the Council's Housing Capital Programme to support the provision of Affordable

Housing and the Mayor's 'Affordable Housing Programme';

Public Grant Funding Agreement means an agreement in substantially the same form as set out in Appendix D to this Deed (or in such other form as is agreed between the Second Owner and the Council) to be entered into by the Council and the Nominated Registered Provider in relation to Public Grant funding provided pursuant to Paragraph 3 of Schedule 3 and Paragraph 4 of Schedule 7 to this Deed PROVIDED THAT such agreement provides for payment of the Public Grant Tenure Mix Cost from the Council to the Nominated Registered Provider;

Public Grant Notice means the notice served by the Council on the Second Owner pursuant to Paragraph 3.2 of Schedule 3 pursuant to which it confirms that there is Public Grant funding available for the Residential Development;

Public Grant Tenure Mix means the tenure mix of the Affordable Housing Units that can be provided in the event that Public Grant funding together with any Early Stage Review Contribution (if applicable) is secured and enables the provision of additional units or alteration of the Approved Tenure Mix;

Public Grant Tenure Mix Cost means the cost of implementing the approved Public Grant Tenure Mix pursuant to Paragraph 3 of Schedule 3 Indexed;

Registered Provider means a registered provider of social housing within the meaning of Section 80(1) of the Housing and Regeneration Act 2008 registered with the Regulator of Social Housing or such other provider as may be agreed in writing by the Council;

Regulator of Social Housing means the organisation responsible for registering providers of social housing;

Reserved Matters Approval means reserved matters approval granted pursuant to the Outline Planning Permission;

Residential Carbon Offset Contribution means the sum of one hundred and twelve thousand six hundred and eighty pounds (£112,680) Indexed, which is required to ensure that the Residential Development secures a one hundred percent (100%) reduction in regulated emissions based on a shortfall of 62.6 tonnes CO₂/annum as set out in the Outline Planning Energy Strategy (ARUP, 25 October 2018) submitted in support of the Outline Planning Application;

Residential Development means the Residential Units constructed on the Residential Site;

Residential Site means that part of the Site on which the Residential Development is proposed to be constructed as shown coloured purple on Plan 2;

Residential Travel Plan means the travel plan to be prepared in respect of the Residential Development and which shall be based substantially on the Framework Residential Travel Plan as submitted as part of the Outline Planning Application;

Residential Travel Plan Monitoring Fee means the sum of one

thousand pounds (£1000) being the Council's reasonable and proper costs for monitoring the implementation of the Residential Travel Plan;

Residential Unit means any residential unit to be constructed pursuant to the Outline Planning Permission and **Residential Units** shall be construed accordingly;

School means the school that forms part of the School Development to be operated under the auspices of the Department for Education and the Education and Skills Funding Agency (as the case may be) (including any successor organization(s));

School Carbon Offset Contribution means the sum Indexed which is fifty percent (50%) of the Non-residential Carbon Offset Contribution equivalent to a shortfall of 31.5 tonnes CO₂/annum;

School Development means construction of the School pursuant to the Outline Planning Permission;

School Site means that part of the Site on which the School is proposed to be constructed as shown coloured green on Plan 2;

School Travel Plan means the travel plan to be prepared in respect of the School Development and which shall be based substantially on the Framework School Travel Plan as submitted as part of the Outline Planning Application;

School Travel Plan Monitoring Fee means the sum of one thousand pounds (£1000) being the Council's reasonable and proper costs for monitoring the implementation of the School Travel Plan;

Second Trigger Date means the date when seventy five percent (75%) of the Market Units have been Sold or let;

Section 73 Consent means a planning permission granted pursuant to Section 73 of the 1990 Act which varies and/or removes any condition(s) subject to which the Planning Permission and/or any subsequent planning permission pursuant to Section 73 of the 1990 Act was granted;

Shared Ownership Unit means those Affordable Housing Units to be Transferred to a Registered Provider for subsequent disposal to Eligible Persons on a shared ownership leasehold basis in the form of the model shared ownership lease produced by the HCA (or such other form of lease as may be agreed in writing by the Council), pursuant to which the lessee acquires a share of no less than twenty five percent (25%) and not more than seventy five percent (75%) at the initial sale (with the rent not exceeding two point seven five percent (2.75%) of the value of the equity retained by the Registered Provider) and who is entitled to acquire further shares of the equity in the Shared Ownership Unit;

Sold means the transfer of the freehold interest or the grant of a long leasehold interest in respect of each Market Unit and **Sale** shall be construed accordingly;

TMO Contribution means the sum of three thousand pounds (£3,000) Indexed as specified in the TMO Notice to be used (if received by the Council) to introduce double yellow lines either side of the eastern and western accesses and at the central pedestrian access as part of the

highway works to restrict vehicular parking on South Worple Way;

TMO Notice means the notice to be served by the Council on the Second Owner (and copied to the First Owner) which shall specify the quantum (if any) of the TMO Contribution that is payable by the Second Owner PROVIDED THAT the quantum shall not exceed three thousand pounds (£3,000) Indexed;

Transfer means the transfer to a Registered Provider of the freehold interest or the grant of a lease for a term of at least one hundred and twenty five (125) years and **Transferred** shall be construed accordingly;

Trigger Date means the date which is two (2) years after the grant of the Outline Planning Permission;

Viability Assessment means the Approved Viability Assessment, the Early Stage Viability Assessment and/or the Late Stage Viability Assessment (as the case may be) each of which shall be carried out by a valuer who is a professional member of the Royal Institution of Chartered Surveyors and shall be submitted to the Council in order to assess the viability of the Development as at the relevant Viability Assessment Date;

Viability Assessment Date means the date when the Early Stage Viability Assessment and/or the Late Stage Viability Assessment (as the case may be) is submitted to the Council;

Western Access Works means those works shown on drawing number 170926-10 attached at Appendix A to this Deed comprising the installation of dropped kerbs either side of the existing western access and double-yellow lines installed ten (10) metres either side to ensure that motorists have adequate sideways visibility and to allow large vehicles to reverse into the access to collect refuse from the communal refuse collection area on the relevant part of the Property;

Working Days means any day on Monday to Friday which is not Christmas Day, Good Friday or a statutory bank / public holiday.

- 2.2 Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa.
- 2.3 Covenants by any party which comprise more than one person shall be deemed to be joint and several and words importing persons will include firms, companies and corporations and vice versa.
- 2.4 A reference to a Clause, Schedule, Part or Paragraph is a reference to a Clause, Schedule, Part or Paragraph contained in this Deed.
- 2.5 References in this Deed to the First Owner and/or the Second Owner (as the case may be) shall include any successor to their respective interest in the Property and those deriving title from each of them.
- 2.6 Reference in this Deed to the Council shall include any successor to its functions as the local planning authority in relation to the Property and any body to which all or part of its functions may lawfully have been transferred.
- 2.7 If any provision in this Deed shall be held to be or become void, invalid, illegal or unenforceable or if voidable is avoided this shall not affect the

operation validity legality or enforceability of any other provision of this Deed provided severance therefrom is possible.

- 2.8 Headings in this Deed are for ease of reference only and are not intended to be construed as part of this Deed.
- 2.9 References in this Deed to any statute or statutory instrument shall include and refer to any statute or statutory instrument amending consolidating or replacing it respectively from time to time and for the time being in force.

3 STATUTORY PROVISIONS

- 3.1 Subject to Clause 5, this Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the 1972 Act, Section 1 of the 2011 Act and Section 16 of the 1974 Act and all other relevant powers and the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act insofar as they fall within the terms of that Section and shall bind the Property (and every part of it) subject to Clause 4 (conditionality), 7.3 (release upon parting with interest) and 7.2 (circumstances in which this Deed shall fall away).
- 3.2 This Deed is enforceable by (and against) the Council in accordance with Section 106 of the 1990 Act.

4 CONDITIONALITY

- 4.1 This Deed is conditional upon:
- (a) the grant of the Planning Permission; and
 - (b) Commencement of the Development,

save for Clause 7.14(a) which shall come into effect upon the date of this Deed and Clauses 1-7 and Paragraphs 1.1, 2.3, 3.1, 9.1 and 12 of Schedule 3, Paragraphs 1.1, 2.1 and 8.1 of Schedule 4 and Paragraphs 1.1, 3.1 and 8.2 of Schedule 5 which shall come into effect upon the grant of the Planning Permission.

5 FIRST OWNER'S AND SECOND OWNER'S OBLIGATIONS

- 5.1 The First Owner hereby covenants with the Council, so as to bind its interest in the School Site (and each and every part of it), to comply with the obligations and restrictions in Schedule 4 to this Deed PROVIDED THAT for the avoidance of any doubt:
- (a) the said obligations and restrictions shall not bind the Residential Site and/or the Health Centre Site (or any part of them); and
 - (b) the First Owner shall not be obliged to comply with the obligations and restrictions in Schedule 3 (that relate solely to the Residential Site) for so long as it has no legal interest in the Residential Site.
- 5.2 The First Owner hereby covenants with the Council, so as to bind its interest in the Health Centre Site (and each and every part of it) to comply with the covenants in Schedule 5 to this Deed PROVIDED THAT for the avoidance of any doubt:
- (a) the said obligations and restrictions shall not bind the School Site and/or the Residential Site (or any part of them); and

- (b) the First Owner shall not be obliged to comply with the obligations and restrictions in Schedule 3 (that relate solely to the Residential Site) for so long as it has no legal interest in the Residential Site.
- 5.3 The Second Owner hereby covenants with the Council, so as to bind its interest in the Residential Site (and each and every part of it), to comply with the obligations and restrictions in Schedule 3 PROVIDED THAT for the avoidance of any doubt:
 - (a) the said obligations and restrictions shall not bind the School Site and/or the Health Centre Site (or any part of them); and
 - (b) the Second Owner shall not be obliged to comply with the obligations and restrictions in Schedule 4 (which relate to the School Site) and/or in Schedule 5 (which relate to the Health Centre Site) for long as it has no legal interest in the School Site and/or the Health Centre Site, respectively.
- 5.4 Neither the First Owner nor the Second Owner shall be liable to observe and fulfil the obligations and restrictions specified in this Deed insofar as such obligations and restrictions relate to any part of the Property in which the First Owner or the Second Owner (as the case may be) has no legal interest nor shall the First Owner or the Second Owner be liable for any breach of the obligations in this Deed insofar as that breach relates to any part of the Property in which the First Owner or the Second Owner (as the case may be) has no legal interest.
- 6 **COUNCIL'S OBLIGATIONS**
- 6.1 The Council hereby covenants with the First Owner and the Second Owner to comply with the obligations set out in Schedule 7.
- 7 **AGREEMENTS AND DECLARATIONS**
- 7.1 **Local Land Charge Provisions**
- 7.1.1 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975 and shall be registered by the Council in the Council's register of local land charges immediately on completion of this Deed.
- 7.1.2 The Council will, upon written request by the First Owner or the Second Owner, if applicable, effect a cancellation of any entry made in the local land charges register in regard to this Deed forthwith after the obligations of the First Owner and the Second Owner have been wholly performed or discharged.
- 7.2 **Lapse**
- 7.2.1 This Deed shall cease to have affect if the Planning Permission is quashed, revoked, modified or expired (without the consent of the First Owner or the Second Owner), in which case the Council shall (upon written request from the First Owner or the Second Owner) effect the cancellation of any entry made in its register of local land charges in respect of this Deed.
- 7.3 **Release**
- 7.3.1 The First Owner and/or the Second Owner (as the case may be) shall upon parting:

- (a) with its interest in a part of the Property be released from all obligations and duties under the terms of this Deed insofar as they relate to or are binding on that part of the Property; and
 - (b) with the entirety of its interests in the Property be released from all liabilities whatsoever under the terms of this Deed.
- 7.3.2 The releases provided for in clause 7.3.1 shall not apply to any prior or existing breach of this Deed as at the date of disposal.
- 7.4 **Discharge by Performance**
- 7.4.1 Upon the performance, discharge or other fulfilment of the obligations (or any of them) of the First Owner and the Second Owner under this Deed, such obligations shall absolutely cease and determine save in respect of any antecedent breach.
- 7.4.2 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall, on written request, effect the cancellation of all entries made in its register of local land charges in respect of this Deed.
- 7.5 **Waiver**
- 7.5.1 No waiver (whether express or implied) by any Party of any breach or default by any other Party in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent any Party from enforcing any of the said terms or conditions or from acting.
- 7.6 **Effect of Covenant**
- 7.6.1 Any covenant contained in this Deed pursuant to which the relevant Party is not to do an act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing to be done and any covenant pursuant to which the relevant Party is not to omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer such act or thing to be omitted to be done.
- 7.7 **Contracts (Rights of Third Parties) Act 1999**
- 7.7.1 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.7.2 This Deed may be rescinded or varied without the consent of a third party to whom an express right to enforce any of its terms has been provided.
- 7.8 **Consents and Approvals**
- 7.8.1 Where any consent, approval or expression of satisfaction is required to be given under this Deed, it shall not be unreasonably withheld or delayed.
- 7.8.2 In respect of any application or request for consent or approval that is made to the Council pursuant to this Deed, the Council shall use reasonable endeavours to determine such application or request as soon as reasonably practicable and, in any event, within eight (8) weeks of receipt of the application or request

7.9 Notices

7.9.1 Any notice to be given to any Party pursuant to this Deed shall be deemed to be sufficiently served if delivered personally or sent recorded delivery service or sent by facsimile to the Parties at the respective addresses specified above or as otherwise notified in writing by one Party to the other and in the case of the Council such notice shall be marked for the attention of the HDM.

7.10 Future Development

7.10.1 Nothing in this Deed shall prohibit or limit the right to develop the Property (or any part of it) in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

7.11 Land Outside Control

7.11.1 Nothing in this Deed shall require the performance of any obligation whatsoever in, over or under land outside the ownership or control of the Party to perform the obligation unless such land shall be within the public highway.

7.12 Individual Occupiers

7.12.1 Save for the obligations at Paragraph 7 of Schedule 3, Paragraph 7 of Schedule 4 and Paragraph 2 of Schedule 5, this Deed shall not be enforceable against any of the following:

- (a) individual owners or occupiers or tenants or licensees of a Residential Unit (including their respective successors in title);
- (b) individual occupiers, tenants or licensees of the Health Centre (including their respective successors in title); and
- (c) individual occupiers, tenants or licensees of the School (including their respective successors in title).

7.12.2 This Deed shall not be enforceable against any statutory undertaker (including its successors in title).

7.13 Dispute Resolution

7.13.1 In the event of any dispute arising in respect of any matter contained in this Deed (save as to matters regarding its legal construction and/or any dispute that is to be determined by the Affordable Housing Expert pursuant to Paragraph 6 of Schedule 3), then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an expert being an independent person to be agreed upon between the parties hereto or at the request and option of either of them to be nominated by or on behalf of the President for the time being of the Royal Town Planning Institute and such expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be in his award.

7.13.2 The expert shall be appointed subject to an express requirement that they reach their decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute

and in any event not more than twenty eight (28) days from the date of their appointment to act.

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

7.13.4 The costs of any reference of any dispute shall be paid jointly by the Owner and the Council unless otherwise determined in the expert's award.

7.14 Legal Fees and Monitoring Fee

7.14.1 Upon completion of this Deed, the First Owner shall pay the Council's reasonable legal fees of two thousand pounds (£2,000) that have been properly incurred in the negotiation and completion of this Deed.

7.14.2 Prior to Commencement of the Residential Development, the Second Owner shall pay one third of the Monitoring Fee (being five thousand and fifteen pounds (£5,015)) to the Council.

7.14.3 Prior to Commencement of the School Development, the First Owner shall pay one third of the Monitoring Fee (being five thousand and sixteen pounds (£5,016)) to the Council.

7.14.4 Prior to Commencement of the Health Centre Development, the First Owner shall pay one third of the Monitoring Fee (being five thousand and sixteen pounds (£5,016)) to the Council.

7.15 Future Mortgagees

7.15.1 The obligations in this Deed shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property from time to time or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the Property or any part of it to which such obligation relates in which case it shall be liable as if it were a successor in title to the First Owner or the Second Owner (as the case may be) in relation to the Property (or the relevant part of it) PROVIDED THAT neither any mortgagee nor chargee nor person deriving title from such mortgagee or chargee shall be liable for any breach of the obligations contained in this Deed unless committed at a time when that person is in possession of the Property (or any part of the Property to which such obligation relates).

7.16 CIL Regulations

7.16.1 The Parties agree that the obligations contained in this Deed are:

- (a) necessary to make the Development acceptable in planning terms;
- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development;

but if a Court (on the application of a third party) determine that any or all of the obligations do not satisfy any of (a) – (c) above, then such obligations shall immediately cease and determine (without any further act by the Parties).

7.16.2 The release set out in clause 7.16.1 shall not affect the remaining obligations within this Deed but shall continue to have full force and effect.

7.17 Section 73 Consent

7.17.1 In the event of a Section 73 Consent the covenants or provisions of this Deed shall be deemed to bind the varied planning permission and to apply in equal terms to the new planning permission unless the Council in determination of the application for the new planning permission indicates that consequential amendments are required to this Deed to reflect the terms of the application for the Section 73 Consent, when a separate deed under sections 106 and 106A of the 1990 Act will be required to secure relevant planning obligations relating to the Section 73 Consent.

7.18 Interest on Late Payment

If any of the financial contributions payable to the Council pursuant to this Deed are not paid to the Council within the timescale stipulated in this Deed, then interest shall be paid on such contribution at the rate of four percent (4%) above the Bank of England base rate from time to time and enforced from the date that the contribution became due to the date of actual payment.

7.19 Miscellaneous

7.19.1 If the performance of any obligations and/or covenants under this Deed shall be prevented or delayed by any cause outside the direct control of the party required to undertake/comply with that obligation and/or covenant, then the party concerned shall give notice of such circumstances to the other party and should be relieved from the performance of the obligation and/or covenant either indefinitely or for such period as is reasonable having regard to the circumstances.

7.20 Jurisdiction

The construction, validity and performance of this Deed shall be governed by English law.

In witness whereof with the intent that these presents should be executed as a deed the Parties have duly executed the same the day and year first before written

Schedule 1 – the Property

Land at Barnes Hospital, South Worple Way, London SW14 8SU as shown edged in red on Plan 1.

Schedule 2 – the Development

Outline planning permission for the demolition and comprehensive redevelopment (phased development) of land at Barnes Hospital to provide a mixed use development comprising a health centre (Use Class D1), a Special Educational Needs (SEN) School (Use Class D1), up to 80 new build residential units (Use class C3), the conversion of two of the retained BTMs for use for up to 3 no. residential units (Use Class C3), the conversion of one BTM for medical use (Use Class D1), car parking, landscaping and associated works. All matters reserved save for the full details submitted in relation to access points at the site boundaries.

Schedule 3 – the Residential Site

- 1 **Triggers**
 - 1.1 To provide the HDM with no less than ten (10) Working Days prior written notice to each of the following:
 - (a) Commencement of the Residential Development;
 - (b) Occupation of the Residential Development;
 - (c) the Trigger Date; and
 - (d) the Second Trigger Date.
- 2 **Affordable Housing**
 - 2.1 Unless otherwise agreed in writing by the Council, not to provide the Affordable Housing Units otherwise than in accordance with the Approved Tenure Mix (or as otherwise amended following the review pursuant to Paragraph 3 of this Schedule and the Early Stage Viability Assessment pursuant to Paragraph 4 of this Schedule).
 - 2.2 Unless otherwise agreed in writing by the Council and save as is otherwise provided in this Schedule, to ensure that the Affordable Housing Units shall be owned and managed by a Registered Provider and shall be retained for use as Affordable Housing in perpetuity in accordance with this Deed.
 - 2.3 Prior to Commencement of the Residential Development to submit to the HDM details of the Nominated Registered Provider for approval by the Council.
 - 2.4 Unless otherwise agreed in writing by the Council, not to Occupy more than fifty percent (50%) of the Market Units unless and until all of the Affordable Housing Units have been:
 - (a) Practically Completed; and
 - (b) Transferred to a Registered Provider who has agreed to enter into a nominations agreement in substantially the same form as the draft attached at Appendix C to this Deed or such other form as is agreed in writing with the Council.
 - 2.5 Not to Transfer the Affordable Housing Units (or any of them) to a Registered Provider otherwise than with the benefit of the following:
 - (a) full and free rights of access (both pedestrian and vehicular) from the public highway to the Affordable Housing Units; and
 - (b) full and free rights to the passage of water, soil, electricity, gas and other services that are reasonably necessary for the enjoyment of the Affordable Housing Units through the pipes, drains, channels, wires, cables and conducts which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units provided that all such services shall be connected to the mains; and
 - (c) a reservation of all rights of access, support and entry together with the passage of services and all other rights that are reasonably necessary for the purposes of the remainder of the Development; and

- (d) such other covenants as the Second Owner may reasonably require for the maintenance of the Development.

2.6 The restrictions contained in Paragraphs 2.1 – 2.5 of this Schedule shall not be binding on a chargee, mortgagee and/or receiver (including an administrative receiver, appointed by such chargee) or any other person appointed under any security documentation to enable such chargee, mortgagee and/or receiver to realise its security or any administrator (however appointed) including a housing administrator (each being a receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such chargee, mortgagee and/or receiver PROVIDED THAT:

- (a) such chargee, mortgagee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units (**the RP Notice**);
- (b) if the Council provides written notice to the chargee, mortgagee or receiver within four (4) weeks of receipt of the RP Notice that acceptable arrangements can be made for the Transfer of the Affordable Housing Units to another Registered Provider within three (3) calendar months of the date of the RP Notice, then the chargee, mortgagee or receiver shall use reasonable endeavours over that period to complete a disposal of the Affordable Housing Units to another Registered Provider for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
- (c) if the Council does not serve the notice referred to in sub-paragraph (b) above within the four (4) week period referred to, or if such disposal has not been completed within the said three (3) month period, then the mortgagee, chargee or receiver shall be entitled to dispose of the Affordable Housing Units free from the obligations contained within this Schedule and these provisions shall absolutely determine and cease to be of any further legal effect.

2.7 The restrictions contained in Paragraphs 2.1 – 2.5 of this Schedule shall not be binding upon any person acquiring a statutory right to buy or acquire or through any voluntary purchase scheme promoted by Homes England and/or the GLA and/or any other public body or any such person's mortgagee or chargee or any successors of title or person deriving title from the same and shall cease to apply to any Shared Ownership Unit where a Registered Provider disposes of one hundred per cent (100%) of the equity in such Shared Ownership Unit.

2.8 To ensure that in respect of the Shared Ownership Units:-

- (a) for a period of three (3) months from the first date of marketing the Development, that the two bedroom Shared Ownership Units are offered to eligible Richmond households pursuant to the Council's Intermediate Housing Policy Statement PROVIDED THAT the Owner may offer such Shared Ownership Units to households with annual gross household income not exceeding the maximum income levels for Intermediate Housing set by the London Plan; (as adjusted annually in accordance with the London Plan Annual Monitoring Report); and

- (b) for a period of three (3) months from the first date of marketing of the Development, that the one bedroom Shared Ownership Units are offered to eligible Richmond households pursuant to the Council's Intermediate Housing Policy Statement with annual gross household incomes not exceeding forty seven thousand pounds (£47,000) or such other amount as approved in writing by the Council (such approval not to be unreasonably withheld) and thereafter not exceeding the maximum income levels for Intermediate Housing set by the London Plan (as adjusted annually in accordance with the London Plan Annual Monitoring Report)).
- 2.9 Prior to the first Occupation of the Residential Development, to submit the Communal Amenity Areas Policy for approval by the HDM.
- 2.10 To provide the Communal Amenity Areas in accordance with the approved Communal Amenity Areas Policy prior to occupation of the Residential Development (subject to any exceptions that may be agreed between the Second Owner and the Council through the Community Amenity Areas Policy).
- 3 Public Grant Review**
- 3.1 Not to Commence the Residential Development unless it has submitted a request in writing to the Director of Housing and Regeneration at the Council to establish whether Public Grant funding is available for the Residential Development.
- 3.2 If, and only if, the Council (in consultation with the Nominated Registered Provider) sends a Public Grant Notice to the Second Owner within fifteen (15) Working Days of receipt of the request pursuant to Paragraph 3.1 of this Schedule, then Paragraphs 3.3 and 3.4 of this Schedule shall apply PROVIDED THAT for the avoidance of any doubt if the Council sends a No Public Grant Notice to the Second Owner with fifteen (15) Working Days of receipt of a request pursuant to Paragraph 3.1 of this Schedule then this Paragraph 3 shall absolutely determine and cease to be of any further legal effect.
- 3.3 No later than fifteen (15) Working Days after receiving the Public Grant Notice, to inform the Council in writing as to whether the Public Grant Tenure Mix is approved PROVIDED THAT if the Public Grant Tenure Mix is not approved, then a dispute will have deemed to have arisen and such matter shall be referred to the Affordable Housing Expert pursuant to Paragraph 6 of this Schedule.
- 3.4 Subject to:
 - (a) approval of the Public Grant Tenure Mix either as between the Second Owner and the Council or as determined by the Affordable Housing Expert;
 - (b) the Public Grant Tenure Mix Cost having been paid by the Council in accordance with the requirements of the Public Grant Agreement; and
 - (c) evidence of payment of the Public Grant Tenure Mix Cost to the Nominated Registered Provider being provided to the Second Owner,to provide the Affordable Housing Units in accordance with the Public Grant Tenure Mix PROVIDED THAT if the Council fails to comply with Paragraph

3.2 of Schedule 7 the Second Owner shall not be required to comply with this Paragraph.

4 Early Stage Viability Review

- 4.1 This Paragraph 4 shall apply if, and only if, the Commencement Date occurs after the Trigger Date.
- 4.2 No later than twenty (20) Working Days after the Commencement Date, to submit the Early Stage Viability Assessment for approval in writing by the Council.
- 4.3 Following a request in writing, to provide the HDM or the Affordable Housing Expert (as the case may be) with such further information that is reasonably necessary in order to determine the Early Stage Viability Assessment.
- 4.4 Within fourteen (14) days of receiving an invoice from the Council, to pay the Council's reasonable costs properly incurred in commissioning an independent review of the Early Stage Viability Assessment if the Council considers it necessary to do so in order to properly assess the Early Stage Viability Assessment.
- 4.5 If, and only if, the Early Stage Viability Assessment (as approved pursuant to this Paragraph) demonstrates that there is not a surplus, then Paragraph 5 of this Schedule shall apply.
- 4.6 If, and only if, the Early Stage Viability Assessment (as approved pursuant to this Paragraph) demonstrates that there is a surplus and/or Public Grant is available which (in each case or together) is sufficient to provide at least one additional unit of Affordable Housing on the Site or an amendment to the Approved Tenure Mix, to provide the amended Approved Tenure Mix or the additional Affordable Housing provided that (in each case) the cost of providing amendments to the Approved Tenure Mix and/or any additional Affordable Housing shall not exceed the Additional Affordable Housing Cap.
- 4.7 If, and only if, the Early Stage Viability Assessment (as approved pursuant to this Paragraph) demonstrates that there is a surplus, but not a sufficient amount (when combined with any available Public Grant) to provide any additional Affordable Housing on the Site, to pay the Early Stage Review Contribution within twenty (20) Working Days of approval of the Early Stage Viability Assessment

5 Late Stage Viability Review

- 5.1 No later than twenty (20) Working Days after the Second Trigger Date, to submit the Late Stage Viability Assessment for approval in writing by the Council.
- 5.2 Following a request in writing, to provide the HDM or the Affordable Housing Expert (as the case may be) with such further information that is reasonably necessary in order to determine the Late Stage Viability Assessment.
- 5.3 Within fourteen (14) days of receiving an invoice from the Council, to pay the Council's reasonable costs properly incurred in commissioning an independent review of the Late Stage Viability Assessment if the Council considers it necessary to do so in order to properly assess it.

- 5.4 If, and only if, the Late Stage Viability Assessment (as approved pursuant to this Paragraph) demonstrates that there is not a surplus then there shall be no obligation to pay any or all of the balance which still remains payable to achieve the Additional Affordable Housing Cap (including taking into account any payments made pursuant to Paragraph 4 of this Schedule) PROVIDED THAT for the avoidance of any doubt Paragraph 5.6 of this Schedule shall then absolutely determine and cease to be of any further legal effect.
- 5.5 If, and only if, the Late Stage Viability Assessment demonstrates that there would be a surplus, to pay the Late Stage Review Contribution in accordance with Paragraph 5.6 below PROVIDED THAT, for the avoidance of any doubt, the Second Owner shall not in any circumstances be required to pay more than the Additional Affordable Housing Cap.
- 5.6 To pay the Late Stage Review Contribution (less any sums that have already been paid to the Council pursuant to Paragraph 4 above) as identified in the approved Late Stage Viability Assessment or as otherwise identified by the Affordable Housing Expert (as the case may be) within twenty (20) Working Days of approval of the Late Stage Viability Assessment PROVIDED THAT for the avoidance of any doubt the payment of any sums payable pursuant to this Paragraph shall discharge the Second Owner's obligations under this Schedule even if they are insufficient to achieve the Additional Affordable Housing Cap.

6 **Affordable Housing Expert**

- 6.1 In the case of any dispute arising pursuant to Paragraph 3 of this Schedule and/or if the Council refuses to approve either the Early Stage Viability Assessment or the Late Stage Viability Assessment or declines to approve either or both of them within the timescale set out at Schedule 7, the Second Owner may require by notice in writing to the Council (no later than ten (10) Working Days following receipt of the Council's decision) an Affordable Housing Expert to be appointed to resolve the dispute PROVIDED THAT:
- (a) in default of the Second Owner and the Council agreeing the Affordable Housing Expert, he/she shall be appointed at the request of either party by the President for the time being of the Royal Institution of Chartered Surveyors;
 - (b) the scope of the Affordable Housing Expert's determination shall be confined to whether the Viability Assessment should be approved;
 - (c) the Affordable Housing Expert shall make his final determination within twenty (20) Working Days of his appointment;
 - (d) the costs of the determination of the dispute by the Affordable Housing Expert shall be shared equally by the Second Owner and the Council unless otherwise determined by the Affordable Housing Expert; and
 - (e) the finding of the Affordable Housing Expert shall be final and binding on the Second Owner and the Council except in the case of manifest material error.

7 **Car Free**

7.1 Not to Occupy any Residential Unit or allow any person to Occupy any Residential Unit unless and until such person has been notified of the Council's policy that he/she shall not be entitled to be granted a resident, business or all zones Parking Permit to park a vehicle in a parking bay within a CPZ (as implemented from time to time by the Council) or other car parks controlled by the Council unless he/she is a holder of a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.

7.2 To notify each new Occupier of each Residential Unit of the Council's policy that he/she shall not be entitled to be granted a resident, business or all zones Parking Permit to park a vehicle in a parking bay within a CPZ (as implemented from time to time by the Council) or other car parks controlled by the Council unless he/she is a holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970.

8 **Car Club**

8.1 Unless otherwise agreed in writing with the Council, to ensure that each Residential Unit is provided free Car Club Membership for a period of five (5) years starting on the Occupation Date PROVIDED THAT for the avoidance of any doubt this obligation shall absolutely cease and determine upon the expiration of this five (5) year period.

8.2 To advertise: (i) the existence of the Car Club; and (ii) the availability of the period of free membership to all Occupiers of the Residential Development, to include posting notices within common parts of buildings within the Residential Development, posting information on the website relating to the Residential Development and providing a leaflet with details of the Car Club for residents on first Occupation of each Residential Unit.

9 **CPZ**

9.1 To pay the CPZ Review Contribution (Residential) to the Council on or prior to the Commencement of the Development.

9.2 To pay the CPZ Contribution (Residential) to the Council within ten (10) Working Days of receipt from the Council of:

- (a) the findings of the CPZ Review and all supporting evidence in relation to those findings; and
- (b) satisfactory confirmation and evidence that, following completion of the CPZ Review, the Council intends to amend a CPZ or designate a new CPZ as a consequence of additional traffic associated with the Development,

PROVIDED THAT if:

- (i) (a) and (b) above are not provided to the Second Owner within two (2) years of Commencement of the Development; or
- (ii) the Council has not formally resolved to amend or designate a new CPZ prior to Occupation of the Entire Development (whichever is later),

then this Paragraph 9.2 shall absolutely determine and cease to be of any further legal effect.

- 10 **TMO Contribution**
- 10.1 To comply with Paragraph 10.2 of this Schedule if the TMO Notice is received from the Council.
- 10.2 No later than ten (10) Working Days after receipt of the TMO Notice, to pay the TMO Contribution to the Council.
- 11 **Play Contribution**
- 11.1 Not to Occupy any Residential Unit unless and until the Play Space Contribution has been paid to the Council.
- 12 **Residential Carbon Offset Contribution**
- 12.1 Not to Commence the Residential Development unless and until the Residential Carbon Offset Contribution has been paid to the Council in full.
- 12.2 No later than twenty (20) Working Days after Practical Completion of the Residential Development, to provide to the Council such information as is reasonably required to demonstrate there is no additional shortfall in regulated emissions (CO2/annum) and that no additional carbon offset contributions are necessary to meet a zero carbon development in respect of the Residential Development PROVIDED THAT if it is demonstrated that a further contribution is required, then the Second Owner shall pay to the Council the remaining balance (i.e. taking into account the Residential Carbon Offset Contribution that has already been paid), which shall be calculated in accordance with the Carbon Emissions Offset Contribution Formula, prior to Occupation of the Residential Development.
- 13 **Residential Travel Plan**
- 13.1 Not to Occupy any Residential Unit unless and until the Residential Travel Plan has been submitted to, and approved in writing by, the Council.
- 13.2 To ensure that the Residential Travel Plan includes details of the objectives set out in Schedule 6 and:
- (a) includes baseline information relating to the existing transport situation in the vicinity of the Site, travel survey information, proposed responsibilities actions and targets (with completion dates), effective means of delivering and achieving these actions and targets and effective measures for the ongoing monitoring of the Residential Travel Plan; and
 - (b) provides for the appointment of a travel plan coordinator and where (and on each occasion that) the person holding the position of travel plan coordinator shall (for any reason) cease to act to appoint another person to that role and notify the Council as to the identity of the person.
- 13.3 In each of the first five (5) years after the first Occupation of the Residential Development, to:
- (a) pay the Residential Travel Plan Monitoring Fee to the Council; and

- (b) submit an annual monitoring report to be approved by the Council in respect of the Residential Travel Plan which shall demonstrate how the approved Residential Travel Plan has been operated during the preceding twelve (12) month period and shall include (where appropriate) any additional or remedial measures required to be undertaken to ensure compliance with the requirements of the approved Residential Travel Plan (and such additional or remedial measures shall be deemed to be incorporated in and form part of the approved Residential Travel Plan).
- 13.4 Not to amend the approved Residential Travel Plan without the further written approval of the Council.
- 13.5 To implement the approved Residential Travel Plan at all times from Occupation of the Residential Development, unless otherwise agreed in writing by the Council.
- 14 **Western Access Works**
- 14.1 Not to Occupy any Residential Unit unless and until the Western Access Works have been completed (and are open to traffic) in accordance with a Highways Agreement, or as otherwise agreed in writing with the Council.
- 15 **Central Access Works**
- 15.1 Not to Occupy any Residential Unit unless and until the Central Access Works have been completed (and are open to traffic) in accordance with a Highways Agreement, or as otherwise agreed in writing with the Council.
- 16 **Air Quality Contribution**
- 16.1 Not to Occupy any Residential Unit unless and until the Air Quality Contribution (Residential) has been paid to the Council.

Schedule 4 – the School Site

1 Triggers

- 1.1 To provide the HDM with no less than ten (10) Working Days prior written notice to each of the following:
- (a) Commencement of the School Development; and
 - (b) Occupation of the School Development.

2 CPZ

- 2.1 To pay the CPZ Review Contribution (School) to the Council on or prior to Commencement of the Development.
- 2.2 To pay the CPZ Contribution (School) to the Council within ten (10) Working Days of receipt from the Council of:
- (a) the findings of the CPZ Review and all supporting evidence in relation to those findings; and
 - (b) satisfactory confirmation and evidence that, following completion of the CPZ Review, the Council intends to amend a CPZ or designate a new CPZ as a consequence of additional traffic associated with the Development

PROVIDED THAT if:

- (i) (a) and (b) above are not provided to the First Owner within two (2) years of Commencement of the Development; or
- (ii) the Council has not formally resolved to amend or designate a new CPZ prior to Occupation of the Entire Development (whichever is later),

then this Paragraph 2.2 shall absolutely determine and cease to be of any further legal effect.

3 School Travel Plan

- 3.1 Not to Occupy the School Development unless and until the School Travel Plan has been submitted to, and approved in writing by, the Council in accordance with current Transport for London Travel Plan Guidance and Transport for London STARS Travel Plan System.
- 3.2 To ensure that the School Travel Plan includes details of the objectives set out in Schedule 6 and:
- (a) includes baseline information relating to the existing transport situation in the vicinity of the Site, travel survey information, proposed responsibilities actions and targets (with completion dates), effective means of delivering and achieving these actions and targets and effective measures for the ongoing monitoring of the School Travel Plan; and
 - (b) provides for the appointment of a travel plan coordinator and where (and on each occasion that) the person holding the position of travel plan coordinator shall (for any reason) cease to act to appoint another

person to that role and notify the Council as to the identity of the person.

- 3.3 In each of the first five (5) years after the first Occupation of the School Development, to:
- (a) pay the School Travel Plan Monitoring Fee to the Council; and
 - (b) submit an annual monitoring report (to be in accordance with Transport for London STARS Travel Plan System) to be approved by the Council in respect of the School Travel Plan which shall demonstrate how the approved School Travel Plan has been operated during the preceding twelve (12) month period and shall include (where appropriate) any additional or remedial measures required to be undertaken to ensure compliance with the requirements of the approved School Travel Plan (and such additional or remedial measures shall be deemed to be incorporated in and form part of the approved School Travel Plan).
- 3.4 Not to amend the approved School Travel Plan without the further written approval of the Council.
- 3.5 To implement the approved School Travel Plan at all times from Occupation of the School Development, unless otherwise agreed in writing by the Council.
- 4 Eastern Access Works**
- 4.1 Not to Occupy the School Development unless and until the Eastern Access Works have been completed (and are open) in accordance with a Highways Agreement, or as otherwise agreed in writing with the Council.
- 5 Air Quality Contribution**
- 5.1 Not to Occupy the School Development unless and until the Air Quality Contribution (School) has been paid to the Council.
- 6 Car Free**
- 6.1 Not to Occupy the School Development nor to permit Occupation of the School Development unless and until each member of staff working (from time to time) at the School Development has been notified of the Council's policy that he/she shall not be entitled to be granted a resident, business or all zones Parking Permit to park a vehicle in a parking bay within a CPZ (as implemented from time to time by the Council) or other car parks controlled by the Council unless he/she is a holder of a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.
- 6.2 To notify each member of staff working (from time to time) at the School Development of the Council's policy that he/she shall not be entitled to be granted a business or all zones Parking Permit to park a vehicle in a Parking Bay within a CPZ (as implemented from time to time by the Council) or other car parks controlled by the Council unless he/she is a holder of a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.
- 7 School Carbon Offset Contribution**

- 7.1 Not to Commence the School Development unless and until the School Carbon Offset Contribution has been paid to the Council in full.
- 7.2 No later than twenty (20) Working Days after Practical Completion of the School Development, to provide to the Council such information as is reasonably required to demonstrate there is no additional shortfall in regulated emissions (CO₂/annum) and that no additional carbon offset contributions are necessary to meet a zero carbon development in respect of the School Development PROVIDED THAT if it is demonstrated that a further contribution is required, then the First Owner shall pay to the Council the remaining balance (i.e. taking into account the School Carbon Offset Contribution that has already been paid), which shall be calculated in accordance with the Carbon Emissions Offset Contribution Formula, prior to Occupation of the School Development.

Schedule 5 – the Health Centre Site

1 Triggers

- 1.1 To provide the HDM with no less than ten (10) Working Days prior written notice to each of the following:
- (a) Commencement of the Health Centre Development; and
 - (b) Occupation of the Health Centre Development.

2 Car Free

- 2.1 Not to Occupy the Health Centre nor to permit Occupation of the Health Centre unless and until each member of staff working (from time to time) at the Health Centre has been notified of the Council's policy that he/she shall not be entitled to be granted a resident, business or all zones Parking Permit to park a vehicle in a parking bay within a CPZ (as implemented from time to time by the Council) or other car parks controlled by the Council unless he/she is a holder of a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 PROVIDED THAT, for the avoidance of any doubt, this Paragraph 2 shall not prevent any member of staff working (from time to time) at the Health Centre, or any visitor to the Health Centre, from parking a vehicle in a parking bay on the Site as authorised by the Planning Permission.
- 2.2 To notify each member of staff working (from time to time) at the Health Centre of the Council's policy that he/she shall not be entitled to be granted a business or all zones Parking Permit to park a vehicle in a Parking Bay within a CPZ (as implemented from time to time by the Council) or other car parks controlled by the Council unless he/she is a holder of a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.

3 CPZ

- 3.1 To pay the CPZ Review Contribution (Health) to the Council on or prior to Commencement of the Development.
- 3.2 To pay the CPZ Contribution (Health) to the Council within ten (10) Working Days of receipt from the Council of:
- (a) the findings of the CPZ Review and all supporting evidence in relation to those findings; and
 - (b) satisfactory confirmation and evidence that, following completion of the CPZ Review, the Council intends to amend a CPZ or designate a new CPZ as a consequence of additional traffic associated with the Development

PROVIDED THAT if:

- (i) (a) and (b) above are not provided to the First Owner within two (2) years of Commencement of the Development; or
- (ii) the Council has not formally resolved to amend or designate a new CPZ prior to Occupation of the Entire Development (whichever is later),

then this Paragraph 3.2 shall absolutely determine and cease to be of any further legal effect.

4 Health Centre Travel Plan

4.1 Not to Occupy the Health Centre Development unless and until the Health Centre Travel Plan has been submitted to, and approved in writing by, the Council in accordance with current Transport for London Travel Plan Guidance.

4.2 To ensure that the Health Centre Travel Plan includes details of the objectives set out in Schedule 6 and:

(a) includes baseline information relating to the existing transport situation in the vicinity of the Site, travel survey information, proposed responsibilities actions and targets (with completion dates), effective means of delivering and achieving these actions and targets and effective measures for the ongoing monitoring of the Health Centre Travel Plan; and

(b) provides for the appointment of a travel plan coordinator and where (and on each occasion that) the person holding the position of travel plan coordinator shall (for any reason) cease to act to appoint another person to that role and notify the Council as to the identity of the person.

4.3 In each of the first five (5) years after the first Occupation of the Health Centre Development, to:

(a) pay the Council the Health Centre Travel Plan Monitoring Fee; and

(b) submit an annual monitoring report to be approved by the Council in respect of the Health Centre Travel Plan which shall demonstrate how the approved Health Centre Travel Plan has been operated during the preceding twelve (12) month period and shall include (where appropriate) any additional or remedial measures required to be undertaken to ensure compliance with the requirements of the approved Health Centre Travel Plan (and such additional or remedial measures shall be deemed to be incorporated in and form part of the approved Health Centre Travel Plan).

4.4 Not to amend the approved Health Centre Travel Plan without the further written approval of the Council.

4.5 To implement the approved Health Centre Travel Plan at all times from Occupation of the Health Centre Development, unless otherwise agreed in writing by the Council.

5 Eastern Access Works

5.1 Not to Occupy the Health Centre Development unless and until the Eastern Access Works have been completed (and are open) in accordance with a Highways Agreement, or as otherwise agreed in writing with the Council.

6 Central Access Works

6.1 Not to Occupy the Health Centre Development unless and until the Central Access Works have been completed (and are open) in accordance with a Highways Agreement, or as otherwise agreed in writing with the Council.

7 Air Quality Contribution

7.1 Not to Occupy the Health Centre Development unless and until the Air Quality Contribution (Health Centre) has been paid to the Council.

8 Health Centre Carbon Offset Contribution

8.1 Not to Commence the Health Centre Development unless and until the Health Centre Carbon Offset Contribution has been paid to the Council in full.

8.2 No later than twenty (20) Working Days after Practical Completion of the Health Centre Development, to provide to the Council such information as is reasonably required to demonstrate there is no additional shortfall in regulated emissions (CO₂/annum) and that no additional carbon offset contributions are necessary to meet a zero carbon development in respect of the Health Centre Development PROVIDED THAT if it is demonstrated that a further contribution is required, then the First Owner shall pay to the Council the remaining balance (i.e. taking into account the Health Centre Carbon Offset Contribution that has already been paid), which shall be calculated in accordance with the Carbon Emissions Offset Contribution Formula, prior to Occupation of the Health Centre Development.

Schedule 6 – Travel Plan Objectives

- 1 To promote awareness of transport issues and the impact of traffic on the local environment.
- 2 To show a commitment to improving traffic conditions within the local area.
- 3 To influence the reduction in the level of private car journeys to and from the Development in order to reduce air pollution and the consumption of fossil fuels.
- 4 To maximise the proportion of journeys to and from the Development by sustainable modes of transport such as walking, cycling and public transport.
- 5 To encourage behaviour change which will lead to the use of more sustainable modes of travel and reduce overall travel to and from the Site.
- 6 To provide a clear and measurable monitoring programme to ensure targets and objectives are achieved.
- 7 To promote healthy travel.

Schedule 7 – Council’s Obligations

1 Contributions

- 1.1 Not to use any sum received pursuant to this Deed otherwise than for the purpose for which it has been paid as specified in this Deed;
- 1.2 Immediately on receipt, to deposit all sums received pursuant to this Deed in an interest bearing account;
- 1.3 Within twenty eight (28) Working Days of receipt of a request in writing to provide the Owner with an account as to how each sum paid pursuant to this Deed has been spent; and
- 1.4 To repay (together with all accrued interest) to the payor any sums not expended within five (5) years of receipt pursuant to this Deed.

2 TMO Notice

- 2.1 To ensure that the TMO Notice (if served) contains a full breakdown of the TTMO Contribution that is requested to be paid by the Second Owner.

3 Public Grant Review

- 3.1 No later than ten (10) Working Days after receiving notice from the Second Owner pursuant to Paragraph 3.1 of Schedule 3, to serve either the Public Grant Notice or the No Public Grant Notice on the Second Owner PROVIDED THAT if the Council fails to respond within fifteen (15) Working Days of receipt of the notice pursuant to Paragraph 3.1 of Schedule 3, then the No Public Grant Notice shall be deemed to have been served and Paragraph 3 of Schedule 3 shall absolutely determine and cease to be of any further legal effect.

- 3.2 Subject to:

- (a) approval of the Public Grant Tenure Mix; and
- (b) receipt of details of the Nominated Registered Provider from the Second Owner,

to:

- (i) enter into a Public Grant Funding Agreement with the Nominated Registered Provider within fifteen (15) Working Days of receiving notification from the Second Owner pursuant to Paragraph 3.3 of Schedule 3;
- (ii) provide a certified copy of the completed Public Grant Funding Agreement to the Second Owner as soon as reasonably practicable and in any event within five (5) Working Days of its completion;
- (iii) pay the Public Grant Tenure Mix Cost to the Nominated Registered Provider in accordance with the completed Public Grant Funding Agreement; and
- (iv) provide the Second Owner with evidence of payment of the Public Grant Tenure Mix Cost to the Second Owner pursuant to the Public Grant Funding Agreement.

4 Viability Assessment

- 4.1 No later than twenty (20) Working Days (or such other period as may be agreed in writing with the Second Owner) after receipt of the Early Stage Viability Assessment and/or the Late Stage Viability Assessment (as the case may be) from the Second Owner, to:
- (a) confirm in writing that the Early Stage Viability Assessment and/or the Early Stage Viability Assessment (as the case may be) is approved; or
 - (b) provide the Second Owner with detailed reasons in writing as to why the Early Stage Viability Assessment and/or the Late Stage Viability Assessment (as the case may be) is not approved; or
 - (c) set out in writing what further information the Council reasonably requires from the Second Owner to enable the Council to determine whether the Early Stage Viability Assessment and/or the Late Stage Viability Assessment (as the case may be) is approved together with an indication of the revised period (being no more than fifteen (15) Working Days from receipt of the further information or such other period as may be agreed in writing with the Second Owner) for making this determination,

PROVIDED THAT if the Council has not responded to the Second Owner in writing within twenty (20) Working Days (or such other period as is agreed in writing with the Second Owner) after receipt of the Early Stage Viability Assessment and/or the Late Stage Viability Assessment (as the case may be), then the Council shall be deemed to have approved the Early Stage Viability Assessment and/or the Late Stage Viability Assessment (as the case may be).

5 Outline Planning Permission

- 5.1 To issue the Outline Planning Permission within five (5) Working Days of completion of this Deed.

Appendix A– Plans/Drawings

Plan 1 – the Property

Plan 2 – the Residential Site

- the School Site

- the Health Centre Site

Drawing number 170926-10 (Western Access Works)

Drawing number 170926-11 (Central Access Works)

Drawing number 170926-12 (Eastern Access Works)

Drawing number C645_P_00_012 D (Communal Amenity Areas)

NOTES:
 ON ANY SCALE FROM THIS DRAWING.
 ALL DIMENSIONS AND DISCREPANCIES TO BE
 REPORTED TO THE ARCHITECT IMMEDIATELY.

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 IN ANY FORM OR BY ANY MEANS, GRAPHIC, ELECTRONIC
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 THE WRITTEN PERMISSION OF SQUIRE AND PARTNERS
 ARCHITECTS.

Site Boundary

Site Area: 14350 m²



[Handwritten signatures]

Revision of drawing stage: 18/12/18
 Drawing description: SSI
 Date: 18/12/18
 Scale: 1:1000

SQUIRE & PARTNERS

The Department Store
 100 Victoria Road, London SW8 5SR
 Tel: 020 7491 4000
 Info: info@squirepartners.com
 www.squirepartners.com

Project:
 Barnes Hospital
 South Worple Way
 Barnes, SW14 8SU

Drawings:
 Site Location Plan

Drawn	SSI	Date	18/12/2018	Scale	1:1000
Job number	18002	Drawing number	C645_P_00_001	Revision	A

NOTE
 DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL CONDITIONS AND DIMENSIONS TO BE
 SUBJECT TO THE ARCHITECT'S DETERMINATION.

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 ARCHITECTS.

The existing walls and gates are to be retained and repaired where necessary.

At vehicular entrances, the gates will be widened as necessary for fluid vehicular movement.

- Site Boundary
- Residential
- Health Care Hub
- Sen School

AS
 JPA

FUNCTION OF PLOT USE	PLANNING CODE	PERCENTAGE OF PLOT USE
Residential	B1B1B1B	56%
Health Care Hub	B1B1B1B	23%
Sen School	B1B1B1B	21%

SQUIRE & PARTNERS

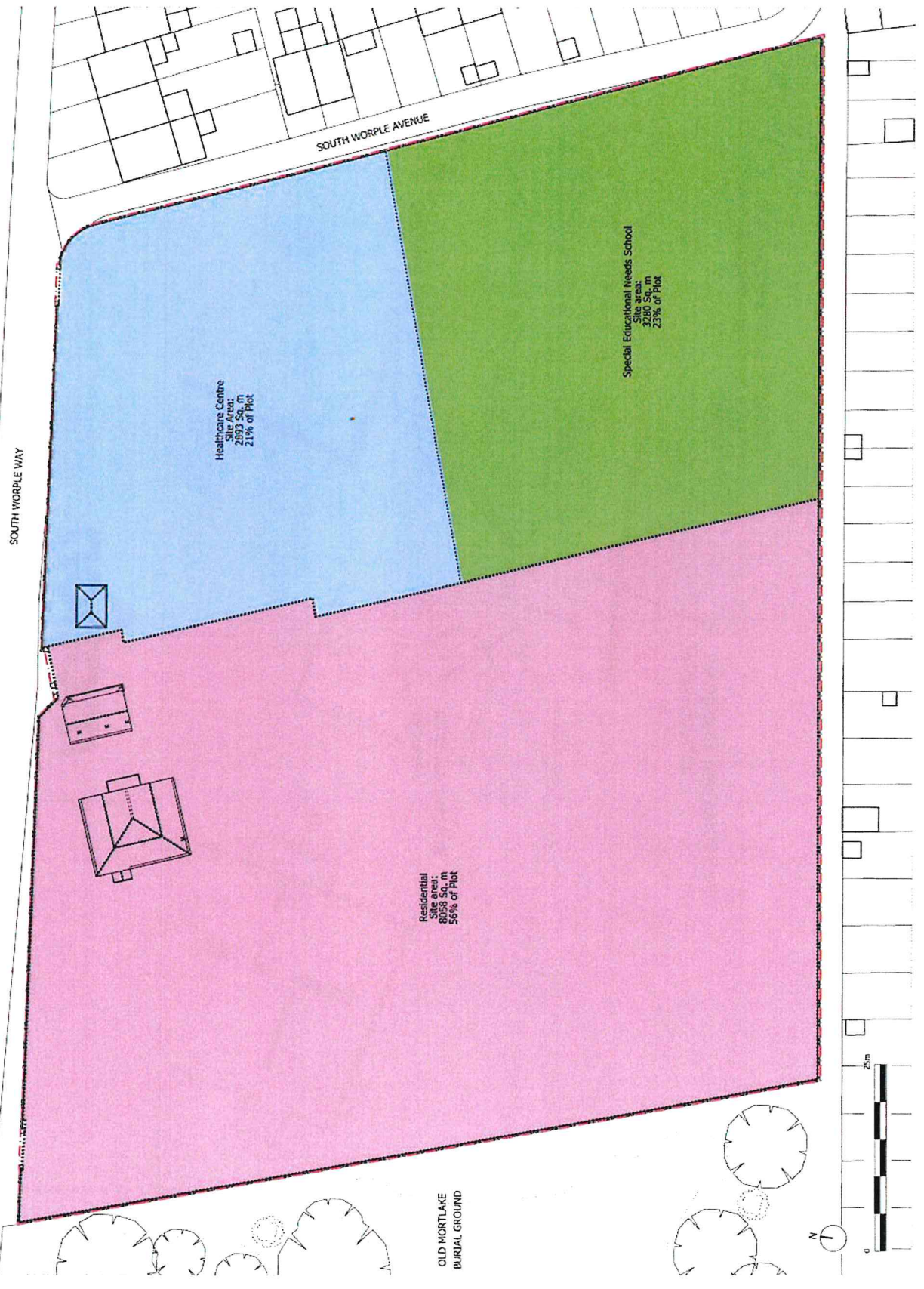
The Architects
 100, South Worples Road, BARNES, MIDDLESEX, TW20 9JF
 T: 020 7778 3300
 www.squire-partners.com

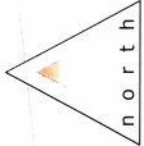
Barnes Hospital
 South Worples Way
 Barnes, SW14 9SU

Proposed Plot Use

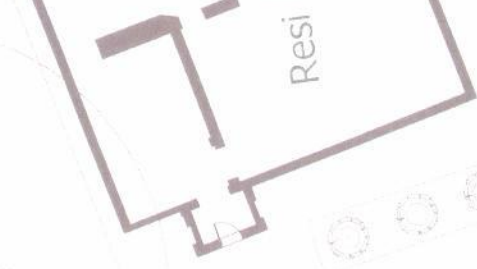
DATE	BY	REVISION
29/05/19	[Signature]	1:1000

18092_C045_P_00_006 D





SOUTH WORPLE WAY



Access to basement car park

Existing crossover

Residential refuse collection point

Residential Refuse Store for



84 North Street
Guildford
Surrey
GU1 4AU
T: 01483 531 300

Cargo Works
1-2 Hatfields
London
SE1 9PG
T: 020 8065 5208

www.motion.co.uk

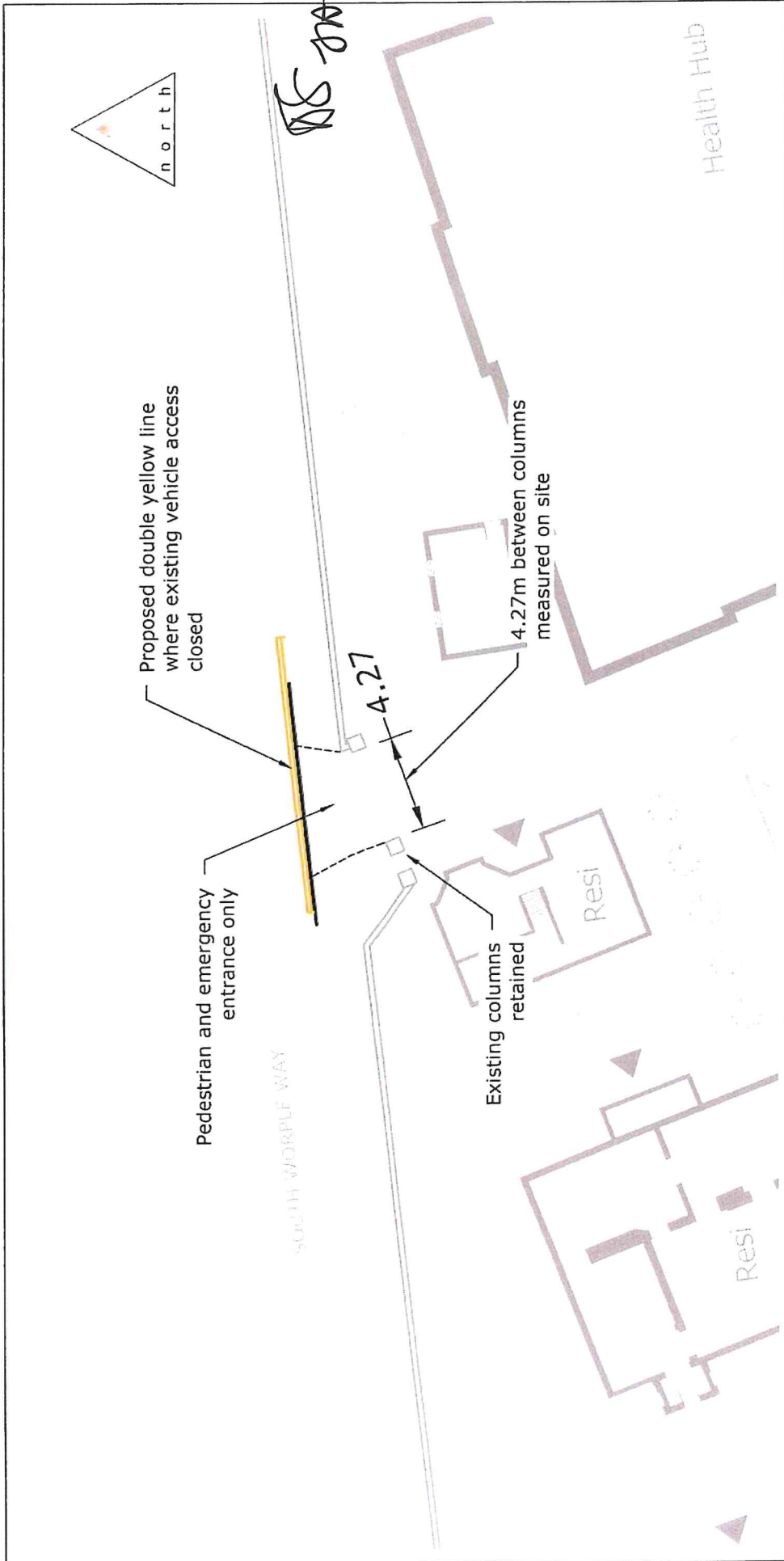
Project:
Barnes Hospital

Title:
Western Site Access
Residential Vehicle Access

Scale: 1:250 (@ A4)

Drawing:
170926-10
Revision: -

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<p>Project: Barnes Hospital</p>	<p>motion</p> <p>B4 North Street Guildford Surrey GU1 4AU T: 01483 531 300</p>
<p>Title: Pedestrian Site Access</p>	<p>Cargo Works 1-2 Hatfields London SE1 9PC T: 020 8065 5208 www.motion.co.uk</p>
<p>Scale: 1:250 (@ A4)</p>	<p>© Crown Copyright 2012. All rights reserved. Licence number 100043407</p>
<p>Drawing: 170926-11</p>	<p>Revision: -</p>



SOUTH WORPLE WAY

Existing kerbline retained

Project:

Barnes Hospital

Title:

Eastern Site Access
Health Centre & SEN School

Scale: 1:250 (@ A4)

Revision:

170926-12



84 North Street
Guildford
Surrey
GU1 4AU
T: 01483 531 300

Cargo Works
1-2 Hatfields
London
SE1 9PG
T: 020 8065 5208

NOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF BS 5396 FOR SITE ALLIANCE AND ELECTRIFICATION FROM REFERRED TO THE ARCHITECT'S INSTRUMENTS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF BS 5396 FOR SITE ALLIANCE AND ELECTRIFICATION FROM REFERRED TO THE ARCHITECT'S INSTRUMENTS.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF BS 5396 FOR SITE ALLIANCE AND ELECTRIFICATION FROM REFERRED TO THE ARCHITECT'S INSTRUMENTS.



The existing walls and gates are to be retained and repaired where necessary.
 At vehicular entrances, the gates will be widened as necessary for fluid vehicular movement.

- Site Boundary
- Open Space With Indicative Planting & Managed Public Access
- Private External Amenity Space
- Soft Landscaping
- Existing Trees Retained
- Existing Trees To Be Removed

ASJA

Site Name & Location Details	19/05/19	AS
Site Reference Number	19/05/19	AS
Site Location Number	19/05/19	AS
Site Reference Number	19/05/19	AS
Site Reference Number	19/05/19	AS
Site Reference Number	19/05/19	AS

SQUIRE & PARTNERS

The Design and Build
 100 Princes Street, London SW6 9PQ
 Tel: 020 7493 8888
 www.squire-partners.com

Client
 Barnes Hospital
 South Worple Way
 Barnes, SW14 8SU

Project
 Proposed Public Realm & Landscaping

Drawn	29/05/2019	AS
Checked	29/05/2019	AS
Scale	1:1000	
Revision	18002	CG45_P_00_012
Author		D

Appendix B – Approved Viability Assessment

Economic Appraisal Tool

[click here to proceed](#)

Version 2.0 July 2009



**GVA GRIMLEY & BESPOKE PROPERTY GROUP
HCA ECONOMIC APPRAISAL TOOL**

(Worksheet 1)

INPUT SHEET 1 - RESIDENTIAL MIX ASSUMPTIONS

Basic Site Details

Site Address	Barnes Hospital South Worpole Way Outline Application
Site Reference	
File Source	
Scheme Description	Residential sire -83 units
Date	09/04/2019
Site Area (hectares)	
Author & Organisation	Simon Devitt BPC
HCA Investment Manager	

Residential Mix Assumptions

Affordable Housing Tenure 1: Social Rented

Unit Size (sq m) - NIA							
Habitable Rooms per Unit							
Persons per Unit							
Total Number of Units							

Affordable Housing Tenure 2: Intermediate - Shared Ownership

Unit Size (sq m) - NIA	1b						
Habitable Rooms per Unit	53.4						
Persons per Unit	2						
Total Number of Units	2						

Affordable Housing Tenure 3: Intermediate - Discounted Market Sale

Unit Size (sq m) - NIA							
Habitable Rooms per Unit							
Persons per Unit							
Total Number of Units							

Affordable Housing Tenure 4: Intermediate - Other Type of Shared Own / Shared Equity

Unit Size (sq m) - NIA							
Habitable Rooms per Unit							
Persons per Unit							
Total Number of Units							

Affordable Housing Tenure 5: Affordable Rent

	1 bed	2 bed	3 bed				
Unit Size (sq m) - NIA	52	73	98				
Habitable Rooms per Unit	2	3	4				
Persons per Unit	2	4	5				
Total Number of Units	5	6	2				

* Other = User-defined

Open Market Housing Type 1: 1 bed

Unit Size (sq m) - NIA	53.45						
Habitable Rooms per Unit	2						
Persons per Unit	2						
Total Number of Units	22						

Open Market Housing Type 2: 2 bed

Unit Size (sq m) - NIA	75						
Habitable Rooms per Unit	3						
Persons per Unit	4						
Total Number of Units	30						

Open Market Housing Type 3: 3 bed

Unit Size (sq m) - NIA	89.25						
Habitable Rooms per Unit	4						
Persons per Unit	5						
Total Number of Units	12						

Open Market Housing Type 4: BTM

Unit Size (sq m) - NIA	73.3						
Habitable Rooms per Unit	3						
Persons per Unit	4						
Total Number of Units	3						

Open Market Housing Type 5:

Unit Size (sq m) - NIA							
Habitable Rooms per Unit							
Persons per Unit							
Total Number of Units							

Parking spaces (see handbook for correct definition)

Total number of residential car parking spaces **44** (Open Market and Affordable)
 Value of each residential car parking space **£30,000** (See user manual for correct definition)

GVA GRIMLEY & BESPOKE PROPERTY GROUP
HCA ECONOMIC APPRAISAL TOOL

(Worksheet 2)

INPUT SHEET 2 - RESIDENTIAL VALUE & COST ASSUMPTIONS

BUILDING PERIOD (month 0 = date of planning consent, allow for lead in period to start on site)

	Timing (month)	
Construction Start	6	(whole number, minimum of 0, maximum of 60)
Construction End	24	(whole number, minimum of 0, maximum of 60)

Overall Scheme End Date (this must be completed)

	Month	
Final End Date of Scheme (scheme built and fully let/sold)	36	(whole number, minimum of 0, maximum of 60)

RESIDENTIAL VALUE ASSUMPTIONS

Base Value

Affordable Housing Tenure 1:

Social Rented

Type of Unit	Rent per Unit per Week (£)	Total Annual Rent (£ per Unit)
0		
0		
0		
0		
0		
0		
0		
Management Costs (% of rent)	12.00%	(% of gross rent per annum)
Void / bad debts (% of rent)	4.50%	(% of gross rent per annum)
Repairs Fund (% of rent)	18.00%	(% of gross rent per annum)
Yield (%)	6.25%	(to capitalise the net rent, currently circa 6% but please seek
	Start Month	End Month
Timing of Affordable Housing Tenure 1 Purchase Payment		

Affordable Housing Tenure 2:

Intermediate - Shared Ownership

Type of Unit	Total Unit Capital Value (£ psm, NIA)	Rent per Unit per week of rented share (£)	Total Annual Rent (£ per Unit)
1b	£8,900	£151	£7,842
0	£8,600	£0	£0
0		£0	£0
0		£0	£0
0		£0	£0
0		£0	£0
0		£0	£0
Owner-occupied share (%)	40.0%		
Unsold Equity Rent Per Annum (%)	2.75%		(HCA Limit of 2.75%)
Management Costs (% of rent)		9.00%	(% of gross rent per annum)
Void / bad debts (% of rent)		4.00%	(% of gross rent per annum)
Repairs Fund (% of rent)			(% of gross rent per annum)
Yield (%)		6.00%	(to capitalise the net rent, c
	Start Month	End Month	
Timing of Affordable Housing Tenure 2 Purchase Payment	24	24	(whole number, minimum c

Affordable Housing Tenure 3:

Intermediate - Discounted Market Sale

Type of Unit 0	Capital Value pre-discount (£ psm, NIA)	
% of Open Market Value		(ie discounted value)
Timing of Affordable Housing Tenure 3 Purchase Payment	Start Month	End Month (whole number, minimum c

Affordable Housing Tenure 4: Intermediate - Other Type of Shared Own / Shared Equity

Type of Unit	Total Unit Capital Value (£ psm, NIA)	Rent per Unit per week of rented share (£)	Total Annual Rent (£ per Unit)
		£0	£0
		£0	£0
		£0	£0
		£0	£0
		£0	£0
		£0	£0
Owner-occupied share (%)			
Unsold Equity Rent Per Annum (%)			
Management Costs (% of rent)			(% of gross rent per annum
Voids / bad debts (% of rent)			(% of gross rent per annum
Repairs Fund (% of rent)			(% of gross rent per annum
Yield (%)			(to capitalise the net rent, c
Timing of Affordable Housing Tenure 4 Purchase Payment	Start Month	End Month (whole number, minimum c	

Affordable Housing Tenure 5:

Affordable Rent

Type of Unit	Rent per Unit per Week (£)	Total Annual Rent (£ per Unit)	
1 bed	£210	£10,920	
2 bed	£225	£11,700	
3 bed	£200	£10,400	
0			
0			
0			
0			
Management Costs (% of rent)	9.00%	(% of gross rent per annum)	
Voids / bad debts (% of rent)	4.00%	(% of gross rent per annum)	
Repairs Fund (% of rent)	8.00%	(% of gross rent per annum)	
Yield (%)	6.00%	(to capitalise the net rent, currently circa 6% but please seek	
Timing of Affordable Housing Tenure 5 Purchase Payment	Start Month 24	End Month 24 (whole number, minimum c	

Open Market Values

		Capital Value (£ psm)	Average value of unit
Open Market Housing Type 1:	1 bed	£8,900	£475,705
Open Market Housing Type 2:	2 bed	£8,600	£645,000
Open Market Housing Type 3:	3 bed	£8,000	£714,000
Open Market Housing Type 4:	BTM	£8,600	£630,380
Open Market Housing Type 5:	-		

	Month	
Timing of First Open Market Housing Sale	18	(whole number, minimum c
Timing of Last Open Market Housing Sale	36	(whole number, minimum c

Ground rents

		Average ground rent per unit per annum (£)	(where applicable)
Affordable Housing Tenure 1:	Social Rented		
Affordable Housing Tenure 2:	Intermediate - Shared Ownership		
Affordable Housing Tenure 3:	Intermediate - Discounted Market Sale		
Affordable Housing Tenure 4:	Intermediate - Other Type of Shared Own / Shared Equity		
Affordable Housing Tenure 5:	Affordable Rent		
Open Market Housing Type 1:	1 bed	£300	
Open Market Housing Type 2:	2 bed	£300	
Open Market Housing Type 3:	3 bed	£300	
Open Market Housing Type 4:	BTM	£300	
Open Market Housing Type 5:	-		
Yield (%)	5.50%		(to capitalise the ground rents)
Timing of ground rent payment	Month	27	(whole number, minimum of 0, maximum of 60)

Social Housing Grant & Other Funding

		Grant per unit (£)	Timing of 1st Payment	Timing of 2nd Payment
Affordable Housing Tenure 1:	Social Rented			
Affordable Housing Tenure 2:	Intermediate - Shared Ownership			
Affordable Housing Tenure 3:	Intermediate - Discounted Market Sale			
Affordable Housing Tenure 4:	Intermediate - Other Type of Shared Own / Shared Equity			
Affordable Housing Tenure 5:	Affordable Rent			
Timing Social Housing Grant Paid				

Other sources of funding

	Value (£)	Timing of Payment	
			(whole number, minimum c
			(whole number, minimum c
			(whole number, minimum c
			(whole number, minimum c
			(whole number, minimum c

BUILDING COST, MARKETING COST & SECTION 106 ASSUMPTIONS

		Building Costs - Gross (£ / sq m)	Net to Gross Ratio for Building Costs (%)*
Affordable Housing Tenure 1:	Social Rented		
Affordable Housing Tenure 2:	Intermediate - Shared Ownership	£2,558	79%
Affordable Housing Tenure 3:	Intermediate - Discounted Market Sale		
Affordable Housing Tenure 4:	Intermediate - Other Type of Shared Own / Shared Equity		
Affordable Housing Tenure 5:	Affordable Rent	£2,558	79%
Open Market Housing Type 1:	1 bed	£2,557	79%
Open Market Housing Type 2:	2 bed	£2,557	79%
Open Market Housing Type 3:	3 bed	£2,557	79%
Open Market Housing Type 4:	BTM	£2,557	79%
Open Market Housing Type 5:	-		

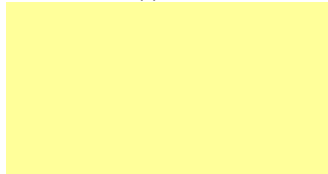
* The ratio is typically 70% - 85% in blocks of flats to reflect the difference between GIA & NIA (ie common parts such as lifts, stairs, corridors etc) and 100% in houses which have no common parts

	Building Costs (£ / car parking space)	% of Building Costs	
Residential Car Parking Building Costs (average cost / car parking space)			
Building Design Fees % (Architects, QS etc)		12.00%	(typically around 10%)
Building Contingencies (% of Building Costs)		5.00%	(typically around 5% for ne
Section 106 Payments (£) *	Cost (£)	Month of Payment	
Borough CIL	£2,258,000		
MCIL2	£722,560		



* This section excludes Affordable Housing section 106 payments

Site Abnormals (£)



Cost (£)	Month of Payment

Building Cost Percentage Increase (if any)

- Site Specific Sustainability Initiatives (%)
- Lifetime Homes (%)
- Code for Sustainable Homes (%)
- Other (%)

%

OTHER COSTS

SITE ACQUISITION COSTS

- Agents Fees (% of site value)
- Legal Fees (% of site value)
- Stamp Duty (% of site value)

%	
1.00%	(typically around 1%)
0.75%	(typically around 0.75%)
13.50%	

Other Acquisition Costs (£)

Cost (£)	Month of Payment
	3

FINANCE COSTS

- Arrangement Fee (£)
- Interest Rate (%)
- Misc Fees - Surveyors etc (£)

7.00%	(typically around 3-5% abo
-------	----------------------------

Marketing Costs

Affordable Housing Marketing Costs

- Developer cost of sale to RSL (£)
- RSL on-costs (£)
- Intermediate Housing Sales and Marketing (£)

Cost (£)	Timing (month)

Open Market Housing Marketing Costs

- Sales Fees (agents fees & marketing fees) - %
- Legal Fees (per Open Market unit) - £

3.00%	(typically around 6%)
£600	(typically around £600 per i

DEVELOPER'S RETURN FOR RISK AND PROFIT (before taxation)

	% of Housing Capital Value	
Open Market Housing (%)	20.00%	(typically 17.5-20%)
Affordable Housing (%)	6.00%	(typically around 6%. profit only taken on the capital value of i

GVA GRIMLEY & BESPOKE PROPERTY GROUP
HCA ECONOMIC APPRAISAL TOOL

(Worksheet 3)

INPUT SHEET 3 - COMMERCIAL & NON-RESIDENTIAL

OFFICE ASSUMPTIONS

Size of office scheme (gross sq m)		
Size of office scheme (net lettable sq m)		
Values		
Rent (£ psm)		
Yield (%)		
Purchaser's costs (% of value)		(typically around 5.75% assuming a 4% stamp duty)
Building Costs		
Office Building Costs (Gross, £ psm)		
Office Building Professional Fees (% of building costs)		(typically around 10% - 15%)
Building Contingencies (% of building costs)		(typically around 5%)
Timing		
	Timing (month)	
Start of Building Period (month)		(whole number, minimum of 0, maximum of 60)
End of Building Period (month)		(whole number, minimum of 0, maximum of 60)
Timing of Letting / Sale (month)		(whole number, minimum of 0, maximum of 60)
Letting, Advertising & Sale fees		
Letting fees (% of annual income)		(typically around 10% for sole agent and 15% for joint agents)
Advertising fees (% of annual income)		(typically around 1%)
Sale fees (% of sale price)		(typically around 1.75%)
Return for risk / profit (% of value)		(typically around 20%)

RETAIL ASSUMPTIONS

Size of retail scheme (gross sq m)		
Size of retail scheme (net lettable sq m)		
Values		
Rent (£ psm)		
Yield (%)		
Purchaser's costs (% of value)		(typically around 5.75% assuming a 4% stamp duty)
Building Costs		
Retail Building Costs (Gross, £ psm)		
Retail Building Professional Fees (% of building costs)		(typically around 10% - 15%)
Building Contingencies (% of building costs)		(typically around 5%)
Timing		
	Timing (month)	
Start of Building Period (month)		(whole number, minimum of 0, maximum of 60)
End of Building Period (month)		(whole number, minimum of 0, maximum of 60)
Timing of Letting / Sale (month)		(whole number, minimum of 0, maximum of 60)
Letting / sale fees		
Letting (% of income)		(typically around 10% for sole agent and 15% for joint agents)
Advertising (% of annual income)		(typically around 1%)
Sale (% of sale price)		(typically around 1.75%)
Return for risk / profit (% of value)		(typically around 20%)

INDUSTRIAL ASSUMPTIONS

Size of industrial scheme (gross sq m)		
Values		
Rent (£ psm)		
Yield (%)		
Purchaser's costs (% of value)		(typically around 5.75% assuming a 4% stamp duty)
Building Costs		
Industrial Building Costs (Gross, £ psm)		
Industrial Building Professional Fees (% of building costs)		(typically around 10% - 15%)
Building Contingencies (% of building costs)		(typically around 5%)
Timing		
	Timing (month)	
Start of Building Period (month)		(whole number, minimum of 0, maximum of 60)

End of Building Period (month) (whole number, minimum of 0, maximum of 60)
 Timing of Letting / Sale (month) (whole number, minimum of 0, maximum of 60)

Letting / sale fees

Letting (% of income) (typically around 10% for sole agent and 15% for joint agents)
 Advertising (% of annual income) (typically around 1%)
 Sale (% of sale price) (typically around 1.75%)

Return for risk / profit (% of value) (typically around 20%)

LEISURE ASSUMPTIONS

Size of Leisure scheme (gross sq m)
 Size of Leisure scheme (net lettable sq m)

Values

Rent (£ psm)
 Yield (%)
 Purchaser's costs (% of value) (typically around 5.75% assuming a 4% stamp duty)

Building Costs

Leisure Building Costs (Gross, £ psm)
 Leisure Building Professional Fees (% of building costs) (typically around 10% - 15%)
 Building Contingencies (% of building costs) (typically around 5%)

**Timing
(month)**

Timing
 Start of Building Period (month) (whole number, minimum of 0, maximum of 60)
 End of Building Period (month) (whole number, minimum of 0, maximum of 60)
 Timing of Letting / Sale (month) (whole number, minimum of 0, maximum of 60)

Letting / sale fees

Letting (% of income) (typically around 10% for sole agent and 15% for joint agents)
 Advertising (% of annual income) (typically around 1%)
 Sale (% of sale price) (typically around 1.75%)

Return for risk / profit (% of value) (typically around 20%)

COMMUNITY USE ASSUMPTIONS

Size of Community-use scheme (gross sq m)
 Size of Community-use scheme (net lettable sq m)

Values

Rent (£ psm)
 Yield (%)
 Purchaser's costs (% of value) (typically around 5.75% assuming a 4% stamp duty)

Building Costs

Community-use Building Costs (Gross, £ psm)
 Community-use Building Professional Fees (% of building costs) (typically around 10% - 15%)
 Building Contingencies (% of building costs) (typically around 5%)

**Timing
(month)**

Timing
 Start of Building Period (month) (whole number, minimum of 0, maximum of 60)
 End of Building Period (month) (whole number, minimum of 0, maximum of 60)
 Timing of Letting / Sale (month) (whole number, minimum of 0, maximum of 60)

Letting / sale fees

Letting (% of income) (typically around 10% for sole agent and 15% for joint agents)
 Advertising (% of annual income) (typically around 1%)
 Sale (% of sale price) (typically around 1.75%)

Return for risk / profit (% of value) (typically around 20%)

GVA GRIMLEY & BESPOKE PROPERTY GROUP
HCA ECONOMIC APPRAISAL TOOL

(Worksheet 4)

SUMMARY

Site Address	Barnes Hospital South Worples Way Outline Application
Site Reference	
File Source	
Scheme Description	Residential site -83 units
Date	09/04/2019
Site Area (hectares)	
Author & Organisation	Simon Devitt BPC
HCA Investment Manager	

Housing Mix (Affordable + Open Market)

Total Number of Units	83	units
Total Number of Open Market Units	67	units
Total Number of Affordable Units	16	units
Total Net Internal Area (sq m)	5,771	sq m
Total Habitable Rooms	233	habitable rooms
% Affordable by Unit	19.3%	
% Affordable by Area	18.3%	
% Affordable by Habitable Rooms	18.0%	
% Social Rented within the Affordable Housing	-	by number of units
% Social Rented within the Affordable Housing	-	by area
% Social Rented within the Affordable Housing	-	by habitable rooms
Total Number of A/H Persons	50	Persons
Total Number of Social Rented Persons	0	Persons
Total Number of Intermediate Persons	50	Persons
Total Number of Open Market Persons	236	Persons
Total Number of Persons	286	Persons
Site Area	0.00	hectares
Net Internal Housing Area / Hectare	-	sq m / hectare

Residential Values**Affordable Housing Tenure 1:****Social Rented**

Type of Unit	Total Rent pa (£)	Yield (%)	Capital Value (£)
0	-	-	-
0	-	-	-
0	-	-	-
0	-	-	-
0	-	-	-
0	-	-	-
0	-	-	-
0	-	-	-
Total	-	-	-

Total Capital Value of Affordable Housing Tenure 1 £0

Affordable Housing Tenure 2:**Intermediate - Shared Ownership**

Type of Unit	Capital Value (£ psm)	Total Floorspace (sq m)	Total Capital Value (£)
1b	£8,900	160.2	£1,425,780
0	£8,600	-	-
0	-	-	-
0	-	-	-
0	-	-	-
0	-	-	-
£0	-	-	-
£0	-	-	-
Total	-	160.2	£1,425,780

Owner-occupied / rented % share 40%

Capital Value of owner-occupied part £570,312

Type of Unit	Total Rent pa (£)	Yield (%)	Capital Value (£)
1b	£20,467	6.00%	£341,118
0	-	-	-
0	-	-	-
0	-	-	-
0	-	-	-
£0	-	-	-
£0	-	-	-
Total (full capital value if sold at OMV)	£20,467	-	£341,118

Total Capital Value of Affordable Housing Tenure 2 £911,430

Affordable Housing Tenure 3: Intermediate - Discounted Market Sale

Type of Unit	Capital Value (£ psm)	Total Floorspace (sq m)	Total Capital Value (£)
0	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
Total	-	-	-

% of Open Market Value -

Total Capital Value of Affordable Housing Tenure 3 £0

Affordable Housing Tenure 4: Intermediate - Other Type of Shared Own / Shared Equity

Type of Unit	Capital Value (£ psm)	Total Floorspace (sq m)	Total Capital Value (£)
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
Total	-	-	-

Owner-occupied / rented % share -

Capital Value of owner-occupied part -

Type of Unit	Total Rent pa (£)	Yield (%)	Capital Value (£)
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
Total (full capital value if sold at OMV)	-	-	-

Total Capital Value of Affordable Housing Tenure 4 £0

Affordable Housing Tenure 5: Affordable Rent

Type of Unit	Total Rent pa (£)	Yield (%)	Capital Value (£)
1 bed	£43,134	6.00%	£718,900
2 bed	£55,458	6.00%	£924,300
3 bed	£16,432	6.00%	£273,867
0	-	-	-
0	-	-	-
0	-	-	-
Total	£115,024	-	£1,917,067

Total Capital Value of Affordable Housing Tenure 5 £1,917,067

TOTAL CAPITAL VALUE OF ALL AFFORDABLE HOUSING (EXCLUDING SHG & OTHER FUNDING) £2,828,497

Social Housing Grant

	Grant per unit (£)	Number of Units	Grant (£)
Social Rented	£0	0	£0
Intermediate - Shared Ownership	£0	3	£0
Intermediate - Discounted Market Sale	£0	0	£0
Intermediate - Other Type of Shared Own / Shared Equity	£0	0	£0
Affordable Rent	£0	13	£0
SHG Total	-	16	£0

Social Housing Grant per Affordable Housing Person £0

Social Housing Grant per Social Rented Person -

Social Housing Grant per Intermediate Person £0

TOTAL VALUE OF SOCIAL HOUSING GRANT £0

0	£0
0	£0
0	£0
0	£0
0	£0
0	£0

OTHER SOURCES OF AFFORDABLE HOUSING FUNDING £0

TOTAL CAPITAL VALUE OF ALL AFFORDABLE HOUSING (INCLUDING SHG & OTHER FUNDING) £2,828,497

Open Market Housing

Type of Open Market Housing	Net Area (sq m)	Revenue (£ / sq m)	Total Revenue (£)
1 bed	1,176	£8,900	£10,465,510
2 bed	2,250	£8,600	£19,350,000
3 bed	1,071	£8,000	£8,568,000
BTM	220	£8,600	£1,891,140
-	-	-	-
Total	4,717	-	£40,274,650

	Average value (£ per unit)
1 bed	£475,705
2 bed	£645,000
3 bed	£714,000
BTM	£630,380
-	-

TOTAL CAPITAL VALUE OF OPEN MARKET HOUSING £40,274,650

Car Parking

No. of Spaces	Price per Space (£)	Value
44	£30,000	£1,320,000

TOTAL VALUE OF CAR PARKING £1,320,000

Ground rent

		Capitalised annual ground rent
Affordable Housing Tenure 1:	Social Rented	£0
Affordable Housing Tenure 2:	Intermediate - Shared Ownership	£0
Affordable Housing Tenure 3:	Intermediate - Discounted Market Sale	£0
Affordable Housing Tenure 4:	Intermediate - Other Type of Shared Own / Shared Equity	£0
Affordable Housing Tenure 5:	Affordable Rent	£0
Open Market Housing Type 1:	1 bed	£120,000
Open Market Housing Type 2:	2 bed	£163,636
Open Market Housing Type 3:	3 bed	£65,455
Open Market Housing Type 4:	BTM	£16,364
Open Market Housing Type 5:	-	£0

TOTAL CAPITALISED ANNUAL GROUND RENT £365,455

TOTAL CAPITAL VALUE OF RESIDENTIAL SCHEME £44,788,601

Non-Residential Values

Office	£0	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£0

TOTAL CAPITAL VALUE OF NON-RESIDENTIAL SCHEME £0

TOTAL VALUE OF SCHEME £44,788,601

Residential Building, Marketing & Section 106 Costs

Affordable Housing Build Costs	£3,412,163	
Open Market Housing Build Costs	£15,266,908	£18,679,071

Cost Multipliers

Site Specific Sustainability Initiatives (%)	0.0%	£0
Lifetime Homes (%)	0.0%	£0
Code for Sustainable Homes (%)	0.0%	£0
Other (%)	0.0%	£0

Residential Car Parking Build Costs		£0
-------------------------------------	--	-----------

Other site costs

Building Contingencies	5.0%	£933,954
Building Cost Fees (Architects, QS etc):	12.0%	£2,353,563
Other Acquisition Costs (£)		£0

Site Abnormals

0	£0
0	£0
0	£0
0	£0
0	£0
0	£0
0	£0
0	£0
0	£0

Total Building Costs		£21,966,588
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Section 106 Costs (£)

Borough CIL		£2,258,000
MCIL2		£722,560
0		£0
0		£0
0		£0
0		£0
0		£0
0		£0

Section 106 costs		£2,980,560
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Marketing (Open Market Housing ONLY)

Sales Fees:	3.0%	£1,208,240
Legal Fees (per Open Market unit):	£600	£40,200

Marketing (Affordable Housing)

Developer cost of sale to RSL (£)		£0
RSL on-costs (£)		£0
Intermediate Housing Sales and Marketing (£)		£0

Total Marketing Costs		£1,248,440
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Non-Residential Building & Marketing Costs**Building Costs**

Office	£0	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£0

Professional Fees (Building, Letting & Sales)

Office	£0	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£0

Total Non-Residential Costs		£0
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TOTAL DIRECT COSTS:		£26,195,587.42
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Finance and acquisition costs**(finance costs are only displayed if there is a positive residual site value)**

Arrangement Fee	£0
Misc Fees (Surveyors etc)	£0
Agents Fees	£65,145
Legal Fees	£48,859
Stamp Duty	£879,458
Total Interest Paid	£2,860,407

Total Finance and Acquisition Costs	£3,853,869
--	-------------------

Developer's return for risk and profit**Residential**

Open Market Housing Operating 'Profit'	£8,054,930
Affordable Housing 'Profit'	£169,710

Non-residential

Office	£0	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£0

Total Operating Profit	£8,224,640
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(profit after deducting sales and site specific finance costs but before allowing for developer overheads and taxation)

Residual Site Value

SITE VALUE TODAY	£6,514,505
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EXISTING USE VALUE	£6,000,000
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DIFFERENCE BETWEEN SITE VALUE AND EXISTING USE VALUE	£514,505
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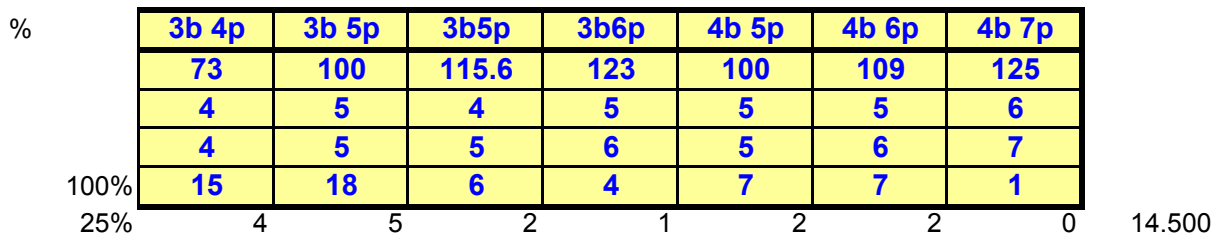
Checks:

Site Value as a Percentage of Total Scheme Value		
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Site Value per hectare		#VALUE!
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Notes & Calculation Sheet

(Worksheet 5)



Appendix C – Draft Nominations Agreement

DATED _____ 2019

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

-to-

[]

NOMINATION AGREEMENT

in respect of rented units at []

in the London Borough of Richmond upon Thames

This Agreement (made as a Deed)

Dated [●] 2019

Between:

The Mayor and Burgesses of the London Borough of Richmond upon Thames of the Civic Centre of 44 York Street Twickenham TW1 3BZ (the Council) and [●] (the Association)

Whereas:

- (1) *This Agreement is made pursuant to the terms of the **Principal Agreement** (as defined below) which requires [●] Affordable Housing Units to be provided at an affordable rent the freehold interest in which is to be granted to the Association*
- (2) *In accordance with the Principal Agreement [●] residential units are to be built in accordance with the Planning Permission (dated [●] – ref number [●] or occupation by persons within the Association's charitable objects and the Association has agreed to the Council being given the right to nominate persons to take up occupation of the Units as hereinafter provided*

Now it is hereby agreed as follows:

1 Definitions

Availability Notice means the notices referred to at sub-clauses 3(a) and 3(b) hereof;

Local Lettings Policy means a policy agreed between the Council and the Association that ensures that Units need not be let to tenants:

- (i) *with a history of anti-social behaviour, or*
- (ii) *who are in rent arrears;*

Nomination Notice means the notice in writing to be given by the Council to the Association of the proposed Nominees which shall include the names of such Nominees and all necessary and relevant information pertaining to such Nominees;

Nomination Period means sixty years from the date of practical completion of the Units;

Nominees means persons nominated by the Council for the purposes of this Agreement;

Principal Agreement means the Agreement made under section 106 of the Town and Country Planning Act 1990 made the [●] between the Council (1) and [●] (2);

Property means the Site and the Units;

Relevant Nominee means Nominees to whom the Association shall offer a Unit on the Site in accordance with Clause 5 hereof;

Site means the land and buildings to be erected on the land known as land at Barnes Hospital, South Worple Way, London SW14 8SU which is part of

the land subject of the Principal Agreement;

True Voids means a vacancy created in any of the circumstances set out in the First Schedule hereto under the heading "definition of a True Void" but excluding a vacancy arising in any circumstances defined under the heading **definition of a Non-True Void**;

Non-True Voids as defined in the First Schedule hereto;

Units means the units to be provided at an affordable rent and to be managed and provided by the Association on the Site.

- 2 *The Association hereby covenants with the Council that in respect of the initial lettings under this Agreement the Council shall have rights to nominate up to 100% of the Units and shall thereafter have the right to nominate up to 75% of Units being True Voids for the Nomination Period unless the Council at its absolute discretion agree to waive or relinquish such rights of nomination.*
- 3 *The Association shall give to the Council:*
 - (a) *in the case of an initial letting of any Unit not less than 6 weeks' notice of the projected practical completion date of such Unit and not less than 6 weeks' notice of the actual completion of such Unit and its availability for letting;*
 - (b) *in the case of any Unit being a True Void becoming subsequently available for letting 5 days' written notice of such availability.*
- 4 *Within 10 days of the receipt by the Council of any Availability Notice in respect of a Unit the Council shall in respect of such Unit serve on the Association a Nomination Notice*
- 5 *The Association shall as soon as practicable following receipt of the Nomination Notice offer a tenancy of the said Unit to the Relevant Nominee who complies with the terms of the Local Lettings Policy*
- 6 *If (a) no Nomination Notice is served by the Council within the 10 days referred to in Clause 4 or (b) the Relevant Nominee refuses or fails to accept the offer of a tenancy within 3 days of such offer in each case the Council shall be entitled to serve two further and subsequent Nomination Notices **save that** where no subsequent Nomination notices are served within 20 days of the date referred to in Clause 4 or the further Relevant Nominees both refuse or fail to accept the offer of a tenancy within 3 days of such offer then the Association shall be at liberty to let the unit to persons of its own choosing*
- 7 *The procedure for such nominations may at any time during the continuance of this Agreement be varied by agreement between the parties hereto*
- 8 *The provisions of this Agreement shall cease to apply to any Unit of which the Association is required compulsorily by legislation to transfer the freehold or to grant a long lease to a tenant exercising any statutory right to buy*

9 ***It is hereby agreed and declared that the provisions of this Agreement shall:***

- (a) not bind any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title;
- (b) cease to apply to any part or the whole of the Unit should such part or the whole be transferred or leased by any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title.

10 *Any notice or demand required or authorised shall be deemed to be served on the Council if sent to the Chief Executive of the London Borough of Richmond Upon Thames at its Civic Offices at the address given above and shall be deemed to be duly served on the Association and if sent to the Association and addressed to the Secretary at its address for the time being as stated above or such other address as may be notified in writing to the council from time to time **provided always** that any notice to be served by either party may be served by such party's solicitors*

In witness whereof the Council and the Association have hereunto caused their Common Seals to be affixed the day and year first above written.

First Schedule

1 Definition of True Void

- 1.1 *Vacancies created through tenant transfer to another Borough where no reciprocal arrangement exists.*
- 1.2 *Vacancies arising through tenant moves to other landlords where no reciprocal arrangement exists.*
- 1.3 *Vacancies arising as a result of the death of a tenant where there is no statutory right to succession.*
- 1.4 *Vacancies arising through tenants buying their own property in the private sector.*
- 1.5 *Vacancies arising as a result of the tenant having been evicted or abandoning a Unit.*
- 1.6 *Vacancies arising as a result of a tenant who has been permanently decanted returning to his former home.*
- 1.7 *Vacancies arising through tenant transfer within the Association's own stock.*
- 1.8 *Vacancies arising as a result of a tenant who has been previously decanted.*

2 Definition of Non-True Void

- 2.1 *Vacancies arising as a result of a tenant being temporarily decanted and moving to a temporary home.*
- 2.2 *Vacancies arising as a result of a tenant being re-housed via the Housing Association "Homes" scheme or other equivalent.*
- 2.3 *Vacancies arising as a result of a tenant being re-housed by another Borough where a reciprocal arrangement exists.*

Second Schedule
Affordable Rented Housing Units
[•] units comprising [•]

[•] to be let initially at an affordable rent of £[•] per week

[•] to be let initially at an affordable rent of £[•] per week

Appendix D – Public Grant Funding Agreement

CAPITAL FUNDING AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 20xx.

BETWEEN (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES of the Civic Centre 44 York Street Richmond upon Thames Surrey TW1 3BZ ('the Council') and (2) xxxx a charitable industrial and provident society under the Industrial and Provident Societies Act 1965 registered number xxx and a Registered Provider with the Homes and Communities Agency (Registered Number [L4279]) whose registered office is at xxxx ("the RP").

NOW IT IS AGREED as follows:

1. Recitals

- 1.1 The Council is willing to enter into an arrangement to transfer funding to the RP to support the costs of proposals submitted by the RP for the construction of newly built homes.
- 1.2 The RP will purchase the freehold or long leasehold of part of the land at xxxx registered at the Land Registry under title xxxx ('the Property') from the owner to provide Affordable Rented homes to which the Council will receive nomination rights as set out in a nomination rights agreement in substantially the form of the draft attached hereto at the third Schedule to this Agreement between the Council and the RP ('**Nomination Rights Agreement**').
- 1.3 The Council agrees to advance the sum of xxxx Pounds (£xx) ("**the First Grant Sum**"), and the sum of xxxx pounds (£xx) ("**the Second Grant Sum**") on the terms set out below.

IT IS HEREBY AGREED as follows:

2. The RP's obligations

The RP shall perform and fully comply with the Conditions of Grant set out in the first schedule to this Agreement.

3. Grant Sum

Conditional upon the RP fully performing/complying with the Conditions of Grant referred to in Clause 2, the Council shall pay to the RP the First Grant Sum within 28 days of being notified of the Commencement Date and the Second Grant Sum within 28 days of being notified of Practical Completion.

4. Commencement

This Agreement shall come into effect on the date hereof but the obligations of the RP and the Council are subject to the conditions herein contained.

5. Variation

This Agreement may be varied from time to time by agreement between the parties in writing but not otherwise.

6. Disputes

Any dispute concerning this Agreement shall be dealt with in accordance with the second schedule to this Agreement.

7. VAT

All sums payable under this Agreement are paid exclusive of any value added tax thereon. Each party undertakes to pay value added tax and other taxes or duties (if any) on any sum paid under this Agreement at the rate for the time being in force chargeable in respect of sums paid under this Agreement upon receipt of a valid VAT invoice.

IN WITNESS whereof the parties have executed this Agreement the day and year first before written:

The Common Seal of the
**MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF
RICHMOND UPON THAMES**
was hereunto affixed in the
presence of:

Authorised Officer

Seal No:

FIRST SCHEDULE

CONDITIONS OF GRANT

INTRODUCTION

1. Definitions

- 1.1 'Acquisition' means acquisition of the Property by the RP;
- 1.2 'the 2008 Act' means the Housing and Regeneration Act 2008;
- 1.3 'Commencement Date' means the date that a contract for acquisition of the Affordable Rented homes has been completed
- 1.4 'Conditions' means these Conditions any supplementary conditions and any modification to them agreed in writing between the parties to this Agreement;
- 1.5 'First Grant Sum' means the sum of £xx payable by the Council to the RP;
- 1.6 'Grant Application' means a notice in writing and invoice to be served upon the Council by the RP confirming either:
- 1.6.1 that contracts have been completed for acquisition of the Affordable Housing Units or
- 1.6.2 that a certificate of Practical Completion in relation to the Works at the Property has been issued (and which has been attached to the notice)
- 1.7 'the HCA' means the Office for Tenants and Social Landlords, also known as the Homes and Communities Agency whose head office is at Maple House, 149 Tottenham Court Road, London, W1T 7BN or any successor body;
- 1.8 'Material Operation' means the carrying out of a material operation as defined by Section 56(4) of the Town and Country Planning Act 1990 at the Property by or on behalf of the RP;
- 1.9 'Property' means the property defined in Recital 1.2 to this Agreement;
- 1.10 'Practical Completion' means a certificate issued by a contractor acting on behalf of the RP to undertake the Works that confirms the practical completion of the Works;

- 1.11 'RP' means a non profit private registered provider registered with the HCA under the 2008 Act or any equivalent body registered under any replacement legislation;
- 1.12 'Second Grant Sum' means the sum of £xx payable by the Council to the RP.
- 1.13 'Works' means construction works at the Property which are fully in accordance with planning permission under reference xxxx (as varied or amended) and which provides the housing accommodation referred to at clause 1.2 above;
- 1.14 Reference to any Act of Parliament and to any orders regulations or rules made pursuant to that Act and shall include reference to any modification re-enactment.

2. Variation of Agreement

- 2.1 Without prejudice to any other of the Conditions no omission from, addition to or variation of this Agreement shall be valid or of any effect unless it is agreed in writing and signed by the Director of Adult and Community Services of the Council and by the Managing Director of the RP
- 2.2 Save for a variation agreed pursuant to Condition 2.1 any purported variation of this Agreement contained in any other document or in any oral agreement is agreed to be void and of no effect.

OPERATIVE PROVISIONS - RP'S AGREEMENTS

- 3. The RP agrees as follows:

3.1 Grant Application

To submit to the Council Grant Applications signed by an authorised officer of the RP and accompanied where applicable by notification of Commencement or a certificate of Practical Completion.

3.2 Grant Recycling

- 3.2.1 Upon any disposal of all or any part of the Property which generates a capital receipt to the RP, the RP shall procure that the Grant Proportion (as defined below) shall be applied by the RP to support other housing projects in the

London Borough of Richmond upon Thames. Projects are to be approved by the Council, such approval not to be unreasonably withheld.

3.2.2 The 'Grant Proportion' referred to in Clause 3.2.1 above shall be the lower of:

i $(A/B \times G) - C$

or

ii $DV - C$

Where:

A is the number of units disposed of resulting in a capital receipt to the RP;

B is 8; being the total sum of the units constructed or to be constructed on the Property in accordance with the Works;

G is the total amount of the First Grant Sum and Second Grant Sum that has actually been paid to the RP;

C the costs incurred by the RP in effecting the disposal (including but not limited to surveyors fees, legal costs and fees and valuation fees);

DV means the value at which the units are disposed of;

3.2.3 The RP agrees to notify the Council of the Grant Proportion within 28 days of any disposal as described in paragraph 3.2.1 and 3.2.2 above. If the RP is unable to apply the Grant Proportion in accordance with paragraph 3.2.1 within 2 years of the date of the disposal (or such other period as agreed by the RP and the Council in writing) then the Grant Proportion plus any interest accrued since the date of the disposal at Bank of England Base Rate shall be paid to the Council and attributed to its Affordable Housing Fund less any reasonable banking charges incurred by the RP.

OPERATIVE PROVISIONS - COUNCIL'S AGREEMENTS

4. The Council agrees as follows:

4.1 Grant Payment

To pay to the RP the First Grant Sum and the Second Grant Sum by the respective due dates being those dates stated at Clause 3 of this Agreement.

CONDITIONALITY

5. The parties agree that First Grant Sum and Second Grant Sum payments by the Council to the RP are conditional upon the following:

5.1 Rent Levels

To rent the homes in line with the Fourth Schedule appended to this agreement.

5.2 Works and Practical Completion

The Material Operation of the Works at the Property (as to the First Grant Sum) and the issuing of a certificate of Practical Completion (as to the Second Grant Sum).

5.3 Condition 3

Performance by the RP of its obligations under Conditions 3.1 and 3.2 of this schedule.

5.4 Title

The RP having a secure legal interest in the freehold of the Property as at the Commencement Date.

5.5 Nominations Agreement

On or before Practical Completion the RP shall enter into a Nominations Rights Agreement with the Council in substantially the form of the draft attached hereto at the Third Schedule to this Agreement.

GRANT REPAYMENT

6.1 The Council agrees and declares that except as regards 6.2 and 6.3 below, provided the RP completes the Works neither the First Grant Sum nor the Second Grant Sum nor any part of it shall be repayable by the RP.

6.2 The First Grant Sum shall however be repayable by the RP to the Council if there is no Practical Completion of the Works by the end of a period of

eighteen months from the Commencement Date unless the Council shall otherwise agree.

- 6.3 The full amount of both the First Grant Sum and the Second Grant Sum are repayable if any of the units are not made available in line with the Fourth Schedule.

SECOND SCHEDULE

ARBITRATION

1. If any dispute or difference concerning this Agreement shall arise between the Council and the RP, either party may request a special meeting to discuss the matter, giving 10 days prior written notice requesting a meeting (or a shorter notice period if the parties agree). The written notice must specify the matter to be discussed. The other party will attend that meeting. If the matter remains unresolved after the meeting, the dispute or difference shall be referred to the arbitration and final decision of a person to be agreed between the parties or, failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be appointed on the request of either party by the President of the Chartered Institute of Housing.
2. The arbitrator shall be entitled to make such decision or award as he or she thinks just and equitable having regard to the circumstances then existing the cost of such arbitration to follow the event or in the event of neither party succeeding to be apportioned between the parties by the arbitrator in such proportions as he or she in his or her absolute discretion thinks fit.
3. Any award or decision of such arbitrator shall be final and binding on the parties to this Agreement.

THIRD SCHEDULE
NOMINATIONS AGREEMENT

FOURTH SCHEDULE

SCHEDULE OF HOMES AND RENTS

Units

xx Homes for rent at Affordable Rent levels comprising:-

xxxx for Affordable Rent to be rented initially at £xxx

All rents are inclusive of service charge and rent levels will increase in line with the RP's annual rental increase.

The COMMON SEAL of THE)
LONDON BOROUGH OF)
RICHMOND-UPON-THAMES)
was hereto affixed in the presence of

Authorised Signatory

L Craig
WOL CRAIG
Assistant Head of Law.



Executed as a Deed by **SOUTH**)
WEST LONDON AND ST.)
GEORGE'S MENTAL HEALTH NHS)
TRUST whose corporate common
seal was hereunto affixed in the
presence of:



Amy Scammell
sign here:

Authorised signatory

AMY SCAMMELL
print name:

J. Allan
sign here:

Authorised signatory

JON ALLAN
print name:

Executed as a Deed by **STAR LAND**)
REALTY UK LIMITED acting by a)
duly authorised attorney in the)
presence of:

sign here:
Attorney

Mark Swetman

print name:

MARK SWETMAN

Witness signature:

Witness sign here:

GM Bedford

Witness name:

print name:

GM BEDFORD

Witness address:

46 Rectory Road

Barnes SW13 0ST

Witness occupation:

Banker