

DATED 31st December 2020

**THE LONDON BOROUGH  
OF RICHMOND UPON THAMES**

and

**CANADIAN & ARCADIA LIMITED**

**DEED OF AGREEMENT**

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

relating to land at 16 Paved Court 20 King Street 4 To 8 and 10 Paved Court And 75 - 81  
George Street Richmond

THIS DEED is dated the 31st day of December 2020

**BETWEEN**

**1. PARTIES**

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

1.2 **CANADIAN & ARCADIA LIMITED (Co. Reg. No. 09943033) of 8-10 South Street, Epsom, Surrey, England, KT18 7PF** (the "Owner")

**2. RECITALS**

- 2.1 The Council is the local planning authority for the purposes of the Act for the Land.
- 2.2 The Council is also the local highway authority for the highways in the vicinity of the Land.
- 2.3 The Owner is the registered proprietor of the freehold interest in the Land.
- 2.4 The Application has been made to the Council.
- 2.5 The Council is satisfied that the Development is such as may be approved by the Council under the Act and that Planning Permission may be granted subject to conditions and subject to the Owner covenanting with the Council to give planning obligations to the Council in the terms of this Deed.
- 2.6 The Owner has agreed to enter into this Deed to give planning obligations to the Council in the terms herein contained.

**3. DEFINITIONS**

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

<b>"Act"</b>	means the Town and Country Planning Act 1990 (as amended)
<b>"Application"</b>	means the planning application submitted to the Council (and allocated reference 19/2392/FUL) for planning permission for the Development
<b>"Approved Travel Plan"</b>	means the Travel Plan submitted by the Owner to the Council and approved by the Council (which expression shall include such variations and amendments as shall be approved by the Council from time to time)
<b>"Air Quality Contribution"</b>	means the sum of ten thousand pounds (£10,000) Index Linked

<b>“Affordable Tenancy Rate”</b>	means a rent and service charge of 80% of comparable local market rates for comparable properties.
<b>“Affordable Workspace”</b>	<p>means 10% of the NIA of the Office Space (which will vary depending upon whether the leisure element of the Development is carried out or not such that it will range from a minimum of 193 square metres to a maximum of 305 square metres) being flexible and affordable workspace and which is shown for illustrative purposes only hatched black on the Affordable Workspace Plans and which area is based upon the maximum amount of Office Space that can be provided within the Development. The Affordable Workspace is to be let to an Affordable Workspace Manager pursuant to a Workspace Agreement for a specific social, cultural or economic development purpose in line with the Workspace Management Plan. These circumstances may include workspace that is:</p> <ul style="list-style-type: none"> <li>• Dedicated to specific sectors that have social value such as charities or social enterprises;</li> <li>• Dedicated for specific sectors that have cultural value such as artists’ studios and designer-maker spaces;</li> <li>• Dedicated for disadvantaged groups starting up in any sector;</li> <li>• Providing educational or research-driven outcomes through connections to schools, colleges or higher education; and</li> <li>• Supporting start-up businesses or regeneration.</li> </ul>
<b>“Affordable Workspace Agreement”</b>	means an an agreement between an Affordable Workspace Manager and the person or organisation letting the identified Affordable Workspace that shall include an obligation that both parties shall fully implement the Workspace Management Plan
<b>“Affordable Workspace Manager”</b>	means a person or persons responsible for managing the Affordable Workspace (which may include the Owner)
<b>“Affordable Workspace Plans”</b>	means drawing numbers 1720/SK 611 and 612 annexed hereto
<b>“Base Rate”</b>	means the Bank of England base rate set by the Monetary Policy Committee of the Bank of England from time to time
<b>“Blue Badge”</b>	Means a disabled person’s badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970
<b>“Business Space”</b>	means the business units to be constructed or converted in accordance with the Development intended to be used pursuant to use class A1, B1 and D2 as defined within the Use Classes Order
<b>“Commencement of Development”</b>	means the earliest date upon which a material operation comprised in the Development is begun as defined by section 56(4) of the Act but for the purpose of this Deed

	excluding the following (a) archaeological works (b) site surveys including bore holes (c) site preparation (d) environmental preparatory works (e) the erection of fencing to enclose the Development or any part of the Development (f) the laying out of temporary access roads for construction purposes (g) the erection of temporary site buildings for construction purposes (h) contamination tests and (i) and any works of decontamination remediation (and <b>“Commence”</b> <b>“Commence the Development”</b> and <b>“Commenced”</b> shall be construed accordingly)
<b>“CPZ”</b>	the controlled parking zone A1 or any controlled parking zone amending or replacing the same wherein the parking and waiting of Motor Vehicles on the public highway is restricted and regulated by a traffic management order made pursuant to the Road Traffic Regulations Act 1974 or some other Act of authority
<b>“Development”</b>	means the re-development of the Land to provide external alterations: erection of additional storey at fourth floor (with associated roof terrace) and plant room above; 2nd floor rear extension; replacement of roof to the adjacent existing single storey extension at rear to include roof light; enclosed staircase to rear; terraces to rear; infill of the light well adjacent to Golden Court; and associated plant. Other elevational alterations include; removal of canopy to 75-81 George Street; new shopfronts to 4 Paved Court, Golden Court entrance, and King Street and George Street frontages; new fenestration throughout; and new canopies, together with any other works incidental to the development. Change of use of 75-81 George Street from A1 (retail) to mixed use comprising: Class B1 to the existing floors 2,3 and the new fourth floor; Flexible Class A1 and Class B1 (existing floor 1); Class A1 (existing ground); Flexible Class A1 and Class D2 and back of house/ancillary facilities (existing basement); and Change of use of 16 Paved Court/20King Street to Class B1 (existing floors 1,2).
<b>“Employment and Skills Plan”</b>	means a scheme to be submitted to the Council to maximise the business, training, skills and employment opportunities for residents of the London Borough of Richmond-upon-Thames and its environs, setting out the matters contained in the template employment and skills plan annexed at Appendix 1 AND PROVIDED THAT if there is any discrepancy between the provisions of that plan and this Agreement then the provisions of this Agreement shall prevail.
<b>“Head of Development Management”</b>	means the person the Council shall appoint for the time being (and from time to time) as Head of Department responsible for planning services

<b>"Index"</b>	means the All Items Group of the Retail Prices Index published by HM Government Office for National Statistics or (if such index shall cease to exist) the index which replaces the same or is the nearest equivalent thereto which shall be determined by the Council (acting reasonably)
<b>"Index Linked"</b>	means increased (if applicable) in proportion to movement in the Index between the date of this Deed and the date the relevant contribution fee or other payment is required to be paid
<b>"Land"</b>	means the freehold land known as 16 Paved Court 20 King Street 4 To 8 And 10 Paved Court And 75 - 81 George Street Richmond registered at the Land Registry (with title absolute) under title numbers SGL269537 and TGL163298 and for the purpose of identification together shown edged with red on Plan 1
<b>Local Residents</b>	means residents of the London Borough of Richmond and its environs
<b>"Management Monitoring Fee"</b>	means the sum of six thousand one hundred and seventy four pounds (£6,174) Index Linked
<b>"Motor Vehicle"</b>	means any mechanically propelled vehicles intended or adapted for use on a road and / or highway and the term <b>"Motor Vehicles"</b> shall be construed accordingly
<b>"NIA"</b>	means the net internal area calculated in accordance with the RICS Code of measuring practice 6th edition, May 2015
<b>"Occupy"</b>	means beneficially occupy for purposes permitted by the Planning Permission but not including occupation by persons engaged in construction fitting out or decoration or occupation for advertising marketing or display purposes or occupation in relation to site security and management of the Land (and <b>"Occupies"</b> <b>"Occupiers"</b> <b>"Occupied"</b> and <b>"Occupation"</b> shall be construed accordingly)
<b>"Office Space"</b>	the Business Space to be used for purposes within class B1 of the Use Classes Order.
<b>"Parking Permit"</b>	means a parking permit (whether for residential or visitor use or for business use) for a Permit Parking Bay
<b>"Permit Parking Bay"</b>	means a parking space within the CPZ whether in a residential parking bay or in a business parking bay) designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1886 the Parking Act 1989 or the Road Traffic Act 1991 (or other relevant legislation)
<b>"Plan 1"</b>	means plan 1 annexed hereto
<b>"Planning Permission"</b>	means planning permission that may be granted by the Council pursuant to the Application

<p><b>"Section 73 Consent"</b></p>	<p>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</p>
<p><b>"Travel Plan"</b></p>	<p>means a travel plan in respect of the Development the objectives of which shall be:</p> <ol style="list-style-type: none"> <li>1. identify existing and expected values for car driver trip generation and modal split generated by the Development;</li> <li>2. to promote awareness of transport issues and the impact of traffic on the local environment;</li> <li>3. to show a commitment to improving traffic conditions within the local area;</li> <li>4. to influence the level of private car journeys to and from the Development in order to reduce air pollution and the consumption of fossil fuels;</li> <li>5. to minimise the number of single occupancy car trips to and from the Development; and</li> <li>6. to maximise the proportion of journeys to and from the Land by sustainable modes of transport such as walking cycling and public transport;</li> </ol> <p>and which shall:</p> <ol style="list-style-type: none"> <li>1. provide for the appointment of a travel plan co-ordinator (including detailing such person's duties);</li> <li>2. include specific physical and management practices measures facilities and targets (with completion dates) designed to achieve the objectives of the travel plan;</li> <li>3. include a methodology for monitoring the performance of the Development in relation to expected values, to include measures for monitoring and the delivery of monitoring reports to the Council together (where appropriate) with</li> </ol>

	any additional or remedial measures required to be undertaken to ensure compliance with the requirements of the plan;  which travel plan shall be prepared by the Owner and submitted to the Council for its approval.
<b>“Travel Plan Monitoring Fee”</b>	means the sum of one thousand pounds (£1,000)
<b>“Use Classes Order”</b>	means the Town and Country Planning (Use Classes) Order 1987 in force on 31 August 2020 (as amended)
<b>“Working Day”</b>	means any day (other than a Saturday or a Sunday) on which banks are open for domestic business in the City of London
<b>“Workspace Management Plan”</b>	means a scheme agreed between the Owner and the Council’s Economic Development Team setting out the amount and location of the Affordable Workspace and how the Affordable Workspace shall be made available as part of the Development at Affordable Tenancy Rents

#### 4 INTERPRETATION

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

- 4.1 References to the masculine feminine and neuter genders shall include all other genders.
- 4.2 References to the singular include the plural and vice versa unless the contrary intention is expressed.
- 4.3 Reference to natural persons includes corporations and vice versa.
- 4.4 The headings in this Deed are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 4.5 The expression the Owner shall include its successors in title and assigns (and persons claiming under and through it) and the expression the Council shall include a successor to its statutory functions.
- 4.6 A reference to a clause paragraph or schedule is a reference to a clause of or paragraph or schedule to this Deed
- 4.7 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of such restriction
- 4.8 Where in this Deed a party includes more than one person any obligation of that party shall be joint and several
- 4.9 A reference in this Deed to any statute or to any section of a statute includes any statutory re-enactment or modification of it and a reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force.

**5 STATUTORY AUTHORITY AND LEGAL EFFECT**

- 5.1 The Deed is made pursuant to section 106 of the Act section 16 of the Greater London Council (General Powers) Act 1974 and all other enabling powers and enactments which may be relevant for the purposes of giving validity to this Deed.
- 5.2 The obligations of the Owner in this Deed are planning obligations for the purpose of section 106 of the Act and are enforceable by the Council as local planning authority.
- 5.3 Having regard to the provisions of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) the Owner and the Council have agreed that the planning obligations contained in this Deed are necessary to make the Development acceptable in planning terms are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.

**6 PLANNING OBLIGATIONS OF THE OWNER**

- 6.1 The Owner covenants with the Council that (subject to the provisions of clause 7) the provisions of this Deed shall be enforceable without limit of time against the Owner's and its successors in title and assigns (including any person deriving title through or under it) interest in the Land or any part or parts of it as if the owner of the relevant interest had been an original covenanting party in respect of the interest or estate for the time being held by it.

**7 RELEASES FROM THIS DEED**

- 7.1 No person shall be bound by any obligations or restrictions contained in this Deed and/or be liable for any breach of a covenant and/or obligation contained in this Deed:
  - 7.1.1 after it shall have parted with all interest in the Land; and
  - 7.1.2 in a case involving an obligation (not being the payment of a sum of money) which relates to a specific part of the Land after it shall have parted with its title to such specific part in circumstances where there are no other planning obligations or covenants remaining to be observed and performed by such party;

Provided That in either case such party shall remain liable for any subsisting breach of covenant which shall have arisen prior to it parting with such interest.

**8 COVENANTS BY THE COUNCIL**

- 8.1 The Council covenants with the Owner to observe and perform the obligations and covenants on the part of the Council set out in Clause 23 and Schedules 1 - 7 of this Deed (including the Schedules hereto).

**9 CONDITIONALITY**

- 9.1 The provisions of clauses 1 – 20 and 22 - 24 of this Deed and Schedule 1 to this Deed shall come into effect on the grant of the Planning Permission.



9.2 The provisions of Schedules 2-7 of this Deed are conditional upon the Commencement of Development except paragraph 1 of Schedule 3.

10 **INDEXATION**

10.1 All contributions fees and other monies payable to the Council under this Deed shall be Index Linked.

11 **INTEREST ON LATE PAYMENT**

11.1 The Owner shall pay interest at four per centum (4%) above the Bank Base Rate on any contribution fees or other monies due under the provisions of this Deed which have not been paid on the due date for payment such interest to be calculated over the period from the date the contribution fees or other monies should have been paid to the date the same shall be received by the Council.

12 **FURTHER PLANNING PERMISSIONS**

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

13 **REASONABLENESS**

13.1 Where the approval satisfaction agreement confirmation or consent of the Council is required for any purpose under or in connection with the terms of this Deed such approval satisfaction agreement confirmation or consent shall be applied for in writing and shall only be given in writing and shall not be unreasonably withheld or delayed.

14 **NO FETTER**

14.1 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by them under the Act or under any other act or any statutory instrument order or bylaw in the exercise of their functions as a local authority

15 **NO WAIVER**

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

16 **INVALIDITY AND SEVERANCE**

16.1 If a clause or sub-clause of this Deed shall be deemed to be unenforceable or ultra vires the remainder of this Deed shall remain in full force and effect provided severance from this Deed is possible.

17 **TERMINATION**

17.1 This Deed shall cease to have effect (insofar as it has not already been complied with) if:

17.1.1 the Planning Permission shall have lapsed prior to the date specified therein for the Commencement of Development without the Development having commenced;

17.1.2 the Planning Permission is revoked or modified by statutory procedure without the consent of the Owner; or

17.1.3 legal proceedings to challenge the Planning Permission have been brought and at the conclusion of such legal proceedings (including any appeals) the Planning Permission shall have been quashed or in the event of any re-determination of the Application the Application is refused planning permission.

## **18 DISPUTE RESOLUTION**

18.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Deed the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party.

18.2 If the parties are unable to resolve the dispute amicably pursuant to clause 18.1 such dispute or difference shall be referred to some independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares

18.3 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to clause 18.2 of this clause or as to the appropriate professional body within fourteen days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to clause 18.2 hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the president for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares

18.4 It shall be a term of the appointment of any independent expert appointed pursuant to this clause 18 that a timetable shall be fixed at the outset for resolution of the dispute.

18.5 Any independent expert appointed pursuant to this clause 18 shall act as an independent expert and not an arbitrator.

## **19 FURTHER SECTION 73 PLANNING PERMISSION**

19.1 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.

**20 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

20.1 Nothing contained in this Deed shall give or be construed as giving any rights privileges powers or enforceability other than to the Council and the Owner and its successors in title (if any) and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights of enforcement in respect of any matter contained in this Deed.

**21 LEGAL COSTS AND MANAGEMENT MONITORING FEE**

21.1 The Owner agrees to pay to the Council on the signing of this Deed the Council's reasonable legal costs incurred in the preparation negotiation and completion of this Deed in the sum of £1500 and the Management Monitoring Fee.

**22 VAT**

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

22.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of the supply the person making the supply shall have the right to issue an invoice to the person to whom the supply was made and VAT shall be paid accordingly.

**23 LOCAL LAND CHARGE**

23.1 This Deed shall be registered as a local land charge.

**24 JURISDICTION**

24.1 This Deed shall be governed and interpreted in accordance with the laws of England.

**IN WITNESS** whereof the Owner and the Council have duly executed this Deed as a **DEED** the day and year first before written



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Rev:	Issue:	By:	Date:
P1	Planning Issue	D.L.A.	05/07/19



Key  
 — Site Ownership  
 — Application Boundary



0 2 4 10 20m

**PLANNING ISSUE**

**colman architects**

Project  
 75-81 George Street  
 Richmond, TW9 1HA

Title  
 Proposed Site Plan

Scale 1:400 @ A3	Scale 1:200 @ A1	Date 21/03/2019
Drawn by JE	Checked by Proj. Arch	Checked by Manager
Drawing No. 1720/P(--)-102	Revision P1	

The Colman Partnership Limited  
 27 Cranford Street  
 Telephone: 020 7536 2000  
 Facsimile: 020 7536 2007  
 Email: info@colmanarchitects.com

**SCHEDULE 1**

(Entry and Notification of the Commencement of Development)

The Owner covenants with the Council as follows:

- 1.1 to permit the Head of Development Management and any person or persons authorised by him reasonable access to the Land or any part of it at all reasonable times on reasonable notice and in compliance with the Owner's reasonable requirements to permit him or them to inspect the Development for the purpose of securing compliance with the terms of this Deed.
- 1.2 to give to the Head of Development Management notice in writing, no later than seven days prior to the anticipated Commencement of Development of the date of the anticipated Commencement of Development.
- 1.3 to give to the Head of Development Management notice in writing of:
  - 1.3.1 the Commencement of Development no later than seven days following the occurrence of the same.
  - 1.3.2 first Occupation no later than seven days prior to the first Occupation of any part of the Development

**SCHEDULE 2**  
(Air Quality Contribution)

1. The Owner covenants with the Council that within one month of the Commencement of Development it shall pay to the Council the Air Quality Contribution.
2. The Council covenants with the Owner to apply and appropriate the Air Quality Contribution to the Council's fund to secure the delivery of air quality regulatory and compliance initiatives within the Council's administrative area.

**SCHEDULE 3**  
(Affordable Workspace)

The Owner covenants with the Council as follows:

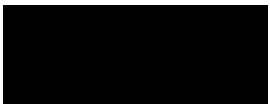
1. No less than three months prior to Commencement of Development to meet representatives from the Council's Economic Development Team and use reasonable endeavours to agree the basis and methodology of a Workspace Management Plan and set up arrangements to implement and monitor the same.
2. Not to Occupy the Development until a Workspace Management Plan has been agreed with the Council, setting out (but not limited to):
  - Details of how the Affordable Workspace will be provided and then managed
  - Details (including floorplans) confirming that the Affordable Workspace represents 10% of the overall NIA of the Office Space to be delivered as part of the Development
  - the floor plans showing the location of the Affordable Workspace and the subdivision and size of individual units;
  - Details of the leasing or other occupancy arrangements that will ensure space is accessible to priority tenants such as
    - those working in specific sectors that have social value such as charities or social enterprises;
    - those working in specific sectors that have cultural value such as artists' studios and designer-maker spaces;
    - entrepreneurs from disadvantaged groups starting up in any sector;
    - those providing educational or research-driven outcomes through connections to schools, colleges or higher education; and
    - start-up or early stage businesses to support regeneration.
    - Any other priority tenants as agreed with the Economic Development Team;
  - How priority shall be given to priority tenants (or possibly owner occupiers) whose current premises are due for redevelopment;
  - Details for building management; and
  - Details of the landlord's fit-out including as a minimum power and basic lighting, floor finishes and WC and (where appropriate) kitchenette facilities
  - How the Affordable Workspace shall be made available at the Affordable Tenancy Rate
  - Nomination rights and eligibility requirements.

- Details of how the above undertakings are to be incorporated into the Affordable Workspace Agreements and subsequently implemented.
3. To make available the Affordable Workspace (as agreed through the Workspace Management Plan) at the Affordable Tenancy Rate on Occupation of more than 50% (fifty per cent) of the Office Space and to carry on doing so for a for a ten (10) year tenure in accordance with the Workspace Management Plan and at the end of such 10 year period the provisions of this Schedule shall cease to apply to the Development
  4. To provide the Council's Economic Development Team with monitoring returns in respect of any targets set in the Workspace Management Plan on an annual basis.
  5. Not to Occupy more than 50% (fifty per cent) of the Office Space until the Affordable Workspace (as agreed through the Workspace Management Plan) has been made available at the Affordable Tenancy Rates





Drawn at A3 scale from this drawing  
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Key  
 - - - Existing Building Line  
 - - - - - Line of Proposed Line Division



0 1 2 5 10m

INFORMATION ONLY

**colman architects**

Project  
 75-81 George Street  
 Richmond, TW9 1HA

Title  
 Proposed Second Floor Plan  
 showing affordable office space

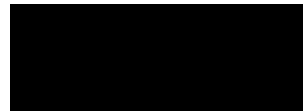
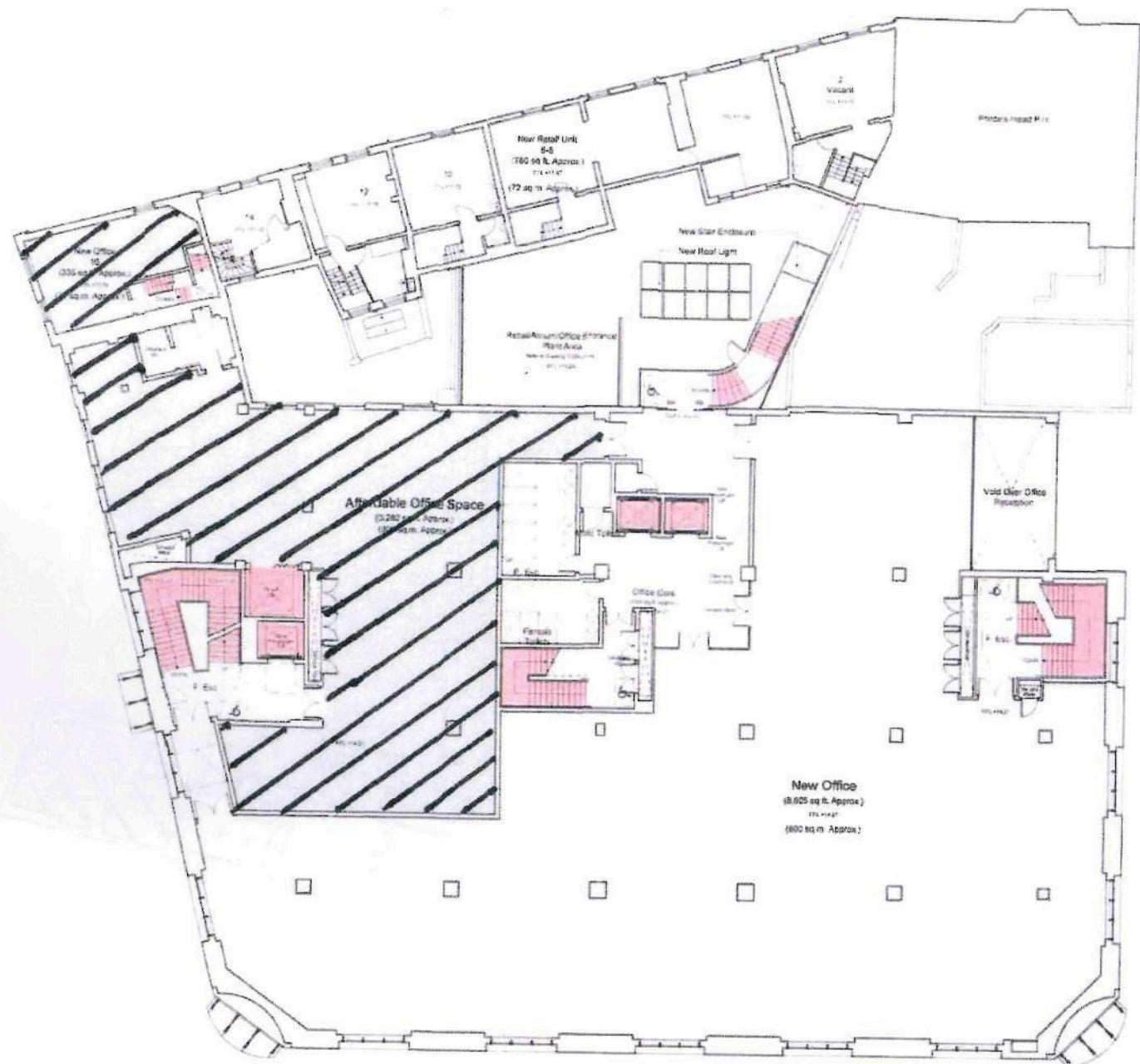
Scale 1:200 @ A3	1:100 @ A1	Date 2005/2005
Drawn by TD	Checked by MJA	Checked by Manager
Drawing No. <b>1720/SK(-)612</b>		

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Dimensions are to centre lines unless otherwise stated.  
The quantity of materials shown is based on the information provided and is for information only. It is not intended to be used for procurement purposes.  
The quantity of materials shown is based on the information provided and is for information only. It is not intended to be used for procurement purposes.



Key

Line of Potential Unit Division



0 1 2 5 10m

INFORMATION ONLY

**colman architects**

Phone:  
75-81 George Street  
Richmond, TW9 1HA

Proposed First Floor Plan  
showing affordable office space

Scale: 1:200 @ A3	Client: 1:100 @ A1	Date: 19/05/2020
Drawn by: GRH	Checked by: [Name]	Approved by: [Name]
Drawing No: 1720/SK(-)611		

The Colman Partnership Limited      Telephone: 020 8336 2100

**SCHEDULE 4**  
(Travel Plan and Travel Plan Monitoring Fee)

The Owner covenants with the Council as follows:

1. Not to occupy the Development unless or until the Travel Plan has been submitted to and approved by the Council in writing ("the Approved Travel Plan")
2. Within one month of the anticipated Occupation of the Development to pay to the Council the Travel Plan Monitoring Fee that shall thereafter be paid annually for 5 years upon each subsequent anniversary date (on which the first Travel Plan Monitoring Fee was paid).
3. Following first Occupation of the Development and at all times thereafter the Owner shall operate and comply with the requirements of the Approved Travel Plan, unless otherwise agreed in writing by the Council.
4. In each of the five years after the Travel Plan is approved the Owner shall submit an annual monitoring report to the Council in respect of the Approved Travel Plan which shall demonstrate how the Approved Travel Plan has been operated during the preceding twelve month period which report shall include (where appropriate) any additional or remedial measures required to be undertaken to ensure compliance with the requirements of the Approved Travel Plan (and such additional or remedial measures shall be deemed to be incorporated in and form part of the Approved Travel Plan).

The Council Covenants with the Owner as follows:

5. To apply and appropriate the Travel Plan Monitoring Fee towards the monitoring of the Approved Travel Plan.

**SCHEDULE 5**  
(Restriction on applying for Parking Permits)

The Owner covenants with the Council as follows:

1. Not to make an application for a Parking Permit in respect of any Business Space or knowingly permit any owner or occupier of any Business Space to make such an application and further not to make an application to the Council to enter into a contract (other than individual contracts for one occasion) to park in any car park controlled by the Council Provided Always That the provisions of this paragraph shall not apply to a person who is the holder of a Blue Badge.
2. In any case where an application is made as aforesaid and a Parking Permit is issued to the Owner or contract entered into by the Owner then to surrender such Parking Permit to the Council or terminate such contract with the Council (or in the case of a Parking Permit issued to or contract entered into by a third party procure that the same are surrendered or terminated) within 10 Working Days of written demand by the Council.
3. Not to occupy or dispose of any interest in any Business Space or cause or permit any person to occupy or dispose of any interest in any such Business Space unless and until a notice in writing has been served on such person to the effect that such person shall not:
  - 3.1 be entitled (unless such person is or becomes entitled to be a holder of a Blue Badge) to be granted a Parking Permit in respect of such Business Space; or
  - 3.2 be entitled to enter into a contract (other than individual contracts for one occasion) with the Council to park in any car park controlled by the Council
4. That all material used for advertising or marketing the Business Space for letting or sale shall notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit or buy a contract to park within a car park owned or controlled by the Council (other than in the circumstances set out in paragraphs 3.1 and 3.2 above).
5. Upon receipt of a written request from the Council to provide to the Council such information as the Council may reasonably require to enable it to be satisfied as to compliance with the provisions of this Schedule.

## SCHEDULE 6

### (Employment and Training)

#### Employment and Skills Plan

1. No less than three months prior to Commencement of Development to meet representatives from the Council's Economic Development Team and use reasonable endeavours to agree the basis and methodology of an Employment and Skills Plan in a format consistent with that set out in Appendix 1.
2. Not to Commence the Development until an initial Employment and Skills Plan (comprising detailed provisions for the construction phase and provisional requirements for the operational phase based on target occupiers) has been agreed with the Council and the obligations in paragraph 4 (a) and (c) have been complied with.
3. Not to Occupy the Development until a final Employment and Skills Plan has been agreed with the Council and not to Occupy the Development other than in accordance with the approved Employment and Skills Plan and until the obligations contained in paragraphs 5 (a), (b) and (d) have been complied with .

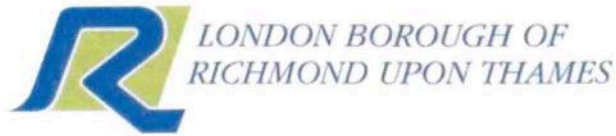
#### Construction Phase

4. The Owner covenants to:
  - a. ensure that local businesses are provided with information about opportunities to tender for all appropriate contracts that arise as a consequence of the development.
  - b. use reasonable endeavours to achieve the targets set out in the Employment and Skills Plan, including (but not limited to) training opportunities and a minimum number of jobs to Local Residents
  - c. issue the Employment and Skills Plan to prospective contractors and sub-contractors at the tendering of work stage setting out the obligations of the Owner in the Employment and Skills Plan and indicating (where appropriate) that such prospective contractors and sub-contractors will be expected to contribute towards the overall targets and discharge the same.
  - d. So far as necessary to comply with and discharge the obligations of the Owner in this Schedule to ensure that any contracts or sub-contracts that are entered into with contractors and sub-contractors will require such contractors and sub-contractors to comply with and discharge the Owner's obligations in the Employment and Skills Plan
  - e. provide the Council's Economic Development Team with monitoring returns in respect of the targets set in the Employment and Skills Plan on at least a quarterly basis

#### Operational Use

5. The Owner covenants to:

- a. As soon as each any prospective tenant is committed to rent space within the Development and to introduce the Council's Economic Development Team to such future tenant in order to understand their recruitment needs and procedures.
  - b. ensure that local businesses are provided with information about opportunities to tender for all appropriate contracts that arise as a consequence of the development.
  - c. use reasonable endeavours to achieve the targets set out in the Employment and Skills Plan, including (but not limited to) training opportunities and a minimum number of jobs to Local Residents.
  - d. issue the Employment and Skills Plan to prospective tenants setting out the obligations of the Owner in the Education and Skills Plan and indicating (where appropriate) that such prospective tenants will be expected to contribute towards the overall targets and discharge the same.
  - e. So far as necessary to comply with and discharge the obligations of the Owner in this Schedule to ensure that any contracts or sub-contracts that are entered into with tenants will require such tenants to comply with and discharge the Owner's obligations in the Employment and Skills Plan
  - f. The Owner shall provide the Council's Economic Development Team with monitoring returns in respect of the targets set out in the Employment and Skills Plan on at least a quarterly basis
6. Once the targets set out in the Employment and Skills Plan have been met in relation to the operational use of the Development the provisions of paragraph 5 shall cease to apply to the Owner, tenants of the Owner and any other Occupiers of the Development



**LONDON BOROUGH OF RICHMOND  
ECONOMIC DEVELOPMENT OFFICE  
EMPLOYMENT AND SKILLS PLAN**

<b>Developer:</b>	
<b>Name of Development:</b>	
<b>Address of Development:</b>	
<b>Principal Contractor:</b>	
<b>Build Value:</b>	
<b>Project Start Date:</b>	
<b>Estimated Completion Date:</b>	

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## Introduction

In accordance with the Section 106 Agreement between the Landowner (**Business**) and Richmond Borough Council, (**Business**) will give a high priority to helping local people find work and improve their skills, developing a healthy local economy and community cohesion and is committed to ensuring that the Development contributes to maximising the employment and training opportunities for local people and local businesses. They also recognise the wider value of supporting good practice in skills development and recruitment in furthering economic growth, competitiveness and social inclusion in line with national, regional and local policy.

The purpose of this Employment and Skills Plan (ESP) is to set out the means by which (**Business**) and the Council will work together to ensure this commitment to the people in the local area is realised for the (**Name of Development**) development. The overall object of the provisions of this ESP is to maximise the business, employment and training opportunities for local people and local businesses generated by the Development at (**Name of Development**). The area of local benefit is currently defined as the borough of Richmond.

## Description of the Development

The (**Name of Development**) development is located at (**address**) and covers approximately (**.....**) acres. On completion, the whole development will yield the following assets (**number of dwellings, area of retail space, other space**). See table below:

Number of Residential Dwellings	Houses	Flats
<b>Description</b>		
		Non-Residential Floorspace (sqm)
Class / Use		
Class / Use		
Class / Use		
Class / Use		
Class / Use		

## Employment and Skills Outcomes during the Construction Phase

The Section 106 Agreement sets out benchmark targets for the construction period using industry endorsed CITB-Construction Skills' methodology based on the most current construction values, phasing, and work packages. The targets for the Development are located at the end of this document. This may be refined and modified with the agreement of Richmond Council's Economic Development Office (EDO) to reflect any changes to the build programme.

(**Business**) will provide the Council's EDO with a schedule/programme of work and levels of workforce throughout the construction of the Development in a timely manner that allows for effective preparation by the Council's EDO to meet the provisions of this ESP.

## Education Links

The ESP contains a range of 'education link' targets relating to student site visits, school workshop research projects and work experience placements. Richmond Council will work with (Business) to devise a programme of activities that will meet these targets. Named contacts in Richmond Council will assist in identifying schools and education institutions to be involved in the programme.

## Delivery Process

This ESP will be attached to the tender documentation for the agreed packages and contractors will state how they will contribute towards the overall targets. Contractors pricing for the work will incorporate the provisions of this ESP in their tender responses (including the provision of information required by (Business) to meet these provisions) and set out how they will commit to ensuring that local people and local businesses are able to benefit directly from all employment and training activities arising from the construction of the Development. Where packages have already been tendered for the subcontractor will be instructed to incorporate the targets of this plan into their works. The Delivery Process for Contractors can be found in the appendix of this ESP (Appendix A).

The Landowner will inform the Council of the agreed targets per package, so that Richmond Council and its partners can identify and prepare suitable candidates in good time. This will be entered on the Delivery by Work Package Table (found in Appendix B) and returned to the Council's EDO within 1 month of date of signature of Employment and Skills Plan. Delivery against these targets will be monitored by (Business) on a monthly basis and reported to Richmond Council via the EDO (see below under monitoring).

As set out in the Section Agreement, (Business) will engage with the Council's EDO as the principal agency for implementation of this ESP. The Council's EDO and its partners will work with contractors to understand their recruitment requirements, source job-ready local candidates, support the recruitment process and identify training provision as appropriate. The EDO will work with Developers, their Principal Contractors and Subcontractors to capture and manage all construction vacancies related to the ESP for each development. The EDO will seek to recruit suitable candidates through their local referral network which includes Jobcentre Plus, training providers, local colleges and universities, charity organisations and more.

The Principal Contractor will work closely with the EDO. All vacancies will be captured on a vacancy form, which can be provided by the EDO. This form needs to be filled in by the Subcontractor who has the vacancy and sent to the EDO to start the recruitment process. A reasonable amount of time needs to be given between the vacancy document being filled in and start date of job, so there is enough time to recruit and screen for the right people. The EDO will inform the Contractor if they cannot fill the vacancy through this method and the company's usual recruitment processes should be followed in those instances.

The EDO will assist contractors to manage the recruitment and interview process for all local jobs. CVs and candidates will be pre-screened for suitability, but the final decision will be with the Contractor recruiting the role. Constructive feedback must be provided for all unsuccessful candidates, either to the EDO or directly to the candidate.

Please note that all new vacancies on site must go through this process in the first instance.

## Activities Planned to Achieve Targets

(Please describe what activities you plan to undertake to achieve the set targets for the duration of the Development)

## Employment and Skills Outcomes for End Uses

The Section 106 Agreement requires that the Landowner uses reasonable endeavors to encourage future tenants of (Name of Development) to recruit local people to new job opportunities. As part of this, (Business) will introduce Richmond Council to future tenants as soon as practicable before occupation in order to understand their recruitment needs and procedures. The purpose of this is so the Council's Economic Development Office is able to understand their recruitment requirements, source job-ready local candidates, support the recruitment process and identify training provision as appropriate.

## Local Businesses Opportunities

The ESP requires that (Business) uses reasonable endeavors to ensure that local businesses are provided with information about opportunities to tender for all appropriate contracts that arise as a consequence of the Development, both during the construction phase and with the new tenants who will occupy the commercial space. Where available and practicable, at least 20% of supplies and services are to be provided by local suppliers. Richmond EDO will provide (Business) and their contractors with information about suitable businesses in the local area. A programme of awareness raising and 'Meet the Buyer' events for local businesses can be arranged as a way to establish links with potential local suppliers.

## Monitoring

(Business) will provide the EDO with progress against targets on a monthly basis; this will be reported to Council Committees. Delivery of targets will need to be verified through relevant documentation collected by apprenticeship/training providers, Job Centre Plus, Richmond Borough Council or (Business). (Business) should ensure that it holds copies of relevant evidence of delivery linked to the ESP in a centralised file to assist with verification.

## Area of Benefit

The Area of Benefit for the ESP covers the borough of Richmond. (Business) will work with Richmond Borough Council, to ensure that the opportunities provided by this ESP benefit as much as possible to their residents. As part of this, and in accordance with the Council's objectives, (Business) will provide, when requested, information on the proportion of the site workforce residing in the Area of Benefit (whether or not this has been achieved through this ESP). This will be done through information gathered from the site access control system, cross referenced with post code lists provided by Richmond Council. The information will be provided in consolidated form in order to avoid any data protection issues.

## London Living Wage and Employment Conditions

Richmond Council advocates the payment of London Living Wage and, as such, the EDO team will encourage all recruitment opportunities to be in line with this.

London Living Wage, set by the Greater London Authority, applies to all employees 18 years of age and over and has been calculated on the cost of living in London. Currently London Living Wage is set at £10.75 per hour.

In the first instance, Richmond Council prefers employees to be taken on directly (PAYE) by a company. Apprentices must be employed directly.

Trades often work as self-employed (UTR), which is fine. However, we would not expect labourers and people new to the industry to be taken on this way. If you choose to employ people this way, they must be covered under your liability insurance. Under no circumstances, should you expect them to pay for this themselves.

## Delivery Partners

As part of this ESP, Richmond Borough Council has undertaken to support **(Business)** and its contractors to access relevant national, regional and local partners and agencies to support its delivery. This includes maximising opportunities to access sources of public support.

The contact point within **(Business)** will be **(name of business contact)** and the contact for Richmond Council will be Chantelle Daniel. Each party shall inform the other if the named contact points change.

### Main Contacts

<b>Business:</b> .....	<b>Richmond Borough Council</b>
<b>Name:</b> .....	<b>Name:</b> Chantelle Daniel
<b>Title:</b> .....	<b>Title:</b> Head of Employment & Skills
<b>Email:</b> .....	<b>Email:</b> <a href="mailto:Chantelle.Daniel@richmondandwandsworth.gov.uk">Chantelle.Daniel@richmondandwandsworth.gov.uk</a>
<b>Contact Number:</b> .....	<b>Contact Number:</b> 020 8871 5195

Those bidding for contracts linked with the development may contact these individuals to get more information regarding specific elements of this Employment and Skills Plan. Please note that the advice given is impartial and without prejudice to **(Business)**'s procurement processes.

## DELIVERY TARGETS

Targets

### Education and Community Links

<b>Work Experience Placement (WEX)</b> Aged 14+ from schools, colleges or local community	
<b>Curriculum Support Activity (CSA)</b> Number of students engaged; can be from a primary school, secondary school, college, further education or university setting	
<b>Event</b> Event taking place in the local community or with Borough partners, such as a job/career fair with a focus on employment and skills	

### Jobs

<b>Graduate Job Start</b> Graduated with relevant degree within 3 years of starting role	
<b>Apprentice Starts</b> Job where employee is working towards a formal, recognised qualification	
<b>Job Starts</b> Must be a new job start with the employer	

Please note that all job starts must reside in the Richmond Borough. For work experience and curriculum support activity, the person must either live in Richmond or the educational institute they attend must be within the Richmond Borough.

### Signatories

**Business:** .....

**Richmond Borough Council**

**Name:** .....

**Name:** Chantelle Daniel

**Title:** .....

**Title:** Head of Employment & Skills

**Signature:** .....

**Signature:** .....

**Date:** .....

**Date:** .....

## Appendix A



### (Development Name) for Employment and Skills Plan Delivery for Trade Contractors

#### Employment and Skills Plan Targets

A key condition of the planning permission granted to the (Development Name) is the Section 106 requirements. A Section 106 agreement is an agreement entered into with a developer to ensure they are making positive contributions to the local community during the construction and on completion of the Development. Part of the (Development Name) Section 106 is a Local Employment and Enterprise Agreement, the provisions of which are set out in an Employment and Skills Plan (ESP) for each phase of the Development at (Development Name). The overall objective of the provisions of each ESP is to maximise the business, employment and training opportunities for local people and local businesses generated by the Development at (Development Name). The area of local benefit is defined as the borough of Richmond.

The (Development Name) development takes place across (...) phases (where appropriate) with a separate ESP for each phase, which is agreed between the Landowner and Richmond Council. Information will normally be supplied within tender documentation to contractors and subcontractors, stating expectations of their contribution towards successful delivery of the ESP targets.

#### Richmond Council Process for ESP Delivery at (Development Name)

Richmond Council has put in place a process for developers within the Richmond Borough, to ensure that ESP targets are met locally. Richmond EDO has set up a Construction Team of Business Engagement Officers to work with developers and their Contractors/Subcontractors to capture and manage all construction vacancies related to the ESP for each development. The EDO will seek to recruit suitable candidates through their local referral network which includes Jobcentre Plus, training providers, local colleges and universities, charity organisations and more.

The (Principle Contractor) Employment and Community Engagement Manager works closely with the EDO who will assign a dedicated officer to the Development. All vacancies will be captured on a vacancy form which can be provided by the EDO. This form needs to be filled in by the Contractor who has the vacancy to start the recruitment process. A reasonable amount of time needs to be given between the vacancy document being filled in and start date of job, so there is enough time to recruit and screen for the right people. The EDO will inform the Contractor if they cannot fill the vacancy through this method, and the company's usual recruitment processes should be followed in those instances.

The EDO will assist you to manage the recruitment and interview process for all local jobs. CVs and candidates will be pre-screened for suitability, but the final decision will be with the Contractor recruiting the role. Constructive feedback must be provided for all unsuccessful candidates, either to the EDO or directly to the candidate.

Please note that all new vacancies on site must go through this process in the first instance.

### **Evidence Reporting and Monitoring Process**

Richmond EDO will gather figures on a monthly basis from the Development. Evidence documentation may also be requested by them. Contractors will be requested to supply the required information to feed into this.

All Contractors on **(Development Name)** will be requested to have regular (usually monthly) meetings with the **(Principle Contractor)** Employment and Community Engagement Manager and the EDO dedicated Construction Officer, to plan for upcoming vacancies.

### **Community**

Contractors on site will, from time to time, be asked to provide work experience for a one-week unpaid placement. This may take place on site or in a local office depending on candidate age. You may be asked to assist with travel or lunch costs for these placements.

We are particularly keen to promote apprenticeship opportunities and as such you will be asked to provide employment opportunities for local apprentices.

**(Development Name)** is committed to supporting the local community and, as such, you may also be asked to participate in community support activities in the local area. Examples of such events may be participating in an event held at a local school or renovating the premises of a local charity organisation.

To assist you in your recruitment process and to support the local employment infrastructure, you may be called upon occasionally to attend events, such as jobs fairs, being held in the local area.

### **Business Support and Local Procurement**

Richmond Council has been working with Chambers of Commerce, local colleges, business support and procurement initiatives, to ensure that local SMEs are informed and supported to compete for the supply of goods and services associated with major projects in the Richmond Borough. The Council may appoint a delivery partner to facilitate the process of engaging local businesses to tender for works on the scheme. Richmond Council would expect you to engage with the contracted provider in this instance.

### **London Living Wage and Employment Conditions**

Richmond Council advocates the payment of London Living Wage and, as such, the EDO will encourage all recruitment opportunities to be in line with this.

London Living Wage, set by the Greater London Authority, applies to all employees 18 years of age and over and has been calculated on the cost of living in London. Currently London Living Wage is set at £10.75 per hour.

Official  
Official

In the first instance, Richmond Council prefers employees to be taken on directly (PAYE) by a company. Apprentices must be employed directly.

Trades often work as self-employed (UTR), which is fine. However, we would not expect labourers and people new to the industry to be taken on this way. If you choose to employ people this way, they must be covered under your liability insurance. Under no circumstances, should you expect them to pay for this themselves.

**Main Contacts for ESP Delivery**

**Business:** .....

**Name:** .....

**Title:** .....

**Email:** .....

**Contact Number:** .....

**Richmond Economic Development Office**

**Name:** .....

**Title:** .....

**Email:** .....

**Contact Number:** .....



LONDON BOROUGH OF RICHMOND  
ECONOMIC DEVELOPMENT OFFICE  
EMPLOYMENT AND SKILLS PLAN



Delivery by Work Package (Appendix B)

<b>Developer:</b>	
<b>Principal Contractor:</b>	
<b>Name of Development:</b>	
<b>Address of Development:</b>	

These are the package areas where it is anticipated the Employment and skills targets will be discharged.

Package	Job Title	No. of Positions	Apprenticeship Y/N	Work Experience Y/N	Expected Start Date Month & Year

The company must inform the economic development office if the delivery plan changes as soon as it is aware.

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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



[Redacted signature]

Authorised Officer

Seal Reg. No. 28240/04

Executed as a deed by **CANADIAN & ARCADIA LIMITED**  
acting by a director

In the presence of: [Redacted]

Signature of Director: [Redacted]

Signature of witness: [Redacted]

Name (in BLOCK CAPITALS): Mr Joshua Clark

Address: [Redacted]

[Redacted]  
\_\_\_\_\_  
\_\_\_\_\_