

**Dated** 9th December **2020**

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**SAM RICHARD ALLPASS & SPACE SOLUTIONS(2014) LIMITED**

**-in favour of-**

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

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**DEED OF AGREEMENT**  
made under Section 106 of the  
Town & Country Planning Act 1990 and Section 16  
of the Greater London Council (General Powers)  
Act 1974  
relating to 127 - 147 Kingsway Mortlake,  
London, SW14 7HN

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**THIS UNILATERAL UNDERTAKING** is made as a Deed the 9th day of Decembertwo thousand and twenty

**B Y**

- (1) **SAM RICHARD ALLPASS** of Xen House 336 Old York Road, Wandsworth, London SW18 1SS and **SPACE SOLUTIONS (2014) LIMITED** (company registration number 09223449) whose registered office is Second Floor Nucleus House 2 Lower Mortlake Road Richmond TW9 2JA (and together called ("the Owner"))

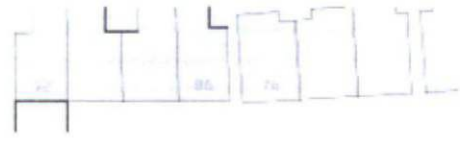
**IN FAVOUR OF**

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

**INTERPRETATION**

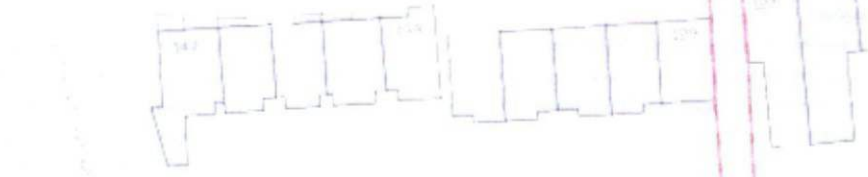
IN this Deed the following words and expressions shall have the following meanings:-

"1972 Act"	the Local Government Act 1972
"1974 Act"	the Greater London Council (General Powers) Act 1974
"1990 Act"	the Town & Country Planning Act 1990
"2011 Act"	the Localism Act 2011
"Affordable Housing Contribution"	the sum of one hundred and eighty seven thousand pounds (£187,000) Indexed
"Business Operator"	any person or company operating a business from a Business Unit
"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing for a Motor Vehicle to park in a Business Parking Bay
"Business Parking Bay"	a marked highway parking space designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1986 the Parking Act 1989 or the Road Traffic Act 1991 (or other relevant legislation) for use by residents of the locality on which the Development is situated
"Business Units"	the office premises to be constructed pursuant to the Development and the term "Business Unit" shall be construed accordingly

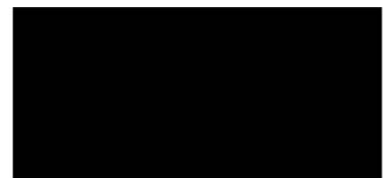
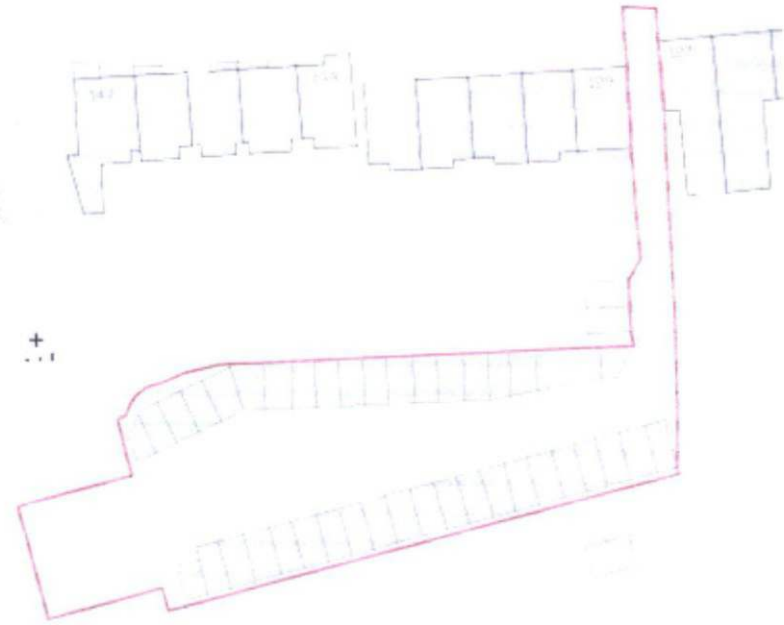


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"CPZ"	the controlled parking zone D-Central Twickenham or any controlled parking zone amending or replacing the same
"Development"	the development described in the Planning Application
"Disabled Persons Badge"	a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970
"the HDM"	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
"Implementation"	the carrying out of a material operation as defined by Section 56(4) of the Act in relation to the Development but shall not include the following: <ul style="list-style-type: none"> <li>(i) ground investigatory site survey work</li> <li>(ii) construction of boundary fencing</li> <li>(iii) archaeological investigation</li> <li>(iv) works of decontamination or remediation</li> <li>(v) site clearance</li> </ul>
"Implementation Date"	the date on which Implementation occurs
"Indexed"	increased in accordance with the formula whereby the Affordable Housing Contribution is multiplied by the fraction A divided by 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 Affordable Housing Contribution to the Council
"Local Plan"	the London Borough of Richmond upon Thames Adopted Local Plan (2018)
"Monitoring Fee"	the sum of nine hundred and twenty three pounds (£923) being the Council's proper and reasonable costs for monitoring the planning obligations in this Deed
"Motor Vehicle"	any mechanically propelled vehicles intended or adapted for use on a road and / or highway
"Occupation"	the full and beneficial occupation a Residential Unit (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or security purposes) and "Occupied" and "Occupy" shall be construed accordingly

"Occupation Date"	first Occupation of the first Residential Unit for residential purposes within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended)
"Planning Application"	a planning application submitted by the Owner on 1 <sup>st</sup> March 2019 to the Council bearing reference number <b>19/0691/FUL</b> for the demolition of 38 garages including vehicle repair garage and the erection of six residential units (2x 3 bed and 4 x 2 bed), incorporating two commercial (B1a offices) units (totaling 152 sq.m), with amenity space, 14 off-street car parking spaces and associated works
"Planning Permission"	the planning permission that may be granted pursuant to the Planning Application by the Inspector
"Property"	land and property to the rear of 127 - 147 Kingsway Mortlake, London, SW14 7HN, that is recorded at HM Land Registry under title SGL9010 as land and buildings on the east side of Clifford Avenue, Mortlake, except the abutments of the bridge crossing the Southern Railway and the ground in and upon which the abutments stand delineated in red on the plan attached hereto
"Residential Occupier"	any tenant or individual occupier or leasehold owner of a Residential Unit and for the avoidance of doubt the term excludes any business or corporate body or bodies
"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing for a Motor Vehicle to park in a Residents Parking Bay
"Residents Parking Bay"	a marked highway parking space designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1986 the Parking Act 1989 or the Road Traffic Act 1991 (or other relevant legislation) for use by residents of the locality on which the Development is situated
"Residential Units"	the six (6) residential units to be formed as part of the Development and the term "Residential Unit" shall be construed accordingly
"Sale"	the sale of the freehold or the grant of a lease for a period of not less than 21 years at a nominal rent
"Sale Date"	the completion date of the first Sale of a Residential Unit

**WHEREAS:**

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations

contained within this Deed are enforceable and this Deed is conditional upon the grant of Planning Permission pursuant to the Planning Application

- (2) The Owner is registered at the Land Registry with absolute title under title number SGL9010 as the proprietor of the freehold interest in the Property
- (3) Policy LP36 of the Local Plan provides that the Council may consider a financial contribution to its Affordable Housing Fund as an alternative to on-site provision
- (4) Policy LP 45 of the Local Plan provides that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it and new development should be acceptable in terms of traffic generation and traffic impact in the road
- (5) The Owner has submitted the Planning Application and entered into this Deed in order to secure the planning obligations contained in it in accordance with the Local Plan so that it may be taken into account as a material consideration in the determination of the Planning Application by the Council

**NOW THIS DEED WITNESSETH** as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions

2. The Owner hereby UNDERTAKES to the Council as set out in the Schedule

3. **GENERAL:-**

*Miscellaneous declarations*

- (a) 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
- (b) A reference to a clause is a reference to a clause contained in this Deed
- (c) The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns

*Local land charge provisions*

- (d) This Deed is a local land charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof

*Reference to statutes and statutory instruments*

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

*English law applicable*

- (f) The construction validity and performance of this Deed shall be governed by English law

*Effect of revocation of planning permission*

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

*Liability of subsequent owners and release of former owners*

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

*Effect of covenant*

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

*Contracts (Rights of Third Parties) Act 1999*

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

*VAT clauses*

- (h) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (i) 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 that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

*Interest on late payment*

- (j) if any of the Affordable Housing Contribution due under paragraph 2(i) Part II of the Schedule of this Deed is not paid to the Council within the timescales stipulated therein, then interest shall be paid on such contribution at the rate of 4% above the Bank of England base rate from time to time in force from the date that the contribution became due to the date of actual payment

*Variations*

- (k) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation

- (i) This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of the Planning Application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

## **SCHEDULE**

### **COVENANTS BY THE OWNER**

#### **Part I– Car Parking Permits**

1.1 Not to dispose of to any person or occupy or allow any person to be a Residential Occupier unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (5) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Residents Parking Permit to park a Motor Vehicle in any Residents Parking Bay or other place within the CPZ within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council nor will they be entitled to apply for a season ticket to park a Motor Vehicle in any car park controlled by the Council

1.2 Not to dispose of to any person or occupy or allow any person to be a Business Operator unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (5) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Business Parking Permit to park a Motor Vehicle in any Business Parking Bay or other place within the CPZ within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council nor will they be entitled to apply for a season ticket to park a Motor Vehicle in any car park controlled by the Council

#### **Part II– Payments**

2. To pay to the Council:

2.1 the Affordable Housing Contribution prior to or on the Occupation Date or the Sale Date (whichever is the sooner) of the 4<sup>th</sup> Residential Unit and not to permit the Occupation of any more than 3 of the Residential Units until the Affordable Housing Contribution has been paid to the Council

2.2 the Council's reasonable and proper legal costs in the preparation and completion of this Deed in the sum of nine hundred and fifty pounds (£950) and the Monitoring Fee on the date hereof

#### **Part III – Notifications**

3. To provide written notification to the HDM:

3.1 seven days prior to the Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same

3.2 seven days prior to the Occupation Date or the Sale Date (whichever is sooner)



4. For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 3.1 Part III of the Schedule has not been given then the failure to give notice shall not affect the liability of the Owner to comply with the planning obligations in this Deed

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

**SIGNED AND DELIVERED** as a deed by )  
**SAM RICHARD ALLPASS** )  
in the presence of : )  
 )



Witness signature

Name *B Hunt-Davis*

Address



EXECUTED AS A DEED by **SPACE SOLUTIONS (2014) LIMITED** acting by a director in the presence of:-



Director signature

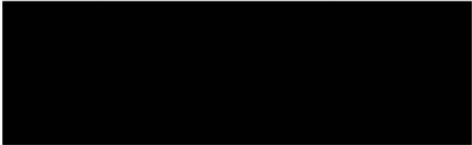
Director name SAM RICHARD ALLPASS

Witness signature



Name *B Hunt-Davis*

Address



**Dated** 9th December **2020**

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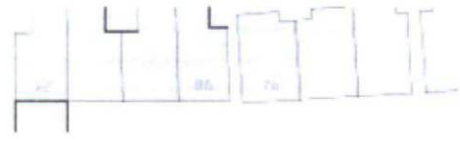
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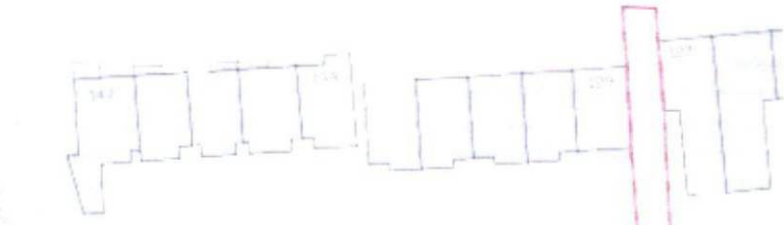
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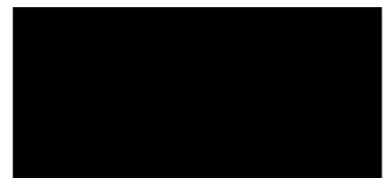
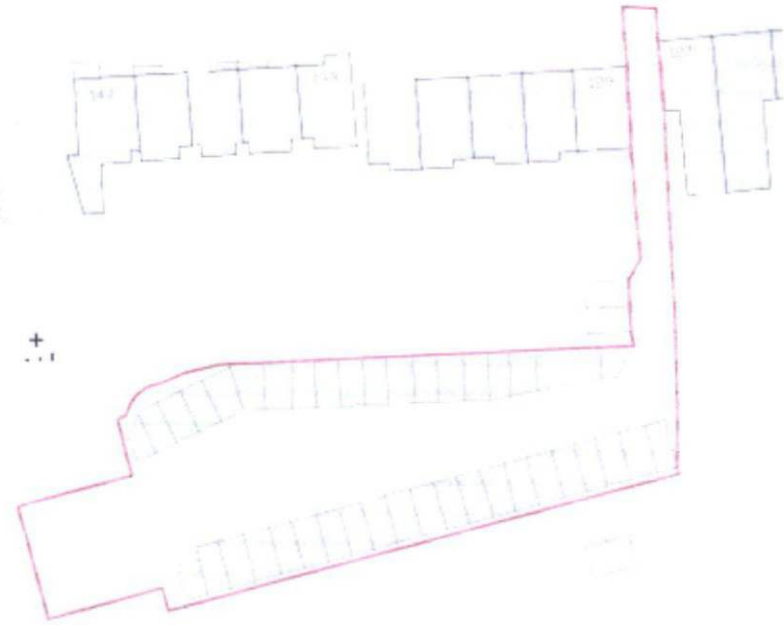


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"Residential Units"	the six (6) residential units to be formed as part of the Development and the term "Residential Unit" shall be construed accordingly
"Sale"	the sale of the freehold or the grant of a lease for a period of not less than 21 years at a nominal rent
"Sale Date"	the completion date of the first Sale of a Residential Unit

**WHEREAS:**

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations

contained within this Deed are enforceable and this Deed is conditional upon the grant of Planning Permission pursuant to the Planning Application

- (2) The Owner is registered at the Land Registry with absolute title under title number SGL9010 as the proprietor of the freehold interest in the Property
- (3) Policy LP36 of the Local Plan provides that the Council may consider a financial contribution to its Affordable Housing Fund as an alternative to on-site provision
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- (5) The Owner has submitted the Planning Application and entered into this Deed in order to secure the planning obligations contained in it in accordance with the Local Plan so that it may be taken into account as a material consideration in the determination of the Planning Application by the Council

**NOW THIS DEED WITNESSETH** as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions

2. The Owner hereby UNDERTAKES to the Council as set out in the Schedule

3. **GENERAL:-**

*Miscellaneous declarations*

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- (b) A reference to a clause is a reference to a clause contained in this Deed
- (c) The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns

*Local land charge provisions*

- (d) This Deed is a local land charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof

*Reference to statutes and statutory instruments*

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

*English law applicable*

- (f) The construction validity and performance of this Deed shall be governed by English law

*Effect of revocation of planning permission*

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

*Liability of subsequent owners and release of former owners*

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

*Effect of covenant*

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

*Contracts (Rights of Third Parties) Act 1999*

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

*VAT clauses*

- (h) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (i) 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 that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

*Interest on late payment*

- (j) if any of the Affordable Housing Contribution due under paragraph 2(i) Part II of the Schedule of this Deed is not paid to the Council within the timescales stipulated therein, then interest shall be paid on such contribution at the rate of 4% above the Bank of England base rate from time to time in force from the date that the contribution became due to the date of actual payment

*Variations*

- (k) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation



- (i) This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of the Planning Application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

## **SCHEDULE**

### **COVENANTS BY THE OWNER**

#### **Part I– Car Parking Permits**

1.1 Not to dispose of to any person or occupy or allow any person to be a Residential Occupier unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (5) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Residents Parking Permit to park a Motor Vehicle in any Residents Parking Bay or other place within the CPZ within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council nor will they be entitled to apply for a season ticket to park a Motor Vehicle in any car park controlled by the Council

1.2 Not to dispose of to any person or occupy or allow any person to be a Business Operator unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (5) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Business Parking Permit to park a Motor Vehicle in any Business Parking Bay or other place within the CPZ within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council nor will they be entitled to apply for a season ticket to park a Motor Vehicle in any car park controlled by the Council

#### **Part II– Payments**

2. To pay to the Council:

2.1 the Affordable Housing Contribution prior to or on the Occupation Date or the Sale Date (whichever is the sooner) of the 4<sup>th</sup> Residential Unit and not to permit the Occupation of any more than 3 of the Residential Units until the Affordable Housing Contribution has been paid to the Council

2.2 the Council's reasonable and proper legal costs in the preparation and completion of this Deed in the sum of nine hundred and fifty pounds (£950) and the Monitoring Fee on the date hereof

#### **Part III – Notifications**

3. To provide written notification to the HDM:

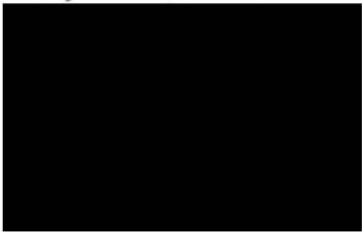
3.1 seven days prior to the Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same

3.2 seven days prior to the Occupation Date or the Sale Date (whichever is sooner)

4. For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 3.1 Part III of the Schedule has not been given then the failure to give notice shall not affect the liability of the Owner to comply with the planning obligations in this Deed

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

**SIGNED AND DELIVERED** as a deed by )  
**SAM RICHARD ALLPASS** )  
in the presence of : )  
 )



Witness signature

Name *B Hunt-Davis*

Address



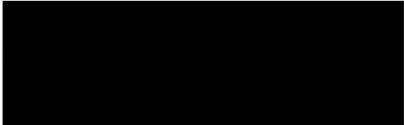
EXECUTED AS A DEED by **SPACE SOLUTIONS (2014) LIMITED** acting by a director in the presence of:-



Director signature

Director name SAM RICHARD ALLPASS

Witness signature



Name *B Hunt-Davis*

Address

