

**THIS UNILATERAL UNDERTAKING** is made as a Deed the 23<sup>rd</sup> day of March two thousand and twenty one

**BY**

- (1) **RICHMOND HOUSING PARTNERSHIP LIMITED** (registered company Number 30939R) whose registered office is at 8 Waldegrave Road, Teddington, Middlesex TW11 8GT and which is a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 ("the Owner")

**TO**

- (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
"CPZ"	a controlled parking zone in operation on the highways on which the Property abuts
"the Development"	the development described in the Planning Permission
"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> </ul>
"Implementation Date"	the date on which Implementation occurs
"Local Plan"	the London borough of Richmond upon Thames Adopted Local Plan (2018)
"the Monitoring Fee"	the sum of one hundred and twenty five pounds (£125)
"Motor Vehicle"	any mechanically propelled vehicles intended or adapted for use on a road and / or highway
"Occupier"	a commercial or residential occupier of a Residential Unit
"Parking Permit"	a parking permit (whether for residential or commercial use) for a Permit Parking Bay
"Permit 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)
"the Planning Permission"	a planning permission granted by the Council on 20 August 2020 bearing reference number 19/2765/FUL for the erection of 5 no. 2 bed/4 person terraced houses (including 1 wheelchair unit) and 4 no. 3 bed/5 person semi-detached houses; formation of new access off Simpson Road and 12 no. off-street car parking space; creation of publicly accessible pocket park and

pedestrian paths; ancillary structures and landscaping including new tree planting

"the Property"

means land to the Northeast of Simpson Road that is recorded at HM Land Registry as being part of the land and buildings on the North West side of Hanworth Road, Twickenham under title number SGL6487 and shown edged red on the plan attached hereto

"Residential Units"

the nine residential units (9) as defined within the Use Classes Order to be constructed pursuant to the Development together with any amenity space or any right to use the same (whether common or not with others therewith) and the term "Residential Unit" has been construed accordingly

"Undertakes"

undertakes pursuant to section 16 of the Greater London Council (General Powers) Act 1974 and "Undertakings" shall be construed accordingly

"Use Classes Order"

the Town and Country Planning (Use Classes) Order 1987 (as amended)

**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(a) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (2) The Owner is registered at the Land Registry with absolute title as the proprietor of the freehold interest in the Property
- (3) Condition U0078900 attached to the Planning Permission provides that no development shall begin until details of a scheme has been submitted to and approved in writing by the local planning authority to ensure that future occupiers of the Residential Unit to be created shall not be entitled to a Residents Parking Permit within the local CPZ
- (4) Policies LP44 and LP45 of the Local Plan provide 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 entered into this Deed in order to satisfy the requirements of Condition U0078900 of the Planning Permission

# Plan



01. Location Plan

**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:-
  - (a) in the event that a CPZ is established in the future not to dispose of to any person or occupy or allow any person to be an Occupier unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (4) 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 a Parking Permit to park a Motor Vehicle in any marked highway bay or other place within a 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 a Motor Vehicle 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
  - (b) on the date hereof to pay the Council's legal costs in the preparation and completion of this Deed in the sum of seven hundred and fifty pounds (£750) together with a monitoring fee of one hundred and twenty five pounds (£125)

3. GENERAL:-

*Miscellaneous agreements and declarations*

- (a) Nothing contained in this Deed constitutes planning permission
- (b) Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
- (c) If any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible
- (d) 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
- (e) A reference to a clause is a reference to a clause contained in this Deed
- (f) The expressions "the Council" and "the Owner" shall include their respective successors in title and assignees

*Local land charge provisions*

- (g) This Deed is a Local Land Charge and shall be registered by the Council in the Council's Register of Local Land Charges immediately on completion thereof

- (h) The Council will, upon written request by the 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 Owner hereunder have been wholly performed or discharged

*Reference to statutes and statutory instruments*

- (i) 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

*Variations*

- (j) 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

- (k) in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions in the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Planning Application the Planning Permission and the Development shall (unless the Council requires otherwise) be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly and this Deed shall be endorsed with the following words in respect of any future Section 73 application relating to the Planning Permission:

*"The obligations in this Deed relate to and bind the Property in respect of which a new planning permission referenced [ ] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"*

*English law applicable*

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

*Effect of revocation of planning permission*

- (m) 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 and in that event the Council will repay to the Owner such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent

*Waivers not to be of a continuing nature*

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

*Liability of subsequent Owner and release of former Owner*

- (o) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under them 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)

*Contracts (Rights of Third Parties) Act 1999*

- (p) 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 is 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 definitions of the Council the Owner

*Release*

- (q) This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council or the Owner) if the Implementation Date has not taken place within 3 years of the date of this Deed or the Planning Permission having been granted shall be varied or revoked other than at the request of the Owner or the Planning Permission having been granted is quashed following a successful legal challenge and in any such case any sums paid by the Owner under this Deed shall be repaid to the Owner by the Council forthwith together with interest at the Base Rate of Barclays Bank plc from the date such sums were received by the Council until the date of repayment

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

The Common Seal of **RICHMOND HOUSING PARTNERSHIP LIMITED**  
was affixed in the presence of:



Authorized Signatory

Authorized Signatory

1766/1

**Dated** \_\_\_\_\_ **2021**

**RICHMOND HOUSING PARTNERSHIP LIMITED**  
**TO**  
**THE MAYOR AND BURGESSES OF**  
**THE LONDON BOROUGH**  
**OF RICHMOND**

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**DEED**

**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 land to the Northeast of  
Simpson Road \_\_\_\_\_**

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K/HB/217-2059