
Dated: 2nd March 2021

- (1) LONDON BOROUGH OF RICHMOND UPON THAMES
- (2) NETWORK RAIL INFRASTRUCTURE LIMITED
- (3) SOLUM REGENERATION (TWICKENHAM) LLP

SECTION 106 AGREEMENT

under section 106 of the Town and Country Planning Act 1990 relating to land at Old Station Forecourt, Railway Approach, Twickenham TW1 4LJ

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THIS AGREEMENT is made on

2nd March

2021

BETWEEN:

- (1) **LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre, 44 York Street, Twickenham, TW1 3BZ ("**the Council**")
- (2) **NETWORK RAIL INFRASTRUCTURE LIMITED** a company incorporated in England with registered number 02904587 whose registered office is at 1 Eversholt Street, London NW1 2DN ("**The Landowner**")
- (3) **SOLUM REGENERATION (TWICKENHAM) LLP** a company incorporated in England with registered number OC400334 whose registered office is at 81 Fountain Street Manchester, England M2 2EE ("**The Developer**")

(together "the parties")

BACKGROUND

- (A) The Authority is the local planning authority for the purposes of the Act for the area in which the Application Site is situated.
- (B) The Landowner is the registered proprietor with freehold title absolute of the Application Site under title number TGL412303.
- (C) The Developer has entered into a supplemental sale and purchase agreement with the Landowner dated 22 April 2020 in respect of the Application Site and intends to carry out the Development.
- (D) The Developer has applied to the Council for permission to develop the Application Site in accordance with the Application.
- (E) The Council having regard to the provisions of the London Plan 2016, the London Borough of Richmond Upon Thames Local Plan 2018 and the National Planning Policy Framework 2019, and to all other material considerations, resolved at its meeting of the Council's Planning Committee held on 28 August 2020 and following execution of this Agreement to grant the Planning Permission.
- (F) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Landowner/the Developer as the case may be in accordance with the terms contained herein and their successors in title.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement, the following words and expressions have the following meanings:

- "Act" the Town and Country Planning Act 1990
- "Additional Affordable Housing" means London Living Rent Homes to be provided on Application Site as part of the Development in addition to the Affordable Housing Base Provision in accordance with Schedule 4 of this Agreement;
- "Additional Affordable Housing Scheme" means a scheme to be prepared by the Developer and submitted to the Council in accordance with Schedule 4 of this Agreement if the Early Stage Review concludes that Additional Affordable Housing

is capable of being provided within the Development and which:

(i) confirms which Open Market Dwellings are to be converted into London Living Rent Homes;

(ii) contains 1:50 plans showing the location, size and internal layout of each unit of Additional Affordable Housing;

(iii) provides an indicative timetable for construction and delivery of the Additional Affordable Housing; and

(iv) sets out the amount of policy surplus that would remain following delivery of the Additional Affordable Housing (if any)

"Affordable Housing"	means affordable housing in the form of London Living Rent Homes that is available for purchase and/or rent by those households who cannot afford to buy or rent anywhere in the London Borough of Richmond Upon Thames at market housing prices;
"Affordable Housing Base Provision"	means the provision of the Affordable Housing Units pursuant to this Agreement at Schedule 3
"Affordable Housing Contribution"	means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area the precise value of which shall be calculated in accordance with Formula 3
"Affordable Housing Units"	means 10 of the Residential Units to comprise 5 x 1 bed 1 person studios and 5 x 1 bed 2 person flats, equating to the 6 units on ground and 4 on first floors as shown on the Affordable Housing Plan, such units to be provided as London Living Rent Homes, unless otherwise agreed between the Landowner/Developer and the Council
"Affordable Housing Plan"	means the plan showing the location of the Affordable Housing Units appended to this Agreement at Appendix 2 and numbered 2
"Application Site"	the land shown for identification purposes only edged red on the Application Site Plan
"Application Site Plan"	the plan attached to this Agreement at Appendix 2 numbered 1
"Carbon Offset Contribution"	means the sum of £90,630 (ninety thousand six hundred and thirty pounds) to be applied toward the Council's carbon off-setting fund for projects within the London Borough of Richmond Upon Thames
"Car Club"	means a scheme which arranges for its members to share the use of a car(s)
"Commencement Date"	the date specified in clause 3.1
"Commutated Sum"	means a sum (the amount of which shall be determined between the Parties) to be paid in lieu of

the provision of Affordable Housing on the Application Site in accordance with the provisions of **Schedule 3**

"Controlled Parking Zone"

means an area where the Council have introduced restrictions on on-street parking during certain times

"Development"

the proposed redevelopment of the Application Site to provide a new building of 5 to 6 storeys, comprising 46 no. residential units (Use Class C3), disabled car parking, cycle parking, landscaping, enhancements to public realm and associated works

"Development Information"

Viability means the information required by Formula 1b, Formula 2, Formula 3 and/or Formula 4 (as appropriate) and including in each case supporting evidence (including: (a) receipted invoices; certified costs; certified copies of sales contracts; best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or cost incurred in relation to the Development; (b) a solicitor's certification confirming that a sale, lease, assignment, sub-letting, grant of a licence giving control to any person or otherwise demised of the floor space forming part of the Development were arm's length third party bona fide transactions and not: (i) designed to reduce the revenue received from sales of the floor space forming part of the Development; (ii) confined to transactions between the Developer and subsidiary companies of the Developer; (iii) transactions between the Developer and its employees or (iv) transactions including deferred consideration coverage or loans or finance deals from the Developer) (accompanied by a fully testable and editable electronic software model which explicitly shows the calculations and assumptions used in the planning application) to the Council's reasonable satisfaction

"Dispose"

means the occurrence of any of the following:-

- (i) the grant of any legal, equitable or incorporeal interests in respect of an Open Market Dwelling;
- (ii) the grant of any lease or tenancy in respect of an Open Market Dwelling;
- (iii) the completion of a contract or option for the sale or lease or tenancy of an Open Market Dwelling; and
- (iv) the completion of an assignment of a lease or tenancy in respect of an Open Market Dwelling,

and "Disposal" and "Disposed" shall be construed accordingly and the date upon which any of the above events occur in respect of the Application Site

	or any part of the Application Site or any Open Market Dwelling shall be deemed the Disposal Date
"Early Stage Review"	means the upwards only review of the financial viability of the Development at the Early Stage Review Date using Formula 1b and Formula 2 to determine whether Additional Affordable Housing can be provided on the Application Site as part of the Development
"Early Stage Review Date"	means the date 24 months from but excluding the date of grant of Planning Permission
"Eligible Occupiers"	means residents living and / or working within the London Borough of Richmond Upon Thames renting privately or socially with a maximum household income of £60,000 (increased in line with the Greater London Authority's Annual Monitoring Report) without sufficient current savings to purchase a home in the local area
"Enabling Works"	such works defined in Clause 3.2 and not classed as Material Operations for the purpose of this Agreement
"External Consultant"	means the external consultant appointed by the Council and/or the GLA to assess the Development Viability Information
"Formula 1b"	means formula 1b annexed to this Agreement at Appendix 1
"Formula 2"	means formula 2 annexed to this Agreement at Appendix 1
"Formula 3"	means formula 3 annexed to this Agreement at Appendix 1
"Formula 4"	means formula 4 annexed to this Agreement at Appendix 1
"GLA"	means the Greater London Authority or their successor(s) in statutory function
"Indexed"	means the calculation of any payments specified in this Deed by applying the following formula:- A x B/C = D where:- A = the sum specified in this Deed in pounds sterling; B = the figures shown in the All Items Retail Prices Index for the period immediately prior to the date up to which the sum concerned is to be paid under the provisions of this Deed; C = the figure shown in the All Items Retail Prices Index for the period immediately prior to the date of this Deed; and

	<p>D = the recalculated sum in pounds sterling applying under this Deed</p> <p>PROVIDED THAT if the All Items Retail Prices Index becomes no longer maintained by the Office of National Statistics the said formula shall be applied mutatis mutandis (so far as it concerns periods after it ceases to be maintained) by reference to such other publication or index as may be agreed from time to;</p>
"Interest"	<p>means the rate of interest being [4]% above the base lending rate of the Bank of England from time to time, such interest to be apportioned on a daily basis</p>
"Late Stage Review"	<p>means the upwards only review of the financial viability of the Development at the Late Stage Review Date using Formula 3 and Formula 4 to determine whether an Affordable Housing Contribution is payable</p>
"Late Stage Review Date"	<p>means the date on which 75 per cent of the Open Market Dwellings have been Disposed of;</p>
"London Living Rent Homes"	<p>means 100% of the Affordable Housing Units which are to be provided as London Living Rent Homes in accordance with the Mayor of London's "Homes for Londoners: Affordable Homes Programme 2016-2021 Funding Guidance" document November 2016 or such other document as may replace it from time to time</p>
"Material Operation"	<p>(subject to Clause 3.2) a Material Operation as defined by section 56(4) (a) of the Act in relation to the Development under the Planning Permission</p>
"Monitoring Contribution"	<p>the sum of £3,612 (three thousand, six hundred and twelve pounds) to be paid to the Council towards monitoring and performing the obligations contained with this Agreement</p>
"Mortgagee/Chargee"	<p>means an established corporate body within the finance industry regulated by the Prudential Regulation Authority the Financial Conduct Authority or similar and acting as a bona fide lender</p>
"Motor Vehicle"	<p>any mechanically propelled vehicles including a motor cycle intended or adapted for use on a road and/or highway</p>
"Occupation Date"	<p>the first date when any part of the Development is occupied (which for the avoidance of doubt shall not include occupation for the purposes of fitting out the Development) and the terms "Occupy" "Occupied" and "Occupation" shall be construed accordingly</p>
"Open Market Dwellings"	<p>means those dwellings to be constructed on the Application Site pursuant to the Planning Permission which are not Affordable Housing Units and which are to be disposed of on the open market</p>

"Planning Application"	application for full planning permission made to the Council for the carrying out of the Development made by the Developer on 27 November 2019, carrying the reference 19/3616/FUL for which a resolution to grant permission has been passed subject to conclusion of this Agreement
"Planning Permission"	the permission (a draft copy of which is annexed to this Agreement at Schedule 1) to be issued by the Council pursuant to the Application
"Practical Completion"	means completion of the Development so that the Development: (a) can be used for the purpose and operate in the manner for it was designed; and (b) is ready and available for Occupation/use And 'Completion' or 'Completed' shall be construed accordingly
"Public Subsidy"	means funding from the Council and/or other public body subsidy secured by the Developer to support the delivery of the Development
"Registered Provider"	means a registered provider within the meaning of the Housing Regeneration Act 2008 (and any amendment re-enactment or successor provision) either: drawn from the list of Registered Providers set out in the Council's Affordable Housing Supplementary Planning Document March 2014 and not removed from the register pursuant to Section 4 of that Act; or approved for the purposes of this Agreement by the Council in writing
"Residents Parking Bay"	a parking place designated by the Council by an Order under the Road Traffic Regulation Act 1984 and under the Road Traffic Act 1991 or other relevant legislation for use by residents of the locality in which the Development is situated
"Residents Parking Permit"	a parking permit issued by the Council under Section 45(2) of the Road Traffic Regulation Act 1984 allowing a Motor Vehicle to park in a Residents Parking Bay
"Residential Occupier"	any tenant or individual occupier or leasehold owner of a Residential Unit and for the avoidance of doubt the term "Residential Occupier" excludes any business or corporate body or bodies
"Residential Units"	means the 46 residential units to be constructed on the Application Site pursuant to the Planning Permission comprising: (i) 17 x 1-bedroom (1 person) studio flats;

(ii) 21 x 1 bedroom (2 person) flats; and

(iii) 8 x 2 bedroom (4 person) flats

"S.106 Monitoring Officer" an officer of the Council from time to time allocated to deal with and monitor all planning obligations pursuant to Section 106 of the Act and to whom all notices correspondence approvals etc. must be sent in the manner prescribed at **clause 7** hereof

"Specialist" has the meaning given to it in clause 9.2

"Substantial Implementation" means all ground preparation work for the Development has been completed and the ground floor slab has been constructed and reference to "Substantially Implemented" and "Substantially Implement" shall be construed accordingly

"Working Day" means any Monday, Tuesday, Wednesday, Thursday and Friday except bank or public holidays

1.2 In this Agreement:

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.3 references to any statute or statutory provision include references to:

1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement; and

1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

1.2.4 references to the Application Site include any part of it;

1.2.5 references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act;

1.2.6 "including" means "including, without limitation";

1.2.7 any covenant by the Landowner/Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.8 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and

1.3 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. **EFFECT OF THIS AGREEMENT**

2.1 This Agreement is made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 Localism Act 2011, the Greater London Council (General Powers) Act 1974 and all other enabling powers.

2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Application Site or otherwise.

2.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

2.5 This Agreement will be registered as a local land charge by the Council.

2.6 Nothing in this Agreement prohibits or limits the right to develop any part of the Application Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

3. **COMMENCEMENT DATE**

3.1 The obligations contained in clauses 4.1 to 4.3 and the Schedules referred to in those clauses do not come into effect until the date on which the Development commences by the carrying out on the Application Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the Act (subject to the provisions of clause 3.2) and 'Commencement of Development' shall be construed accordingly.

3.2 The Commencement Date will not be triggered by any of the following operations, which will be classed as Enabling Works:

3.2.1 site investigations or surveys;

- 3.2.2 construction of temporary areas of hardstanding, access and service roads within the Application Site;
- 3.2.3 laying, diversion or protection of services and service media;
- 3.2.4 the demolition of any existing buildings or structures;
- 3.2.5 site clearance within the Application Site and vegetation clearance within areas of temporary construction compound
- 3.2.6 construction of boundary fencing, other fencing or hoardings;
- 3.2.7 erection of temporary site accommodation within construction compounds for construction contractors;
- 3.2.8 works for the provision of temporary drainage or mains services to temporary site accommodation; or
- 3.2.9 any other preliminary works not listed above which the parties agree acting reasonably should not trigger the Commencement Date.

4. OBLIGATIONS OF THE PARTIES

- 4.1 The Landowner and the Developer agree with the Council to comply with the obligations set out in Schedules 2 to 7 in relation to the Development.
- 4.2 The Developer agrees to pay the Monitoring Contribution to the Council towards monitoring and performing the obligations contained with this Agreement on completion of this Agreement.
- 4.3 The Council agrees with the Landowner and the Developer that it will issue the Planning Permission within two working days of the date of this Agreement.
- 4.4 The Landowner and/or the Developer agree to notify the Council in writing 28 days in advance of the following:
 - 4.4.1 the Commencement Date;
 - 4.4.2 the Occupation Date;
 - 4.4.3 Practical Completion of the Development;
 - 4.4.4 Occupation of 50% of Open Market Dwellings.
- 4.5 The Council agrees with the Landowner and the Developer to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will

not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

4.6 The Council agrees with the Landowner and the Developer to use the Carbon Offset Contribution only for the use as specified within this Agreement and for no other purpose and to repay any amount which has not been spent for the specified purpose within 5 years of the date payment is received and for the avoidance of doubt, the Carbon Offset Contribution or any part of it shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable at law or otherwise) the performance or fulfilment of which will require the Council to expend funds in the future.

4.7 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Application Site or the part of the Application Site in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Application Site in any transfer of the Application Site will constitute an interest for the purposes of this clause 4.7.

4.8 The obligations in this Agreement will not be enforceable against:

4.8.1 the buyers of an individual Residential Unit erected on the Application Site pursuant to the Planning Permission other than the provisions of Schedule 5; or

4.8.2 a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Landowner or the Developer to that statutory undertaker.

4.9 The Landowner warrants that no person other than the Landowner and short-term occupational tenants has any legal or equitable interest in the Application Site whose consent is necessary to make this Agreement binding on the Property and all estates and interests therein.

5. **TERMINATION OF THIS AGREEMENT**

5.1 This Agreement will come to an end if:

5.1.1 subject to **clause 5.2**, the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable;

5.1.2 the Planning Permission expires before the Commencement Date without having been implemented; or

- 5.1.3 at any time after the date of this Agreement, the Council or any other competent authority grants a further planning permission under which development is implemented for the purposes of section 56 of the 1990 Act.
- 5.2 Clause 5.1.1 will not apply in respect of any minor modifications to the Planning Permission or the Development agreed from time to time between the Council, the Landowner and the Developer.
- 5.3 Where the Agreement comes to an end under clause 5.1:
 - 5.3.1 the Council is to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Application Site; and
 - 5.3.2 any monies paid under this Agreement to the Council, with the exception of fees paid under clause 8, are to be returned to the party that made the payment within one month of the Agreement coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment.
- 5.4 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.
- 5.5 An application approved by the Council pursuant to Section 73 of the Act to vary or release any condition contained in the Planning Permission shall be deemed to be bound by the covenants and provisions of this Agreement which shall apply in equal terms to the new planning permission unless otherwise stated by the Council in writing.
- 5.6 If the Landowner or the Developer makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the Council will place such a note against the entry.

6. **PROTECTION OF RAILWAY**

- 6.1 The Parties agree that that in the exercise of the rights granted by this Agreement no act shall be done which may endanger the safety or stability of the Landowner's railway, property or works or of any neighbouring property or otherwise disrupt or obstruct the proper operation of the Landowner's undertaking and network.

7. **NOTICES**

- 7.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

7.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.

7.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

7.3.1 if delivered by hand, at the time of delivery;

7.3.2 if sent by post, on the second working day after posting; or

7.3.3 if sent by recorded delivery, at the time delivery was signed for.

7.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.

7.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

8. **COSTS OF THIS AGREEMENT**

Upon completion of this Agreement the Developer is to pay to the Council their reasonable and proper legal costs of £950 in connection with the preparation, negotiation and completion of this Agreement.

9. **DETERMINATION OF DISPUTES**

9.1 Subject to clause 9.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 9. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

9.2 For the purposes of this clause 9 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Application Site.

9.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 9.4.

9.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

9.5 The Specialist is to act as an independent expert and:

9.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;

9.5.2 each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;

9.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

9.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

9.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

9.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.

9.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 9, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

9.7 This clause 9 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

10. **JURISDICTION**

10.1 This Agreement is to be governed by and interpreted in accordance with the law of England.

10.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

11. **INDEXATION AND INTEREST ON CONTRIBUTIONS**

11.1 All contributions and fees payable under this Agreement shall be Indexed from the date of completion of this Agreement until the date of payment.

11.2 Where any payment due under this Agreement is paid late, Interest will be payable on the sum in question from the date payment is due until the date of the payment.

11.3 In the event of any discrepancy with the amount to be paid or paid, the liability to pay as set out in **clause 9.2** above, will not be discharged until the Council has confirmed in writing the amount due has been paid in full.

12. **EXECUTION**

The parties have executed this Agreement as a deed and it is delivered on the date set out above.

Official

SCHEDULE 1
Planning Permission

Environment Directorate / Development Management

Web: www.richmond.gov.uk/planning
Email: envprotection@richmond.gov.uk
Tel: 020 8891 1411
Textphone: 020 8891 7120



Tanya Kozak
Union4 Planning
30 Stamford Street
London
SE1 9LQ

Letter Printed

Dear Sir/Madam

**The Town and Country Planning Act 1990, (as amended)
Decision Notice**

Application: 19/3616/FUL
Your ref: Station Yard, Twickenham
Our ref: DC/VAA/19/3616/FUL/FUL
Applicant: Mr Freddie Battle
Agent: Tanya Kozak

WHEREAS in accordance with the provisions of the Town and Country Planning Act 1990 and the orders made thereunder, you have made an application received on **27 November 2019** and illustrated by plans for the permission of the Local Planning Authority to develop land situated at:

Old Station Forecourt Railway Approach Twickenham TW1 4LJ

for

Proposed redevelopment of existing car park to provide a new building of 5 to 6 storeys, comprising 46 no. residential units (Use Class C3), disabled car parking, cycle parking, landscaping, enhancements to public realm and associated works

NOW THEREFORE WE THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES acting by the Council of the said Borough, the Local Planning Authority HEREBY GIVE YOU NOTICE pursuant to the said Act and the Orders made thereunder that permission to develop the said land in accordance with the said application is hereby **GRANTED** subject to the conditions and informatives summarised and listed on the attached schedule.

Yours faithfully

www.richmond.gov.uk/planning
London Borough of Richmond upon Thames
Civic Centre, 44 York Street, Twickenham TW1 3BZ
Tel 020 8891 1411 **Textphone** 020 8891 7120 **Email** envprotection@richmond.gov.uk

DRAFT



Official

Robert Angus
Head of Development Management

DRAFT

SCHEDULE OF CONDITIONS AND INFORMATIVES FOR APPLICATION 19/3616/FUL

APPLICANT NAME

Mr Freddie Battle
c/o Agent

AGENT NAME

Tanya Kozak
30 Stamford Street
London
SE1 9LQ

SITE

Old Station Forecourt Railway Approach Twickenham TW1 4LJ

PROPOSAL

Proposed redevelopment of existing car park to provide a new building of 5 to 6 storeys, comprising 46 no. residential units (Use Class C3), disabled car parking, cycle parking, landscaping, enhancements to public realm and associated works

SUMMARY OF CONDITIONS AND INFORMATIVES

CONDITIONS

U0093648	Development begun within 3 years
U0093675	Approved drawings
U0093650	Construction Method Statement
U0093651	NS01 Hard and Soft Landscaping
U0093652	Potentially Contaminated Sites
U0093653	NS02 Strategic Water Main
U0093654	NS03 Piling Thames Water
U0093655	NS04 Construction materials
U0093656	NS05 Construction details
U0093657	NS06 Green/Sedum roof
U0093658	NS07 Mechanical Services Noise Control
U0093659	NS08 Tree Planting Scheme Required
U0093660	NS09 Disabled Car Parking
U0093661	NS10 Delivery, Servicing and operational
U0093662	NS11 Signage U0093663
Water Consumption U0093664	NS12
Cycle Parking U0093665	NS13 Refuse
arrangements U0093666	NS14 Travel
Plan	
U0093667	DV28 External Illumination
U0093668	NS15 Energy Reduction
U0093669	DV52A Building regulations M4(2)
U0093670	DV53A Building Regulation M4(3)
U0093671	DV30 Refuse storage
U0093672	NS16 Sustainable Drainage
U0093673	NS17 Air Quality
U0093674	NS18 Use of roof restricted
U0093649	NS19 Noise/Vibration

INFORMATIVES

U0047488	Section 278
U0047481	Advertisements
U0047491	NS2 Network Rail informative
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U0047474	NPPF APPROVAL - Para. 38-42
U0047475	Vehicular Crossover
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U0047479	Construction Management Statement
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DETAILED CONDITIONS AND INFORMATIVES

DETAILED CONDITIONS

U0093648 Development begun within 3 years

The development to which this permission relates must be begun not later than the expiration of three years beginning with the date of this permission.

REASON: To conform with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

U0093675 Approved drawings

The development hereby permitted shall be carried out in accordance with the following approved plans and documents, where applicable:

WP-0689-A-0001-P-X-EX P0; WP-0689-A-0002-P-X-EX P0; WP-0689-A-0010-P-L0-EX P0; WP-0689-A-0021-E-S-EX P0; WP-0689-A-0022-E-W-EX P0; WP-0689-A-0023-E-N-EX P0; WP-0689-A-0024-E-E-EX P0; WP-0689-A-0025-E-S-EX P0; WP-0689-A-0026-E-W-EX P0; WP-0689-A-0027-E-N-EX P0; WP-0689-A-0028-E-E-EX P0; WP-0689-A-0030-S-AA-EX Section AA P0; WP-0689-A-0031-S-BB-EX P0; WP-0689-A-0099-P-XX P0; WP-0689-A-0100-P-L0 P0; WP-0689-A-0101-P-L1 P0; WP-0689-A-0105-P-L5 P0; WP-0689-A-0110-P-XX P0; WP-0689-A-0120-P-L0 P0; WP-0689-A-0201-E-S P0; WP-0689-A-0202-E-W P0; WP-0689-A-0203-E-N P0; WP-0689-A-0204-E-E P0; WP-0689-A-0211-E-S P0; WP-0689-A-0212-E-W P0; WP-0689-A-0213-E-N P0; WP-0689-A-0214-E-E P0; WP-0689-A-0300-S-AA P0; WP-0689-A-0301-S-BB P0 received 27.11.19.

WP-0689-A-0106-P-RF P1 received 11.08.20

REASON: To accord with the terms of the application, for the avoidance of doubt and in the interests of proper planning.

U0093650 Construction Method Statement

Notwithstanding the Preliminary Construction Management Plan, other than enabling works (including service diversions) no development shall take place, until a Construction Management Statement has been submitted to and approved in writing by the Local Planning Authority. The approved plan shall be adhered to throughout the construction period. The Statement shall provide for:

1. The size, number, routing and manoeuvring tracking of construction vehicles to and from the site, and holding areas for these on/off site;
2. Site layout plan showing manoeuvring tracks for vehicles accessing the site to allow these to turn and exit in forward gear;
3. Details and location of parking for site operatives and visitor vehicles (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction);
4. Details and location where plant and materials will be loaded and unloaded;
5. Details and location where plant and materials used in constructing the development will be stored, and the location of skips on the highway if required;
6. Details of any necessary suspension of pavement, roadspace, bus stops and/or parking bays;
7. Details where security hoardings (including decorative displays and facilities for public viewing) will be installed, and the maintenance of such;
8. Details of any wheel washing facilities;
9. Details of a scheme for recycling/disposing of waste resulting from demolition and construction works (including excavation, location and emptying of skips);

10. Details of measures that will be applied to control the emission of noise, vibration and dust including working hours. This should follow Best Practice detailed within BS5288:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites;

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11. Details of any highway licenses and traffic orders that may be required (such as for licences for any structures / materials on the highway or pavement; or suspensions to allow the routing of construction vehicles to the site);
12. Details of the phasing programming and timing of works;
13. Where applicable, the Construction Management Statement should be written in conjunction with the Arboricultural Method Statement, and in accordance with British Standard BS 5837:2012 'Trees in relation to design, demolition and construction - recommendations', in particular section 5.5, 6.1, 6.2, 6.3 and 7;
14. A construction programme including a 24 hour emergency contact number;
15. See also TfL guidance on Construction Logistics Plans.

REASON: In the interests of highway and pedestrian safety together with the amenity of the area.

U0093651 NS01 Hard and Soft Landscaping

A) Prior to the commencement of the above ground works, full details of hard and soft landscaping works shall be submitted to and approved in writing by the local planning authority. These details shall include proposed finished levels or contours; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas including demarcation of the pedestrian route on the shared surface; ecological enhancements including bird/bat boxes; hard surfacing materials; minor artefacts and structures (e.g. furniture, refuse or other storage units, signs, lighting etc); and where relevant; a program or timetable of the proposed works.

B) Soft landscape works shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); detailing the quantity, density, size, species, position and the proposed time or programme of planting of all shrubs, hedges, grasses etc., together with an indication of how they integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance. All tree, shrub and hedge planting included within that specification shall be carried out in accordance with BS 3936:1986 (Parts 1, 1992, Nursery Stock, Specification for trees and shrubs, and 4, 1984, Specification for forest trees); BS 4043: 1989, Transplanting root-balled trees; and BS 4428:1989, Code of practice for general landscape operations (excluding hard surfaces).

C) All hard and soft landscaping works shall be carried out in accordance with the approved details and in any event prior to the occupation of any part of the development

REASON: To ensure that the proposed development does not prejudice the appearance of the locality and to preserve and enhance nature conservation.

U0093652 Potentially Contaminated Sites

1. The development shall be undertaken in accordance with the contamination Desk study by Pell Frischmann (November 2019) and other than enabling works, no development shall take place until:
 - an intrusive site investigation has been carried out comprising: sampling of soil, soil vapour, ground gas, surface water and groundwater to the satisfaction of the local planning authority. Such work to be carried out by suitably qualified and accredited geo-environmental consultants in accordance with the current U.K. requirements for sampling and testing and
 - written reports of i) the findings of the above site investigation and ii) a risk assessment for sensitive receptors together with a detailed remediation strategy designed to mitigate the risk posed by the identified contamination to sensitive

receptors have been submitted to and approved in writing by the local planning authority

Note: some demolition work, if required, could be allowed beforehand for enabling the above requirement (1b), subject to the agreement of the Local Planning Authority.

2. None of the dwellings/buildings hereby approved shall be occupied until:

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a) the remediation works approved as part of the remediation strategy have been carried out in full and in compliance with the approved strategy. If during the remediation or development work new areas of contamination are encountered, which have not been previously identified, then the additional contamination should be fully assessed in accordance with condition [1(b, c)] above and an adequate remediation scheme shall be submitted to and approved in writing by the local planning authority and fully implemented thereafter.

b) a verification report, produced on completion of the remediation work, has been submitted to and approved in writing by the local planning authority. Such report to include i) details of the remediation works carried out and ii) results of verification sampling, testing and monitoring and iii) all waste management documentation showing the classification of waste, its treatment, movement and disposal in order to demonstrate compliance with the approved remediation strategy.

REASON: To protect future users of the site and the environment.

U0093653 NS02 Strategic Water Main

No construction shall take place within 5m of the water main prior to the submission and approval in writing of the LPA (in consultation with Thames Water) of a scheme detailing how the developer intends to divert the asset / align the development, so as to prevent the potential for damage to subsurface potable water infrastructure. Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access must be available at all times for the maintenance and repair of the asset during and after the construction works.

REASON: The proposed works will be in close proximity to underground strategic water main, utility infrastructure. The works has the potential to impact on local underground water utility infrastructure.

U0093654 NS03 Piling Thames Water

No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

REASON: The proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure.

U0093655 NS04 Construction materials

The external surfaces of the buildings (including fenestration, privacy screens, masonry and brickwork, bonding pattern) shall not be constructed other than in materials details/samples of which shall be submitted to and approved in writing by the Local Planning Authority.

REASON: To ensure that the proposed development does not prejudice the appearance of the locality

U0093656 NS05 Construction details

The development shall not be carried out other than in accordance with detailed drawings to a scale of not less than 1:20 which shall be submitted to and approved in writing by the Local Planning Authority, such details to show fenestration, window and door recesses and typical balcony details.

REASON: To ensure that the proposed development does not prejudice the appearance of the locality.

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U0093657 NS06 Green/Sedum roof

Prior to the above ground works, final details of the proposed green/sedum roof as demonstrated on plan WP-0689-A—0106-P-RF P1 shall be submitted to and approved by the Local Planning Authority. The green/sedum roof shall be implemented prior to residential occupation of the new flatted block, in accordance with the approved specifications and maintenance schedule and maintained permanently thereafter, unless otherwise approved, in writing by the Local Planning Authority. The submission must provide the following information:

- a) Details on materials used in the design, construction and installation of the green roof based on the Green Roof Code and the use of biodiversity based extensive/semi-intensive soils;
- b) details on substrate and plants used in the green roof, based on a commercial brick-based aggregate or equivalent with a varied substrate depth of minimum 150mm planted with 50% locally native herbs/wildflowers in addition to a variety of sedum species;
- c) details on additional features to the proposed green/sedum roof, such as areas of bare shingle, areas of sand for burrowing invertebrates, individual logs or log piles; and
- d) an ecological management and maintenance plan including landscape features and a cross section of the green roof.

REASON: To ensure the biodiversity benefits and ecological benefits of the development are delivered and maintained.

U0093658 NS07 Mechanical Services Noise Control

- a) Before any mechanical services plant including heating, ventilation and air conditioning (HVAC) plant to which the application refers is used at the premises, a scheme shall be submitted to and approved in writing by the local planning authority which demonstrates that the following noise design requirements can be complied with and shall thereafter be retained as approved
- b) The cumulative measured or calculated rating level of noise emitted from the mechanical services plant including heating, ventilation and air conditioning (HVAC) to which the application refers, shall be 5dB(A) below the existing background noise level, at all times that the mechanical system etc. operates. The measured or calculated noise levels shall be determined at the boundary of the nearest ground floor noise sensitive premises or 1 metre from the facade of the nearest first floor (or higher) noise sensitive premises, and in accordance to the latest British Standard 4142; An alternative position for assessment /measurement may be used to allow ease of access, this must be shown on a map and noise propagation calculations detailed to show how the design criteria is achieved.
- c) The plant shall be supported on adequate proprietary anti-vibration mounts to prevent the structural transmission of vibration and regenerated noise within adjacent or adjoining premises, and these shall be so maintained thereafter.

REASON: To protect to the living conditions of future occupants and ensure that the development does not adversely impact the amenities enjoyed by neighbouring occupants.

U0093659 NS08 Tree Planting Scheme Required

1. Prior to the occupation of the development hereby approved, a tree planting scheme shall be submitted to and approved in writing by the local planning authority. This

scheme shall be written in accordance with the British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations (sections 5.6) and BS 8545:2014 Trees: from nursery to independence in the landscape. Recommendations, and include

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- A)Details of the quantity, size, species, and position,
- B)Planting methodology
- C)Proposed time of planting (season)
- D)5-year maintenance and management programme.

2. If within a period of 5 years from the date of planting that tree or any tree planted in replacement for it, is removed, uprooted, destroyed or dies (or becomes in the opinion of the local planning authority seriously damaged) then the tree shall be replaced to reflect the specification of the approved planting scheme in the next available planting season or in accordance with a timetable agreed in writing with the local planning authority.

REASON: To safeguard the appearance of the locality.

U0093660 NS09 Disabled Car Parking

The 2no. disabled car parking bays on Marys terrace as shown on drawing no. WP-0689-A-0100-P-L0 shall be implemented in full prior to first occupation of any of the residential properties hereby approved and shall not be used for any purpose other than for the parking of private motor vehicles used by disabled/blue badge holder residential occupiers or visitors to the development.

REASON: To ensure the development does not have an adverse impact on local traffic and parking conditions; to accord with policy 6.13 of the London Plan.

U0093661 NS10 Delivery, Servicing and operational

Prior to the occupation of the development, a Delivery, Servicing and operational waste and recycling strategy shall be submitted to and agreed in writing by the Local Planning Authority. The scheme approved by the local planning authority shall be implemented at all times in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure a safe and convenient form of development with limited impact on local roads and to safeguard the amenities of nearby occupiers and the area generally and to ensure adequate refuse storage is provided on site and can be readily collected, to accord with the Refuse and Recyclables in Development SPD.

U0093662 NS11 Signage

Prior to first occupation of the residential development hereby approved, details of pedestrian, cycle and vehicle signage and wayfinding within the development shall be submitted to and agreed in writing by the Local Planning Authority. The approved signage shall be implemented in full prior to the occupation of the residential development.

REASON: To ensure the public realm within the development provides an inclusive, legible environment for all users

U0093663 Water Consumption

The dwellings hereby approved shall not be occupied other than in accordance with the water consumption targets of 105 litres or less per person per day, and 5 litres or less per head per day for external water use.

Reason: In the interests of water efficiency in accordance with the Councils sustainability policies.

U0093664 NS12 Cycle Parking

No dwelling shall be occupied until secured, undercover cycle parking facilities for 55 cycles have been provided in accordance with detailed drawings to be submitted to and

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approved in writing by the Local Planning Authority, such drawings to show the position, design, materials and finishes thereof.

REASON: To accord with this Council's policy to discourage the use of the car wherever possible.

U0093665 NS13 Refuse arrangements

The residential area hereby approved shall not be occupied until arrangements for the storage and disposal of refuse/waste as shown on the approved plans have been made.

REASON: To safeguard the appearance of the property and the amenities of the area.

U0093666 NS14 Travel Plan

Notwithstanding the draft travel plan contained at Appendix D of the Transport Statement submitted by Mayer Brown with the application, within 6 months of first occupation, a travel plan based on the results of the survey shall be submitted with clear objectives, targets, actions and timeframes to manage the transport needs of residents / visitors to the development, to minimise car usage and to achieve a shift to alternative transport modes.

Following approval by the Local Planning Authority, the applicant shall then implement these actions to secure the objectives and targets within the approved plan. The travel plan (including surveys) shall be annually revised and a written review of the travel plan submitted and approved by Council by the anniversary of its first approval and yearly thereafter. At the third anniversary, the travel plan (including surveys) shall be re-written, and resubmitted for further approval by the Council. This review and re-write cycle shall continue every three years and any approved revision shall be implemented within three months of the date of approval.

REASON: In order to comply with the objectives of national and local Planning Policies which promote sustainable development with particular regard to transport.

U0093667 DV28 External Illumination

Any external illumination of the premises shall not be carried out except in accordance with details giving the method and intensity of any such external illumination which shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of any part of the buildings.

REASON: To safeguard the appearance of the property and the amenities of the area.

U0093668 NS15 Energy Reduction

The dwellings hereby approved shall achieve a 50.3% reduction in Carbon dioxide emissions beyond Building Regulations requirements (2013) and shall be constructed in accordance with the measures contained within the Sustainability Checklist and Energy & Sustainability Statement by Integration dated 14th November 2019.

REASON: In the interests of energy conservation and to accord with the terms of the application as submitted.

U0093669 DV52A Building regulations M4(2)

41 of the residential units hereby approved shall not be constructed other than in accordance with Building Regulation M4(2).

REASON: In the interest of inclusive access in accordance with Council's policy to ensure homes meet diverse and changing needs.

U0093670 DV53A Building Regulation M4(3)

5 of the residential units hereby approved shall not be constructed other than in accordance with Building Regulation M4(3).

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REASON: In the interest of inclusive access in accordance with Council's policy to ensure homes meet diverse and changing needs.

U0093671 DV30 Refuse storage

No refuse or waste material of any description shall be left or stored anywhere on the site other than within a building or refuse enclosure.

REASON: To safeguard the appearance of the property and the amenities of the area.

U0093672 NS16 Sustainable Drainage

The development hereby permitted shall not be constructed other than in accordance with the recommendation of the Drainage Strategy 102135-PF-ZZ-XX-RP-D-001 by PellFrischman November 2019. No infiltration of surface water drainage into the ground is permitted other than with the written consent of the Local Planning Authority. The scheme shall be implemented and retained as approved.

REASON: In the interest of sustainable construction, to avoid excessive surface water runoff and to ensure that the surface water drainage system does not pollute the ground water below the site.

U0093673 NS17 Air Quality

The development hereby permitted shall not be constructed other than in accordance with the recommendations of the Air Quality Assessment dated November 2019 by WYG. The scheme shall be implemented and retained as approved.

REASON: In the interest of Air Quality.

U0093674 NS18 Use of roof restricted

Other than the areas identified as balconies/terraces on the approved plans, the roof areas of the buildings hereby permitted shall not be used as a balcony, roof terrace, roof garden or similar amenity area.

REASON: To safeguard the amenities of the adjoining occupiers.

U0093649 NS19 Noise/Vibration

The development hereby approved shall be undertaken in accordance with the indicative building recommendations in the Noise Assessment and Vibration Survey and Assessment by ColeJarman - Planning Assessment Report 19/0151/R1 (Received 27.11.2019)

REASON: To protect to the living conditions of future occupants of the development.

DETAILED INFORMATIVES

U0047488 Section 278

Prior to the commencement of the main site works, the applicant will need to enter into a Section 278 legal agreement with the Local Highway Authority

U0047481 Advertisements

The applicant is advised of the need to obtain separate consent under the Town & Country Planning (Control of Advertisements) Regulations 1992 for any advertisements requiring express consent which it is to display on these premises.

U0047491 NS2 Network Rail informative

The LPA strongly advises the applicant to contact
AssetProtectionWessex@networkrail.co.uk prior to any works commencing on site, and
also to agree an Asset Protection Agreement with them to enable approval of detailed

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works. More information can also be obtained from their website <https://www.networkrail.co.uk/running-the-railway/looking-after-the-railway/asset-protection-and-optimisation/>.

As well as contacting the Asset Protection Team the developer must ensure that their proposal, both during construction and after completion of works on site, does not:

- o encroach onto Network Rail land
- o affect the safety, operation or integrity of the company's railway and its infrastructure
- o undermine its support zone
- o damage the company's infrastructure
- o place additional load on cuttings
- o adversely affect any railway land or structure
- o over-sail or encroach upon the air-space of any Network Rail land
- o cause to obstruct or interfere with any works or proposed works or Network Rail development both now and in the future

Network Rail's requirements for the safe operation of the railway and the protection of Network Rail's adjoining land are understood to be:

Future maintenance: The development must ensure any future maintenance can be conducted solely on the applicant's land. The applicant must ensure that any construction and any subsequent maintenance can be carried out to any proposed buildings or structures without adversely affecting the safety of, or encroaching upon Network Rail's adjacent land and air-space, and therefore all/any building should be situated at least 2 metres (3m for overhead lines and third rail) from Network Rail's boundary. The reason for the 2m (3m for overhead lines and third rail) stand off requirement is to allow for construction and future maintenance of a building and without requirement for access to the operational railway environment which may not necessarily be granted or if granted subject to railway site safety requirements and special provisions with all associated railway costs charged to the applicant. Any less than 2m (3m for overhead lines and third rail) and there is a strong possibility that the applicant (and any future resident) will need to utilise Network Rail land and air-space to facilitate works. The applicant / resident would need to receive approval for such works from the Network Rail Asset Protection Engineer, the applicant / resident would need to submit the request at least 20 weeks before any works were due to commence on site and they would be liable for all costs (e.g. all possession costs, all site safety costs, all asset protection presence costs). However, Network Rail is not required to grant permission for any third party access to its land. No structure/building should be built hard-against Network Rail's boundary as in this case there is an even higher probability of access to Network Rail land being required to undertake any construction / maintenance works. Equally any structure/building erected hard against the boundary with Network Rail will impact adversely upon our maintenance teams' ability to maintain our boundary fencing and boundary treatments.

Drainage: Storm/surface water must not be discharged onto Network Rail's property or into Network Rail's culverts or drains except by agreement with Network Rail. Suitable drainage or other works must be provided and maintained by the Developer to prevent surface water flows or run-off onto Network Rail's property. Proper provision must be made to accept and continue drainage discharging from Network Rail's property; full details to be submitted for approval to the Network Rail Asset Protection Engineer. Suitable foul drainage must be provided separate from Network Rail's existing drainage. Soakaways, as a means of storm/surface water disposal must not be constructed near/within 10 - 20 metres of Network Rail's boundary or at any point which could adversely affect the stability of Network Rail's property. After the completion and occupation of the development, any new or exacerbated problems attributable to the new development shall be investigated and remedied at the applicants' expense.

Plant & Materials: All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail

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safe" manner such that in the event of mishandling, collapse or failure, no plant or materials are capable of falling within 3.0m of the boundary with Network Rail.

Scaffolding: Any scaffold which is to be constructed within 10 metres of the railway boundary fence must be erected in such a manner that at no time will any poles over-sail the railway and protective netting around such scaffold must be installed. The applicant/applicant's contractor must consider if they can undertake the works and associated scaffold/access for working at height within the footprint of their property boundary.

Piling: Where vibro-compaction/displacement piling plant is to be used in development, details of the use of such machinery and a method statement should be submitted for the approval of the Network Rail's Asset Protection Engineer prior to the commencement of works and the works shall only be carried out in accordance with the approved method statement.

Fencing: In view of the nature of the development, it is essential that the developer provide (at their own expense) and thereafter maintain a substantial, trespass proof fence along the development side of the existing boundary fence, to a minimum height of 1.8 metres. The 1.8m fencing should be adjacent to the railway boundary and the developer/applicant should make provision for its future maintenance and renewal without encroachment upon Network Rail land. Network Rail's existing fencing / wall must not be removed or damaged and at no point either during construction or after works are completed on site should the foundations of the fencing or wall or any embankment therein, be damaged, undermined or compromised in any way. Any vegetation on Network Rail land and within Network Rail's boundary must also not be disturbed. Any fencing installed by the applicant must not prevent Network Rail from maintaining its own fencing/boundary treatment.

Lighting: Any lighting associated with the development (including vehicle lights) must not interfere with the sighting of signalling apparatus and/or train drivers vision on approaching trains. The location and colour of lights must not give rise to the potential for confusion with the signalling arrangements on the railway. The developers should obtain Network Rail's Asset Protection Engineer's approval of their detailed proposals regarding lighting.

Noise and Vibration: The potential for any noise/ vibration impacts caused by the proximity between the proposed development and any existing railway must be assessed in the context of the National Planning Policy Framework which hold relevant national guidance information. The current level of usage may be subject to change at any time without notification including increased frequency of trains, night time train running and heavy freight trains.

Landscaping: Where trees/shrubs are to be planted adjacent to the railway boundary these shrubs should be positioned at a minimum distance greater than their predicted mature height from the boundary. Certain broad leaf deciduous species should not be planted adjacent to the railway boundary as the species will contribute to leaf fall which will have a detrimental effect on the safety and operation of the railway. We would wish to be involved in the approval of any landscaping scheme adjacent to the railway. Where landscaping is proposed as part of an application adjacent to the railway it will be necessary for details of the landscaping to be known and approved to ensure it does not impact upon the railway infrastructure. Any hedge planted adjacent to Network Rail's boundary fencing for screening purposes should be so placed that when fully grown it does not damage the fencing or provide a means of scaling it. No hedge should prevent Network Rail from maintaining its boundary fencing. Lists of trees that are permitted and those that are not permitted are provided below and these should be added to any tree planting conditions:

Permitted: Birch (Betula), Crab Apple (Malus Sylvestris), Field Maple (Acer Campestre), Bird Cherry (Prunus Padus), Wild Pear (Pyrus Communis), Fir Trees - Pines (Pinus), Hawthorne (Cretaeagus), Mountain Ash - Whitebeams (Sorbus), False Acacia (Robinia), Willow Shrubs (Shrubby Salix), Thuja Plicatata "Zebrina"

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Not Permitted: Alder (*Alnus Glutinosa*), Aspen - Poplar (*Populus*), Beech (*Fagus Sylvatica*), Wild Cherry (*Prunus Avium*), Hornbeam (*Carpinus Betulus*), Small-leaved Lime (*Tilia Cordata*), Oak (*Quercus*), Willows (*Salix Willow*), Sycamore - Norway Maple (*Acer*), Horse Chestnut (*Aesculus Hippocastanum*), Sweet Chestnut (*Castanea Sativa*), London Plane (*Platanus Hispanica*).

Vehicle Incursion: Where a proposal calls for hard standing area / parking of vehicles area near the boundary with the operational railway, Network Rail would recommend the installation of a highways approved vehicle incursion barrier or high kerbs to prevent vehicles accidentally driving or rolling onto the railway or damaging lineside fencing.

U0047492 NS3 TfL Informative

The developer/property owner/manager is advised to notify potential purchasers and tenants of the neighbouring bus operations.

The footway and carriageway on the Station Yard and Railway Approach roadway must not be blocked during the works of the development. Temporary obstructions during the works must be kept to a minimum and should not encroach on the clear space needed to provide safe passage for pedestrians or obstruct the flow of traffic. Further to the point, it will not be acceptable for the bus lane to be blocked during site construction. All vehicles associated with the works must only park/ stop at permitted locations and within the time periods permitted by existing on-street restrictions.

U0047493 NS4 Environment Agency Informative

Piling: Piling can result in risks to groundwater quality by mobilising contamination when boring through different bedrock layers and creating preferential pathways. Thus it should be demonstrated that any proposed piling will not result in contamination of groundwater. If Piling is proposed, a Piling Risk Assessment should be submitted, written in accordance with EA guidance document "Piling and Penetrative Ground Improvement Methods on Land Affected by Contamination: Guidance on Pollution Prevention. National Groundwater & Contaminated Land Centre report NC/99/73".

Waste: The CLAIRE Definition of Waste: Development Industry Code of Practice (version 2) provides operators with a framework for determining whether or not excavated material arising from site during remediation and/or land development works are waste or have ceased to be waste.

Under the Code of Practice:

- o excavated materials that are recovered via a treatment operation can be re-used on-site providing they are treated to a standard such that they fit for purpose and unlikely to cause pollution
- o treated materials can be transferred between sites as part of a hub and cluster project formally agreed with the EA
- o some naturally occurring clean material can be transferred directly between sites.

Developers should ensure that all contaminated materials are adequately characterised both chemically and physically, and that the permitting status of any proposed on site operations are clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays. The Environment Agency recommends that developers should refer to:

- o the Position statement on the Definition of Waste: Development Industry Code of Practice and;
- o The waste management page on GOV.UK

Any re-use of excavated materials not undertaken formally using the CLAIRE DoWCoP would require an environmental permit for deposit, unless materials are solely

aggregates from virgin sources, or from a fully compliant Quality Protocol aggregates supplier. Any deposit of materials outside of these scenarios could be subject to enforcement actions and/or landfill tax liabilities.

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U0045243 Applicants Advice

The applicant is advised to give consideration to providing an opportunity for the Albany Public House to promote its presence through appropriate advertising on the hoardings during the construction of the development. Such advertisement will require the express consent of the Local Planning Authority.

IE06 Details of piling-EHO consultation

The attention of the applicant is drawn to the requirements of section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise and vibration on construction and demolition sites. Application, under section 61 of the Act for prior consent to the works, can be made to the Environmental Health Department. Where developments include foundations works require piling operations it is important to limit the amount of noise and vibration that may effect local residents.

There are a number of different piling methods suitable for differing circumstances. Guidance is contained in British Standard BS 5228 Noise control on Construction and Open Sites - Part 4: Code of Practice for noise and vibration control applicable to piling operations.

Where there is a risk of disturbance being caused from piling operations then the council under section 60 Control of Pollution Act 1974 can require Best Practicable Means (BPM) to be carried out. This may entail limiting the type of piling operation that can be carried out.

The types of piling operations which are more suitable for sensitive development in terms of noise and vibration impact are;

- * Hydraulic Piling
- * Auger Piling
- * Diaphragm Walling

IL13 Section 106 agreement

This planning permission has a Section 106 Agreement which must be read in conjunction with it.

U0047473 Composite Informative

Reason for granting:

The proposal has been considered in the light of the Development Plan, comments from statutory consultees and third parties (where relevant) and compliance with Supplementary Planning Guidance as appropriate. It has been concluded that there is not a demonstrable harm to interests of acknowledged importance caused by the development that justifies withholding planning permission.

Principal Policies:

Where relevant, the following have been taken into account in the consideration of this proposal:- The main development plan policies applying to the site are (not exhaustive):

Mayor of London - London Plan 2016

7.2, 7.4, 7.5, 7.7,7.7

7.8

7.1

5.11, 7.19, 7.21

5.12, 5.13

5.1, 5.2, 5.3

5.16

3.3, 3.4, 3.5, 3.8, 3.9, 3.10, 3.12, 3.13

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4.1, 4.2, 4.3, 4.4
6.9
6.13

Richmond Upon Thames Adopted Local Plan 2018

LP1, LP2, LP39
LP3, LP4
LP8
LP15, LP16, LP12, LP17
LP21
LP20, LP22, LP23
LP24
LP34, LP35, LP36, LP37
LP 25, LP 27, LP40,
LP44
LP45

National Planning Policy Framework (NPPF) (2019)

Section 4: Decision-making
Section 5: Delivering a sufficient supply of homes
Section 6: Building a strong, competitive economy
Section 9: Promoting Sustainable Transport
Section 11: Making effective use of land
Section 12: Achieving well-designed places
Section 14: Meeting the challenge of climate change, flooding and coastal change
Section 15: Conserving and enhancing the natural environment
Section 16: Conserving and enhancing the historic environment

Supplementary Planning Documents

Design Quality (2006)
Planning Obligation (2014)
Contaminated Land (2003)
Small and Medium Housing Sites (2006)
Front Garden and Other Off-Street Parking Standards (2010)
Refuse and Recycling Storage Requirements (2015)
Sustainable Construction Checklist (2016)
Affordable Housing (2014)
Residential Development Standards (2010) incorporating the Nationally Described Space Standards
Twickenham Area Action Plan 2013 (TAAP) (TW2 - Station Yard)
Planning Obligations (in conjunction with Borough CIL)
Contaminated Land (2003)
Security by Design (2002)
Twickenham Station and Surroundings (2010)
Queens Road Twickenham Conservation Area (no, 47) study and statement

More information on these documents can be found at:

https://www.richmond.gov.uk/services/planning/planning_policy/local_plan/supplementary_planning_documents_and_guidance

Other Local Strategies or Publications

DCLG/Department of Transport - Manual for Streets
Community Infrastructure Levy

Building Regulations:

The applicant is advised that the erection of new buildings or alterations to existing buildings should comply with the Building Regulations. This permission is NOT a consent under the Building Regulations for which a separate application should be made. For application forms and advice please contact the Building Control department, 2nd floor, Civic Centre, 44 York Street, Twickenham, TW1 3BZ. (Tel: 020 8891 1411).

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If you alter your proposals in any way, including to comply with the Building Regulations, a further planning application may be required. If you wish to deviate in any way from the proposals shown on the approved drawings you should contact the Development Management department, 2nd floor, Civic Centre, 44 York Street, Twickenham, TW1 3BZ. (Tel: 020 8891 1411).

Damage to the public highway:

Care should be taken to ensure that no damage is caused to the public highway adjacent to the site during demolition and (or) construction. The Council will seek to recover any expenses incurred in repairing or making good such damage from the owner of the land in question or the person causing or responsible for the damage.

BEFORE ANY WORK COMMENCES you MUST contact the London Borough of Richmond upon Thames, 44 York Street, Twickenham TW1 3BZ, Telephone 020 8891 1411 to arrange a pre-commencement photographic survey of the public highways adjacent to and within the vicinity of the site. The precondition survey will ensure you are not charged for any damage which existed prior to commencement of your works.

If you fail to contact us to arrange a pre commencement survey then it will be assumed that any damage to the highway was caused by your activities and you will be charged the full cost of repair.

Once the site works are completed you need to contact us again to arrange for a post construction inspection to be carried out. If there is no further damage then the case will be closed. If damage or further damage is found to have occurred then you will be asked to pay for repairs to be carried out.

Noise control - Building sites:

The attention of the applicant is drawn to the requirements of Section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise and vibration on construction and demolition sites. Application, under section 61 of the Act for prior consent to the works, can be made to the Environmental Health department.

Under the Act the Council has certain powers to control noise from construction sites. Typically the council will limit the times during which sites are permitted to make noise that their neighbours can hear.

For general construction works the Council usually imposes (when necessary) the following limits on noisy works:-

Monday to Friday 8am to 6pm

Saturdays 8am to 1pm

Sundays and Public Holidays - No noisy activities allowed

Applicants should also be aware of the guidance contained in British Standard 5228:2009 - Noise and vibration control on construction and open sites.

Any enquiries for further information should be made to the Commercial Environmental Health Team, 2nd Floor Civic Centre, 44 York Street, Twickenham TW1 3AB.

U0047474 NPPF APPROVAL - Para. 38-42

In accordance with paragraphs 38-42 of the National Planning Policy Framework, Richmond upon Thames Borough Council takes a positive and proactive approach to the delivery of sustainable development, by:

- o Providing a formal pre-application service
- o Providing written policies and guidance, all of which is available to view on the Council's website

- o Where appropriate, negotiating amendments to secure a positive decision
- o Determining applications in a timely manner.

In this instance:

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o The application was recommended for approval and referred to the first available Planning Committee, where the agents / applicants had an opportunity to present the case.

U0047475 Vehicular Crossover

The permission hereby granted shall not be construed as authority to carry out works on the publicly maintained highway. The applicant is advised that all such works must be carried out by the Council's own appointed contractor following approval from Highways Management Group, London Borough of Richmond upon Thames, 44 York Street, Twickenham TW1 3BZ or highwaysandtransport@richmond.gov.uk.

Further details and application forms can be obtained from the Civic Centre by telephoning 020 8891 1411 or online http://www.richmond.gov.uk/dropped_kerbs. Application forms must be accompanied by a copy of the planning consent to which the application relates and the relevant part of the approved drawing. The cost of these highway works will be charged to the applicant.

U0047476 Street numbering

If you wish to name or number a new development, sub-divide an existing property, or change the name or number(s) of an existing property or development, you will need to apply to the London Borough of Richmond Upon Thames. Further details of this process, fees, and the necessary information and forms that need to be submitted can be found on the Council's website http://www.richmond.gov.uk/street_numbering_and_naming. Alternately you may contact Peter Cridland, Address Management Manager (020 8891 7889 peter.cridland@richmond.gov.uk).

U0047478 CIL liable

The applicant is advised that this permission results in a chargeable scheme under the Borough's and the Mayor of London's Community Infrastructure Levy.

U0047479 Construction Management Statement

The applicants are advised that when drafting the Construction Management Statement, as secured via condition, each 'point' of the condition should form a sub-heading in the Statement. Where a point is not applicable please state this, with justification.

U0047489 NS1 Thames Water informative

There are public sewers crossing or close to your development. If you're planning significant work near our sewers, it's important that you minimize the risk of damage. We'll need to check that your development doesn't limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes.

<https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>.

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020

3577 9483 or by emailing wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

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Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. Should you require further information please refer to our website.

<https://developers.thameswater.co.uk/Developing-a-large-site/Apply-and-pay-for-services/Wastewater-services>

Please read our guide 'working near our assets' to ensure your workings will be in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes> Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk.

If you are planning on using mains water for construction purposes, it's important you let Thames Water know before you start using it, to avoid potential fines for improper usage. More information and how to apply can be found online at thameswater.co.uk/buildingwater.

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

The applicant should contact Thames Water to discuss their proposed development in more detail. All enquiries from developers in relation to proposed developments should be made to Thames Waters Developer Services team. Their contact details are as follows:

Thames Water Developer Services
Reading Mail Room
Rose Kiln Court
Rose Kiln Lane
Reading
RG2 0BY
Tel: 0800 009 3921
Email: developer.services@thameswater.co.uk

END OF SCHEDULE OF CONDITIONS AND INFORMATIVES FOR APPLICATION
19/3616/FUL

FUL Applications

Making an Appeal – Summary Guidance

Whether to appeal

If the Local Planning Authority (LPA) turn down your application, you should look carefully at the reasons why they turned it down before you make an appeal. You should speak to the LPA to see if you can sort out the problem - perhaps by changing your proposal. An appeal should only ever be a last resort.

Type of appeal:

Planning Application

Appeal time:

Within six months of the date of the council's decision letter.

Who can appeal?

The applicant or their agent may lodge an appeal.

The right of appeal:

You can appeal against the council's decision:

- If you applied to the Local Planning Authority and they:
 - Refused permission;
 - Gave permission but with conditions you think are inappropriate;
 - Haven't approved the details of a scheme which they or the Secretary of State have already given outline planning permission for or;
 - Have approved the details of a scheme but with conditions you think are inappropriate or unreasonable.
- If the LPA rejected a proposal arising from a condition or limitation on a planning permission.
- If the LPA don't decide your application within the time allowed. Normally the time allowed is eight weeks from when they accept your application.
- If the LPA told you they needed more information before they could decide your outline planning application, but you do not want to supply this.

You will make your appeal to the Department for Communities and Local Government of which the Planning Inspectorate is a part. Most are decided by specialist officers in the Planning Inspectorate. Only the person or business applying for consent to display an advertisement may appeal. If the council issues a discontinuance notice, only those on whom the notice is served may appeal.

The appeal process:

Appeals must be made

- Online at www.planninginspectorate.gov.uk, or
- Initial Appeals, The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN.

It will be expected that all appeal documentation will be submitted electronically.

The process is fully documented on the website of the Planning Inspectorate www.planninginspectorate.gov.uk, however in summary there are three main types of appeal:

Written procedure:

Written evidence is considered from the applicant/agent/business and the council. The council will send copies of any letters of objection or support they received when considering your application. Within six weeks of the Inspectorate

Official

receiving your appeal forms the council will send a copy of their statement to the Inspectorate. You must make any comment on these within three weeks.

Hearing procedure:

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Hearings allow you and the council to exchange views and discuss your appeal. Before the hearing the council will send a copy of their statement to you and the Inspectorate. You can comment on their statement in writing otherwise the Inspectorate will treat the reasons given in your appeal form as the basis of your case for discussion.

Hearings are usually held in council offices. The Inspector leads the discussion and invites the people involved to put their points across. The Inspector will visit the site unaccompanied before the hearing and will make a further accompanied visit as part of the hearing.

Inquiry procedure:

Inquiries are normally for large-scale applications. A public inquiry is a formal procedure in which both parties have legal representation.

Making your views known on someone else's appeal:

The LPA will notify anyone who took part in the consultations when you first applied for permission that you are appealing. For appeals decided by hearing or inquiry the LPA will tell interested people when and where this will be and let them know that they can attend. The Inspectorate will also take account of the views of certain groups who have a right to comment, for example, owners of a site, local amenity groups and so on.

Costs:

Normally you and the council will pay for your own expenses in an appeal. You can only claim costs when you can show that the council have behaved in an unreasonable way causing unnecessary expense.

Who to contact?

The Planning Inspectorate

Website www.planninginspectorate.gov.uk

Email enquiries@pins.gsi.gov.uk

Telephone 0303 444 5000

Write to Initial Appeals, The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN

London Borough of Richmond upon Thames

Website www.richmond.gov.uk/planning

Email planningappeals@richmond.gov.uk

Telephone 020 8891 1411 for advice

Write to The Appeals Officer, Development Control, Civic Centre, 44 York Street, Twickenham TW1 3BZ

SCHEDULE 2

Carbon Offset Contribution

The Landowner and/or the Developer covenant with the Council as follows:

1. To pay the Carbon Offset Contribution to the Council prior to the Occupation Date and the Landowner and/or the Developer agree not to permit Occupation unless and until the Carbon Offset Contribution has been paid.

SCHEDULE 3

Affordable Housing

Subject to the provisions of **Schedule 4** to this Agreement, the Landowner and/or the Developer covenant with the Council as follows:

1. **Affordable Housing General Provisions**

- 1.1 To construct or procure the construction of the Affordable Housing Units upon the Application Site in accordance with the provisions of this **Schedule 3**.
- 1.2 To construct or procure the construction of the Affordable Housing Units in the locations as indicated on the plan carrying reference WP-0689-A-0110-P-XX attached to this Agreement at Appendix 2 unless otherwise agreed in writing with the Council.
- 1.3 Unless otherwise agreed by the Council in writing, not to Occupy or permit the Occupation of any Open Market Dwelling until a Registered Provider (such Registered Provider to be on the Council's approved list) has entered into a binding contract with the Landowner for the sale of a long leasehold interest in the Affordable Housing Units.
- 1.4 The Affordable Housing Units shall be Completed, made available for residential occupation and transferred to the Registered Provider or to the Council, as appropriate, upon Practical Completion to a standard fit for residential occupation prior to Occupation of 80% of the Open Market Dwellings.
- 1.5 The Landowner or Developer shall not Occupy 80% of the Open Market Dwellings until:-
- 1.5.1 the Affordable Housing Units have been constructed on the Application Site and made ready for residential occupation in accordance with **paragraph 1.4** above and to the reasonable satisfaction of the Council; and
- 1.5.2 the Affordable Housing Units have been handed over to the Registered Provider or to the Council as appropriate upon their Practical Completion.

2. **Affordable Housing: Use**

- 2.1 Save for the provisions of **paragraphs 2.2 and 2.3** of this **Schedule 3**, the Affordable Housing Units shall not be used for any purpose other than for Affordable Housing.
- 2.2 **Paragraph 2.1** of this **Schedule 3** shall not apply to any Mortgagee or Chargee of the whole or any part of the Affordable Housing provided that:
- 2.2.1 such Mortgagee or Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units; and

- 2.2.2 such Mortgagee or Chargee shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - 2.2.3 if such disposal has not completed within the three month period, the Mortgagee or Chargee shall be entitled to dispose of the Affordable Housing Units free from the covenants in this **Schedule 3** which provisions shall determine absolutely.
- 2.3 Unless otherwise agreed in writing between the Parties, the Affordable Housing Units shall be provided as London Living Rent Homes and shall be made available only to Eligible Occupiers.

SCHEDULE 4

Affordable Housing Viability Assessment

The Landowner and/or the Developer covenants with the Council as follows:-

1. Early Stage Review Trigger

1.1 Where Substantial Implementation has not occurred on or before the Early Stage Review Date, the Landowner/Developer will carry out and submit an Early Stage Review within 20 Working Days of the date on which Substantial Implementation has occurred in accordance with the provisions of this **Schedule 4**.

1.2 The Landowner/Developer shall notify the Council in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.

1.3 Following notification of Substantial Implementation pursuant to **paragraph 1.2** above, the Landowner/Developer shall afford the Council access to the Application Site to inspect and assess whether or not the work which has been undertaken amounts to Substantial Implementation provided always that:-

1.3.1 the Council shall provide the Landowner/Developer with reasonable written notice of its intention to carry out such an inspection;

1.3.2 the Council shall comply fully with the Landowner/Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice;

1.3.3 the Council shall at all times be accompanied by the Landowner/Developer or its agent.

1.4 The Council shall inspect the Application Site within 20 Working Days of receiving notice pursuant to **paragraph 1.2** above and thereafter shall provide written confirmation to the Landowner/Developer within 10 Working Days of the inspection date as to whether or not the Council considers that the works undertaken amount to Substantial Implementation.

2. Late Stage Review Trigger

2.1 The Landowner/Developer will carry out a Late Stage Review in accordance with the provisions of this Schedule on the Late Stage Review Date.

- 2.2 The Landowner/Developer shall not Dispose of more than 75% of the Open Market Dwellings until the Late Stage Review has been completed and agreed (or determined) in accordance with the following provisions of this **Schedule 4**.

3. Submission of Development Viability Information

- 3.1 If an Early Stage Review is triggered pursuant to **paragraph 1** above, the Landowner/Developer shall submit the Development Viability Information required pursuant to **paragraph 1.1** above on an open book basis to the Council within 20 Working Days of the date on which Substantial Implementation has occurred.
- 3.2 In respect of the Late Stage Review, the Landowner/Developer shall submit the applicable Development Viability Information on an open book basis to the Council within 20 Working Days of the Late Stage Review Date.
- 3.3 The Landowner/Developer will give the Council not less than 20 Working Days advance written notice of the date on which any Development Viability Information is intended to be submitted.

4. Proposals for Additional Affordable Housing or Affordable Housing Contribution

- 4.1 In the case of the Early Stage Review, the Landowner/Developer will submit to the Council together with any applicable Development Viability Information:
 - 4.1.1 a written statement that applies the applicable Development Viability Information to Formula 1b and Formula 2 and confirming whether in the Landowner/Developer's view any Additional Affordable Housing can be provided; and
 - 4.1.2 where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme.
- 4.2 In respect of the Late Stage Review, the Landowner/Developer will submit to the Council with any applicable Development Viability Information confirmation as to whether in the Landowner/Developer's view any Affordable Housing Contribution is payable.

5. Assessment of Development Viability Information

- 5.1 In the case of an Early Stage Review, the Council shall assess any submitted Development Viability Information within 20 Working Days of receipt of such information and shall assess whether in its view Additional Affordable Housing is required to be delivered in accordance

with Formula 1b and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Landowner/Developer.

- 5.2 In the case of a Late Stage Review, the Council shall assess any submitted Development Viability Information within 20 Working Days of receipt of such information and shall assess whether in its view an Affordable Housing Contribution is payable in accordance with Formula 3 and Formula 4 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Landowner/Developer.
- 5.3 The Council may appoint External Consultants to assess any Development Viability Information they receive and shall appoint any External Consultants within 10 Working Days of receipt of such information.
- 5.4 In the event that the Council and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Landowner/Developer shall provide any information reasonably required to the Council or any External Consultant (as applicable and with copy to the other parties) within 15 Working Days of receiving the relevant request and this process may be repeated until the Council and/or any External Consultant (as applicable) has all the information it reasonably requires.
- 5.5 The Council will notify the Developer in writing of its intended decision as to whether any Additional Affordable Housing is required under the Early Stage Review and whether any Affordable Housing Contribution is due under the Late Stage Review within 10 Working Days of carrying out its assessment or following receipt of any additional information pursuant to **paragraph 5.4** above.
- 5.6 If the Council determines that Additional Affordable Housing or an Affordable Housing Contribution (as applicable) is required, the Landowner/Developer shall deliver the Additional Affordable Housing and pay the Affordable Housing Contribution (as applicable) in accordance with provisions of this **Schedule 4**.
- 5.7 Where the Council determine that Additional Affordable Housing is required under the Early Stage Review, the Landowner/Developer shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 20 Working Days of the date on which it receives the Council's notice pursuant to **paragraph 5.5** of this **Schedule 4**.
- 5.8 If the Council's assessment of the Early Stage Review concludes that:-
- 5.8.1 a policy surplus arises following the application of Formula 1b but such policy surplus is insufficient to provide any units of Additional Affordable Housing pursuant to Formula 2; or

- 5.8.2 a policy surplus arises following the application of Formula 1b but such policy surplus cannot deliver a complete number of units of Additional Affordable Housing pursuant to Formula 2;

then in either scenario any such policy surplus attributable to any incomplete units of Additional Affordable Housing shall be payable to the Council as a financial contribution towards offsite Affordable Housing in accordance with **paragraph 7** below.

- 5.9 The Landowner/Developer will pay the Council's costs which are reasonably and properly incurred in assessing any Development Viability Information including those of the External Consultant within 20 Working Days of receipt of a written request for payment.
- 5.10 The Landowner/Developer shall not Occupy or permit Occupation of any of the Open Market Dwellings until an Additional Affordable Housing Scheme has been approved by the Council in writing pursuant to **paragraph 5** of this **Schedule 4**.

6. **Delivery of Additional Affordable Housing**

- 6.1 Where it is determined pursuant to **paragraph 5** of this **Schedule 4** that Additional Affordable Housing is required pursuant to the Early Stage Review, the Landowner/Developer shall not Occupy more than 80% of the Open Market Dwellings until:

- 6.1.1 the Additional Affordable Housing has been constructed on the Application Site and made ready for residential occupation in accordance with **paragraph 1.1** of **Schedule 3** and to the reasonable satisfaction of the Council;
- 6.1.2 the Additional Affordable Housing has been transferred to the Registered Provider approved pursuant to **paragraph 1.2** of **Schedule 3** upon their Completion, or to the Council as appropriate; and
- 6.1.3 the Landowner/Developer has entered into a binding agreement to grant a long lease or lease for a term of at least 125 years to the Registered Provider approved pursuant to **paragraph 1.2** of **Schedule 3** and evidence of such agreement has been provided to the Council.

- 6.2 The Parties agree that the terms of **Schedule 3** (Affordable Housing) shall apply mutatis mutandis to the provision of any Additional Affordable Housing.

7. **Payment of Affordable Housing Contribution**

- 7.1 Where it is determined pursuant to **paragraph 5** above that an Affordable Housing Contribution is payable pursuant to a Late Stage Review or a payment is due following an

Early Stage Review which has resulted in a surplus pursuant to **paragraph 5.8.2** the Landowner/Developer shall pay such Affordable Housing Contribution to the Council no later than 20 Working Days after such determination.

- 7.2 The Landowner/Developer shall not Occupy or permit Occupation of more than 80 per cent of the Open Market Dwellings unless and until any Affordable Housing Contribution required pursuant to **paragraph 5.2** of this **Schedule 4** has been paid to the Council.

SCHEDULE 5

Car Free Housing

The Landowner and/or the Developer covenant as follows:

1. To procure that equivalent restrictions to those set out in Paragraphs 2 and 3 of this Schedule 5 are included in any freehold, leasehold, option, licence or other disposal of a Residential Unit to any Residential Occupier. No Residential Unit shall be used and/or occupied by any Residential Occupier who has at the date of such occupation a (i) Residents Parking Permit or (ii) a contract to park a Motor Vehicle in any car park owned controlled or licensed by the Council unless such Residential Occupier is or becomes entitled to be a holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 and **Provided That** the Residential Occupier has first notified the S106 Monitoring Officer in writing of such entitlement and has provided proof thereof if required to do so by the Council and for the avoidance of doubt any Residential Occupier whilst residing using and or Occupying a Residential Unit shall not purchase or procure the purchase of a Resident's Parking Permit for a Residents Parking Bay within a Controlled Parking Zone within the London Borough of Richmond Upon Thames.
2. Each new Residential Occupier of the Development must be informed prior to Occupying any Residential Unit forming part of the Development of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to a Residents Parking Permit and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
3. That the provisions in Paragraphs 2 and 3 of this Schedule 5 above will remain permanently and hereby waive all rights and entitlement (if any) on the part of the Landowner and/or the Developer and its successors in title to a Residents Parking Permit in respect of the Residential Units (unless a Residential Occupier becomes entitled to a disabled person's badge as aforesaid).

SCHEDULE 6

Car Club

The Landowner and/or The Developer Covenant As Follows:

1. From the Occupation Date to arrange and pay for 1 year free membership of a Car Club for each Residential Occupier.

SCHEDULE 7

Highway Works

The Landowner and/or the Developer covenant as follows:

1. Not to Occupy or permit the Occupation of any Open Market Dwelling until an agreement under S278 of the Highways Act 1980 to construct the Highway Works (as defined in paragraph 2 below) has been entered into by the Landowner and the Developer.
2. For the purposes of this Schedule 7, the "Highway Works" shall include the following works, unless otherwise agreed in writing between the Parties:
 - 2.1 resurfacing of the footway on Mary's Terrace and Station Yard along the southern frontage of the Application Site from a point immediately west of the Development to a point immediately east of the Station Yard/Station Road priority junction as indicatively shown on the Application Site Plan;
 - 2.2 improvements to lighting on the pedestrian route from the Application Site to London Road;
 - 2.3 the installation of two parallel disabled vehicular parking bays on the carriageway on Mary's Terrace, including lining and signage, as indicatively shown on the Application Site Plan. This will require a Traffic Management Order under the Road Traffic Regulation Act 1984;
 - 2.4 pedestrian crossing improvements at the Mary's Terrace/Station yard priority junction to be completed to the satisfaction of the London Borough of Richmond Upon Thames' Engineer.

THE COMMON SEAL of LONDON
BOROUGH OF RICHMOND UPON THAMES was
hereto affixed)

in the presence of:)

[Redacted signature area]

Authorised Signatory



Authorised Signatory

EXECUTED as a deed by
affixing the COMMON SEAL of
NETWORK RAIL INFRASTRUCTURE
LIMITED
in the presence of: [Redacted]

SEAL NO.)

) 44340)

Authorised Signatory

ASSISTANT COMPANY SECRETARY

Authorised Signatory as approved
by a resolution of the board of
Network Rail Infrastructure Limited
on 19 October 2015

EXECUTED as a deed by
SOLUM REGENERATION (TWICKENHAM) LLP
acting by a ~~director and its secretary~~
~~or two directors~~ two members

[Redacted signature area]

[Redacted signature area]

[Redacted signature area]

AG.

Director Signature of member
(Kier HoldCo
Representative)

Secretary/Director Signature of member
(NR HoldCo
Representative)

APPENDIX 1

GLA Formulas

FORMULA 1B

"Policy Surplus"

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

Where:

A = Early Stage Review gross development value (to include any Public Subsidy given or committed) as determined at the date of the review

B = application gross development value as determined at the grant of the Planning Permission

C = early stage build costs as determined at the date of the review

D = application build costs at the grant of the Planning Permission

P = developer profit on change in gross development value calculated by:

$$(A - B) \times Y;$$

Y = developer profit as a percentage of gross development value as determined in the application viability appraisal being the blended profit based on a 18.75% on GDV in respect of the private market housing, and 6% on the GDV in respect of the Affordable Housing and 15% on GDV in respect of other revenues (office retail and ground rent revenues).

Notes:

(A - B) = change in gross development value from the date of Planning Permission to the date of review (£)

(C - D) = change in build costs from the date of Planning Permission to the date of review (£)

FORMULA 2

X = additional social rented housing requirement habitable rooms

$$X = ((E \times F) \div (A - B)) \div D$$

Y = additional intermediate housing requirement (habitable rooms)

$$Y = ((E \times G) \div (A - C)) \div D$$

Where:

A = average remaining unit value per m² (£)

B = average social rented housing value per m² (£)

C = average intermediate housing value per m² (£)

D = average habitable room size for scheme being XXm²

E = surplus profit available for additional affordable housing as determined in Formula 1b (£)

F = percentage of surplus profit available for additional affordable housing to be used for Social Rented Housing 70%

G = percentage of surplus profit available for additional affordable housing to be used for Intermediate Housing 30%

Notes:

(A - B) = difference in average value of market housing per m² and average value of Social Rented housing per m² (£)

(A - C) = difference in average value of market housing and average value of Intermediate Housing per m² (£)

(E * F) = policy surplus to be used for Social Rented Housing (£)

(E * G) = policy surplus to be used for Intermediate Housing (£)

(E * F) ÷ (A - B) = additional Social Rented Housing requirement (m²) (£)

(E * G) ÷ (A - C) = additional Intermediate Housing requirement (m²) (£)

and where additional surplus profit is available following the calculation set out in Formula 2 and the affordable housing cap tenure split has not been achieved, the additional surplus shall be used for the provision of additional Social Rented Housing until the Affordable Housing tenure split is achieved.

FORMULA 3

Affordable Housing Contribution = ((A + B - C) - (D + E - F) - P) × 0.60

Where:

A = Late Stage Review gross development value (to include any Public Subsidy given or committed) achieved on sale/ lease of 75 per cent of residential units and gross development value from other parts of the Development sold / let and other income receipts (£) determined as part of the review

B = late stage estimated gross development value for parts of the Development that are yet to be sold/ let and other income sources (£) determined as part of the review

C = the figure given as the late stage gross development value or the application gross development value if Early Stage Review has not been carried out

D = late stage build costs incurred at Late Stage Review Date determined as part of the review

E = late stage estimated build costs for the remainder of the Development determined as part of the review

F = the figure given as the early stage build costs or the application build costs if Early Stage Review has not been carried out

$$P = (A + B - C) \times Y$$

Y = developer profit as a percentage of gross development value as determined in the application viability appraisal being the blended profit based on a 18.75% on GDV in respect of the private market housing, and 6% on the GDV in respect of the Affordable Housing and 15% on GDV in respect of other revenues (office retail and ground rent revenues)

Notes:

(A + B) - C = the change in gross development value from the grant of Planning Permission (or review 1) to review 2 (£)

(D + E) - F = the change in build costs from the grant of Planning Permission (or review 1) to review 2 (£)

P = developer profit on change in gross development value (£)

0.6 = any surplus profit, after deducting developer profit (P), will be shared between the Council and the Developer with 60 per cent used for the Affordable Housing Contribution

FORMULA 4

X = Review 2 Cap

$$X = (((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

A = average remaining unit value per m² (£)

B = average value of Social Rented Housing per m² (£)

C = average value of Intermediate Housing per m² (£)

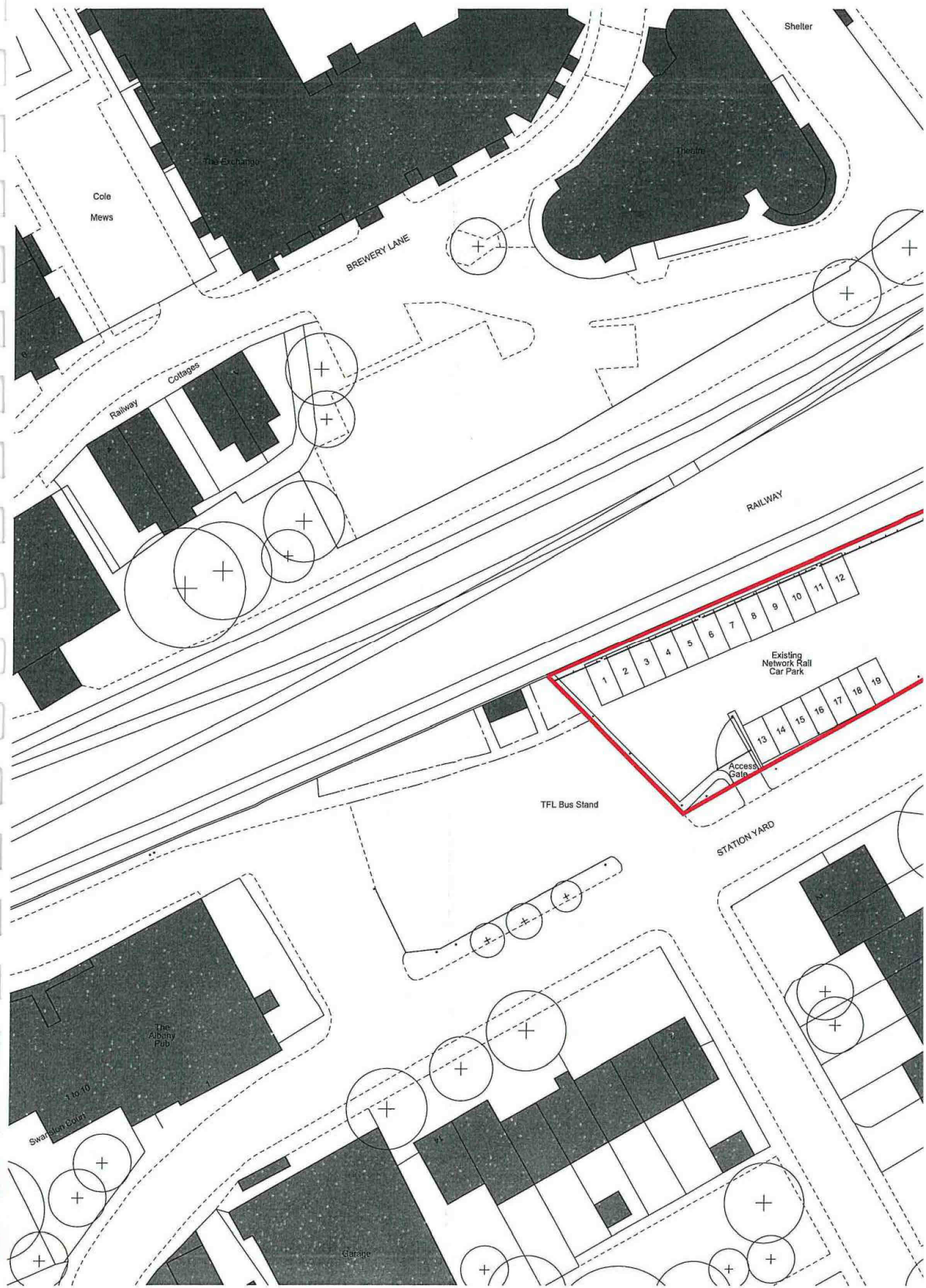
D = average habitable room size of the Development being XX m²

E = Social Rented Housing shortfall on-site being XXX habitable rooms or as updated following Early Stage Review (if this takes place) based on the following calculation: XXX habitable rooms - additional Social Rented Housing requirement (habitable rooms) determined by review 1

F = Intermediate Housing shortfall on-site being (XXX habitable rooms) or as updated following Early Stage Review (if this takes place) based on the following calculation: XXX habitable rooms - additional Intermediate Housing requirement (habitable rooms) determined by Early Stage Review

APPENDIX 2

Plans



Shelter

The Exchange

Theatre

Cole Mews

BREWERY LANE

Railway Cottages

RAILWAY

Existing Network Rail Car Park

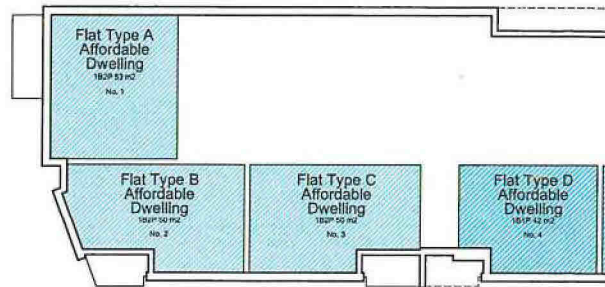
TFL Bus Stand

STATION YARD

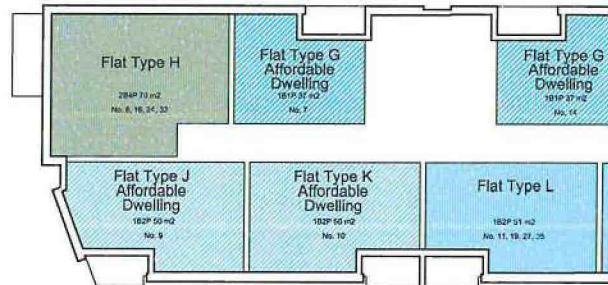
The Albany Pub

Swanston Court
1 to 10

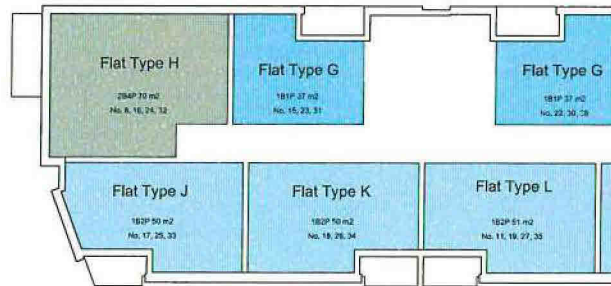
Garage



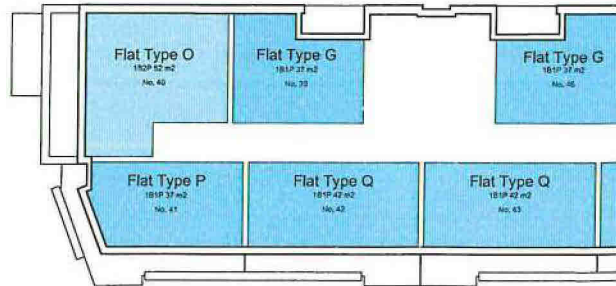
01 Flat Types Level 0
0110 Ground Floor 1:200@A1



02 Flat Types Level 1
0110 First Floor 1:200@A1



03 Flat Types Level 2, 3 & 4
0110 Typical Mid Floor 1:200@A1



04 Flat Types Level 5
0110 Top Floor 1:200@A1

