

THIS DEED OF AGREEMENT is made the 7<sup>th</sup> day of JUNE 2022  
2022

**BETWEEN**

- (1) **KING'S HOUSE SCHOOL TRUST (RICHMOND) LIMITED** (Company House Registration Number 00590559) whose registered office is situate at 68 Kings Road, Richmond, Surrey, TW10 6ES ("the **Owner**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham Middlesex, TW1 3BZ ("the **Council**"); and
- (3) **LLOYDS BANK PLC** (Company Registration Number 2065) whose registered office is situate at 25 Gresham Street, London, EC2V 7HN ("the **Mortgagee**")

**INTERPRETATION**

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

<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"Arts / Classroom Block"</b>	means the block shown edged Blue on Plan 2
<b>"CAVAT System"</b>	means a methodology for ascribing a 'Capital Asset Value for Amenity Trees' applied by the Council pursuant to policy LP 16 of the Council's Local Plan
<b>"Commencement of Development"</b>	means the earliest date upon which a material operation comprised in the Development is begun as defined by section 56(4) of the 1990 Act (and " <b>Commence the Development</b> ", " <b>Commences</b> " and " <b>Commenced</b> " shall be construed accordingly);
<b>"Development"</b>	means the development of the Property as described in the Planning Application;
<b>"Expert"</b>	means an independent person appointed in accordance with the provisions of clause 3(v) to 3(t) to determine a dispute;

<b>"HDM"</b>	means the Council's Head of Development Management or any other officer or person properly exercising the authority of the HDM for the time being;
<b>"Index Linked"</b>	means increased (if applicable) in proportion to movement in the Retail Prices Index (All Items) between 9 February 2022 and the date on which the Tree Replacement Contribution is first payable to the Council in accordance with this Deed;
<b>"Local Plan"</b>	means the adopted policies of the Richmond Upon Thames Local Development Framework Core Strategy 2009 and Development Management Plan 2011;
<b>"Monitoring Fee"</b>	means the sum of two thousand two hundred and thirty two pounds (£2232);
<b>"Mortgage"</b>	means the legal charges dated 5 <sup>th</sup> June 1991 and 25 <sup>th</sup> August 1999 and made between (1) the Owner and (2) the Mortgagee and which affects the Property;
<b>"Planning Application"</b>	means the planning application submitted by the Owner to the Council (and allocated reference 21/1537/FUL) for planning permission for the demolition of a number of existing school buildings; erection of a new two and three story teaching block to include teaching classrooms, music and drama spaces; link between the new teaching block and the existing sports hall which will be extended; internal refurbishment works to existing main school buildings including enlarging the dining hall and library; installation of a sprinkler tank and pump room; reconfigured outdoor playspace; and associated landscape works.
<b>Planning Permission"</b>	means the planning permission that the Council shall grant pursuant to the Planning Application subject to prior completion of this Deed and any further planning permission which may be granted in respect of the Development pursuant to Section 73 of the 1990 Act and any non-material amendment which may be made to any planning permission authorising the Development pursuant to section 96A of the 1990 Act;



<p><b>“Property”</b></p>	<p>means land and property called Kings House School 66-68 Kings Road Richmond TW10 6ES as the same is shown edged red on Plan 1 attached hereto comprising all the land registered at the Land Registry under both title numbers SY200307 and SY9289;</p>
<p><b>“Side Extension”</b></p>	<p>means that part of the building in the location shown edged Green on Plan 2;</p>
<p><b>“Substantial First Stage”</b></p>	<p>means a first stage of works reasonably considered by the Council to materially implement as the case may be:</p> <ul style="list-style-type: none"> <li>(i) the demolition of the Side Extension; or</li> <li>(ii) the construction of the Arts/Classroom Block of such nature and extent as shall be determined through the approval of a relevant Tree Removal Scheme subject to such variations thereto as may be agreed in writing between the Owner and the Council from time to time:</li> </ul>
<p><b>“Tree G2.1”</b></p>	<p>means the Holly Tree identified as G2.1 in the picture attached hereto at Appendix 1</p>
<p><b>“Tree T20”</b></p>	<p>means the Ash Tree identified as T20 in the picture attached hereto at Appendix 1</p>
<p><b>“Tree Replacement Contribution”</b></p>	<p>means the sum of six thousand two hundred and seventeen pounds (£6,217) Index Linked to be used towards:</p> <ul style="list-style-type: none"> <li>(i) the planting of 14 – 18 new trees on streets or in parks within the south and north Richmond wards; and</li> <li>(ii) tree aftercare and maintenance;</li> </ul>
<p><b>“Tree Removal Scheme”</b></p>	<p>means a written scheme to be submitted by the Owner to the Council and approved in writing by the Council and providing reasonable details of the following:</p> <ol style="list-style-type: none"> <li>1. in respect of the demolition of the Side Extension: <ul style="list-style-type: none"> <li>i. a contract which shall have been entered into by the Owner with a reputable contractor in relation to the carrying out of the Development or part thereof and which includes the demolition of the Side Extension; and</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>ii. a demolition method statement identifying one or more stages in the carrying out of the works including a Substantial First Stage;</li> </ul> <p>2. in respect of the construction of the Arts/Classroom Block;</p> <ul style="list-style-type: none"> <li>i. a contract which shall have been entered into by the Owner with a reputable contractor in relation to the carrying out of the Development or part thereof including the construction of the Arts/Classroom Block;</li> <li>ii. a construction method statement identifying one or more stages in the carrying out of the works including a Substantial First Stage</li> </ul> <p>subject to such variation to the Tree Removal Scheme as may be agreed between the Owner and the Council in writing from time to time;</p>
<b>"Use Classes Order"</b>	means the Town and Country Planning (Use Classes) Order 1987 (as amended or superseded);
<b>"Working Day"</b>	means any day (apart from Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday or other day during the Christmas period on which the Council's offices are closed to the public) on which clearing banks in the City of London are open for the transaction of ordinary business and Working Days shall be construed accordingly.

**WHEREAS:**

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106 (9)(d) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (2) The Owner is registered at the Land Registry as the proprietor of the freehold interest in the Property and the Mortgagee is similarly registered as the proprietor of a charge over the Property



- (3) The Council supports the Development but is unable or unwilling to approve the Planning Application or to grant the Planning Permission in the absence of this Deed which makes provision for regulating the Development and securing the matters referred to in this Deed
- (4) At its meeting on 9<sup>th</sup> February 2022 the Council's Planning Committee resolved to approve the grant of planning permission for the Planning Application subject to the completion of an agreement under Section 106 of the 1990 Act to secure the planning obligations in this Deed
- (5) Policy LP 16 of the Council's Local Plan provides that the Council may consider a financial contribution to the provision of an off-site tree in line with the Council's CAVAT System as an alternative to on site provision.

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

**1. Statutory Provisions**

THIS Deed is made pursuant to Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 and the obligations contained in this Deed are planning obligations for the purposes of that section of the 1990 Act insofar as they fall within the terms of Section 106 of the 1990 Act and to the extent that any of the obligations are not planning obligations within the 1990 Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 and all other enabling powers

**2. Covenants**

- 2.1. THE Owner hereby covenants with the Council that it will comply with the obligations contained in Schedule 1
- 2.2. The Council covenants with the Owner to comply with the covenants contained in Schedule 2
- 2.3. This Agreement takes effect on the date hereof
- 2.4. The Mortgagee hereby consents to the Owner completing this Deed with the intention that the Property shall be bound by the terms of this Deed as if it had been executed and registered as a local land charge prior to the execution of the Mortgage which shall be subject to the terms of this Deed accordingly

PROVIDED THAT the Mortgagee shall have no liability under this Deed unless it takes possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

3. IT IS HEREBY AGREED and DECLARED:-

*Miscellaneous agreements and declarations*

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

*Local land charge provisions*

- (g) This Deed is a Local Land Charge and shall be registered by the Council in the Council's Register of Local Land Charges immediately on completion thereof
- (h) The Council will, upon written request by the Owner or the Mortgagee if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations



of the Owner and/or the Mortgagee hereunder have been wholly performed or discharged

*Reference to statutes and statutory instruments*

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

*Variations*

- (j) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied pursuant to section 106A of the 1990 Act
  
- (k) This Deed shall continue to be valid and enforceable in respect of the Development notwithstanding that it shall be carried out wholly or partly pursuant to a further planning permission granted pursuant to Section 73 of the 1990 Act

*English law applicable*

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

*Effect of revocation of planning permission*

- (m) In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely and in that event the Council will repay to the Owner such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent

*Waivers not to be of a continuing nature*

- (n) No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and

conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner

*Liability of subsequent Owner and release of former Owner*

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

*Contracts (Rights of Third Parties) Act 1999*

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

*Release*

- (q) This Deed shall be of no effect (without any further act or deed on the part of either the Council or the Owner) if the Commencement of Development has not taken place within 3 years of the date of this Deed or the Planning Permission having been granted shall be modified or revoked other than at the request of the Owner or the Planning Permission having been granted is quashed following a successful legal challenge and in any such case any sums paid by the Owner under this Deed shall be repaid to the Owner by the Council forthwith together with any interest which may have accrued in respect of such sums from the date on which such a sum was received by the Council until the date of repayment thereof to the Owner

*VAT clauses*

- (r) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof



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

*Interest on late payment*

- (t) If any of the Tree Replacement Contribution due under paragraph 2(b)(i) of the Schedule is not paid to the Council within the timescales stipulated therein, then interest shall be paid on such contribution at the rate of 4% above the Bank of England base rate from time to time in force from the date that the contribution became due to the date of actual payment

*Resolution of Dispute*

- (u) In the event of any dispute arising between the parties, the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party.
- (v) If the parties are unable to resolve the dispute amicably pursuant to clause 3(u), one party may by serving notice on all the other parties (the **Notice**) refer the dispute to an Expert for determination.
- (w) The Notice must specify:
  - i. the nature basis and brief description of the dispute;
  - ii. the clause or paragraph of this Deed pursuant to which the dispute has arisen; and
  - iii. the name and address of the proposed Expert.
- (x) In the event that the parties are unable to agree whom should be appointed as an Expert within 10 Working Days after the date of the Notice then either party may request to the President of the Law Society to nominate the Expert at their joint expense.
- (y) The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the

event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.

- (z) The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not later than 28 Working Days from the date of his appointment to act.
- (aa) The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.

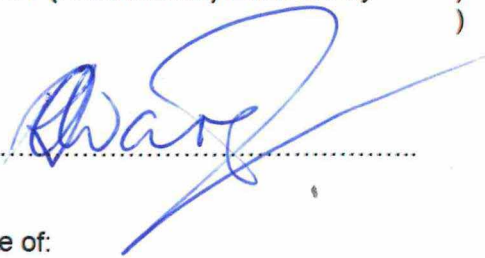
*Community Infrastructure Levy Regulations 2010*

- (bb) The terms of this deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and are fairly and reasonably related in scale and kind to the Development



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

SIGNED AS A DEED on behalf of KING'S HOUSE )  
SCHOOL TRUST (RICHMOND) LIMITED by )  
Two Directors )



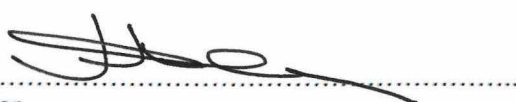
.....  
Director

In the presence of:

Witness name: JOHN LOVELAND .....

Signature: J. Loveland .....

Address: 32 PARKWOOD AVENUE, EDWAR K10 8DQ .....



.....  
Director

In the presence of:

Witness name: JOHN LOVELAND .....

Signature: J. Loveland .....

Address: 32 PARKWOOD AVENUE, EDWAR K10 8DQ .....

SIGNED and DELIVERED as a DEED )  
by )  
..... )  
as attorney for LLOYDS BANK PLC in )  
the presence of: )

Witness signature

Witness name

Witness address

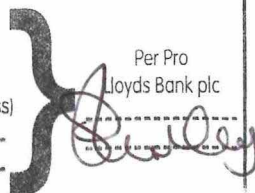
Witness occupation

EXECUTED AS A DEED

BY CASE HANDLER  
as authorised signatory for  
Lloyds Bank plc  
in the presence of (signature of witness)

H. BURROWS  
Holly Burrows  
Woodson Rd, Wolverhampton WV9 5HZ

Per Pro  
Lloyds Bank plc



Diane Elizabeth Shipley

**The Common Seal of  
the London Borough of Richmond** was  
Hereunto affixed in the presence of:

*Stacy*  
WOL CEATG.

Authorised Signatory  
Seal Registration Number:





**SCHEDULE 1  
OWNER'S COVENANTS**

1. The Owner covenants with the Council that it will:
  - 1.1. provide seven (7) Working Days prior written notice to the HDM of its intention to Commence the Development
  - 1.2. forthwith upon completion of this Deed pay to the Council its reasonable and proper legal costs in the preparation and completion of this Deed in the sum of one thousand pounds (£1,000) and the Monitoring Fee
  - 1.3. prior to the Commencement of Development pay the Tree Replacement Contribution to the Council and not to Commence the Development until the Tree Replacement Contribution has been paid to the Council
  - 1.4. prior to the Commencement of Development submit the Tree Removal Scheme to the Council for approval and not to Commence the Development until the Tree Removal Scheme has been approved by the Council
  - 1.5. Not to cause or permit the lopping topping cutting down or uprooting of:
    - 1.5.1. Tree G2.1 until such time as a Substantial First Stage of works to demolish the Side Extension have been completed in accordance with the approved Tree Removal Scheme
    - 1.5.2. Tree T20 until such time as a Substantial First Stage of works to construct the Arts / Classroom Block have been completed in accordance with the approved Tree Removal Scheme

**SCHEDULE 2  
COUNCIL'S COVENANTS**

1. The Council covenants with the Owner that it will:

Use all sums received under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid and not to expend the sums for any other purposes and the Council shall (on the reasonable request of the Owner) provide evidence that the monies have been so applied

- 1.2. Pay to the Owner such part of any payment made to the Council under this Agreement which has not been expended or allocated in accordance with the provisions of this Agreement within five years from the date of receipt by the Council of the payment PROVIDED THAT a payment or part thereof shall be deemed to be "expended" for the purposes of this paragraph where the Council has entered into an arrangement with any person which commits the Council to expending said sum

- 1.3. Not unreasonably withhold or delay their approval of the Tree Replacement Scheme



PLAN 1

PROPERTY LOCATION PLAN

REVISION DETAILS	DATE	DRW BY
P 1	17.01.20	DMA
P 2	16.03.21	DMA
P 3	22.03.22	DMA

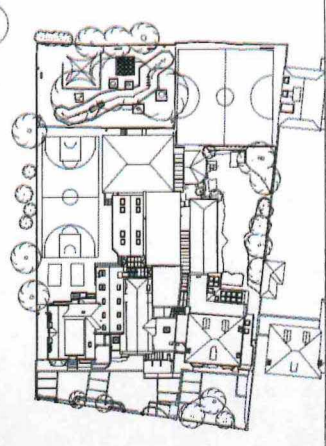
ISSUE FOR	DATE	DRW BY
PLANNING	17.01.20	DMA
PLANNING ISSUE	16.03.21	DMA
SITE LOCATION PLAN	22.03.22	DMA
REQUEST		



— DEVELOPMENT BOUNDARY



KEY RESIDUAL RISK  
KEY PLAN



ORIGINATOR	TITLE
DMA	SITE LOCATION PLAN

PROJECT	PURPOSE OF ISSUE	STATUS	REVISION
KING'S HOUSE	FOR INFORMATION	S2	P3
SCHOOL 68 KING'S ROAD RICHMOND TW9 0ES	JOB NO SCALE	DRAWN	CHECKED/ APPROVED
	515   1:1250@A3	MF	Kvds DMA
PROJECT ORIGINATOR	VOLUME	LEVEL	TYPE
KHS	DMA	XX	GF
		DR	A
		DOC NO	02101



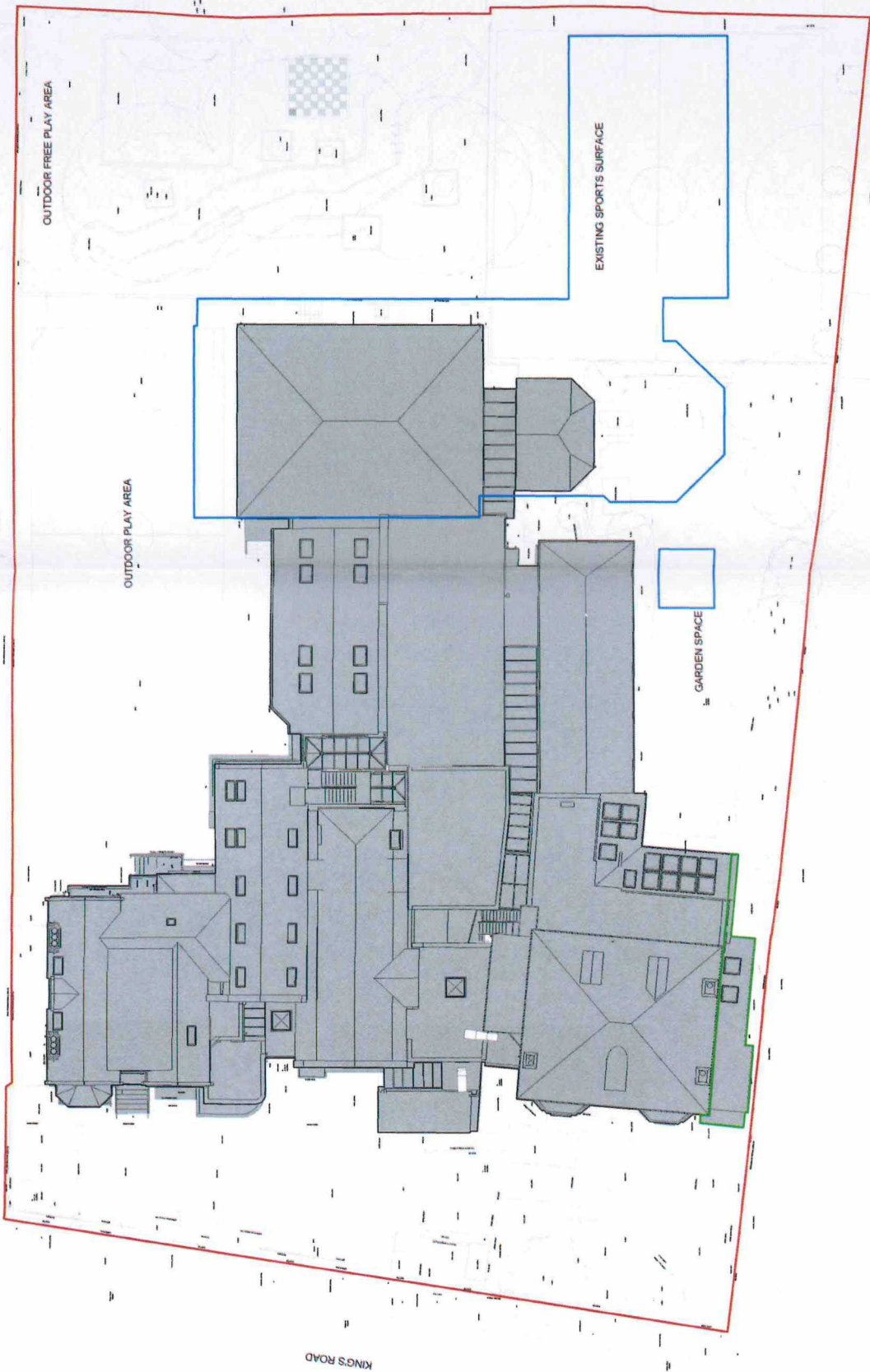
**PLAN 2**

**SIDE EXTENSION AND ARTS/CLASSROOM BLOCK**



DATE	REVISION/DETAILS	DESIGNED BY
17.01.20	1. SITE PLAN FOR 64 KINGS ROAD	DMA
18.03.21	2. PLANNING BOARD	DMA
20.04.21	3. REVISIONS TREE LOCATION	DMA
21.03.22	4. SITE PLAN REQUEST	DMA

CHARMOUTH COURT



KING'S ROAD

64 KING'S ROAD

64A KING'S ROAD

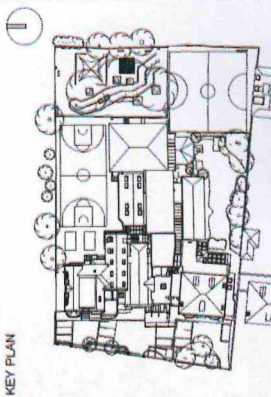


- KEY
- 66 KING'S ROAD EXTENSION TO BE REMOVED
  - PROPOSED CLASSROOM AND ARTS BLOCK



KEY RESIDUAL RISK

KEY PLAN



ORIGINATOR		TITLE		STATUS		REVISION	
DMA	DMA	SITE BLOCK PLAN - EXISTING		S2	P4		
PROJECT		PURPOSE OF ISSUE		FOR INFORMATION			
KINGS HOUSE		KINGS HOUSE		KINGS HOUSE			
SCHOOL OF ARTS		SCHOOL OF ARTS		SCHOOL OF ARTS			
TWO STORES		TWO STORES		TWO STORES			
FORM NO		FORM NO		FORM NO			
515		515		515			
SCALE		SCALE		SCALE			
1:200 (A1)		1:200 (A1)		1:200 (A1)			
LEVEL		LEVEL		LEVEL			
XX		XX		XX			
TYPE		TYPE		TYPE			
GF		GF		GF			
DR		DR		DR			
A		A		A			
SCD NO		SCD NO		SCD NO			
02102		02102		02102			

APPENDIX 1

PHOTOGRAPH OF TREE G2.1  
PHOTOGRAPH OF TREE T20



Tree T20



Tree G2.1



Dated

2022

**KING'S HOUSE SCHOOL TRUST  
(RICHMOND) LIMITED (1)**

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH  
OF RICHMOND UPON THAMES (2)**

**LLOYDS BANK PLC (3)**

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**DEED OF AGREEMENT  
made under Section 106 of the  
Town & Country Planning Act 1990  
relating to Kings House School 66-68 Kings  
Road Richmond TW10 6ES**

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Louise Round  
Managing Director, South London Legal  
Partnership  
Gifford House  
67c St Helier Avenue  
Morden  
SM4 6HY

Hb/217-2165