

Dated 19th DECEMBER 2022

STATION ROAD TEDDINGTON LIMITED

TO

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

**DEED OF UNILATERAL UNDERTAKING
made under Section 106 of the Town &
Country Planning Act 1990 and Section 16 of
the Great London Council (General Powers)
Act 1974 relating to Sugden Hall Station Road
Teddington TW11 9AA**

Louise Round
Managing Director, South London Legal Partnership
Gifford House
67c St Helier Avenue
Morden
SM4 6HY
R/HB/217-2199

THIS UNILATERAL UNDERTAKING is made as a Deed the 19th day of DECEMBER 2022

BY

- (1) **STATION ROAD TEDDINGTON LIMITED** (company registration number TGL562783) whose registered office is situated at 15 Broad Lane Hampton Middlesex TW12 3AL ("the Owner")

TO

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

INTERPRETATION

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

"1972 Act"	means the Local Government Act 1972
"1974 Act"	means the Greater London Council (General Powers) Act 1974
"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"2011 Act"	means the Localism Act 2011
"Business Operator"	means any person or company operating a business means a person or company operating a business from the Use Class E Restricted Unit including their Employees and the term "Business Operators" shall be construed accordingly
"Business Parking Permit"	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing for a Motor Vehicle to park in a Business Parking Bay
"Business Parking Bay"	means a marked highway parking space designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1986 the Parking Act 1989 or the Road

	Traffic Act 1991 (or other relevant legislation) for use by residents of the locality on which the Development is situated
"Commencement of Development"	means the earliest date upon which a material operation is begun in accordance with the provisions of section 56 (4) of the Act and "Commence the Development" shall be construed accordingly
"Commencement Date"	means the date on which the Commencement of Development occurs
"CPZ"	means the controlled parking zone T - Teddington or any controlled parking zone amending or replacing the same
"Development"	means the development of the Property as described in the Planning Application
"Disabled Persons Badge"	means a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970 (or such other legislation as may supersede it and provide for the issue of disabled persons parking badges/permits)
"Employee"	<p>means any person working for a Business Operator, whether by virtue of their:</p> <ul style="list-style-type: none"> (i) having an employment contract with a Business Operator (including apprentices); (ii) working as agency staff or; (iii) working in a voluntary capacity <p>and the term "Employees" shall be construed accordingly;</p>
"HDM"	means the person the Council shall appoint as Head of Sustainable Communities responsible for planning services for the time being
"LDM"	means the adopted policies of the Richmond Upon Thames Local Development Framework Core Strategy 2009 and Development Management Plan 2011
"Monitoring Fee"	means the sum of eight hundred and thirty two pounds (£832) being the Council's proper and reasonable costs for monitoring the planning obligations in this Deed

“Motor Vehicle”	means any mechanically propelled vehicles intended or adapted for use on a road and/ or highway and the term “Motor Vehicles” shall be construed accordingly
“Occupy”	means beneficially occupy but not including occupation by persons engaged in construction fitting out or decoration or occupation as a showroom or sales office for advertising marketing or display purposes or occupation in relation to site security and management of the Property (and “Occupied” “Occupies” and “Occupation” shall be construed accordingly)
“Plan”	means the plan identifying the Property attached hereto
“Planning Application”	means the planning application submitted by the Owner and registered by the Council on the 21 st March 2021 bearing reference number 21/4099/FUL for the change of use from F1 (learning and non-residential institutions) to E medical (mental therapy)
“Planning Permission”	means planning permission that may be granted by the Council pursuant to the Planning Application
“Property”	means land known as Sugden Hall Station Road Teddington TW11 9AA that is registered at HM Land Registry with freehold title absolute under title number TGL562783 delineated in red on the plan attached hereto being a copy of the plan attached hereto
“Undertakes”	means undertakes pursuant to section 16 of the Greater London Council (General Powers) Act 1974 and “Undertakings” shall be construed accordingly
“Use Class E Restricted Unit”	the unit comprised in the Development pursuant to use class E (d) (e) and (f) of the Use Classes Order together with amenity space or a right to use the same (whether in common or not with others provided therewith)
“Use Classes Order”	means the Town and Country Planning (Use Classes) Order 1987 (as amended)

WHEREAS:

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106(a) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (2) the Owner is registered at the Land Registry with absolute title as the proprietor of the freehold interest in the Property
- (3) Policies DM TP2 and DM TP8 of the LDF Development Management Plan 2011 provide that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it and new development should be acceptable in terms of traffic generation and traffic impact in the road
- (4) the Owner has agreed to enter into this Deed so that it may be taken into account as a material consideration in the determination of the Planning Application by the Council

NOW THIS DEED WITNESSETH as follows:

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions
2. THE Owner hereby UNDERTAKES to the Council:
 - (a) To notify the HDM with seven days prior written notice of the Commencement of Development and a further written notice of the Commencement Date within seven days occurrence of the same
 - (b) not to dispose of to any person or occupy or allow any person to be a Business Operator unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (3) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Business Parking Permit to park a Motor Vehicle in any Business Parking Bay or other place within the CPZ nor will the Council enter into a

contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council

- (c) Not to use the Property at any time other than as either use class E (d) (e) or (f) of the Use Classes Order as specified in the Planning Application and for no other purpose whether or not within Use Class E
- (d) on the date hereof to pay to the Council its legal costs incurred in the preparation and completion of this Deed in the sum of eight hundred and fifty pounds (£850) and the Monitoring Fee

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" 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

Reference to statutes and statutory instruments

- (h) 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

- (i) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation
- (j) This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of the Planning Application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

English law applicable

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

Effect of revocation of planning permission

- (l) 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

- (m) 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

- (n) 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

- (o) 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 and the Owner

Release

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

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

SIGNED AS A DEED BY
STATION ROAD TEDDINGTON LIMITED

Acting by

Director



ROBIN J.B. MALLIN

~~Director/Secretary~~

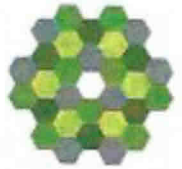
DIRECTOR



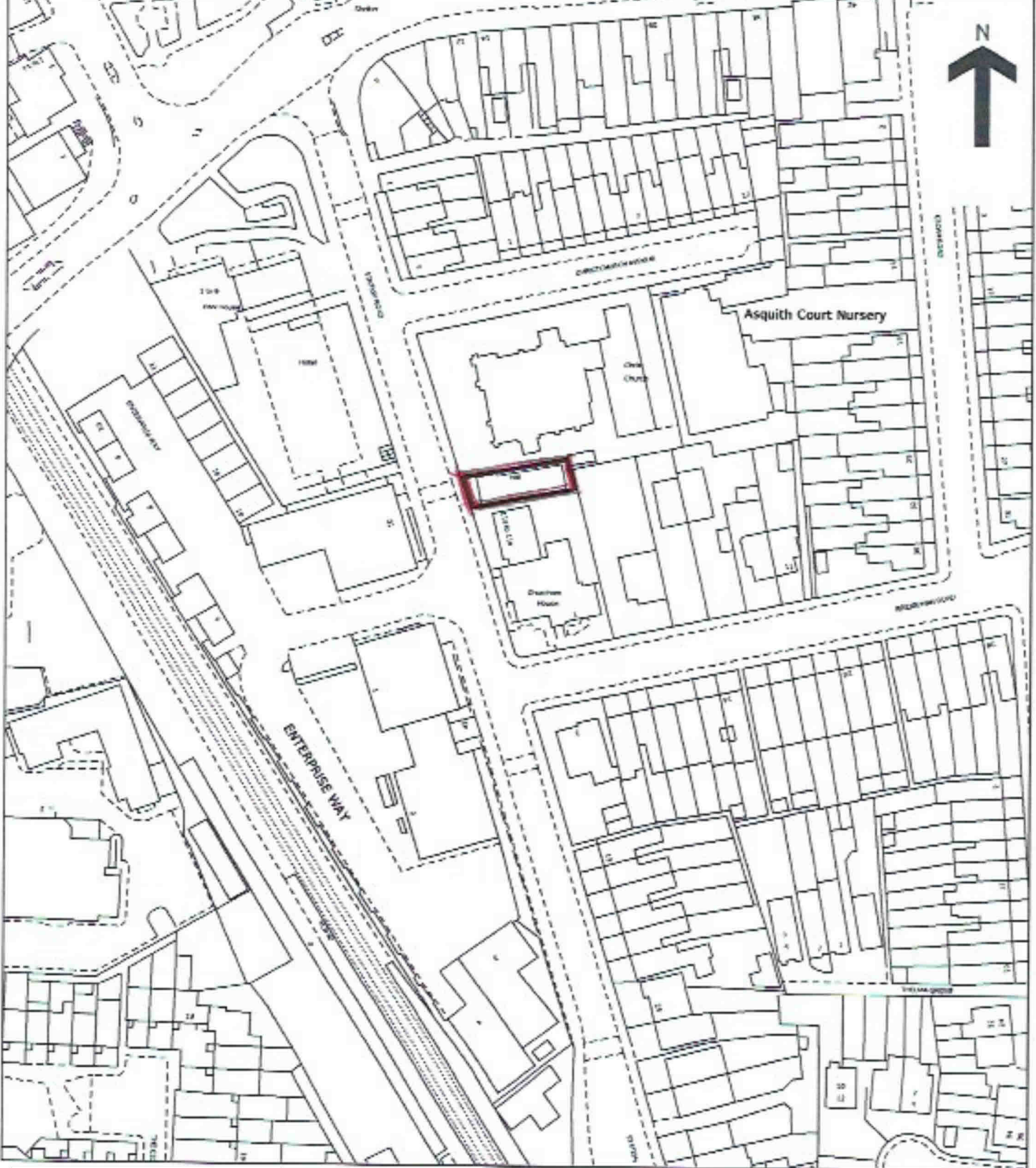
GAIL B. MALLIN

HM Land Registry
Official copy of
title plan

Title number **TGL562783**
Ordnance Survey map reference **TQ1671SW**
Scale **1:1250**
Administrative area **Richmond upon Thames**



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[Redacted]

19th DECEMBER 2022

ROBIN J.B. MALLIN, DIRECTOR STATION ROAD TEDDINGTON LTD,
[Redacted] DIRECTOR STATION ROAD TEDDINGTON LTD.

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