

DATED

17th January

202~~2~~3

RICHMOND CHARITIES

AND

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

**AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT
1990 (AS AMENDED)
RELATING TO Garages rear of 20 – 34 St Marys Grove Richmond
22/2082/FUL**

Head of Civic and Legal Services
London Borough of Richmond Upon Thames
Civic Centre
44 York Street
Twickenham
TW1 3BZ

Ref: DLEE/217-2235

THIS DEED OF PLANNING OBLIGATION is made on the 17th day of January
2023

BETWEEN

- (1) **RICHMOND CHARITIES** (charity number 200431) whose registered office address is 95 Sheen Road Richmond TW9 1YJ ("the Owner") and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic centre 44 York Street Twickenham TW1 3BZ ("the Council")

WHEREAS

- (1) The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated
- (2) The Owner is the freehold owner of the whole of the Site which interest is registered at HM Land Registry against title number TGL152092 and part of TGL242971
- (3) The Owner submitted the Application for the Development to the Council
- (4) The Council has decided to grant the Full Permission, subject to the prior completion of this deed

NOW THIS DEED WITNESSETH as follows

1. ENABLING POWERS

This deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974 and any other enabling statutory provisions with the intent that the terms hereof will be planning obligations so as to bind the Owner's interest in the Site as hereinafter provided and shall be enforceable by the Council as local planning authority against the Owner and/or its successors in title as appropriate and assigns and the persons claiming under or through them

2. DEFINITIONS

In this deed the following expressions shall have the meanings given to them in this clause: -

"Accessible and Adaptable Standard" as a category 2 – accessible and adaptable dwelling 'M4(2)' as described in Approved Document M, Volume 1 of the Building Regulations 2010 (2015 Addition) – 'Access to and use of buildings' to meet the needs of occupants with differing needs including some older or disabled people or to allow for the future adaptation of an Accessible and Adaptable Dwelling to meet the changing needs of occupants over time

"Accessible and Adaptable Dwelling" the Dwelling comprising plot 5 identified as accessible and adaptable to the Accessible and Adaptable Standard on Plan 2

“Act” Town and Country Planning Act 1990 (as amended)

“Affordable Private Rent” at a rent set at a level (inclusive of service charges) not exceeding the Local Housing Allowance

“Annual Income Cap” the annual income cap shall be the gross total household income cap for affordable private rent tenure accommodation for the London Borough of Richmond Upon Thames as updated annually in the London Plan Annual Monitoring Report (currently sixty thousand pounds (£60,000) (London Plan AMR 16, published March 2021; para 3.86) or any such alternative annual income cap (including any annual cap adopted by the Council) as shall be agreed between the parties acting reasonably

“Application” the application for planning permission for the Development validated by the Council on 30 June 2022 and given reference number 22/2082/FUL

“Close Relative” parent, son, daughter, brother, or sister

“Commencement of Development” the carrying out of a material operation as defined in section 56(4) of the Act pursuant to a Planning Permission (irrespective of non-compliance with any condition of a Planning Permission) (and the phrase “Commence the Development” shall be construed accordingly)

“CPZ” means any controlled parking zone in operation on the public highway upon which the Development abuts in which the

parking and waiting of motor vehicles on the public highway is restricted and regulated by a traffic management order made pursuant to the Road Traffic Regulations Act 1974

“Development” the full proposal for the demolition of 17 existing garages and erection of five one-bed single storey dwellings (alms-houses) for the over 65s to be carried out pursuant to the Full Permission granted in accordance with the Application (and any non-material modification under section 96A of the Act) or any variation under section 73 of the Act determined by the Council

“Dwelling” each of the five (5) dwellings constructed on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition)

“Eligible Person” a person in Housing Need in the following order of priority:

- (1) over 65 years of age and
- (2) with a permanent resident status in the UK and a national insurance number and
- (3) capable of living independently with the assistance of family and carers if necessary and
- (4) currently living in private rented accommodation within the Council’s administrative area for at least the last two (2) years or
- (5) currently living in rented accommodation within the Council’s administrative area for at least the last two (2) years or

(6) currently living in rented accommodation outside of the Council's administrative area with a Close Relative living within the Council's administrative area

"Housing Need" in need of housing on ground of a person's income (or household's income being insufficient to enable them to rent or buy housing available locally in the open market

"Local Housing Allowance" means the weekly rate used to calculate housing benefit for tenants renting a one-bedroom (exclusive use) property from a private landlord in the Outer South West London Broad Rental Market Area (currently £241.64 per week for December 2022) in force at the time of a letting or a re-letting of a Dwelling

"Monitoring Fee" the sum of one thousand six hundred and sixty four pounds (£1664)

"Nomination Agreement" means the agreement to be entered into between the Owner and the Council substantially in the form shown in schedule 1 to this deed

"Occupy" "Occupant" and "Occupied/s" "Occupier" occupation for the purposes of the Planning Permission but not including occupation by personnel engaged in the construction fitting out or decoration of the Development or occupation for marketing or display or occupation in relation to security operations at the Development

"Permit Free" means that occupiers of any Dwelling to be constructed on the Site will not be entitled to a residential parking permit within the CPZ

"Plan 1" the drawing 'site location plan drawing No SMGG21-01 (25.4.22)' appended to this deed

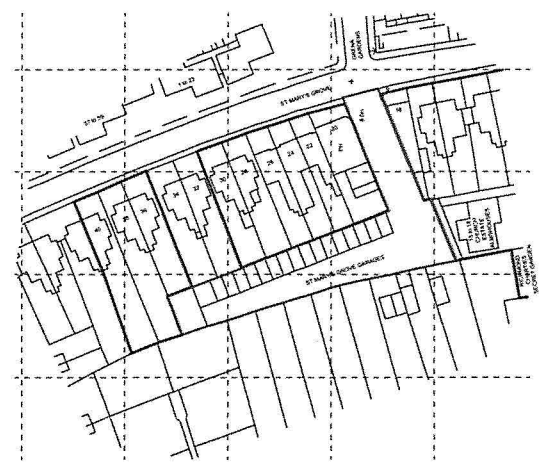
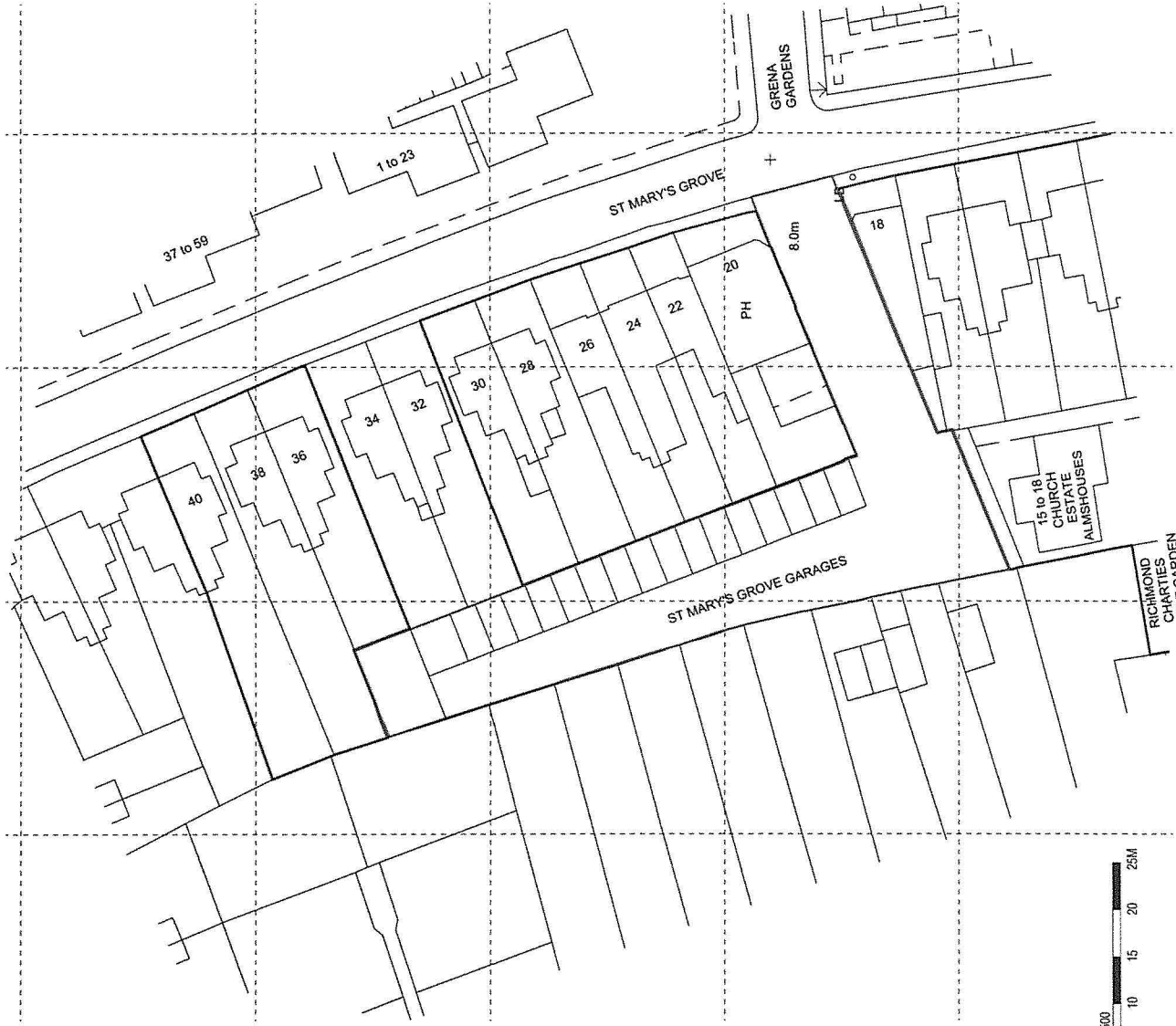
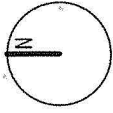
"Plan 2" the drawing 'site layout & ground floor plan SMG21-03 (11.5.22)' appended to this deed

"Planning Permission" the full planning permission subject to conditions to be granted by the Council pursuant to the Application ("Full Permission") or any variations of those conditions determined by the Council under section 73 of the Act or any non-material amendment of the Full Permission under section 96A of the Act

"Practical Completion" issue of a certificate of practical completion by the Owner's architect or if the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect

"Residents Parking Bay" means a parking place designated in an order under Section 45 (2) of the Road Traffic Regulation Act 1984 for the use of designated residents in the locality of the Site

"Site" the land on the west side of St Mary's Grove Richmond the freehold to which is registered at HM Land Registry with title



BAR SCALE 1:1250
0 10 20 30 40 50M

BAR SCALE 1:500
0 5 10 15 20 25M

KEY:
- - - PLANNING APPLICATION BOUNDARY
- - - LAND ALSO OWNED BY THE APPLICANT

Project	ST MARY'S GROVE GARAGES, RICHMOND, TW9
Drawing	SITE LOCATION PLAN
Drawn by	SMG/ST-01
Scale	1:1250 & 1:500 @ A3
Date	25.04.2022

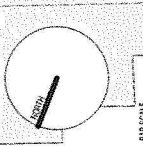
CLIVE CHAPMAN
ARCHITECTS
SUSTAINABILITY CONSULTANTS
11, LEEDS WAY, ISLAND D
TWICKENHAM, MIDDLESEX
TW20 2BQ, U.K.
TEL: 0208 899 9999
EMAIL: INFO@CCARCH.CO.UK
WEBSITE: WWW.CCARCH.CO.UK

ACCOMMODATION SCHEDULE

- SELF-CONTAINED DWELLINGS FOR THE OVER 65s
- 4 No. 1 BED / 2 PERSON WHEELCHAIR ACCESSIBLE (M4.3) (P4.5) @ 60CF
- 1 No. 1 BED / 2 PERSON ACCESSIBLE & ADAPTABLE (M4.3) WITH LIFT ROOM (M4.3) @ 50MP
- 5 No. UNITS TOTAL

- PARKING
- 1 No. BLUE BACK DISABLED PARKING BAY (ELECTRIC CHARGING)
 - 2 No. VISITOR BAYS

NOTE
 DRIVEWAY REQUIRED FOR FIRE ESCAPE ACCESS
 EXISTING HELIXFORM GATE AND GARAGE ACCESS RETAINED
 BOUNDARY FENCE REPLACEMENT SUBJECT TO CONSULTATION WITH NEIGHBOURS.



CLIVE CHAPMAN
 ARCHITECT
 11, 05, 2022
 1:100 @ A1
 SKI021.03

ST MARY'S GROVE, GERRARDS BRIDGE, RICHMOND, NSW
 SITE LAYOUT & GROUND FLOOR PLAN
 1:100 @ A1
 11.05.2022

REVISIONS
 1. 05.2022: REVISED GARDEN LAYOUT AND FENCE LINE
 2. 05.2022: REVISED PARKING LAYOUT AND FENCE LINE

EV
 EV CHARGING POINTS
 EV CHARGING POINTS
 EV CHARGING POINTS

ACTIVITY LAWN & MOUND
 ACTIVITY LAWN & MOUND
 ACTIVITY LAWN & MOUND

THE MITRE PUBLIC HOUSE
 THE MITRE PUBLIC HOUSE
 THE MITRE PUBLIC HOUSE

SEMI-PRIVATE PAID GARDEN & PLANT POT CHARGING
 SEMI-PRIVATE PAID GARDEN & PLANT POT CHARGING
 SEMI-PRIVATE PAID GARDEN & PLANT POT CHARGING

EXISTING 1.7M CLOSE BOARDED WITH 1.8M SUBJECT TO CONSULTATION WITH NEIGHBOURS
 EXISTING 1.7M CLOSE BOARDED WITH 1.8M SUBJECT TO CONSULTATION WITH NEIGHBOURS
 EXISTING 1.7M CLOSE BOARDED WITH 1.8M SUBJECT TO CONSULTATION WITH NEIGHBOURS

absolute under title number TGL152092 and part of TGL242971 as shown for identification purposes only edged red on Plan 1

“Standard Licence to Occupy” means the licence substantially in the form shown in schedule 2 to this deed

“Wheelchair Adapted Standard” as a category 3 – wheelchair user dwelling ‘M4(3)’ as described in Approved Document M, Volume 1 of the Building Regulations 2010 (2015 Addition) – ‘Access to and use of buildings’ to meet the needs of occupants who use wheelchairs or to allow for the future adaptation of a Wheelchair User Dwelling to meet the needs of occupants who use wheelchairs

“Wheelchair User Dwellings” the four (4) Dwellings comprising plots 1 – 4 identified as wheelchair adapted to the Wheelchair Adapted Standard on Plan 2

“Working Day” any day other than a Saturday or a Sunday or a Public Holiday

3. INTERPRETATION

In this deed:

- 3.1 the headings are for ease of reference and shall not affect interpretation
- 3.2 words importing the singular include where the context so admits the plural and vice versa

- 3.3 references to clauses paragraphs plans drawings and schedules are references to clauses paragraphs plans and drawings and schedules annexed to this deed
- 3.4 references to the Owner shall include successors in title and assigns of the Site
- 3.5 references to the Council shall include any successor to its functions as local planning authority
- 3.6 any covenant not to do any act or thing includes an obligation not to knowingly allow permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by any other person
- 3.7 where the agreement approval consent confirmation or an expression of satisfaction is required by the Owner or by the Council under the terms of this deed that agreement approval consent confirmation or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed

4. COVENANTS BY THE OWNER

The Owner covenants with the Council as follows:

- 4.1 to give to the Council's Head of Development Management
- 4.1.1 seven (7) days prior written notice of the anticipated Commencement Date and written notice of the actual Commencement Date within seven (7) days of the occurrence of the same

4.1.2 seven (7) days prior written notice of the anticipated first Occupation Date

4.2 For the avoidance of doubt it is hereby agreed that if Commencement occurs and the notice required in clause 4.1 has not been given then the failure to give notice shall not affect the liability of the Owner to comply with the planning obligations in this deed

4.3 The Owner further covenants with the Council that:

4.3.1 the Dwellings shall not be Occupied by a person who holds a permit to park a motor vehicle in a Residents Parking Bay or a contract to park a motor vehicle in any car park owned controlled or licensed by the Council unless such Occupant 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 Occupant has first notified the Council 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 Occupant whilst Occupying any Dwelling shall not purchase or procure the purchase of a parking permit for a Residents Parking Bay within the CPZ.

4.3.2 Upon the first and any subsequent letting of any Dwelling the Occupant shall within ten (10) Working Days of taking

up Occupation of a Dwelling notify the Council in writing of the change in occupancy thereof

4.3.3 The Owner shall procure that the restrictions set out in paragraph 4.3.1 are included in any lease option licence or other consent to Occupy a Dwelling granted to any Eligible Person

4.4 The Owner further covenants with the Council:

4.4.1 to provide the Accessible and Adaptable Dwelling and the Wheelchair Adapted Dwellings within the Development

4.4.2 unless the Council agrees otherwise in writing to keep all of the Dwellings within the Development under the common management and control of the Owner for the lifetime of the Development

4.4.3 not to Occupy or permit the Occupation of any Dwelling for the lifetime of the Development other than as an Accessible and Adaptable Dwelling or Wheelchair Adapted Dwelling in accordance with clause 4.4.1 and

4.4.3.1 in accordance with the clause 4.4.4 restrictions below and

4.4.3.2 at an Affordable Private Rent and

4.4.3.3 under the Owner's Standard Licence to Occupy

4.4.3.4 other than in accordance with the Nominations Agreement in force from time to time between the Council and the Owner

4.4.4 Unless the Council agrees otherwise in writing not to Occupy or permit the Occupation of any Dwelling for the lifetime of the Development other than by a household comprising

4.4.4.1 a single Eligible Person and their spouse, civil partner, or partner and

4.4.4.2 to a household whose annual income on any initial letting of renewal does not exceed the Annual Income Cap

4.4.5 To grant the Occupiers of all Dwellings in the Development full and free rights of access both pedestrian and vehicular from the public highway through the Site

4.4.6 to produce an annual statement to the Council on the anniversary of the date of this deed confirming the Owner's approach to letting the Dwellings in the Development, the ongoing status of the Dwellings in the Development and compliance with the obligations in clause 4.4 to this deed

5. PAYMENT OF COUNCIL'S COSTS

5.1 On completion of this deed the Owner shall pay to the Council the Monitoring Fee and the Council's reasonable costs in respect of the Application and this deed

6. NOTICES

6.1 Any notice under this deed shall be in writing and shall be sufficiently served if personally delivered or sent by recorded delivery service addressed to: -

6.2 in the case of the Council unless otherwise stated herein to the Head of Development Management at the address given herein and in the case of the Owner at the address given herein

6.3 Any notice required under this deed shall be deemed to have been served as follows:

- a) if personally delivered at the time of delivery
- b) if posted by recorded delivery at the expiration of forty eight (48) hours after the envelope has been posted unless otherwise shown to the contrary

7. WAIVER

7.1 The failure by either party to enforce at any time or for any period any one or more of the terms of this deed shall not be a waiver of them or of the right at any time subsequently to enforce all terms of this deed

8. SAVING OF POWERS

8.1 Nothing in this deed shall be interpreted so as to affect or

Schedule 1

Nominations Agreement

THIS AGREEMENT (made as a deed) is made the _____ day of
20[xx]

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND-UPON-THAMES** of the Civic Centre of 44 York Street Twickenham TW1 3BZ ("the Council") and
- (2) **RICHMOND CHARITIES** (Charity Registration Number 200431) whose registered office is situated at 95 Sheen Road, Richmond TW9 1YJ ("the Owner")

WHEREAS

- (1) The Council is a local authority for the purposes of the Local Government Act 1972 and a local housing authority for the purposes of the Housing Act 1985 Part I
- (2) The Dwellings (as hereinafter defined) are to be built substantially in accordance with the planning permission subject to conditions (reference Council number 22/2082/FUL (as varied or amended) for occupation by persons within the Owner's charitable objects ("the Planning Permission") and the Owner has agreed to the Council being given the right to nominate persons to take up occupation of the Dwellings as hereinafter provided
- (3) The Owner is the registered freehold proprietor of the Site

NOW IT IS HEREBY AGREED as follows: -

1. DEFINITIONS

- 1.1 "Act" means The Town and Country Planning Act 1990 (as amended)
- 1.2 "Availability Notice" means the notices referred to at paragraph 3.1 hereof
- 1.3 "Benefit Area" means any area within the Borough of Richmond Upon Thames
- 1.4 "Development" means the full proposal for the demolition of 17 existing garages and erection of five one-bed single storey dwellings (alms-houses) for the over

65s to be carried pursuant to the 22/2082/FUL permission or any variation under section 73 of the Act

1.5 "Dwellings"

means the five (5) dwellings constructed on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition) (as set out in the second schedule hereto)

1.6 "Local Housing Allowance"

means the weekly rate used to calculate housing benefit for tenants renting a one-bedroom (exclusive use) property from a private landlord in the Outer South West London Broad Rental Market Area (currently £241.64 per week for December 2022) in force at the time of a letting or a re-letting of a Dwelling

1.7 "Nomination Notice"

means a notice in writing to be given by the Council to the Owner of proposed Nominees which shall include the names of such Nominees and all necessary and relevant information pertaining to such Nominees

1.8 "Nomination Period"

means sixty (60) years from the date of Practical Completion of the Dwellings

1.9 "Nominees"

means persons nominated by the Council for the purposes of this deed who shall meet the Richmond Charities Criteria

1.10 "Non-True Voids"

means as defined in the first schedule hereto

1.11 "Practical Completion"

means the stage reached when the construction of the Development is sufficiently complete that where necessary a certificate of practical completion can be issued and it can be occupied

1.12 "Relevant Nominee" means Nominees to whom the Owner shall offer a Dwelling on the Site in accordance with paragraph 3.7 hereof which shall be nominees assessed by the Owner as appropriate for it to house under its objects, lettings and allocations policies

1.13 "Richmond Charities Licence" means the standard licence/letter of appointment used by the Owner pursuant to which a Dwelling will be occupied

1.14 "Richmond Charities Criteria" means the criteria as follows:

a person in in need of housing on ground of a person's income (or household's income being insufficient to enable them to rent or buy housing available locally in the open market in the following order of priority:

(1) over 65 years of age and

(2) with a permanent resident status in the UK and a national insurance number and

(3) capable of living independently with the assistance of family and carers if necessary and

(4) currently living in private rented accommodation within the Council's administrative area for at least the last two (2) years or

(5) currently living in rented accommodation within the Council's administrative area for at least the last two (2) years or

(6) currently living in rented accommodation outside of the Council's

administrative area with a
Close Relative living within the
Council's administrative area

(7) and happy to complete the
Richmond Charities
application process and
accept The Richmond
Charities Licence

1.15 "Site" means the land known as [xxxxxxxxxxxxx] the freehold to which is registered at the HM Land Registry under title numbers TGL152092 and part of TGL242971 as shown edged red on the Land Plan together with the buildings to be erected on the land pursuant to the planning permission to which reference is made in recital (2) above

1.16 "True Voids" means a vacancy created in any of the circumstances set out in the first schedule hereto under the heading "definition of a True Void" but excluding a vacancy arising in any circumstances defined under the heading "definition of a Non-True Void"

2. THE COUNCIL'S RIGHTS

2.1 The Owner hereby covenants with the Council that the Council shall have rights to put forward Nominees who meet the Richmond Charities Criteria as follows:

2.1.1 in relation to the proposed initial licensing of all the Dwellings to take place four (4) months prior to the proposed Practical Completion of the Development of the Site

2.1.2 in relation to one in every five relicensed Dwellings that shall become available from time to time

3. THE SELECTION PROCESS

3.1 The Owner shall give to the Council:

- 3.1.1 in the case of an initial licence of any Dwelling not less than ten (10) days written notice of the expiration of the four (4) month period referred to in paragraph 2.1.1 occurring; and
- 3.1.2 in the case of a licence of any Dwelling which becomes available pursuant to paragraph 2.1.2 not less than ten (10) days written notice of such Dwelling becoming available; and
- 3.1.3 in the case of an initial licence of the five (5) Dwellings referred to at paragraph 2.2.1 not less than ten (10) days written notice prior to the expiration of the four (4) month period
- 3.1.4 in the case of any Dwelling being a True Void becoming subsequently available for letting not less than ten (10) days written notice of the four (4) month period referred to in paragraph 2.2.2 occurring; and
- 3.1.5 The decision as to whether any applicant or any Nominee is successful is at the absolute discretion of the Owner.

4. **VARIATION OF NOMINATION PROCEDURE**

The procedure for such nominations may at any time during the continuance of this deed be varied by further agreement between the parties hereto

5. **TRANSFER OF OWNERSHIP**

[Not Used]

6. **ALTERNATIVE LOCATION WITHIN THE RICHMOND CHARITIES PORTFOLIO**

- 6.1 It is accepted that from time to time the Owner may relocate residents from other dwellings within its portfolio to a Dwelling on the Site.
- 6.2 In the event of a relocation as anticipated under paragraph 6.1 the vacated unit shall be treated for the purposes of paragraph 3 as if it were a Dwelling on the Site.

7. **MORTGAGEE PROTECTION**

7.1 [Not Used]

7.2 [Not used]

7.3 [Not Used]

8. **NOTICES**

Any notice or demand required or authorized shall be deemed to be served on the Council if sent to the Head of Development Management at the London Borough of Richmond upon Thames at its Civic Offices at the address given at the head of this deed and shall be deemed to be duly served on the Owner if sent to the Owner and addressed to the Trustees at its address for the time being as stated at the head of this deed or such other address as may be notified in writing to the Council from time to time **PROVIDED ALWAYS** that any notice to be served by either party may be served by such party's solicitors

9. **EXEMPT CHARITY DECLARATION**

[Not Used]

IN WITNESS whereof the Council and the Owner have hereunto caused their Common Seals to be affixed the day and year first above written

FIRST SCHEDULE

Definition of True Void

1. Vacancies created through a resident transferring to another Borough where no reciprocal arrangement exists
2. Vacancies arising through a resident moving to another property owner where no reciprocal arrangement exists
3. Vacancies arising as a result of the death of a resident
4. Vacancies arising through a resident buying their own property in the private sector
5. Vacancies arising as a result of a resident's licence ending or a resident abandoning a Dwelling
6. [Not Used]
7. Vacancies arising through a resident transfer within the Owner's own stock
8. [Not Used]

Definition of Non-True Void

9. Vacancies arising as a result of a resident being temporarily decanted and moving to a temporary home
10. [Not Used]
11. [Not Used]

SECOND SCHEDULE

The following properties to be provided and managed by the Owner:


- 5 x 1 bed units to be provided at a rent set at a level (inclusive of service charges) not exceeding the Local Housing Allowance

Signed as a deed on behalf of the trustees by


 and


under an authority conferred pursuant to
section 333 of the Charities Act 2011

in the presence of:

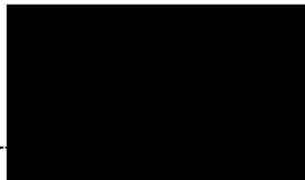
Signature of witness 

Name (in BLOCK CAPITALS): JULIET AMES - LEWIS

Address: 

Named trustees sign here





Executed as a deed by **THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH
OF RICHMOND-UPON-THAMES** in the presence of:

Authorized
signatory Seal Reg.
No.

Schedule 2

Standard Licence to Occupy

LETTER OF APPOINTMENT

NAME

Date

Name

Address

Dear

I am pleased to advise you that the Trustees of The Richmond Charities have considered your application for accommodation and have decided to appoint you as a beneficiary (resident) of the Charity under Clause 4.1 of the Charity Commission Scheme (dated 17 December 2008) with effect from

You have been allocated accommodation at:

The Weekly Maintenance Contribution (WMC) is currently £; this is £ per calendar month and is collected in arrears via direct debit on the 28th of each month. WMC is charged for the upkeep of the almshouse. This figure may be increased with one month's notice. (Rent is not applicable as residents are not tenants and do not have security of tenure.) The Rent Service has agreed to provide informal guidance concerning the maximum level of Maintenance Contribution which will qualify for the payment of Housing Benefit. A proportion of water charges and any service and support costs may be added to this figure.

It is a condition of occupancy that the full amount of Weekly Maintenance Contribution is paid whether or not the services or support elements are used by the resident.

If you are entitled to Housing Benefit you may wish to make an application to the Council.

Residents are responsible for the payment of their utility bills and Council Tax.

Initials

The following regulations for the residents are to ensure the smooth running of the almshouses:

1. The Trustees undertake to carry out all repairs and external decoration. Residents are not allowed to make any structural alteration to the almshouses, nor alter the plumbing or electrical installation, without the prior consent of the Trustees. No shelves, cupboards, locks or fittings shall be fixed or removed, nor shall any decoration or alteration be made to any room or its fittings without the prior consent of the Chief Executive via the resident's Scheme Manager.
2. The Trustees may take such steps as they think proper in the administration of the Charity for the residents' welfare, and any alteration to the rules will be notified in writing to each resident. These rules are set out in this Letter of Appointment and in the Residents' Handbook, which forms part of this Letter of Appointment.
3. The Trustees reserve the right to ask a resident or residents to vacate their almshouse and move, either temporarily or permanently, to another almshouse belonging to the Charity.
4. The Trustees retain the power to set aside a resident's appointment with good cause, e.g. in the case of serious misconduct or if there is a breach of the regulations, or if he or she is no longer a qualified beneficiary or is a risk to other residents or staff or to the Charity's property, as outlined in the Charity Commission Scheme dated 17 December 2008, a copy of which is held at the Administrative Office. Failure to make timely payment of Weekly Maintenance Contributions will be regarded as a breach of the charity's regulations.
5. The Scheme Managers act as good neighbours and facilitators to each of the residents. Scheme Managers are required to make a minimum of once a week contact with every resident. Residents must comply with this requirement.
6. The Scheme Managers hold master keys for each almshouse on the estates to allow access in emergency situations.
7. Scheme Manager cover is: on-duty weekday mornings, on-call weekday afternoons and on an emergency only basis outside of these times. An emergency is considered to be where an ambulance or GP is required and the Scheme Manager's presence is necessary to allow access. In an emergency the Scheme Manager will also summon relatives or next of kin if appropriate.

Initials

8. Neither the resident nor any relation or guest of theirs will be a tenant of the Charity or have any legal interest in the almshouse.
9. The name, address, email, phone number and mobile phone number of the resident's first and second next of kin or personal representative must be supplied to the Trustees, together with information as to whether a Will has been made and, if so, where it is deposited. Residents are strongly encouraged to make a Will. Residents are required to inform their first and second next of kin of the responsibilities of being next of kin.
10. The name, address and phone number of the resident's GP must be supplied to the Scheme Manager.
11. Residents must permit reasonable access for inspection of their almshouses and for repairs and maintenance to be carried out. All defects which become apparent in the almshouse should be reported without delay to the Scheme Manager.
12. Residents are not permitted to change the front door lock or bolt the front door. Residents are encouraged to use the lockable door chain at all times.
13. Residents are at liberty to change their electricity provider. If you wish to do so, residents must advise their Scheme Manager of the name of the new provider along with the new provider's customer services telephone number.
14. It is a requirement of residency that residents have Careium installed; the costs of this are met by the Charity.
15. Residents must permit access for periodic testing of the Careium emergency alarm and detectors.
16. Residents are required to allow staff (usually the Caretaker or Health, Safety & Security Officer) to test any of their portable electrical appliances, if staff think it necessary, to ensure the appliances are safe and are not likely to cause an electrical fire. This is normally done within a few weeks of a resident moving into an almshouse.
17. The use of paraffin oil and portable gas heaters is strictly prohibited. Please consult the Scheme Manager or Caretaker before you use additional heaters.

Initials

18. Residents should not be absent from their almshouse for more than a total of twenty-eight days in any one calendar year without the prior approval of the Trustees. Residents should inform the Trustees (via the Chief Executive) if they will be away for more than two weeks at a time. For reasons of safety, residents must also inform their Scheme Manager if they are going to be away overnight.
19. Residents are required to occupy the property quietly and with thought and consideration for other residents, neighbours, staff and contractors. No radio, TV, music system or musical instrument should be used by residents or their guests in such a manner as to cause a disturbance, nor shall anything be done by residents or their guests in, upon or around the almshouses and estates which shall be a nuisance, annoyance or disturbance to the occupants of other almshouses, adjoining property or to the general public.
20. Pets may only be kept with the consent of the Trustees. Dogs (with the exception of guide dogs for the blind) are not allowed. Residents must ensure that proper toilet facilities are provided indoors for any pet. Cat flaps are not permitted.
21. Residents are required to keep their homes clean and tidy and avoid storage of excess or unnecessary items. Porches, front doors, back doors and staircases must remain clear to allow for emergency access. Residents are responsible for cleaning the inside of the windows in their almshouse.
22. Residents may expect to continue in occupation in their almshouse for as long as they need the accommodation, provided, in the opinion of the Trustees, that they continue to qualify as a beneficiary and are able to look after themselves. If the health of a resident deteriorates, the resident must be willing to accept advice and guidance from time to time, either from their own doctor or a medical consultant appointed by the Trustees. If a resident needs extra help from Social Services, carers or other agencies, it is the responsibility of their next of kin to arrange the extra care necessary, with support from Scheme Managers. In the event that a resident is no longer able to live independently and needs more care, it is the responsibility of the next of kin to find a nursing or care home and arrange for the resident's transfer.
23. Residents agree that any property not taken away from the almshouse within two weeks of moving away may be removed from the almshouse by order of the Chief Executive and if not taken away within four weeks shall become the property of the Charity.

Initials

24. In the event of the death of a resident, or a move to alternative accommodation, it is the duty of the resident's next of kin to clear the almshouse (including cellars) of all personal possessions, usually within two weeks of the death of the resident or their move to alternative accommodation, but an extension can be arranged with the Charity. WMC must be paid in full to the Charity by the next of kin or by the resident's estate up until the date on which the almshouse is completely cleared and the keys have been returned to the Charity. Utility bills and Council Tax must also be paid up to the date on which the almshouse is completely cleared.
25. Residents must inform their Scheme Manager if they are having a visitor to stay overnight in their almshouse. It is essential that the Charity knows who is in the almshouse for the safety and security of the whole community and for fire safety reasons. If residents wish to have an overnight guest to stay for more than two nights, they must book one of the Guest Rooms. The Charity prefers residents to book the Guest Room for their visitors, even for one or two nights, rather than having them stay in the almshouses. The Charity has three Guest Rooms. Visitors may stay in the Guest Rooms for £25 per night (reviewed periodically) for up to seven consecutive nights. Visitors are subject to the rules contained in this Letter of Appointment and in the Residents' Handbook and may not occupy the Guest Room for more than 21 nights in any calendar year.
26. Residents and their visitors are not permitted to park a vehicle on the almshouse estates, except in exceptional circumstances (further details are in the Handbook).
27. Trustees reserve the right to review a resident's financial circumstances from time to time. It is the resident's responsibility to notify the Charity if their circumstances change. Should a resident's economic circumstances substantially improve or if it is found that an appointment would not have been awarded had all the relevant facts been declared, then he or she may be asked to move to other accommodation. However, unless a resident's financial circumstances (income or savings) were to substantially increase to the extent that the resident no longer qualified as a beneficiary, the likelihood is that the Trustees would allow the resident to remain in the almshouse.
28. Neither the almshouse nor its garden may be used as a place of business, either from where to conduct business or to store items connected with running a business.
29. Residents' attention is drawn to the Complaints Procedure set out in the Residents' Handbook.

Initials

30. It is a condition of occupancy that a new resident signs a copy of this Letter of Appointment signifying their willingness to abide by the above rules, before taking up occupation. In the event of an appointment being made to two persons, both should sign the Letter of Appointment. A second copy, which should also be signed, is enclosed for the resident's retention. A copy of the Letter of Appointment and Residents' Handbook will also be sent to the resident's next of kin.
31. I acknowledge receipt of the Charity's Residents' Handbook, which provides information on the Trustees' policies and rules for harmonious living in the almshouse communities.
32. By signing this Letter of Appointment, you are agreeing that all personal data supplied to the charity and other information relating to your residency can be held on file by The Richmond Charities for the duration of your appointment as a resident and for two further years. You may have access to your personal data on request.
33. By signing this Letter of Appointment, you are agreeing to abide by its terms and conditions and to abide by the rules laid out in the Residents' Handbook. Beneficiaries must initial on every page and sign at the end of the Letter of Appointment.

To be signed by the Beneficiary or Beneficiaries:

Signed:

Name

Date:

To be signed on behalf of the Trustees by the Chief Executive:

Signed:

JULIET AMES-LEWIS

Date:

Executed as a deed by **THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH
OF RICHMOND-UPON-THAMES** in the presence of:



Authorized LUCY CRAIG
signatory Seal Reg.
No. 28382/06

Signed as a deed on behalf of the trustees by

[Redacted] ... and
[Redacted]

under an authority conferred pursuant to
section 333 of the Charities Act 2011

in the presence of:

Signature of witness [Redacted]

Name (in BLOCK CAPITALS): JULIET AMES-LEWIS

Address: [Redacted]

Named trustees sign here

[Redacted] [Redacted]