

Dated: 21<sup>st</sup> March 2023

**Deed under section 106 of the  
Town and Country Planning Act 1990 and section 16 of the Greater  
London Council (General Powers) Act 1974**

between

- (1) SUNSPREE ESTATES INC
- (2) BARCLAYS SECURITY TRUSTEE LIMITED
- (3) RENAISS HEALTH (RICHMOND) LIMITED
- (4) THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF RICHMOND UPON THAMES COUNCIL

relating to land at

Richmond Inn Hotel 50 – 56 Sheen Road Richmond TW9 1UG

Planning Application Number: 22/1496/FUL (Full)

217/2248

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

THIS DEED IS DATED THE 21<sup>st</sup> DAY OF March 2023

**AND IS MADE BETWEEN:**

- (1) **SUNSPREE ESTATES INC** (incorporated in the BVI under registered number 142301 whose registered office address is Craigmuir Chambers Road Town Tortola VG1110 British Virgin Islands and whose principal address in England is c/o 9 The Green Richmond Surrey TW9 1PU ("**the Owner**"); and
- (2) **BARCLAYS SECURITY TRUSTEE LIMITED** (Co Reg No. 10825314) whose registered office is at 1 Churchill Place London E14 5HP ("**the Mortgagee**")
- (3) **RENAISS HEALTH (RICHMOND) LIMITED** (formerly known as **BRIDGES HEALTHCARE (RICHMOND) LIMITED**) (Co. Regn. No. 13863983) whose registered office is at 38 Seymour Street London United Kingdom W1H 7BP ("**the Developer**")
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES COUNCIL** of Civic Centre, 44 York Street Twickenham TW1 3BZ ("**the Council**");

**INTRODUCTION**

- (A) The Owner is the registered freehold proprietor of the Site at the HM Land Registry under title number TGL109408 subject to a charge dated 10 April 1995 to the Mortgagee and subject to a contract to purchase by the Developer conditional upon the grant of the Full Permission
- (B) The Council is the local planning authority for the purposes of section 106 of the Act for the area within which the Site is situated.
- (C) The Developer submitted the Planning Application for the Development to the Council
- (D) The Council has decided to grant the Planning Permission, subject to the prior completion of this deed.

**NOW THIS DEED WITNESSES** as follows:

**1. Definitions and Interpretation**

1.1 In this deed the following words and expressions shall unless the context otherwise requires have the following meanings:

<b>1974 Act</b>	Greater London Council (General Powers) Act 1974
<b>the Act</b>	the Town and Country Planning Act 1990 (as amended);
<b>Commencement of Development</b>	the carrying out of any material operation as defined in section 56(4) of the Act pursuant to the Planning Permission (irrespective of non-compliance with any condition of the Planning Permission);
<b>Development</b>	the full proposal for the change of use from hotel (class C1) to care and physiotherapy-led rehabilitation centre (class C2) to include partial demolition and extension of the existing building along with the provision of associated car parking, cycle parking, refuse storage, landscaping, boundary treatments, servicing, access and necessary highways to be carried out pursuant to the Full Permission granted in accordance with the Planning 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;
<b>Interest</b>	interest at a rate equal to four (4) percentage points above the Bank of England base rate from time to time;
<b>Monitoring Fee</b>	the sum of six thousand four hundred and sixty four pounds (£6,464) to be applied towards the costs to the Council of monitoring and reporting upon compliance with the terms of this deed;
<b>Occupy</b>	to first occupy or permit the first occupation of the Development for any purpose but not including occupation by personnel engaged in construction fitting out finishing or decoration of the Development nor occupation for marketing purposes nor occupation in relation to site and building security operations and " <b>Occupation</b> " shall be construed accordingly;
<b>Planning Application</b>	the application for planning permission for the Development submitted to the Council by the Developer and given reference number 22/1496/FUL;

<b>Planning Permission</b>	the full planning permission subject to conditions to be granted by the Council pursuant to the Planning Application substantively in the form appended to this deed at appendix 2 (" <b>Full Permission</b> ") 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;
<b>Practical Completion</b>	the issue of a certificate of practical completion by the Owner's architect or in the event that 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 and "Practically Complete/d" shall be construed accordingly;
<b>Relevant Dispute</b>	a dispute (other than a dispute as to the legal interpretation of this deed) as to the amount or due date of any contribution required to be paid or any approval, permission, authorisation or consent required pursuant to this deed;
<b>Section 106 Monitoring Officer</b>	the Council's Section 106 monitoring officer for the time being or duly appointed agent;
<b>Site</b>	the land known as 50 – 56 Sheen Road Richmond TW9 1UG the freehold to which is registered at HM Land Registry under title TGL109408 and shown for the purposes of identification edged red on the Site Plan;
<b>Site Plan</b>	the 'Location Plan drawing no. 888-001 (revision P2) (April 2022)' appended to this deed as appendix 1;
<b>Working Day</b>	a day (other than a Saturday, Sunday or public holiday) when banks in England are open for business

1.2 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.

1.3 Headings where they are included are for convenience only and are not intended to influence the interpretation of this deed.

1.4 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.

1.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

1.6 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

1.7 Save as is otherwise provided, references to any party shall include the successors in title to that party and any person deriving title through or under that party and in the case of the Council the successor to its statutory functions.

1.8 Words undertakings and covenants requiring a person not to do any act matter or thing ('negative requirement') or otherwise imposing a restriction or prohibition on the development, use or occupation of land include an obligation not to assist, facilitate, encourage, cause, permit or suffer any infringement of the negative requirement, restriction or prohibition.

1.9 Any reference to a statute shall include any modification, extension or re-enactment of that statute for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it.

## **2. Legal Basis and Enforceability**

2.1 This deed will be registered as a local land charge and is entered into pursuant to section 106 of the Act; section 16 of the 1974 Act and all other statutory and other enabling powers.

2.2 The terms of this deed create planning obligations binding on the Owner and the Mortgagee for the purpose of section 106 of the Act and are enforceable by the Council in full as local planning authority.

2.3 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker or other person in respect of any part of the Site or any interest in it acquired for the sole purpose of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.

## **3. Third Parties**

Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### **4. Owner, Developer and Council covenants**

4.1 The Owner agrees with the Council as set out in the schedules to this deed.

4.2 The Council agrees with the Owner as set out in schedules 2, 3 and 4 to this deed.

4.3 The Developer agrees with the Owner and the Council as set out in clause 14 to this deed

#### **5. Confirmation of interests**

The Owner confirms and warrants to the Council that apart from the parties to this deed there are no other persons with any interest (legal or equitable) in the Site or any part thereof including any leasehold interest.

#### **6. Conditions precedent**

This deed is conditional upon:

6.1.1. the grant of the Full Permission, and

6.1.2 the Commencement of Development

save in respect of any obligations in this deed expressly requiring compliance prior to the Commencement of Development or which shall come into effect immediately upon completion of this deed.

#### **7. Duration**

7.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Full Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.

7.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with its entire interest in the Site or its interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

#### **8. Other planning permissions**

8.1 Nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.

8.2 If there is a conflict between the terms of this deed and any conditions attached to the Planning Permission which cannot be resolved by interpretation then the latter shall take precedence

## **9. Change of Ownership**

The Owner agrees with the Council to give the Council prompt written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this deed have been discharged such notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

## **10. Notices**

10.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.

10.2 A notice or communication shall be served or given:

10.2.1 on the Owner at the address shown on the top of this deed or such other address as shall be notified in writing to the Council from time to time, and

10.2.2 on the Developer at its registered office from time to time or such other address as shall be notified in writing to the Council from time to time, marked for the attention of the company secretary

10.2.3 on the Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Section 106 Monitoring Officer

## **11. Approvals**

Any approval in writing given by the Council under this deed or for the purposes of this deed shall not be or deemed to be approval for any other purposes whatsoever (nor shall approval by one constitute approval by the other)

## **12. Jurisdiction and legal effect**

12.1 This deed and its validity shall be governed by and interpreted in accordance with the law of England and the parties exclusively submit to the jurisdiction of the courts of England in respect of this deed.

12.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.

12.3 The parties to this deed agree that no waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

12.4 Nothing contained or implied in this deed shall prejudice or affect the rights powers duties and obligations of the Council both as the local planning authority and in the exercise of its functions rights powers duties and obligations of the Council under all public and private statutes bylaws orders and regulations may be fully and effectually exercised as if the Council were not party to this deed.

## **13. Interest and VAT**

13.1 If any payment due under this deed is paid late, Interest shall be payable from the date payment is due to the actual date of payment and the sum of the Interest shall be paid on the actual date of payment.

13.2 Any payment under this deed shall be given in accordance with the terms of this deed and shall be exclusive of any value added tax properly payable.

## **14. Legal and Monitoring Fees**

On completion of this deed the Developer shall pay to the Council its reasonable legal costs related to the Planning Application and this deed and the Monitoring Fee.

## **15. Position of the Mortgagee and future charge holder**

15.1 The Mortgagee acknowledges and declares that this deed is entered into by the Owner with its consent and that the Site or part thereof is bound by the obligations contained in this deed and that the security of the mortgage takes effect subject to this deed provided that the Mortgagee and any subsequent person or body with the benefit of a legal charge over the Site shall in that capacity have no liability under this deed



unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

15.2 Any person or body acquiring the benefit of a legal charge over the Site shall have no liability under this deed unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

## **16. Disputes**

16.1 Any Relevant Dispute which arises between the parties to this deed and is formally identified in a notice ("**the Dispute Notice**") given by one party to another or other such parties (collectively referred to as the "**Disputing Parties**") and is not resolved within twenty (20) Working Days of the Dispute Notice may be referred by any one or more of the Disputing Parties to an independent expert in accordance with this clause ("**the Expert**")

16.2 The Expert shall have at least ten (10) years' post-qualification experience in the subject-matter of the Relevant Dispute and shall be agreed upon in writing between the Disputing parties or, if not agreed within twenty (20) Working Days of the Dispute Notice, shall be nominated at the request and option of any of the Disputing Parties by or on behalf of the president for the time being of the Royal Town Planning Institute

16.3 The Expert shall act as an expert and not as an arbitrator

16.4 Unless otherwise agreed, the Expert shall be appointed subject to an express requirement to reach its decision and communicate it to the Disputing Parties within the minimum practicable timescale allowing for the nature and complexity of the Relevant Dispute and in any event in not more than sixty (60) Working Days from the date of its appointment

16.5 Unless otherwise agreed, the Expert shall give notice to each of the Disputing Parties inviting them to submit to it and each other within twenty (20) Working Days of its appointment written submissions and supporting material. It shall afford an opportunity for the Disputing Parties to make counter-submissions in respect of any such submissions and material within a further twenty (20) Working Days. Its written decision with reasons shall be given to the Disputing Parties within twenty (20) Working Days thereafter

16.6 Other than in respect of its costs, the decision of the Expert shall not be binding on the Disputing Parties but shall be given due and proper consideration by each of them and if any of the Disputing Parties does not accept it (either in whole or in part)

then such Disputing Party shall provide to the other Disputing parties full written reasons for such non-acceptance within twenty (20) Working Days of the Expert's decision

16.7 The Expert's costs (including those of its nomination) shall be at its discretion and payable according to its direction, at the instance of the Expert or of any other Disputing Party. For the avoidance of doubt this shall apply whether or not the Expert's decision on the subject-matter of the Relevant Dispute is accepted by the paying party

16.8 If the Expert shall die or become unable to unwilling to act or continue to act then a substitute shall be agreed or nominated as set out above.

## **17. Forward-Funding and Repayment**

If the Council forward-funds any project facility infrastructure or other expenditure from its own resources and/or enters into a commitment to a third party to repay any similar forward-funding provided by that third party (whether in cash and/or in kind) in anticipation of receipt of any relevant contribution or payment under the provisions of this deed then on such receipt the Council may credit such contribution or payment (including any indexation element and/or interest received thereon) to its own resources and/or repay such third party accordingly and in either case the receipt shall be treated as being immediately expended by the Council for the purpose for which the forward-funding was expended.

## **17. Counterparts**

This Deed may be executed in any number of counterparts each of which when executed and delivered shall constitute an original of this Deed but all the counterparts shall together constitute the same deed. No counterpart shall be effective until each party has executed at least one counterpart.

IN WITNESS whereof the parties hereto have executed this deed as a deed and delivered it the day and year first before written

## Schedule 1 Notices and Monitoring

### 1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

<b>Commencement Notice</b>	a notice of the Owner's intention to Commence Development on a specified date no earlier than three (3) months after the date of service of the notice
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### 2. Owner's covenants

The Owner covenants with the Council as follows:

#### Progress of the Development

- 2.1. To serve the Commencement Notice on the Council prior to the Commencement of Development
- 2.2. Not to Commence the Development prior to the service of the Commencement Notice
- 2.3. To not unless otherwise agreed in writing by the Council Commence Development before the Commencement Notice is served on the Council and the date specified in the Commencement Notice has arrived
- 2.4. To give the Council notice in writing of:
  - 2.4.1. the date of Commencement of Development
  - 2.4.2. the date of Practical Completion of the Development
  - 2.4.3. the date of first use of the Development
- 2.5. To give the notices specified in paragraphs 2.4.1 to 2.4.3 no later than ten (10) Working Days of the trigger date specified in paragraphs 2.4.1 to 2.4.3 of this schedule

2.6. to permit the Head of Development Management and any person or persons authorised by it access to the Site or any part of the Development for the purpose of securing compliance with the terms of this deed

## Schedule 2 Tree Contribution

### 1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

<b>Tree/s</b>	replacement trees in the Council's administrative area
<b>Tree Contribution</b>	means the sum of sixty two thousand six hundred and sixty two pounds (£62,662) to be applied towards the provision of the Trees
<b>Index</b>	the RPI All Items Index Excl Mortgage Interest (RPIX) as published by the Office for National Statistics or any other successor organisation

### 2. Owner's and the Council's Covenants

The Owner agrees with the Council and the Council agrees with the Owner as follows:

- 2.1. To pay the Tree Contribution in full to the Council prior to the Commencement of Development
- 2.2. Not to Commence the Development until the Tree Contribution has been paid in full to the Council
- 2.3. To pay the Tree Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left( \begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure at the} \\ \text{date of this deed} \end{array} \right) \times \text{Tree Contribution}$$

- 2.4 In the event that the Index ceases to be published to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate the

indexation increase in a similar manner using such replacement index as the Council considers a comparable index.

3. The Council covenants with the Owner

3.1 To use the Tree Contribution solely for the provision of the Trees

3.2 In the event that

3.2.1 the Tree Contribution paid has not been spent or committed in full for expenditure towards the Trees within ten (10) years of the date of the first use of the Development and

3.2.2 following the expiry of that ten (10) year period the Council has received a written request from the person that paid the Tree Contribution and

3.2.3 the Council has received written notification from the Owner of the date of the first use of the Development in accordance with schedule 1 paragraph 2.4.3

then the Council will repay the unspent or uncommitted part of the Tree Contribution not spent or committed to be applied towards the Trees to the person who paid the Tree Contribution

### Schedule 3 Carbon Offset Contribution

#### 1. Definitions

In this schedule the following words shall unless have the following meaning in addition to the definitions provided in clause 1 of this deed:

Carbon Dioxide Emissions Target	a 67% carbon reduction against Part L2a of the Building Regulations 2013
Carbon Dioxide Offsetting Contribution	a sum calculated on the basis of the GLA's recommended price for offsetting carbon (currently £95/ tonne CO2 subject to review) over a period of thirty (30) years, to off-set the shortfall of the Development in terms of meeting the requirement to achieve zero carbon emissions to be paid by the Owner to the Council in the event that the Development matches or exceeds the Carbon Dioxide Emissions Target
Carbon Dioxide Offsetting Contribution Purpose	to implement projects to reduce carbon emission across the borough
Practical Completion	as defined in clause 1.1

#### 2. Owner's Covenants

The Owner covenants as follows:

- 2.1. Immediately following Practical Completion, the Owner shall submit an energy assessment to the Council detailing the performance of the Development as built in meeting the Carbon Dioxide Emissions Target.
- 2.2. Within thirty (30) Working Days of submission of the energy assessment by the Owner in accordance with paragraph 2.1 of this schedule the Council shall respond by indicating whether the energy assessment is approved or whether further information is required.
- 2.3. In the event that the Council informs the Owner that further information is required, the process at paragraphs 2.1 to 2.2 of this schedule shall be

repeated until the energy assessment of the Development as built is approved by the Council or either party refers the matter to dispute resolution in accordance with clause 16.

2.4. If the energy assessment for the Development at Practical Completion agreed pursuant to paragraphs 2.1 to 2.3 of this schedule shows that the Carbon Dioxide Emissions Target has been met the Owner shall pay the Carbon Dioxide Offsetting Contribution to the Council.

2.5. If the energy assessment agreed in accordance with paragraph 2.3 of this schedule shows that the Development has achieved a greater reduction in carbon emission than the Carbon Dioxide Emissions Target then the Carbon Dioxide Offsetting Contribution shall be reduced by a commensurate amount to the increase in the percentage reduction beyond 67% at the GLA's recommended price for offsetting carbon (currently £95/ per tonne CO<sub>2</sub> subject to review) calculated over thirty (30) years) and as agreed between the Owner and the Council pursuant to paragraph 2.3 of this schedule

2.6. The Owner covenants not to Occupy or permit the Occupation or use of the Development until the Carbon Dioxide Offsetting Contribution has been paid in full to the Council.

3. The Council covenants with the Owner

3.1 To use the Carbon Dioxide Offsetting Contribution solely for the Carbon Dioxide Offsetting Contribution Purpose 3.2

In the event that

3.2.1 the Carbon Dioxide Offsetting Contribution paid has not been spent or committed in full for expenditure towards the Carbon Dioxide Offsetting Contribution Purpose within ten (10) years of the date of the first use of the Development and

3.2.2 following the expiry of that ten (10) year period the Council has received a written request from the person that paid the Carbon Dioxide Offsetting Contribution and

3.2.3 the Council has received written notification from the Owner of the date of the first use of the Development in accordance with schedule 1, paragraph 2.4.3

Then the Council will repay the unspent or uncommitted part of the Carbon Dioxide Offsetting Contribution to the person who paid the Carbon Dioxide Offsetting Contribution.



## Schedule 4 Local Employment and Skills

### 1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

<b>Construction Phase</b>	the period between Commencement of Development and Practical Completion
<b>Employment and Skills Plan</b>	a scheme to be submitted to the Council to maximise the business, training, skills and employment opportunities for residents of the London Borough of Richmond-upon-Thames setting out the matters contained in the template employment and skills plan annexed in appendix 2 to the Council's adopted Planning Obligations SPD (2 June 2020) AND PROVIDED THAT if there is any discrepancy between the provisions of that plan and this deed then the provisions of this deed shall prevail
<b>Local Resident</b>	a resident of the London Borough of Richmond and " <b>Local Residents</b> " shall be construed accordingly
<b>Operational Use</b>	the period following the Practical Completion of the Development

### 2. Owner's and the Council's Covenants

2.1. No less than three (3) months prior to Commencement of Development to meet representatives from the Council and use reasonable endeavours to agree the basis and methodology of an Employment and Skills Plan

2.2. Not to Commence the Development until an initial Employment and Skills Plan (comprising detailed provisions for the Construction Phase and provisional

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requirements for the Operational Phase based on target users of the Development has been agreed with the Council ("Approved Plan (Initial)").

2.3 To submit a final Employment and Skills Plan (comprising detailed provision for the Operational Phase based on target users of the Development for the approval of the Council no later than three (3) months prior to Practical Completion of the Development

2.4. Not to use or permit the first use of the Development until a final Employment and Skills Plan has been agreed with the Council and not to use or permit the first use of the Development other than in accordance with the approved final Employment and Skills Plan ("Approved Plan (Final)").

2.5. Any dispute as between the Owner and the Council in respect of the methodology and/or the provisions of the proposed Approved Plan (Initial) or proposed Approved Plan (Final) shall be referred for determination by an Expert in accordance with clause 16.

#### Construction Phase

2.6. During the Construction Phase the Owner covenants to:

a. provide local businesses with information about opportunities to tender for all appropriate contracts that arise as a consequence of the Development.

b. use reasonable endeavours to achieve the targets set out in the Approved Plan (Initial) , including (but not limited to) training opportunities and a minimum number of jobs to Local Residents.

c. issue the Approved Plan (Initial) to prospective contractors and sub-contractors at the tendering of work stage setting out the obligations of the Owner in the Approved Plan (Initial) and indicating (where appropriate) that such prospective contractors and sub-contractors will be expected to contribute towards the overall targets and discharge the same.

d. So far as necessary to comply with and discharge the obligations of the Owner in this schedule to ensure that any contracts or sub-contracts that are entered

into with contractors and sub-contractors will require such contractors and sub-contractors to comply with and discharge the Owner's obligations in the Approved Plan (Initial)

e. provide the Council with monitoring returns in respect of the targets set in the Approved Plan (Initial) on at least a quarterly basis during the Construction Phase .

#### Operational Use

2.7. no less than three (3) months prior to Practical Completion of the Development the Owner covenants to:

a. provide the Council with details of the proposed operator of the care and physiotherapy led rehabilitation centre on the Site in order to understand the proposed operator's recruitment needs and procedures.

b. provide local businesses with information about opportunities to tender for all appropriate contracts that arise as a consequence of the Development during its Operational Use.

c. use reasonable endeavours to achieve the targets set out in the Approved Plan (Initial) and Approved Plan (Final), including (but not limited to) training opportunities and a minimum number of jobs to Local Residents.

d. issue the Approved Plan (Initial) and the Approved Plan (Final) to prospective operators of the care and physiotherapy-led rehabilitation centre on Site setting out the obligations of the Owner in the Approved Plan (Initial) and the Approved Plan (Final) and indicating (where appropriate) how such operator will be expected to contribute towards the overall targets and discharge the same.

e. So far as necessary to reasonably comply with and discharge the obligations of the Owner in this schedule to ensure that any relevant contracts or sub-contracts that are entered into by any operator of the care and physiotherapy-led rehabilitation

centre on Site will require such operator to comply with the Owner's obligations in the Approved Plan (Initial) and the Approved Plan (Final) as appropriate.

f. To provide the Council with monitoring returns in respect of the targets set out in the Approved Plan (Initial) and the Approved Plan (Final) as appropriate, on the first, second, third, fourth and fifth anniversaries of the Practical Completion of the Development

Provided that nothing in this schedule shall require the Owner (or any operator of the care and physiotherapy-led rehabilitation centre on Site to do or refrain from doing anything which would be contrary to prudent commercial business practice or contrary to law.