

THIS UNILATERAL UNDERTAKING is made as a Deed the 4th day of October two thousand and sixteen

BY

(1) **CLIFFORD ANDREW WILLIAM HAMILTON, OLIVER EDWARD WILLIAM HAMILTON and WILLIAM JOSEPH HAMILTON** of Littleton Farm, Squires Bridge Road, Shepperton TW17 0QG (and together called "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:-

"the 1990 Act"	the Town & Country Planning Act 1990
"CPZ"	the controlled parking operating within the locality of the Property
"the DCM"	the Council's Development Control Manager for the time being or such other person as may be appointed from time to time to carry out that function
"Disabled Persons Badge"	a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970
"the Development"	the development described in the Planning Application
"LDF"	the Core Policies of the Local Development Framework adopted April 2009 and the Development Management Plan 2011
"Implementation"	the carrying out of a material operation as defined by Section 56(4) of the Act in relation to the Development but shall not include the following: (i) ground investigatory Site survey work

	<ul style="list-style-type: none"> (ii) construction of boundary fencing (iii) archaeological investigation (iv) works of decontamination or remediation
"Implementation Date"	the date on which Implementation occurs
"the Monitoring Fee"	the sum of one hundred and twenty five pounds (£125)
"Motor Vehicle"	any mechanically propelled vehicles intended or adapted for use on a road and / or highway
"the Planning Application"	planning application submitted by the Owner and validated by the Council on the 15 th July 2015 bearing reference number 15/3072/FUL for the conversion, extension and alteration of the existing church building to provide for 6 x 2 bedroom flats over four levels together with 6 off-street car parking spaces, motorcycle parking, garden amenity areas and refuse, recycling and cycle parking areas
"the Planning Permission"	a planning permission that may be granted by the Council pursuant to the Planning Application
"the Property"	land known as Christ Church, Teddington, TW11 9AA and recorded at HM Land Registry as Christ Church and Scout Hut, Station Road, Teddington, TW11 9AA under title number TGL421442 delineated in red on the plan attached hereto
"Residential Occupier"	<p>any tenant or individual occupier or leasehold owner of a Residential Unit and for the avoidance of doubt the term "Residential Occupiers":</p> <ul style="list-style-type: none"> (i) shall be construed accordingly; and (ii) excludes any business or corporate body or bodies
"Residents Parking Permit"	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 Residents Parking Bay



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"Residents Parking Bay"	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
"Residential Units"	the residential units designated for C3 use as defined within the Use Classes Order to be constructed pursuant to the Development together with any amenity space or any right to use the same (whether common or not with others therewith) and the term "Residential Unit" shall be construed accordingly
"Use Classes Order"	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 under title number TGL421442 as the proprietor of the freehold interest in 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) 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
- (5) 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 and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of Section 106 of the 1990 Act
2. THE Owner hereby COVENANTS to the Council as set out in the Schedule
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
- (h) The Council will, upon written request by the Owner or a 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 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
- (k) in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions in the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Planning Application the Planning Permission and the Development shall (unless the Council requires otherwise) be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly and this Deed shall be endorsed with the following words in respect of any future Section 73 application relating to the Planning Permission:

"The obligations in this Deed relate to and bind the Property in respect of which a new planning permission referenced [] has been

*granted pursuant to Section 73 of the Town and Country Planning Act 1990
(as amended)"*

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 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 Implementation 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

SCHEDULE

Part I – Parking Permits

1. Not to dispose of to any person or occupy or allow any person to be a Residential Occupier of any Residential Unit to be formed on the Property as a result of the implementation of the Development unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (5) 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 Residents Parking Permit to park a Motor Vehicle in any marked highway bay or other place within a CPZ within the Council's area 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 nor will they be entitled to apply for a season ticket to park a Motor Vehicle in any car park controlled by the Council

Part II – Fees

2. To pay to the Council on the date hereof the sum of £680 being its proper and reasonable costs incurred in the preparation and completion of this Deed and the Monitoring Fee

Part III – Notifications

3. To provide written notification to the DCM seven days prior to the Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same
4. For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 3 Part I of the Schedule 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

SIGNED AND DELIVERED as a deed by)
CLIFFORD ANDREW WILLIAM HAMILTON)

in the presence of :

DEBORAH STENNETT)
6 PARK ROAD,)
HAMPTON HILL)
TW12 1HB)



SIGNED AND DELIVERED as a deed by)
OLIVER EDWARD WILLIAM HAMILTON)

in the presence of :

HONG CHING JEFFERY)



27/F JARDINE HONG)

ONE CONNAUGHT PLACE)

HONG KONG)



SIGNED AND DELIVERED as a deed by
WILLIAM JOSEPH HAMILTON
in the presence of :

)
)
)
)
)
W. Hamilton

Honour CHINE JEFFSONY

27/E JARDINE HOUSE

ONE COMMUNITY PLACE

Honour KONG



Dated _____ **2016**

**CLIFFORD ANDREW WILLIAM HAMILTON,
OLIVER EDWARD WILLIAM HAMILTON
& WILLIAM JOSEPH HAMILTON**

- 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
relating to Scout Hut, Station Road,
Teddington, TW11 9AA**

Paul Evans
Head of South London Legal Partnership
Gifford House
67c St Helier Avenue
Morden
SM4 6HY