

DATED

11th May

2022 3

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

and

(2) HAMPTON CARE HOME LIMITED

PLANNING OBLIGATION

under s.106 of the Town and Country Planning Act 1990

relating to land known as Hampton Police Station, Station Road, Hampton TW12 2AX

SH[∞]SMITHS

The XYZ Building
2 Hardman Boulevard
Spinningfields
Manchester
M3 3AZ

Ref. SG.M-00975510

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	Housing Contribution in accordance with the terms of this Agreement shall be the equivalent of 60% (sixty per cent) of the Surplus PROVIDED ALWAYS THAT and FOR THE AVOIDANCE OF DOUBT such sum shall not exceed £2,451,545 (two million four hundred and fifty one thousand five hundred and forty five pounds) (indexed according to the Land Registry House Price Index) calculated in accordance with the Council's Affordable Housing Supplementary Planning Document;
“Bank Base Rate”	the Bank of England base rate set by the Monetary Policy Committee of the Bank of England from time to time;
“Business Parking Permit”	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing for a vehicle to park in a Parking Bay;
“Car Club”	a car club which is operated and managed by an Accredited Car Club Provider in the vicinity of the Property which enables its members to have access to or share facilities of a private car on a short term basis as and when required subject to availability and which is made available to all Occupiers who wish to become members of the scheme;
“Carbon Offset Payment”	a financial contribution towards the Council's Carbon Offset Fund, the estimated figure for which is £327,750 (three hundred and twenty seven thousand seven hundred and fifty pounds), but which shall be re-calculated in accordance with the London Plan and Part 6 of Schedule 1, such payment to be applied towards projects within the London Borough of Richmond Upon Thames;
“Care Bed Units”	the 66 (sixty six) care bed units (including communal facilities) forming part of the Development which are shown shaded pink on the plans at Appendix 2;
“Care Suites”	the 22 (twenty two) care suites forming part of the Development which are shown shaded yellow on the plans at Appendix 2 and “Care Suite” shall be construed accordingly;
“Commencement”	the carrying out in relation to the Development of a material operation as defined in section 56(4) of the 1990 Act;
“Commencement Date”	the date on which Commencement occurs;
“Contributions”	together the Affordable Housing Contribution, the Additional Affordable Housing Contribution (if payable in accordance with the terms of Part 2 of Schedule 1), the Carbon Offset Payment and the Public Realm Contribution and “Contribution” shall be construed accordingly;
“CPZ”	a controlled parking zone in operation on the highways which the Property abuts;
“CQC”	the Care Quality Commission or its successor body;

11th May

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre, 44 York Street, Twickenham, Middlesex TW1 3BZ (the “**Council**”); and
- (2) **HAMPTON CARE HOME LIMITED** a company incorporated in England and Wales (company number 11563156) whose registered office is at The Old House, 64 The Avenue, Egham TW20 9AD (the “**Owner**”).

BACKGROUND

- (A) The Council is the local planning authority and the local highway authority for the area within which the Property is located and by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner is the freehold owner of the Property registered at HM Land Registry under title numbers MX201057 and TGL403328.
- (C) The Planning Application has been submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Planning Application.
- (D) At its meeting on 21 April 2021 the Council’s Planning Committee resolved to grant consent for the Planning Application subject to the completion of this Agreement.
- (E) The parties have agreed to enter into this Agreement so as to create planning obligations in favour of the Council pursuant to section 106 of the 1990 Act and to be bound by and observe and perform the covenants hereinafter contained.

The parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following definitions apply:

- “1990 Act”** the Town and Country Planning Act 1990 (as amended);
- “1980 Act”** the Highways Act 1980 (as amended);
- “Accredited Car Club Provider”** an organisation accredited in the United Kingdom which provides cars for use by members of a Car Club in consideration of payment therefor;
- “Affordable Housing Contribution”** the sum of £175,185 (one hundred and seventy five thousand one hundred and eighty five pounds) Indexed payable by the Owner towards the provision of affordable housing in the Council’s administrative area;
- “Additional Affordable Housing Contribution”** an additional contribution payable by the Owner towards the provision of affordable housing in the Council’s administrative area in the event that a Further Viability Assessment concludes that the Development is viable and can support such additional contribution. The total of any sums paid as an Additional Affordable

“Developer’s Profit”	a developer’s return of 20% (twenty per cent) of Gross Development Value;
“Development”	the development of the Property pursuant to the Planning Permission comprising: retention and refurbishment of the former police station building with part demolition of rear wings and ancillary buildings, and the construction of a three storey side and rear extension and basement to form a registered care home comprising 22 care suites and 66 care bed units, with shared facilities, car and cycle parking, landscaping and ancillary works;
“Disabled Persons Badge”	a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Person's Act 1970;
“Early Stage Review”	the Further Viability Assessment to be undertaken by the Owner on the First Calculation Date;
“Employment and Skills Plan”	a scheme to be submitted to the Council to maximise the business, training, skills and employment opportunities for Local Residents;
“First Calculation Date”	the date which falls on the 2nd (second) anniversary of the date of the Planning Permission;
“Further Viability Assessment”	a viability assessment to be carried out for the whole of the Development in the same format and in general conformity with the approach taken in the Viability Assessment;
“Gross Development Costs”	all reasonable costs incurred in carrying out the Development including site preparation costs, construction & finance costs, legal fees, sales fees, letting and other professional fees and miscellaneous and other costs;
“Gross Development Value”	the gross development value of the completed Development;
“HDM”	the Council's Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function;
“Highways Agreement”	an agreement under section 278 of the 1980 Act and any other enabling powers to be entered into in relation to the Highways Works;
“Highways Works”	works in the existing publicly maintainable highway to be carried out by the Owner at its own cost to include but not be limited to the repositioning of the existing access/egress points at the Property, ensuring kerb radii of 6 (six) metres, and where appropriate, restoration of current vehicular cross-overs to the pavement and relocation with appropriate signing and lining of two short-stay on street vehicular parking bays;
“Indexed”	increased in accordance with the formula whereby the relevant contribution is multiplied by the fraction A divided by B where B represents the value of the Retail Prices Index (All Items) as at the date of this Agreement and A represents the value of the same

index as at the date of payment of the relevant contribution to the Council;

“Implementation”	the carrying out in relation to the Development of a material operation as defined in section 56(4) of the 1990 Act save that for the purpose of this Deed “Implementation” shall not include works of demolition; works of site clearance; ground investigations; site survey works; laying of services and service media; construction of temporary accesses or other temporary works; archaeological investigation; landscaping works off the public highway; and noise attenuation works and the term “Implement” shall be construed accordingly;
“Implementation Date”	the date on which Implementation occurs;
“Late Stage Review”	the Further Viability Assessment to be undertaken by the Owner on the Second Calculation Date;
“Motor Vehicle”	any mechanically propelled vehicles intended or adapted for use on a road and/or highway;
“Local Residents”	residents of the Council’s administrative area;
“Occupancy Criteria”	any of the following: <ul style="list-style-type: none">a) a person aged 65 or over (unless an age below the stated minimum of 65 years is consented to in writing by the HDM) who is: (i) in need of care and support; and/or (ii) registered as a disabled person (“Principal Resident”);b) a spouse or partner of a Principal Resident.
“Occupier”	a resident of the Development (which FOR THE AVOIDANCE OF DOUBT shall include the Care Bed Units and the Care Suites), whether a Principal Resident or the spouse or partner of a Principal Resident and “Occupiers” shall be construed accordingly;
“Occupation”	the full and beneficial occupation of a development (but this expression shall not include occupation for the purposes of construction for fitting out or for marketing or security purposes) and “Occupy” shall be construed accordingly;
“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 Occupiers and employees of the Development;
“Plan”	the plan appended to this Agreement at Appendix 1 and marked ‘Site Location Plan’;
“Planning Application”	the application for planning permission for the Development which was validated by the Council on 19 September 2019 and allocated reference number 19/2822/FUL;

“Planning Permission”	the planning permission granted by the Council pursuant to the Planning Application;
“Practical Completion Date”	the date upon which a certificate of practical completion is issued in respect of the Development;
“Pre-Admission Health Assessment”	the health assessment which is attached to this Agreement at Appendix 3;
“Property”	land known as Hampton Police Station, Station Road, Hampton TW12 2AX registered at Land Registry under title numbers MX201057 and TGL403328 and shown edged red on the Plan;
“Public Realm Contribution”	the sum of £500 (five hundred pounds) Indexed payable by the Owner towards the provision of public realm and environmental improvements including the planting of 1 (one) London Plane tree on Station Road or the funding thereof;
“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 Parking Bay;
“Second Calculation Date”	the date of first Occupation of the Care Suites;
“Surplus”	Gross Development Value less Gross Development Costs and Developer’s Profit;
“Transport Policies”	Policies DM TP2 and TP8 of the Richmond Upon Thames Local Development Framework Core Strategy 2009 and Development Management Plan 2011 (or any other policy replacing the same); and
“Viability Assessment”	the report on the financial viability of the Development, submitted in confidence to the Council in relation to the Planning Application and to which the Council had proper regard in determining the Planning Application.

- 1.2 The expression “the Owner” shall include its respective successors in title and assigns and any person deriving title to the Property through or under it.
- 1.3 The expression “the Council” shall include any statutory successor to any of its functions.
- 1.4 References to the “Property” and to “the Development” include any part of it.
- 1.5 Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and words importing persons include companies and corporations and vice versa.
- 1.6 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 1.7 Whenever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly or severally unless there is an express provision otherwise.

- 1.8 Any reference to an Act of Parliament or statutory provision shall include any modification, extension or re-enactment of that Act or statutory provision 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 Act or deriving validity from it.
- 1.9 Any covenant contained in this Agreement whereby a party is not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.10 References in this Agreement to the term “including” shall be construed as meaning “including without limitation”.
- 1.11 The headings are for reference only and shall not affect construction.

2 LEGAL BASIS

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers on behalf of the Council.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to section 106 of the 1990 Act in respect of the Property and are enforceable by the Council as local planning authority against the Owner.

3 CONDITIONALITY

- 3.1 Save as provided in clause 3.2, the operation of the provisions of this Agreement is conditional upon:
- 3.1.1 the grant of the Planning Permission; and
- 3.1.2 Commencement.
- 3.2 The provisions of clauses 1-3, 4.1, 4.2.1 and clauses 5-19, together with the provisions of paragraph 22.1 of Schedule 1 and paragraph 4 of Schedule 2, shall take effect on the date of this Agreement.
- 3.3 The obligations contained in Schedule 1 shall not be enforceable against:
- 3.3.1 any Occupier nor against any mortgagee or chargee thereof or in any such case against those deriving title from them;
- 3.3.2 any statutory undertaker after the transfer or other disposition of statutory apparatus by the Owner to the statutory undertaker (and/or in the event of the grant of rights to any such statutory undertaker over any part of the Property).

4 THE OWNER’S COVENANTS

- 4.1 The Owner covenants with the Council to fully observe and perform all of its obligations in this Agreement (including those obligations set out in Schedule 1) and hereby agrees that the Property shall be subject to the obligations, restrictions and covenants contained herein, such obligations, restrictions and covenants being planning obligations for the purposes of section 106 of the 1990 Act.
- 4.2 The Owner covenants to make the following payments:

4.2.1 The Council's reasonable legal fees in the sum of £4,500 incurred in connection with the negotiation of this Agreement on the date hereof; and

4.2.2 The Council's monitoring fee in the sum of £8,556 (eight thousand five hundred and fifty six pounds) incurred in connection with the monitoring of the performance of the obligations contained in this Agreement within 28 (twenty eight) days of Implementation.

5 THE COUNCIL'S COVENANTS

The Council covenants with the Owner to observe and perform the obligations on its part in this Agreement (including those obligations set out in Schedule 2).

6 LOCAL LAND CHARGE

6.1 This Agreement shall be registrable as a local land charge by the Council.

6.2 The Council shall upon the written request of the Owner at any time after either:

6.2.1 all of the obligations of the Owner under this Agreement have been discharged in full; or

6.2.2 this Agreement has been terminated pursuant to clause 8,

issue written confirmation thereof and thereafter shall effect the cancellation of all entries in the Local Land Charges Register in respect of this Agreement.

7 COUNCIL'S CONSENT ETC AND NOTICES

Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the HDM (or such other person as may be notified by the Council from time to time) and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

8 TERMINATION

This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the date upon which the Planning Permission is required to be implemented.

9 THIRD PARTIES

Save to the extent expressly provided otherwise in this Agreement, no provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10 LIABILITY

10.1 No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Agreement after it shall have parted with its entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

10.2 No mortgagee of the Property from time to time shall have any liability under this Agreement until it takes possession of the Property as a mortgagee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

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

11 STATUTORY POWERS

Nothing contained or implied in this Agreement shall prejudice or affect the exercise of the rights, discretions, powers, duties and obligations of the Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority, local education authority, local planning authority, local highway authority and any other statutory capacity.

12 SEVERANCE

Insofar as any provision of this Agreement is found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

13 WAIVER

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 Agreement 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.

14 CHANGE IN OWNERSHIP

Until the covenants, obligations and restrictions in this Agreement (including the Owner's obligations set out in Schedule 1 and the Council's covenants in Schedule 2) have been discharged in full, the Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Property occurring before all of the obligations in this Agreement have been discharged such notice to give details of the transferee's full name and registered office or correspondence address together with the area of the Property transferred by reference to a plan.

15 DISPUTE RESOLUTION

15.1 In the event of any dispute or difference arising between the parties in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

15.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 15.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs

shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 15.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 (twenty eight) working days after the conclusion of any hearing that takes place or 28 (twenty eight) working days after he has received any file, written submission or counter written submission (as the case may be) required to be submitted to the expert in accordance with clause 15.4.
- 15.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within 10 (ten) working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 (ten) working days.
- 15.5 This clause 15 does not apply to disputes in relation to matters of law or the construction or interpretation of any provision of this Agreement or to the recovery of sums due under this Agreement (save for the Carbon Off Set Payment, the calculation of which may be referred to expert determination in accordance with paragraph 19 of Schedule 1) which will be subject to the exclusive jurisdiction of the Courts and further does not affect the ability of the Council to apply for or to be granted declaratory relief, an injunction, an order for specific performance, payment of any sum and any other means of enforcing this Agreement and consequential and interim orders and relief.

16 INTEREST

The Owner shall pay interest at 4% (four per cent) above the Bank Base Rate on any contribution, fees or other monies due under the provisions of this Agreement which have not been paid on the due date for payment such interest to be calculated over the period from the date the contribution, fees or other monies should have been paid to the date the same shall be received by the Council.

17 JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the English courts.

18 FUTURE PLANNING PERMISSIONS

- 18.1 In the event that a condition or conditions attached to the Planning Permission is or are varied pursuant to section 96A of the 1990 Act this Agreement shall continue in full force in respect of the Planning Permission with the relevant condition or conditions so varied.
- 18.2 In the event that an application is made pursuant to section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of that application references to Planning Permission in this Agreement shall include the Planning Permission and the new planning permission granted pursuant to section 73 of the 1990 Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to section 106 of the 1990 Act unless required to do so by the Council.

PROVIDED THAT:

- 18.2.1 nothing in this clause 18 shall fetter the discretion of the Council in determining any application(s) under section 73 of the 1990 Act or the appropriate nature and/or

quantum of section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under section 73 of the 1990 Act whether by way of a new agreement or supplemental agreement pursuant to section 106 and/or section 106A of the 1990 Act;

18.2.2 to the extent that any obligations have been discharged in respect of the Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission pursuant to an application under section 73 of the 1990 Act.

19 NOTICES

19.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

19.2 Any notice, demand or any other communication served is to be sent to the Council at the address set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.

19.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

19.3.1 if delivered by hand at the time of delivery;

19.3.2 if sent by recorded delivery, at the time the delivery was signed for.

IN WITNESS whereof this Agreement has been duly executed as a Deed by the parties hereto the day and year first before written.

SCHEDULE 1

Owner's Covenants

The Owner covenants with the Council as follows:

Part 1 – Permitted Use and Care Statement

- 1 To restrict the use of the Development to a care home (Use Class C2) as defined by the CQC and any uses ancillary thereto.
- 2 To register the Care Bed Units with the CQC in order that they provide accommodation for persons who require nursing or personal care and for those persons with dementia (unless otherwise agreed in writing with the Council) and to provide the Council with written evidence of such registration.
- 3 To permit Occupation of the Development by persons who satisfy the Occupancy Criteria.
- 4 To require prospective Occupiers of the Development to complete a Pre-Admission Health Assessment prior to them being permitted to Occupy the Development in order that their specific care needs can be identified, and a plan formulated in respect of the level and type of care they require, together with the support services which are appropriate to their needs.
- 5 To require any Principal Resident of a Care Suite to subscribe to a care package consisting of a minimum of 1 (one) hour of personalised care and support per week during their period of occupation of the relevant Care Suite.

Part 2 – Affordable Housing

- 6 Upon the date of first Occupation of the Development to pay the Affordable Housing Contribution to the Council.
- 7 If Implementation has not occurred by the First Calculation Date, then the Owner agrees to provide the Council with the Early Stage Review for agreement by the Council. The Early Stage Review will be provided by the Owner to the Council within 28 (twenty eight) days of the First Calculation Date.
- 8 Within 28 (twenty eight) days of the Second Calculation Date to provide the Council with a copy of the Late Stage Review for agreement by the Council.
- 9 Within 28 (twenty eight) working days of its receipt of a Further Viability Assessment, whether as part of the Early Stage Review or the Late Stage Review, the Council shall give written notice to the Owner either: (i) stating that it accepts the Further Viability Assessment; or (ii) correcting or challenging any of the amounts or conclusions included in the Further Viability Assessment and giving details of the disputed amounts or conclusions, and FOR THE AVOIDANCE OF DOUBT the Owner shall meet the Council's reasonable costs incurred in connection with its consideration of a Further Viability Assessment, such costs to be paid by the Owner within 28 (twenty eight) days of receipt of the Council's invoice.
- 10 In the event that the Council serves a written notice on the Owner pursuant to paragraph 9(i) ("**the Council's Acceptance Notice**") and the Further Viability Assessment indicates that the Development will produce a Surplus, the Owner shall pay an Additional Affordable Housing Contribution (the agreed sum of which shall be specified in the Council's Acceptance Notice) to the Council within 2 (two) calendar months of the date of receipt by the Owner of the Council's

Acceptance Notice or on the date of first Occupation of 75% (seventy five per cent) of the Care Suites, whichever is the later.

- 11 In the event that the Council serves a written notice on the Owner pursuant to paragraph 9(ii) (“**the Council’s Challenge Notice**”), the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Further Viability Assessment but if within 28 (twenty eight) days of receipt by the Owner of the Council’s Challenge Notice no such agreement has been reached, then the matter in dispute shall be referred for determination by an expert and resolved in accordance with clause 15 of this Agreement. Should it be determined by the expert that an Additional Affordable Housing Contribution is payable, the Owner shall pay such contribution to the Council within 2 (two) calendar months of the date of the expert’s decision or on the date of first Occupation of 75% (seventy five per cent) of the Care Suites, whichever is the later.

Part 3 – Vehicle Parking Permits

- 12 To notify any person who is to be an Occupier prior to their first Occupation of the Development and any employee of the Development that pursuant to the Council’s Transport Policies such person shall, in the event that a CPZ is established in the future, 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 or a Business Parking Permit to park a Motor Vehicle in any Parking Bay or other place within the CPZ within the Council’s administrative 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 eligible for a season ticket to park a Motor Vehicle in any car park controlled by the Council.
- 13 Not to permit any person who is to be an Occupier to Occupy the Development until the notice referred to in paragraph 12 has been given to them.

Part 4 – Car Club Membership

- 14 Prior to the date of first Occupation of the Development:
- 14.1 to enter into a contract with a car club operator to provide a car club membership to each Occupier of the Development;
- 14.2 to supply the Council with a copy of the said contract or other satisfactory evidence of a binding agreement having been entered into by the car club operator;
- 14.3 to notify each Occupier of his/her entitlement to car club membership;
- 14.4 in every case where an Occupier joins the Car Club (in the event that the membership fee has not already been paid by virtue of the contract entered into pursuant to paragraph 14.1) to pay the requisite joining fee to the car club operator for such Occupier;
- 14.5 to promote the Car Club within the Development including:
- 14.5.1 (from time to time) informing estate and lettings agents responsible for the marketing of the Development of the identity of the car club operator and the availability of car club membership to Occupiers; and
- 14.5.2 publicising details of the Car Club within all marketing materials; and
- 14.6 at any time (and from time to time) during the period commencing upon first Occupation of the Development and ending on the date 5 (five) years after first Occupation (and upon being

requested to do so by the Council, acting reasonably) to provide evidence to the Council that it has offered car club membership to each Occupier in accordance with the provisions of this Part 4 together with evidence of the payment of car club membership to the car club operator (in respect of such Occupiers who have joined the Car Club).

Part 5 – Highways Works

- 15 To enter into a Highways Agreement in respect of the Highways Works prior to Implementation.
- 16 Not to Occupy nor cause nor permit Occupation of any part of the Development until such time as the Highways Works have been completed to the satisfaction of the Council (acting reasonably) as evidenced by the issue of a certificate of completion by the local highway authority in accordance with the Highways Agreement.

Part 6 – Financial Contributions

- 17 Upon the date of first Occupation of the Development to pay the Public Realm Contribution to the Council.
- 18 Prior to or upon the Practical Completion Date, and when all carbon offset measures are in place to enable calculations to be made, to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) a revised energy strategy report setting out the calculation of the Carbon Off Set Payment, together with the sum of the said payment, such sum being payable to the Council by the Owner in accordance with paragraphs 20 and 21.
- 19 Within 30 (thirty) working days of receiving the Owner's revised energy strategy report under paragraph 18 ("**the Review Period**"), the Council shall notify the Owner in writing whether or not it agrees with the calculation of the Carbon Off Set Payment (as contained in the revised energy strategy report). Any dispute as between the Owner and the Council in respect of the calculation of the Carbon Off Set Payment shall be referred for determination by an expert in accordance with clause 15. A failure by the Council to give the aforementioned notice within the said 30 (thirty) working day period shall also trigger a referral to expert determination in accordance with clause 15.
- 20 In the event that the Council either fails to give the written notice referred to in paragraph 19 or confirms in the said notice that it disagrees with the Owner's calculation of the Carbon Off Set Payment, the Owner shall pay the estimated sum of the Carbon Offset Payment (such sum being £327,750 (three hundred and twenty seven thousand seven hundred and fifty pounds) ("**the Estimated Sum**")) to the Council.
- 21 In the event of a referral to expert determination in accordance with clause 15:
 - 21.1 should the expert determine that the re-calculated Carbon Offset Payment is less than the Estimated Sum (the difference between the Estimated Sum and the re-calculated Carbon Offset Payment being "**the Overpayment**") the Council shall pay the Overpayment to the Owner within 10 (ten) working days of the expert's determination; and
 - 21.2 should the expert determine that the re-calculated Carbon Offset Payment is more than the Estimated Sum (the difference between the re-calculated Carbon Offset Payment and the Estimated Sum being "**the Additional Sum**"), the Owner shall pay the Additional Sum to the Council within 10 (ten) working days of the expert's determination.

Part 7 – Notifications

- 22 To provide written notification to the HDM:
- 22.1 7 (seven) days prior to the Commencement Date and a further written notice of the actual Commencement Date within 7 (seven) days of the occurrence of the same;
- 22.2 7 (seven) days prior to the Implementation Date and a further written notice of the actual Implementation Date within 7 (seven) days of the occurrence of the same;
- 22.3 7 (seven) days prior to the Practical Completion Date and a further written notice of the actual Practical Completion Date within 7 (seven) days of the occurrence of the same;
- 22.4 7 (seven) days prior to the first Occupation of the Development and a further written notice of the actual date of first Occupation of the Development within 7 (seven) days of the occurrence of the same; and
- 22.5 7 (seven) days prior to the first Occupation of 75% (seventy five per cent) of the Care Suites and a further written notice of the actual date of first Occupation of 75% (seventy five per cent) of the Care Suites within 7 (seven) days of the occurrence of the same.

Part 8 – Local Employment and Skills Plan

- 23 No less than 3 (three) months prior to Implementation to meet representatives from the Council and use reasonable endeavours to agree the basis and methodology of an Employment and Skills Plan.
- 24 Not to Implement the Development until an Employment and Skills Plan (comprising detailed provisions for the construction and operational phases of the Development, with the operational phase provisions being based on target Occupiers) has been agreed with the Council.
- 25 Any dispute as between the Owner and the Council in respect of the methodology referred to in paragraph 23 and/or the provisions of the Employment and Skills Plan shall be referred for determination by an expert in accordance with clause 15. A failure by the Council to provide comments to the Owner on the said methodology and/or the provisions of the Employment and Skills Plan within 10 (ten) working days of their receipt shall also trigger a referral to expert determination in accordance with clause 15.
- 26 During the construction and operational phases of the Development:
 - 26.1 to ensure that local businesses are provided with information about opportunities to tender for all appropriate contracts that arise as a consequence of the Development;
 - 26.2 to use reasonable endeavours to achieve the targets set out in the Employment and Skills Plan, including (but not limited to) training opportunities and a minimum number of construction and operational phase jobs to Local Residents; and
 - 26.3 to provide the Council's Economic Development Team with monitoring returns in respect of the targets set in the Employment and Skills Plan on at least a quarterly basis during the construction phase of the Development and on at least a 6 (six) monthly basis during the operational phase or such other frequency as may be agreed between the Owner and the Council from time to time.
- 27 Additionally, during the construction phase of the Development, to issue the Employment and Skills Plan to prospective contractors and sub-contractors at the tendering of work stage setting out the obligations of the Owner therein and indicating (where appropriate) that such

prospective contractors and sub-contractors will be expected to contribute towards the overall targets and discharge the same.

- 28 Once the targets set out in the Employment and Skills Plan have been met, and on written confirmation of same by the Council's Economic Development Team (such confirmation not to be unreasonably withheld), the provisions of this Part 8 shall cease to apply.

SCHEDULE 2

Council's Covenants

The Council covenants with the Owner as follows:

- 1 The Council covenants to use the Contributions for their stated purpose only and for no other purpose.
- 2 The Council shall pay the Contributions into a designated account of its choosing and if upon the expiry of the 5th (fifth) anniversary of the date of receipt of a Contribution there remains any sum of the said Contribution unspent, unallocated or uncommitted for expenditure in such an account then such remaining sum shall be repaid by the Council to the person that paid the Contribution to the Council.
- 3 Upon receipt of a request from the Owner, the Council shall provide written confirmation of the expenditure of the Contributions, subject of the Owner's request.
- 4 To issue the Planning Permission within 5 (five) working days of the date of this Agreement.

APPENDIX 1

PLAN OF THE PROPERTY – ‘SITE LOCATION PLAN’



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Scale 1:1250

24 Church St West
Woking, Surrey,
GU21 6HT

01483 494 350

info@prc-group.com
www.prc-group.com

Client:
Cinnamon Care Collection

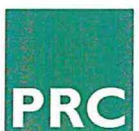
Project:
Station Road, Hampton

Drawing Title:
Site Location Plan

Scale @ A4: 1:1250
Checked by: MS
Date: August 2019

Job No: 11045
Stage: PL
Drawing No: 009
Rev: A

Construction Preliminary Information
Approval Tender



PRC Architecture & Planning

APPENDIX 2

PLANS SHOWING THE CARE BED UNITS AND THE CARE SUITES

Room No.	Room Name	Area (sqm)	Area (sqft)
01	Entrance	12.5	135
02	Reception	15.0	163
03	Waiting Area	20.0	215
04	Office	10.0	108
05	Staff Room	8.0	86
06	WC	5.0	54
07	WC	5.0	54
08	WC	5.0	54
09	WC	5.0	54
10	WC	5.0	54
11	WC	5.0	54
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100	WC	5.0	54

PRC

Crimson Care Collection

Prepared Care Development
Station Road, Hampton

Project No: 11045
Date: 20/06/19

Scale: 1:100

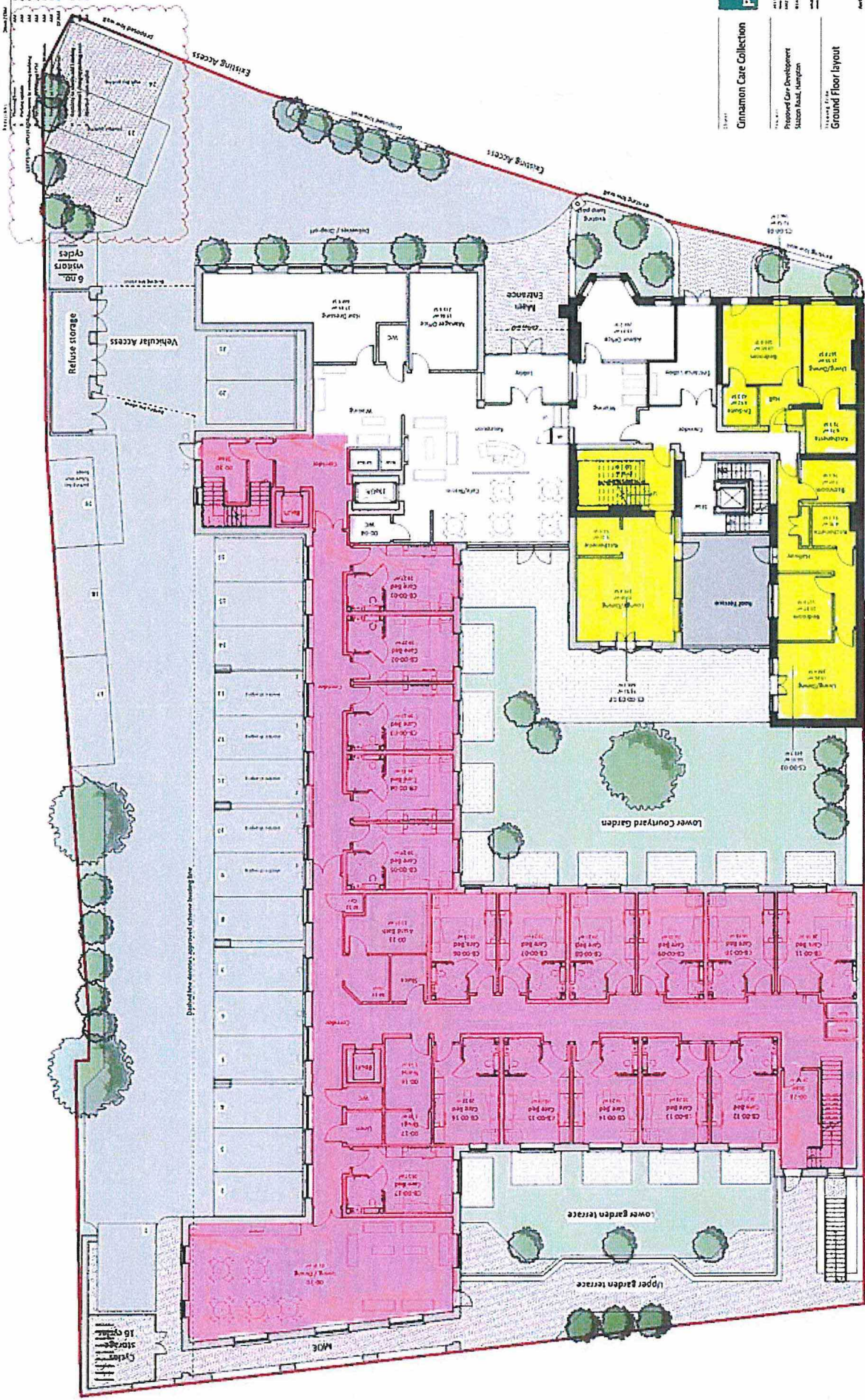
Sheet: 1 of 1

Ground Floor layout

North

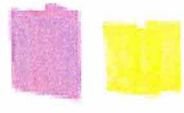
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0 5 10



CRC REGISTERED AREAS

CARE SUITES



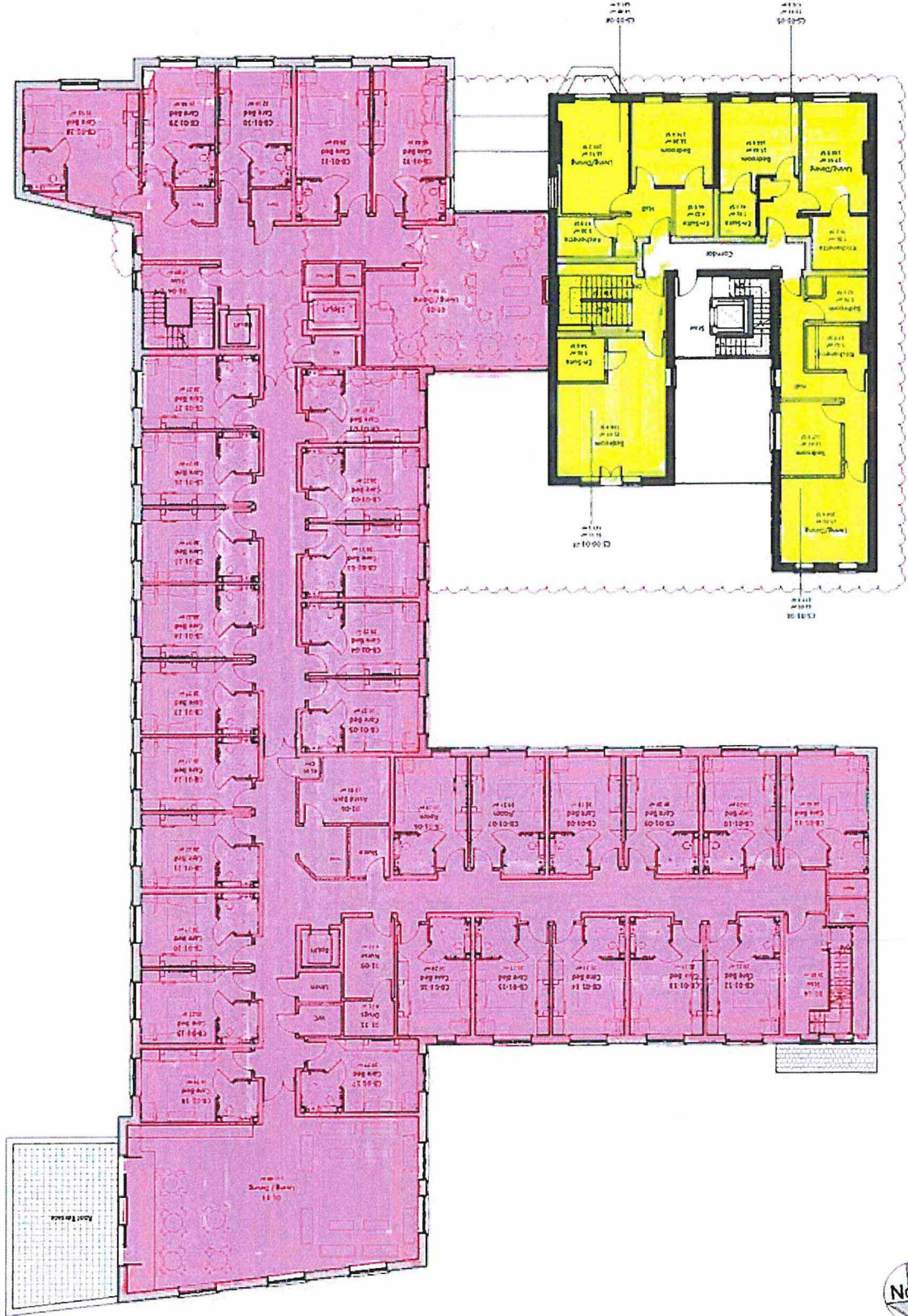
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 2. Planning Year: 2010
 3. Planning District: 1000000000
 4. Planning District Code: 1000000000
 5. Planning District Name: 1000000000
 6. Planning District Address: 1000000000
 7. Planning District Phone: 1000000000
 8. Planning District Email: 1000000000

PRC
 Planning Review Commission
 11045 Rte. 900, Suite 100
 Raleigh, NC 27615
 Phone: 919.978.1000
 Fax: 919.978.1001
 Website: www.prcnc.com

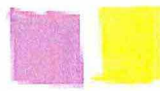
Cinnamon Care Collection
 Proposed Care Development
 Superior Road, Raleigh

Drawing Title: First Floor Layout
 Date: 02/28/13
 Scale: 1/8" = 1'-0"
 Project No.: 11045 R-01

Applicable Codes:
 Building Code: 2009 International Building Code
 Fire Code: 2009 International Fire Code
 Mechanical Code: 2009 International Mechanical Code
 Electrical Code: 2009 National Electrical Code
 Plumbing Code: 2009 International Plumbing Code
 Gas Code: 2009 International Gas Code
 Energy Code: 2009 International Energy Conservation Code



CQC REGISTERED AREAS
 CARE SUITES



- 1. Project Name: Cinnamon Care Collection
- 2. Project Number: 11045
- 3. Project Location: Proposed Care Development, Strathfield, New South Wales
- 4. Project Status: Approved
- 5. Project Start Date: 11/11/2019
- 6. Project End Date: 11/11/2019
- 7. Project Manager: [Name]
- 8. Project Engineer: [Name]
- 9. Project Designer: [Name]
- 10. Project Checker: [Name]
- 11. Project Approver: [Name]
- 12. Project Date: 11/11/2019

PRC
Cinnamon Care Collection
 Proposed Care Development
 Strathfield, New South Wales

Project No: 11045
 Date: 11/11/2019
 Version: 1.0

Client: [Name]
 Designer: [Name]
 Checker: [Name]
 Approver: [Name]

Scale: 1:100
 Drawing No: 11045_P1_011
 Drawing Title: Second Floor Layout



1:100 SCALE




CARE SUITES



APPENDIX 3
PRE-ADMISSION HEALTH ASSESSMENT

Appendix 1 - Pre-Admission Assessment

 <p>THE <i>Cinnamon</i> CARE COLLECTION</p>	
PRE-ADMISSION ASSESSMENT	
NAME OF PERSON:	TITLE:
LIKES TO BE CALLED:	
NAME OF PERSON COMPLETING THE ASSESSMENT:	
DATE OF ASSESSMENT:	TIME OF ASSESSMENT:
PLACE OF ASSESSMENT:	
PEOPLE PRESENT:	
NHS NUMBER:	NI NUMBER:
DATE OF BIRTH:	MARITAL STATUS:
RELIGION:	
HOME ADDRESS:	
PLACE FROM WHERE ADMISSION WILL TAKE PLACE:	
NEXT OF KIN (1) – EMERGENCY CONTACT:	RELATIONSHIP:
ADDRESS:	POSTCODE:
EMAIL:	TELEPHONE NUMBER:
MOBILE TELEPHONE NUMBER:	
NEXT OF KIN (2):	RELATIONSHIP:
ADDRESS:	POSTCODE:
EMAIL:	TELEPHONE NUMBER:
MOBILE TELEPHONE NUMBER:	

MENTAL HEALTH HISTORY, COGNITIVE DIFFICULTIES & DIAGNOSIS:	
GENERAL PRACTITIONER	
NAME OF GP:	SURGERY
ADDRESS:	
TELEPHONE NUMBER:	FAX NUMBER:
WILL THE PERSON RETAIN THIS GP?	IF NOT, WHO WILL THEY BE REGISTERED WITH:
DOES THE PERSON HAVE A DNR?	
ADVOCACY ARRANGEMENTS	
ABILITY TO STATE ONES PREFERENCES – (TICK)	ABILITY TO RETAIN INFORMED DECISIONS – (TICK)
VERBAL COMMUNICATION	GOOD MEMORY
WRITTEN COMMUNICATION	SHORT TERM MEMORY IMPAIRED
NON-VERBAL COMMUNICATION	LONG TERM MEMORY IMPAIRED
COHERENT	VARIABLE
DESCRIPTION:	
IS THIS PERSON GIVING PERMISSION FOR INFORMATION COLLATED DURING THIS ASSESSMENT TO BE SHARED WITH OTHERS: YES/NO	
WHO CAN THIS INFORMATION BE SHARED WITH:	
WHAT SUPPORT DOES THE PERSON REQUIRE TO MAKE THEIR OWN DECISIONS AROUND THERE MEDICAL/HEALTHCARE NEEDS	ARE ANY OF THE FOLLOWING IN PLACE TO GUIDE DECISION MAKING
	LASTING POWER OF ATTORNEY: FINANCE HEALTH & WELFARE
	ENDURING POWER OF ATTORNEY: COURT OF PROTECTION APPOINTED DEPUTY:

NUTRITIONAL NEEDS/SUPPORT. ADAPTED UTENSILS. ALLERGIES. SWALLOWING ISSUES. SALT ASSESSMENT. WEIGHT LOSS	
ALLERGIES:	
ORAL HEALTH: DATE OF LAST DENTAL CHECK: DENTIST:	DENTURES: UPPER LOWER
HEIGHT IF KNOWN:	DATE OF LAST RECORDED WEIGHT:
MUST SCORE:	
ELIMINATION: CONTINENCE NEEDS & PRODUCTS. PAIN. NIGHT ROUTINE FOR ELIMINATION. HISTORY – UTI's, CONSTIPATION. EQUIPMENT. SKIN CONDITION. MEDICATIONS. CATHETER.ACCESS TO WC & FREQUENCY	
PERSONAL HYGIENE: PREFERENCE FEMALE/MALE CARER. BATH. SHOWER. HAIR WASHING. DRESSING. FOOT CARE. FINGER NAILS. ORAL HYGIENE. ASSISTANCE OR SUPERVISION. AIDS USED. PROSTHESIS.	
MOBILISING: PAST INJURIES. CONTRACTURES/DEFORMITIES. FALLS HISTORY & RISK. STANDING – AIDS USED. TRANSFERRING – AIDS USED. WALKING AIDS. USE OF WHEELCHAIR. STEPS & STAIRS. BALANCE. FOOTWEAR. SEATING	
MAINTAINING A SAFE ENVIRONMENT:	

SEXUAL ORIENTATION. INTEREST IN APPEARANCE. DRESSING. MAKE UP. PERSONAL RELATIONSHIPS. WHAT MAKES THE PERSON FEEL LOVED?

FOOTCARE:
 ARE THERE ANY HIGHLIGHTED PROBLEMS WITH FEET?
 DIABETIC. PERIPHERAL CIRCULATION. INDEPENDENT
 CHIROPODY TREATMENT

ONGOING SCREENING OR HEALTH CHECKS/HEALTH PROMOTION:
 BLOOD PRESSURE, BLOOD TESTS. PACEMAKER. GLAUCOMA. VISION. HEARING. THYROID. RENAL. DIABETES. CVA. DEPRESSION.
 DEMENTIA. PAIN. MOBILITY. PROGRESSIVE ILLNESS. OUTSTANDING APPOINTMENTS. OTHER

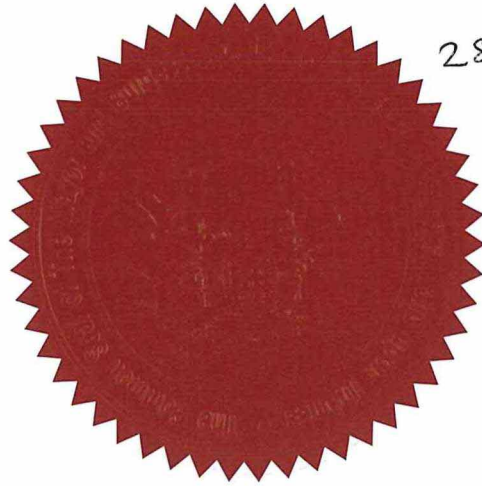
EMERGENCY REQUIREMENTS:
 ILL HEALTH. MINOR INJURY. MAJOR INJURY/ILLNESS – PREFERENCES: HOSPITALISATION - A&E. WHO WILL ATTEND/ESCORT. KEY
 PEOPLE & CONTACT. ESCORT TO SCHEDULED APPOINTMENTS. SPECIALIST ASSISTANCE & SUPPORT NEEDED.

CURRENT MEDICATION

NAME OF MEDICATION	STRENGTH	AMOUNT TO BE TAKEN	FREQUENCY

28460/06

THE SEAL of THE MAYOR AND)
BURGESSES OF THE LONDON)
BOROUGH OF RICHMOND was)
hereunto affixed in the presence of:)



Authorised Signatory

EXECUTED AS A DEED by HAMPTON)
CARE HOME LIMITED acting by a)
director in the presence of:)

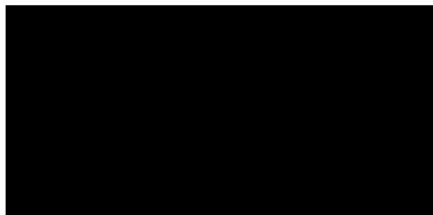


Signature of witness

STUART NORRIS

Name (in BLOCK CAPITALS)

Address



Director