

328268

CLARE VICARY
PLANNING INSPECTORATE
3D
TEMPLE QUAY HOUSE
2 THE SQUARE
BASTOL
BS1 6PN

Royal Mail

Signed For

KL 2472 7770 7GB

SIGNED FOR



KL 2472 7770 7GB

SIGNED FOR

65600 Rev Feb 18

Signed For IC

£4.80 00 2309kg
BS1 6PN 2 THE
BR: 054025 28/02/24
1-5803001 VAT C4
PRN: 0210-D309-01C4-0B88



SINGLE USE ONLY

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REGISTRY

29 FEB 2024

RECEIVED

REGISTRY

29 FEB 2024

RECEIVED

the boathouse

27 ferry road

teddington

tw11 9nn



Claire Vicary
3D
Temple Quay House
2 The Square
Bristol
BS1 6PN

28 February 2024

Dear Claire

Appeal Reference number: APP/L5810/W/23/3328268

Please find attached an original copy of the signed UU's for the appeal at Waldegrave Road, Teddington.

UU Document 1 – Affordable Housing

UU Document 2 – Carbon Offset

UU Document 3 – Restriction on Parking Permits

UU Document 4 – Car Club

Yours Faithfully

A handwritten signature in black ink, appearing to read 'M P' followed by a wavy line.

Matthew Allchurch
for and on behalf of
Matthew Allchurch Architects

D: 07932 740 780

E: matt@maa-architects.com

SIGNED

ORIGINAL

THIS UNILATERAL UNDERTAKING is made as a Deed the 28th day of FEB two thousand and twenty ~~three~~ Four.

BY

(1) ("the Owner") ROBERT WILLIAM TAYLOR of 124 Montrose Avenue, Whitton, Twickenham TW2 6HD and JOHN MILLER TAYLOR of 132 Brox Road Ottershaw Chertsey KT16 0LG

IN FAVOUR OF

(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:-

- "1974 Act" the Greater London Council (General Powers) Act 1974
- "1972 Act" the Local Government Act 1972
- "1990 Act" the Town & Country Planning Act 1990
- "2011 Act" the Localism Act 2011
- "Accredited Car Club Provider" an organisation accredited in the United Kingdom by Car Plus which provides cars for use by members of a Car Club in consideration of payment therefor
- "Appeal" means the appeal reference number [APP/LSB/0/W/23/3328268] submitted by the Applicant to the Secretary of State against the refusal by the Council of the Application
- "the Applicant" Matthew Allchurch C/o The Boathouse Design Studio 27 Ferry Road Teddington TW11 9NN
- "Car Club" a local club operated and managed by an Accredited Car Club Provider in which members

	can book cars owned by the Accredited Car Club Provider and parked in specifically reserved car club spaces and use them for the period of the booking
"Car Plus"	the national charity promoting responsible car use and which operates an accreditation scheme for Car Clubs
"the Development"	the development described in the Planning Permission
"the 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
"Implementation"	<p>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:</p> <ul style="list-style-type: none">(i) ground investigatory site survey work(ii) construction of boundary fencing(iii) archaeological investigation(iv) works of decontamination or remediation
"Implementation Date"	the date on which Implementation occurs
"Local Plan"	the Council's Local Plan made pursuant to Part 2 of the Planning and Compulsory Purchase Act 2004
"Monitoring Fee"	the sum of [xxx (£xx)] as calculated in accordance with the formula in Appendix 3 to the Council's Planning Obligations Supplementary Planning Document or any Supplementary Planning Document replacing the same
"Occupation"	the full and beneficial occupation of the Residential Unit(s) (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or security purposes) and "Occupied" and "Occupy" shall be construed accordingly

"Occupation Date"	first Occupation of the first Residential Unit to be constructed for residential purposes within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended) which constitutes Material Operation under section 56(4) (e) of the 1990 Act
"the Planning Application"	the application made by the Applicant under reference number 21/3773/FUL dated 28 October 2021 in respect of: Change of use and alterations to no.189 Waldegrave Road to create one ground floor commercial unit and 3 no. one-bedroom residential apartments; creation of a disabled car parking space on the Waldegrave Road frontage; demolition of all existing buildings at the rear of no. 189-207 Waldegrave Road and the erection of two residential blocks (one two-storey and a part two-, part three-storey building) comprising 15 no. residential apartments (8 x onebedroom and 7 x two-bedroom); erection of cycle storage and recycling structure; landscaping.
"the Planning Permission"	a planning permission that may be granted by the Council pursuant to the Appeal
"the Property"	land and buildings situate at Land Rear Of 189 To 207 And, 189 Waldegrave Road, Teddington, TW11 8LX delineated in red on the plan attached hereto
"Residential Unit(s)"	the residential unit(s) 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 numbers SGL411106, SGL171956, TGL75849 and MX435371 as the proprietor of the freehold interest in the Property
- (3) The Council refused the Planning Application and the Applicant has submitted the Appeal to the Secretary of State against that refusal and the Owner has entered into this Deed which makes provision for regulating the Development and securing the matters referred to in this Deed
- (4) Policy LP45 of the Local Plan provides inter alia that the Council will require new development to make provision for the accommodation of vehicles in order to provide for the needs of the development while minimising the impact of car based travel and encourage new car club provision and membership to car clubs
- (5) The Applicant has submitted the Appeal and the Owner has entered into this Deed in order to secure the planning obligations contained in it in accordance with the Local Plan so that it may be taken into account as a material consideration in the determination of the Appeal .

NOW THIS DEED WITNESSETH as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions
2. THE Owner hereby UNDERTAKES to the Council:-
 - (a) to provide seven (7) days prior written notice to the HDM:
 - (i) of the intended Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same
 - (ii) of the Occupation Date
 - (b) For the avoidance of doubt the Owner agrees that if Implementation occurs and the notice required in paragraph 2(a)(i) 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
 - (c) to pay to the Council its reasonable and proper legal costs in the sum of six hundred pounds (£600) for reviewing and approving this Deed and the Monitoring Fee
 - (d) Prior to the Occupation Date:
 - (i) to submit to the HDM details of the name of and correspondence with the Accredited Car Club Provider indicating the intention of the Owner to establish that any Occupier within the Residential Unit(s) shall have membership of a Car Club including a proposed establishment date for his approval and not to occupy the Development unless and until the Accredited Car

Club Provider for the Development has been approved by the HDM (such approval not to be unreasonably withheld or delayed) and

(ii) within one month of the Occupation Date to procure at its own expense that the first Resident of each Residential Unit (limited to membership of one individual) has membership of the approved Car Club for five years and to provide a copy of the final signed and dated contract with the Accredited Car Club Provider to the HDM

(iii) In the event that the Accredited Car Club Provider is no longer able to provide the Car Club for the Development the Owner shall notify the HDM in writing and shall then use all reasonable endeavours to secure another Accredited Car Club Provider for the Development in accordance with the provisions of this Deed

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 registrable by the Council in the Council's Register of Local Land Charges immediately on completion thereof

Reference to statutes and statutory instruments

(h) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

Variations

(i) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a subsequent deed of variation

(j) This Deed shall continue to be valid and enforceable following an amendment or variation of a condition attached to the Planning Permission achieved through the grant of a planning permission pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

English law applicable

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

Effect of revocation of planning permission

(l) This Deed is given by the Owner on the condition that 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 or quashed as a result of legal action 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 any moneys that have been paid by the Owner pursuant to the obligations contained within 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

Waivers not to be of a continuing nature

(m) No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner

Liability of subsequent Owner and release of former Owner

(n) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under them in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its interest in the Property)

Contracts (Rights of Third Parties) Act 1999

(o) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or is capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council and the Owner

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

SIGNED AND DELIVERED as a deed by)
ROBERT WILLIAM TAYLOR)
in the presence of :)



MP 
MATT ALCHURCH

SIGNED AND DELIVERED AS A DEED BY)
JOHN MILLER TAYLOR)
IN THE PRESENCE OF :)



MP 
MATT ALCHURCH

Dated 28th FEBRUARY 2024

**ROBIN WILLIAM TAYLOR and JOHN MILLER
TAYLOR**

-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 Land Rear Of 189 To 207 And, 189
Waldegrave Road, Teddington, TW11 8LX**

Ref: Car Club UU

~~SECRET~~

THIS UNILATERAL UNDERTAKING is made as a Deed the ^{28th} day of **FEB** two thousand and twenty ~~three~~ **Four**.

BY

- (1) ("the Owner") **ROBERT WILLIAM TAYLOR** of 124 Montrose Avenue, Whitton, Twickenham TW2 6HD and **JOHN MILLER TAYLOR** of 132 Brox Road Ottershaw Chertsey KT16 0LG

IN FAVOUR OF

- (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:-

- "1974 Act" the Greater London Council (General Powers) Act 1974
- "1972 Act" the Local Government Act 1972
- "1990 Act" the Town & Country Planning Act 1990
- "2011 Act" the Localism Act 2011
- "Accredited Car Club Provider" an organisation accredited in the United Kingdom by Car Plus which provides cars for use by members of a Car Club in consideration of payment therefor
- "Appeal" **APP/LSB10/W/23/3328268** . means the appeal reference number [] submitted by the Applicant to the Secretary of State against the refusal by the Council of the Application
- "the Applicant" Matthew Allchurch C/o The Boathouse Design Studio 27 Ferry Road Teddington TW11 9NN
- "Car Club" a local club operated and managed by an Accredited Car Club Provider in which members

	can book cars owned by the Accredited Car Club Provider and parked in specifically reserved car club spaces and use them for the period of the booking
"Car Plus"	the national charity promoting responsible car use and which operates an accreditation scheme for Car Clubs
"the Development"	the development described in the Planning Permission
"the 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
"Implementation"	<p>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:</p> <ul style="list-style-type: none">(i) ground investigatory site survey work(ii) construction of boundary fencing(iii) archaeological investigation(iv) works of decontamination or remediation
"Implementation Date"	the date on which Implementation occurs
"Local Plan"	the Council's Local Plan made pursuant to Part 2 of the Planning and Compulsory Purchase Act 2004
"Monitoring Fee"	the sum of [xxx (£xx)] as calculated in accordance with the formula in Appendix 3 to the Council's Planning Obligations Supplementary Planning Document or any Supplementary Planning Document replacing the same
"Occupation"	the full and beneficial occupation of the Residential Unit(s) (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or security purposes) and "Occupied" and "Occupy" shall be construed accordingly

"Occupation Date"

first Occupation of the first Residential Unit to be constructed for residential purposes within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended) which constitutes Material Operation under section 56(4) (e) of the 1990 Act

"the Planning Application"

the application made by the Applicant under reference number 21/3773/FUL dated 28 October 2021 in respect of:

Change of use and alterations to no.189 Waldegrave Road to create one ground floor commercial unit and 3 no. one-bedroom residential apartments; creation of a disabled car parking space on the Waldegrave Road frontage; demolition of all existing buildings at the rear of no. 189-207 Waldegrave Road and the erection of two residential blocks (one two-storey and a part two-, part three-storey building) comprising 15 no. residential apartments (8 x onebedroom and 7 x two-bedroom); erection of cycle storage and recycling structure; landscaping.

"the Planning Permission"

a planning permission that may be granted by the Council pursuant to the Appeal

"the Property"

land and buildings situate at Land Rear Of 189 To 207 And, 189 Waldegrave Road, Teddington, TW11 8LX delineated in red on the plan attached hereto

"Residential Unit(s)"

the residential unit(s) 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 numbers SGL411106, SGL171956, TGL75849 and MX435371 as the proprietor of the freehold interest in the Property
- (3) The Council refused the Planning Application and the Applicant has submitted the Appeal to the Secretary of State against that refusal and the Owner has entered into this Deed which makes provision for regulating the Development and securing the matters referred to in this Deed
- (4) Policy LP45 of the Local Plan provides inter alia that the Council will require new development to make provision for the accommodation of vehicles in order to provide for the needs of the development while minimising the impact of car based travel and encourage new car club provision and membership to car clubs
- (5) The Applicant has submitted the Appeal and the Owner has entered into this Deed in order to secure the planning obligations contained in it in accordance with the Local Plan so that it may be taken into account as a material consideration in the determination of the Appeal .

NOW THIS DEED WITNESSETH as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions
2. THE Owner hereby UNDERTAKES to the Council:-
 - (a) to provide seven (7) days prior written notice to the HDM:
 - (i) of the intended Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same
 - (ii) of the Occupation Date
 - (b) For the avoidance of doubt the Owner agrees that if Implementation occurs and the notice required in paragraph 2(a)(i) 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
 - (c) to pay to the Council its reasonable and proper legal costs in the sum of six hundred pounds (£600) for reviewing and approving this Deed and the Monitoring Fee
 - (d) Prior to the Occupation Date:
 - (i) to submit to the HDM details of the name of and correspondence with the Accredited Car Club Provider indicating the intention of the Owner to establish that any Occupier within the Residential Unit(s) shall have membership of a Car Club including a proposed establishment date for his approval and not to occupy the Development unless and until the Accredited Car

Club Provider for the Development has been approved by the HDM (such approval not to be unreasonably withheld or delayed) and

(ii) within one month of the Occupation Date to procure at its own expense that the first Resident of each Residential Unit (limited to membership of one individual) has membership of the approved Car Club for five years and to provide a copy of the final signed and dated contract with the Accredited Car Club Provider to the HDM

(iii) In the event that the Accredited Car Club Provider is no longer able to provide the Car Club for the Development the Owner shall notify the HDM in writing and shall then use all reasonable endeavours to secure another Accredited Car Club Provider for the Development in accordance with the provisions of this Deed

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 registrable by the Council in the Council's Register of Local Land Charges immediately on completion thereof

Reference to statutes and statutory instruments

(h) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

Variations

(i) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a subsequent deed of variation

(j) This Deed shall continue to be valid and enforceable following an amendment or variation of a condition attached to the Planning Permission achieved through the grant of a planning permission pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

English law applicable

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

Effect of revocation of planning permission

(l) This Deed is given by the Owner on the condition that 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 or quashed as a result of legal action 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 any moneys that have been paid by the Owner pursuant to the obligations contained within 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

Waivers not to be of a continuing nature

(m) No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner

Liability of subsequent Owner and release of former Owner

(n) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under them in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its interest in the Property)

Contracts (Rights of Third Parties) Act 1999

(o) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or is capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council and the Owner

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


SIGNED AND DELIVERED as a deed by
ROBERT WILLIAM TAYLOR
in the presence of :

)
)
) 


MATT ALLCHURCH

SIGNED AND DELIVERED AS A DEED BY
JOHN MILLER TAYLOR
IN THE PRESENCE OF :

)
)
) 


MATT ALLCHURCH

Dated 28th FEBRUARY 2024

ROBIN WILLIAM TAYLOR and JOHN MILLER
TAYLOR

-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 Land Rear Of 189 To 207 And, 189
Waldegrave Road, Teddington, TW11 8LX

Ref: Car Club UU

SIGNED ORIGINAL

28th FEB

THIS UNILATERAL UNDERTAKING is made as a Deed the day of two thousand and twenty ~~three~~ **Four**

BY

- (1) ("the Owner") **ROBERT WILLIAM TAYLOR** of 124 Montrose Avenue, Whitton, Twickenham TW2 6HD and **JOHN MILLER TAYLOR** of 132 Brox Road Ottershaw Chertsey KT16 0LG

IN FAVOUR OF

- (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:-

"1974 Act" the Greater London Council (General Powers) Act 1974

"1972 Act" the Local Government Act 1972

"1990 Act" the Town & Country Planning Act 1990

"2011 Act" the Localism Act 2011

"Appeal" means the appeal reference number [**APP/L5810/W/23/3328268**] submitted by the Applicant to the Secretary of State against the refusal by the Council of the Application

"the Applicant" Matthew Allchurch C/o The Boathouse Design Studio 27 Ferry Road Teddington TW11 9NN

"CPZ" the controlled parking zone T1 or any controlled parking zone amending or replacing the same

"the Development" the development described in the Planning Application

"Disabled Persons Badge"	a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970
"the 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
"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: <ul data-bbox="783 748 1377 1227" style="list-style-type: none"><li data-bbox="783 748 1334 786">(i) ground investigatory site survey work<li data-bbox="783 813 1050 851">(ii) site clearance<li data-bbox="783 878 1313 943">(iii) construction of boundary fencing or temporary means of enclosure<li data-bbox="783 969 1222 1008">(iv) archaeological investigation<li data-bbox="783 1034 1377 1072">(v) works of decontamination or remediation<li data-bbox="783 1099 1265 1137">(vi) diversion and laying of services<li data-bbox="783 1164 1310 1227">(vii) temporary display of site notices or advertisements
"Implementation Date"	the date on which Implementation occurs
"Local Plan"	the Council's Local Plan made pursuant to Part 2 of the Planning and Compulsory Purchase Act 2004
"Monitoring Fee"	The sum of [xxx (£xxx)] as calculated in accordance with the formula in Appendix 3 to the Council's Planning Obligations Supplementary Planning Document or any Supplementary Planning Document replacing the same
"Motor Vehicle"	any mechanically propelled vehicles intended or adapted for use on a road and / or highway

"the Planning Application"

the application made by the Applicant under reference number 21/3773/FUL dated 28 October 2021 in respect of:

Change of use and alterations to no.189 Waldegrave Road to create one ground floor commercial unit and 3 no. one-bedroom residential apartments; creation of a disabled car parking space on the Waldegrave Road frontage; demolition of all existing buildings at the rear of no. 189-207 Waldegrave Road and the erection of two residential blocks (one two-storey and a part two-, part three-storey building) comprising 15 no. residential apartments (8 x onebedroom and 7 x two-bedroom); erection of cycle storage and recycling structure; landscaping.

Planning Permission"

a planning permission that may be granted by the Council pursuant to the Appeal

"the Property"

land and buildings situated at Land Rear Of 189 To 207 And, 189 Waldegrave Road, Teddington, TW11 8LX delineated in red on the plan attached hereto

"Residential Occupier"

any tenant or individual occupier or leasehold owner of a residential unit at the Property and for the avoidance of doubt the term "Residential Occupiers":

- (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

"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 Unit(s)"	the residential unit(s) 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 numbers SGL411106, SGL171956, TGL75849 and MX435371 as the proprietor of the freehold interest in the Property and the Mortgagee is similarly registered as the proprietor of the Mortgage
- (3) The Council refused the Planning Application and the Applicant has submitted the Appeal to the Secretary of State against that refusal and the Owner has entered into this Deed which makes provision for regulating the Development and securing the matters referred to in this Deed
- (4) Policy LP45 of the Council's Local Plan provides that new development should be acceptable in terms of traffic generation and traffic impact minimising the impact of car based travel including its impact on the operation of the road network and local environment. Policy LP45 recognises there may be opportunities for car free developments subject to controls being secured to ensure new development does not contribute to on-street parking stress in the locality. Similar controls may also be required where existing levels of on-street parking are very high
- (5) the Applicant has submitted the Appeal and 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 Appeal

NOW THIS DEED WITNESSETH as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions
2. THE Owner hereby UNDERTAKES to the Council:-
 - (a) not to dispose of to any person or occupy or allow any person to be the Residential Occupier of a Residential Unit to be created as part 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 (4) 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 Residents Parking Bay or other place within the CPZ nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council

- (b) on the date hereof to pay the Council's legal costs in reviewing and approving this Deed in the sum of six hundred pounds (£600) and the Monitoring Fee
- (c) To provide written notification to the HDM 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
- (d) For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 2(c) 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

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" and "the Mortgagee" shall include their respective successors in title and assignees

Local land charge provisions

- (g) This Deed is a Local Land Charge registrable by the Council in the Council's Register of Local Land Charges immediately on completion thereof

Reference to statutes and statutory instruments

- (h) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

Variations

- (i) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a subsequent deed of variation
- (j) This Deed shall continue to be valid and enforceable following an amendment or variation of a condition attached to the Planning Permission achieved through the grant of a planning permission pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

English law applicable

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

Effect of revocation of planning permission

- (l) This Deed is given by the Owner on the condition that 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 or quashed as a result of legal action 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 any moneys that have been paid by the Owner pursuant to the obligations contained within 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

Waivers not to be of a continuing nature

- (m) No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner

Liability of subsequent Owner and release of former Owner


- (n) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under them in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its interest in the Property)

Contracts (Rights of Third Parties) Act 1999

- (o) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or is capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council and the Owner

SIGNED AND DELIVERED AS A DEED BY
ROBERT WILLIAM TAYLOR
 IN THE PRESENCE OF :

) 
)
)


 MATT ALLCHURCH

SIGNED AND DELIVERED AS A DEED BY
JOHN MILLER TAYLOR
IN THE PRESENCE OF :

)
)
) 


MATT


ALLECHURCH

Dated 28th FEB 2021

ROBERT
ROBIN WILLIAM TAYLOR and JOHN MILLER
TAYLOR

-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 Land Rear Of 189 To 207 And, 189
Waldegrave Road, Teddington, TW11 8LX

Ref: Residents parking permit restriction UU

~~SIGNED~~ ~~RICHMOND~~

28th FEB

THIS UNILATERAL UNDERTAKING is made as a Deed the day of two thousand and twenty ~~three~~ **Four**

BY

- (1) ("the Owner") **ROBERT WILLIAM TAYLOR** of 124 Montrose Avenue, Whitton, Twickenham TW2 6HD and **JOHN MILLER TAYLOR** of 132 Brox Road Ottershaw Chertsey KT16 0LG

IN FAVOUR OF

- (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:-

"1974 Act"	the Greater London Council (General Powers) Act 1974
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"1972 Act"	the Local Government Act 1972
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"1990 Act"	the Town & Country Planning Act 1990
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"2011 Act"	the Localism Act 2011
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"Appeal"	<p style="text-align: right;">APP/L5810/W/23/3328268</p> <p>means the appeal reference number [] submitted by the Applicant to the Secretary of State against the refusal by the Council of the Application</p>
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"the Applicant"	Matthew Allchurch C/o The Boathouse Design Studio 27 Ferry Road Teddington TW11 9NN
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"CPZ"	the controlled parking zone T1 or any controlled parking zone amending or replacing the same
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"the Development"	the development described in the Planning Application
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"Disabled Persons Badge"	a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970
"the 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
"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: <ul data-bbox="778 775 1369 1249" style="list-style-type: none"><li data-bbox="778 775 1326 810">(i) ground investigatory site survey work<li data-bbox="778 837 1043 873">(ii) site clearance<li data-bbox="778 900 1305 965">(iii) construction of boundary fencing or temporary means of enclosure<li data-bbox="778 992 1214 1028">(iv) archaeological investigation<li data-bbox="778 1055 1369 1090">(v) works of decontamination or remediation<li data-bbox="778 1117 1257 1153">(vi) diversion and laying of services<li data-bbox="778 1180 1302 1245">(vii) temporary display of site notices or advertisements
"Implementation Date"	the date on which Implementation occurs
"Local Plan"	the Council's Local Plan made pursuant to Part 2 of the Planning and Compulsory Purchase Act 2004
"Monitoring Fee"	The sum of [xxx (£xxx)] as calculated in accordance with the formula in Appendix 3 to the Council's Planning Obligations Supplementary Planning Document or any Supplementary Planning Document replacing the same
"Motor Vehicle"	any mechanically propelled vehicles intended or adapted for use on a road and / or highway

"the Planning Application"

the application made by the Applicant under reference number 21/3773/FUL dated 28 October 2021 in respect of:

Change of use and alterations to no. 189 Waldegrave Road to create one ground floor commercial unit and 3 no. one-bedroom residential apartments; creation of a disabled car parking space on the Waldegrave Road frontage; demolition of all existing buildings at the rear of no. 189-207 Waldegrave Road and the erection of two residential blocks (one two-storey and a part two-, part three-storey building) comprising 15 no. residential apartments (8 x onebedroom and 7 x two-bedroom); erection of cycle storage and recycling structure; landscaping.

Planning Permission"

a planning permission that may be granted by the Council pursuant to the Appeal

"the Property"

land and buildings situated at Land Rear Of 189 To 207 And, 189 Waldegrave Road, Teddington, TW11 8LX delineated in red on the plan attached hereto

"Residential Occupier"

any tenant or individual occupier or leasehold owner of a residential unit at the Property and for the avoidance of doubt the term "Residential Occupiers":

- (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

"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 Unit(s)"	the residential unit(s) 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 numbers SGL411106, SGL171956, TGL75849 and MX435371 as the proprietor of the freehold interest in the Property and the Mortgagee is similarly registered as the proprietor of the Mortgage
- (3) The Council refused the Planning Application and the Applicant has submitted the Appeal to the Secretary of State against that refusal and the Owner has entered into this Deed which makes provision for regulating the Development and securing the matters referred to in this Deed
- (4) Policy LP45 of the Council's Local Plan provides that new development should be acceptable in terms of traffic generation and traffic impact minimising the impact of car based travel including its impact on the operation of the road network and local environment. Policy LP45 recognises there may be opportunities for car free developments subject to controls being secured to ensure new development does not contribute to on-street parking stress in the locality. Similar controls may also be required where existing levels of on-street parking are very high
- (5) the Applicant has submitted the Appeal and 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 Appeal

NOW THIS DEED WITNESSETH as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions
2. THE Owner hereby UNDERTAKES to the Council:-
 - (a) not to dispose of to any person or occupy or allow any person to be the Residential Occupier of a Residential Unit to be created as part 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 (4) 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 Residents Parking Bay or other place within the CPZ nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council

- (b) on the date hereof to pay the Council's legal costs in reviewing and approving this Deed in the sum of six hundred pounds (£600) and the Monitoring Fee
- (c) To provide written notification to the HDM 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
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Liability of subsequent Owner and release of former Owner



(n) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under them in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its interest in the Property)

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MATT ALLECHURCH

Dated 28th FEB 2021

ROBERT

**ROBIN WILLIAM TAYLOR and JOHN MILLER
TAYLOR**

-to-

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

**DEED OF UNILATERAL UNDERTAKING
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