

12:56

DATED

14 June

2024

GREGGS PLC

to

**THE LONDON BOROUGH
OF RICHMOND UPON THAMES**

and

DEED OF AGREEMENT

under Section 106 of the Town and Country Planning Act 1990
section 16 of the Greater London Council (General Powers) Act 1974
and other powers
relating to land at Greggs, Gould Road, Twickenham, TW2 6RT

THIS DEED is dated the 14 day of June 2024

BY

1. PARTIES

1.1 **GREGGS PLC** (Company Registration Number 502851) of Greggs House, Quorum Business Park, Newcastle upon Tyne NE12 8BU (the “**Owner**”)

To:

1.2 **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham Middlesex TW1 3BZ (the “**Council**”)

1.3 and

2. RECITALS

2.1 The Council is the local planning authority for the purposes of the Act for the Land.

2.2 The Council is also the local highway authority for the highways in the vicinity of the Land.

2.3 The Owner is the registered proprietor of the freehold interest in the Land.

2.4 The Application has been made to the Council.

3. DEFINITIONS

In this Deed (except where the context otherwise requires):

“ Act ”	means the Town and Country Planning Act 1990 (as amended)
“ Additional Affordable Housing Units ”	means any Open Market Units which an Early Stage Review concludes are to be converted to Affordable Housing and are provided within the Development in accordance with the Additional Affordable Housing Scheme

<p>“Additional Affordable Housing Scheme”</p>	<p>means a scheme to be submitted to the Council in accordance with Schedule 4 of this Deed detailing the Additional Affordable Housing Units to be provided (if applicable) and which:</p> <ol style="list-style-type: none"> (1) confirms the Open Market Units that are to be converted into Social Rent Housing and/or Shared Ownership Housing; (2) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit; (3) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units; (4) ensures that the Additional Affordable Housing Units are spread across the Development appropriately; (5) ensures that at least 10 per cent of the Additional Affordable Housing Units are Wheelchair Accessible across all tenures and unit sizes; (6) provides details (including 1:50 floor plans) of the proposed Wheelchair Accessible and Wheelchair Adaptable Additional Affordable Housing Units; and <p>sets out the amount (if any) of any financial contribution payable towards offsite Affordable Housing if the circumstances set out in paragraph 6.6 of Part 2 of Schedule 4 applies</p>
<p>“Affordable Housing”</p>	<p>means Social Rent Housing, and Shared Ownership Housing</p>
<p>“Affordable Housing Cap”</p>	<p>means the equivalent of 50% by Habitable Room of the Residential Units</p>
<p>“Affordable Housing Provider”</p>	<p>means a provider of Affordable Housing by virtue of their being listed on the register of providers of social housing maintained by the Regulator of Social Housing under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) or being an approved development partner of Homes England (or any successor agency) or any other body specialising in the provision of Affordable Housing and the term “Affordable Housing Providers” shall be construed accordingly</p>

“Affordable Housing Units”	means the 58 Residential Units to be made available for Affordable Housing comprising 153 Habitable Rooms (39.5% of the Residential Units by Habitable Room) and shown on Plan 5 and "Affordable Housing Unit" shall be construed accordingly and "Affordable Housing Unit" shall be construed accordingly
“Affordable Tenancy Rate”	means a rent and service charge of a maximum of 50% of comparable local market rates for comparable properties.
“Affordable Workspace”	<p>means 175sqm of the GIA of the Office Space being flexible and affordable workspace which is let to an Affordable Workspace Manager pursuant to an Affordable Workspace Agreement, for a specific social, cultural or economic development purpose. These circumstances may include workspace that is:</p> <ul style="list-style-type: none"> • dedicated to specific sectors that have social value such as charities or social enterprises; • dedicated for specific sectors that have cultural value such as artists' studios and designer-maker spaces; • dedicated for disadvantaged groups starting up in any sector; • providing educational or research-driven outcomes through connections to schools, colleges or higher education; and • supporting start-up businesses or regeneration
“Affordable Workspace Agreement”	means an an agreement between an Affordable Workspace Manager and the person or organisation letting the identified Affordable Workspace that shall include an obligation that both parties shall fully implement the Workspace Management Plan
“Affordable Workspace Manager”	means a person or persons responsible for managing the Affordable Workspace (which may include the Owner)
“Air Quality Action Fund Contribution”	means the sum of fourteen thousand three hundred and fourteen pounds (£14,314) towards the delivery of air quality regulatory and compliance initiatives within the Borough

“Application”	means the planning application submitted to the Council (and allocated reference 22/2556/FUL) for planning permission for the Development												
“Approved Tenure Mix”	<p>means a total of 58 Affordable Housing Units comprising of: Social Rent Housing Units’ and ‘Shared Ownership Housing Units as follows:</p> <table border="1"> <thead> <tr> <th>Type of Units</th> <th>Quantum of 1 Bed Units</th> <th>Quantum of 2 Bed Units</th> <th>Quantum of 3 Bed Units</th> </tr> </thead> <tbody> <tr> <td>Social Rent Housing</td> <td>23</td> <td>17</td> <td>7</td> </tr> <tr> <td>Shared Ownership Housing</td> <td>6</td> <td>5</td> <td>0</td> </tr> </tbody> </table>	Type of Units	Quantum of 1 Bed Units	Quantum of 2 Bed Units	Quantum of 3 Bed Units	Social Rent Housing	23	17	7	Shared Ownership Housing	6	5	0
Type of Units	Quantum of 1 Bed Units	Quantum of 2 Bed Units	Quantum of 3 Bed Units										
Social Rent Housing	23	17	7										
Shared Ownership Housing	6	5	0										
“Average Social Rent Housing Value”	means the average value of Social Rent Housing floorspace per square metre at the relevant Review Date based on the information provided to establish the Early Stage Review GDV the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council												
“Average Shared Ownership Housing Value”	means the average value of Shared Ownership Housing floorspace per square metre at the relevant Review Date based on the information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council.												
“Average Open Market Housing Value”	means the average value of Open Market Unit floorspace per square metre at the relevant Review Date based on the information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council												

“Blue Badge”	means a disabled person’s badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (or such other legislation as may supersede it and provide for the issue of disabled persons parking badges/permits)
“Borough”	means the administrative area of the London Borough of Richmond upon Thames
“Build Costs”	<p>means the build costs of the Development supported by provision of evidence of these costs to the Council’s reasonable satisfaction including (but not limited to):</p> <ul style="list-style-type: none"> (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Owner’s quantity surveyor, costs consultant or agent <p>but excluding:</p> <ul style="list-style-type: none"> (i) professional, finance legal and marketing costs; (ii) all the Owner’s internal costs including (but not limited to) project management costs, overheads and administrative expenses; and (iii) any costs arising from Fraudulent Transactions
“Building Standards”	<p>A standard to fully comply with the following:</p> <p>“Technical housing standards Nationally described space standards published by the Department for Communities and Local Government in March 2015”</p>
“Carbon Off-Set Contribution Repayment Cap”	means the sum of fifty four thousand nine hundred and sixteen pounds (£54,916)

“Car Club”	means a car club established and operated by the Car Club Operator which provides Motor Vehicles available for hire in the vicinity of the Land on a flexible basis and which residents of the Development and members of the general public may join
“Car Club Bay Provision”	means the Car Club bay situated on Edwin Road to be constructed on the highway for the benefit of occupiers of the Residential Units pursuant to paragraph 1.1 of Schedule 6 herein as shown on Plan 3
“Car Club Membership”	means membership of the Car Club free of any membership fee and cost to the Occupier of the Residential Unit
“Car Club Operator”	means an operator of a Car Club which is accredited by Carplus or otherwise approved by the Council in writing
“Carbon Emissions Offset Contribution Formula”	<p>means $A = (T \times Y \times Z) - U$</p> <p>where:</p> <ul style="list-style-type: none"> • A is the Second Carbon Off-Set Contribution • T is the shortfall (measured in tonnes of carbon dioxide per annum) against the target to secure a one hundred percent (100%) reduction in regulated emissions measured in accordance with Standard Assessment Procedure (SAP10), agreed or determined in accordance with paragraphs 2 and 3 of Schedule 5 • Y is the number of years for which the contribution is payable, being thirty (30) years • Z is the cost of carbon per tonne taken from the Council’s Local Plan, being ninety five pounds (£95) per tonne of carbon dioxide • U is the First Carbon Off-Set Contribution
“Certificate of Practical Completion”	means the final certificate issued by the Affordable Housing Provider certifying that the Affordable Housing Units have been Practically Completed to the reasonable satisfaction of the Affordable Housing Provider

“Commencement of Development”	means the earliest date upon which a material operation comprised in the Development is begun as defined by section 56(4) of the Act but for the purpose of this Deed excluding the following (a) demolition works (b) archaeological works (c) site surveys including bore holes (d) site preparation (e) environmental preparatory works (f) the erection of fencing to enclose the Development or any part of the Development (g) the laying out of temporary access roads for construction purposes (h) the erection of temporary site buildings for construction purposes (i) contamination tests and (j) and any works of decontamination remediation (and “Commence” “Commence the Development” and “Commenced” shall be construed accordingly)
“Construction Phase”	means the period from Commencement of Development to Practical Completion of the Development
“Component”	means a part of the Development including but not limited to the following: <ul style="list-style-type: none"> (a) Open Market Units; (b) Affordable Housing Units; (c) any other floorspace; (d) property; and (e) land and the expression “Components” shall be construed accordingly.
“CPZ”	means the controlled parking zone WT - West Twickenham or any controlled parking zone amending or replacing the same in which the parking and waiting of Motor Vehicles on the public highway is restricted and regulated by a traffic management

	order made pursuant to the Road Traffic Regulations Act 1974 or some other Act of authority
”Deficit”	means £3,937,191 as per the Viability Appraisal
”Development”	means the re-development of the Land for the demolition of existing buildings (with retention of single dwelling) and redevelopment of the site to provide up to 116 residential units and 175sq.m commercial floorspace (Use Class E) with associated hard and soft landscaping, car parking and highways works and other associated works.
”Disposal”	<p>means:</p> <ul style="list-style-type: none"> (a) the Sale of a Component or Components of the Development; or (b) the grant of a lease of a term of less than 125 years of a Component of the Development; or (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development <p>but excluding Fraudulent Transactions and ”Dispose” and ”Disposed” shall be construed accordingly</p>

“Early Stage Review”	means an assessment of the Early Stage Review Development Viability Information pursuant to the provisions of Part 2 of Schedule 4
“Early Stage Review Costs”	means the sum of: <ul style="list-style-type: none"> (a) the estimated Build Costs remaining to be incurred after the Early Stage Review Date; and (b) the Build Costs actually incurred at the Early Stage Review Date
“Early Stage Review Date”	means the date of submission of the Early Stage Review Development Viability Information pursuant to paragraph 5 of Schedule 4 to this Deed
“Early Stage Review Development Viability Information”	means the information required by Formula 1b and Formula 2 being: <ul style="list-style-type: none"> (a) Estimated GDV; and (b) Estimated Build Costs; (c) Average Open Market Housing Value; (d) Average Social Rent Housing Value; and (e) Average Shared Ownership Housing Value, including in each case supporting evidence to the Council's reasonable satisfaction;
“Early Stage Review GDV”	means the sum of: <ul style="list-style-type: none"> (a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; (b) all Public Subsidy; and (c) any Development related income from other sources.
“EDOT”	means the Council's Economic Development Office Team responsible for securing and enhancing work opportunities for Local Residents

“Eligible Purchaser”	means a purchaser or purchasers whose Household Income at the date of purchasing a Shared Ownership Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring report such amount as at the date of this deed being ninety thousand pounds £90,000 (Ninety Thousand Pounds).
“Employment and Skills Plan”	means a scheme to be submitted by the Owner to the Council that: <ul style="list-style-type: none"> <li data-bbox="683 658 1479 842">(i) is based on industry recognised benchmarks for skills, employment and supply chain opportunities for Local Residents according to the quantum of development and nature of end use. <li data-bbox="683 860 1479 1088">(ii) provides definitions of targets, activities, area of benefit as well as supporting measures that can assist in the realisation of these objectives the nature and extent of which shall be agreed jointly by the Council and the Owner
“Exclusivity Period”	means the 12-month period following Commencement of Development
“External Consultant”	means an independent and suitable person holding appropriate professional qualifications appointed by the Council to assess the Early Stage Review Development Viability Information and/or the Late Stage Review Development Viability Information
“First Carbon Off-Set Contribution”	means the sum of One Hundred and Twenty One Thousand Five Hundred and Five Pounds (£121,505) to secure the delivery of CO2 emissions reductions on projects within the Borough.
“First Occupation”	means the first Occupation of a Residential Unit permitted by the Planning Permission and references to "First Occupy" and "First Occupied" shall be construed accordingly.
“Formula 1b”	means the formula identified as “Formula 1b” within the annex to Schedule 4

“Formula 2”	means the formula identified as “Formula 2” within the annex to Schedule 4
“Formula 3”	means the formula identified as “Formula 3” within the annex to Schedule 4
“Formula 4”	means the formula identified as “Formula 4” within the annex to Schedule 4
“Fraudulent Transactions”	means: <ul style="list-style-type: none"> (a) transactions the purpose or effect of which is to: <ul style="list-style-type: none"> (i) artificially reduce the Early Stage Review GDV or the Late Stage Review Estimated GDV; and/or (ii) artificially increase the Early Stage Review Build Costs or the Late Stage Review Estimated Build Costs; or (b) a disposal that is not an arm’s length third party bona fide transaction.
“GDV”	means Gross Development Value as defined in RICS Professional Standard of Development Property, October 2019
“GIA”	means the Gross Internal Area calculated in accordance with the RICS Code of measuring practice 6th edition, May 2015
“Habitable Room”	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes any room which is used as a kitchen with a floor area of 16.87 square metres or more, a living room, a dining room and a bedroom but expressly excludes any room which is used as a kitchen with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls

“HDM”	means the Head of Development Management being the person the Council shall appoint for the time being (and from time to time) as Head of Department responsible for planning services
“Highways Agreement”	means an agreement between the Owner and the Council pursuant to section 278 of the Highways Act 1980 to secure the carrying out of the Highway Works which shall inter alia; <ol style="list-style-type: none"><li data-bbox="687 651 1465 734">1. grant to the Owner a licence to enter upon the highway to carry out the Highway Works;<li data-bbox="687 801 1465 1093">2. include a specification and plans in respect of the Highway Works prepared by the Owner and approved by the Council (or provide for the Owner to submit to the Council a specification and plans in respect of the Highway Works for approval by the Council prior to the commencement of the Highway Works);<li data-bbox="687 1160 1465 1592">3. make provision for the issue of a certificate of practical completion upon the completion of the Highway Works, require the Owner to maintain the Highway Works (making good any defects) for a period of one year after the issue of the said certificate of practical completion and make provision for the Council to issue a certificate of final completion after the expiry of said one year maintenance period confirming the Council’s adoption and future maintenance of the Highway Works;<li data-bbox="687 1659 1465 2092">4. make provision for the Owner to provide a deposit bond or other form of security (in the case of a deposit equal to 110% of the estimated cost of the Highway Works and in the case of a bond equal to the estimated cost of the Highway Works) to secure the carrying out of the Highway Works including provision for the reduction of such deposit bond or other form of security upon the issue of the said certificate of practical completion and the return/release of such deposit bond or other form of

	<p>security upon the issue of the said certificate of final completion;</p> <ol style="list-style-type: none"> 5. make provision for the payment to the Council of the Council's reasonable costs of securing all necessary traffic management orders required to facilitate the carrying out of the Highway Works and for the continued functioning of the highway network arising as a consequence of the Development; 6. make provision for the Owner to pay to the Council a reasonable fee in respect of the Council's costs of approving the specification and plans of the Highway Works and monitoring and supervising the carrying out of the Highway Works; and 7. make provision for the Owner to pay to the Council the Council's reasonable legal costs of preparing negotiating and completing such agreement; <p>such agreement to be substantially in the Council's standard form of highways agreement with such amendments as may be agreed between the parties</p>
"Highway Works"	<p>means the following works as set out on the Highway Works Plan:</p> <ul style="list-style-type: none"> • The repositioning of the existing vehicle crossover on Edwin Road and reinstatement of the footway; • The provision of a raised crossing including tactile paving over the vehicle crossovers on Edwin Road and Gould Road; • Introduction of a Car Club Bay on Edwin Road and adjustment to the road markings and TMO to suit; and • Resurfacing the footway fronting the site on Edwin Road.
"Highway Works Plan"	<p>means drawing number 3760-1180-HW-0001 Rev A annexed hereto</p>

“Household”	means in relation to a person “A”, A and all other persons who would after purchasing or renting any Affordable Housing Unit (or if relevant Additional Affordable Housing Unit) share that Affordable Housing Unit with A and one another as the only or main residence of both A and such other persons
“Household Income”	either: (i) in relation to a single Eligible Purchaser the gross annual income of that Eligible Purchaser’s Household or; (ii) in relation to joint Eligible Purchasers the combined gross annual income of those Eligible Purchasers’ Households.
“Index”	means the BCIS All in Tender Price Index
“Index Linked”	means the recalculation (by way of an increase only) of the contributions by applying the following formula: D = A x C/B where: A = the contribution or part thereof specified in this Deed in pounds sterling; B = the Index figure last published before the date of this Deed being 461; C = the Index figure last published before the date that A is payable; and D = the quantum of money expressed in pounds sterling required to be paid to the Council instead of the value of A PROVIDED THAT if the Index ceases to be compiled and published the said formula shall be applied mutatis mutandis

	(so far as it concerns periods after the Index has ceased to be compiled and published) by reference to such other index or publication as may be agreed from time to time with the Council
“Interest”	means the level of interest at 7.5% agreed by both parties within the accompanying viability assessment carried out on behalf of the applicant and Council.
“Intermediate Housing Policy Statement”	means the Council’s Intermediate Housing Policy Statement dated 7 June 2022
“Land”	means the freehold land known as Greggs, Gould Road and No.2 Gould Road, Twickenham, TW2 6RT and land and buildings on the north side of Edwin Road together registered at the Land Registry (with title absolute) under title numbers P34342, P57318, P22228, MX398634, MX13573, MX297451 MX368293, (and with possessory title) under TGL469273, and for the purpose of identification together shown edged with red on Plan 1
“Late Stage Review”	means an assessment of the Late Stage Review Development Viability Information pursuant to Part 3 of Schedule 4
“Late Stage Review Actual Costs”	means the Build Costs actually incurred at the Late Stage Review Date
“Late Stage Review Actual GDV”	means the sum of: <ul style="list-style-type: none"> (a) all gross receipts from any Sale of a Component of the Development at the Late Stage Review Date with detailed supporting evidence; (b) the Market Value of any Component of the Development that has been otherwise Disposed of at the Late Stage Review Date but not Sold; (c) all Public Subsidy; and

	(d) any Development related income from other sources
“Late Stage Review Affordable Housing Contribution”	means a financial sum calculated using Formula 3 not exceeding the Late State Review Affordable Housing Contribution Cap
“Late Stage Review Affordable Housing Contribution Cap”	means a cap on the Late Stage Review Affordable Housing Contribution determined in accordance with Formula 4
“Late Stage Review Date”	means the date on which 75% of the Residential Units have been disposed of by way of a transfer of the freehold or the grant of a lease with a term in excess of 125 years
“Late Stage Review Development Information”	means the information required by Formula 3 and Formula 4 as set out in the Annex to Schedule 4 and including in each case supporting evidence to the Council’s reasonable satisfaction
“Late Stage Review Estimated Build Costs”	means the estimated Build Costs of all remaining Components of the Development that are yet to be incurred at the Late Stage Review Date
“Late Stage Review Estimated GDV”	means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed of based on detailed comparable evidence
“Local Employment Agreement”	<p>means an agreement between the Owner (1) and the Council (2)</p> <p>wherein the Owner provides a commitment to use reasonable endeavours:</p> <ul style="list-style-type: none"> - to adhere to the Local Employment Agreement Objectives - to provide training and work opportunities for Local Residents during the construction phase of the Development;

<p>“Local Employment Agreement Objectives”</p>	<p>means objectives to</p> <ul style="list-style-type: none"> (i) maximise the employment and training opportunities for Local Residents having due regard to the composition of the local population and the labour market challenges faced by particular groups within it in order to meet [the Council’s, and] the Owner’s and contractor’s obligations under the Equality Act 2010; and (ii) ensure that jobs of all types and at all levels which are created pursuant to implementation of the Planning Permission are filled as far as is reasonably practicable by Local Residents (iii) use reasonable endeavours to meet the Local Employment Target
<p>“Local Employment Target”</p>	<p>means (unless otherwise agreed with the Council not less than 14 Local Residents being placed in Sustained Construction Employment during the Construction Phase</p>
<p>“Local Employment Shortfall Contribution”</p>	<p>means any positive sum calculated in accordance with the following formula:</p> $A = (B - C) * D$ <p>Where:</p> <ul style="list-style-type: none"> A is the Local Employment Shortfall Contribution B is the Local Employment Target C is the number of Local Residents placed in Sustained Construction Employment during the Construction Phase D is £3,025.00
<p>“Local Plan”</p>	<p>means the planning policies of the Richmond upon Thames adopted Local Plan 2018</p>

“Local Residents”	means residents of the Borough and its environs
“London Plan Annual Monitoring Report”	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy.
“Market Value”	<p>means the price at which the Sale of any Component of the Development would have been completed unconditionally for cash consideration on the relevant Review Date based on detailed comparable market evidence [(including evidence of rental values achieved for any Component of the Development which has been Disposed of but not Sold) and assuming the following:</p> <ul style="list-style-type: none"> (a) a willing seller and a willing buyer; (b) that prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the relevant Component (having regard to the nature of the Component); (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion
“Motor Vehicle”	means any mechanically propelled vehicles intended or adapted for use on a road and / or highway and the term “Motor Vehicles” shall be construed accordingly
“Monitoring Fee”	means the sum of eighteen thousand one hundred and seventy seven pounds (£18,177) to be paid to the Council towards the Council’s costs of monitoring the covenants and obligations in this Deed
“NHS Contribution Fee”	means the sum of one hundred and fourteen thousand four hundred pounds (£114,400)

“GIA”	means the gross internal area calculated in accordance with the RICS Code of measuring practice 6th edition, May 2015
“Nomination Agreement”	means the agreement relating to the nomination rights of the Council in respect of the Affordable Housing Units and any Additional Affordable Housing Units to be entered into between an Affordable Housing Provider and the Council prior to Occupation of those units and substantially in the form set out in Schedule 17 subject to any amendments or modifications as may be agreed between the parties to it
“Occupy”	means beneficially occupy for purposes permitted by the Planning Permission but not including occupation by persons engaged in construction fitting out or decoration or occupation for advertising marketing or display purposes or occupation in relation to site security and management of the Land (and “Occupies” “Occupiers” “Occupied” and “Occupation” shall be construed accordingly)
“Occupational Therapist”	means the individual employed by the Council in the Housing and Regeneration Department from time to time in the role of occupational therapist such individual to be registered with the Health and Care Professions Council or its successor body;
“Office Space”	the business space intended to be used for purposes within Class E of the Use Classes Order
“Open Market Units”	means those Residential Units to be constructed on the Land for sale or rent on the open market other than the Affordable Housing Units
“Open Space Contribution”	means the sum of twenty seven thousand nine hundred and twenty pounds (£27,920)
“Parking Permit”	means a parking permit issued by the Council (whether for residential or visitor use or for business use) for a Permit Parking Bay

“Permissive Path Purpose”	means the provision of a dedicated public right of way for pedestrians and cyclists along the path edged green on Plan 2, to be accessed along the footpaths to be constructed between the points marked “A” and “B” on Plan 2, during daylight hours
“Permit Parking Bay”	means a parking space within the CPZ whether in a residential parking bay or in a business parking bay) designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1886 the Parking Act 1989 or the Road Traffic Act 1991 (or other relevant legislation)
“Plan 1”	means drawing number GBT-ASA-ZZ-ZZ-DR-A-0110 R1 marked “Plan 1 - Site Plan” annexed hereto
“Plan 2”	means drawing number GBT-ASA-ZZ-05-DR-A-0210 R2 marked “Plan 2 - Riverside Walkway Extent” annexed hereto
“Plan 3”	means drawing number BBT-ASA-ZZ-05-DR-A-0211 R1 marked “Plan 3 - Car Club Bay” annexed hereto
“Plan 4”	means drawing number GBT-ASA-ZZ-ZZ-DR-A-0212 R1 marked “Plan 4 – M4(3) Units” annexed hereto
“Plan 5”	means drawing number GBT-ASA-ZZ-ZZ-DR-A-0213 R2 marked “Plan 5 – Affordable Tenure Location Plans” annexed hereto
“Planning Permission”	means planning permission that may be granted by the Council or the Planning Inspectorate pursuant to the Application whether on appeal or otherwise
“Playspace Contribution”	means the sum of eighty four thousand and four hundred and ninety pounds (£84,490) to be used by the Council for the provision of gym and play equipment and the maintenance of gym and play equipment in the vicinity of the Development.

“Playspace Maintenance Contribution”	means the sum of thirty thousand five hundred and twenty eight pounds (£30,528) to be used by the Council towards the maintenance of gym and play equipment in the vicinity of the Development over a ten year period
“Practical Completion”	means complete such that it is fit for its intended purpose and available for use and in the case of the Affordable Housing Units this shall be evidenced by the issue of a certificate of completion by an architect, surveyor or other suitably qualified professional person on behalf of the Affordable Housing Provider confirming that the construction of the Affordable Housing Units is complete internally and externally and is suitable and available for Occupation and Practically Completed, Complete, Completed and Completion shall be construed accordingly
“Public Subsidy”	means funding from the Council and/or the GLA secured by the Owner to support the delivery of the Development
“Qualifying Occupier”	means the First Occupier of any Residential Unit and for the avoidance of doubt, in the event that there is more than one Occupier on First Occupation of a Residential Unit, only one person shall qualify as a Qualifying Occupier and the term “Qualifying Occupiers” shall be construed accordingly
“Regulator of Social Housing”	means the regulator of social housing established by Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions
“Rent Standard”	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2020 or such other replacement guidance or direction or legislation

“Residents Season Ticket”	means a parking ticket issued to residents by the Council that entitles the holder to access, exit and park a Motor Vehicle at a car park operated by the Council for an extended period of time and FOR THE AVOIDANCE OF DOUBT the term does not include: (a) parking tickets issued for one off use of a car park operated by the Council; or (b) car park season tickets issued to businesses
“Residential Units”	means the Affordable Housing Units and the Open Market Units together being the residential units designated for C3 use as defined within the Use Classes Order forming part of the Development and the term "Residential Unit" shall be construed accordingly
“Review Date”	means the Early Stage Review Date or the Late Stage Review Date (as the context denotes)
“River Crane Glazing Works Plan”	means a plan prepared by the Owner setting out its proposed use of low-transmittance glass (or other light attenuation solution) to glazing facing the River Crane
“River Restoration Contribution”	means the sum of sixty five thousand pounds (£65,000) towards in-river channel works to the River Crane and the Mereway Nature Reserve River Restoration Project in the London Borough of Richmond Upon Thames.
“RTA Purchaser”	means a tenant of a Social Rent Housing Unit who purchases that Social Rent Housing Unit under the provisions of the preserved right to buy pursuant to Part V of the Housing Act 1985 or the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 or any other statutory right in force from time to time entitling tenants of a Affordable Housing Provider to purchase their homes
“Sale”	means a freehold transfer or the grant of a lease for a term of 125 years or more

“Scheme Target Return”	means a profit of 17.5% for the Open Market Dwellings and 6% for the Affordable Housing Units, as included in the viability assessment as a percentage of GDV
“Scheme Target Return Late Stage Review”	means a profit of 19% for the Open Market Dwellings and 6% for the Affordable Housing Units, as included in the viability assessment as a percentage of GDV
“Section 73 Consent”	means a planning permission granted pursuant to Section 73 of the 1990 Act which varies and/or removes any condition(s) subject to which the Planning Permission and/or any subsequent planning permission pursuant to Section 73 of the 1990 Act was granted
“Second Carbon Off-Set Contribution”	means the sum may become payable pursuant to paragraph 4 Schedule 5 of this Deed
“Service Charges”	means all amounts payable by a tenant or owner (as appropriate) of the relevant Social Rent Housing Unit or Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Social Rent Housing Unit or Shared Ownership Housing Unit (as applicable)
“Shared Ownership Housing”	means housing offered by an Affordable Housing Provider to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on a Shared Ownership Lease and on Shared Ownership Terms
“Shared Ownership Lease”	means a lease as defined by section 622 of the Housing Act 1985 or any amended or replacement provision) and in the form or substantially in the form of Homes England's (or any successor agency) standard lease from time to time (or such other form as shall be approved by the Council in writing)

<p>“Shared Ownership Terms”</p>	<p>means:</p> <p>(a) the Shared Ownership Housing Unit is offered in accordance with “shared ownership arrangements” as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision);</p> <p>(b) the Eligible Purchaser (or shared ownership lessee for the time being) has the right to carry out Staircasing and dispose of the relevant Shared Ownership Housing Unit on the open market; and</p> <p>(c) that average annual housing costs in relation to the relevant Shared Ownership Housing Unit including Service Charges and mortgage payments (assuming reasonable interests rates and deposit requirements) must not exceed 28% of the relevant annual gross income upper limit (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income) specified in the London Plan Annual Monitoring Report</p>
<p>“Shared Ownership Housing Units”</p>	<p>means the 11 Affordable Housing Units as shown shaded orange on Plan 5 comprising 27 Habitable Rooms to be made available for Shared Ownership Housing in accordance with Schedule 4 to this Deed</p>
<p>“Social Rent Housing”</p>	<p>means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents, as per Policy Statement on Rents for Social Housing, Chapter 2; Updated 14 December 2022 (or such other replacement guidance in force and applicable at the relevant time and subject to the limit on rent changes and rent caps and the indexation provisions set out therein.</p>
<p>“Social Rent Housing Units”</p>	<p>means the 47 Affordable Housing Units shown shaded yellow on Plan 5 to be made available for Social Rent Housing in accordance with Schedule 4 to this Deed;</p>

“Staircasing”	means the acquisition by a purchaser of a Shared Ownership Unit of additional equity in a unit of Shared Ownership Housing up to a maximum of 100% equity and “Staircased” shall be construed accordingly
“Substantial Implementation”	means the occurrence of the following in respect of the Development: (a) completion of all ground preparation works and all site-wide enabling works; and (b) completion of the foundations for the core of any one building and its construction to ground floor slab
“Substantial Implementation Target Date”	means the date 24 months from but excluding the date of grant of the Planning Permission
“Target Rents”	means rents for social rented housing conforming with the pattern produced by the rents formula set out in and subject to the limit on rent changes and rent caps set out in the Direction on the Rent Standard 2023' issued by the Secretary of State for Levelling Up Housing and Communities in December 2022 therein and subject to indexation as permitted by the Rent Standard from time to time.
“Transfer”	means a transfer of a freehold interest or grant of a lease for a term of at least one hundred and twenty five (125) years and Transferred shall be construed accordingly
“Units”	means the Office Space and the Residential Units together
“Use Classes Order”	means the Town and Country Planning (Use Classes) Order 1987 (as amended)
“Viability Appraisal”	means the financial appraisal titled “Review of the Viability Report on the Development of Greggs Bakery Site TW2 6TR (Application 22/2556)” – amended April 24 to reflect the updated Affordable Housing Provider offer for the agreed affordable

	units” dated April 2024 which was commissioned on behalf of the Council and carried out by Bespoke Properties Ltd. Including agreed assumptions, such as interest, build costs and GDV.
“Viability Appraisal Build Costs”	means the sum of £26,960,800 being the estimated build costs of as determined by the Viability Assessment
“Viability Appraisal GDV”	means the sum of £60,266,447 being the estimated GDV of the Development as determined by the Viability Appraisal, including: <ul style="list-style-type: none"> i) agreed assumptions; and ii) Interest
“Wheelchair User Units”	means <ul style="list-style-type: none"> - Nine (9) Social Rent Units to be constructed to Building Regulation requirements M4(3)(2)(b); and - Four (4) Shared Ownership Units to be constructed to Building Regulation requirements M4(3)(2)(a) as identified in Plan 4;
“Wheelchair User Units Marketing Strategy”	means the strategy to be prepared by the Owner that sets out how the Wheelchair Accessible Units will be advertised during the Exclusivity Period to ensure that those who require wheelchair accessible housing are appropriately targeted and which shall specify that marketing efforts include details of the proposed advertising in specialist publications
“Working Day”	means any day (other than a Saturday or a Sunday) on which banks are open for domestic business in the City of London other than the period between 23 December and the following 3 January inclusive
“Workspace Management Plan”	means a scheme setting out how the Affordable Workspace shall be made available as part of the Development at Affordable Tenancy Rates setting out (but not limited to):

	<ul style="list-style-type: none"> i) How the Affordable Workspace shall be made available at the Affordable Tenancy Rate ii) How the Affordable Workspace shall be managed as part of the Development
--	--

4 INTERPRETATION

In this Deed (except where the context otherwise requires):

- 4.1 References to the masculine feminine and neuter genders shall include all other genders.
- 4.2 References to the singular include the plural and vice versa unless the contrary intention is expressed.
- 4.3 Reference to natural persons includes corporations and vice versa.
- 4.4 The headings in this Deed are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 4.5 The expression the Owner shall include its successors in title and assigns (and persons claiming under and through it) and the expression the Council shall include a successor to its statutory functions.
- 4.6 A reference to a clause paragraph or schedule is a reference to a clause of or paragraph or schedule to this Deed
- 4.7 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of such restriction
- 4.8 Where in this Deed a party includes more than one person any obligation of that party shall be joint and several
- 4.9 A reference in this Deed to any statute or to any section of a statute includes any statutory re-enactment or modification of it and a reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force.

5 STATUTORY AUTHORITY AND LEGAL EFFECT

- 5.1 The Deed is made pursuant to section 106 of the Act section 16 of the Greater London Council (General Powers) Act 1974 and all other enabling powers and enactments which may be relevant for the purposes of giving validity to this Deed.
- 5.2 The obligations of the Owner in this Deed are planning obligations for the purpose of section 106 of the Act and are enforceable by the Council as local planning authority.
- 5.3 Having regard to the provisions of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) the Owner and the Council have agreed that the planning obligations contained in this Deed are necessary to make the Development acceptable in planning terms are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.

6 PLANNING OBLIGATIONS OF THE OWNER

- 6.1 The Owner covenants to the Council that (subject to the provisions of clauses 7 and 8) the provisions of this Deed shall be enforceable without limit of time against the Owner's and its successors in title and assigns (including any person deriving title through or under it) interest in the Land or any part or parts of it as if the owner of the relevant interest had been an original covenanting party in respect of the interest or estate for the time being held by it.
- 6.2 The Owner covenants to the Council that (subject to the provisions of clauses 7 and 8) it will comply with the provisions of Schedule 2 to 9

7 RELEASES AND EXCLUSIONS FROM THIS DEED

- 7.1 No person shall be bound by any obligations or restrictions contained in this Deed and/or be liable for any breach of a covenant and/or obligation contained in this Deed:

7.1.1 after it shall have parted with all interest in the part of the Land in respect of which the breach occurred (save for interest in the nature of an easement or the benefit of a restriction or similar); and

Provided That in such party shall remain liable for any subsisting breach of covenant which shall have arisen prior to it parting with such interest.

- 7.2 This Deed shall not be binding on or enforceable against:

7.2.1 any owner, tenant or occupier of any individual Unit nor against those deriving title from them nor against a mortgagee or chargee or receiver of such individual Unit

- 7.2.2 any Affordable Housing Provider except in relation to the obligations in part 1 of Schedule 4
- 7.2.3 any tenant who has exercised a statutory right to acquire or buy or any mortgagee or chargee (including administrative receivers) or any successor in title to such tenant or mortgagee or chargee or receiver;
- 7.2.4 any chargee of any Affordable Housing Unit who in the event of default under a mortgage or charge wish to realise their security (whether in possession or not) or any successor in title to such mortgagee, chargee or receiver
- 7.2.5 any tenant who has acquired 100% of the equity in a Shared Ownership Housing Unit by way of staircasing or any mortgagee chargee or receiver (including administrative receiver) and their successors or in title.
- 7.2.6 Any statutory undertaking, utilities provider or public authority which acquires any part of the Land for the purposes of its statutory undertaking or functions.
- 7.2.7 Any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver or security agent appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver or security agent unless and until such chargee, mortgagee, receiver, security agent or person has entered into possession of the Land or part thereof to which such obligation relates.

8 **CONDITIONALITY**

- 8.1 Without prejudice to clause 8.3 the provisions of clauses 1 – 19 inclusive and 21 - 23 inclusive of this Deed and Schedule 1 to this Deed are conditional upon and shall not come into effect until the grant of the Planning Permission.
- 8.2 Without prejudice to clause 8.3 the provisions of Schedules 2-15 (inclusive) of this Deed are conditional upon and shall not come into effect until the Commencement of Development.
- 8.3 Without prejudice to clauses 8.1 and 8.2 in the event that Planning Permission is granted on appeal each provision of this Deed shall be conditional on, and shall not be binding nor enforceable unless, the planning inspectorate states that such provision was a material factor in its decision to grant the Planning Permission

9 INDEXATION

- 9.1 All contributions fees and other monies payable to the Council under this Deed (save for those payable pursuant to clause 20 of this Deed, the Second Carbon Offset Contribution (if any), any VAT and any interest payable) shall be Index Linked.

10 INTEREST ON LATE PAYMENT

- 10.1 The Owner shall pay interest at four per centum (4%) above the Base Rate on any contribution fees or other monies due under the provisions of this Deed 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.

11 FURTHER PLANNING PERMISSIONS

- 11.1 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop the Land (or any part thereof) in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

12 REASONABLENESS

- 12.1 Where the approval satisfaction agreement confirmation or consent of the Council is required for any purpose under or in connection with the terms of this Deed such approval satisfaction agreement confirmation or consent shall be applied for in writing and shall only be given in writing and shall not be unreasonably withheld or delayed.

13 NO FETTER

- 13.1 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by them under the Act or under any other act or any statutory instrument order or bylaw in the exercise of their functions as a local authority

14 NO WAIVER

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

15 **INVALIDITY AND SEVERANCE**

- 15.1 If a clause or sub-clause of this Deed shall be deemed to be unenforceable or ultra vires the remainder of this Deed shall remain in full force and effect provided severance from this Deed is possible.

16 **TERMINATION**

- 16.1 This Deed shall cease to have effect (insofar as it has not already been complied with) if:

16.1.1 the Planning Permission shall have lapsed prior to the date specified therein for the Commencement of Development without the Development having commenced;

16.1.2 the Planning Permission is quashed or revoked or otherwise withdrawn or modified by statutory procedure without the consent of the Owner; or

16.1.3 legal proceedings to challenge the Planning Permission have been brought and at the conclusion of such legal proceedings (including any appeals) the Planning Permission shall have been quashed or in the event of any re-determination of the Application the Application is refused planning permission.

17 **DISPUTE RESOLUTION**

- 17.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Deed the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party.

- 17.2 If the parties are unable to resolve the dispute amicably pursuant to clause 17.1 within six (6) weeks of the dispute arising such dispute or difference may be referred by either party to some independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an Expert and his decision shall be final and binding on the parties to the dispute or difference 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 to the dispute or difference in equal shares

- 17.3 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to clause 17.2 of this clause or as to the appropriate professional body within fourteen days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to clause 17.2 hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the president for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an Expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference 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 to the dispute or difference in equal shares
- 17.4 It shall be a term of the appointment of any independent Expert appointed pursuant to this clause 18 that a timetable shall be fixed at the outset for resolution of the dispute.
- 17.5 Any independent Expert appointed pursuant to this clause 17 shall act as an independent expert and not an arbitrator.

18 FURTHER SECTION 73 PLANNING PERMISSION

- 18.1 In the event of a Section 73 Consent the covenants or provisions of this Deed shall be deemed to bind the varied planning permission and to apply in equal terms to the new planning permission unless the Council in determination of the application for the new planning permission indicates that consequential amendments are required to this Deed to reflect the terms of the application for the Section 73 Consent, when a separate deed under sections 106 and 106A of the 1990 Act will be required to secure relevant planning obligations relating to the Section 73 Consent.

19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 19.1 Nothing contained in this Deed shall give or be construed as giving any rights privileges powers or enforceability other than to the Council and the Owner and its successors in title (if any) and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights of enforcement in respect of any matter contained in this Deed.

20 LEGAL COSTS AND THE MONITORING FEE

20.1 The Owner agrees to pay to the Council on the signing of this Deed the Council's reasonable legal costs incurred in the preparation negotiation and completion of this Deed in the sum of £3,500 and the Monitoring Fee

21 VAT

21.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.

21.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of the supply the person making the supply shall have the right to issue an invoice to the person to whom the supply was made and VAT shall be paid accordingly.

22 LOCAL LAND CHARGE

22.1 This Deed shall be registered as a local land charge (and any such entries shall be removed once the obligations herein are satisfied).

23 CONDITION PRECEDENT

23.1 The provisions contained in Part 2 Schedule 4 of this Deed shall not apply in the event that Commencement of Development has occurred within 9 months of the date hereof

24 JURISDICTION

24.1 This Deed shall be governed and interpreted in accordance with the laws of England.

25 COUNTERPART

25.1 This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all of the counterparts shall together constitute one and the same agreement.

25.2 The Parties each hereby agree that:-

25.1.1 for the purposes of the execution of this Deed an electronically affixed seal and/or electronic or scanned signature (duly

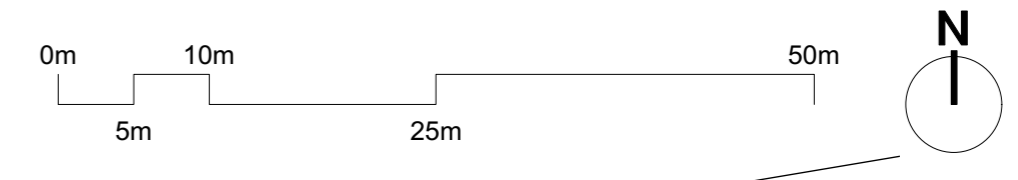
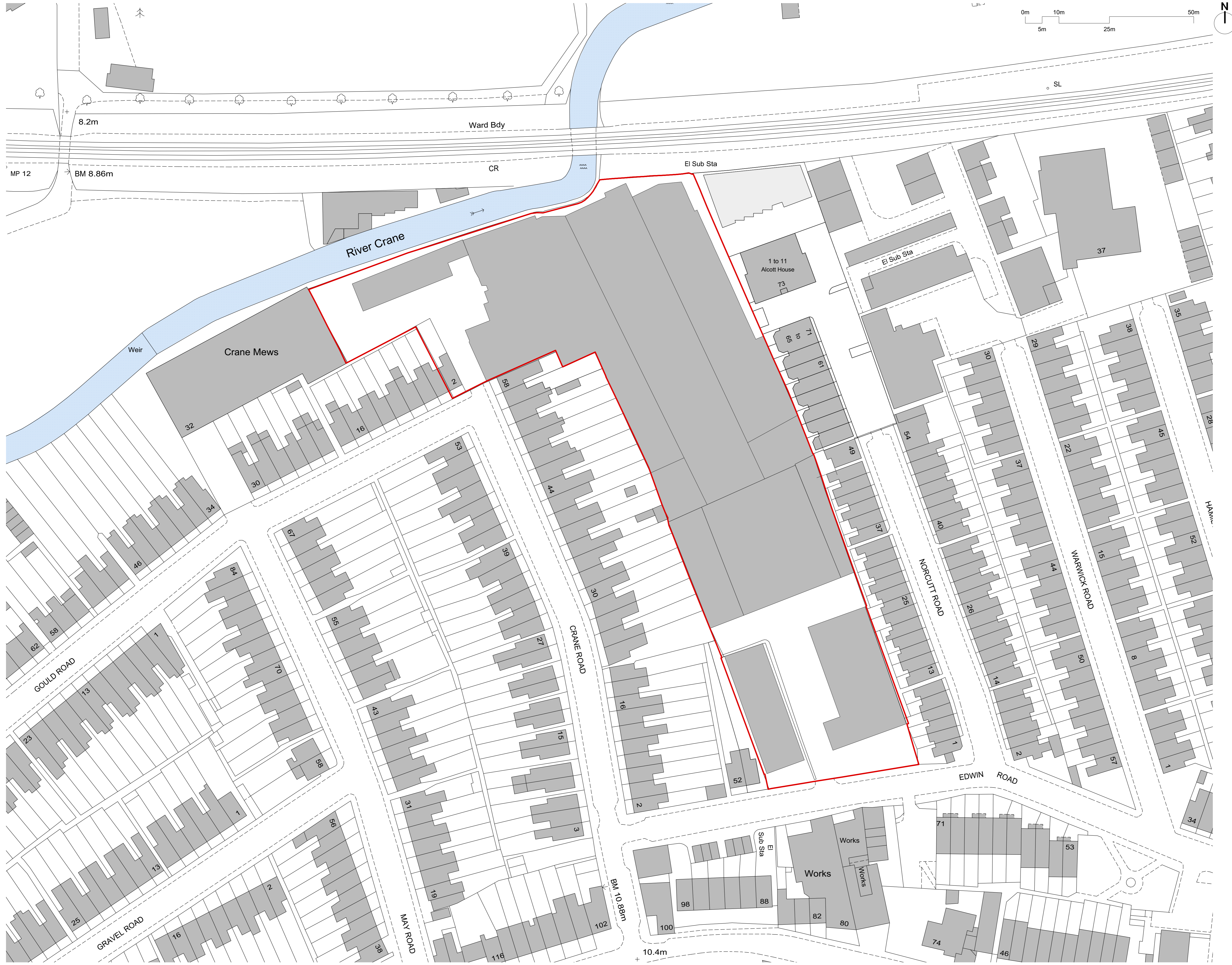
attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each Party in lieu of a wet-ink signature and/or physically affixed seal (as applicable) for the purposes of the lawful execution of this document; and

25.1.2 plans and other appendices (as applicable) may be electronically signed/initialled; and

25.1.3 this Deed may be electronically dated and completed; and

25.1.4 further to completion of this Deed each Party will accept an electronic copy of the executed and completed Deed and/or counterparts in lieu of a hardcopy document.

IN WITNESS whereof the Owner and the Council have duly executed this Deed as a **DEED** the day and year first before written



General notes
 This drawing must not be scaled or used for land transfer purposes. This drawing must be read in conjunction with all other relevant drawings. All measurements must be checked on site.
 Areas are measured and calculated generally in accordance with RICS' Property Measurement, 2nd Edition (January 2018). All areas have been calculated in metric units.
 Construction tolerances, workmanship and design by others may affect the stated areas. Existing buildings and structures may present anomalies in relation to surveyed/drawn plans that may also affect the stated areas. All these factors should be considered before making any decisions on the basis of these predictions, whether as to project viability, pre-letting, lease agreements or otherwise, and should include due allowance for the increases and decreases inherent in the design and construction processes.
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 Drawing notes

Electronic file reference

Status R:	Revision	Date	DRN	CHK	CDM
1	S106	02/01/24	AC	ES	

KEY

- Site boundary
- Approved 19/2789/FUL Lockcorp House (2020)

Purpose of information
 The purpose of the information on this drawing is for:

Planning	<input checked="" type="checkbox"/>
Information	<input type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client
London Square

Project title
**Gregg's Bakery Site
 Twickenham**

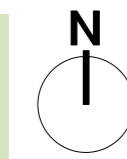
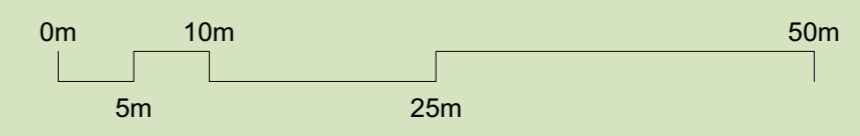
Drawing title
**Plan 1
 Site Plan**

Scale @ A1 size
1:500 Date
02/01/24

Drawing N°
GBT-ASA-ZZ-ZZ-DR-A-0110

Status & Revision
R1





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2	S	S106	01/05/24	AC	ES	

Key

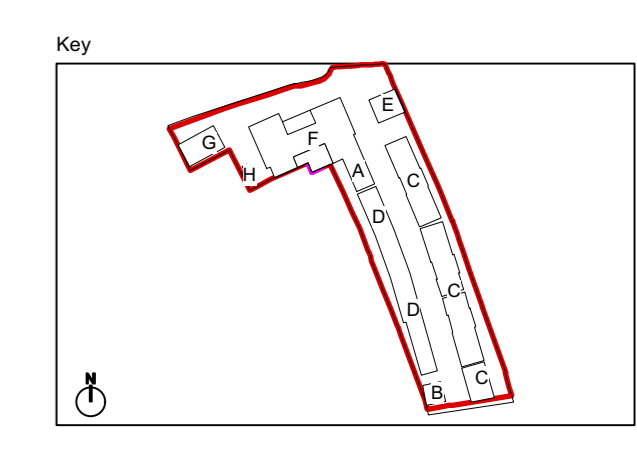
- Riverside walkway extent
- Riverside landscaping extent
- A** Public access point from Gould Road
- B** Public access point from Edwin Road

Purpose of information

The purpose of the information on this drawing is for:

Planning	Information	Comment	Client approval	Construction
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Client

London Square

Project title

Greggs Bakery Site Twickenham

Drawing title

Plan 2 Riverside Walkway Extent

Scale @ A1 size **Date**

1:500 **02/01/24**

Drawing N°

GBT-ASA-ZZ-05-DR-A-0210

Status & Revision

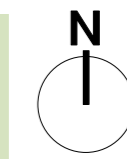
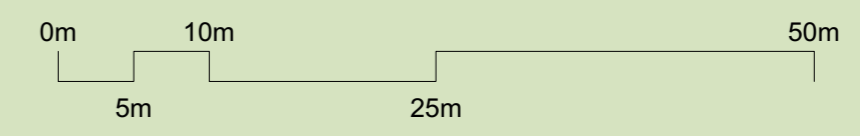
R2



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Drawing notes

Electronic file reference

Status	R	Revision	Date	DRN	CHK	CDM
1	S	S106	02/01/24	AC	ES	

Key

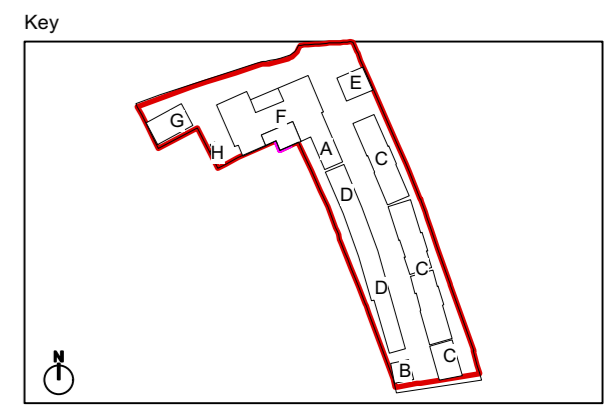
 Proposed car club space location on Edwin Road

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input checked="" type="checkbox"/>
Information	<input type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client

London Square

Project title

Greggs Bakery Site Twickenham

Drawing title

Plan 3 Car Club Bay

Scale @ A1 size **Date**

1:500 **02/01/24**

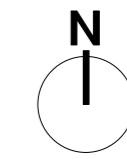
Drawing N°

GBT-ASA-ZZ-05-DR-A-0211

Status & Revision

R1





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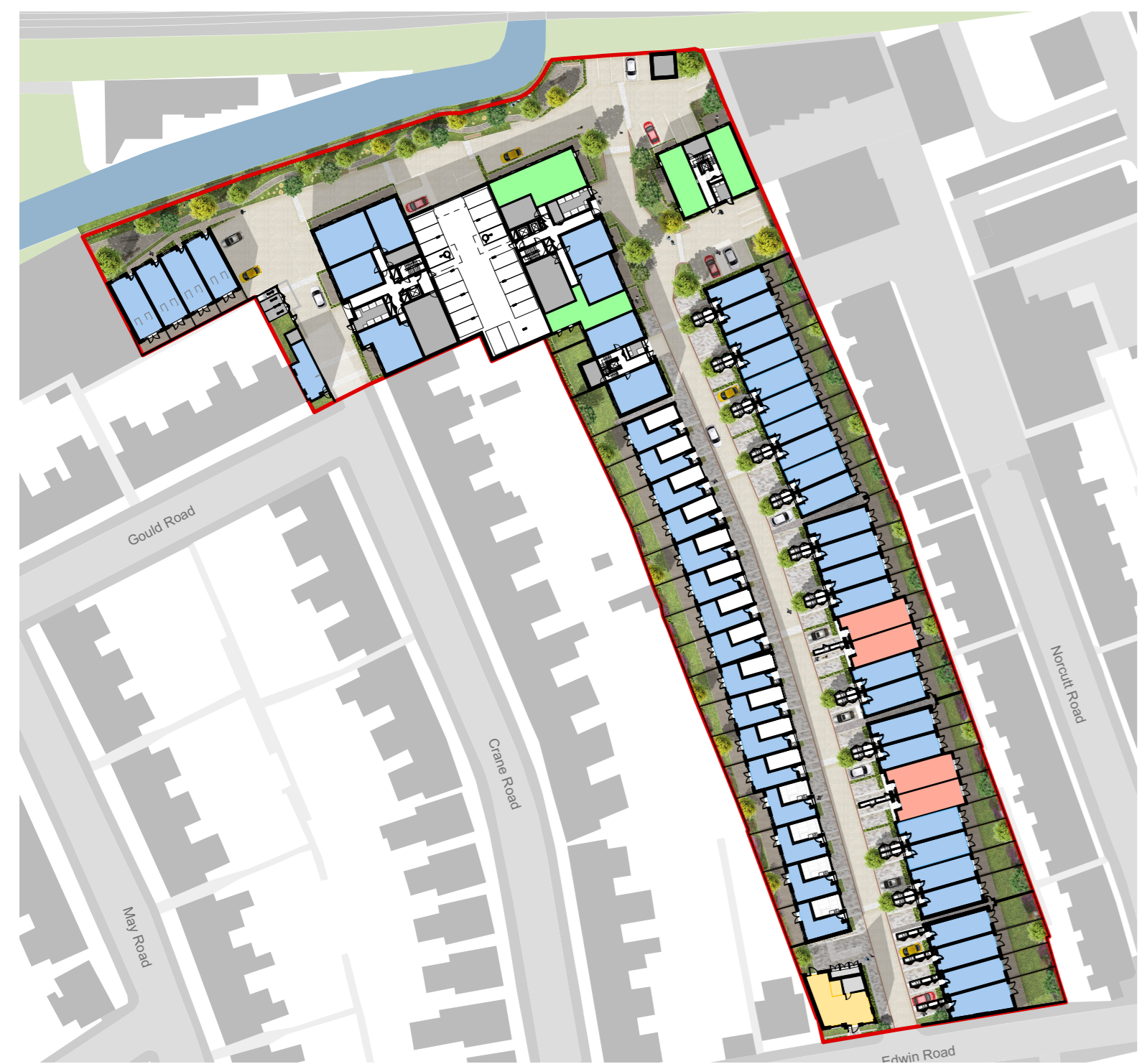
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Drawing notes



Ground floor plan



First floor plan



Second floor plan

Electronic file reference

Status	R	Revision	Date	DRN	CHK	CDM
1	S	S106	19/01/24	AC	ES	

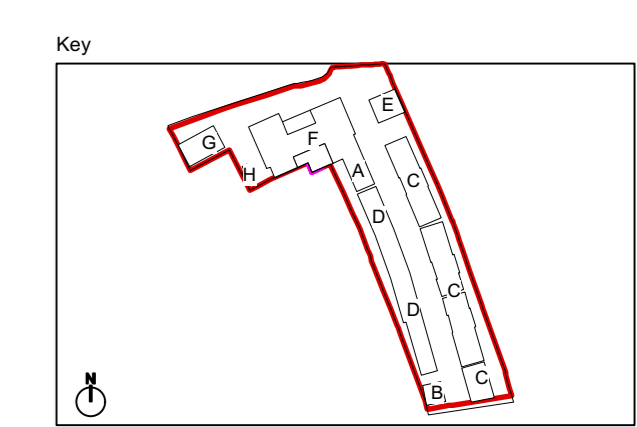
Key

■	M4(3)(2a) homes
■	M4(3)(2b) homes
■	M4(2) homes
■	Commercial

Purpose of information

The purpose of the information on this drawing is for:	Planning	Information	Comment	Client approval	Construction
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All information on this drawing is not for construction unless it is marked for construction.



Client

London Square

Project title

Greggs Bakery Site Twickenham

Drawing title

Plan 4 M4(3) units

Scale @ A1 size

1:1000

Date

19/01/24

Drawing N°

GBT-ASA-ZZ-ZZ-DR-A-0212

Status & Revision

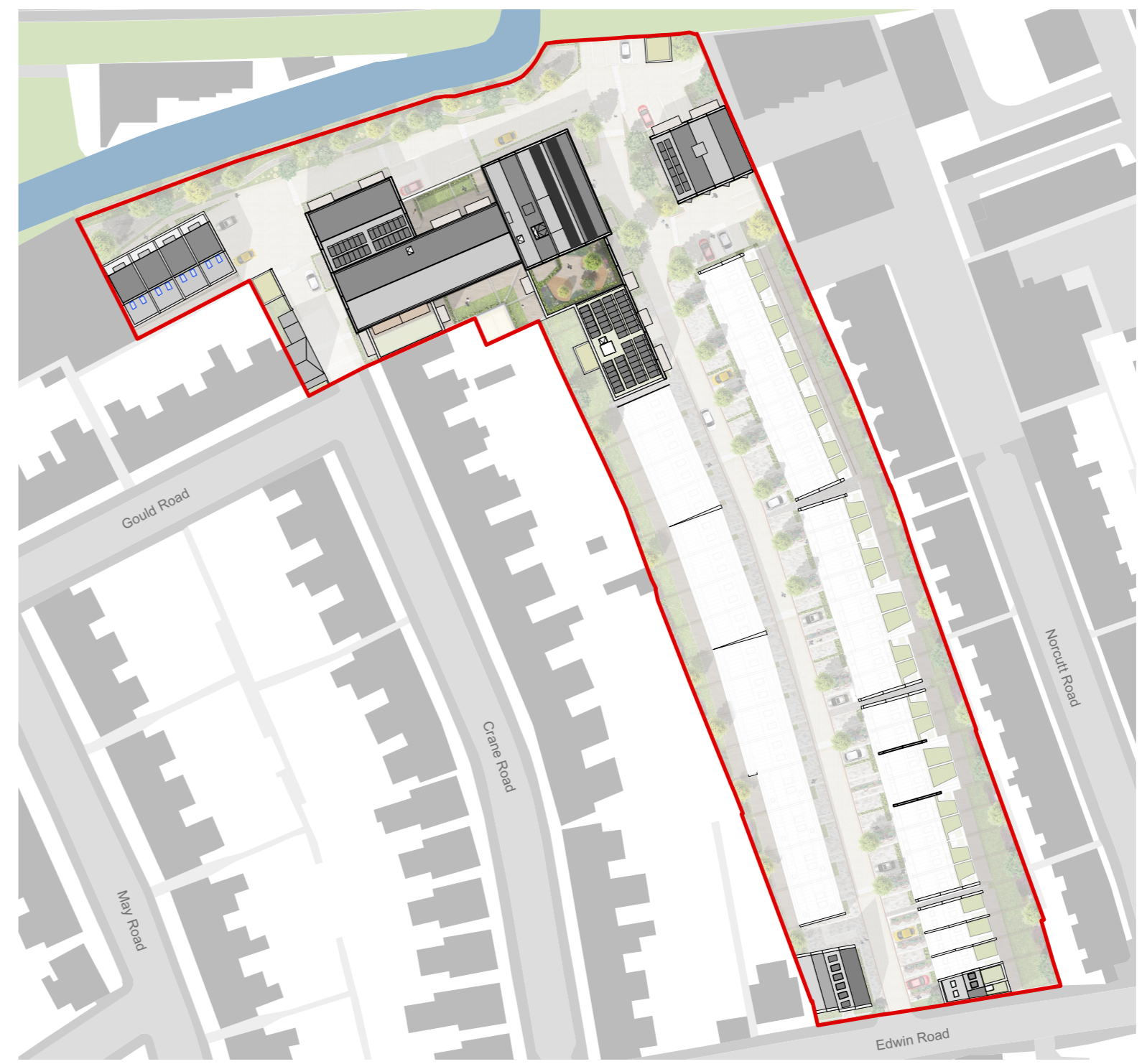
R1



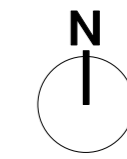
Third floor plan



Fourth floor plan



Roof plan



General notes

This drawing must not be scaled or used for land transfer purposes. This drawing must be read in conjunction with all other relevant drawings. All measurements must be checked on site.

Areas are measured and calculated generally in accordance with RICS' Property Measurement, 2nd Edition (January 2018). All areas have been calculated in metric units.

Construction tolerances, workmanship and design by others may affect the stated areas. Existing buildings and structures may present anomalies in relation to surveyed/drawn plans that may also affect the stated areas. All these factors should be considered before making any decisions on the basis of these predictions, whether as to project viability, pre-letting, lease agreements or otherwise, and should include due allowance for the increases and decreases inherent in the design and construction processes.

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We have prepared this drawing in accordance with the instructions of the Client under the agreed Terms of Appointment. This document is for the sole and specific use of the Client and the relevant appointed Assael company shall not be responsible for any use of the document or its contents for any purpose other than that for which it was prepared and provided. Should the Client require to pass copies of the document to other parties this should be for coordination purposes only and the whole of the file should be so copied, but no professional liability or warranty shall be extended to other parties in this connection without the explicit written agreement thereto by the company under the agreed Terms of Appointment.

Drawing notes



Ground floor plan



First floor plan



Second floor plan

Electronic file reference

Status	R	Revision	Date	DRN	CHK	CDM
2	S	S106	01/05/24	AC	ES	

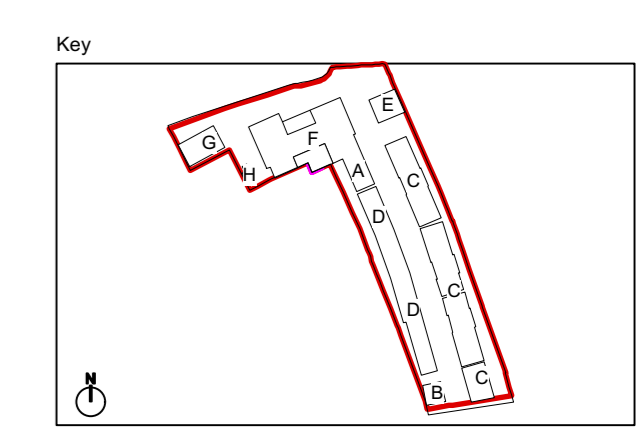
Key

	Affordable Shared Ownership
	Social Rental
	Private For Sale

Purpose of information

The purpose of the information on this drawing is for:	Planning	Information	Comment	Client approval	Construction
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client

London Square

Project title

Greggs Bakery Site Twickenham

Drawing title

Plan 5 Affordable tenure location plans

Scale @ A1 size

1:1000

Date

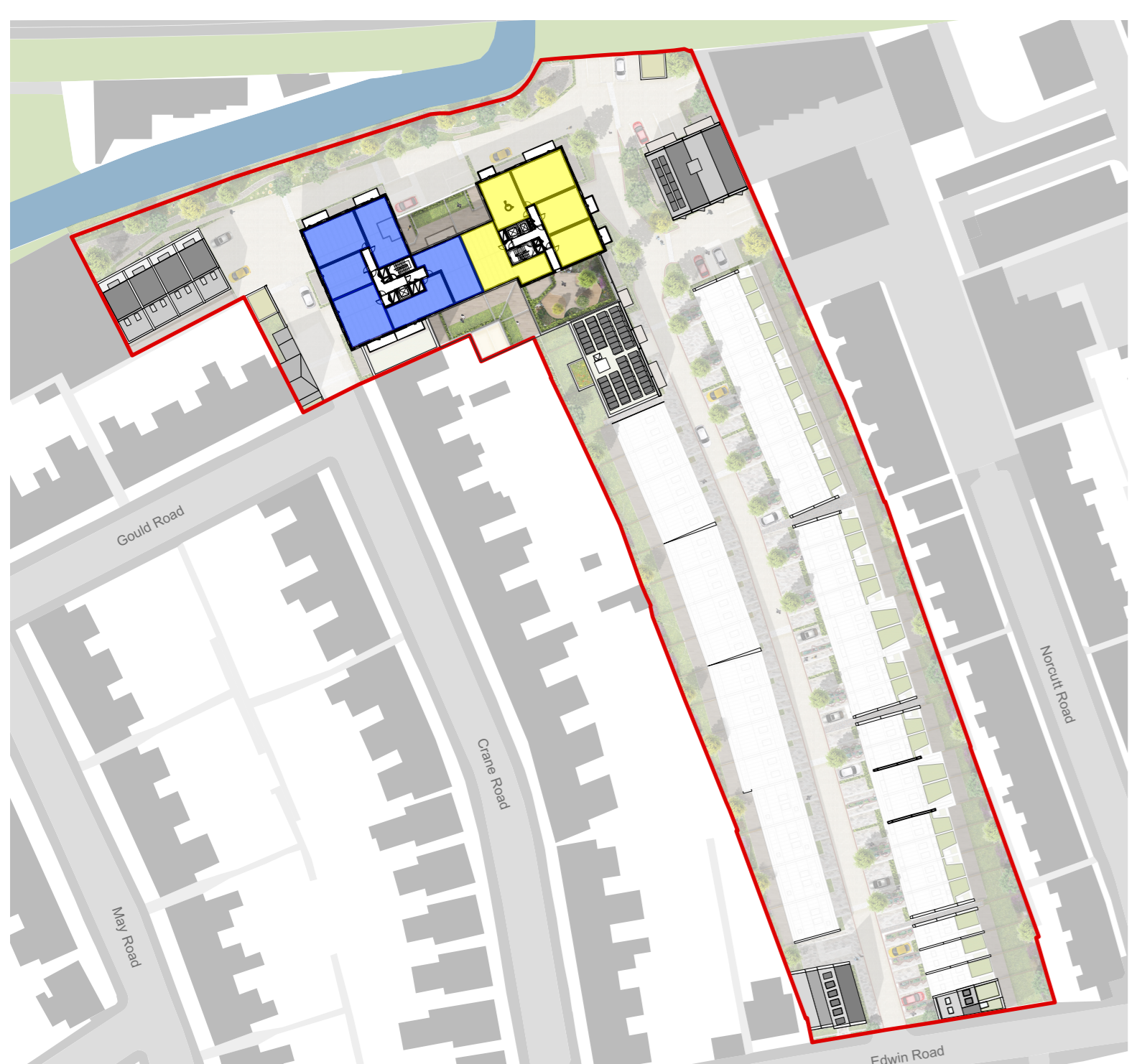
11/01/24

Drawing N°

GBT-ASA-ZZ-ZZ-DR-A-0213

Status & Revision

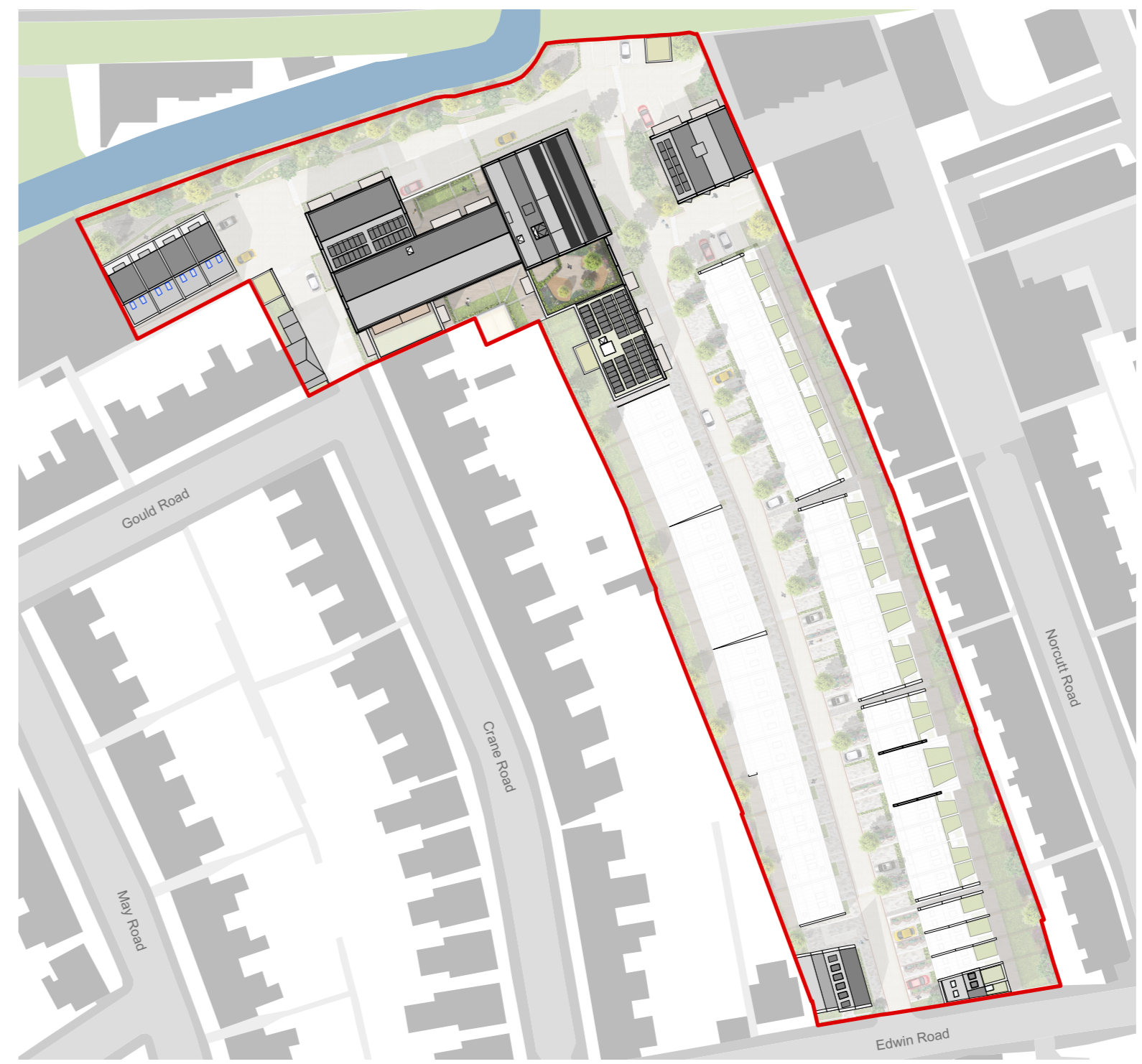
R2



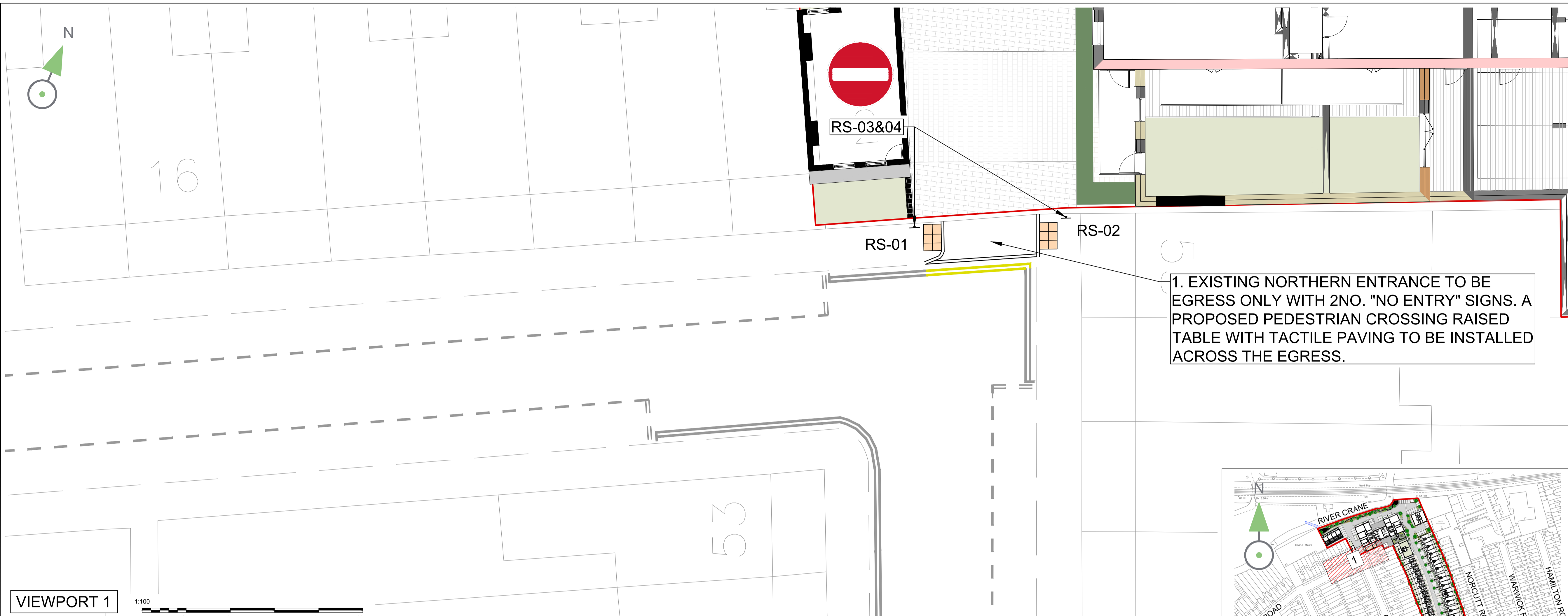
Third floor plan



Fourth floor plan

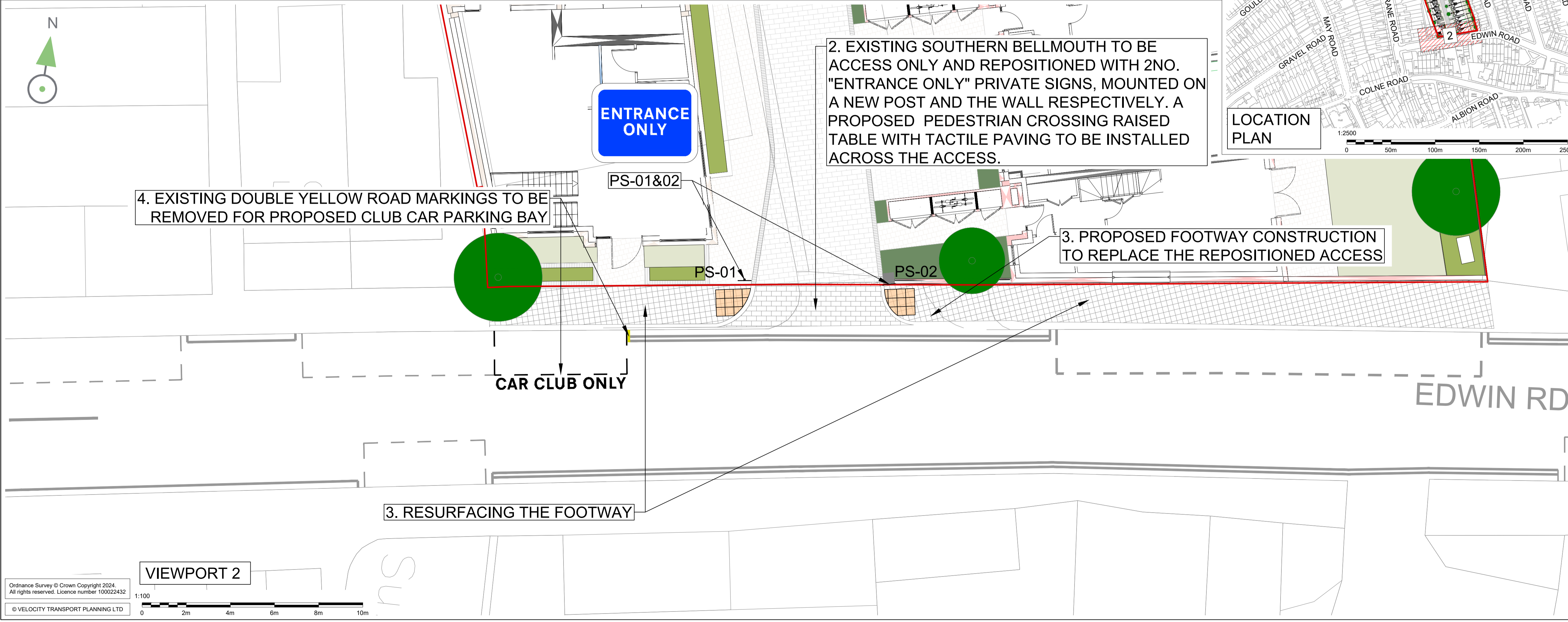


Roof plan



VIEWPORT 1
1:100
0 2m 4m 6m 8m 10m

1. EXISTING NORTHERN ENTRANCE TO BE EGRESS ONLY WITH 2NO. "NO ENTRY" SIGNS. A PROPOSED PEDESTRIAN CROSSING RAISED TABLE WITH TACTILE PAVING TO BE INSTALLED ACROSS THE EGRESS.



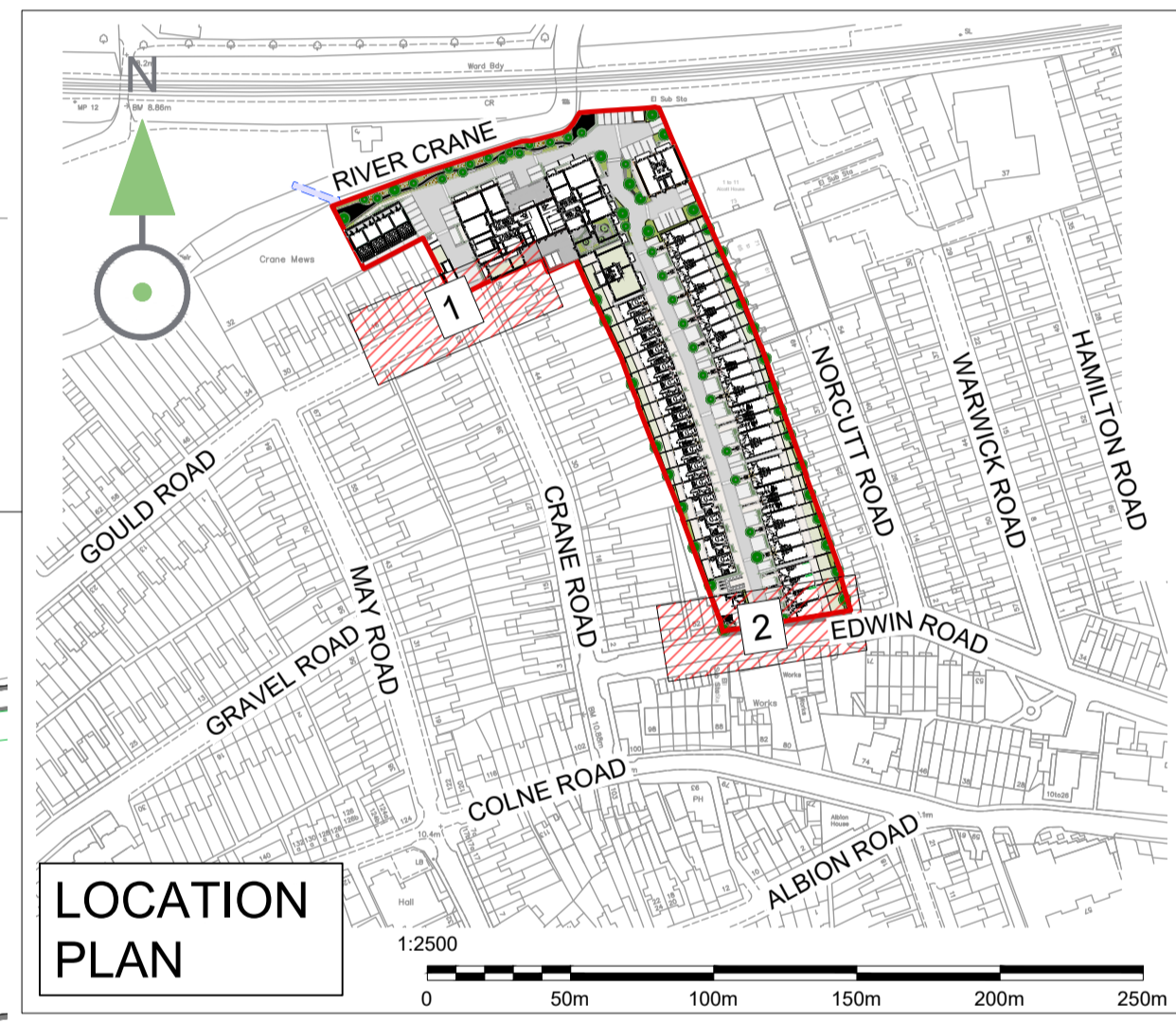
VIEWPORT 2
1:100
0 2m 4m 6m 8m 10m

2. EXISTING SOUTHERN BELLMOUTH TO BE ACCESS ONLY AND REPOSITIONED WITH 2NO. "ENTRANCE ONLY" PRIVATE SIGNS, MOUNTED ON A NEW POST AND THE WALL RESPECTIVELY. A PROPOSED PEDESTRIAN CROSSING RAISED TABLE WITH TACTILE PAVING TO BE INSTALLED ACROSS THE ACCESS.

3. PROPOSED FOOTWAY CONSTRUCTION TO REPLACE THE REPOSITIONED ACCESS

3. RESURFACING THE FOOTWAY

4. EXISTING DOUBLE YELLOW ROAD MARKINGS TO BE REMOVED FOR PROPOSED CLUB CAR PARKING BAY



LOCATION PLAN
1:2500
0 50m 100m 150m 200m 250m

- General Notes:
- DO NOT SCALE FROM THIS DRAWING.
 - ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
 - THIS DRAWING IS TO BE PRINTED IN COLOUR.
 - THIS DRAWING HAS BEEN ISSUED FOR INFORMATION PURPOSES AND MUST NOT BE USED FOR CONSTRUCTION.
 - THIS DRAWING IS BASED ON ASSAEL ARCHITECTURE LIMITED DRAWING NUMBER GBT-ASA-ZZ-00-DR-L-0100-R8.

Rev	Date	Description	Drn	Chk	App
B	02/05/24	UPDATED TO COUNCIL COMMENTS	MC	MP	MP
A	18/04/24	FIRST ISSUE	MC	MP	MP

VELOCITY

Drawing Status: S1 - FOR COORDINATION

Client:

Architect: ASSAEL

Project Title: GREGGS TWICKENHAM

Drawing Title: S278 HIGHWAY WORKS EXTENT OF WORKS

Scale @ A1	Date	Designed/Drawn	Checked	Approved
1:100	18/04/24	MC	MP	MP

Project Ref: 3760/1180 | Drawing Number: 3760-1180-HW-0001 | Rev: B

SCHEDULE 1

(Entry and Notification of the Commencement of Development)

The Owner undertakes to the Council as follows:

- 1.1 to permit the Head of Development Management and any person or persons authorised by him reasonable access to the Land or any part of it at all reasonable times on reasonable notice and in compliance with the Owner's reasonable requirements to permit him or them to inspect the Development for the purpose of securing compliance with the terms of this Deed.
- 1.2 to give to the Council notice in writing, no later than seven days prior to the anticipated Commencement of Development the date of the anticipated Commencement of Development.
- 1.3 to give to the Council notice in writing of:
 - 1.3.1 the Commencement of Development no later than seven days following the occurrence of the same.
 - 1.3.2 the First Occupation no later than seven days prior to the First Occupation of any part of the Development
 - 1.3.1 the date of the Practical Completion of the Development

SCHEDULE 2

(Air Quality Action Fund Contribution)

1. The Owner undertakes to the Council that within one month of the Commencement of Development it shall pay to the Council the Air Quality Action Fund Contribution.

SCHEDULE 3
(Affordable Workspace)

The Owner undertakes to the Council as follows:

1. No less than six months prior to completion of the Development:

to meet representatives from the Council's Economic Development Team and use reasonable endeavours to agree the basis and methodology of a Workspace Management Plan and set up arrangements to implement and monitor the same; and

2. Not to Occupy the Affordable Workspace until:

i) a Workspace Management Plan and the Affordable Workspace Agreement has been entered into with the Council and

ii) details of the Affordable Workspace Manager have been provided by the Owner to the Council

3. To provide the Council's Economic Development Team with monitoring returns in respect of any targets set in the Workspace Management Plan on an annual basis.

SCHEDULE 4

(Affordable Housing and Viability Review)

PART 1A

1. PROVISION OF AFFORDABLE HOUSING

The Owner covenants to the Council:

- 1.1 Unless otherwise agreed in writing by the Council, not to provide the Affordable Housing Units otherwise than in accordance with the Approved Tenure Mix
- 1.2 Not to provide the Affordable Housing Units on the Land other than in accordance with the remaining paragraphs of this Schedule 4 **PROVIDED THAT** the Affordable Housing Units together with any Additional Affordable Housing Units required pursuant to Part 2 of this Schedule 4 shall not exceed the Affordable Housing Cap;
- 1.3 Not to construct the Affordable Housing Units and the Wheelchair User Units other than in accordance with the Building Standards;
- 1.4 Not to Occupy or cause or permit the Occupation of more than 50 of the Open Market Units prior to the issue of the Certificate of Practical Completion.
- 1.5 To ensure that in respect of the Shared Ownership Units:-
 - (a) for a period of three (3) months from the first date of marketing the Development, that the Shared Ownership Units are not offered other than to an Eligible Purchaser pursuant to the Council's Intermediate Housing Policy Statement **PROVIDED THAT** the Owner may offer such Shared Ownership Units to Households with annual gross Household Income not exceeding the maximum income levels for Shared Ownership Housing set by the London Plan (as adjusted annually in accordance with the London Plan Annual Monitoring Report); and
 - (b) the marketing of a Shared Ownership Unit (save for marketing to a Affordable Housing Provider) shall not commence until the date that is six months prior to the date on which the Owner reasonably believes that the Shared Ownership Unit in question will be practically completed.

1.6 To ensure that:

- (a) the design and construction of the Development is executed in such a way as to minimise any nominal Service Charge for each Affordable Housing Unit so far as is reasonably practicable;
- (b) not later than three months prior to Occupation of an Affordable Housing Unit to agree any Service Charges for that Affordable Housing Unit with the Affordable Housing Provider and the Council (all acting reasonably) **PROVIDED THAT** in all cases the amount of the Services Charges shall not be more than the actual costs of the services provided; and
- (c) not to permit Occupation of any Affordable Housing Unit until the Service Charges for that Affordable Housing Unit are agreed.

1.7 To ensure that in respect of the Wheelchair User Units:-

- (a) They will not be laid out and fitted other than as shown on Plan xx
- (b) Prior to the Occupation of the Wheelchair User Units to submit and thereafter resubmit if not approved, to the Council the Wheelchair User Units Marketing Strategy until such time as the same is approved in writing by the Council (“the Approved Strategy”)
- (c) Not to Occupy cause or permit the Occupation of the Wheelchair User Units unless/until the Wheelchair User Units Marketing Strategy has been approved by the Council and to thereafter market the Wheelchair User Units in accordance with the Approved Strategy
- (d) during the Exclusivity Period not to sell any of the Wheelchair User Units to persons other than wheelchair users or households which include a wheelchair user (unless agreed in writing by the Council beforehand)
- (e) within 14 days of the end of the Exclusivity Period to provide evidence in writing to the HDM to demonstrate that the approved Wheelchair User Units Marketing Strategy has been fully complied with;
- (f) to record the number of Wheelchair User Units sold to wheelchair users or households which include a wheelchair user; and
- (g) h) send that recorded information on sales to the HDM within 14 days following the expiry of the Exclusivity Period.

2. RESTRICTION ON OCCUPATION OF AFFORDABLE/OPEN MARKET UNITS

2.1 The Owner shall not:

- (a) Occupy or cause or permit Occupation of any Social Rented Housing Units for any purpose other than for Social Rent Housing (save where there is a a RTA Purchaser);
- (b) Occupy or cause or permit Occupation of any Additional Affordable Housing Units to be provided as Shared Ownership Housing for any purpose other than for Shared Ownership Housing (as per the Agreed Tenure Mix) save where a Shared Ownership Lessee has Staircased to 100% equity in respect of a particular Shared Ownership Housing Unit;
- (c) Occupy or cause or permit Occupation of any Additional Affordable Housing Units that are to be provided as Social Rent Housing for any purpose other than for Social Rent Housing (save where there is a RTA Purchaser);
- (d) Occupy nor permit Occupation of more than 50 of the Open Market Units until
 - (i) it has made a Transfer of the Affordable Housing Units (or land on which they will be constructed) to an Affordable Housing Provider and discharged the condition in the Planning Permission relating to remediation in respect of such land (unless otherwise agreed in writing by the Council), such transfer to be in accordance with Part 1B of Schedule 4 who agrees to use reasonable endeavours to enter into and complete the Nomination Agreement with the Council in respect of all of the Affordable Housing Units; and
 - (ii) evidence of the Transfer of the Affordable Housing Units to a Affordable Housing Provider has been provided to the Council in writing;
- (e) Occupy cause or permit Occupation of the Social Rent Units unless and until the Affordable Housing Provider has entered into a Nominations Agreement with the Council in respect of all the Social Rent Units

2.2 Subject to the terms of any Nominations Agreement to the contrary, Social Rent Housing Units shall on the first and any subsequent let be allocated to people on the Council's housing waiting list PROVIDED THAT if a Social Rent Housing Unit has not

been let on completion of 2 letting cycles, the Affordable Housing Provider shall be permitted to allocate a vacant unit to someone from its own waiting list.

3. EXCLUSION OF LIABILITY

3.1 Without prejudice to clause 7 of this Deed the covenants and obligations contained in Part 1 of this Schedule 4 shall not be binding on:

- (a) an RTA Purchaser (including a mortgagee and successors in title and assigns of such a purchaser);
- (b) (if relevant) any person who has Staircased up to a 100% of the equity in a Shared Ownership Housing Unit (including a mortgagee and successors in title and assigns of such a person); and
- (c) a mortgagee or chargee or a receiver (or any administrator, receiver or manager (including an administrative receiver) appointed by a mortgagee or chargee thereby (pursuant to the Law of Property Act 1925 or otherwise) or any other party appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") in respect of the Affordable Housing Units or Additional Affordable Housing Units or any part thereof in possession or exercising a power of sale or any other right under security documentation and such mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units or Additional Affordable Housing Units or any part thereof free from the provisions in Part 1 of this Schedule 4 in this Agreement which provisions shall determine absolutely;

PART 1B

Terms related to the transfer of the Affordable Housing Units

3.3 Not to execute any transfer of the Affordable Housing Units and any Additional Affordable Housing Units (if applicable) except upon the following terms and conditions (unless otherwise agreed in writing by the parties to the transfer):

- (a) the transfer will grant:
 - (i) all such rights and easements as are appropriate and reasonably necessary for the beneficial enjoyment of the Affordable Housing Units and any Additional Affordable Housing Units (if applicable);

PART 2

EARLY STAGE REVIEW

4. EARLY STAGE REVIEW VIABILITY TRIGGER

- 4.1 Subject to clause 23 of this Deed the Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and the notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 4.2 The Council may, within 20 Working Days of receipt of the Owner's notification pursuant to paragraph 4.1 of this Part 2 of Schedule 4, request additional documentary evidence and no later than ten Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 4.3 Following the Owner's notification pursuant to paragraph 4.1 of this Schedule 4, the Owner shall afford the Council's agents access to the Land to inspect and assess whether the works which have been undertaken achieve Substantial Implementation **PROVIDED ALWAYS THAT** the Council shall:
- (1) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (2) comply with the Owner's reasonable requirements and all relevant health and safety legislation; and
 - (3) at all times be accompanied by the Owner or the Owner's agent.
- 4.4 No later than 20 Working Days after the Council receives:
- (1) notice pursuant to paragraph 4.1 of this Schedule 4; or
 - (2) the additional documentary evidence requested pursuant to paragraph 4.2 of this Schedule 4;

the Council shall inspect the Land and following the inspection provide written confirmation to the Owner within 10 Working Days of the date of the inspection

as to whether it considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

- 4.5 If the Council notifies the Owner that it considers that Substantial Implementation has not been achieved, then the process outlined in paragraphs 4.1 to 4.5 of this Schedule 4 shall be repeated as many times as necessary until the Council has notified the Owner pursuant to paragraph 4.4 of this Schedule 4 that Substantial Implementation has been achieved.
- 4.6 Any dispute between the Council and the Owner regarding whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date may be referred to dispute resolution in accordance with clause 17 of this Deed.
- 4.7 The Owner shall not allow Occupation of any part of the Development until:
- (a) the Council has notified the Owner pursuant to paragraph 4.4 of this Schedule 4 (or an Expert has determined pursuant to clause 17 of this Deed) that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or
 - (b) the Council has notified the Owner pursuant to paragraph 6.4 of this Schedule 4 (or an Expert has determined pursuant to clause 17 of this Deed) that no Additional Affordable Housing Units are required; or
 - (c) if the Council notifies the Owner pursuant to paragraph 6.4 of this Schedule 4 (or an Expert has determined pursuant to clause 17 of this Deed) that Additional Affordable Housing Units are required, the Council has approved the Additional Affordable Housing Scheme.

5. SUBMISSION OF EARLY STAGE REVIEW DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 5.1 Where Substantial Implementation has not occurred on or before the Substantial Implementation Target Date as determined by the Council under paragraph 17 of this

Schedule 4 (or pursuant to dispute resolution in accordance with clause 17 of this Deed):

- (a) the Owner shall (unless it has since been agreed by the Council or determined by an Expert pursuant to clause 17 hereof that Substantial Implementation has occurred) submit to the Council the following information no later than 20 Working Days after the date on which the Council notifies the Owner pursuant to paragraph 4.4 of this Schedule 4 (or an Expert has determined pursuant to clause 17 of this Deed) that Substantial Implementation has not been achieved, on the basis that the Council may make such information publicly available:
 - (i) the Early Stage Review Development Viability Information for Formula 1b and Formula 2
 - (ii) a written statement that applies the Early Stage Review Development Viability Information to: **PROVIDED ALWAYS THAT** if the result produced by Formula 1b is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
 - (iii) an Additional Affordable Housing Scheme where the written statement referred to in paragraph 5.1(a)(ii) of this Schedule 4 confirms that Additional Affordable Housing Units can be provided; and
- (b) paragraphs 6 and 7 of this Schedule 4 shall then apply.

6. ASSESSMENT OF EARLY STAGE REVIEW DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 6.1 The Council shall review the information submitted pursuant to paragraph 5 of this Schedule 4 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2 and the Council shall be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Owner.
- 6.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 5 of this Schedule 4
- 6.3 In the event that the Council and/or its appointed External Consultant requires additional information or supporting evidence to assess whether in their view any

Additional Affordable Housing Units are required, and requests the same within 20 working days of receipt of the information pursuant to paragraph 5 of this Part 2 of Schedule 4, the Owner shall provide such additional information or supporting evidence reasonably required to the Council or the External Consultant (as applicable) within 20 Working Days of receiving a request from the Council and/or the External Consultant.

6.4 The Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required within 30 Working Days of receipt of the information submitted pursuant to paragraph 5 (and paragraph 6.3 where applicable) of this Part 2 of Schedule 4.

6.5 If the Council's assessment pursuant to paragraph 6.4 of this Schedule 4 concludes that Additional Affordable Housing Units can be provided but the Owner's initial submission concluded otherwise:

(i) the Owner shall submit an Additional Affordable Housing Scheme to the Council for its written approval within 20 Working Days of receipt of the Council's decision pursuant to paragraph 6.4 of this Schedule 4 and

(ii) the Council shall notify the Owner in writing as to whether the submitted Additional Affordable Housing Scheme is approved within 30 Working Days of receipt of the Additional Affordable Housing Scheme; and

(iii) if the Additional Affordable Housing Scheme submitted pursuant to paragraph 6.5(ii) above is not approved the parties shall follow the process in paragraphs 6.5(i) and (ii) above until an Additional Affordable Housing Scheme is approved.

(iv) the Owner shall not Occupy cause or permit Occupation of any part of the Development unless and until the Additional Affordable Housing Scheme has been approved by the Council in writing.

6.6 If the Council's assessment pursuant to paragraph 6.4 of this Schedule 4 concludes (or an Expert has determined pursuant to clause 17 of this Deed) that:

6.6.1 a surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide any Affordable Housing Units pursuant to Formula 2; or

6.6.2 a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Affordable Housing Units pursuant to Formula 2;

then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing in accordance with paragraph 7 of this Schedule

- 6.7 Any dispute between the Council and the Owner as to whether any Additional Affordable Housing Units can be provided and/or any surplus profit is payable shall be referred to dispute resolution in accordance with clause 9 of this Deed.
- 6.8 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 5 of this Schedule including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

7. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING UNITS

- 7.1 Where it is determined pursuant to paragraph 6 of this Schedule 4 that Additional Affordable Housing Units are required:
- (a) the Owner shall provide such Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council; and
 - (b) the provisions of Part 1A of this Schedule 4 shall apply mutatis mutandis to such Additional Affordable Housing Units.

PART 3

LATE STAGE REVIEW

8. LATE STAGE REVIEW VIABILITY TRIGGER

- 8.1 The Owner shall give the Council no less than 20 Working Days prior written notice of the anticipated Late Stage Review Date.
- 8.2 The Owner shall not -Dispose of more than 75% of the Open Market Units unless and until the Late Stage Review has been carried out in accordance with the following provisions of this Part 3 of Schedule 4.

9. SUBMISSION OF LATE STAGE REVIEW DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

9.1 The Owner shall submit to the Council the following information within 20 Working Days of the Late Stage Review Date on the basis that the Council may make such information publicly available, the Late Stage Review Development Viability Information; and

(a) a brief written statement that applies the applicable Late Stage Review Development Viability Information to:

(i) Formula 3 **PROVIDED ALWAYS THAT** if the result produced by Formula 3 is less than zero it shall be deemed to be zero); and

(ii) Formula 4

thereby confirming whether in the Owner's view any Late Stage Review Affordable Housing Contribution is payable.

9.2 The provisions of paragraph 10 shall apply to the information submitted by the Owner to the Council pursuant to paragraph 9.1 of this Schedule 4.

10. ASSESSMENT OF LATE STAGE REVIEW DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

10.1 The Council shall review the information submitted pursuant to paragraph 9.1 of this Schedule 4 and assess whether in its view a Late Stage Review Affordable Housing Contribution is payable in accordance with Formula 3 subject to the Late Stage Review Affordable Housing Contribution Cap as calculated in accordance with Formula 4 and the Council shall be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner.

10.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 10 of this Schedule 4.

10.3 If the Council and/or its appointed External Consultant requires additional information or supporting evidence to assess whether in their view a Late Stage Review Affordable Housing Contribution is payable, and requests the same within 20 Working Days of receipt of the information provided pursuant to paragraph 9.1 of this Part 3 of Schedule 4, the Owner shall provide such additional information or supporting evidence reasonably required to the Council or the External Consultant (as applicable) within 10

Working Days of receiving such request from the Council and/or the External Consultant.

10.4 The Council shall notify the Owner in writing of its decision as to whether any Late Stage Review Affordable Housing Contribution is payable within 30 Working Days of receipt of the information submitted pursuant to paragraph 9.1 (and paragraph 10.3 where applicable) of this Part 3 of Schedule 4.

10.5 If the Council's assessment pursuant to paragraph 10.4 of this Schedule 4 concludes (or an Expert has determined pursuant to clause 17 of this Deed) that a Late Stage Review Affordable Housing Contribution is payable, the Owner shall:

(a) pay the Late Stage Review Affordable Housing Contribution to the Council prior to Occupation of 75% of the Open Market Units; and

(b) not Occupy cause or permit Occupation of more than 75% of the Open Market Units unless and until the Late Stage Review Affordable Housing Contribution has been paid in full to the Council.

10.6 Any dispute between the Council and the Owner as to whether any Late Stage Review Affordable Housing Contribution is payable or the value of the Late Stage Review Affordable Housing Contribution or any dispute relating to the Late Stage Review Development Viability Information shall be referred to dispute resolution in accordance with clause 17 of this Deed.

10.7 The Owners shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 9 of this Schedule 4 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

11. GOOD FAITH

The Council shall act, and shall procure that any External Consultant acts, reasonably and in the utmost good faith in relation to the provisions of this Schedule 4 and, without prejudice to clause 12 of this Deed, will not unreasonably withhold or delay any consent, approval, agreement or decision.

ANNEX 1 TO SCHEDULE 4

(Formulas)

FORMULA 1b (Surplus profit available for additional on-site affordable housing)

$$\text{"Surplus profit"} = ((A - B) - (C - D) - P) - E$$

Where:

A = Early Stage Review GDV (£)

B = Viability Appraisal GDV (£)

C = Early Stage Review Build Costs (£)

D = Viability Appraisal Build Costs (£)

P = $(A - B) * Y$ (Developer profit on change in GDV of Development (£))

E = Deficit

Y = Scheme Target Return (%)

Notes:

(A - B) represents the change in the Early Stage Review GDV from the date of the Planning Permission to the Early Stage Review Date.

(C - D) represents the change in the Early Stage Review Build Costs from the date of the Planning Permission to the Early Stage Review Date.

FORMULA 2 (Additional Affordable Housing)

X = Additional Social Rent Housing requirement (Habitable Rooms) to be converted from Open Market Units

$$X = ((E * F) \div (A - B)) \div D$$

Y = Additional Shared Ownership Housing requirement (Habitable Rooms) to be converted from Open Market Units

$$Y = ((E * G) \div (A - C)) \div D$$

Where:

A = Average Open Market Housing Value per m² (£)

B = Average Social Rent Housing Value per m² (£)

C = Average Shared Ownership Housing Value per m² (£)

D = Average Habitable Room size for the Development being 16.87 m²

E = Surplus profit available for Additional Affordable Housing Units as determined by Formula 1b (£)

F = 70%

G = 30%

Notes:

(A - B) represents the difference in Average Open Market Housing Value per m² and Average Social Rent Housing Value per m² (£).

(A - C) represents the difference in Average Open Market Housing Value and Average Shared Ownership Housing Value (£).

(E * F) represents the surplus profit to be used for Social Rent Housing (£).

$(E * G)$ represents the surplus profit to be used for Shared Ownership Housing

$(E * F) \div (A - B)$ = Additional Social Rent Housing requirement (m²) (£)

$(E * G) \div (A - C)$ = Additional Shared Ownership Housing requirement (m²) (£)

FORMULA 3 (Late Stage Review Affordable Housing Contribution)

X = Late Stage Review Affordable Housing Contribution

$$X = (((A + B) - C) - ((D + E) - F) - P) - G * 0.5$$

Where:

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C = Viability Appraisal GDV (£) if an Early Stage Review is not triggered; or

Early Stage Review GDV (£) as determined by the Council pursuant to Part 2 of Schedule 2 if an Early Stage Review is triggered.

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F = Viability Appraisal Build Costs (£) if an Early Stage Review is not triggered; or

Early Stage Review Build Costs (£) as determined by the Council pursuant to Part 2 of Schedule 2 if an Early Stage Review is triggered.

P = $(A + B - C) * Y$ (Developer profit on change in GDV (£))

G = Deficit

Y = Scheme Target Return Late Stage Review (%)

Notes:

$(A + B) - C$ = represents the change in GDV from the date of grant of the Planning Permission (or Early Stage Review if triggered) to the Late Stage Review Date (£)

$(D + E) - F$ = represents the change in Build Costs from the date of grant of the Planning Permission (or Early Stage Review if triggered) to the Late Stage Review Date (£)

P = represents developer profit on change in GDV (£)

0.5 = represents any Surplus profit, after deducting the Scheme Target Return Late Stage Review (developer profit (P)) that will be shared between the Council and the developer with 50% payable to the Council as the Late Stage Review Affordable Housing Contribution for provision of off-site affordable housing subject to the Late Stage Review Affordable Housing Contribution Cap

FORMULA 4 (Late Stage Review Affordable Housing Contribution Cap)

X = Late Stage Review Affordable Housing Contribution Cap

$$X = (((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

Where:

A = Average Open Market Housing Value per m²(£)

B = Average Social Rent Housing Value per m²(£)

C = Average Shared Ownership Housing Value per m²(£)

D= Average Habitable Room size for the Development being 16.87 m²

E = The shortfall in the Social Rent Housing (by Habitable Rooms) determined at the date of grant of the Planning Permission (or as updated following the Early Stage Review if triggered) when compared against policy target and local plan tenure split

F = The shortfall in the Shared Ownership Housing (by Habitable Rooms) determined at the date of grant of the Planning Permission (or as updated following the Early Stage Review if triggered) when compared against policy target and local plan tenure split

SCHEDULE 5

(Carbon Off-Set Contribution)

1. The Owner undertakes to the Council that prior to First Occupation it shall pay to the Council the First Carbon Off-Set Contribution
2. No later than twenty (20) Working Days after Practical Completion of the Development, to provide to the Council for review and agreement such information as is reasonably required to calculate a value for the input "T" in the Carbon Emissions Offset Contribution Formula.
3. The Owner and the Council shall use reasonable endeavours to agree the value of "T" in the Carbon Emissions Offset Contribution Formula and if such value cannot be agreed it will be deemed to be a dispute having arisen on the provision of the information referred to in paragraph 2 and will be dealt with pursuant to clause 17.
4. Following agreement or determination of the value of "T" pursuant to paragraph 3 above, the Owner and the Council shall calculate the Second Carbon Off-Set Contribution (if any) and
 - 4.1 if the Second Carbon Off-Set Contribution is a positive sum the Owner shall pay the Second Carbon Off-Set Contribution to the Council within twenty (20) Working Days
 - 4.2 if the Second Carbon Off-Set Contribution is a negative sum the Council shall pay to the Owner the lower of:

4.2.1 a sum calculated in accordance with the following formula:

$$B = C * (-1)$$

Where

B is the sum payable by the Council to the Owner

C is the Second Carbon Off-Set Contribution; and

4.2.2 The Carbon Off-Set Contribution Repayment Cap

5. The Council covenants with the Owner to apply and appropriate the First Carbon Off-Set Contribution and (if relevant) the Second Carbon Off-Set Contribution to the Council's fund to secure the delivery of CO2 emission reductions on projects within the Borough.

Worked Examples:

Eg1 – Shortfall of 50 tonnes

Carbon Off-Set Formula:

$$(50 * 30 * £95) - £121,505$$

$$£142,500 - £121,505 = £20,995$$

Second Carbon Offset Contribution is £20,995

Eg2 – Shortfall of 30 tonnes

Carbon Offset Formula:

$$(30 * 30 * £95) - £121,505 = -£36,005$$

$$£85,500 - £121,505 = -£36,005$$

Second Carbon Offset Contribution is -£36,505

The figure is negative so the formula in para 4.2 applies

$$-£36,505 * (-1) = £36,005$$

B = £36,005 therefore, the Council pays the Owner £36,005

Eg3 – Shortfall of 20 tonnes

Carbon Offset Formula:

$$(20 * 30 * £95) - £121,505$$

$$£57,000 - £121,505 = -£64,505$$

Second Carbon Offset Contribution is -£64,505

The figure is negative so the formula in para 4.2 applies

$$-\text{£}64,505 * (-1) = \text{£}64,505$$

This is more than £54,916, therefore the Council pays the Owner £54,916.

SCHEDULE 6

(Car Club Membership)

The Owner undertakes to the Council as follows:

- 1.1 Prior to First Occupation of any Residential Unit to be Occupied to lay out, construct and complete the Car Club Bay Provision to the Council's reasonable satisfaction
- 1.2 Prior to the First Occupation of any Residential Unit to enter into a contract with a Car Club Operator to provide a Car Club Membership to each Residential Unit.
- 1.3 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 Owner with the Car Club Operator.
- 1.4 To use reasonable endeavours to procure that a Car Club Operator shall provide Car Club Membership to each Residential Unit for a period of five (5) years calculated from the First Occupation of such Residential Unit.
- 1.5 Without prejudice to the generality of paragraph 1.3 of this Schedule:
 - 1.4.1 upon the First Occupation of every Residential Unit to notify the Qualifying Occupier thereof of his/her entitlement to Car Club Membership with effect from such First Occupation; and
 - 1.4.2 To use reasonable endeavours to promote the Car Club within the Development including:
 - (a) (from time to time) informing estate and lettings agents responsible for marketing the Residential Units (and the Affordable Housing Provider to which the Affordable Housing Units are transferred or leased) of the identity of the Car Club Operator and the availability of Car Club Membership to Qualifying Occupiers of the Residential Units for a period of 5 years from First Occupation of such Residential Unit; and
 - (b) publicising details of the Car Club within the marketing materials for the Residential Units.
- 1.6 At any time (and from time to time) during the period commencing upon the Occupation of the first Residential Unit and ending on the date five (5) years after the Occupation of the last Residential Unit to be Occupied (and upon being

requested to do so by the Council) to provide evidence to the Council that it has offered Car Club Membership to each Residential Unit in accordance with the provisions of this Schedule together with evidence of the payment to the Car Club Operator to facilitate the Car Club Membership (in respect of Occupiers who have applied to join the Car Club).

SCHEDULE 7

(Open Space Contribution)

1. The Owner undertakes to the Council that prior to First Occupation it shall pay to the Council the Open Space Contribution and not to permit First Occupation until the said contribution has been paid

SCHEDULE 8

(Restriction on applying for Parking Permits)

The Owner undertakes with the Council as follows:

1. Not to make an application for a Parking Permit in respect of any Unit or knowingly permit any owner or Occupier of any Unit to make such an application and further not to make an application for a Residents Season Ticket Provided Always That the provisions of this paragraph shall not apply to a person who is the holder of a Blue Badge.
2. In any case where an application is made as aforesaid and a Parking Permit is issued to the Owner then to surrender such Parking Permit to the Council or terminate such contract with the Council (or in the case of a Parking Permit issued to a third party use reasonable endeavours to procure that the same are surrendered or terminated) within 10 Working Days of written demand by the Council.
3. Not to Occupy any Unit or cause or permit any person to Occupy any such Unit unless and until a notice in writing has been served on such person to the effect that such person shall not:
 - 3.1 be entitled (unless such person is or becomes entitled to be a holder of a Blue Badge) to be granted a Parking Permit in respect of such Unit; or
 - 3.2 be entitled to enter into a contract (other than individual contracts for one occasion and excluding short term, pay as you go parking for periods of not more than 48 hours at a time) with the Council to park in any car park controlled by the Council
4. That all material used for advertising or marketing of the Unit for letting or sale shall notify prospective owners and Occupiers that they will not be entitled to apply for a Parking Permit or a Residents Season Ticket in respect of the Unit (other than in the circumstances set out in paragraphs 3.1 and 3.2 above).
5. Upon receipt of a written request from the Council to provide to the Council such information as the Council may reasonably require to enable it to be satisfied as to compliance with the provisions of this Schedule.
6. For the avoidance of doubt the Owner and/or owners or Occupiers of any Unit shall not be prohibited or restricted in applying for a Parking Permit or Residents Season Ticket in respect of any other accommodation that is not a Unit.

SCHEDULE 9

(Permissive Path)

1. The Owner undertakes to the Council to ensure that within 14 Working Days of Practical Completion of the Development the Permissive Path Purpose is facilitated in perpetuity

SCHEDULE 10

(Playspace Contribution and the Playspace Maintenance Contribution)

1. The Owner undertakes to the Council that prior to First Occupation it shall pay to the Council the Playspace Contribution and the Playspace Maintenance Contribution and not to permit First Occupation until the said contribution has been paid

SCHEDULE 11

(River Restoration Contribution)

1. The Owner undertakes to the Council that prior to First Occupation it shall pay to the Council the River Restoration Contribution and not to permit First Occupation until the said contribution has been paid

SCHEDULE 12

(NHS Contribution Fee)

1. The Owner undertakes to the Council that prior to First Occupation it shall pay to the Council the NHS Contribution Fee and not to permit First Occupation until the said contribution has been paid

SCHEDULE 13
(Highway Works)

Highway Works

1. The Owner undertakes to the Council as follows:
 - 1.1 Subject to the Council agreeing to enter into the Highways Agreement, to enter into the Highways Agreement with the Council within 6 months of Commencement of the Development; and
 - 1.2 not to Occupy the Development (or any part thereof) until it has completed the Highway Works and (unless otherwise agreed in writing with the Council) the Council shall have issued the certificate of practical completion (as that expression is referred to in the definition of the Highways Agreement) under the terms of the Highways Agreement and for the avoidance of doubt and without limitation the Council shall act in good faith and shall not unreasonably withhold or delay the issue of such certificate of practical completion.

SCHEDULE 14

Employment and Skills

Employment and Skills Plan

1.1 The Owner shall:

- (a) not Commence Development cause or permit Commencement of Development unless and until the Employment and Skills Plan (comprising detailed provisions for the construction of the Development) has been approved by the EDOT in writing and the Council shall procure that such approval is not unreasonably withheld or delayed) (**“Approved Employment and Skills Plan”**) **PROVIDED ALWAYS THAT** any dispute between the Owner and the Council in respect of the methodology referred to in paragraph 1,1(a) of this Schedule and/or the provisions of the Employment and Skills Plan shall be referred for determination by an expert in accordance with clause 17.
- (b) provide sufficient monitoring information to the reasonable satisfaction of the EDOT at three monthly intervals during the construction of the Development or such other frequency as may be agreed between the Owner and the Council from time to time
- (c) In the event that the Council (acting reasonably) considers that the Approved Employment and Skills Plan is not operating effectively, it shall notify the Owner in writing specifying such amendments or revisions as it considers reasonably necessary to achieve the effective operation of the Approved Employment and Skills Plan.
- (d) Where paragraph 1.1(c) of this Schedule applies, the Owner shall use reasonable endeavours to implement the amendments proposed by the Council as soon as reasonably practicable **PROVIDED ALWAYS THAT** any dispute relating to the proposed amendments shall be referred to dispute resolution in accordance with the dispute provisions in clause 17 of this Deed.

Construction Phase

1.2 The Owner covenants to:

- (a) 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 jobs to Local Residents
- (b) 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 in the Employment and Skills Plan and how such prospective contractors and sub-contractors:
 - i) will be expected to contribute towards the overall targets and discharge the same.
 - ii) shall incorporate the provisions of this Local Employment Agreement in their tender responses
 - iii) shall evidence a commitment to ensuring that Local Residents are able to benefit directly from all employment and training activity arising from the construction of the Development
 - iv) shall provide the Council with regular information regarding the numbers of Local Residents benefiting from these opportunities, including such information as to ensure that the Council is meeting its obligations under the Equality Act 2010
- (c) subject to complying with all Health and Safety regulations and restrictions to use reasonable endeavours to ensure that adequate opportunities are made available by the Owner, their contractors and sub-contractors to enable schools and other educational establishments in the Local Area to provide students with work experience and to create a positive link between schools and employers on the construction of the Development; and
- (d) to use reasonable endeavours to secure the placement of apprenticeships during the construction stages of the Development or where this is not possible an equivalent level of employment / training benefit as agreed with the EDOT in the Employment and Skills Plan and on written request to provide the Council with evidence of the endeavours used to comply with this paragraph 1.2(d) of this Schedule
- (e) pay to the Council the Local Employment Shortfall Contribution (if any) within 20 Working Days of Practical Completion of the Development

SCHEDULE 15

River Crane Glazing Works Plan

Prior to the Commencement of Development to submit and thereafter resubmit if not approved, to the Council the River Crane Glazing Works Plan until such time as the same is approved in writing by the Council (“the Approved Plan”)

- 1.2 Not to Commence cause or permit the Commencement of the Development unless/until the River Crane Glazing Works Plan has been approved by the Council
- 1.3 To fully implement the Approved Plan prior to First Occupation to the satisfaction of the Council

SCHEDULE 16

NOT USED

SCHEDULE 17

DRAFT FORM OF NOMINATIONS AGREEMENT

DATED _____ 2024

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

-to-

XXXXXXXXXX

N O M I N A T I O N A G R E E M E N T

in respect of rented units at **XXXXXXXXXX
in the London Borough of Richmond upon Thames**

EXD

THIS AGREEMENT (made as a Deed) is made the _____ day of _____ 2009 BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND-UPON-THAMES of the Civic Centre of 44 York Street Twickenham TW1 3BZ (“the Council”) and xxxxxxxxxxxx of xxxxxxxxxxxx registered with the Regulator of Social Housing with registered number xxxxx and under the Co-operative and Community Benefit Societies Act 2014 number xxxxxxxx (“the Association”)

WHEREAS

(1) The Council is a local authority for the purposes of the Local Government Act 1972 and a local housing authority for the purposes of the Housing Act 1985 Part I

(2) The Association is a registered social landlord within the meaning of Section 1 of the Housing Act 1996 and is registered under the Industrial and Provident Societies Act 1965

(3) Units are to be built substantially in accordance with Planning Permission (dated xxxxxxxx – ref number **22/2556/FUL**)(as varied or amended) for occupation by persons within the Association’s charitable objects and the Association has agreed to the Council being given the right to nominate persons to take up occupation of the Units as hereinafter provided

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS

- 1.1 “Availability Notice” means the notices referred to at Sub-clauses 3(a) and (b) hereof
- 1.2 “Nomination Notice” means the notice in writing to be given by the Council to the Association of the proposed Nominees which shall include the names of such Nominees and all necessary and relevant information pertaining to such Nominees
- 1.3 “Nominees” means persons nominated by the Council for the purposes of this Agreement
- 1.4 “Property” means the Site and Units

- 1.5 “Regulator of Social Housing” means the regulator of social housing established by Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions
- 1.6 “Relevant Nominee” means Nominees to whom the Association shall offer a Unit on the Site in accordance with Clause 5 hereof which shall be nominees assessed by the Association as appropriate for it to house under its objects, lettings and allocations policies
- 1.7 “Site” means the land and buildings to be erected on the land known as land at Greggs, Gould Road, Twickenham, TW2 6RT
- 1.8 “Nomination Period” sixty years from the date of practical completion of the Units
- 1.9 “True Voids” a vacancy created in any of the circumstances set out in the First Schedule hereto under the heading “definition of a True Void” but excluding a vacancy arising in any circumstances defined under the heading “definition of a Non-True Void”
- 1.10 “Non-True Voids” as defined in the First Schedule hereto
- 1.11 “Units” means the affordable housing residential units to be managed and

provided by the Association on the Site
(as set out in the Second Schedule
hereto)

1.12 "RP"

means an Affordable Housing Provider
or Registered Provider of social housing
pursuant to section 80 of the Housing
and Regeneration Act 2008

2. The Association hereby covenants with the Council
 - (i) to construct or procure the construction at the Property of (no.) Units with the intention of providing low cost housing to rent and to commence construction on or before xxxxxx subject to any extension of time agreed between the parties hereto and to complete the same by xxxxxx subject to any extension agreed between the parties hereto in accordance with the Planning Permission and to ensure all construction is carried out in a good and workmanlike manner.
 - (ii) that the Council shall have rights to nominate up to 100% of the initial lettings of the Units and shall thereafter have the right to nominate up to the first three out of every four True Voids arising in a calendar year for the Nomination Period unless the Council at its absolute discretion agree to waive or relinquish such rights of nomination. The Definition of a 'True Void' is that contained in the First Schedule hereto
3. The Association shall give to the Council:-
 - (a) In the case of an initial letting of any Unit not less than 6 weeks' notice of the actual completion of such Unit and its availability for letting
 - (b) in the case of any Unit being a True Void becoming subsequently available for letting 3 days written notice of such availability
4. Within 10 days of the receipt by the Council of any Available Notice in respect of a Unit the Council shall in respect of such Unit serve on the Association a Nomination Notice
5. The Association shall as soon as practicable following receipt of the Nomination Notice offer a tenancy of the said Unit to the Relevant Nominee at a rent no more than the Social Rent as contained in the Second Schedule hereto

6. If (a) no Nomination Notice is served by the Council within the 10 days referred to in Clause 4 or (b) the Association acting reasonably does not consider the Nominee appropriate to house or (c) the Relevant Nominee refuses or fails to accept the offer of a tenancy within 7 days of such offer in each case the Council shall be entitled to serve two further and subsequent Nomination Notices **SAVE THAT** where no subsequent Nomination Notices are served within 20 days of the date referred to in clause 4 or the further Relevant Nominees both refuse or fail to accept the offer of a tenancy within 3 days of such offer then the Association shall be at liberty to let the unit to persons of its own choosing and in the case of a True Void where such circumstances arise this will still count as one of the Council's 3 out of every 4 True Void nominations
7. The procedure for such nominations may at any time during the continuance of this Agreement be varied by agreement between the parties hereto
8. For the avoidance of doubt, the provisions of this Agreement shall cease to apply to any Unit of which the Association assigns its leasehold interest or grants a long lease to a tenant exercising any statutory right to buy or right to acquire such an interest in that Unit and shall cease to apply to any Unit upon the granting of a lease of a Shared Ownership Unit by the Association
9. For the avoidance of doubt, IT IS HEREBY AGREED AND DECLARED that the provisions of this Agreement are entered into pursuant to s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and are binding on successors in title but shall:-
 - 9.1 not bind any mortgagee or charge or a receiver (or any administrator, receiver or manager (including an administrative receiver) appointed by a mortgagee or chargee thereby pursuant to the Law of Property Act 1925 or otherwise) or any other party appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") in respect of the Unit(s) in possession or exercising a power of sale or any other right under security documentation and such mortgagee, chargee or Receiver shall be entitled to dispose of the Unit(s) free from the provisions of this Agreement.
 - 9.2 not bind any individual owner (excluding, for the avoidance of doubt, any owner who is an RP) or occupier of any unit, their successors in title and mortgagees and mortgagees' successors in title.

10. Any notice or demand required or authorised shall be deemed to be served on the Council if sent to the Chief Executive of the London Borough of Richmond upon Thames at its Civic Offices at the address given above and shall be deemed to be duly served on the Association and if sent to the Association and addressed to the Secretary at its address for the time being as stated above or such other address as may be notified in writing to the Council from time to time PROVIDED ALWAYS that any notice to be served by either party may be served by such party's Solicitors
11. The beneficial interest in this Agreement and the Property is held by or on behalf of the Association, an exempt charity.
12. This agreement is to be reviewed periodically by the parties and amended as necessary (both parties acting reasonably) to respond to changing markets, changing laws and the needs of both parties.

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

FIRST SCHEDULE

Part 1 - Definition of True Void

1. Vacancies created through tenant transfer to another Borough where no reciprocal arrangement exists
2. Vacancies arising through tenant moves to other landlords where no reciprocal arrangement exists
3. Vacancies arising as a result of the death of a tenant where there is no statutory right or contractual to succession
4. Vacancies arising through tenants buying their own property in the private sector
5. Vacancies arising as a result of the tenant having been evicted or abandoning a Unit
6. Vacancies arising as a result of decants. The Council will take a flexible approach to property substitution if a decanted property is required within an Association's decant programme, provided that the substitute accommodation is of a similar size and standard

Part 2 - Definition of Non-True Void

1. Vacancies arising as a result of a tenant being temporarily decanted and moving to a temporary home
2. Vacancies arising as a result of a tenant being re-housed via the Housing Association "Homes" scheme or other equivalent
3. Vacancies arising as a result of a tenant being re-housed by another Borough where a reciprocal arrangement exists

SECOND SCHEDULE

xxxxxxx for Social Rent to be rented initially at £ xx per week

All rents are inclusive of service charge and rent levels will be increased in accordance with the RP's annual rental increase

Executed as a deed by affixing the common seal of

xxxxxxxxxxxx in the presence of:

Authorised signatory

Authorised signatory

**THE COMMON SEAL of the MAYOR
AND BURGESSES
OF THE LONDON BOROUGH OF
RICHMOND-UPON-THAMES**

was hereunto affixed in the presence of:

Authorised Officer

Seal Reg. No

EXECUTED as a **DEED** by

GREGGS PLC

acting by two directors or

a director and its secretary

Director

DocuSigned by:
Richard Hutton
46578DFBE8B2420...

Director/Secretary

DocuSigned by:
Nina Richards
93FF3EFA88CE4B4...