

DATED

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                      day of                      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):

“ <b>Act</b> ”	means the Town and Country Planning Act 1990 (as amended)
“ <b>Additional Affordable Housing Units</b> ”	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><b>“Additional Affordable Housing Scheme”</b></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> <ul style="list-style-type: none"> <li>(1) confirms the Open Market Units that are to be converted into Social Rent Housing and/or Shared Ownership Housing;</li> <li>(2) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;</li> <li>(3) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units;</li> <li>(4) ensures that the Additional Affordable Housing Units are spread across the Development appropriately;</li> <li>(5) ensures that at least 10 per cent of the Additional Affordable Housing Units are Wheelchair Accessible across all tenures and unit sizes;</li> <li>(6) provides details (including 1:50 floor plans) of the proposed Wheelchair Accessible and Wheelchair Adaptable Additional Affordable Housing Units; and</li> </ul> <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><b>“Affordable Housing”</b></p>	<p>means Social Rent Housing, and Shared Ownership Housing</p>
<p><b>“Affordable Housing Cap”</b></p>	<p>means the equivalent of 50% by Habitable Room of the Residential Units</p>
<p><b>“Affordable Housing Provider”</b></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 <b>“Affordable Housing Providers”</b> shall be construed accordingly</p>

<b>“Affordable Housing Units”</b>	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 " <b>Affordable Housing Unit</b> " shall be construed accordingly and "Affordable Housing Unit" shall be construed accordingly
<b>“Affordable Tenancy Rate”</b>	means a rent and service charge of a maximum of 50% of comparable local market rates for comparable properties.
<b>“Affordable Workspace”</b>	<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"> <li>• dedicated to specific sectors that have social value such as charities or social enterprises;</li> <li>• dedicated for specific sectors that have cultural value such as artists’ studios and designer-maker spaces;</li> <li>• dedicated for disadvantaged groups starting up in any sector;</li> <li>• providing educational or research-driven outcomes through connections to schools, colleges or higher education; and</li> <li>• supporting start-up businesses or regeneration</li> </ul>
<b>“Affordable Workspace Agreement”</b>	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
<b>“Affordable Workspace Manager”</b>	means a person or persons responsible for managing the Affordable Workspace (which may include the Owner)
<b>“Air Quality Action Fund Contribution”</b>	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

<b>“Application”</b>	means the planning application submitted to the Council (and allocated reference <b>22/2556/FUL</b> ) for planning permission for the Development												
<b>“Approved Tenure Mix”</b>	<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" style="margin-left: 40px;"> <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										
<b>“Average Social Rent Housing Value”</b>	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												
<b>“Average Shared Ownership Housing Value”</b>	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.												
<b>“Average Open Market Housing Value”</b>	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												

<p><b>“Blue Badge”</b></p>	<p>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)</p>
<p><b>“Borough”</b></p>	<p>means the administrative area of the London Borough of Richmond upon Thames</p>
<p><b>“Build Costs”</b></p>	<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"> <li>(a) details of payments made or agreed to be paid in the relevant building contract;</li> <li>(b) receipted invoices;</li> <li>(c) costs certified by the Owner’s quantity surveyor, costs consultant or agent</li> </ul> <p>but excluding:</p> <ul style="list-style-type: none"> <li>(i) professional, finance legal and marketing costs;</li> <li>(ii) all the Owner’s internal costs including (but not limited to) project management costs, overheads and administrative expenses; and</li> <li>(iii) any costs arising from Fraudulent Transactions</li> </ul>
<p><b>“Building Standards”</b></p>	<p>A standard to fully comply with the following:  “Technical housing standards Nationally described space standards published by the Department for Communities and Local Government in March 2015”</p>
<p><b>“Carbon Off-Set Contribution Repayment Cap”</b></p>	<p>means the sum of fifty four thousand nine hundred and sixteen pounds (£54,916)</p>

<b>“Car Club”</b>	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
<b>“Car Club Bay Provision”</b>	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
<b>“Car Club Membership”</b>	means membership of the Car Club free of any membership fee and cost to the Occupier of the Residential Unit
<b>“Car Club Operator”</b>	means an operator of a Car Club which is accredited by Carplus or otherwise approved by the Council in writing
<b>“Carbon Emissions Offset Contribution Formula”</b>	<p>means <math>A = (T \times Y \times Z) - U</math>  where:</p> <ul style="list-style-type: none"> <li>• A is the Second Carbon Off-Set Contribution</li> <li>• 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</li> <li>• Y is the number of years for which the contribution is payable, being thirty (30) years</li> <li>• 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</li> <li>• U is the First Carbon Off-Set Contribution</li> </ul>
<b>“Certificate of Practical Completion”</b>	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

<b>“Commencement of Development”</b>	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 <b>“Commence”</b> <b>“Commence the Development”</b> and <b>“Commenced”</b> shall be construed accordingly)
<b>“Construction Phase”</b>	means the period from Commencement of Development to Practical Completion of the Development
<b>“Component”</b>	means a part of the Development including but not limited to the following:  (a) Open Market Units;  (b) Affordable Housing Units;  (c) any other floorspace;  (d) property; and  (e) land  and the expression <b>“Components”</b> shall be construed accordingly.
<b>“CPZ”</b>	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



	<p>order made pursuant to the Road Traffic Regulations Act 1974 or some other Act of authority</p>
<p><b>"Deficit"</b></p>	<p>means £3,937,191 as per the Viability Appraisal</p>
<p><b>"Development"</b></p>	<p>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.</p>
<p><b>"Disposal"</b></p>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the Sale of a Component or Components of the Development; or</li> <li>(b) the grant of a lease of a term of less than 125 years of a Component of the Development; or</li> <li>(c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development</li> </ul> <p>but excluding Fraudulent Transactions and <b>"Dispose"</b> and <b>"Disposed"</b> shall be construed accordingly</p>

<b>“Early Stage Review”</b>	means an assessment of the Early Stage Review Development Viability Information pursuant to the provisions of Part 2 of Schedule 4
<b>“Early Stage Review Costs”</b>	means the sum of:  (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
<b>“Early Stage Review Date”</b>	means the date of submission of the Early Stage Review Development Viability Information pursuant to paragraph 5 of Schedule 4 to this Deed
<b>“Early Stage Review Development Viability Information”</b>	means the information required by Formula 1b and Formula 2 being:  (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;
<b>“Early Stage Review GDV”</b>	means the sum of:  (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.
<b>“EDOT”</b>	means the Council's Economic Development Office Team responsible for securing and enhancing work opportunities for Local Residents

<b>“Eligible Purchaser”</b>	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).
<b>“Employment and Skills Plan”</b>	means a scheme to be submitted by the Owner to the Council that: <ul style="list-style-type: none"> <li>(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> <li>(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</li> </ul>
<b>“Exclusivity Period”</b>	means the 12-month period following Commencement of Development
<b>“External Consultant”</b>	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
<b>“First Carbon Off-Set Contribution”</b>	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.
<b>“First Occupation”</b>	means the first Occupation of a Residential Unit permitted by the Planning Permission and references to <b>"First Occupy"</b> and <b>"First Occupied"</b> shall be construed accordingly.
<b>“Formula 1b”</b>	means the formula identified as “Formula 1b” within the annex to Schedule 4

<b>“Formula 2”</b>	means the formula identified as “Formula 2” within the annex to Schedule 4
<b>“Formula 3”</b>	means the formula identified as “Formula 3” within the annex to Schedule 4
<b>“Formula 4”</b>	means the formula identified as “Formula 4” within the annex to Schedule 4
<b>“Fraudulent Transactions”</b>	means: <ul style="list-style-type: none"> <li>(a) transactions the purpose or effect of which is to: <ul style="list-style-type: none"> <li>(i) artificially reduce the Early Stage Review GDV or the Late Stage Review Estimated GDV; and/or</li> <li>(ii) artificially increase the Early Stage Review Build Costs or the Late Stage Review Estimated Build Costs; or</li> </ul> </li> <li>(b) a disposal that is not an arm’s length third party bona fide transaction.</li> </ul>
<b>“GDV”</b>	means Gross Development Value as defined in RICS Professional Standard of Development Property, October 2019
<b>“GIA”</b>	means the Gross Internal Area calculated in accordance with the RICS Code of measuring practice 6th edition, May 2015
<b>“Habitable Room”</b>	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

<p><b>“HDM”</b></p>	<p>means <b>the Head of Development Management</b> being the person the Council shall appoint for the time being (and from time to time) as Head of Department responsible for planning services</p>
<p><b>“Highways Agreement”</b></p>	<p>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;</p> <ol style="list-style-type: none"><li data-bbox="683 645 1465 734">1. grant to the Owner a licence to enter upon the highway to carry out the Highway Works;</li><li data-bbox="683 801 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><li data-bbox="683 1160 1465 1594">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><li data-bbox="683 1662 1465 2096">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</li></ol>

	<p>security upon the issue of the said certificate of final completion;</p> <ol style="list-style-type: none"><li>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;</li><li>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</li><li>7. make provision for the Owner to pay to the Council the Council's reasonable legal costs of preparing negotiating and completing such agreement;</li></ol> <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>
<p><b>"Highway Works"</b></p>	<p>means the following works as set out on the Highway Works Plan:</p> <ul style="list-style-type: none"><li>• The repositioning of the existing vehicle crossover on Edwin Road and reinstatement of the footway;</li><li>• The provision of a raised crossing including tactile paving over the vehicle crossovers on Edwin Road and Gould Road;</li><li>• Introduction of a Car Club Bay on Edwin Road and adjustment to the road markings and TMO to suit; and</li><li>• Resurfacing the footway fronting the site on Edwin Road.</li></ul>
<p><b>"Highway Works Plan"</b></p>	<p>means drawing number 3760-1180-HW-0001 Rev A annexed hereto</p>

<b>“Household”</b>	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
<b>“Household Income”</b>	either: <ul style="list-style-type: none"> <li>(i) in relation to a single Eligible Purchaser the gross annual income of that Eligible Purchaser’s Household or;</li> <li>(ii) in relation to joint Eligible Purchasers the combined gross annual income of those Eligible Purchasers’ Households.</li> </ul>
<b>“Index”</b>	means the BCIS All in Tender Price Index
<b>“Index Linked”</b>	means the recalculation (by way of an increase only) of the contributions by applying the following formula: <p style="text-align: center;">D = A x C/B where:</p> <p>A = the contribution or part thereof specified in this Deed in pounds sterling;</p> <p>B = the Index figure last published before the date of this Deed being 461;</p> <p>C = the Index figure last published before the date that A is payable; and</p> <p>D = the quantum of money expressed in pounds sterling required to be paid to the Council instead of the value of A</p> <p>PROVIDED THAT if the Index ceases to be compiled and published the said formula shall be applied mutatis mutandis</p>

	(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
<b>“Interest”</b>	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.
<b>“Intermediate Housing Policy Statement”</b>	means the Council’s Intermediate Housing Policy Statement dated 7 June 2022
<b>“Land”</b>	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
<b>“Late Stage Review”</b>	means an assessment of the Late Stage Review Development Viability Information pursuant to Part 3 of Schedule 4
<b>“Late Stage Review Actual Costs”</b>	means the Build Costs actually incurred at the Late Stage Review Date
<b>“Late Stage Review Actual GDV”</b>	means the sum of: <ul style="list-style-type: none"> <li>(a) all gross receipts from any Sale of a Component of the Development at the Late Stage Review Date with detailed supporting evidence;</li> <li>(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;</li> <li>(c) all Public Subsidy; and</li> </ul>



	(d) any Development related income from other sources
<b>“Late Stage Review Affordable Housing Contribution”</b>	means a financial sum calculated using Formula 3 not exceeding the Late Stage Review Affordable Housing Contribution Cap
<b>“Late Stage Review Affordable Housing Contribution Cap”</b>	means a cap on the Late Stage Review Affordable Housing Contribution determined in accordance with Formula 4
<b>“Late Stage Review Date”</b>	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
<b>“Late Stage Review Development Information”</b>	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
<b>“Late Stage Review Estimated Build Costs”</b>	means the estimated Build Costs of all remaining Components of the Development that are yet to be incurred at the Late Stage Review Date
<b>“Late Stage Review Estimated GDV”</b>	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
<b>“Local Employment Agreement”</b>	<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"> <li>- to adhere to the Local Employment Agreement Objectives</li> <li>- to provide training and work opportunities for Local Residents during the construction phase of the Development;</li> </ul>

<p><b>“Local Employment Agreement Objectives”</b></p>	<p>means objectives to</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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</li> <li>(iii) use reasonable endeavours to meet the Local Employment Target</li> </ul>
<p><b>“Local Employment Target”</b></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><b>“Local Employment Shortfall Contribution”</b></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"> <li>A is the Local Employment Shortfall Contribution</li> <li>B is the Local Employment Target</li> <li>C is the number of Local Residents placed in Sustained Construction Employment during the Construction Phase</li> <li>D is £3,025.00</li> </ul>
<p><b>“Local Plan”</b></p>	<p>means the planning policies of the Richmond upon Thames adopted Local Plan 2018</p>

<b>“Local Residents”</b>	means residents of the Borough and its environs
<b>“London Plan Annual Monitoring Report”</b>	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.
<b>“Market Value”</b>	<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"> <li>(a) a willing seller and a willing buyer;</li> <li>(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);</li> <li>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and</li> <li>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion</li> </ul>
<b>“Motor Vehicle”</b>	means any mechanically propelled vehicles intended or adapted for use on a road and / or highway and the term <b>“Motor Vehicles”</b> shall be construed accordingly
<b>“Monitoring Fee”</b>	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
<b>“NHS Contribution Fee”</b>	means the sum of one hundred and fourteen thousand four hundred pounds (£114,400)

<b>“GIA”</b>	means the gross internal area calculated in accordance with the RICS Code of measuring practice 6th edition, May 2015
<b>“Nomination Agreement”</b>	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
<b>“Occupy”</b>	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 <b>“Occupies”</b> <b>“Occupiers”</b> <b>“Occupied”</b> and <b>“Occupation”</b> shall be construed accordingly)
<b>“Occupational Therapist”</b>	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;
<b>“Office Space”</b>	the business space intended to be used for purposes within Class E of the Use Classes Order
<b>“Open Market Units”</b>	means those Residential Units to be constructed on the Land for sale or rent on the open market other than the Affordable Housing Units
<b>“Open Space Contribution”</b>	means the sum of twenty seven thousand nine hundred and twenty pounds (£27,920)
<b>“Parking Permit”</b>	means a parking permit issued by the Council (whether for residential or visitor use or for business use) for a Permit Parking Bay

<b>“Permissive Path Purpose”</b>	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
<b>“Permit Parking Bay”</b>	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)
<b>“Plan 1”</b>	means drawing number GBT-ASA-ZZ-ZZ-DR-A-0110 R1 marked “Plan 1 - Site Plan” annexed hereto
<b>“Plan 2”</b>	means drawing number GBT-ASA-ZZ-05-DR-A-0210 R2 marked “Plan 2 - Riverside Walkway Extent” annexed hereto
<b>“Plan 3”</b>	means drawing number BBT-ASA-ZZ-05-DR-A-0211 R1 marked “Plan 3 - Car Club Bay” annexed hereto
<b>“Plan 4”</b>	means drawing number GBT-ASA-ZZ-ZZ-DR-A-0212 R1 marked “Plan 4 – M4(3) Units” annexed hereto
<b>“Plan 5”</b>	means drawing number GBT-ASA-ZZ-ZZ-DR-A-0213 R2 marked “Plan 5 – Affordable Tenure Location Plans” annexed hereto
<b>“Planning Permission”</b>	means planning permission that may be granted by the Council or the Planning Inspectorate pursuant to the Application whether on appeal or otherwise
<b>“Playspace Contribution”</b>	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.

<b>“Playspace Maintenance Contribution”</b>	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
<b>“Practical Completion”</b>	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 <b>Practically Completed, Complete, Completed and Completion</b> shall be construed accordingly
<b>“Public Subsidy”</b>	means funding from the Council and/or the GLA secured by the Owner to support the delivery of the Development
<b>“Qualifying Occupier”</b>	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 <b>“Qualifying Occupiers”</b> shall be construed accordingly
<b>“Regulator of Social Housing”</b>	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
<b>“Rent Standard”</b>	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

<b>“Residents Season Ticket”</b>	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
<b>“Residential Units”</b>	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
<b>“Review Date”</b>	means the Early Stage Review Date or the Late Stage Review Date (as the context denotes)
<b>“River Crane Glazing Works Plan”</b>	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
<b>“River Restoration Contribution”</b>	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.
<b>“RTA Purchaser”</b>	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
<b>“Sale”</b>	means a freehold transfer or the grant of a lease for a term of 125 years or more

<b>“Scheme Target Return”</b>	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
<b>“Scheme Target Return Late Stage Review”</b>	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
<b>“Section 73 Consent”</b>	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
<b>“Second Carbon Off-Set Contribution”</b>	means the sum may become payable pursuant to paragraph 4 Schedule 5 of this Deed
<b>“Service Charges”</b>	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)
<b>“Shared Ownership Housing”</b>	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
<b>“Shared Ownership Lease”</b>	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)



<b>“Shared Ownership Terms”</b>	means: <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>
<b>“Shared Ownership Housing Units”</b>	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
<b>“Social Rent Housing”</b>	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.
<b>“Social Rent Housing Units”</b>	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;

<b>“Staircasing”</b>	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 " <b>Staircased</b> " shall be construed accordingly
<b>“Substantial Implementation”</b>	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
<b>“Substantial Implementation Target Date”</b>	means the date 24 months from but excluding the date of grant of the Planning Permission
<b>“Target Rents”</b>	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.
<b>“Transfer”</b>	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 <b>Transferred</b> shall be construed accordingly
<b>“Units”</b>	means the Office Space and the Residential Units together
<b>“Use Classes Order”</b>	means the Town and Country Planning (Use Classes) Order 1987 (as amended)
<b>“Viability Appraisal”</b>	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.
<b>“Viability Appraisal Build Costs”</b>	means the sum of £26,960,800 being the estimated build costs of as determined by the Viability Assessment
<b>“Viability Appraisal GDV”</b>	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"> <li>i) agreed assumptions; and</li> <li>ii) Interest</li> </ul>
<b>“Wheelchair User Units”</b>	means <ul style="list-style-type: none"> <li>- Nine (9) Social Rent Units to be constructed to Building Regulation requirements M4(3)(2)(b); and</li> <li>- Four (4) Shared Ownership Units to be constructed to Building Regulation requirements M4(3)(2)(a)</li> </ul> as identified in Plan 4;
<b>“Wheelchair User Units Marketing Strategy”</b>	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
<b>“Working Day”</b>	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
<b>“Workspace Management Plan”</b>	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"><li>i) How the Affordable Workspace shall be made available at the Affordable Tenancy Rate</li><li>ii) How the Affordable Workspace shall be managed as part of the Development</li></ul>
--	---

#### 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**

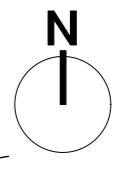
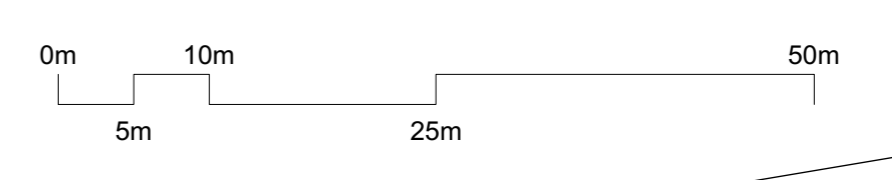
25.1 This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all of the counterparts shall together constitute one and the same agreement.

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







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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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	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 1  
Site Plan

Scale @ A1 size

Date

1:500

02/01/24

Drawing N°

GBT-ASA-ZZ-ZZ-DR-A-0110

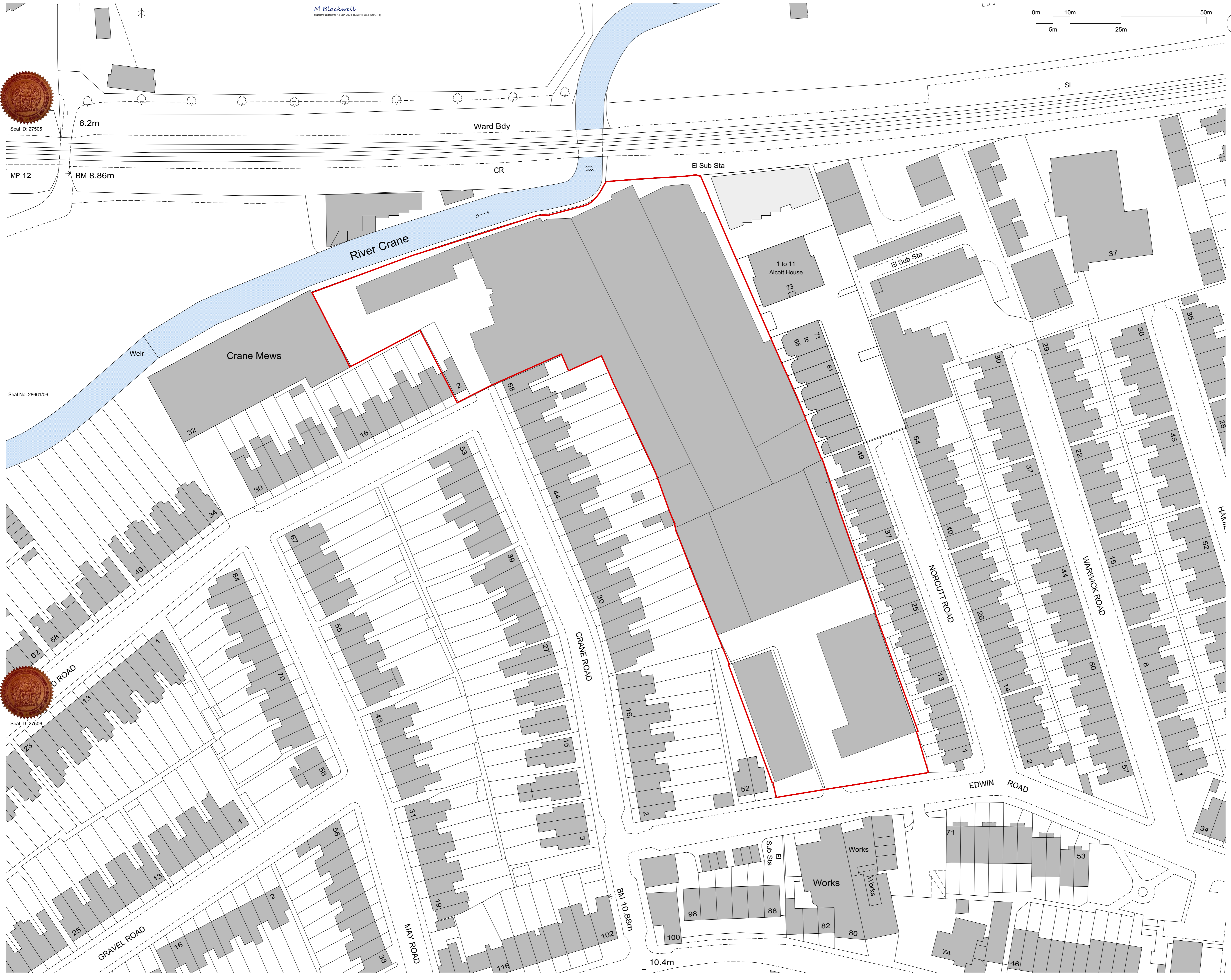
Status & Revision

R1



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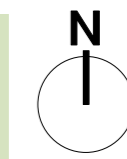
MP 12

Seal No. 28661/06



Seal ID: 27506





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Drawing notes

Seal No. 28661/06



Electronic file reference

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

**Key**

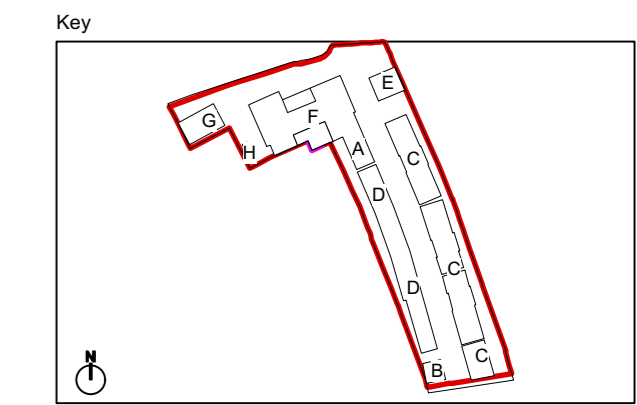
- Riverside walkway extent
- Riverside landscaping extent
- A Public access point from Gould Road
- B Public access point from Edwin Road

**Purpose of information**

The purpose of the information on this drawing is for:

Planning	<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 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**

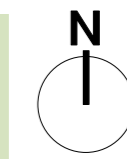
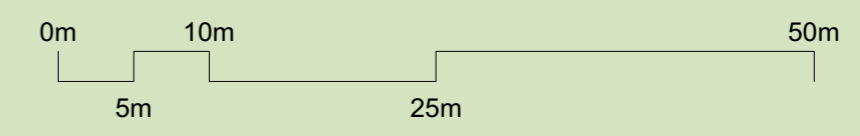


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**General notes**

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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

Seal No.28661/06



**Electronic file reference**

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

**Key**

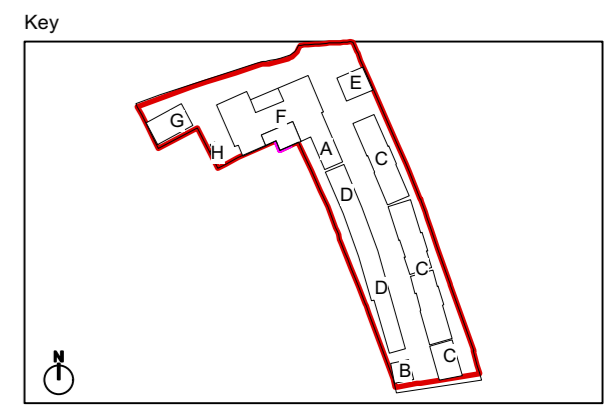
Proposed car club space location on Edwin Road

**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  
**1:500**

Date  
**02/01/24**

Drawing N°  
**GBT-ASA-ZZ-05-DR-A-0211**

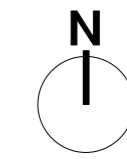
Status & Revision  
**R1**











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**Drawing notes**

Electronic file reference

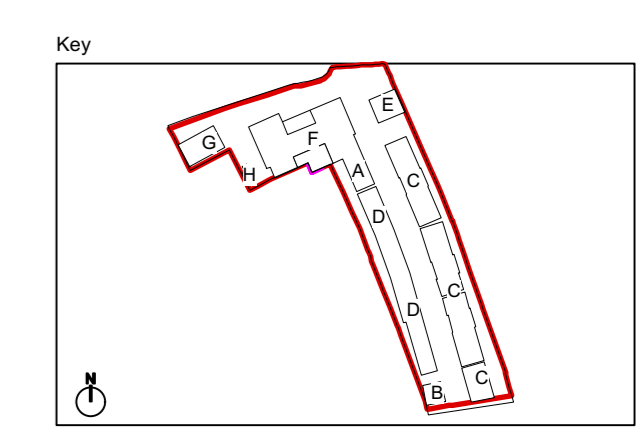
Status	R	Revision	Date	DRN	CHK	CDM
2	S106		01/05/24	AC	ES	

**Key**

	Affordable Shared Ownership
	Social Rental
	Private For Sale

**Purpose of information**

The purpose of the information on this drawing is for:	Planning	<input checked="" type="checkbox"/>
	Information	<input type="checkbox"/>
	Comment	<input type="checkbox"/>
All information on this drawing is not for construction unless it is marked for construction.	Client approval	<input type="checkbox"/>
	Construction	<input type="checkbox"/>



**Client**

**London Square**

**Project title**

**Greggs Bakery Site Twickenham**

**Drawing title**

**Plan 5 Affordable tenure location plans**

Scale @ A1 size      Date

**1:1000**      **11/01/24**

Drawing N°

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

Status & Revision

**R2**



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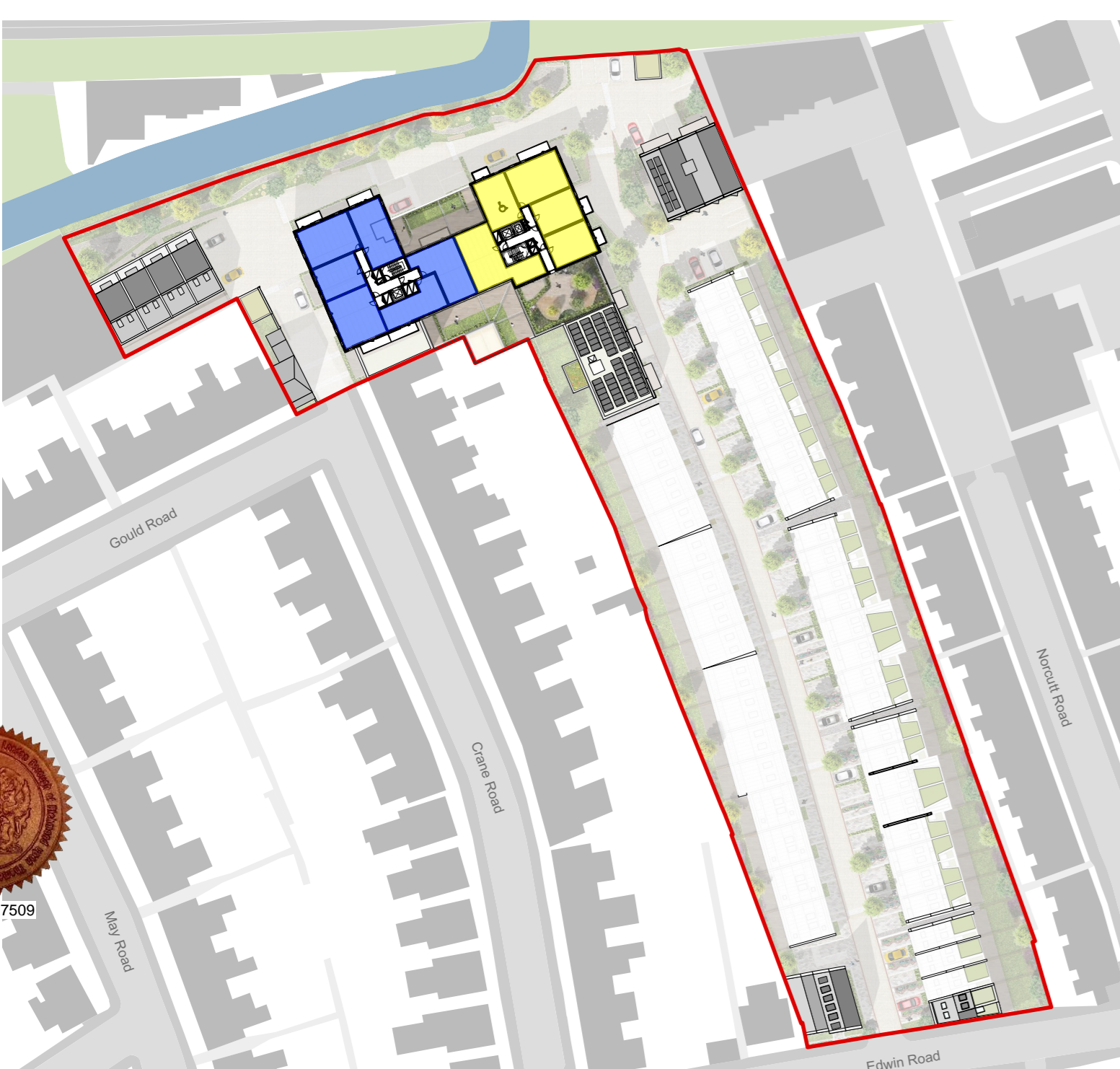
Ground floor plan



First floor plan



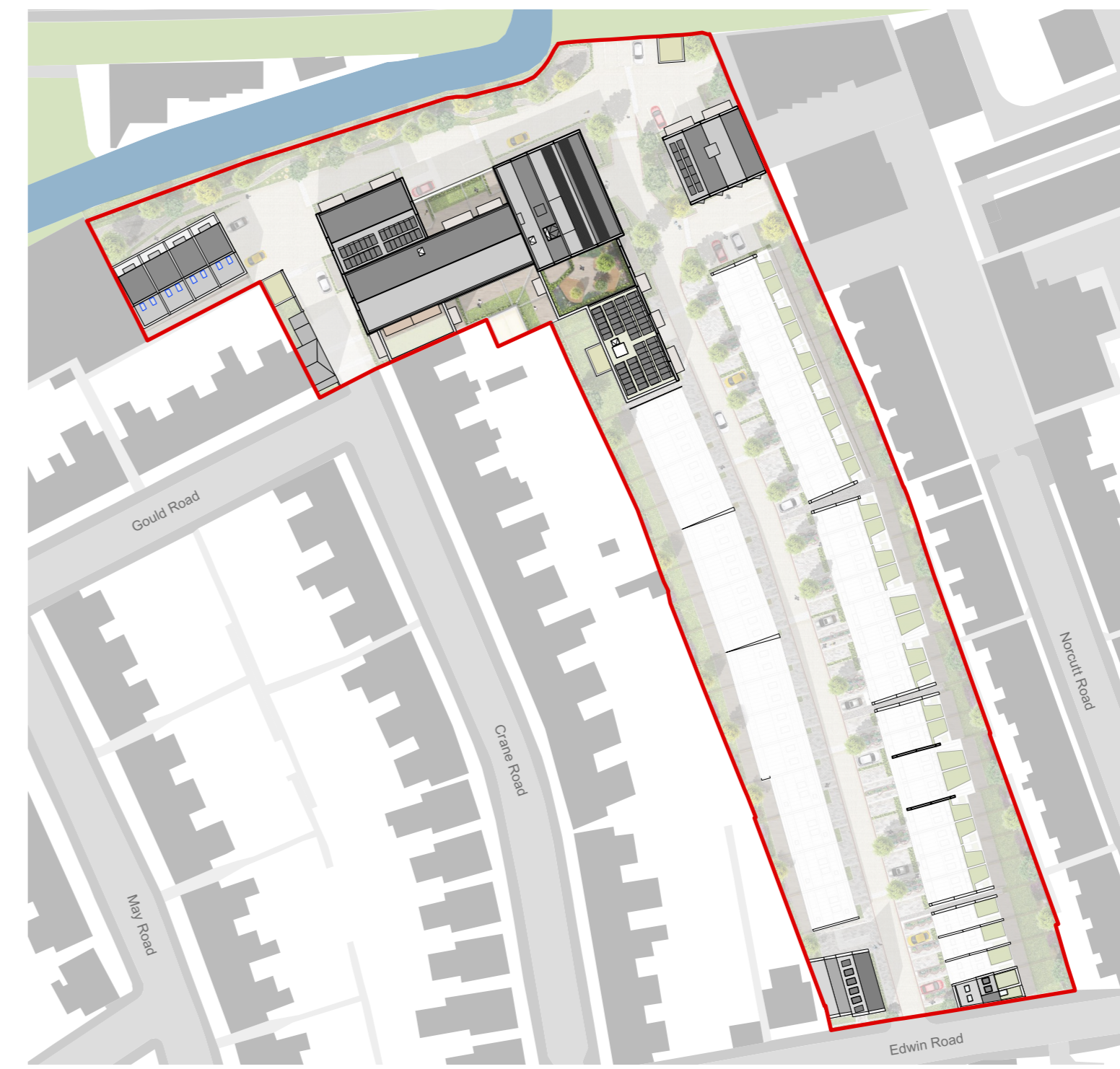
Second floor plan



Third floor plan



Fourth floor plan



Roof plan



M Blackwell  
Matthew Blackwell 13 Jun 2024 16:58:46 BST (UTC +1)





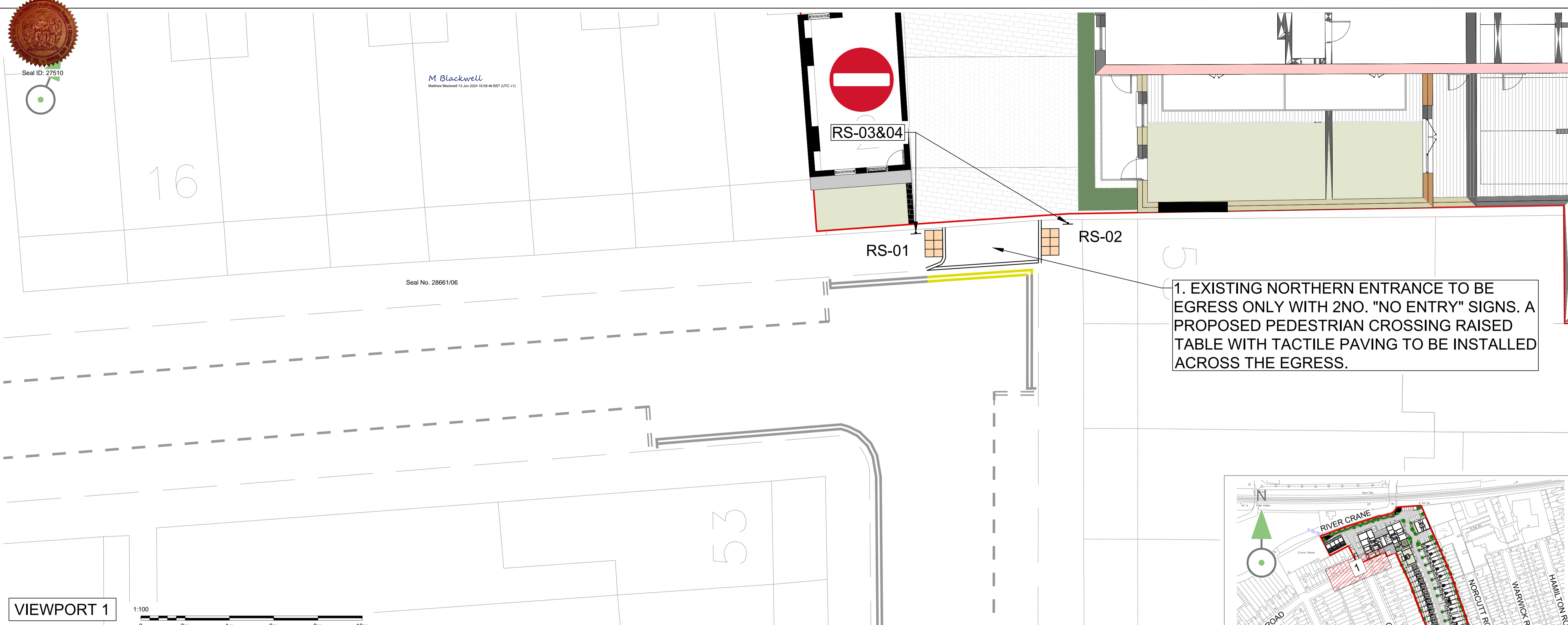
Seal ID: 27510

M. Blackwell  
Matthew Blackwell 13 Jun 2024 16:56:46 BST (UTC +1)

Seal No. 28661/06

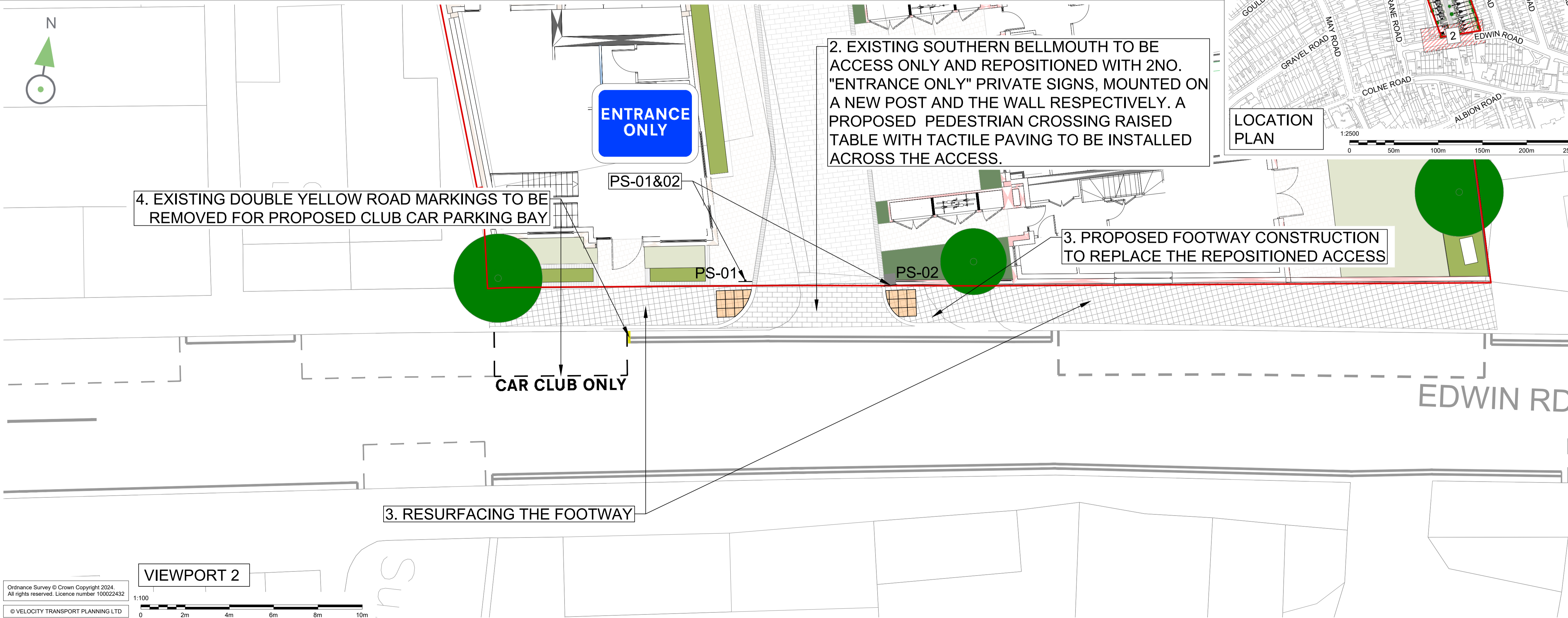
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- THIS DRAWING IS TO BE PRINTED IN COLOUR.
- THIS DRAWING HAS BEEN ISSUED FOR INFORMATION PURPOSES AND MUST NOT BE USED FOR CONSTRUCTION.
- THIS DRAWING IS BASED ON ASSAEL ARCHITECTURE LIMITED DRAWING NUMBER GBT-ASA-ZZ-00-DR-L-0100-R8.



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 1



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.

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

3. PROPOSED FOOTWAY CONSTRUCTION TO REPLACE THE REPOSITIONED ACCESS

3. RESURFACING THE FOOTWAY

VIEWPORT 2



LOCATION PLAN

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

<b>VELOCITY</b>					
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	Drawing Number				Rev
3760/1180	3760-1180-HW-0001				B