

**THIS UNILATERAL UNDERTAKING** is made as a Deed the [ ] day of [ ] two thousand and twenty four

**BY**

(1) ("the Owner") Atlas Commercial Property Investments Ltd, Riding Court House, Riding Court Road, Datchet, Berkshire, SL3 9JT

**IN FAVOUR OF**

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

**Comment [CL 1]:** There is no mortgage on the property

**INTERPRETATION**

IN this Deed the following words and expressions shall have the following meanings:-

"1974 Act"	the Greater London Council (General Powers) Act 1974
"1972 Act"	the Local Government Act 1972
"1990 Act"	the Town & Country Planning Act 1990
"2011 Act"	the Localism Act 2011
"Accredited Car Club Provider"	an organisation accredited in the United Kingdom by Car Plus which provides cars for use by members of a Car Club in consideration of payment therefor
"Car Club"	a local club operated and managed by an Accredited Car Club Provider in which members can book cars owned by the Accredited Car Club Provider and parked in specifically reserved car club spaces and use them for the period of the booking
"Car Plus"	the national charity promoting responsible car use and which operates an accreditation scheme for Car Clubs

"the Development"	the development described in the Planning Permission
"the HDM"	the Council's Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function
"Implementation"	<p>the carrying out of a material operation as defined by Section 56(4) of the Act in relation to the Development but shall not include the following:</p> <ul style="list-style-type: none"><li>(i) ground investigatory site survey work</li><li>(ii) construction of boundary fencing</li><li>(iii) archaeological investigation</li><li>(iv) works of decontamination or remediation</li></ul>
"Implementation Date"	the date on which Implementation occurs
"Local Plan"	the Council's Local Plan made pursuant to Part 2 of the Planning and Compulsory Purchase Act 2004
"Monitoring Fee"	the sum of xxx (£xx) as calculated in accordance with the formula in Appendix 3 to the Council's Planning Obligations Supplementary Planning Document or any Supplementary Planning Document replacing the same
"	
"Occupation"	the full and beneficial occupation of the Residential Unit(s) (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or security purposes) and "Occupied" and "Occupy" shall be construed accordingly
"Occupation Date"	first Occupation of the first Residential Unit to be constructed for residential purposes within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended) which

Comment [CL 2]: To be completed by Council

Comment [CL 3]: No mortgage on the land

	constitutes Material Operation under section 56(4) (e) of the 1990 Act
"the Planning Application"	the application made by the Owner under reference number 22/1278/GPD26 dated 12 April 2022
"the Planning Permission"	a planning permission that may be granted by the Council pursuant to the Planning Application
"the Property"	land and buildings situate at 67-71 High Street, Hampton Hill, TW12 1NH delineated in red on the plan attached hereto
"Residential Unit(s)"	the residential unit(s) designated for C3 use as defined within the Use Classes Order to be constructed pursuant to the Development together with any amenity space or any right to use the same (whether common or not with others therewith) and the term "Residential Unit" shall be construed accordingly
"Use Classes Order"	the Town and Country Planning (Use Classes) Order 1987 (as amended)

**WHEREAS:**

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106(a) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (2) The Owner is registered at the Land Registry with absolute title under title number xxx as the proprietor of the freehold interest in the Property
- (4) Policy LP45 of the Local Plan provides inter alia that the Council will require new development to make provision for the accommodation of vehicles in order to provide for the needs of the development while minimising the impact of car based travel and encourage new car club provision and membership to car clubs
- (5) The Owner has submitted the Planning Application to the Council and has entered into this Deed in order to secure the planning obligations contained in it in accordance with the Local Plan so that it may be taken into account as a material consideration in the determination of the Planning Application by the Council.

Comment [CL 4]: No mortgage on the land

**NOW THIS DEED WITNESSETH** as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions

2. THE Owner hereby UNDERTAKES to the Council:-

(a) to provide seven (7) days prior written notice to the HDM:

(i) of the intended Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same

(ii) of the Occupation Date

(b) For the avoidance of doubt the Owner agrees that if Implementation occurs and the notice required in paragraph 2(a)(i) has not been given then the failure to give notice shall not affect the liability of the Owner to comply with the planning obligations in this Deed

(c) to pay to the Council its reasonable and proper legal costs in the sum of six hundred pounds (£600) for reviewing and approving this Deed and the Monitoring Fee

(d) Prior to the Occupation Date:

(i) to submit to the HDM details of the name of and correspondence with the Accredited Car Club Provider indicating the intention of the Owner to establish that any Occupier within the Residential Unit(s) shall have membership of a Car Club including a proposed establishment date for his approval and not to occupy the Development unless and until the Accredited Car Club Provider for the Development has been approved by the HDM (such approval not to be unreasonably withheld or delayed) and

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

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

4. IT IS HEREBY AGREED and DECLARED:-

*Miscellaneous agreements and declarations*

(a) Nothing contained in this Deed constitutes planning permission

(b) Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed

(c) If any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible

Comment [CL 5]: No mortgage on the land

(d) Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa

(e) A reference to a clause is a reference to a clause contained in this Deed

(f) The expressions "the Council" and "the Owner" shall include their respective successors in title and assignees

*Local land charge provisions*

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

*Reference to statutes and statutory instruments*

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

*Variations*

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

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

*English law applicable*

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

*Effect of revocation of planning permission*

(l) This Deed is given by the Owner on the condition that in the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure or quashed as a result of legal action without the consent of the Owner or their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely and in that event any moneys that have been paid by the Owner pursuant to the obligations contained within this Deed shall be repaid to the Owner by the Council forthwith together with interest at the Base Rate of Barclays Bank plc from the date such sums were received by the Council until the date of repayment

*Waivers not to be of a continuing nature*

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

*Liability of subsequent Owner and release of former Owner*

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

*Contracts (Rights of Third Parties) Act 1999*

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

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

**SIGNED AND DELIVERED** as a deed by )  
[add name] )  
in the presence of : )  
)

Executed as a deed on behalf of )  
[add name] )  
acting by )

Duly authorised signatory

**Dated** \_\_\_\_\_ **2024**

Atlas Commercial Property Investments Ltd

**-to-**

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

---

**DEED OF UNILATERAL UNDERTAKING  
made under Section 106 of the  
Town & Country Planning Act 1990  
relating to 67-71 High Street, Hampton Hill, TW12  
1NH**

---

**Ref: Car Club UU**