

DATED 20th March 2024

MARKET HARBOROUGH (VALLEY WAY) ESTATES LIMITED
to
THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND

UNILATERAL UNDERTAKING

pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and Section 16 of the Greater London (General Powers) Act 1974
relating to land at First Floor 55 - 61 Heath Road Twickenham TW1 4AW

John Scarborough
Managing Director
South London Legal Partnership
Gifford House
67c St Helier Avenue
Morden, SM4 6HY
DX 161030 Morden-3

THIS UNILATERAL UNDERTAKING is made as a DEED the 20 day of March 2024
BY

1.1 MARKET HARBOROUGH (VALLEY WAY) ESTATES LIMITED (company registration number 01117121) whose registered office is situated at The Gatehouse Welland Business Park, Valley Way, Market Harborough, United Kingdom, LE16 7PS (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")

(and together called "the Parties")

2. DEFINITIONS

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

"1974 Act"	means the Greater London (General Powers) Act 1974
"Act"	means the Town and Country Planning Act 1990 (as amended)
"Application"	means the prior approval application submitted to the Council (and allocated reference number 21/1087/GPD15) for the change of use of the existing office use (Class E of the Use Classes Order) on first floor to provide 3 x 1 bedroom units and a 1 x 2 bedroom unit (Class C3 of the Use Classes Order)
"Commencement of Development"	means the carrying out of a material operation as defined by Section 56(4) of the Act in relation to the Development and "Commence the Development" shall be construed accordingly
"Commencement Date"	means the date on which Commencement of Development occurs
"CPZ"	means the controlled parking zone D – Central Twickenham any controlled parking zone amending or replacing the same
"Development"	means the permitted development rights as described in the Application pursuant to the GPDO

“Disabled Persons Badge”	means a disabled person’s badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person’s Act 1970 (or such other legislation as may supersede it and provide for the issue of disabled persons parking badges/permits)
“GPDO”	means The Town and Country Planning (General Permitted Development) Order 2015, Schedule 2, Part 3, Class O
“HDM”	means the person the Council shall appoint as Head of Development Management responsible for planning services for the time being
“Local Plan”	means the London Borough of Richmond upon Thames Adopted Local Plan (2018)
“Land”	means land and property known as First Floor 55 - 61 Heath Road Twickenham TW1 4AW and recorded at HM Land Registry under title number MX299738 and shown edged red on the Plan
“Monitoring Fee”	means the sum of five hundred and forty eight pounds (£548) being the Council’s proper and reasonable costs for monitoring the planning obligations in this Deed
“Motor Vehicle”	means any mechanically propelled vehicles intended or adapted for use on a road and / or highway
“Occupy”	means beneficially occupy but not including occupation by persons engaged in construction fitting out or decoration or occupation as a showroom or sales office for advertising marketing or display purposes or occupation in relation to site security and management of the Land (and “Occupied” “Occupies” and “Occupation” shall be construed accordingly)
“Permit Parking Bay”	means a parking space designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1986 the Parking Act 1989 or the Road Traffic Act 1991 (or other relevant legislation)
“Parking Permit”	means a parking permit (whether for commercial, residential or visitor use) allowing for Motor Vehicle to park in a Permit Parking Bay
“Plan”	means the plan identifying the Land attached hereto

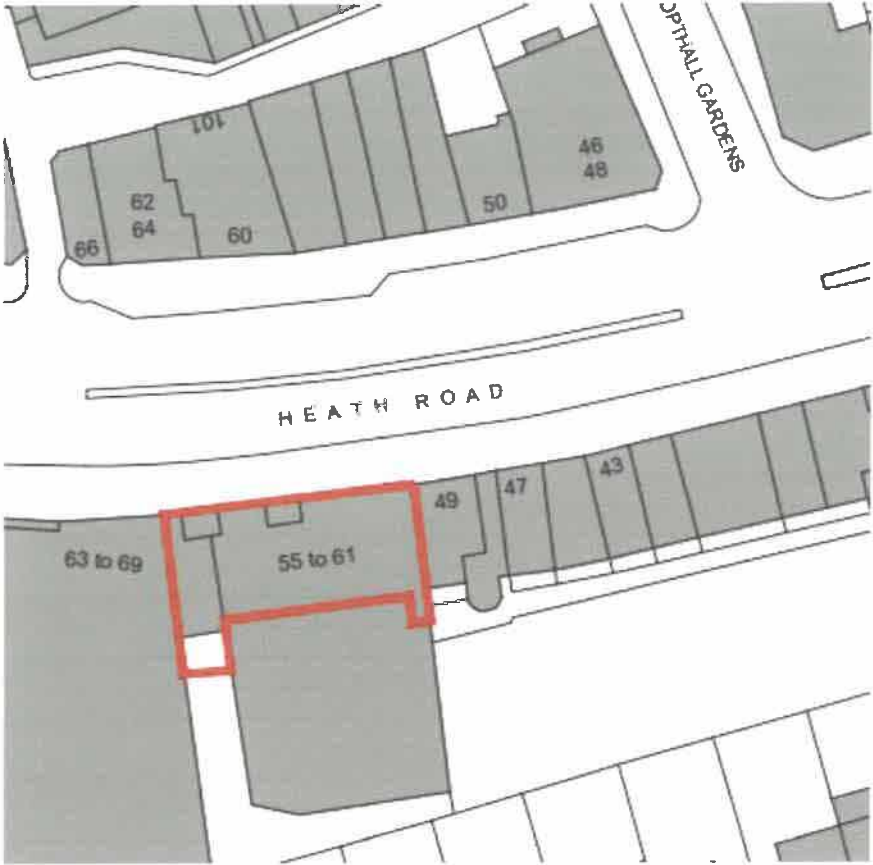
“Prior Approval”	means prior approval granted by the Council on 19 May 2021 pursuant to the Application
“Occupier”	means any person that Occupies a Residential Unit by virtue of their being a tenant, individual or commercial occupier or leasehold or freehold owner of the Residential Unit
“Residential Units”	means the two (2) residential units 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
“Season Ticket”	means a parking ticket issued to residents / business operators 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; (b) car park season tickets issued to businesses
“Undertakes”	means undertakes pursuant to section 16 of the Greater London Council (General Powers) Act 1974 and section 106 of the Act and “Undertakings” shall be construed accordingly
“Use Classes Order”	means the Town and Country Planning (Use Classes) Order 1987 (as amended)

3. INTERPRETATION

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

- 3.1 Reference to the masculine feminine and neuter genders shall include other genders
- 3.2 Reference to the singular includes the plural and vice versa unless the contrary intention is expressed
- 3.3 Reference to natural persons includes corporations and vice versa

Plan



- 3.4 Headings in this Deed are for reference purposes only and shall not be taken into account in its construction or interpretation
- 3.5 The expression "Owner" shall include successors in title and assigns and the expression "Council" shall include a successor to its statutory functions
- 3.6 A reference to a clause paragraph or schedule is (unless the context otherwise requires) a reference to a clause paragraph or schedule of this Undertaking
- 3.7 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
- 3.8 Where in this Deed a party includes more than one person any obligation of that party shall be joint and several
- 3.9 Any reference in this Deed to a statute or to a section of a statute includes any statutory re-enactment or modification of it and any reference to a statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force

4. **RECITALS**

- 4.1 The Council is the local planning authority for the purposes of the Act for the Land
- 4.2 The Owner is the registered proprietor (with title absolute) of the freehold interest in the Land
- 4.3 Condition DV43C Parking Permits Restriction - GRAMPIAN attached to the Prior Approval provides that before the development hereby permitted begins a scheme shall be agreed in writing with the local planning authority and be put in place to ensure that, with the exception of disabled persons, no resident/commercial occupier of the development shall obtain a resident/commercial parking permit within any controlled parking zone which may be in force in the area at any time, nor a season ticket/enter into a contract to park in any car park controlled by the Council
- 4.4 LP44 and LP45 of the Local Plan provide that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to

it and new development should be acceptable in terms of traffic generation and traffic impact in the road

- 4.5 The Owner has entered into this Deed in order to satisfy the requirements of the Condition DV43C attached to the Prior Approval

5 STATUTORY AUTHORITY AND LEGAL EFFECT

- 5.1 The Deed is made pursuant to section 106 of the Act, section 16 of the 1974 Act and all other enabling powers and enactments which may be relevant for the purposes of giving validity to this Agreement.
- 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 Subject to the following provisions of this clause 5 the Owner undertakes to the Council that the provisions of this Deed shall be enforceable without limit of time against the Owner and its successors in title and assigns (including any person deriving title through or under it) to the Land or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person
- 5.4 No person shall be bound by any obligations rights and duties contained in this Agreement and/or be liable for any breach of a covenant and/or obligation contained in this Deed after they shall have parted with all interest in the Land Provided That they shall remain liable for any subsisting breach of covenant which shall have arisen prior to them parting with their interest
- 5.5 No statutory undertaker shall be bound by any obligations rights and duties contained in this Deed and/or be liable for any breach of covenant contained in this Deed in respect of any part of the Land used only as an electricity substation gas governor station or pumping station
- 5.6 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a Prior Approval (other than the Prior Approval) granted (whether or not on appeal) after the date of this Deed.

5.7 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 function as a local authority

5.8 Where the approval, satisfaction, agreement, confirmation or consent of the Council or any officer 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 be given in writing and shall not be unreasonably withheld or delayed.

6 CONDITION PRECEDENT

This Deed shall come into effect on the date hereof Provided Always That the provisions of clause 7 and the Schedule to this Deed (other than paragraph 1.2 thereof) are conditional upon the occurrence of the Commencement of Development.

7 PLANNING OBLIGATIONS

The Owner undertakes to the Council and agrees and declares in respect of the Land as set out in the Schedule

8. INVALIDITY

It is agreed and declared that 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.

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing contained in this Deed shall give or be construed as giving any rights privileges powers or enforceability other than to the Council and to the specific persons executing this Deed as the Owner and their 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

10. COSTS AND FEES

The Owner agrees to pay to the Council on the signing of this Deed the Council's reasonable legal costs in the sum of £950 incurred in the preparation negotiation and completion of this Deed and the Monitoring Fee.

11. LOCAL LAND CHARGE

This Agreement shall be registered as a Local Land Charge

12 VARIATIONS

12.1 The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation

12.2 This Deed shall continue to be valid and enforceable following an amendment or variation to the Prior Approval achieved through the submission of the Planning Application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

13 JURISDICTION

This Deed is governed by and shall be interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales

SCHEDULE

The Owner Undertakes to the Council as follows:

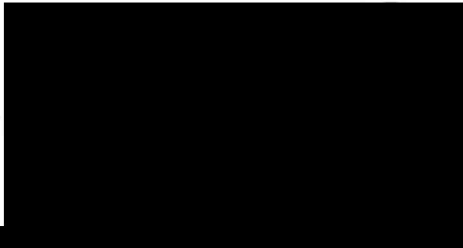
1. **Notification of Commencement**
 - 1.1 To provide the HDM seven days prior written notice of the Commencement Date and a further written notice of the Commencement Date within seven days of the occurrence of the same

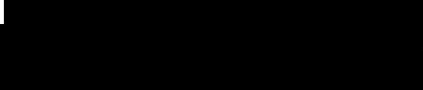
2. **Restriction on Parking Permits for the Residential Units**
 - 2.1 Not to dispose of to any person or occupy or allow any person to be an Occupier of a Residential Unit unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital 4.4 hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Parking Permit to park a Motor Vehicle in any marked highway bay or other place within a CPZ within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council nor will they be entitled to apply for a Season Ticket

IN WITNESS WHEREOF THIS INSTRUMENT has been executed as a Deed by the parties hereto and is intended to be and is hereby delivered on the date first before written

EXECUTED AS A DEED by
MARKET HARBOROUGH (VALLEY WAY) ESTATES LIMITED

acting by a director 

Signature of Director 

in the presence of: 

Witness signature: 

Witness name: [REDACTED]

Witness address: [REDACTED]

Witness occupation: [REDACTED]