

DATED

17^m APRIL

2019

WOKING BOROUGH COUNCIL (1)

AND

THAMESWEY HOUSING LIMITED (2)

THAMESWEY DEVELOPMENTS LIMITED (3)

AGREEMENT

under

Section 106 of the Town and Country Planning Act 1990
relating to land at Sheerwater, Woking, Surrey (PLAN/2018/0337)

THIS AGREEMENT is made as a Deed on the 17^m day of April 2019

BETWEEN

- (1) **WOKING BOROUGH COUNCIL** of Civic Offices, Gloucester Square, Woking, GU21 6YL ("Council");
- (2) **THAMESWEY HOUSING LIMITED** whose registered office is at The St Botolph Building, 138 Houndsditch, London EC3A 7AR ("Owner");
- (3) **THAMESWEY DEVELOPMENTS LIMITED** whose registered office is at The St Botolph Building, 138 Houndsditch, London EC3A 7AR ("Developer")

WHEREAS:

- (A) The Council is the local planning authority for the purposes of the 1990 Act for its administrative area within which the Land is situate and ' for the purpose of section 106 of the 1990 Act' is the local planning authority entitled to enforce the planning obligations contained in this Deed.
- (B) The Owner is the registered freehold owner of parts of the Land.
- (C) The Developer has made the Application in order to develop the Land by carrying out the Development.
- (D) The Council has resolved to grant Planning Permission subject to the prior completion of this Deed.

IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

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

- | | |
|-----------------------|---|
| "1990 Act" | means the Town and Country Planning Act 1990 (as amended). |
| "Application" | means planning application PLAN/2018/0337 submitted to the Council for planning permission for the Development. |
| "Development" | means the development of the Land as described in Schedule 1 to this Agreement. |
| "Land" | means the land at Sheerwater, Woking, Surrey shown edged red on the Plan. |
| "Plan " | means the plan annexed to this Deed. |
| "Planning Permission" | means the planning permission to be granted by the Council in respect of the Application |

- 1.2 Reference to the masculine feminine and neuter genders shall include other genders.
- 1.3 Reference to the singular includes the plural and vice versa.
- 1.4 Reference to natural persons includes corporations and vice versa.
- 1.5 Reference to any party shall include that party's personal representatives, successors or permitted assigns and, in the case of the Council, the successor to its statutory functions as local planning authority.
- 1.6 Headings in this Deed are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 1.7 Reference to a clause, paragraph or schedule is to a clause, paragraph or schedule in or to this Deed.
- 1.8 Where in this Deed a party includes two or more persons, the obligations of those persons shall be joint and several.
- 1.9 Where in this Deed an obligation is given by the Owner and the Developer, the obligations of the parties comprised in the expression the Owner and the Developer shall be joint and several.
- 1.10 Any reference to a statute or statutory instrument shall include any statute or statutory instrument amending consolidating or replacing the same.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to the provisions of Section 106 of the 1990 Act and all other powers which may be relevant for the purpose of giving validity to it, or facilitating the enforcement of the obligations contained in it.
- 2.2 The Owner and Developer covenant with the Council that the obligations and covenants on the part of the Owner and the Developer contained in this Deed are planning obligations for the purposes of the 1990 Act and shall be binding and enforceable by the Council against the Owner and the Developer and their respective interests in the Land, any successor in title to the Owner and Developer (and persons claiming under and through them).
- 2.3 Having regard to the provisions of regulation 122 of the Community Infrastructure Regulations 2010, the Owner, the Developer and the Council hereby agree and declare 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.

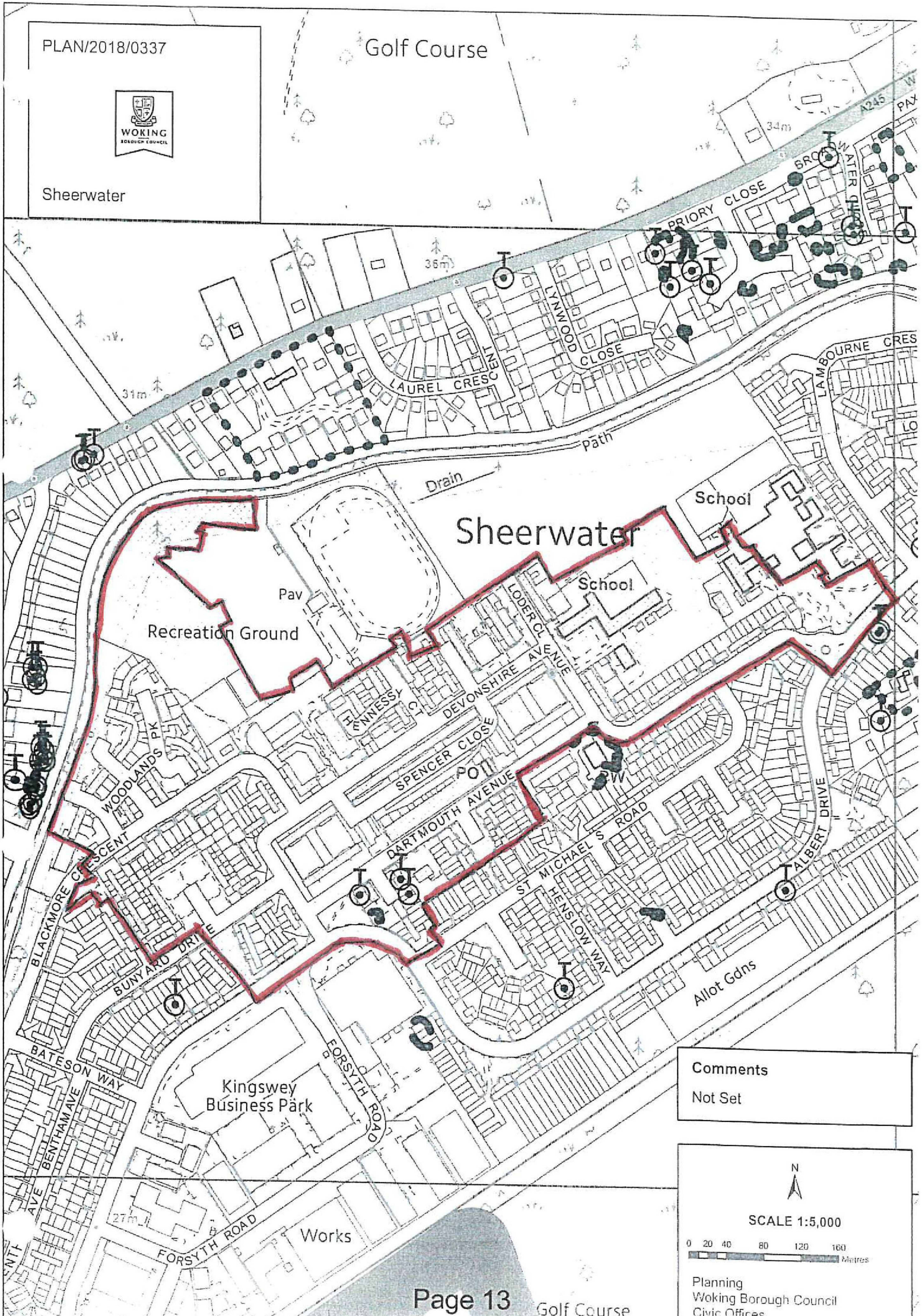
3. LEGAL EFFECT

This Deed shall have effect on the grant of the Planning Permission.

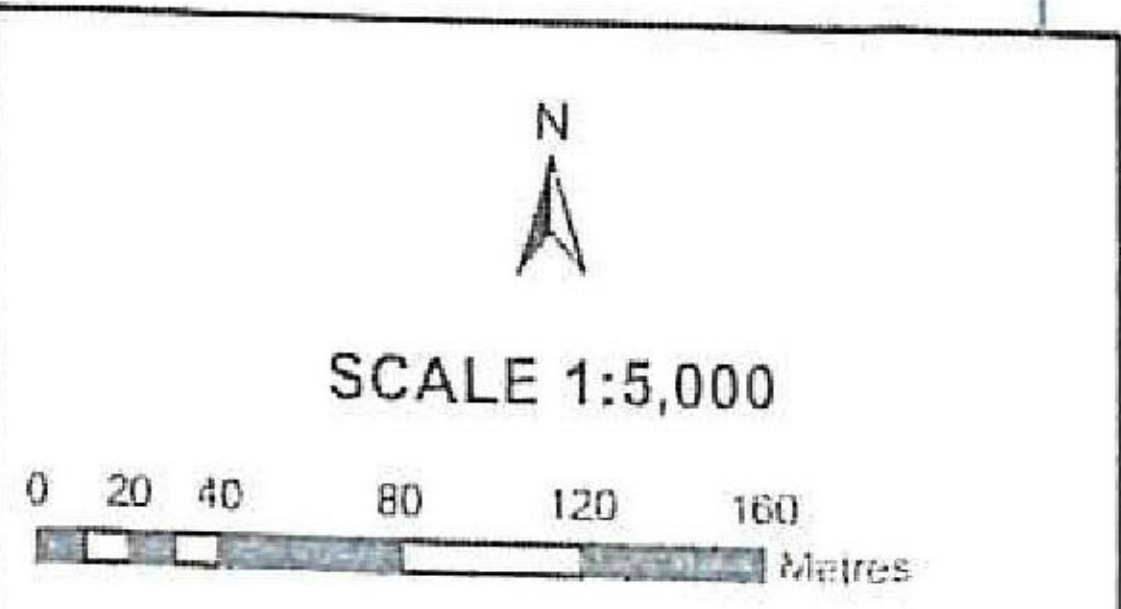


Sheerwater

Golf Course



Comments
Not Set



Planning
Woking Borough Council
Civic Offices
Gloucester Square
Woking, Surrey GU21 6YL

© Crown copyright and database rights 2019 Ordnance Survey 100025452. This product is produced in part from FAF and multiple residence data which is owned by Royal Mail Group Limited and/or Royal Mail Group Plc.

4. **COVENANTS TO THE COUNCIL**

The Owner and the Developer covenant with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 2 to this Agreement.

5. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person other than a party to this Deed and their respective successors and permitted assigns shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

6. **GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written.

SCHEDULE 1 - DESCRIPTION OF DEVELOPMENT

HYBRID PLANNING APPLICATION (PART OUTLINE, PART FULL PLANNING APPLICATION) FOR THE DEMOLITION OF 573 RESIDENTIAL UNITS AND EXISTING NON-RESIDENTIAL BUILDINGS AND REDEVELOPMENT OF THE SITE TO BE IMPLEMENTED IN PHASES TO PROVIDE A MIXED-USE DEVELOPMENT COMPRISING OF 869 RESIDENTS UNITS (CLASS C3), 134 SPECIALIST RESIDENTIAL UNITS (CLASS C3/C2), 904 SQM COMMUNITY CENTRE (CLASS D1), 929 SQM NURSERY/CHILDREN'S CENTRE (CLASS D1), 312 SQM HEALTH CENTRE (CLASS D1), 290 SQM ADDITIONAL CLASSROOMS (CLASS D1), 1,728 SQM OF RETAIL (FLEXIBLE USE WITHIN CLASS A1 AND/OR A2 AND/OR A3 AND/OR A4 AND/OR A5), 117SQM MANAGEMENT OFFICE (FLEXIBLE USE WITHIN CLASS A1 AND/OR A2 AND/OR A3 AND/OR A4 AND/OR A5 AND/OR B1A AND/OR SG), AND 132 SQM DENTIST (FLEXIBLE USE WITHIN CLASS A1 AND/OR A2 AND/OR A3 AND/OR A4 AND/OR A5 AND/OR CLASS D1), A NEW ENERGY CENTRE, FORMATION OF A NEW CAR PARK FOR BROADMERE PRIMARY SCHOOL, FORMATION OF AN EXTENDED CAR PARK FOR BISHOP DAVID BROWN SCHOOL AND THE LEISURE CENTRE, INCLUDING A BUS/COACH DROP OFF AREA, FORMATION OF A NEW COMMUNITY CAR PARK TO SERVE COMMUNITY HUB, HARD AND SOFT LANDSCAPING AND OPEN SPACE WITH A KIOSK, A MULTI-USE GAMES AREA (MUGA) AND A SKATE PARK, RECONFIGURED AND NEW VEHICULAR AND PEDESTRIAN ACCESS AND WORKS TO THE PUBLIC HIGHWAY AND ASSOCIATED WORKS; INCLUDING FULL PLANNING APPLICATION FOR THE DETAILED PHASES COMPRISING OF: DEMOLITION OF 412 RESIDENTIAL UNITS AND 7,609 SQM EXISTING NON-RESIDENTIAL BUILDINGS, AND CONSTRUCTION OF 695 RESIDENTIAL UNITS (7 NO. STUDIOS, 68 NO. 1-BEDROOM SPECIALIST ACCOMMODATION, 160 NO. 1-BED UNITS, 227 NO. 2-BED UNITS, 160 NO. 3-BED UNITS, 71 NO.4-BED UNITS, AND 2 NO. 5-BED UNITS,), 904 SQM COMMUNITY CENTRE (CLASS D1), 1,728 SQM OF RETAIL (FLEXIBLE USE WITHIN CLASS A1 AND/OR A2 AND/OR A3 AND/OR A4 AND/OR A5), 117SQM MANAGEMENT OFFICE (FLEXIBLE USE WITHIN CLASS A1 AND/OR A2 AND/OR A3 AND/OR A4 AND/OR A5 AND/OR B1A AND/OR SG) AND 132 SQM DENTIST (FLEXIBLE USE WITHIN CLASS A1 AND/OR A2 AND/OR A3 AND/OR A4 AND/OR A5 AND/ OR CLASS D1), 929 SQM OF NURSERY/CHILDREN'S CENTRE (CLASS D1), 312 SQM HEALTH CENTRE (CLASS D1), AN ENERGY CENTRE, FORMATION OF AN EXTENDED CAR PARK FOR BISHOP DAVID BROWN SCHOOL AND THE LEISURE CENTRE, INCLUDING A BUS/COACH DROP OF AREA, FORMATION OF A NEW COMMUNITY CAR PARK TO SERVE COMMUNITY HUB, HARD AND SOFT LANDSCAPING AND OPEN SPACE WITH A KIOSK, A MULTI-USE GAMES AREA (MUGA) AND A SKATE PARK RECONFIGURED AND NEW VEHICULAR AND PEDESTRIAN ACCESS AND WORKS TO THE PUBLIC HIGHWAY AND ASSOCIATED WORKS.

SCHEDULE 2 –PLANNING OBLIGATIONS

These measures/obligations will only take effect if planning permission PLAN/2018/0337 is implemented.

Definitions

- a) 'Affordable Housing' – means housing, including the units identified as Specialist Units (referred to in the application as Elderly Care Units and Independent Elderly Accommodation), let at a Social Rent which are therefore available to people who cannot otherwise afford to rent dwellings or houses generally on the open market within the Borough of Woking.
- b) "Affordable Housing Statement" means the affordable housing statement submitted to and approved by the Local Planning Authority prior to Commencement of development.
- c) 'Affordable Housing Units' – means the Affordable Housing to be provided as part of the Development in accordance with the application and/or any subsequent reserved matters approval.
- d) 'Commencement of development' – means the date on which any material operation (as defined in Section 56(4) of the Town and Country Planning Act 1990) forming part of the Development begins to be carried out other than operations consisting of site investigation surveys and decontamination works, the erection of any site fencing or other site security, the laying or diversion of any services or other works in respect of or in relation to any statutory undertaker's equipment or concerns, the carrying out of any archaeological, environmental or ecological works and any works matters and operations to enable any of the foregoing to take place.
- e) 'Completion' – means completion of a dwelling on the application site to the extent that a certificate of practical completion has been or should have been issued at the end of each phase.
- f) 'Development' – means the development the subject of application PLAN/2018/0337.
- g) 'Dwelling' – means any residential unit provided by the development including Affordable Housing Units and Open Market Units.
- h) 'Housing Provider' – means (i) Woking Borough Council or (ii) a Registered Provider or (iii) Thamesway Housing Limited or (iv) a company, approved by the Local Planning Authority, whose purposes include owning and managing the Affordable Housing Units on this site.
- i) "Local Businesses" – means businesses which are located within the Council's administrative area.
- j) "Local Labour Agreement/Community Value Plan" means the document to be submitted in accordance with paragraph hh) of these undertakings
- k) 'Local People' - means people who live in the former Sheerwater and Maybury Ward or otherwise within the Council's administrative area.
- l) "Open Market Housing" means housing which is not Affordable Housing.
- m) "Open Market Units" means the Open Market Housing to be provided as part of the Development in accordance with the application and/or any subsequent reserved matters approval.

- n) 'Phase' – the phase/phasing as stated in the current application and does not include any sub-phase i.e. a sub-phase is not a phase for the purpose of the provision of Affordable Housing Units except where explicitly specified.
- o) 'Protected Occupier' – means any occupier of an Affordable Housing Unit who:
- Has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
 - Has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- p) 'SAMM' – Strategic Access Management and Monitoring Contribution (SAMM) as classified under the EU Habitat Directive of 9 March 2005.
- q) 'SAMM Contribution' – means the Strategic Access Management and Monitoring (SAMM) Avoidance Strategy tariff/financial contribution for each dwelling by bedroom size as published by Woking Borough Council on their website which sums shall be increased in line with any increase in the Retail Price Index between the date of this Deed/Undertaking and the latest published figure on the date of payment to the Council as the case may be in accordance with the Thames Basin Heaths Special Protection Areas Avoidance Strategy.
- r) "Social Rent" means in respect of each property type, the rent shown in the following table (i.e. a rent which is equivalent to that charged for similar properties at Kingsmoor Park, Woking):-

Property Type	Net Weekly Rent (exclusive of service charge) April 2018/19
1 bed flat	£117.71
2 bed flat	£134.54
2 bed house	£144.01
3 bed house	£165.86
4 bed house	£174.57

Rents may be increased, annually in April, in line with the annual percentage increase in the Consumer Price Index published in the preceding September, plus 1%.

- s) "Specialist Units" means the units referred to in the application as Elderly Care Units and Independent Elderly Accommodation (Class C2/C3 use), which shall only be occupied by person(s) who are independent but need a level of support offered, including people who can live independently with the aid of an appropriate care package (Housing with Support, as detailed in the Council's Housing Allocations Policy dated February 2018).

Affordable Housing

- t) The development shall provide 499 Affordable Housing Units (at least 49.7% of the total number of residential units to be provided on the site) in accordance with the Affordable Housing Statement OF WHICH a maximum of 134no. units shall be the Specialist Units (referred to in the application as Elderly Care Units and Independent Elderly Accommodation).

- u) The provision of the Affordable Housing Units for each phase of the development shall be as set out in the following table:

Phasing	Total units to be provided on site	Affordable Housing Units to be provided per phase	Open Market Housing to be provided per phase
Purple	92	46	46
Red	124	107	17
Emerald	18	18	0
Blue	200	45	155
Yellow	168	102	66
Bronze	72	14	58
Pink	30	0	30
Cyan	68	14	54
Orange	153	153	0
Cobalt	39	0	39
Platinum	39	0	39
Total	1003	499	504

- v) All of the Affordable Housing Units to be provided on the application site shall be for Social Rent;
- w) For all phases of development SAVE FOR Emerald and Pink phases, prior to the commencement of any superstructure works in each and every phase full details of the timetable for the first occupation of all of the Affordable Housing Units in that phase in relation to the first occupation of the Open Market Housing Units in that phase shall be submitted to and approved in writing by the Local Planning Authority. The occupation of all units in that phase shall be in accordance with the approved details.
- x) To secure the provision of Affordable Housing Units on the application site in accordance with the following details:

Unit size	Number of Affordable Housing Units to be provided
1 bedroom	276
2 bedroom	149
3 bedroom	65
4 bedroom	9
Total	499

- y) The unit size of each Affordable Housing Unit shall be as approved by the Local Planning Authority on a phase by phase basis. PROVIDED ALWAYS THAT the size of the Affordable Housing Units to be provided on the site shall, in total, meet the numbers specified in the table above. Subject thereto, for each outline phase of development, full details of the size of each of the Affordable Housing Units to be provided in that phase shall be submitted with each Reserved Matters application.
- z) On practical completion of the Affordable Housing Units to be provided in each phase, the developer shall transfer the ownership of each Affordable Housing Unit (together with all necessary ancillary rights) to a Housing Provider.
- aa) That prior to the first occupation of any Affordable Housing Unit, the Housing Provider shall enter into a nomination agreement with Woking Borough Council to (i) grant the Council 100% nomination rights for all initial lets, 75% nomination rights for re-lets and (ii) require that all lettings not subject to nomination rights shall give priority to Local People.

- bb) There shall be no changes to these Affordable Housing provisions without the prior written approval of the Local Planning Authority.
- cc) The obligations set out above shall not be binding or enforceable against any Protected Occupier or any mortgagee or chargee of that Protected Occupier or any person deriving title from the Protected Occupier or any receiver appointed by any mortgagee or chargee or any successors in title thereto and their respective mortgagees or chargees SAVE THAT if any successor in title to the Protected Occupier is a Registered Provider or any other provider of affordable housing the obligations as set out above shall thereupon once again become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided therein.
- dd) The obligations set out above shall not be binding or enforceable against any mortgagee or chargee of a Registered Provider or any receiver appointed by any such mortgagee or chargee or any person deriving title from the mortgagee or chargee or any successors in title thereto and their respective mortgagees or chargee SAVE THAT if any successor in title to the mortgagee or chargee is a Registered Provider or any other provider of affordable housing the obligations as set out above shall thereupon once again become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided therein.
- ee) In the event that Woking Borough Council is the Housing Provider, appropriate changes will be made to the obligations set out above to reflect that the Council cannot legally enter into a formal agreement with itself, e.g. a nomination agreement.
- ff) In the event that Woking Borough Council is the Housing Provider, appropriate changes will be made to the obligations set out above to reflect that the Council cannot legally enter into a formal agreement with itself, e.g. a nomination agreement.

SAMM Financial Contribution

gg) To pay the SAMM financial contribution which shall be calculated as follows:

- a. Prior to the commencement of each and every phase of the development hereby approved full details of the number of existing dwellings by bedroom size to be demolished to facilitate the development of that phase (irrespective of whether any dwelling is inside or outside that phase boundary) and the number of proposed Dwellings by bedroom size to be provided in that phase shall be submitted to and approved in writing by the Local Planning Authority. Once approved the net increase in the number of Dwellings by bedroom size for each and every phase shall form the basis for calculating the required SAMM Contribution for that phase PROVIDED ALWAYS THAT the SAMM Contribution shall be paid for each and every Dwelling which represents a net increase in the number of dwellings on the application site in comparison to the existing number of dwellings on the application site in accordance with the following table:

Dwelling size	Proposed number of dwellings/units	Existing number of dwellings/units to be demolished	Net increase in the number of dwellings/units
Studio	7	52	-45
1 bed	338	217	121
2 bed	283	116	167
3 bed	261	176	85
4 bed	112	11	101
5 bed	2	1	1
Total	1003	573	430

Note – where a minus figure exists (in column 4 above) it shall be deducted from the first row below with a positive figure until a positive figure is reached (i.e. $-45 + 121 = 76$).

- b. All SAMM Contributions shall be paid in full prior to the Commencement of development for each respective phase.

Local Labour Agreement and Procurement

- hh) Prior to the Commencement of development to submit to, and obtain the approval of, the Local Planning Authority to a Local Labour Agreement/Community Value Plan substantially in accordance with the Community Value Plan submitted with the planning application to the Local Planning Authority for approval. Thereafter any proposed changes to the Local Labour Agreement/Community Value Plan shall be submitted for the prior approval in writing by the Local Planning Authority before being implemented in accordance with the approved details.
- ii) To make provision in the Local Labour Agreement/Community Value Plan for:
 - i. the strategy to be adopted by the Developer to maximise the employment opportunities, apprenticeships and training and the promotion of such opportunities for and to Local People on the Development; and
 - ii. the opportunity for any Local People directly employed on the Development by the Developer during the construction of the Development to be offered training where reasonably appropriate; and
 - iii. the employment of Local Businesses by the Developer during the construction of the Development where reasonably appropriate save where specialist trades are required;
 - iv. measures for monitoring the success of the Local Labour Agreement/Community Value Plan; and
 - v. a timetable for the reporting of the findings of the monitoring to the Local Planning Authority which shall be at least prior to the completion of each phase or annually whichever is the sooner and including any recommendations for any changes to the Local Labour Agreement/Community Value Plan.
- jj) To undertake to comply with the provisions of the approved Local Labour Agreement/Community Value Plan during the construction of the Development to the extent that they are not prevented from doing so by reason of any domestic or international laws.

Off-site Tree Planting

- kk) In the event that the replacement tree planting within the site is less than the total number of trees to be removed, a financial contribution not exceeding £15,000 (at July 2016 prices), which sum shall be indexed upwards in accordance any increase in an appropriate index specified by the Local Planning Authority, for off-site tree planting in the Sheerwater area shall be paid to the Local Planning Authority prior to Commencement of any development in cobalt phase.

Sustainable Urban Drainage Systems

- ll) Prior to the Commencement of development, to submit a Sustainable Urban Drainage Systems ("SUDS") scheme to the Local Planning Authority for approval. The SUDS scheme shall include provision for:
 - Adoption of SuDS and Handover
 - Cost of Adoption
 - As built drawings

- Maintenance Register to include map of location, list all features and maintenance requirements
- Access to Inspect and Maintain SuDS for lifetime of development

Any proposed changes to the approved SUDS scheme shall be submitted for the approval in writing by the Local Planning Authority.

The SUDS scheme shall be implemented in accordance with the approved details.

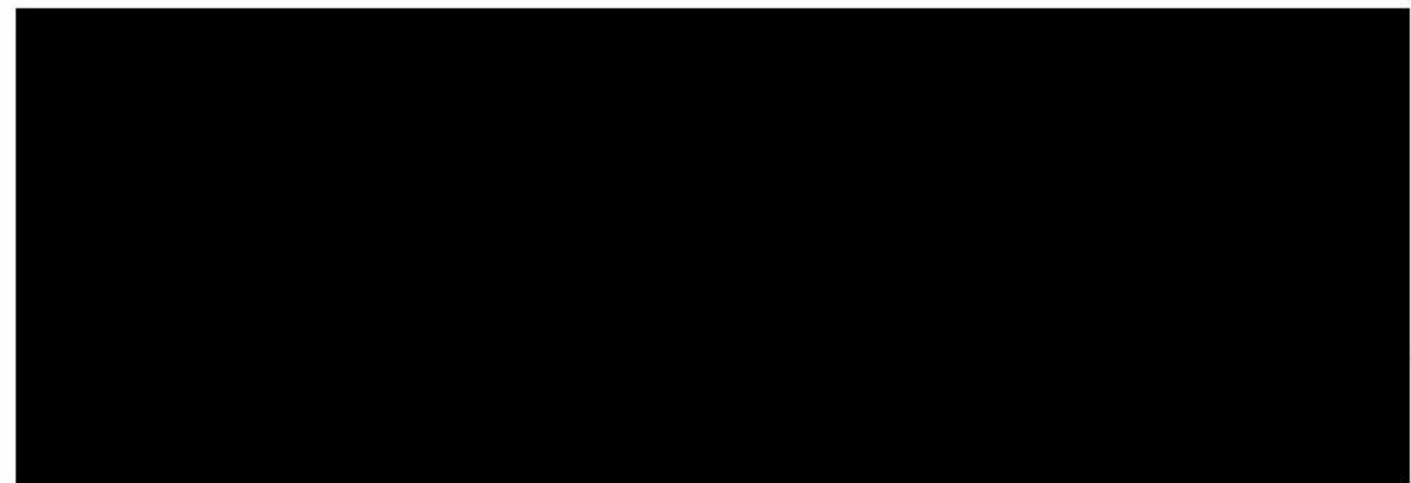
EXECUTED AS A DEED by affixing)
 THE COMMON SEAL of WOKING)
 BOROUGH COUNCIL in the)
 presence of:-)



Mayor [Redacted]

[Redacted]
 Head of Democratic and Legal Services
 [Redacted]

EXECUTED AS A DEED by)
 THAMESWEY HOUSING LIMITED)
 acting by a director in the)
 presence of:-)



Signature of witness..... [Redacted]

Name of witness..... JACQUELINE HUTTON

Address of Witness.. CIVIC OFFICES, GLOUCESTER SQUARE,
 WOKING, SURREY, GU21 6YL

EXECUTED AS A DEED by)
 THAMESWEY DEVELOPMENTS)
 LIMITED acting by a director in the)
 presence of:-)



Signature of witness..... [Redacted]

Name of witness..... JACQUELINE HUTTON

Address of Witness.. CIVIC OFFICES, GLOUCESTER SQUARE,
 WOKING, SURREY, GU21 6YL