
Dated:

2023

- (1) EPSOM & EWELL BOROUGH COUNCIL
- (2) SURREY COUNTY COUNCIL
- (3) ANDREW ROWLEY MCLELLAND
- (4) QUANTA HOMES 3 LIMITED

Agreement

under section 106 Town and Country Planning Act 1990 relating to land at 24 – 28
West Street, Epsom, Surrey KT18 7RJ

BETWEEN:

- (1) **EPSOM & EWELL BOROUGH COUNCIL** of Town Hall, The Parade, Epsom, Surrey, KT18 5BY ("**the Borough Council**");
- (2) **SURREY COUNTY COUNCIL** of Woodhatch Place, 11 Cockshot Hill, Woodhatch, Reigate RH2 8EF ("**the County Council**");
- (3) **ANDREW ROWLEY MCLELLAND** of 36 Irene Road, London SW6 4AP ("**the Owner**"); and
- (4) **QUANTA HOMES 3 LTD** a company registered in England with company number 09996029 and whose registered office is at Uncommon, 126 New Kings Road, London SW6 4LZ ("**the Developer**");

BACKGROUND

- (A) For the purposes of the 1990 Act, the Borough Council is the local planning authority for the area within which the Site is located and is entitled to enforce the obligations contained in this Agreement given for the benefit of the Borough Council.
- (B) The County Council is the local highway authority and is also a local planning authority for the area in which the Site is situated and is entitled to enforce the obligations contained in this Agreement given for the benefit of the County Council.
- (C) The Owner is the freehold owner of the part of the Site registered with title absolute at the Land Registry under title number SY192945 (being the Obligation Land) free from encumbrances that would prevent the Owner from entering into this Agreement.
- (D) The County Council is also the freehold owner of the part of the Site registered with title absolute at the Land Registry under title number SY500070 which for the avoidance of doubt is not bound by this Agreement.
- (E) The Developer has entered into a conditional contract dated 27 June 2017 to purchase the Obligation Land and pursuant to the Planning Application has applied to the Borough Council for full planning permission for the Development.
- (F) On 8 June 2023 the Borough Council's Planning Committee resolved to grant the Planning Permission subject, among other things, to the completion of this Agreement.
- (G) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Borough Council and the County Council (as applicable) against the Owner and his successors in title.
- (H) The Borough Council has given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) (to the extent relevant to the obligations in this Agreement) and the advice set out at paragraph 56 of the National Planning Policy Framework (July 2021) and considers that the planning obligations contained within this Agreement are:
 - (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development; and
 - (iii) fairly and reasonably related in scale and kind to the Development.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement, the following words and expressions have the following meanings:

- "1990 Act"** means the Town and Country Planning Act 1990 (as amended)
- "Additional Affordable Housing Units"** means those Dwellings which may be provided as Affordable Housing as part of the Development in accordance with the provisions of **Part 3 of Schedule 2**
- "Additional Affordable Housing Contribution"** means a financial contribution towards the provision of off-site Affordable Housing in the Borough Council's administrative area which may be payable pursuant to a Viability Review in accordance with either:
- (a) paragraph 5 of **Part 3 of Schedule 2** up to a maximum of the Review Cap (when calculated with the value of any Additional Affordable Housing Unit); or
 - (b) paragraph 12 of **Part 3 of Schedule 2** up to a maximum of the Review Cap
- "Affordable Housing"** has the same meaning as given in the National Planning Policy Framework July 2021 (as amended from time to time)
- "Affordable Housing Contribution"** means a financial contribution of up to £184,429 towards the provision of off-site Affordable Housing in the Borough Council's administrative area which may be payable pursuant to **Part 2 of Schedule 2**
- "Affordable Housing Plan"** means the plan attached to this Agreement at **Appendix 2** with drawing number 300.01 showing the tenure and location of the Affordable Housing Units (or such replacement plan as agreed by the Borough Council in writing from time to time)
- "Affordable Housing Provider"** means a registered provider as defined by section 80 of the Housing and Regeneration Act 2008
- "Affordable Housing Units"** means 2 (two) of the Dwellings to be provided as part of the Development on the Obligation Land as Affordable Housing in accordance with the Affordable Housing Plan of which 1 (one) of the Dwellings shall be an Affordable Rented Unit and 1 (one) of the Dwellings shall be a Shared Ownership Unit and which Affordable Housing Units shall conform with the minimum internal floor space requirements as published by the Department for Communities and Local Government's document: *"Technical housing standards – nationally described space standard"* (March 2015 as amended on 19 May 2016)
- "Affordable Rent"** means a rent (including any service charge) which does not exceed 80% of the Market Rent (inclusive of any service charges) for the relevant property type and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant market area for the location in which the Site is located allowing

for any modifications to a level of allowance as published from time to time by the Government SAVE THAT the rent charged under all lettings may be increased annually by a proportion permitted by relevant regulations or statute or by the RSH

"Affordable Rented Unit"	means an Affordable Housing Unit or an Additional Affordable Housing Unit to be made available by an Affordable Housing Provider to a Qualifying Person at an Affordable Rent
"Borough Council Monitoring Fee"	means the sum of £1,200 (one thousand two hundred pounds) Index Linked payable by the Owner to the Borough Council in respect of monitoring implementation of the obligations in this Agreement
"Car Club"	means a club operated by a Car Club Operator to which residents of the Development may join and which also makes cars available, in the vicinity of the Development, for hire to members of the public
"Car Club Operator"	means a company that is accredited in the United Kingdom by COMOUK which provides cars for use by members of a Car Club in consideration of payment or such other company operating a Car Club as is agreed with the County Council in writing and which company shall be responsible for the operation of the Car Club including bookings and charges
"Car Club Space"	means the space to be provided on the highway (with the preference for a location on Station Road) for the purposes of the Car Club, the location of which is shown on the Car Club Space Plan unless otherwise agreed in writing with the County Council
"Car Club Space Plan"	means the plan identifying the location and specifications of the Car Club Space to be approved by the County Council prior to first Occupation of a Dwelling
"Chargee"	means any mortgagee or chargee of: (i) the Affordable Housing Provider; or (ii) an individual Shared Ownership Unit, or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including a housing administrator
"Commencement of Development"	means the carrying out of any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development on the Site other than (for the purposes of this Agreement and for no other purpose) operations consisting of site survey site clearance and demolition earth works and ground investigations archaeological investigations for the purpose of assessing ground conditions preparation work remedial or remediation work in respect of any contamination or other adverse ground conditions diversion and laying or removal of services erection of any temporary means of enclosure including

	fences and hoardings the temporary display of site notices or advertisements tree surgery and tree protection works ecological surveys and mitigation creation of construction access erection of a site compound(s) and demolition works and "Commencement" and "Commence the Development" shall be construed accordingly
"Completion"	means any Dwelling which is capable of being occupied with the minimum amount of finishing required including the final fix of bathroom and kitchens and has been plastered out and "Completed" shall be interpreted accordingly
"Contributions"	means the Affordable Housing Contribution (if payable) and the Tree Planting Contribution or any of them as the context so requires
"Development"	means the <i>"demolition of the existing building and the construction of a new part 5 and part 6 storey building containing 20 residential units and associated development"</i> on the Site in accordance with the Planning Permission
"Dwelling"	each and every residential unit (including a house flat or maisonette) to be constructed as part of the Development pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"Highways Agreement"	means an agreement (or series of agreements) entered into by the Owner and the County Council (and, where applicable, the Borough Council) governing the provision of the Loading Bay pursuant to sections 38 and/or 278 of the Highways Act 1980 (as amended)
"Housing Authority"	means the local housing authority for the area within which the Site is located for the purposes of the Housing Act 1996
"Housing Need"	means where a person's financial situation is such that he or she is unable to meet his or her housing needs requirements in the private sector market because of the relationship between housing costs, mortgage deposits and income
"Index"	means the "All Items" Index of Retail Prices (item Reference CHMK) ("RPI") or such other item reference as may from time to time replace the item reference published by the Office for National Statistics or any successor ministry or department of government or any such alternative index or comparable measure of price inflation as may be agreed in writing by the Owner and the Borough Council
"Index Linked"	means increased from the date of this Agreement to the date of payment in accordance with the Index and "Index Linking" shall be construed accordingly
"Interest"	means 4% above the base rate of the Bank of England from time to time
"Loading Bay"	means the loading bay to be constructed on the part of the Site outwith the Obligation Land shown shaded blue on the Loading Bay Plan in accordance with a Highways Agreement

"Loading Bay Plan"	means the plan attached to this Agreement at Appendix 3 or such other plan as may be agreed in writing with the Borough Council and/or the County Council from time to time
"Local Housing Allowance"	means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it
"Market Dwelling(s)"	means a Dwelling which is not an Affordable Housing Unit
"Market Rent"	means the estimated amount for which the relevant Dwelling would be let on the date of valuation between a willing lessor and willing lessee on appropriate terms in an arm's length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion
"MOT Certificate"	means a certificate issued by the Driver and Vehicle Standards Agency (or equivalent) certifying that the vehicle the subject of the certificate has been tested for road safety and exhaust emissions and has satisfied the minimum requirements set out in the Motor Vehicles (Tests) Regulations 1981 (as amended)
"Obligation Land"	means the part of the Site shaded blue on the Plan
"Occupation"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display on occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly
"Payment Notice"	means the notice of payment annexed to this Agreement at Appendix 4
"Plan"	the plan attached to this Agreement at Appendix 1
"Planning Application"	an application for full planning permission for the carrying out of the Development made to the Borough Council by the Developer with reference 22/01294/FUL
"Planning Permission"	the planning permission that may be granted in pursuance of the Planning Application in the form set out in Schedule 1
"Protected Tenant"	means any tenant who: <ul style="list-style-type: none"> (i) 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; (ii) has been granted a shared ownership lease by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is initially owned by the Affordable Housing Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Affordable Housing Provider all the

remaining shares so that the tenant owns the entire Affordable Housing Unit; or

(iii) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

"Qualifying Person"

means in relation to:

(i) an Affordable Rented Unit any individual who is registered on the Housing Authority's housing waiting list (which may be administered by a third party agency on behalf of the Housing Authority with or without the collaboration of other housing authorities); or

(ii) a Shared Ownership Unit any individual who is in Housing Need

"RSH"

means the Regulator of Social Housing, an executive non-departmental public body, who regulates registered providers of social housing and any successor or successors for the time being and any similar future authority responsible for the regulation of social housing

"Review Cap"

means the sum of £927,000 (nine hundred and twenty seven thousand pounds) which represents the value of the affordable housing that would be required to be provided as part of the Development in compliance with the policy requirements of the Borough Council's local plan

"Section 73 Consent"

means a planning permission granted under section 73 of the Act that varies the conditions of the Planning Permission

"Shared Ownership Unit"

means an Affordable Housing Unit or an Additional Affordable Housing Unit to be made available on a shared ownership basis whereby not more than 75% and not less than 25% of the equity in the relevant Dwelling is sold to a purchaser by the Affordable Housing Provider with the flexibility to increase their share of ownership to 100% if they so wish with rent payable on the remaining equity at a level no greater than that equivalent to that obtained by applying the current RSH rent rate at the relevant time to the market value of the remaining equity

"Site"

the land at 24 – 28 West Street Epsom Surrey KT18 7RJ registered at Land Registry under the title numbers SY192945 and part of SY500070 and shown for identification edged red on the Plan

"Specialist"

has the meaning given to it in **clause 9.2**

"Specified Date"

means the date upon which a Contribution or the Monitoring Fee is due to be paid to the Borough Council in accordance with this Agreement

"Substantial Commencement"

the completion of foundations, footings and finished ground floor slab level for the Development pursuant to the Planning Permission including any necessary demolition works, excavation and basement works

"Surplus"	<p>means where following application of a Viability Review it is identified that the Development is capable of viably providing:</p> <p>(i) Additional Affordable Housing Units (and, if so, the quantum thereof);</p> <p>or, in accordance with the provisions of Schedule 2</p> <p>(ii) an Additional Affordable Housing Contribution (and, if so, the maximum amount (subject to the maximum as specified in the definition of "Review Cap" herein))</p> <p>provided that where a Viability Review identifies the Development is not capable of viably providing Additional Affordable Housing Units and/or an Additional Affordable Housing Contribution there shall be no Surplus</p>
"Target Date"	the date 24 months from but excluding the day of the date of the grant of the Planning Permission
"Tree Planting Contribution"	means the sum of £1,011 (One Thousand and Eleven Pounds) (Index Linked) payable by the Owner to the Borough Council to be used towards the cost of tree planting within the vicinity of the Site
"Viability Assessment"	the assessment of the viability of the Development submitted to the Borough Council in support of the Planning Application
"Viability Review"	a review of the viability of the Development which shall take place in accordance with the provisions of Part 3 of Schedule 2
"Working Day(s)"	means any Monday to Friday (other than bank or public holidays)

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
 - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - 1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.4 references to the Obligation Land and/or the Site include any part thereof;
- 1.2.5 references to any party in this Agreement include the successors in title of that party and references to the Borough Council or County Council include any successors to their respective statutory functions;

- 1.2.6 "including" means "including, without limitation";
 - 1.2.7 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
 - 1.2.8 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
 - 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.
- 1.3 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
2. **EFFECT OF THIS AGREEMENT**
- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and to the extent they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Borough Council and the County Council as set out herein.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Borough Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.
- 2.4 This Agreement will be registered as a local land charge by the Borough Council.
- 2.5 It is hereby agreed that this Agreement will not be enforceable against:
- 2.5.1 individual purchasers of Dwellings except in respect of the obligations relating to the Affordable Housing Units and any Additional Affordable Housing Units as set out in **paragraph 3 of Part 2** and **paragraph 11 of Part 3 of Schedule 2** (as applicable) which shall remain binding on the Affordable Housing Units but in respect of **paragraph 3 of Part 2** and **paragraph 11 of Part 3 of Schedule 2** (as applicable) only until an exclusion set out in **paragraph 10 of Schedule 2** applies;
 - 2.5.2 any statutory undertakers, service companies or other entities to whom any part of the Site may be transferred, let or otherwise disposed of including any grant of easements for the provision of service media, electricity substations, pumping stations, gas governor stations or similar matters; or
 - 2.5.3 an Affordable Housing Provider which purchases one or more Affordable Housing Units or Additional Affordable Housing Units constructed on the Obligation Land (and/or the land on which the Affordable Housing Units and (if any) the Additional Affordable Housing Units are being constructed) except in respect of provisions relating to the Affordable Housing Units and the Additional Affordable Housing Units set out in **paragraphs 3, 5, 6** (subject to **paragraphs 7 and 8 of Part 2**) and **9 of Part 2 of Schedule 2**;
- 2.6 Nothing in this Agreement prohibits or limits the right to develop any part of the Obligation Land in accordance with a planning permission, other than the Planning Permission, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 2.7 The terms of this Agreement comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that the obligations contained

herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably relate in scale and kind to the Development and the Borough Council hereby agrees that there shall be no double counting in respect of any Community Infrastructure Levy due in respect of the Development and any contribution payable under this Agreement.

3. **COMMENCEMENT DATE**

3.1 Subject to **clause 3.2** the obligations contained in **clauses 4.1** and **4.2**, and the **Schedules** referred therein do not come into effect until:

3.1.1 the Planning Permission is granted; and

3.1.2 the Commencement of Development

3.2 **Part 4** of **Schedule 2** shall come into effect on the date the Planning Permission is granted.

4. **OBLIGATIONS OF THE PARTIES**

4.1 The Owner agrees with the Borough Council to comply with the obligations set out in **Schedule 2** in relation to the Development.

4.2 The Owner agrees with the County Council to comply with the obligations set out in **Schedule 3** in relation to the Development.

4.3 The Borough Council and the County Council agree with the Owner to comply with their respective obligations set out in **Schedule 4**.

4.4 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Obligation Land or the part of the Obligation Land in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Obligation Land in any transfer of the Obligation Land will constitute an interest for the purposes of this **clause 4.4**.

5. **DEVELOPER'S CONSENT**

5.1 The Developer agrees to the Owner entering into this Agreement and acknowledges that it will be bound by the terms of this Agreement in the event that it acquires a freehold or leasehold interest in the Obligation Land or any part of it.

6. **TERMINATION OF THIS DEED**

6.1 This Agreement will come to an end if:

6.1.1 subject to **clause 6.2**, the Planning Permission is quashed, revoked or otherwise withdrawn at any time before the Commencement of Development so as to render this Agreement or any part of it irrelevant, impractical or unviable; or

6.1.2 the Planning Permission expires before the Commencement of Development.

6.2 **Clause 6.1.1** will not apply in respect of any minor modifications to the Planning Permission or the Development agreed from time to time between the Borough Council and the Owner prior to the Commencement of Development.

6.3 Where this Agreement comes to an end under **clause 6.1** the Borough Council is, on the written request of the Owner, to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site.

7. **NOTICES**

- 7.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 7.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.
- 7.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 7.3.1 if delivered by hand, at the time of delivery;
 - 7.3.2 if sent by post, on the second working day after posting; or
 - 7.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 7.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.

8. **COSTS OF THIS AGREEMENT**

- 8.1 Upon completion of this Agreement the Owner shall pay:
- 8.1.1 to the Borough Council the Borough Council Monitoring Fee and their reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement; and
 - 8.1.2 to the County Council its reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement.

9. **DETERMINATION OF DISPUTES**

- 9.1 Subject to **clause 9.7**, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this **clause 9**. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 9.2 For the purposes of this **clause 9** a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 9.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under **clause 9.4**.
- 9.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 9.5 The Specialist is to act as an independent expert and:

- 9.5.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
 - 9.5.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 9.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 9.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 9.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 9.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 9.6 Responsibility for the costs of referring a dispute to a Specialist under this **clause 9**, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 9.7 This **clause 9** does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.
10. **PAYMENTS**
- 10.1 The parties agree that:
- 10.1.1 the Contributions payable under this Agreement shall be Index Linked;
 - 10.1.2 the payment of any Contribution under this Agreement shall be taken to include the actual Contribution payable including any amount for Index Linking and also if due of any Interest;
 - 10.1.3 in the event that any Contribution or part thereof is not paid by the Specified Date then Interest shall be due on the sum outstanding and shall be apportioned on a daily basis from the Specified Date to date of actual payment;
 - 10.1.4 notwithstanding that the Owner shall pay Interest on the Index Linked sum as calculated pursuant to **clause 10.1.3** above, the Owner shall also be responsible for the amount of Index Linking between the Specified Date to the date of actual payment even though that additional Index Linking attracts no Interest;
 - 10.1.5 any Interest paid will not form part of the Contribution due and will belong to the Borough Council; and
 - 10.1.6 any payments due to the Borough Council under the terms of this Agreement shall be paid accompanied by the Payment Notice and monies shall be sent to the Borough Council by means of telegraphic transfer.
11. **JURISDICTION**
- 11.1 This Agreement is to be governed by and interpreted in accordance with the law of England.
 - 11.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement. This clause operates for the benefit of the

Borough Council which retain the right to sue the Owner and enforce any judgment against the Owner in the courts of any competent jurisdiction.

12. FUTURE SECTION 73 CONSENTS

12.1 Subject to Clauses 12.2 to 12.4 below, if any Section 73 Consent is granted after the date of this Agreement, then:

12.1.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and

12.1.2 the definitions of Planning Application, Development and Planning Permission shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent, and the Section 73 Consent itself.

12.2 Nothing in this clause shall fetter the discretion of the Borough Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same.

12.3 The provisions of this Clause 12 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Agreement.

12.4 The Borough Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement prior to the grant of any Section 73 Consent.

13. EXECUTION

The parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE 1

DRAFT PLANNING PERMISSION

Mr Robby Du Toit
c/o Mr Michael Calder
Phase 2 Planning & Development Ltd
270 Avenue West
Skyline 120
Great Notley
CM77 7AA

Town Hall
The Parade
Epsom
Surrey
KT18 5BY
Main Number (01372) 732000
www.epsom-ewell.gov.uk
DX 30713 Epsom

Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England)
Order 2015

Proposal: Demolition of existing building and construction of a new part 5 and part 6 storey building containing 20 residential units and associated development

Location: Development Site At 24-28, West Street, Epsom, Surrey, .

Application Number: 22/01294/FUL

Epsom & Ewell Borough Council as the local planning authority has **GRANTED PLANNING PERMISSION** for the above development subject to the following conditions:

1. The development hereby permitted shall begin before the expiration of three years from the date of this permission.

Reason: To comply with Section 91(1) of the Town and Country Planning Act 1990 as amended by Section 51(1) of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall be carried out in accordance with the following approved plans and reports:

Drawing Number 100.00 - Existing Site Location Plan
Drawing Number 101.00 - Existing Site Block Plan
Drawing Number 102.00 - Existing Floor Plans
Drawing Number 310.00 - Proposed South Elevation
Drawing Number 311.01 - Proposed East Elevation
Drawing Number 312.00 - Proposed West Elevation
Drawing Number 313.00 - Proposed North Elevation
Drawing Number 301.01 - Proposed Site and Ground Floor Plan
Drawing Number 302.01 - Proposed First Floor Plan
Drawing Number 303.01 - Proposed Second Floor Plan
Drawing Number 304.01 - Proposed Third Floor Plan

Drawing Number 305.01 - Proposed Fourth Floor Plan
 Drawing Number 306.01 - Proposed Fifth Floor Plan
 Drawing Number 307.01 - Proposed Sixth Floor Plan
 Drawing Number 308.00 - Proposed Seventh Floor Plan
 Drawing Number 309.01 - Proposed Site and Roof Plan
 Drawing Number 315.00 - Proposed Site Section
 Drawing Number 314.01 - Proposed Street Scene
 Drawing Number 182191-001 Rev D - Proposed Delivery Access Arrangements
 Fire Risk Assessment entitled '622466-MLM-ZZ-XX-CO-YF-0001-REV01' (Nov 2020)
 Arboricultural Impact Assessment entitled SHA 691 REV D (Oct 2020)
 Daylight/Sunlight Assessment entitled 'RC/ROL00282 (14 Oct 2020)
 Preliminary Risk Assessment entitled 'P1481J1366/TE' (APRIL 2018)
 Flood Risk Assessment entitled 'NO. 182191-02' (July 2019)
 Transport Assessment entitled 'NO. 182191-01B' (Nov 2020)
 Noise and Vibration Assessment E2660 (August 2019)

Reason: For the avoidance of doubt and in the interests of proper planning as required by Policy CS5 of the Core Strategy 2007.

3. Prior to the commencement of development, details and samples of all external materials to be used for the development shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: To secure a satisfactory appearance in the interests of the visual amenities and character of the locality in accordance with Policy CS5 of the Core Strategy 2007 and Policies DM8, DM9 and DM10 of the Development Management Policies 2015.

4. Prior to the commencement of development, a mock-up shall be prepared on site which shall include example of all external surfaces and materials as well examples of junctions, cladding fixings, reveals, soffits, parapets as well as junctions or junctures around these surfaces especially on balcony surfaces. This mock-up shall be approved by the local planning authority and shall retained on site. Now work shall be carried out otherwise than as to conform to this approved mock-up.

Reason: To secure a satisfactory appearance in the interests of the visual amenities and character of the locality in accordance with Policy CS5 of the Core Strategy 2007 and DM8, DM9 and DM10 of the Development Management Policies 2015.

5. Prior to any demolition taking place, details of the proposed artwork or the incorporation of retained features from the east elevation of the existing building into the proposed design shall be submitted and approved in writing with the Local Planning Authority. The agreed details shall be installed and maintained in perpetuity.

Reason: To secure a satisfactory appearance in the interests of the visual amenities and character of the locality in accordance with Policy CS5 of the Core Strategy 2007 and DM8, DM9 and DM10 of the Development Management Policies 2015.

6. Prior to any demolition taking place, a written and photographic record of 24-28 West Street to Level 2 of 'Understanding Historic Buildings' by Historic England 2016 shall be submitted to and approved in writing by the Planning Authority.

Reason: To accord with paragraph 205 2021 of the National Planning Policy Framework to ensure that a record is made of the heritage asset before it is demolished.

7. Prior to any demolition taking place, The Charles Brooking Collection shall be permitted to visit the building and identify architectural features of note which are worthy of preservation. If requested by The Collection, one of each item shall be carefully removed and given and delivered free of charge and cost to the Brooking Collection. If requested by The Brooking Collection, this shall include a photograph of each feature in situ, and details of its location in the house.

Reason: To accord with paragraph 205 of the National Planning Policy Framework 2023 to ensure that a record is made of the heritage asset before it is demolished.

8. No development shall take place until details of existing and proposed finished site levels, finished floor and ridge levels of the buildings to be erected, and finished external surface levels have been submitted to and approved in writing by the local planning authority. The development shall thereafter be constructed in accordance with the approved details.

Reason: In order to safeguard the amenities of the occupiers of neighbouring properties in accordance with Policy CS5 of the Core Strategy 2007 and Policy DM10 of the Development Management Policies 2015.

9. The development hereby approved shall not be first occupied unless and until the facilities for the secure parking of bicycles within the development site for residents and visitors have been provided in accordance with the approved plans, and thereafter the said approved facilities shall be provided, retained and maintained to the satisfaction of the Local Planning Authority.

Reason: in recognition of Section 9 'Promoting Sustainable Transport' in the National Planning Policy Framework 2019 to meet the objectives of the NPPF 2023, and to satisfy policies DM35 and DM36 of the Development Management Policies 2015.

10. The development hereby approved shall not be first occupied unless and until details of Electric Vehicle charging and electric cycle charging points have been submitted to and approved in writing by the Local Planning Authority and thereafter retained and maintained to the satisfaction of the Local Planning Authority.

Reason: In recognition of Section 9 'Promoting Sustainable Transport' in the National Planning Policy Framework 2019 to meet the objectives of the NPPF 2023 and to satisfy policies DM35 and DM36 of the Development Management Policies 2015.

11. No development shall commence until a Construction Transport Management Plan, to include details of:

- a) parking for vehicles of site personnel, operatives and visitors
- b) loading and unloading of plant and materials
- c) storage of plant and materials
- d) programme of works (including measures for traffic management)
- e) provision of boundary hoarding behind any visibility zones
- f) HGV deliveries and hours of operation
- g) vehicle routing
- h) measures to prevent the deposit of materials on the highway
- i) before and after construction condition surveys of the highway and a commitment to fund the repair of any damage caused
- j) on-site turning for construction vehicles
- k) measures to ensure the footway/ cycleway are not obstructed during construction
- l) Measures to ensure that the highway is not obstructed during Epsom Derby Week

has been submitted to and approved in writing by the Local Planning Authority. Only the approved details shall be implemented during the construction of the development.

Reason: In order for the development not to prejudice highway safety nor cause inconvenience to other highway users in accordance with the objectives of the NPPF 2023, and to satisfy policies DM35 and DM36 of the Development Management Policies 2015 and Policy CS16 of the Core Strategy 2007.

12. The development hereby approved shall not be first occupied unless and until the existing access from the site to Station Approach has been permanently closed and any kerbs, verge, footway, fully reinstated.

Reason: In order for the development not to prejudice highway safety nor cause inconvenience to other highway users in accordance with the objectives of the NPPF 2023 and to satisfy policies DM35 and DM36 of the Development Management Policies 2015.

13. The development hereby approved shall not be first occupied unless and until the required Traffic Regulation Order for the proposed loading bay has been designed and implemented, in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority.

Reason: In order for the development not to prejudice highway safety nor cause inconvenience to other highway users in accordance with the objectives of the NPPF 2023 and to satisfy policies DM35 and DM36 of the Development

Management Policies 2015.

14. Within six months of first occupation the required Traffic Regulation Order for the proposed car club bay shall be designed and implemented, in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority.

Reason: In order for the development not to prejudice highway safety nor cause inconvenience to other highway users in accordance with the objectives of the NPPF 2023 and to satisfy policies DM35 and DM36 of the Development Management Policies 2015.

15. The development hereby permitted shall not commence until details of the design of a surface water drainage scheme have been submitted to and approved in writing by the planning authority. The design must satisfy the SuDS Hierarchy and be compliant with the national Non-Statutory Technical Standards for SuDS, NPPF and Ministerial Statement on SuDS. The required drainage details shall include:

a) Evidence that the proposed final solution will effectively manage the 1 in 30 (+35% allowance for climate change) & 1 in 100 (+40% allowance for climate change) storm events, during all stages of the development. The final solution should follow the principles set out in the approved drainage strategy. Associated discharge rates and storage volumes shall be provided using a maximum discharge rate of 3.65 l/s.

b) Detailed drainage design drawings and calculations to include: a finalised drainage layout detailing the location of drainage elements, pipe diameters, levels, and long and cross sections of each element including details of any flow restrictions and maintenance/risk reducing features (silt traps, inspection chambers etc.), this should include details of the proposed Blu-roof system.

c) A plan showing exceedance flows (i.e. during rainfall greater than design events or during blockage) and how property on and off site will be protected from increased flood risk.

d) Details of drainage management responsibilities and maintenance regimes for the drainage system.

e) Details of how the drainage system will be protected during construction and how runoff (including any pollutants) from the development site will be managed before the drainage system is operational.

Reason: To ensure the design meets the national Non-Statutory Technical Standards for SuDS and the final drainage design does not increase flood risk on or off site in accordance with Policy CS6 of the Epsom and Ewell Core Strategy 2007 and Policy DM19 of the Development Management Policies 2015.

16. Prior to the first occupation of the development, a verification report carried out by a qualified drainage engineer must be submitted to and approved by the Local Planning Authority. This must demonstrate that the drainage system has been constructed as per the agreed scheme (or detail any minor variations), provide the

details of any management company and state the national grid reference of any key drainage elements (surface water attenuation devices/areas, flow restriction devices and outfalls) and confirm any defects have been rectified.

Reason: To ensure the Drainage System is constructed to the National Non-Statutory Technical Standards for SuDS in accordance with Policy CS6 of the Epsom and Ewell Core Strategy 2007 and Policy DM19 of the Development Management Policies 2015.

17. Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, in consultation with the Environment Agency and Thames Water, which may be given for those parts of the site where it has been demonstrated by a piling risk assessment that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To protect the underlying groundwater from the risk of pollution, in accordance with Policy DM17 (of the Development Management Policies and the requirements of the NPPF 2023).

18. No infiltration of surface water drainage into the ground is permitted other than with the written consent of the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To protect the underlying groundwater from the risk of pollution, in accordance with Policy DM17 (of the Development Management Policies and the requirements of the NPPF 2023).

19. Unless otherwise agreed by the Local Planning Authority, the following must be undertaken prior to occupation of the new development, in accordance with current best practice guidance:

a) a site investigation and risk assessment to determine the existence, extent and concentrations of any made ground/fill, ground gas (including volatile hydrocarbons) and contaminants (including asbestos) with the potential to impact sensitive receptors on and off site. The scope and detail of these are subject to the approval in writing by the local planning authority. The results of the investigation and risk assessment shall be submitted to and approved by the Local Planning Authority.

b) if ground/groundwater contamination, filled ground and/or ground gas is found to present unacceptable risks, a detailed scheme of risk management measures shall be designed and submitted to the Local Planning Authority for approval. The site shall be remediated in accordance with the approved measures and a verification report shall be submitted to and approved by the Local Planning Authority.

c) if, during the course of development, any contamination is found which has not been identified in the site investigation, additional measures for the remediation of

this source of contamination shall be submitted to and approved in writing by the local planning authority. The remediation of the site and verification report shall incorporate the approved additional measures.

Reason: To control significant harm from land contamination to human beings, controlled waters, buildings and ecosystems as required by Policy DM10 of the Development Management Policies Document 2015.

20. The development hereby permitted shall be constructed in accordance with the identified mitigation outlined in the submitted Noise and Vibration Assessment, prepared by Entran, dated June 2022. Prior to occupation of the site, the applicant shall submit evidence to the local planning authority that this mitigation has been installed and/or commissioned as necessary.

Reason: To ensure the occupiers of the development are not unduly affected by noise disturbance in accordance with Policy DM10 of the Development Management Policies 2015.

21. Works related to the construction of the development hereby permitted, including works of demolition or preparation prior to building operations shall not take place other than between the hours of 08.00 to 18.00 hours Mondays to Fridays; 08.00 to 13.00 hours Saturdays; with no work on Saturday afternoons (after 13.00 hours), Sundays, Bank Holidays or Public Holidays.

Reason: In order to safeguard the amenities of the occupiers of neighbouring properties in accordance with Policy DM10 of the Development Management Policies Document 2015.

22. No development shall take place until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work, to be conducted in accordance with a written scheme of investigation which has been submitted to and approved, in writing, by the Local Planning Authority.

Reason: To ensure archaeological investigation recording in accordance with Policy DM8 of the Development Management Policies Document 2015.

23. The development hereby permitted shall be carried out in strict accordance with the recommendation set out in Section 6.0 of the Bat Survey Report, prepared by Ethos and dated July 2019.

Reason: To preserve and enhance biodiversity and habitats in accordance with Policy CS3 of the Core Strategy 2007) and Policy DM4 of the Development Management Policies 2015.

24. No development shall commence on site until details of the siting and scale of bird boxes and bat boxes are submitted to and approved by the Local Planning Authority. The bird boxes and bat boxes shall be installed in accordance with the agreed details prior to the first occupation of the proposed development.

Reason: To preserve and enhance biodiversity and habitats in accordance with

Policy CS3 of the Core Strategy 2007 and Policy DM4 of the Development Management Policies 2015.

25. The development shall be carried out in strict accordance with the sustainable design measures contained in the Design and Access Statement, prepared by DAP Architecture Ltd and dated June 2022, prior to the first occupation of the building, and shall be maintained as such thereafter and no change shall take place without the prior written consent of the local planning authority.

Reason: To ensure that measures to make the development sustainable and efficient in the use of energy, water and materials are included in the development in accordance with Policy CS6 of the Core Strategy 2007.

26. All dwellings hereby approved shall comply with Regulation 36 (2)(b) and Part G2 of the Building Regulations - Water Efficiency

Reason: In order to comply with Policy CS6 of the Core Strategy 2007 and Policy DM12 of the Development Management Policies 2015.

27. All non-CHP space and hot water fossil fuel (or equivalent hydrocarbon based fuel) boilers installed as part of the development must achieve dry NO_x emission levels equivalent to or less than 30 mg/kWh.

Reason: To protect air quality and people's health by ensuring that the production of air pollutants, such as nitrogen dioxide and particulate matter, are kept to a minimum during the course of building works and during the lifetime of the development. To contribute towards the maintenance or to prevent further exceedances of National Air Quality Objectives, in accordance with Policy DM10 of the Development Management Policies Document 2015.

Informatives

1. In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies in the Core Strategy, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.
2. Your attention is drawn to the need to comply with the relevant provisions of the Building Regulations, the Building Acts and other related legislation. These cover such works as - the demolition of existing buildings, the erection of a new building or structure, the extension or alteration to a building, change of use of buildings, installation of services, underpinning works, and fire safety/means of escape works. Notice of intention to demolish existing buildings must be given to the Council's Building Control Service at least 6 weeks before work starts. A completed application form together with detailed plans must be submitted for

approval before any building work is commenced.

3. The Party Wall Act 1996 requires a building owner to notify, and obtain formal agreement from, any adjoining owner, where the building owner proposes to:

carry out work to an existing party wall;
build on the boundary with a neighbouring property;
in some circumstances, carry out groundwork's within 6 metres of an adjoining building.

Notification and agreements under this Act are the responsibility of the building owner and are quite separate from Building Regulations, or Planning Controls. The Building Control Service will assume that an applicant has obtained any necessary agreements with the adjoining owner, and nothing said or implied by the Council should be taken as removing the necessity for the building owner to comply fully with the Party Wall Act. Further information and advice is to be found in "The Party Walls etc. Act 1996 - Explanatory Booklet".

4. The scheme to implement waiting restrictions or other relevant works to regulate or restrict the operation of the highway shall first require a Traffic Regulation Order or Notice prior to use. The alteration of the Traffic Regulation Order or creation of a new Order or Notice is a separate statutory procedure which must be processed at the applicant's expense prior to any alterations being made. In the event that the implementation of waiting restrictions or other works requiring an Order or Notice is not successful due to unresolved objections the applicant shall submit an alternative scheme to the Local Planning Authority for its approval prior to first occupation of the development. Any alternative scheme or works shall be implemented prior to the occupation of any dwellings to the satisfaction of the Local Planning Authority.
5. Notwithstanding any permission granted under the Planning Acts, no signs, devices or other apparatus may be erected within the limits of the highway without the express approval of the Highway Authority. It is not the policy of the Highway Authority to approve the erection of signs or other devices of a non-statutory nature within the limits of the highway.
6. The permission hereby granted shall not be construed as authority to carry out any works (including Stats connections/diversions required by the development itself or the associated highway works) on the highway or any works that may affect a drainage channel/culvert or water course. The applicant is advised that a permit and, potentially, a Section 278 agreement must be obtained from the Highway Authority before any works are carried out on any footway, footpath, carriageway, verge or other land forming part of the highway. All works (including Stats connections/diversions required by the development itself or the associated highway works) on the highway will require a permit and an application will need to be submitted to the County Council's Street Works Team up to 3 months in advance of the intended start date, depending on the scale of the works proposed and the classification of the road. Please see <http://www.surreycc.gov.uk/roadsand-transport/road-permits-and-licences/the-traffic-management-permitscheme>.

The applicant is also advised that Consent may be required under Section 23 of the Land Drainage Act 1991. Please see www.surreycc.gov.uk/people-and-community/emergency-planning-andcommunity-safety/floodingadvice.

7. The developer is reminded that it is an offence to allow materials to be carried from the site and deposited on or damage the highway from uncleaned wheels or badly loaded vehicles. The Highway Authority will seek, wherever possible, to recover any expenses incurred in clearing, cleaning or repairing highway surfaces and prosecutes persistent offenders. (Highways Act 1980 Sections 131, 148, 149).
8. The developer is advised that as part of the detailed design of the highway works required by the above condition, the County Highway Authority may require necessary accommodation works to street lights, road signs, road markings, highway drainage, surface covers, street trees, highway verges, highway surfaces, surface edge restraints and any other street furniture/equipment.
9. Piling can result in risks to groundwater quality by mobilising contamination when boring through different bedrock layers and creating preferential pathways. Thus, it should be demonstrated that any proposed piling will not result in contamination of groundwater. If Piling is proposed, a Piling Risk Assessment must be submitted, written in accordance with EA guidance document "Piling and Penetrative Ground Improvement Methods on Land Affected by Contamination: Guidance on Pollution Prevention. National Groundwater & Contaminated Land Centre report NC/99/73".
10. A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk.

Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

11. Thames Water would advise that if the developer follows the sequential approach to the disposal of surface water we would have no objection. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. Should you require further information please refer to our website. <https://developers.thameswater.co.uk/Developing-a-large-site/Apply-andpay-for-services/Wastewater-services>
12. There are public sewers crossing or close to your development. If you're planning significant work near our sewers, it's important that you minimize the risk of damage. We'll need to check that your development doesn't limit repair or

maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>.

13. The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water at developer.services@thameswater.co.uk
14. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
15. There are water mains crossing or close to your development. Thames Water do NOT permit the building over or construction within 3m of water mains. If you're planning significant works near our mains (within 3m) we'll need to check that your development doesn't reduce capacity, limit repair or maintenance activities during and after construction, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes. <https://developers.thameswater.co.uk/Developing-a-large-site/Planningyour-development/Working-near-or-diverting-our-pipes>
16. Sub ground structures should be designed so they do not have an adverse effect on groundwater.
17. Network Rail requests the applicant / developer engages Network Rails Asset Protection and Optimisation (ASPRO) team prior to works commencing. This will allow our ASPRO team to review the details of the proposal to ensure that the works can be completed without any risk to the operational railway. The applicant / developer may be required to enter into an Asset Protection Agreement to get the required resource and expertise on-board to enable approval of detailed works. To start the process with our Asset Protection team, the applicant / developer should use the Asset Protection Customer Experience (ACE) system found on Network Rails Asset Protection website (<https://www.networkrail.co.uk/running-the-railway/looking-after-the-railway/asset-protection-and-optimisation/>). This website also provides more information about our Asset Protection team and the services they offer.
18. The application site is adjacent to Network Rail land required for the future delivery of Crossrail 2 which would mean a higher frequency of trains operating out of Epsom Station than at present.

19. Compliance with the Building Regulations 2010 will normally ensure compliance with the Fire Safety Order in respect of means of warning and escape in case of fire. However, the responsible person is advised to carry out a fire risk assessment of the proposals at this stage,
to identify any risks that might require remedial measures when the premises is occupied, as a result of the nature of the occupancy and/or processes carried on there. Any such measures that are identified should be incorporated into the current design
20. Your attention is drawn to the series of publications produced by the Department for Communities and Local Government (CLG), which provides information for the responsible person about the Fire Safety Order.
21. Responsibility for ensuring that a building is provided with appropriate fire safety arrangements rests with the responsible person, once the building is occupied. The responsible person should, therefore, ensure that the fire safety arrangements in place are adequate and comply fully with the requirements of the Fire Safety Order.
22. Fire safety information in accordance Regulation 38 of the Building Regulations should be provided to the responsible person at the completion of the project or when the building or extension is first occupied. This information should take the form of a fire safety manual and form part of the information package that contributes to the fire risk assessment that will need to be carried out under the Regulatory Reform (Fire Safety) Order 2005.
23. Passive fire protection measures, particularly fire stopping, fire barriers and fire resisting compartmentation, restricts the spread of smoke and fire through a building through hidden areas such as voids. It is recommended that careful attention is given to this detail during construction. Certification of this work can be beneficial to confirm the suitability of the structure to meet its performance requirement lay out in this design application.
24. Surrey Fire and Rescue Service (SFRS) would strongly recommend that consideration is given to the installation of AWSS (ie; Sprinklers, Water Mist etc) as part of a total fire protection package to: protect life; protect property, heritage, the environment and our climate; help promote and sustain business continuity; and permit design freedoms and encourage innovative, inclusive and sustainable architecture.
25. The use of AWSS can add significant benefit to the structural protection of buildings in the event of a fire. Other benefits include supporting business recovery and continuity if a fire happens. SFRS are fully committed to promoting Fire Protection Systems for both business and domestic premises.
26. The applicant is advised that prior to the first occupation of any part of the development hereby approved, details of the measures to be incorporated within the development to minimise the risk of crime to a level that would achieve Secured by Design accreditation shall be submitted to and approved in writing by the Local Planning Authority. The security measures shall be installed within each

dwelling, in accordance with the approved details prior to the occupation of that dwelling and confirmation that Secured by Design accreditation has been achieved shall be submitted to and approved in writing by the Local Planning Authority within 3 months of the occupation of the final dwelling. The development shall be retained as such thereafter.

Dated: 14 November 2023

Signed:



Interim Head of Place Development

Your attention is drawn to the notes below and any accompanying letter(s).

Notes for the applicant

This proposal may be liable for the Community Infrastructure Levy (CIL). This is payable to the Borough Council, as the local collecting authority, before development on application 22/01294/FUL is started.

If CIL is liable we will shortly contact all relevant interested parties and serve them with a Liability Notice. This will identify the parties, the scale of liability, how it was calculated, when it will be due for payment and the opportunities to claim relief. Should you wish to claim relief from CIL you must make an application to us before any work starts on site. There is no automatic exemption from the CIL and it is not possible to make a retrospective claim once work has started.

The party liable to pay CIL must assume liability before any work starts; they must also provide us with a valid [Commencement Notice](#). If this is not provided we will impose surcharges and require immediate payment.

Please contact us on 01372 732000 if you have questions about CIL, before work commences.

This permission relates only to planning legislation. It is your responsibility to seek authorisation required under other legislation. Please contact Customer Services on 01372 732000 for further advice.

In particular, Building Regulations approval may be required for this work. Applicants are advised to contact the Building Control Service at the Town Hall, Epsom, (telephone 01372 732000) to ascertain whether it is necessary for permission to be given under the building regulations.

Attention is drawn to Section 20 of the Surrey Act 1985 which requires that when a building is erected or extended, proper provision shall be made for the fire brigade to have means of access to the buildings and any neighbouring building.

Appeals to the Secretary of State

If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development, or to grant it subject to conditions, then you may appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990 within the following timescales:

Householder applications

If you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice

Full applications

If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice

Enforcement applications (land already the subject of an enforcement notice)

A planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.

Enforcement applications (land which has an enforcement notice served)

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice whichever period expires earlier.

Appeals must be made using a form which you can get from the Secretary of State online at <https://www.gov.uk/planning-inspectorate> or by writing to Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (tel: 0303 444 5000).

The Secretary of State can allow a longer period for the giving of a notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order, and to any directions given under a development order.

Purchase Notices

If either the local planning authority or the Secretary of State refuse permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of reasonably beneficial use by the carrying out of any development which has

been or would be permitted.

In these circumstances the owner may serve a purchase notice on the Council. This notice will require the Council to purchase the owner's interest in the land in accordance with the provision of the Town and Country Planning Act 1990.

SCHEDULE 2

OWNER'S OBLIGATIONS TO THE BOROUGH COUNCIL

The Owner covenants with the Borough Council so as to bind the Obligation Land as follows:

Part 1: Notices

1. To provide written notification to the Borough Council of:
 - 1.1 the intended date of Commencement no later than 5 Working Days in advance;
 - 1.2 the actual date of Commencement no later than 5 Working Days after its occurrence;
 - 1.3 the date of anticipated disposal of the first Dwelling no later than 5 Working Days in advance;
 - 1.4 the date of actual disposal of the first Dwelling no later than 5 Working Days after its occurrence;
 - 1.5 the date of actual disposal of the 6th (sixth) Dwelling no later than 5 Working Days after its occurrence; and
 - 1.6 the date of actual disposal of the 12th (twelfth) Dwelling no later than 5 Working Days after its occurrence.

Part 2: Affordable Housing

1. Prior to first Occupation of more than 10 (ten) Market Dwellings to:
 - 1.1 construct all of the Affordable Housing Units to Completion in accordance with the Affordable Housing Plan; and
 - 1.2 transfer all of the Affordable Housing Units to an Affordable Housing Provider (subject to the operation of paragraphs 5 and 7).
2. Not to first Occupy or cause or permit the first Occupation of any more than 10 (ten) of the Market Dwellings unless and until all of the Affordable Housing Units have been:
 - 2.1 constructed and Completed in accordance with the Affordable Housing Plan; and
 - 2.2 transferred to an Affordable Housing Provider (subject to the operation of paragraphs 5 and 7).
3. To ensure that the Affordable Housing Units shall be retained and Occupied as Affordable Housing in accordance with the Affordable Housing Plan by Qualifying Persons for the lifetime of the Development in accordance with and subject to the provisions of this **Part 2** but subject also to the operation of paragraphs 5 and 7.
4. Prior to the Commencement of Development, to notify the Borough Council of its intended Affordable Housing Provider and enter into negotiations with such Affordable Housing Provider for the sale and purchase of the Affordable Housing Units and shall use reasonable endeavours to enter into a binding contract with the Affordable Housing Provider for the sale and purchase of the Affordable Housing Units and any Additional Affordable Housing Units within a period of 6 months from the commencement of those negotiations PROVIDED THAT the Owner may enter into negotiations with a second or subsequent Affordable Housing Provider if negotiations with the first are not successful.
5. In the event the Owner has not entered into a binding contract with an Affordable Housing Provider for the sale and purchase of any or all of the Affordable Housing Units in accordance with **paragraph 4** of this **Part 2** within 12 months of Commencement of Development it

shall notify the Borough Council (such notification to include evidence of the Owner's reasonable endeavours to enter into a binding contract with an Affordable Housing Provider).

6. If the Borough Council (acting reasonably) is satisfied that the notification provided pursuant to **paragraph 5** of this **Part 2** demonstrates that the Owner has used reasonable endeavours to enter into a binding contract with an Affordable Housing Provider, it shall accept an Affordable Housing Contribution as payment in lieu of those Affordable Housing Units not transferred to an Affordable Housing Provider (with an equal amount attributable to each unit) PROVIDED THAT the Owner shall provide any Affordable Housing Units in respect of which a contract is entered into.
7. In the event an Affordable Housing Contribution is payable in accordance with **paragraph 6** of this **Part 2**, it shall be paid in full to the Borough Council prior to first Occupation of any more than 10 (ten) of the Dwellings and the Owner shall be entitled to dispose of the Dwellings that would have been Affordable Housing Units as Market Dwellings and the provisions relating to Affordable Housing in this Agreement shall no longer apply to such Dwellings and for the avoidance of doubt the terms of this Part 2 of Schedule 2 shall continue to apply to those Affordable Housing Units which are transferred to the Affordable Housing Provider.
8. Not to Occupy or cause or permit Occupation of an Affordable Rented Unit as shown on the Affordable Housing Plan unless and until the Affordable Housing Provider has granted 100% nomination rights on initial lettings and 75% on subsequent lettings to the Borough Council on any occasion that any Affordable Rented Unit becomes available for Occupation.
9. For the period of six (6) months following the transfer of the Shared Ownership Unit (as shown on the Affordable Housing Plan) to the Affordable Housing Provider to procure that:
 - 9.1 the Shared Ownership Unit is disposed only to Qualifying Persons who at the time of their application to purchase the Shared Ownership Unit live and/or work within the Borough Council's administrative area; and
 - 9.2 reasonable endeavours are used to enter into binding contracts for the disposal of the Shared Ownership Unit to such Qualifying Persons.
10. If, following the six (6) month period specified in **paragraph 9** of this **Part 2**, binding contracts have not been entered into with such Qualifying Persons for the disposal of the Shared Ownership Unit shown on the Affordable Housing Plan to procure that all relevant correspondence has been provided to the Borough Council demonstrating that reasonable endeavours have been used to enter into such binding contracts.
11. Following confirmation from the Borough Council that it is satisfied with the information provided pursuant to **paragraph 10** of this **Part 2** (which shall not be unreasonably withheld or delayed) then the remaining Shared Ownership Unit may be marketed and disposed to Qualifying Persons whether or not they live and/or work within the Borough Council's administrative area.
12. To ensure that each and every disposal of a Shared Ownership Unit as shown on the Affordable Housing Plan shall be to a Qualifying Person.
13. The obligations in this **Part 2** relating to any Affordable Housing Unit (or Additional Affordable Housing Unit, if provided pursuant to **Part 3** of this **Schedule 2**) shall not be binding on:
 - 13.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees (including administrative receivers); or
 - 13.2 any Chargee or any successor in title to any Chargee provided that the Chargee shall have first complied with the provisions set out in **paragraph 14** of this **Part 2**; or

- 13.3 any purchaser from a mortgagee of an individual Affordable Housing Unit (or Additional Affordable Housing Unit, if provided pursuant to **Part 3** of this **Schedule 2**) pursuant to any default by the individual mortgagor.
14. Any Chargee shall prior to seeking to dispose of the Affordable Housing Units (or Additional Affordable Housing Units, if provided pursuant to **Part 3** of this **Schedule 2**) pursuant to any default under the terms of its mortgage or charge shall:
 - 14.1 give notice to the Borough Council of its intention to dispose and in the event the Borough Council responds within two months from the receipt of such notice indicating arrangements for the transfer of the Affordable Housing in such a manner so as to safeguard the provision of Affordable Housing and upon terms that protect the interest of the Chargee in respect of monies outstanding under the charge or mortgage then the Chargee shall cooperate with such arrangements and secure such a transfer;
 - 14.2 if the Borough Council has not served a response to the Chargee's notice under **paragraph 14.1** of this **Part 2** within the two month period specified, then the Chargee shall be entitled to dispose free of the restrictions set out in this **Part 2**; and
15. if the Borough Council or any person nominated by the Borough Council cannot within two months' of the service of the Borough Council's response under **paragraph 14.1** of this **Part 2** or within 3 months of the Owner's notice to the Borough Council under **paragraph 14.1** of this **Part 2** (whichever is the earlier) complete such transfer then provided that the Chargee shall have complied with the requirements of **paragraph 14.1** of this **Part 2**, the Chargee shall be entitled to dispose of the applicable Affordable Housing Units (or Additional Affordable Housing Unit, if provided pursuant to **Part 3** of this **Schedule 2**) free of the restrictions set out in this **Part 2**.

Part 3: Viability Review

1. In the event that Substantial Commencement has not occurred on or prior to the Target Date then no earlier than the Target Date but prior to the first Occupation of any Dwellings the Owner shall submit to the Borough Council a Viability Review in accordance with **paragraph 2** of this **Part 3**.
2. The Viability Review to be submitted pursuant to **paragraph 1** of this **Part 3** shall comprise a review of the Viability Assessment and shall:
 - 2.1 be carried out by a person approved by the Borough Council in advance (acting reasonably);
 - 2.2 use the same form and methodology as the Viability Assessment unless otherwise agreed by the Borough Council and the Owner (both parties acting reasonably);
 - 2.3 use the same land value as the Viability Assessment (for the purposes only of establishing land value at the Planning Application stage);
 - 2.4 include reference to actual costs and fees incurred where appropriate (supported by documentary evidence);
 - 2.5 identify and include any abnormal costs identified since the Viability Assessment was submitted;
 - 2.6 take account of the extent to which Affordable Housing Units remain to be provided as part of the Development or whether an Affordable Housing Contribution is to be paid;
 - 2.7 identify the Surplus (if any), and detail the proposed quantum of Additional Affordable Housing Units and/or the Additional Affordable Housing Contribution calculated pursuant to paragraph 6,

and any changes from the data included in the Viability Assessment shall be fully explained and supported by evidence.

3. The Owner shall reimburse the Borough Council its reasonable and properly incurred costs in carrying out an assessment of the Viability Review within 28 days of a written request for the same.
4. In the event that the outcome of the Viability Review is that there is a Surplus and that such Surplus would enable the provision of an exact whole number of Additional Affordable Housing Units as part of the Development (up to a maximum of 2 (two)), the Owner shall provide the quantum of Additional Affordable Housing Units specified in the Surplus in accordance with **paragraphs 7 to 11** of this **Part 3** and for the avoidance of doubt the provisions of **paragraphs 13 to 14** (inclusive) of **Part 2** of this **Schedule 2** shall apply to any Additional Affordable Housing Units provided pursuant to this **paragraph 4**.
5. In the event that the outcome of the Viability Review is that there is a Surplus and that such Surplus would enable the provision of a partial number (in excess of 1 but not exceeding 2) of Additional Affordable Housing Units as part of the Development, the Owner shall:
 - 5.1 provide the quantum of whole Additional Affordable Housing Units specified in the Surplus as part of the Development in accordance with **paragraphs 7 to 11** of this **Part 3** and for the avoidance of doubt the provisions of **paragraphs 13 to 14** (inclusive) of **Part 2** of this **Schedule 2** shall apply to any Additional Affordable Housing Units provided pursuant to this **paragraph 4**; and
 - 5.2 pay an Additional Affordable Housing Contribution to the Borough Council in respect of the part of the Surplus that represents a partial Additional Affordable Housing Unit such sum to be paid prior to the first Occupation of the 12th (twelfth) Dwelling and the Owner shall not first Occupy or cause or permit the first Occupation of any more than 11 (eleven) Dwellings unless and until such Additional Affordable Housing Contribution has been paid to the Borough Council.
6. In the event that the outcome of the Viability Review is that there is a Surplus and that such Surplus would not enable the provision of any whole Additional Affordable Housing Units as part of the Development, the Owner shall pay an Additional Affordable Housing Contribution as specified in the Surplus to the Borough Council prior to the first Occupation of the 12th (twelfth) Dwelling and shall not first Occupy or cause or permit the first Occupation of any more than 11 (eleven) Dwellings unless and until the Additional Affordable Housing Contribution has been paid to the Borough Council.
7. Where a Surplus has been identified that enables the provision of one or more Additional Affordable Housing Units the Owner shall:
 - 7.1 submit the mix, tenure and location of the Additional Affordable Housing Units to the Borough Council and secure its approval prior to first Occupation of any more than 10 (ten) Market Dwellings.
 - 7.2 not first Occupy or cause or permit the first Occupation of any more than 10 (ten) of the Market Dwellings unless and until the mix, tenure and location of the Additional Affordable Housing Units has been approved by the Borough Council ("Approved Additional Affordable Housing Scheme").
 - 7.3 construct all of the Additional Affordable Housing Units to Completion in accordance with the details approved pursuant to paragraph 7.1 above and transfer those Additional Affordable Housing Units to an Affordable Housing Provider prior to the first Occupation of any more than 15 (fifteen) of the Market Dwellings (subject to the provision of paragraphs 11 to 12 of this Part 3 of Schedule 2).
8. The Owner shall not first Occupy or cause or permit the first Occupation of any more than 15 (fifteen) of the Market Dwellings unless and until all of the Additional Affordable Housing Units have been:
 - 8.1 Constructed and Completed in accordance with the details approved pursuant to paragraph 7.1 above; and

- 8.2 Transferred to an Affordable Housing Provider (subject to the provision of paragraphs 10 to 12).
9. The Owner shall ensure that the Additional Affordable Housing Units provided pursuant to this Part 3 of Schedule 2 shall be retained and Occupied as Affordable Housing in accordance with the Affordable Housing Plan by Qualifying Persons for the lifetime of the Development and:
 - 9.1 the provisions of paragraph 8 of Part 2 of this Schedule shall apply to any Additional Affordable Housing Unit to be provided for Affordable Rent
 - 9.2 the provisions of paragraphs 9 to 12 of Part 2 of this Schedule shall apply to any Additional Affordable Housing Units to be provided for Shared Ownership
10. Where the Viability Review identifies a Surplus that enables the provision of one or more Additional Affordable Housing Units then the Owner shall:
 - 10.1 enter into negotiations with an Affordable Housing Provider for the sale and purchase of the Additional Affordable Housing Units provided that this may be the Affordable Housing Provider with whom a contract has been entered for the transfer of the Affordable Housing Units or with whom such contract is under negotiation, or may be a separate Affordable Housing Provider and the Owner shall notify the same to the Borough Council;
 - 10.2 use reasonable endeavours to enter into a binding contract with the identified Affordable Housing Provider for the sale and purchase of the Additional Affordable Housing Units within a period of 6 months from the commencement of those negotiations or until the expiration of the period for negotiations with an Affordable Housing Provider pursuant to Paragraph 4 of Part 2 of this Schedule 2 (whichever is the later) PROVIDED THAT the Owner may enter into negotiations with a second or subsequent Affordable Housing Provider if negotiations with the first are not successful.
11. In the event the Owner has not entered into a binding contract with an Affordable Housing Provider for the sale and purchase of any or all of the Additional Affordable Housing Units in accordance with **paragraph 10** of this **Part 3** within 6 months of the commencement of those negotiations or until the expiration of the period for negotiations with an Affordable Housing Provider pursuant to Paragraph 4 of Part 2 of this Schedule 2 (whichever is the later), it shall notify the Borough Council (such notification to include evidence of the Owner's reasonable endeavours to enter into a binding contract with an Affordable Housing Provider).
12. Provided that the Borough Council (acting reasonably) is satisfied that the notification provided pursuant to **paragraph 11** of this **Part 3** demonstrates that the Owner has used reasonable endeavours to enter into a binding contract with an Affordable Housing Provider, the Owner shall make payment of an Additional Affordable Housing Contribution in respect of those Additional Affordable Housing Units not transferred to an Affordable Housing Provider prior to the first Occupation of any more than 10 (ten) of the Dwellings and following payment of such Additional Affordable Housing Contribution the restrictions relating to Affordable Housing in this Agreement shall no longer apply to such Dwellings.
13. The total of the Additional Affordable Housing Contribution due to be paid to the Borough Council pursuant to this Part 3 of Schedule 2 shall, when added to the value of the Affordable Housing Units provided, the Affordable Housing Contribution and taking account of the value of any Additional Affordable Housing Units provided on site as part of the Development pursuant to this Part 3 of Schedule 2, not exceed the Review Cap.
14. In the event that there is a dispute as to:
 - 14.1 whether Substantial Commencement has occurred on or prior to the Target Date; and/or
 - 14.2 the outcome of the Viability Review; and/or

- 14.3 the Surplus, the provision of any Additional Affordable Housing Units and/or the quantum of the Additional Affordable Housing Contribution,
- the matter shall be referred to dispute resolution in accordance with **clause 9**.
15. For the avoidance of doubt, if Substantial Commencement occurs on or prior to the Target Date then the provisions at **paragraphs 1 to 13** of this **Part 3** shall thereafter determine and cease to be of any effect.

Part 4: Tree Planting Contribution

1. To pay the Tree Planting Contribution to the Borough Council prior to the Commencement of Development and not to Commence the Development or cause or permit the Commencement of Development unless and until the Tree Planting Contribution has been paid to the Borough Council.

Part 5: Loading Bay

1. To enter into a Highways Agreement with the County Council on commencement of construction of the Development and prior to first Occupation of any Dwellings for the construction of the Loading Bay in accordance with the Loading Bay Plan.
2. To complete the Loading Bay and make it available for use to serve the Development in accordance with the Highways Agreement to which **paragraph 1** of this **Part 5** refers and the Loading Bay Plan prior to first Occupation of any Dwellings.
3. Not to first Occupy any Dwellings unless and until:
- 3.1 the Highways Agreement to which **paragraph 1** of this **Part 5** refers has been entered into; and
- 3.2 the Loading Bay has been constructed and is available for use to serve the Development in accordance with such Highways Agreement and the Loading Bay Plan.

SCHEDULE 3

OWNER'S OBLIGATIONS TO THE COUNTY COUNCIL

The Owner covenants with the County Council so as to bind the Obligation Land as follows:

Part 1: Notices

1. To provide written notification to the County Council of:
 - 1.1 the intended date of Commencement no later than 5 Working Days in advance;
 - 1.2 the actual date of Commencement no later than 5 Working Days after its occurrence;
 - 1.3 the date of anticipated disposal of the first Dwelling no later than 5 Working Days in advance;
 - 1.4 the date of actual disposal of the first Dwelling no later than 5 Working Days after its occurrence;
 - 1.5 the date of actual disposal of the 6th (sixth) Dwelling no later than 5 Working Days after its occurrence; and
2. the date of actual disposal of the 12th (twelfth) Dwelling no later than 5 Working Days after its occurrence.

Part 2: Car Club

1. Prior to first Occupation to use reasonable endeavours to:
 - 1.1 work with the County Council to agree the Car Club Space to be provided on the public highway in the vicinity of the Development;
 - 1.2 to submit a Car Club Space Plan to the County Council for approval;
 - 1.3 enter into an agreement with a Car Club Operator for two years to operate and run the Car Club from the Car Club Space and to provide a copy of the said agreement to the Borough Council; and
 - 1.4 to work with the County Council so that the the Car Club Space is available to the Car Club Operator for the purposes of operating the Car Club.
2. Not to first Occupy or cause or permit the first Occupation of a Dwelling until such time as:
 - 2.1 the Car Club Space Plan has been approved by the County Council;
 - 2.2 the Car Club Space has been provided in accordance with the Car Club Space Plan;
 - 2.3 an agreement has been entered into with the Car Club Operator for two years to operate and run the Car Club from the Car Club Space including 'pump priming' and a copy of the said agreement has been provided to the County Council; and
 - 2.4 the Car Club Space has been made available to the Car Club Operator for the purposes of operating the Car Club

PROVIDED THAT in the event the County Council is not able to specify the location for the Car Club Space and/or not make it available within twelve months of the Owner notifying the County Council that it seeks to Occupy the Development, then this Part 2 shall no longer apply.

3. To provide one free membership of a Car Club for each Dwelling for a period of two years following first Occupation of the relevant Dwelling.
4. To provide £50 (fifty pounds) of free travel for the first user in each Dwelling using the Car Club.
5. To procure that the contract with the Car Club Operator provides that all vehicles provided as part of the Car Club are comprehensively insured with a reputable insurance company, have road tax (where relevant) and a valid MOT Certificate (where relevant).

SCHEDULE 4

THE COUNCILS' OBLIGATIONS TO THE OWNER

1. The Borough Council covenants with the Owner:
 - 1.1 in the event an Affordable Housing Contribution is payable pursuant to **Part 3** of **Schedule 2**, to use any and all payments received by the Owner towards the provision of Affordable Housing within the Borough Council's administrative area;
 - 1.2 to apply the Tree Planting Contribution for the purpose specified in this Agreement and for no other purposes whatsoever; and
 - 1.3 to repay to the party that paid the Tree Planting Contribution to the Borough Council any part which is unspent or uncommitted after the expiry of 10 (Ten) years from the date of receipt of each respective payment.
2. The County Council covenants with the Owner:
 - 2.1 to use reasonable endeavours to enter into a Highways Agreement with the Owner to facilitate the provision of the Loading Bay in accordance with **Part 5** of **Schedule 2**.

Executed as a **Deed** by affixing the
common seal of
EPSOM & EWELL BOROUGH COUNCIL
in the presence of:

Authorised Signatory

Executed as a Deed by affixing the
common seal of
SURREY COUNTY COUNCIL
in the presence of:

Authorised Signatory

Executed as a **Deed** by
ANDREW ROWLEY MCLELLAND
in the presence of:

.....
Andrew Rowley McLelland

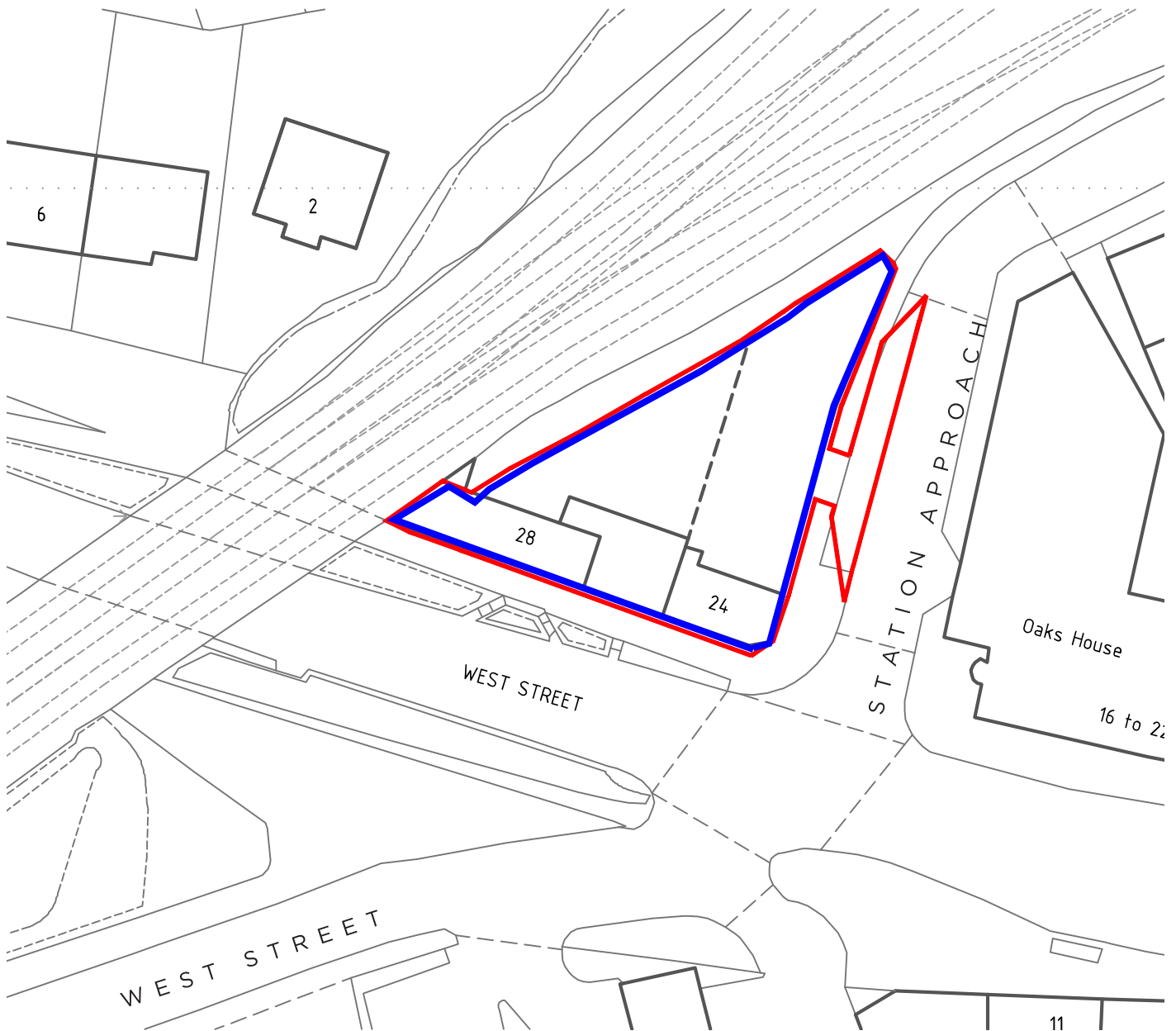
Witness signature:.....
Witness name:
Witness address:

Executed as a **Deed** by
QUANTA HOMES 3 LIMITED
acting by....., a Director
in the presence of:

Witness signature:.....
Witness name:
Witness address:

APPENDIX 1

PLAN



AS EXISTING SITE BLOCK PLAN



24-28 WEST STREET
AS EXISTING SITE BLOCK PLAN
24-28 WEST STREET
EPSOM, SURREY
KT18 7RJ
QUANTA HOMES LIMITED
24/05/2022 1:500@A4 Project#1834

002.00
www.daparchitecture.co.uk

APPENDIX 2
AFFORDABLE HOUSING PLAN

The copyright of all designs, drawings, schedules, specifications and any other documentation prepared by DAP Architecture Ltd in relation to this project shall remain the property of DAP Architecture Ltd, and must not be reproduced without prior written consent.

Affordable
Rented Unit

Shared
Ownership Unit

STATION APPROACH

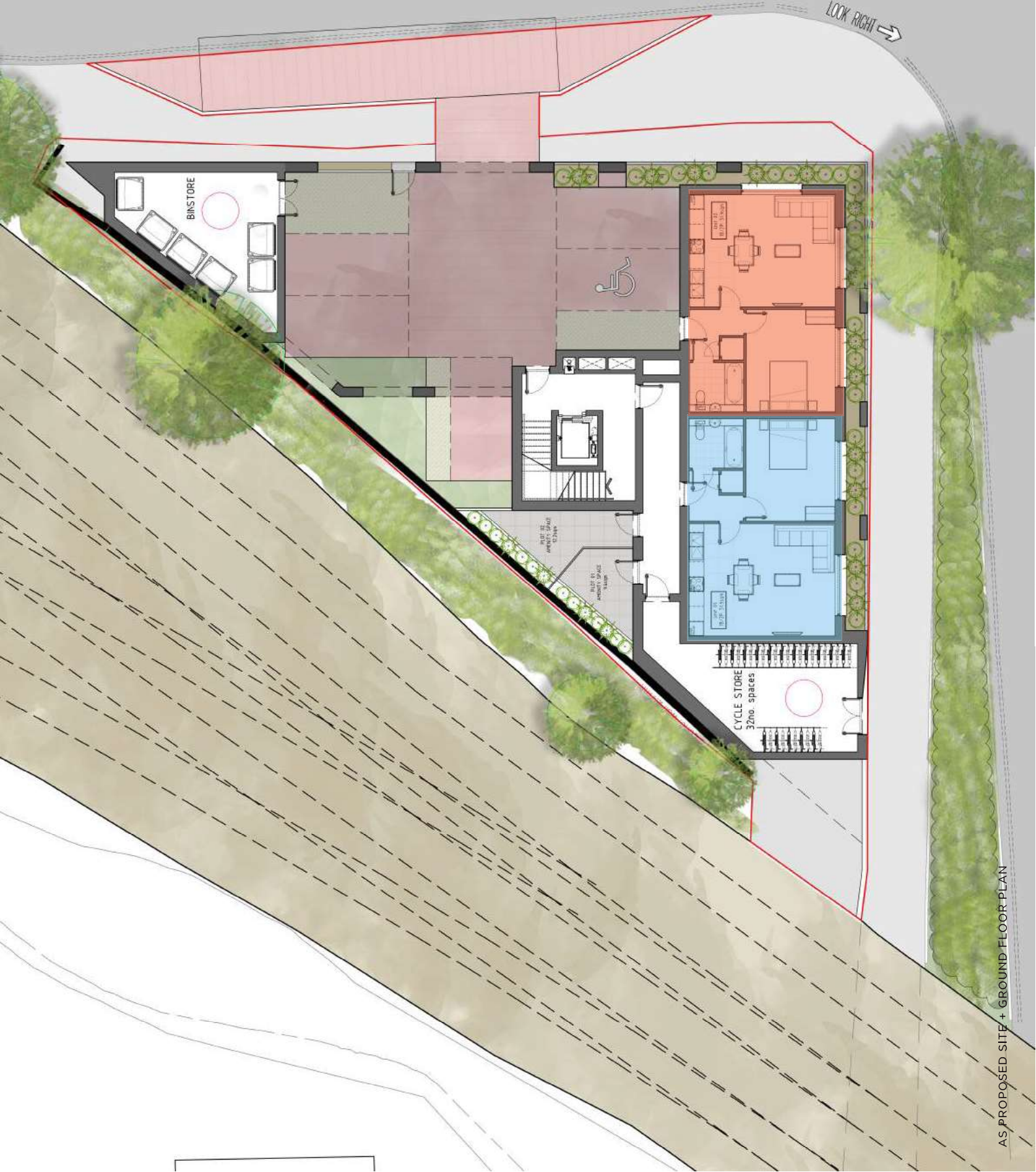


LOOK RIGHT →



24-28 WEST STREET
PROPOSED GF + SITE PLAN
EPSOM
SURREY
KT18 7RG
QUANTA HOMES LTD.
13.06.2022 1:100@A2 PROJECT 1834

300.01
www.daparchitecture.co.uk



AS PROPOSED SITE + GROUND FLOOR PLAN

APPENDIX 3

LOADING BAY PLAN

APPENDIX 4

PAYMENT NOTICE

Payment Notice

To be sent to:

Chief Legal Officer, Legal Services, Epsom & Ewell Borough Council, Town Hall, The Parade, Epsom, KT18 5BY

Ref: []

Payment of monies due under a S106 Agreement

Please answer all the questions. Each payment of a contribution head must be set out in a separate Payment Notice.

	Question	Response
1	Payment made by/on behalf of:	
2	Land at/Site address:	
3	Agreement Dated:	
4	Obligation in Agreement:	
5	Clause no:	
6	Contribution towards:	
7	Amount of contribution due:	
8	Date upon which contribution is/was due:	
9	Indexation completed and added, state amount:	
10	Interest added because payment late and state amount:	
11	Total amount of Contribution enclosed:	

Official Use:	
Date R'cd:	Confirmation of R'ct out:
Notifications out:	
Interest/ Indexation Outstanding:	