

DATED 28th April 2025

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF LAMBETH**

and

SUNNYHILL ROAD LIMITED

Deed of agreement pursuant to Section 106 of the Town and Country Planning Act 1990
and other powers in relation to land at 124 Sunnyhill Road, London, SW16 2UN

Lambeth Legal Services
London Borough of Lambeth
Lambeth Town Hall
London SW2 1RW
LS/VF/93871

Planning Application number 24/01901/FUL

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THIS DEED is made the 28th day of April 2025

BETWEEN:-

1. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH** of Lambeth Town Hall, Brixton Hill, London, SW2 1RW ("**Council**"); and
 2. **SUNNYHILL ROAD LIMITED** (company registration number 13610630) of 124 Sunnyhill Road, London, SW16 2UN ("**Owner**")
- jointly referred to as 'the Parties'.

RECITALS:-

- A. The Owner wishes to carry out the Development upon the Site pursuant to the Planning Permission.
- B. The Owner is the freehold owner of the Site registered with freehold title absolute under Title Number 382969 at the Land Registry.
- C. The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and covenants and Undertakings under the Acts.
- D. The Council is the local planning authority by whom the planning obligations and the covenants given by the Owner in this Deed are enforceable.
- E. Having regard to the provisions of the London Plan, the Lambeth Local Plan and the planning considerations affecting the Site, the Parties to this Deed are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.
- F. The Council considers that the Development should be permitted subject to the terms of this Deed and has resolved to grant the Planning Permission by the exercise of delegated powers dated 27 February 2025.

NOW THIS DEED WITNESSETH

1. **Definitions and interpretation**

- 1.1 The following words and phrases shall (unless the context otherwise requires) have the following meanings:-

| | |
|----------------------------------|---|
| "1990 Act" | the Town and Country Planning Act 1990 and any statutory amendment, variation, substitution or re-enactment thereof |
| "Acts" | section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974 and section 1 of the Localism Act 2011 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other statutory powers and acts pursuant to which the Parties hereto shall be empowered to enter into this Deed |
| "Application" | the application for planning permission for the Development received by the Council that has been allocated reference number 24/01901/FUL |
| "BCIS All in Tender Price Index" | the Building Cost Information Service price index produced by RICS or if such index is no longer maintained, such replacement or alternative index as may be agreed in writing by the Council and the Owner |
| "Car Club" | a scheme which gives members access to a pool of cars or other light vehicles for flexible periods of time on a pay-as-you-drive or similar basis |
| "Car Club Membership" | membership of a Car Club for a minimum period of 3 years |
| "Car Club Operator" | an operator of a Car Club approved in writing by the Council and selected by the Owner and which has a Car Club operating within proximity to the Site |
| "CPZ" | a controlled parking zone being a parking scheme established and operated by a local authority under the Road Traffic Regulation Act 1984 in which on street parking in a respective area designated as a controlled parking zone is restricted to vehicles with parking permits issued by the London Borough of Lambeth |
| "CPZ Contribution" | the contribution of £17,500 (Seventeen thousand, five hundred pounds) towards the implementation of a CPZ in the area |
| "Cycle Hire Membership" | membership of the Cycle Hire Scheme for a minimum period of 3 years |
| "Cycle Hire Scheme" | the self-service bicycle sharing scheme operated by Transport for London (or any successor or replacement scheme from time to time) |
| "Development" | Demolition of existing property and erection of 2 storey property with roof and basement accommodation consisting of 7 (3x 3-bed, 2x 2-bed, 2x 1-bed) all with direct access to private outside amenity space and secure refuse and bicycle enclosures |

| | |
|---------------------------|---|
| "Disabled Person's Badge" | a badge in prescribed form issued by local authorities pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 for motor vehicles driven by or used for the carriage of disabled persons |
| "Expert" | a surveyor acting as an expert (being a member of the Planning Division of the RICS) with not less than 10 years recent experience in the field of town and country planning and development whose identity will be agreed between the Parties or in default of agreement appointed by or on behalf of the President for the time being of the RICS on the application of any party |
| "Head of Planning" | the Council's Director of Climate, Planning and Transport or any other officer properly exercising the authority of that person for the time being |
| "Implementation" | implementation of the Planning Permission by the carrying out of any material operation within the meaning of Section 56(2) and (4) of the 1990 Act and "Implement", "Implemented" and other cognate expressions shall be construed accordingly |
| "Monitoring Fee" | the payment by the Owner to the Council of £875 (EIGH HUNDRED AND SEVENTY FIVE POUNDS) to cover the costs of monitoring and implementing this Deed |
| "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 or occupation in relation to security operations and "Occupy", "Occupying" and "Occupier" and other cognate expressions shall be construed accordingly |
| "Owner" | the party of the second part which shall include its successors and assigns from time to time |
| "Planning Permission" | the planning permission granted pursuant to the Application |
| "Practical Completion" | practical completion as evidenced by a certificate issued by an architect or other appropriate professional acting for the Owner and the "Date of Practical Completion" shall mean the date of practical completion given in such certificate' |
| "Residential Unit" | a unit of residential accommodation provided by the Development |
| "Resident's Parking Bay" | a parking place designated by the London Borough of Lambeth by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated |
| "RICS" | the Royal Institution of Chartered Surveyors |

| | |
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| "Site" | 124 Sunnyhill Road, London, SW16 2UN being all the land shown edged red on the plan attached to this Deed at Schedule 1 as against which this Deed may be enforced |
| "TfL" | Transport for London or such successor in function from time to time |
| "Undertaking" | an undertaking pursuant to section 16 of the Greater London Council (General Powers) Act 1974 and "Undertakes" shall be construed accordingly |
| "Working Day" | any day except Saturday, Sunday and any bank or public holiday in England |

2. Construction of this Deed

- 2.1. Any covenant by the Owner or the Council not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 2.2. References to the Council in this Deed shall include successors and assigns of its statutory function from time to time.
- 2.3. Any reference to any particular statute includes any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it.
- 2.4. Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given or reached or taken by any Party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed (save where the contrary intention is indicated).
- 2.5. Where, under any of the requirements in this Deed, the approval, consent, or agreement of the Council is required the matter which requires approval, consent or agreement must be submitted in writing for such approval or agreement; and the approval, consent or agreement must be given in writing.
- 2.6. The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.7. Where reference is made to a Clause, sub-Clause, Part, Plan, Paragraph, Recital or Schedule such reference (unless the context requires otherwise) is a reference to a clause, sub-clause, part, paragraph, recital or schedule of (or in the case of plan attached to) this Deed.

- 2.8. In this Deed the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.
- 2.9. Subject to the provisions of Clause 22 nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

3. Planning obligations and covenants

- 3.1. The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and covenants and Undertakings under the Acts.
- 3.2. The planning obligations in this Deed are entered into by the Owner on the basis that, subject to Clause 3.3, they shall be enforceable by the Council against the Owner and also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an originating covenanting party in respect of the planning obligations which relate to the interest or estate for the time being held by that person PROVIDED THAT for the avoidance of doubt and only to the extent (if any) that the obligations in Schedule 3 are not enforceable under the 1990 Act, the covenants in Schedule 3 are Undertakings.
- 3.3. No person shall be liable for any breach of any of the planning obligations or other provision of this Deed after it shall have parted with its entire interest in the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

4. Conditionality

- 4.1. Unless provisions within this Deed state otherwise, the planning obligations, covenants and Undertakings in this Deed will come into effect on Implementation.

5. No encumbrance

- 5.1 The Owner HEREBY COVENANTS with the Council that it will not enter into any covenant or agreement relating to any part of the Site whose effect would be to preclude the carrying out of the planning obligations and covenants contained in this Deed PROVIDED THAT for the avoidance of doubt this Clause will not prevent any disposal or dealing by grant of lease or otherwise with the Owner's interest in any part of the Site.

6. General provisions

- 6.1. IT IS HEREBY AGREED AND DECLARED that:
- 6.1.1. the Council shall arrange to register this Deed as a local land charge for the purposes of the Local Land Charges Act 1975; and

6.1.2. nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions and the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed.

7. Covenants by the Owner

7.1 The Owner will observe and perform the covenants contained in Schedule 2 as planning obligations for the purposes of Section 106 of the 1990 Act and as covenants and Undertakings made under the Acts.

8. No waiver

8.1. No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants, Undertakings, obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants, Undertakings, obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner.

9. Severability

9.1. Each Clause, sub-Clause, Schedule or Paragraph shall be separate, distinct and severable from each other to the extent only that if any Clause, sub-Clause, Schedule or Paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such Clause, sub-Clause, Schedule or Paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such Clause, sub-Clause, Schedule or Paragraph be valid shall apply without prejudice to any other Clause, sub-Clause, Schedule or Paragraph contained herein.

10. Interest

10.1. Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding 7 days the Owner shall pay on demand to the Council interest thereon at the interest rate of 3% per annum above the base lending rate of the National Westminster Bank plc from the date when the same

became due until the date of payment.

11. Verification and enforcement

- 11.1. The Owner shall permit the Council and its authorised employees and agents upon reasonable notice which shall be a minimum of 48 hours to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.
- 11.2. Without prejudice to the terms of any other provision herein the Owner shall pay the reasonable and proper legal and surveyor's fees and disbursements properly incurred by the Council for the purpose of or incidental to the successful enforcement of any right or power of the Council or of any obligation of the Owner arising hereunder.
- 11.3. Before the Council exercises its powers under Clause 11.2 it shall give not less than 21 Working Days' written notice of its intention to do so to the Owner together with written details of any alleged breach of the terms of this Deed and shall afford the Owner the opportunity in that time to remedy any alleged breach.

12. Resolution of disputes

- 12.1. In the event of any dispute between the Parties either party may invite the other party to resolve the dispute by mediation in such manner as the Parties may agree.
- 12.2. In the event of a dispute between the Parties (other than a dispute relating to a matter of law or in relation to the interpretation of this Deed) the Parties agree that the matter in dispute will on the application of either of them be referred to an Expert and it is further agreed that:
- 12.2.1. the determination of the Expert will be final and binding on the relevant parties save in the case of manifest error;
- 12.2.2. the participating parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct; and
- 12.2.3. the Expert's costs will be borne in such proportions as he may direct failing which each party will bear its own costs of the reference and determination and one-half each of the Expert's costs.
- 12.3. For the avoidance of doubt, the provisions of Clauses 12.1 and 12.2 shall not affect the ability of the Council to enforce the terms of this Deed by such means as it may opt to pursue including the seeking of declaratory relief or a mandatory order.

13. Owner's actions on completion

13.1. The Owner shall prior to completion of this Deed pay to the Council the:

13.1.1. Council's reasonable legal costs incurred in connection with the preparation and completion of this Deed; and

13.1.2. Monitoring Fee.

14. The Council's covenants

14.1. The Council hereby covenants with the Owner that the Monitoring Fee shall not be spent otherwise than upon the Council's costs of monitoring and implementing this Deed in order to ensure that any obligations herein are duly performed and observed.

15. Service of notices

15.1. All notices, requests and demands or other written communications to or upon the respective Parties hereto pursuant to this Deed shall be deemed to have been properly given or made if dispatched by email or first class letter to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:

15.1.1. if to the Council (Head of Planning):

FAO: Catherine Neal

CNeal@lambeth.gov.uk and s106@lambeth.gov.uk

Head of Service for the CIL/S106

London Borough of Lambeth

Planning Division

PO Box 734

Winchester

SO23 5DG; and

15.1.2. if to the Owner:

Sunnyhill Road Limited

124 Sunnyhill Road

London

SW16 2UN

16. Third parties

16.1. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and the terms of the Deed may be varied by a deed agreed between the parties without the consent of any third party being required.

17. Indexation

17.1. All sums of money payable to the Council referred to in this Deed shall be adjusted by a percentage equivalent to the percentage increase in the BCIS All in Tender Price Index over the relevant period calculated from the date of this Deed until payment of the same the amount of such increase to be calculated as follows:

$$\frac{A \times B}{C}$$

Where:

- A = the relevant payment specified in this Deed
 B = the index value of the BCIS All in Tender Price Index figure most recently published prior to the date the relevant payment is paid
 C = the index value of the BCIS All in Tender Price Index figure most recently published prior to the date of this Deed

For the avoidance of doubt, in case of any decrease in the BCIS All in Tender Price Index the change in the BCIS All in Tender Price Index shall be deemed to be nil.

18. Jurisdiction

18.1. The construction, validity and performance of this Deed shall be governed by English law without reference to any other country's system of laws and the Parties agree irrevocably to submit to the exclusive jurisdiction of the English courts.

19. Copyright

19.1. The Owner hereby gives consent for any plan (or any part thereof) to be reproduced by the Council and indemnifies the Council against all actions, costs, claims and demands which may be made against the Council or its employees, servants or agents in connection with the use or reproduction of the same whether for internal or external purposes insofar as it relates to this Deed.

20. Change in ownership

20.1. The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full

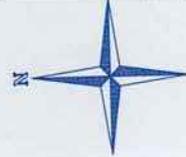
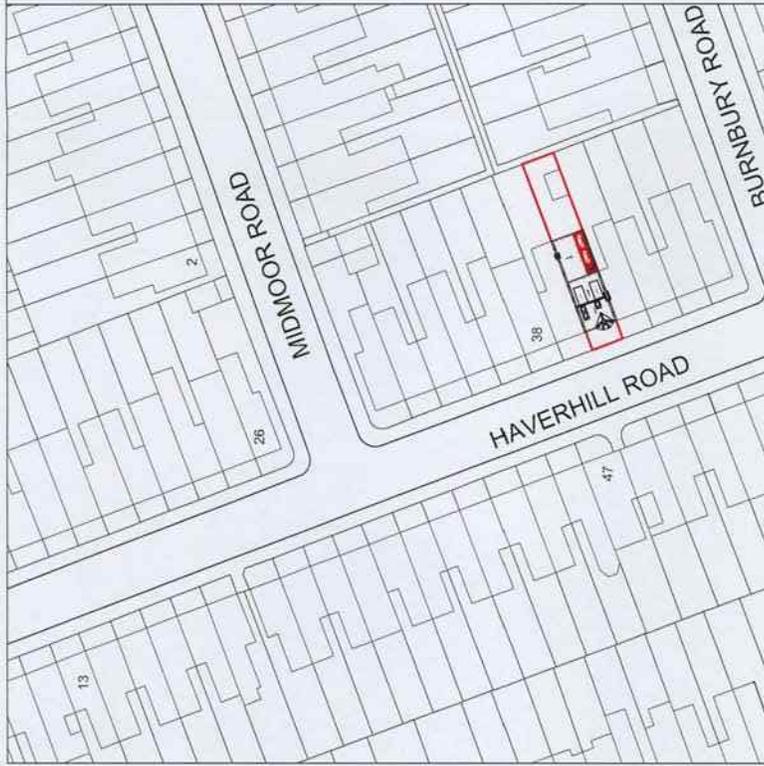
name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan SAVE FOR in relation to the Disposal of individual Dwellings to individual private owners.

21. Section 73 Permissions

21.1. In the event that the Council at any time hereafter grants a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of any condition on the Planning Permission, the Planning Permission and/or the Development shall be deemed to include any such subsequent application, planning permission and/or development granted in relation thereto and this Deed shall then take effect and be read and construed accordingly SAVE where the Council in its absolute discretion deems that a deed of variation, supplementary deed or other such document to secure relevant additional or alternative planning obligations pursuant to section 106 of the 1990 Act is required.

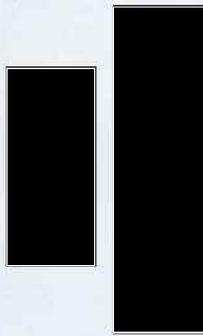
SCHEDULE 1

Plan



| | |
|---------------------------------|----------------------------|
| | |
| Project | www.FastPlansUK.co.uk |
| Address | EXTENSION |
| Address | 42 HAVERHILL ROAD SW12 9HA |
| Scale: | 1:500 @ A3 |
| Drawn by: | O.B.S. |
| Date Drawn: | 17-APR-2022 |
| For Drawings Ltd. 020 3642 1777 | |
| Email: | obn@fastplansuk.co.uk |

Signed by:
Dawn Elliott
C1240581861.685



SCHEDULE 2

Notices

1. The Owner shall:
 - 1.1. give the Council no less than 14 days prior written notice of each of the following dates:
 - 1.1.1. Implementation;
 - 1.1.2. Practical Completion of the Development; and
 - 1.1.3. first Occupation of the Development.
 - 1.2. not Implement or cause or permit Implementation until the relevant notice referred to in paragraph 1.1.1 has been duly given; and
 - 1.3. not Occupy or cause or permit Occupation until the relevant notices referred to in paragraphs 1.1.2 and 1.1.3 have been duly given.

SCHEDULE 3

Restrictions on Parking Permits

Residential Parking Permits

1. The Owner covenants with the Council as follows:
 - 1.1. To ensure that prior to Occupying any Residential Unit each new Occupier thereof is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a Disabled Person's Badge) to:
 - 1.1.1. be granted a resident's parking permit to park a vehicle in a Resident's Parking Bay in the CPZ where the Site is located; or
 - 1.1.2. buy a contractual permit to park within any car park owned, controlled or licensed by the Council in the CPZ where the Site is located.
 - 1.2. Not to Occupy or use (or permit the Occupation or use of) any Residential Unit at any time during which the Occupier thereof holds a resident's parking permit to park a vehicle in a Resident's Parking Bay in the CPZ where the Site is located or a contractual permit to park a vehicle in any car park owned, controlled or licensed by the Council in the CPZ where the Site is located (unless the Occupier is the holder of a Disabled Person's Badge).
 - 1.3. In the event of a subsequent change of use to non-residential use of the Development (or any part of it) in circumstances where planning permission or the grant of prior approval is not required for that change of use, not to occupy or use (or permit the occupation or use of) the Development (or any part of it) at any time during which an occupier thereof holds a business parking permit to park a vehicle in a Business Parking Bay in the CPZ where the Site is located or a contractual permit to park a vehicle in any car park owned, controlled or licensed by the Council in the CPZ where the Site is located (unless the occupier in question is the holder of a Disabled Person's Badge) and to ensure that any such occupier is made aware of the terms of this restriction.
 - 1.4. In disposing of or letting any Residential Unit to procure that:
 - 1.4.1. all prospective purchasers, lessees or tenants of any Residential Unit are informed of the restrictions relating to car parking permits under this Deed; and

- 1.4.2. covenants dealing with the matters referred to in paragraph 1 of this Schedule are included in all transfers, tenancies and leases of any such Residential Unit.
 - 1.5. To provide to the Head of Planning written notification of any internal numbering or naming given to any Residential Unit and the street address thereof, as soon as the same is allocated.
2. The Owner for itself and its successors in title to the Site hereby acknowledges that the provisions in paragraph 1 in this Schedule shall continue to have effect for the lifetime of the Development.

SCHEDULE 4

Contributions

CPZ Contribution

1. The Owner covenants with the Council:
 - 1.1. to pay to the Council the CPZ Contribution prior to Implementation; and
 - 1.2. not to cause, permit or allow Implementation unless and until the CPZ Contribution has been paid to the Council as specified in paragraph 1 of this Schedule.

SCHEDULE 5

Car Club Membership

1. The Owner covenants with the Council that prior to Occupation the Owner shall:
 - 1.1. enter into a contract with a Car Club Operator to provide the Car Club Membership;
and
 - 1.2. supply to the Council a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the chosen Car Club Operator as required by paragraph 1.1 of this Schedule.
2. The Owner shall not cause, permit or allow Occupation unless and until a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the chosen Car Club Operator has been supplied to the Council as required by paragraph 1 of this Schedule.
3. The Owner shall make available one free Car Club Membership per household for each Residential Unit, the period of such membership to commence in relation to each Residential Unit upon first Occupation thereof by a household member who is eligible for the membership in question and (where required under the rules of the applicable Car Club) makes an application for membership PROVIDED THAT prior to the expiration of the period of Car Club Membership in relation to a Residential Unit a household in Occupation thereof may request one or more additional free Car Club Memberships and if so requested such additional free membership(s) shall be made available by the Owner for the duration of the unexpired portion of the period of Car Club Membership for that Residential Unit unless the Council agrees in writing with the Owner that the provision of a particular number of additional memberships is not feasible or is otherwise not reasonable. For the avoidance of doubt 'free' in this paragraph means that no cost is incurred by the vehicle user in respect of membership of the applicable Car Club but does not extend to meeting any other charges as may be incurred by the vehicle user including in respect of hourly or daily usage.
4. The Owner shall within 10 Working Days of first Occupation of the first Residential Unit submit evidence to the Council that the first Occupier of a relevant Residential Unit has been notified of the Car Club Membership arrangements.
5. The Owner shall:

- 5.1. ensure that all materials published by the Owner or its agents for the purpose of selling or letting a Residential Unit notifies all Occupiers or prospective Occupiers of the Car Club Membership arrangements;
 - 5.2. ensure that estate agents and lettings agents are instructed in relation to the marketing of the Residential Units to draw the Car Club Membership arrangements to the attention of all Occupiers or prospective Occupiers;
 - 5.3. retain evidence of compliance with the notification and marketing requirements in paragraphs 5.1 and 5.2 of this Schedule and provide such evidence to the Council within 20 Working Days of request by the Council; and
 - 5.4. not Occupy or cause, permit or allow Occupation of any Residential Unit other than in accordance with paragraphs 2, 3, 4 and 5 of this Schedule and in the event of non-compliance with this paragraph 6 the Owner shall forthwith take any steps properly required by the Council to remedy such non-compliance.
6. In the event that a contract with a Car Club Operator is entered into pursuant to paragraph 1 of this Schedule but the relevant Car Club Operator subsequently ceases to operate the Owner shall use reasonable endeavours to secure an alternative Car Club Operator to provide the Car Club Membership for the balance of the originally contracted term and paragraphs 2 to 6 inclusive of this Schedule shall apply to the appointment of such alternative Car Club Operator *mutatis mutandis* PROVIDED THAT this paragraph 7 shall cease to apply and have no effect where there is 6 months or less left to run of any 3 year period within which Occupiers are entitled to Car Club Membership.

SCHEDULE 6

Cycle Hire Membership

1. Prior to Occupation the Owner shall:
 - 1.1 enter into a contract with a Cycle Hire Scheme operator to provide the Cycle Hire Membership; and
 - 1.2 supply to the Council a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the Cycle Hire Scheme operator as required by paragraph 1.1 of this Schedule.
2. The Owner shall not cause, permit or allow Occupation unless and until a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the Cycle Hire Scheme operator has been supplied to the Council as required by paragraph 1 of this Schedule.
3. The Owner shall make available one free Cycle Hire Membership per household for each Residential Unit, the period of such membership to commence in relation to each Residential Unit upon first Occupation thereof PROVIDED THAT prior to the expiration of the period of Cycle Hire Membership in relation to a Residential Unit a household in Occupation thereof may request one or more additional free memberships of the Cycle Hire Scheme and if so requested such additional free membership(s) shall be made available by the Owner for the duration of the unexpired portion of the period of Cycle Hire Membership for that Residential Unit unless the Council agrees in writing with the Owner that the provision of a particular number of additional memberships is not feasible or is otherwise not reasonable. For the avoidance of doubt 'free' in this paragraph means that no cost is incurred by the cycle user in respect of membership of the Cycle Hire Scheme but does not extend to meeting any other charges as may be incurred by the cycle user including in respect of hourly or daily usage.
4. Within 10 Working Days of first Occupation of the first Residential Unit the Owner shall submit evidence to the Council that the first Occupier of a relevant Residential Unit has been notified of the Cycle Hire Membership arrangements.
5. The Owner shall:
 - 5.1. ensure that all materials published by the Owner or its agents for the purpose of selling or letting a Residential Unit notifies all Occupiers or prospective Occupiers of the Cycle Hire Membership arrangements;

- 5.2. ensure that estate agents and lettings agents are instructed in relation to the marketing of the Residential Units to draw the Cycle Hire Membership arrangements to the attention of all Occupiers or prospective Occupiers; and
 - 5.3. retain evidence of compliance with the notification and marketing requirements in paragraphs 5.1 and 5.2 of this Schedule and provide such evidence to the Council within 20 Working Days of request by the Council.
6. The Owner shall not Occupy or cause or permit Occupation of any Residential Unit other than in accordance with paragraphs 2, 3, 4 and 5 of this Schedule and in the event of non-compliance with this paragraph 6 the Owner shall forthwith take any steps properly required by the Council to remedy such non-compliance.

IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written

Executed as a deed by affixing THE
COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF LAMBETH
in the presence of

)
)
)
)
)

Dawn Lelliott

Signed by:
Dawn Lelliott

C124D898096E46B

Authorised Office

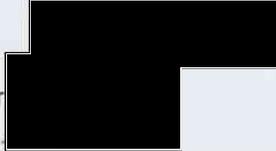


Sealed By: The Mayor and Burgesses of The London Borough of Lambeth
Sealed Time: 4/28/2025 6:12:08 AM PDT

Executed as a deed by
SUNNYHILL ROAD LIMITED

)
)
)

Director



Secretary

