

THIS UNILATERAL UNDERTAKING is made as a Deed the 11<sup>th</sup> day of September 2025

BY

(1) **HARRY STUART HALLIFAX** of 20d West Side Common, London SW19 4UF  
("the Owner")

TO

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF MERTON** of Merton Civic Centre London Road Morden Surrey SM4 5DX  
("the Council")

## 1. DEFINITIONS

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

<b>"1972 Act"</b>	means the Local Government Act 1972
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended)
<b>"2011 Act"</b>	means the Localism Act 2011
<b>"Commencement of Development"</b>	means the earliest date upon which a material operation is begun in accordance with the provisions of section 56 (4) of the 1990 Act and <b>"Commence the Development"</b> shall be construed accordingly
<b>"Commencement Date"</b>	means the date on which the Commencement of Development occurs
<b>"Development"</b>	means the development of the Property as described in the Planning Application

<b>"First Occupation"</b>	means the first occupation of the Residential Unit for the purposes permitted by the Planning Permission and the terms <b>"First Occupy"</b> <b>"First Occupies"</b> and <b>"First Occupied"</b> shall be construed accordingly
<b>"Highways Contribution"</b>	means the sum of five hundred pounds (£2500) Index Linked payable by the Owner to Council towards the reinstatement dropped kerb and grass verge on the highway in front of the Property
<b>"HSC"</b>	means the person the Council shall appoint as Head of Sustainable Communities responsible for planning services for the time being
<b>"Index Linked"</b>	means increased (if applicable) in proportion to movement in the Consumer Price Index between the date of this Deed and the date the Highways Contribution fee or other payment is required to be paid;
<b>"Local Plan"</b>	means the London Borough of Merton Development Plan
<b>"Monitoring Fee"</b>	means the sum of one thousand pounds (£1000) being the Council's proper and reasonable costs for monitoring the planning obligations in this Deed
<b>"Occupy"</b>	means beneficially occupy but not including occupation by persons engaged in construction fitting out or decoration or occupation as a showroom or sales office for advertising marketing or display purposes or occupation in relation to site security and management of the Property (and the terms <b>"Occupied"</b> <b>"Occupies"</b> and <b>"Occupation"</b> shall be construed accordingly)
<b>"Plan"</b>	means the plan identifying the Property attached hereto

<b>“Planning Application”</b>	means the planning application submitted by the Owner and registered by the Council on the 16 <sup>th</sup> October 2024 bearing reference number 24/P2424 for the demolition of existing garages and erection of single dwellinghouse and associated front boundary treatment and cycle enclosure
<b>“Planning Permission”</b>	means planning permission that may be granted by the Council pursuant to the Planning Application
<b>“Property”</b>	means land known as Garage North of 1 Greenway Raynes Park that is registered at HM Land Registry with freehold title numbers P119049 and P119050 delineated in red on the plan attached hereto being a copy of the plan attached hereto
<b>“Qualifying Occupier”</b>	means any tenant or individual occupier or leasehold owner who First Occupies the Residential Unit and in the event that there is more than one occupier on First Occupation of a Residential Unit, only one person shall qualify as a Qualifying Occupier
<b>“Qualifying Period”</b>	means a period of three (3) commencing on the date that the Qualifying Occupier commencing on the date of the First Occupation of the Residential Unit
<b>“Residential Unit”</b>	means the residential unit designated for C3 use as defined within the Use Classes Order to be constructed pursuant to the Development together with any amenity space or any right to use the same (whether common or not with others therewith)
<b>“Sustainable Travel Voucher”</b>	<p>means a voucher to be provided to Qualifying Occupiers of the Development at a value of up to £100 each per Qualifying Occupier during the Qualifying Period for a period of three (3) years for each to be used towards sustainable transport, which shall include:</p> <ul style="list-style-type: none"> <li>• a TfL Oyster card or rail card;</li> <li>• credits towards the Car Club;</li> <li>• credits towards a Cycle Hire Membership</li> </ul>

	and the term <b>“Sustainable Travel Vouchers”</b> shall be construed accordingly
<b>“TfL”</b>	means Transport for London
<b>“Traffic Management Order”</b>	means an order pursuant to the Road Traffic Regulation Act 1984 to regulate highways and parking control within the administrative area of the Council
<b>“Undertakes”</b>	means undertakes pursuant to section 16 of the Greater London Council (General Powers) Act 1974 and <b>“Undertakings”</b> shall be construed accordingly
<b>“Use Classes Order”</b>	means the Town and Country Planning (Use Classes) Order 1987 (as amended)

## 2. INTERPRETATION

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

- 2.1 Reference to the masculine feminine and neuter genders shall include other genders
- 2.2 Reference to the singular includes the plural and vice versa unless the contrary intention is expressed
- 2.3 Reference to natural persons includes corporations and vice versa
- 2.4 Headings in this Undertaking are for reference purposes only and shall not be taken into account in its construction or interpretation
- 2.5 The expression “Owner” shall include successors in title and assigns and the expression “Council” shall include a successor to its statutory functions

- 2.6 A reference to a clause paragraph or schedule is (unless the context otherwise requires) a reference to a clause paragraph or schedule of this Undertaking
- 2.7 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of such restriction
- 2.8 Where in this Undertaking a party includes more than one person any obligation of that party shall be joint and several
- 2.9 Any reference in this Undertaking to a statute or to a section of a statute includes any statutory re-enactment or modification of it and any reference to a statutory instrument include any amendment or consolidation of it from time to time and for the time being in force

### **3. RECITALS**

- 3.1 The Owner is the registered proprietor of the freehold title absolute in the Property
- 3.2 The Council is the local planning authority for the purposes of the 1990 Act for the Property
- 3.3 The Owner has applied to the Council for full planning permission to redevelop the Property in accordance with the Planning Application
- 3.4 The London Borough of Merton Local Plan (2024) provides that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it and new development should be acceptable in terms of traffic generation and traffic impact in the road

- 3.5 The Owner has agreed to enter into this Undertaking so that it may be taken into account as a material consideration in the determination of the Planning Application by the Council

#### **4. STATUTORY AUTHORITY AND LEGAL EFFECT**

- 4.1 This Undertaking is made pursuant to section 106 of the 1990 Act and Section 16 of the Greater London Council (General Powers) Act 1974 and section 111 of the Local Government Act 1972 and all other enabling powers and enactments which may be relevant for the purposes of giving validity hereto
- 4.2 The obligations of the Owner in this Undertaking are planning obligations for the purpose of section 106 of the 1990 Act and are enforceable by the Council as local planning authority
- 4.3 Subject to clause 4.4 the Owner undertakes to the Council in this Undertaking to the intent that the covenants given to the Council in this Undertaking shall be planning obligations and enforceable without limit of time (other than as expressly mentioned in this Undertaking) against the Owner and any person deriving title through or under the Owner to the Property (or any part or parts of it) as if that person had also been an original covenanting party
- 4.4 Upon parting with all or any interest in the Land no party shall have liability for the breach of any covenant or Planning Obligation in this Undertaking other than in respect of any breach by it at the time when it held such an interest.
- 4.4 No statutory undertaker shall be bound by any obligations rights and duties contained in this Undertaking and/or be liable for any breach of covenant and/or obligation contained in this Undertaking in respect of any site used only as an electricity substation gas governor station or pumping station

- 4.6 Nothing in this Undertaking shall be construed as prohibiting or limiting any right to develop any part of the Property in accordance with a planning permission (other than the Planning Application) granted (whether or not on appeal) after the date of this Undertaking
- 4.7 Nothing in this Undertaking shall be construed as restricting the exercise by the Council of any powers exercisable by them under the 1990 Act or under any other act or any statutory instrument order or bylaw in the exercise of their function as a local authority

## **5. CONDITION PRECEDENT**

This Undertaking shall come into effect upon the grant of the Planning Permission except the covenants at Schedules 2 and 3 which shall come into effect upon the grant of the Planning Permission and the Commencement of the Development

## **6. OBLIGATIONS**

The Owner Undertakes covenants agrees and declares in respect of the Property as set out in Schedule 1, Schedule 2 and Schedule 3

## **7. INVALIDITY**

It is agreed and declared that if a clause or sub-clause of this Undertaking shall be deemed to be unenforceable or ultra vires the remainder of this Undertaking shall remain in full force and effect provided severance from this Undertaking is possible

## **8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Nothing contained in this Undertaking shall give or be construed as giving any rights privileges powers or enforceability other than to the Council and to the specific persons executing this Undertaking as the Owner and their successors (if any) as defined in this Undertaking and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights of enforcement in respect of any matter contained in this Undertaking

## **9 REGISTRATION AS A LOCAL LAND CHARGE**

This Undertaking shall be registered as a Local Land Charge

## **10. VARIATION**

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

## **11. JURISDICTION**

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



## **SCHEDULE 1**

### **(Notifications)**

The Owner Undertakes to the Council as follows:

#### **1. Notification of Commencement**

1.1 to give the HSC notice in writing:

1.1.1 no later than seven (7) days prior to the anticipated Commencement of the Development and a further written notice of the Commencement Date within seven (7) days occurrence of the same

1.1.2 within seven (7) days of applying to the Council for a new addresses for the Residential Unit

1.1.3 within seven (7) days of the Council allocating an address numbers for the Residential Unit

**SCHEDULE 2**  
**(Contributions and Fees)**

The Owner UNDERTAKES TO the Council as follows:

1. On the date hereof to pay to the Council the Council's legal costs incurred in the preparation and completion of this Deed in the sum of one thousand eight hundred pounds (£1800) and the Monitoring Fee
2. To pay to the Council the Highways Contribution prior to the Commencement of the Development and not to Commence the Development until the Highways Contribution has been paid



0 m 10 20 30 40 50 60 70 m

Ground Scale: 1:1250  
 Bottom Left: 523222 168272 Top Right: 523222 168372  
 Center: 523272 168322  
 Area: 100m X 100m

**SCHEDULE 3**  
**(Sustainable Travel Vouchers)**

The Owner UNDERTAKES to the Council as follows:

- 1.1 Not to permit the First Occupation until the Owner has provided written notification to each Qualifying Occupier of their entitlement to a Sustainable Travel Voucher.
- 1.2 Upon the written request by a Qualifying Occupier the Owner shall provide a Sustainable Transport Voucher to the Qualifying Occupier

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

**SIGNED AS A DEED** by  
**HARRY STUART HALLIFAX**  
In the presence of:

)  
) *HARRY STUART HALLIFAX*  
)

Signature of witness: *Ben Hallifax*

Name (in BLOCK CAPITALS): BEN HALLIFAX

Address: 20 D WEST SIDE COMMON  
SW19 4UF

**Dated** 11 September **2025**

**HARRY STUART HALLIFAX**

**- TO -**

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

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**DEED OF UNILATERAL UNDERTAKING**

**made under Section 106 of the Town &  
Country Planning Act 1990 and Section 16 of  
the Greater London Council (General Powers)  
Act 1974 relating to land at Garage North of 1  
Greenway Raynes Park**

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**John Scarborough  
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Morden  
SM4 6HY**