

DATED \_\_\_\_\_ 2024

**THE GREATER LONDON AUTHORITY**

**-and-**

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

**-and -**

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

**-and -**

**THE ALL ENGLAND LAWN TENNIS GROUND PLC**

**AGREEMENT BY DEED**

**pursuant to Section 106 of the Town and Country Planning Act 1990 relating to  
land situate at the Wimbledon Park Golf Club Home Park Road  
Wimbledon Park SW19 7HR**

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**THIS DEED** is made the                      day of                      2024

**BY:**

- (1) THE GREATER LONDON AUTHORITY** of City Hall, Kamal Churchie Way, London E16 1ZE (the "GLA");
  - (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF MERTON** (in its capacity as local planning authority) of Merton Civic Centre, London Road, Morden, Surrey, SM4 5DX ("Merton Council");
  - (3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH** of The Town Hall, Wandsworth High Street, London, SW18 2PU ("Wandsworth Council");
  - (4) THE ALL ENGLAND LAWN TENNIS GROUND PLC** (company registration number 168491) whose registered office is situated at Church Road Wimbledon London SW19 5AE (the "Owner"); and
  - (5) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF MERTON** (in its capacity as a landowner) of Merton Civic Centre, London Road, Morden, Surrey, SM4 5DX ("LBM");
- individually a "Party" and together the "Parties"

**RECITALS:**

- A. Merton Council is a local planning authority for the purposes of the 1990 Act for the area within which part of the Site is situated and is entitled to enforce the planning obligations and the covenants in this Deed as set out and identified herein.
- B. Wandsworth Council is a local planning authority for the purposes of the 1990 Act for the area within which part of the Site is situated and is entitled to enforce the planning obligations and the covenants in this Deed as set out and identified herein.
- C. The Owner wishes to construct the Development pursuant to the Merton Permission and the Wandsworth Permission upon the Site.
- D. The Owner is the freehold owner of the part of the Site registered with title absolute under title number TGL94008 at the Land Registry.
- E. LBM is the freehold owner of the part of the Site registered with title absolute under title number TGL95509 at the Land Registry and agrees to enter into this Deed in its capacity as freehold owner in order to bind its interest in the Site such that the relevant planning obligations will be enforceable against any party deriving title from LBM but without liability itself to perform the obligations (save to the extent specified otherwise in this Deed).
- F. The following entities hold de minimis land interests in relation to parts of the Site which relate to a minor asset and/or strip of land that is not affected by the Development and who cannot Implement the Development and therefore the Parties agree that those land interests do not need to be party to or bound by this Deed:

- a. Dennis William Buxton Hopkin, Benjamin Russell Rea and Andrew Preston as trustees of the sports club known as “The Wimbledon Club” (“**The Wimbledon Club**”) under freehold title TGL96531 and TGL138328;
  - b. London Power Networks PLC under leasehold title SGL677218; and
  - c. The Mayor and Burgesses of the London Borough of Wandsworth (as the relevant successor body to the London County Council) under freehold title 386142.
- G. The Owner is the leasehold owner of the part of the Site registered under leasehold title SGL461724 at the Land Registry.
- H. The Owner applied to Merton Council and to Wandsworth Council for part full and part outline planning permission to redevelop the Site pursuant to the Applications.
- I. Merton Council resolved at a meeting of its planning committee held on 26 October 2023 to approve the Merton Application. Wandsworth Council resolved at a meeting of its planning committee held on 21 November 2023 to refuse the Wandsworth Application.
- J. On 22 January 2024, the Deputy Mayor of London for Planning, Regeneration and the Fire Service (“**Deputy Mayor of London**”) gave a direction to the Councils under the powers conferred by section 2A of the 1990 Act stating that he would act as the local planning authority for the purposes of determining the Applications.
- K. At a representation hearing held on 27 September 2024, the Deputy Mayor of London resolved to grant planning permission in respect of the Development subject to conditions and completion of an agreement for the purpose of making acceptable arrangements for the carrying out of the Development.
- L. The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Deputy Mayor of London.
- M. The Councils will be responsible with the GLA for monitoring the discharge and enforcement of the obligations contained within this Deed.
- N. The Councils confirm and acknowledge that the GLA has consulted with them as to the terms of this Deed in accordance with section 2E of the 1990 Act.
- O. The obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and covenants under the Acts.

**NOW THIS DEED WITNESSETH**

**1. Definitions, Interpretation and Construction of this Deed**

1.1. The following words and phrases shall unless the context otherwise requires bear the following meanings:

- “1974 Act”** means the Greater London Council (General Powers) Act 1974;
- “1980 Act”** means the Highways Act 1980 (as amended);
- “1990 Act”** means the Town and Country Planning Act 1990 (as amended);
- “Acts”** means Section 106 of the 1990 Act, Section 1 of the Localism Act 2011, Section 111 of the Local Government Act 1972, and Section 16 of the 1974 Act 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;
- “AELTC Parkland”** means together the Southern Parkland and the Northern Parkland and a reference to **“AELTC Parkland”** shall be to any part thereof;
- “Amendment Applications”** any separate application(s) for full planning permission for the Development or any part of the Development or any application under Sections 73 or 96A of the Act relating to the Merton Permission or the Wandsworth Permission any approval of a Reserved Matters Application relating to such permission further to an application under Sections 73 and/or 96A of the 1990 Act;
- “Amendment Permissions”** any full planning permission or approval to a non-material change as the case may be issued pursuant to an Amendment Application;
- “Applications”** means together the Merton Application and the Wandsworth Application;
- "Approval"** means any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction required to be given or reached or taken by any party or any response requested pursuant to this Deed and **"Approve"** and other cognate expressions shall be construed accordingly;
- "Approval Panel"** means a panel established pursuant to clause 13 and in accordance with the terms of reference attached to this Deed at Appendix 1, comprising one representative from Merton Council and one representative from Wandsworth Council and one representative from the GLA and formed in order to assess and consider matters relating to the Development which affect the

Councils whose role will be to receive information from the Owner and to assess and determine applications for Approval as efficiently and expeditiously as possible;

**"Boardwalk"**

means the new boardwalks to be provided by the Owner to be located within and/or around Wimbledon Park Lake which are shown illustratively on the plan titled "AELTC – Lake and Boardwalk" with reference 51365-AAM-WXX-XX-DR-A-00094 at Schedule 3;

**"CGMH"**

means the development of the subterranean grounds maintenance hub, the indicative location of which is shown shaded turquoise and labelled "CGMH" on the plan titled "AELTC - WPP Zones Plan" with reference number 51365-AAM-WXX-XX-DR-A-00090 at Schedule 3;

**"Championships"**

means the annual Wimbledon tennis championships PROVIDED THAT this term shall not include non-competitive practice play associated with any such championships and any reference to "**The Championships**" shall be construed accordingly;

**"Commencement"**

means the carrying out of a material operation as defined by Section 56(4) of the 1990 Act in respect of the Development or the relevant part of the Development and "**Commence**" and "**Commenced**" and cognate expressions will be interpreted in accordance with this definition;

**"Construction Period"**

means the period from and including Commencement of Development up to and including Practical Completion of the Final Phase of the Development;

**"Contributions"**

means together the following contributions payable under this Deed (the individual meanings of which are to be interpreted in accordance with the Schedules to this Deed):

- RPG Projects Contribution;
- Air Quality Monitoring Resourcing Contribution (Merton);
- Air Quality Monitoring Resourcing Contribution (Wandsworth);
- Air Quality Monitoring Equipment Contribution (Merton);
- Air Quality Monitoring Equipment Contribution (Wandsworth);
- Air Quality Action Plan Contribution (Merton);

- Air Quality Action Plan Contribution (Wandsworth);
- Construction Travel Plan Monitoring Fee (Merton);
- Construction Travel Plan Monitoring Fee (Wandsworth);
- Pre-Commencement Championships (Main Grounds) Event Travel Plan Monitoring Fee (Merton);
- Pre-Commencement Championships (Main Grounds) Event Travel Plan Monitoring Fee (Wandsworth);
- Operational Travel Plan Monitoring Fee (Merton);
- Operational Travel Plan Monitoring Fee (Wandsworth);
- OTP Fund;
- CPZ Mitigation Contributions;
- CPZ Review Contributions;
- Local Employment Skills and Training Contribution;
- London Underground Mitigation Contribution; and
- Arts and Culture Contribution;

**“Councils”**

means Merton Council and Wandsworth Council;

**"Cross-Boundary Obligation"**

means those obligations set out in clause 6.3 of this Deed that which are enforceable by both Merton Council and Wandsworth Council;

**“Development”**

means the “expansion of the All England Lawn Tennis Club Grounds onto Wimbledon Park Golf Course with the introduction of new tennis courts, tennis related infrastructure and new buildings.

Full planning permission for the provision of 38 grass tennis courts and associated infrastructure, comprising of the re-profiling of the landscape and the removal, retention and replanting of trees; provision of 7 no satellite maintenance buildings; the provision of a boardwalk around the perimeter of and across Wimbledon park lake, lake alterations (including lake edge, de-silting & de-culverting), highway works to Church Road; new pedestrian access points at the northern and southern ends of the site; new vehicular access points; and the creation of a new area of parkland with permissive public access.

Outline planning permission (with appearance, means of access,

landscaping and scale reserved - layout only considered in detail) for the erection of new buildings and structures, including an 8,000-seat parkland show court incorporating a qualifying player hub, guest facilities and associated event operational facilities; a central grounds maintenance hub and 2no. players hubs. An environmental statement has been submitted with the application under the Town and Country Planning (Environmental Impact Assessment) Regulations 2017”;

**"End Date"**

means the date on which the playing of tennis comprised in the relevant Qualifying Event or Championships (whichever concludes the latest in any single year) comes to an end;

**"Final Phase"**

means the final Phase to be Practically Completed as part of the Development;

**"First Playing Use"**

means the first use for tournament tennis matches of an Outdoor Grass Tennis Court delivered as part of the Development (or the relevant part of the Development) or (as the case may be) the Parkland Show Court or the Northern Courts and which for the avoidance of doubt excludes play by Members and the landscaping preparation groundskeeping maintenance line-marking or similar activities in respect of such courts;

**"Historic England"**

means the executive non-departmental public body sponsored by the Department for Culture, Media and Sport;

**"Implementation"**

means the carrying out of any material operation within the meaning of Section 56(4)(a) to (c) of the 1990 Act in relation to the Development or the relevant part of the Development and **"Implement"** and **"Implemented"** and cognate expressions will be interpreted in accordance with this definition provided that operations consisting of:

- ground investigatory site survey work
- construction of boundary fencing
- archaeological investigation
- works of decontamination or remediation
- demolition

- site preparation works
- drainage diversion works
- arboricultural works
- installation of high voltage, medium voltage or low voltage switchgear
- irrigation enabling works
- investigatory and installation works relating to ground source heat pumps

shall not be taken to be a material operation as defined in the said Sections 56(4)(a) to (c) for the purposes of considering whether Implementation has occurred pursuant to this Deed;

<b>“Index Linked”</b>	means in relation to any sum or value that it is to be increased in accordance with clause 20;
<b>"Local Area"</b>	means the London Borough of Merton and the London Borough of Wandsworth;
<b>"Local Business"</b>	means a company, organisation or individual primarily based and operating a trade or business within the Local Area and ‘ <b>Local Businesses</b> ’ shall be construed accordingly;
<b>“London Plan”</b>	means the London Plan (March 2021) as revised from time to time;
<b>“Members”</b>	means members of the private members club known as The All England Lawn Tennis & Croquet Club;
<b>“Merton Application ”</b>	means the application for planning permission for the Development submitted to Merton Council that has been allocated reference number 21/P2900 ;
<b>“Merton Permission”</b>	means the planning permission granted pursuant to the Merton Application in the form of the draft annexed hereto at Schedule 1 and any duly authorised non-material amendments thereto;
<b>“Merton Schools”</b>	means schools in the London Borough of Merton;
<b>“Northern Courts”</b>	means the development of 22 (twenty two) grass tennis courts and associated landscaping and infrastructure shown indicatively shown shaded orange and labelled “Northern Courts” on the plan titled “AELTC - WPP Zones Plan” with reference number 51365-AAM-

WXX-XX-DR-A-00090 at Schedule 3;

- “Northern Parkland”** means the new parkland of not less than 1.7 ha of land within the Owner’s ownership at the northern part of the Site indicatively shown shaded blue and labelled “Northern Parkland” on the plan titled “AELTC - WPP Zones Plan” with reference number 51365-AAM-WXX-XX-DR-A-00090 at Schedule 3;
- “Occupation”** means (save as where otherwise set out in this Deed) the beneficial occupation of the Development or the relevant part of the Development for the purposes authorised by the Merton Permission or the Wandsworth Permission but not including occupation by personnel engaged in construction, the landscaping preparation groundskeeping maintenance or line-marking (or similar activities) of any new tennis courts, fitting out or finishing and decoration nor occupation for marketing or display or occupation in relation to security operations which are connected with the preparation or delivery of the Development or the relevant part of the Development and **“Occupy”**, **“Occupying”**, **“Occupied”**, **“Occupier”** and **“Occupation Date”** and cognate expressions shall be construed accordingly;
- “Outdoor Grass Tennis Courts”** means the thirty eight (38) grass tennis courts to be constructed at the Site as part of the Development;
- "Parkland Show Court"** means the stadium and associated infrastructure to be built at the Site as part of the Development as shown indicatively shaded cyan with hatching and labelled “Parkland Show Court” on the plan titled “AELTC - WPP Zones Plan” with reference number 51365-AAM-WXX-XX-DR-A-00090 at Schedule 3
- "Phase"** means any of the approved phases comprised from time to time in the Development as shown on the phasing plan approved under condition [2] of the Merton Permission and condition [2] of the Wandsworth Permission;
- “Planning Permissions”** means together the Merton Permission and the Wandsworth Permission;
- "Practical Completion"** means the date of issue of a certificate or written statement certifying the practical completion of the works for the Development (or the relevant part of the Development) and **“Practically Completed”** shall be construed accordingly;

<b>"Qualifying Event"</b>	means the annual tennis tournament in which players take part in order to qualify for The Championships PROVIDED THAT this term shall not include non-competitive practice play associated with any such tournament and any reference to <b>"The Qualifying Event"</b> shall be construed accordingly;
<b>"Reasonable Endeavours"</b>	means the taking of such reasonable steps that would be taken by a reasonable and prudent person acting in their own commercial best interests which for the avoidance of doubt shall not require the relevant person to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed, including (where reasonably required by the Party to which the relevant obligation is owed) providing written supporting evidence of the matters mentioned above;
<b>"Registered Park and Garden"</b>	means the registered park and garden known as "Wimbledon Park" which is recognised on Historic England's National Heritage List for England with list entry number 1000852
<b>"Repayment Option Date"</b>	means in respect of any Contribution the date specified in this Deed as being the first date on which a Party may request that the person to whom such Contribution was paid should return the unspent balance of such Contribution (unless an alternative date has been agreed in writing between the person who made the relevant Contribution and the Party to which the Contribution was paid);
<b>"Reserved Matters"</b>	means reserved matters as defined in The Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended);
<b>"Reserved Matters Application"</b>	means an application for approval of Reserved Matters in respect of the Development or any part of it;
<b>"Site"</b>	means the land known as Wimbledon Park Golf Club Home Park Road Wimbledon Park SW19 7HR against which this Deed may be enforced and as shown edged red on the plan titled "Site Location Plan" with reference number 51365-AAM-XX-XX-DR-A-00006 at Schedule 3;

<b>"South East Parkland"</b>	means the development of the south eastern part of the Site indicatively shown shaded red and labelled "South East Parkland" on the plan titled "AELTC - WPP Zones Plan" with reference number 51365-AAM-WXX-XX-DR-A-00090 at Schedule 3;
<b>"Southern Parkland"</b>	means the South East Parkland and the South West Parkland which is together comprised of new parkland of not less than 9.4ha (nine point four hectares) of land within the Owner's ownership and a reference to <b>"Southern Parkland"</b> shall be to any part thereof;
<b>"South West Parkland"</b>	means the development of the south western part of the Site indicatively shown shaded dark yellow with hatching and labelled "South West Parkland" on the plan titled "AELTC - WPP Zones Plan" with reference number 51365-AAM-WXX-XX-DR-A-00090 at Schedule 3;
<b>"Start Date"</b>	means the date on which the competitive playing of tennis comprised in the relevant Qualifying Event or Championships (whichever is the earliest to be held at the Development in any single year) is scheduled to commence;
<b>"TfL"</b>	means Transport for London or such other successor body which shall be responsible for the transport network in London;
<b>"Wandsworth Application"</b>	means the application for planning permission for the Development submitted to Wandsworth Council that has been allocated reference number 2021/3609;
<b>"Wandsworth Permission"</b>	means the planning permission granted pursuant to the Wandsworth Application in the form of the draft annexed hereto at Schedule 2 and any duly authorised non-material amendments thereto;
<b>"Wandsworth Schools"</b>	means schools in the London Borough of Wandsworth;
<b>"Wimbledon Park"</b>	means the part of the Registered Park and Garden which is owned by LBM and which is shown for illustrative purposes shaded orange on the plan titled "Wimbledon Park (Public)" with reference number 51365-AAM-WXX-XX-DR-A-00095 at Schedule 3;
<b>"Wimbledon Park Lake"</b>	means the lake situated within the Registered Park and Garden which is to be extended as part of the Development and the proposed extent of which is shown shaded blue on the plan titled "AELTC – Lake and Boardwalk" with reference 51365-AAM-WXX-XX-DR-A-00094 at Schedule 3; and

**“Working Day”** means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Finance Dealings Act 1971 in England and Wales.

- 1.2. Any covenant by the Owner 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.
- 1.3. Any references 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.
- 1.4. 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.
- 1.5. The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 1.6. Where reference is made to a Clause, Part, Plan, Paragraph, Recital or Schedule such reference (unless the context requires otherwise) is a reference to a clause, part, paragraph, recital or schedule of (or in the case of plan attached to) this Deed and as so numbered.
- 1.7. In this Deed the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.
- 1.8. Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction.
- 1.9. The Owner's covenants made in this Deed if made by more than one person are made jointly and severally unless otherwise expressly stated.
- 1.10. Reference to any Party to this Deed shall include the successors in title to that Party and in the case of the Councils and the GLA shall include successors to their respective statutory functions.
- 1.11. References to the Owner not Occupying include an obligation not to permit or suffer Occupation.

## **2. Planning Obligations**

- 2.1. This Deed is made pursuant to sections 2E of the 1990 Act and pursuant to the Acts and both the positive and restrictive covenants and undertakings herein on the part of the Owner and LBM are planning obligations entered into with the intent that, subject to the remainder of this Clause 2 and to Clause 6, they shall be enforceable by Merton Council or Wandsworth Council (as the case may be) and the GLA (each as local planning authority) against the Owner and

(subject to clause 6.7) LBM and also against their successors in title and assigns and any person corporate or otherwise claiming through or under either of them an interest or estate created hereafter in the Site or any part 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** the parties agree that in the event of a breach of covenant on the part of LBM, Wandsworth Council and/or the GLA shall be responsible for enforcing the covenant (each as local planning authority).

- 2.2. 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 thus satisfy the requirements of Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- 2.3. The Parties to this Deed are satisfied that the sums to be paid to Merton Council and Wandsworth Council in respect of the cost of monitoring compliance with the planning obligations in this Deed are fairly and reasonably related in scale and kind to the Development and do not exceed the respective authorities' estimates of their costs in monitoring the Development over the lifetime of the planning obligations and thus satisfy the requirements of Regulation 122(2A) of the Community Infrastructure Levy Regulations 2010.
- 2.4. No person shall be liable for any breach of the positive and restrictive covenants and undertakings or other provisions of this Deed after it shall have either parted with its entire interest in the Site or the part of 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.
- 2.5. To the extent only that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into as undertakings pursuant to Section 16 of the 1974 Act.

### **3. Conditionality**

- 3.1. Subject to Clauses 3.2 and 3.3 below this Deed shall come into effect upon the date hereof.
- 3.2. Clause 19 shall come into effect upon the later of the grant of the Merton Permission or the grant of the Wandsworth Permission.
- 3.3. Clause 6 (save for Clause 6.8 and 6.9) shall come into effect upon the earlier of the Implementation of the Merton Permission or the Implementation of the Wandsworth Permission **SAVE FOR** any obligations in this Deed which need to be complied with prior to Implementation, each of which shall come into effect upon the later of the grant of the Merton Permission and the grant of the Wandsworth Permission.

### **4. No Encumbrance and Ownership**

- 4.1. The Owner **HEREBY COVENANTS** with the Councils 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 interests in any part of the Site.

4.2. In respect of the Site:

4.2.1. LBM covenants with and undertakes to the GLA and Wandsworth Council that it is the freehold owner of that part of the Site comprising freehold Title Number TGL95509 and has full power to enter into this Deed;

4.2.2. the Owner covenants with and undertakes to the GLA, Wandsworth Council and Merton Council that it is the freehold owner of that part of the Site comprising freehold Title Numbers TGL94008 (and owns the leasehold interest referred to in Recital G above) and has full power to enter into this Deed

and both covenant with and undertake to the GLA and Wandsworth Council and (in the case of the Owner) Merton Council that in relation to their respective freehold interests in the Site there is no other person having any legal estate in the Site SAVE AS set out in the recitals to this Deed.

4.3. The Owner covenants with the Councils and the GLA to give the Councils and the GLA written notice of any change in ownership of any of its interests in the Site or part thereof occurring before all the obligations under this Deed have been discharged, such notice to be served within twenty (20) Working Days following the change and 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 to which the disposal relates by reference to a plan.

## **5. General Provisions**

5.1. The covenants on behalf of the Owner to be observed and performed under this Deed shall be treated as local land charges and registered at the Local Land Charges Registry by the Councils for the purposes of the Local Land Charges Act 1975.

5.2. Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of Merton Council or Wandsworth Council or the GLA in the exercise by each of their statutory functions and the rights powers duties and obligations of Merton Council or Wandsworth Council or the GLA 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.

5.3. Nothing in this Deed shall be construed as a grant of planning permission.

5.4. 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 Merton Permission or the Wandsworth Permission) granted (whether or not on appeal) after the date of this Deed.

5.5. If Merton Council or Wandsworth Council or the GLA consents pursuant to an Amendment Application to any variation or release of any condition contained in the Merton Permission or the Wandsworth Permission (or a previous Amendment Permission) or if any such condition is

varied or released following an appeal under section 78 of the 1990 Act the covenants and provisions of this Deed shall be deemed to bind the Amendment Permission and to apply in equal terms to that Amendment Permission save that where a different section 106 obligation is reasonably required by Merton Council and/or Wandsworth Council and/or the GLA in order to mitigate the impacts of development under an Amendment Permission this obligation shall not apply to that permission if that different section 106 obligation expressly states that it is in substitution for the obligations in this obligation.

#### **VAT**

- 5.6. All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.
- 5.7. The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the Contributions due under this Deed then to the extent that VAT had not been previously charged in respect of that Contribution the relevant Council (or if applicable the GLA) shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

#### **6. Covenants by the Parties**

- 6.1. The Owner covenants with Merton Council that it shall observe and perform the covenants and undertakings contained in
  - 6.1.1. Schedule 5 (save for paragraphs 1.5 to 1.8, 2.1, 2.2 and 2.5)
  - 6.1.2. Schedule 7 (save for paragraph 4)
  - 6.1.3. Paragraph 3 of Schedule 8
  - 6.1.4. Paragraphs 1, 2 and 5 of Schedule 9
  - 6.1.5. Schedule 12 (save for paragraph 5)
  - 6.1.6. Schedule 14 (save for paragraph 1.5)
  - 6.1.7. Schedule 16
  - 6.1.8. Paragraph 3 of Schedule 19as planning obligations for the purposes of the 1990 Act and undertakings for the purposes of Section 16 of the 1974 Act.
- 6.2. The Owner covenants with Wandsworth Council that it shall observe and perform the covenants and undertakings contained in
  - 6.2.1. Schedule 13 (save for paragraphs 1, 2 and 12)
  - 6.2.2. Schedule 15 (save for paragraph 2)as planning obligations for the purposes of the 1990 Act and undertakings for the purposes of Section 16 of the 1974 Act.

- 6.3. The Owner covenants with Merton Council and Wandsworth Council that it shall observe and perform the covenants and undertakings contained in
- 6.3.1. Schedule 4
  - 6.3.2. Schedule 6 (save for paragraph 1.12.1)
  - 6.3.3. Schedule 8 (save for paragraph 3)
  - 6.3.4. Paragraph 1 of Schedule 10
  - 6.3.5. Schedule 11 (save for paragraphs 3, 5 and 8)
  - 6.3.6. Paragraph 12 of Schedule 13
  - 6.3.7. Schedule 17
  - 6.3.8. Schedule 18
  - 6.3.9. Schedule 19 (save for paragraph 3)
- as planning obligations for the purposes of the 1990 Act and undertakings for the purposes of Section 16 of the 1974 Act.
- 6.4. The Owner covenants with the GLA that it shall observe and perform the covenants and undertakings contained in
- 6.4.1. Paragraph 5 of Schedule 12
- as planning obligations for the purposes of the 1990 Act and undertakings for the purposes of Section 16 of the 1974 Act.
- 6.5. The Owner covenants with Merton Council and the GLA that it shall observe and perform the covenants and undertakings contained in
- 6.5.1. Paragraph 4 of Schedule 9
  - 6.5.2. Paragraph 2 of Schedule 10
- as planning obligations for the purposes of the 1990 Act and undertakings for the purposes of Section 16 of the 1974 Act.
- 6.6. LBM covenants with the GLA and the Owner to carry out those obligations in
- 6.6.1. Paragraph 1.12.1 of Schedule 6
  - 6.6.2. Paragraph 4 of Schedule 7
- that LBM is required to carry out and perform.
- 6.7. LBM covenants with the GLA and Wandsworth Council to carry out those obligations on the part of the Owner in the Schedules to this Deed insofar as they relate to the freehold land owned by LBM as at the date of this Deed, subject to clause 6.8
- 6.8. The obligations in this Deed (other than the obligations referred to in clause 6.6) shall not be

enforceable against LBM except where:

6.8.1. (and to the extent that) LBM is carrying out the Development authorised by the Planning Permissions or any part of it; or

6.8.2. LBM has permitted the carrying out of the Development on land owned by LBM by any party other than the Owner (or the Owner's authorised contractors, sub-contractors or agents) without that party first entering into a deed with the Councils and the GLA to observe and perform the obligations, covenants and restrictions contained in this Deed and its schedules and appendices,

and (save as provided in clause 6.6) LBM will not be liable in respect of any breach of the obligations contained in this Deed prior to the circumstances in 6.8.1 and/or 6.8.2 of this sub-clause occurring.

6.9. The limitation on LBM's liability in clause 6.8 shall be personal to THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF MERTON and any successor to its statutory functions.

6.10. Merton Council covenants with the Owner to carry out those obligations in

6.10.1. Paragraphs 1.5 to 1.8, 2.1, 2.2, 2.5 of Schedule 5

6.10.2. Paragraph 1.7 of Schedule 9

6.10.3. Paragraph 1.5 of Schedule 14

that Merton Council is required to carry out and perform.

6.11. Wandsworth Council covenants with the Owner to carry out those obligations in Schedules 11, 13 and 15 that Wandsworth Council is required to carry out and perform.

6.12. Merton Council and Wandsworth Council individually covenant with the Owner to carry out those obligations in

6.12.1. Paragraphs 3, 5 and 8 of Schedule 11

that Merton Council and Wandsworth Council are required to carry out and perform.

6.13. The Owner, Merton Council and Wandsworth Council individually covenant with one another to carry out those obligations in

6.13.1. Paragraphs 1 and 2 of Schedule 13

that they are required to carry out and perform.

## **7. Commencement and Implementation**

7.1. The Owner hereby covenants to give not less than 7 (seven) Working Days' written notice to Merton Council and to Wandsworth Council of the date of the proposed Commencement, and the Owner shall not Commence the Development until such notice has been given.

7.2. This Deed shall cease to have effect (insofar only as it has not already been complied with or

obligations have been triggered) if the Merton Permission or the Wandsworth Permission shall be quashed, revoked or otherwise withdrawn (without the consent of the Owner) or expires prior to Commencement.

7.3. If the Merton Permission shall expire before the Development authorised by the Merton Permission has begun within the meaning of sections 91, 92 or 93 of the 1990 Act or is revoked or is otherwise withdrawn without the consent of the Owner or its successors in title this Deed shall have no further effect in respect of the Site and the Owner shall cease all further works in respect of the Development but without prejudice to the GLA's or Merton Council's ability to enforce in respect of any breach of the obligations in this Deed made in respect of the Development authorised by the Merton Permission occurring prior to such revocation or withdrawal.

7.4. If the Wandsworth Permission shall expire before the Development authorised by the Wandsworth Permission has begun within the meaning of sections 91, 92 or 93 of the 1990 Act or is revoked or is otherwise withdrawn without the consent of the Owner or its successors in title this Deed shall have no further effect in respect of the Site and the Owner shall cease all further works in respect of the Development but without prejudice to the GLA's or Wandsworth Council's ability to enforce in respect of any breach of the obligations in this Deed made in respect of the Development authorised by the Wandsworth Permission occurring prior to such revocation or withdrawal.

#### **8. No Waiver**

No waiver (whether express or implied) by either Party of any breach or default by another Party 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 relevant Party from enforcing any of the said covenants undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by another Party.

#### **9. Interest**

Without prejudice to any other right remedy or power herein contained or otherwise available to Merton Council or the Wandsworth Council or the GLA if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding 28 (twenty-eight) Working Days the Owner shall pay on demand to Merton Council interest thereon at the interest rate of 2 per cent per annum above the base lending rate of the National Westminster Bank plc from the date when the same became due until payment thereof.

#### **10. Severability**

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 shall be held by the Courts to be void for any reason whatsoever but would be valid if severed 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.

## **11. Service of Notices**

- 11.1. Any notice to Merton Council under this Deed shall be in writing and shall be sufficiently served if personally delivered or sent by recorded delivery service or by email to **LegalServices@merton.gov.uk** addressed in the case of Merton Council (unless otherwise stated herein) to the Head of Sustainable Communities at the address given herein.
- 11.2. Any notice to Wandsworth Council under this Deed shall be in writing and shall be sufficiently served if personally delivered or sent by recorded delivery service to the Assistant Director of Environment & Community Services (Planning and Transport) at the address given herein or by email to [planning@wandsworth.gov.uk](mailto:planning@wandsworth.gov.uk).
- 11.3. Any notice to the GLA under this Deed shall be in writing and shall be sufficiently served if personally delivered or sent by recorded delivery service to the Head of Development Management at the address given or by email to [planningsupport@london.gov.uk](mailto:planningsupport@london.gov.uk).
- 11.4. Any notice to the Owner under this Deed shall be in writing and shall be sufficiently served if personal delivered or sent by recorded delivery service to the Estates Director at the address given herein or by email to [S106notices@aeltc.com](mailto:S106notices@aeltc.com).
- 11.5. Any notice to the LBM under this Deed shall be in writing and shall be sufficiently served if personal delivered or sent by recorded delivery service to [ ] at the address given herein or by email to [ ].
- 11.6. Any notice required under this Deed shall be deemed to have been served as follows:
- 11.6.1. if personally delivered at the time of delivery
- 11.6.2. if posted by recorded delivery at the expiration of 48 (forty-eight) hours after the envelope has been posted unless otherwise shown to the contrary
- 11.6.3. if sent by email at the time of delivery
- 11.7. Clauses 11.1 to 11.5 are subject to clause 11.8.
- 11.8. A party may give notice of a change to its name, address or relevant addressee for the purposes of this clause 11 PROVIDED THAT such notification shall only be effective on:
- 11.8.1. the date specified in the notification as the date on which the change is to take place;  
or
- 11.8.2. if no date is specified or the date specified is less than five (5) clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

## **12. Resubmission of Information**

Where under this Deed any matter including without limitation any plan strategy drawing or detail(s) is required to be Approved by any Party (or any other expression of satisfaction or other action referred to in Clause 1.4 is sought from any other Party) AND the matter is Approved, the

Party which sought that Approval shall be entitled to submit amendments to the Approved matters for the Approval of the other Party PROVIDED THAT no amendments shall come into force until they have been Approved by that Party.

**13. Matters to be Approved by Both Merton Council and Wandsworth Council**

13.1. In the event that this Deed requires the Owner to seek Approval from both Councils, a request for Approval shall be submitted to the Councils specifying that Approval is being sought from the Approval Panel.

13.2. Any Approval requested from the Approval Panel shall not be unreasonable or unreasonably withheld or delayed and a response to a request for Approval shall (save where expressly stated to the contrary in this Deed) be given by the Approval Panel within thirty five (35) Working Days of such request being received PROVIDED THAT in the event that within fifteen (15) Working Days of such request being received the Approval Panel requests additional information from the Owner which is reasonably necessary for it to determine the request for Approval, the Approval Panel shall have a further thirty five (35) Working Days following receipt of the requested information to determine such request.

13.3. In the event that:

13.3.1. a response to a request for Approval is not given by the Approval Panel within the time periods specified in clause 13.2 above;

13.3.2. the Owner considers that any request for additional information made by the Approval Panel pursuant to clause 13.2 is not reasonable and is intended to unreasonably delay the Approval Panel's consideration of the request for Approval;

13.3.3. the Approval Panel notifies the Owner pursuant to clause 13.2 that it is refusing to issue an Approval but fails to give reasons for such refusal or the Owner considers that the reasons given are unreasonable; or

13.3.4. the Approval Panel is dissolved or otherwise ceases to operate in accordance with the terms of reference enclosed at Appendix 1,

the Owner may request that the GLA provides the Approval instead pursuant to clause 13.4 and the GLA shall, having first consulted with the Councils, in its absolute discretion elect whether to determine such Approval request as soon as reasonably practicable.

13.4. Where the GLA accepts a referral of an Approval request pursuant to clause 13.3, such Approval shall not be unreasonable or unreasonably withheld or delayed and a response to a request for Approval shall be given by the GLA within thirty five (35) Working Days of such request being accepted PROVIDED THAT in the event that within fifteen (15) Working Days of such request being accepted the GLA requests additional information from the Owner which is reasonably

necessary for it to determine the request for Approval, the GLA shall have a further thirty five (35) Working Days following receipt of the requested information to determine such request.

13.5. In considering an accepted request for Approval pursuant to clause 13.3, the GLA shall consult with the Councils and shall have due regard to any representations received.

13.6. In the event that:

13.6.1. the GLA does not accept a request for an Approval pursuant to clause 13.3; or

13.6.2. the GLA having accepted a request does not respond to it within the time periods specified in clause 13.4; or

13.6.3. the Owner considers that any request for additional information made by the GLA pursuant to clause 13.4 is not reasonable and is intended to unreasonably delay the GLA's consideration of the request for Approval; or

13.6.4. the GLA notifies the Owner pursuant to clause 13.4 that it is refusing to issue an Approval but fails to give reasons for such refusal or the Owner considers that any reasons given are unreasonable,

the Owner shall be entitled to refer the matter to an expert pursuant to clause 21.

13.7. In the event that the GLA accepts a referral of an Approval request pursuant to clause 13.3.2 and the GLA considers that a request for additional information made by the Approval Panel pursuant to clause 13.2 is reasonable, it shall direct that the Owner provide the additional information to the Approval Panel whereupon the relevant request for Approval shall fall to be determined by the Approval Panel in accordance with clause 13.2 and for the avoidance of doubt clause 13.3 shall continue to apply to such request for Approval.

13.8. The provisions of this clause 13 are subject to the Owner notifying the Councils and the GLA that it will be submitting a request for an Approval at least five (5) Working Days before the date on which such a formal request is to be made.

13.9. The time limits in clause 13.2 and 13.4 shall be extended by fifteen (15) Working Days in each instance if the Approval Panel and/or the GLA are required to consult one or more statutory consultees as part of an Approval process.

13.10. In the event that the Owner requests that the GLA provides an Approval pursuant to clause 13.3, the Owner hereby covenants to pay the GLA's reasonable and proper costs of considering such request for Approval as soon as reasonably practicable following receipt of an invoice from the GLA specifying such costs and in any event within fifteen (15) Working Days of receipt of such invoice.

13.11. The Councils and the GLA shall ensure that the Approval Panel operates at all times in accordance with the terms of reference at Appendix 1 of this Deed unless otherwise agreed in writing.

#### **14. Actions on Completion**

The Owner shall on completion of this Deed pay:

- 14.1. Merton Council's reasonable legal costs properly incurred in the negotiation and preparation of this Deed to Merton Council;
- 14.2. Wandsworth Council's reasonable legal costs properly incurred in the negotiation and preparation of this Deed to Wandsworth Council;
- 14.3. LBM's reasonable legal costs properly incurred in the negotiation and preparation of this Deed to LBM; and
- 14.4. the GLA's reasonable legal costs properly incurred in the negotiation and preparation of this Deed to the GLA.

#### **15. Statutory Undertakers**

This Deed shall not be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of heat cooling electricity gas water drainage telecommunication services or public transport services (including for the avoidance of doubt any interest in the Site held by TfL (or any subsidiary thereof)) or (in each case) any successor in function.

#### **16. Mortgagee**

Notwithstanding the terms contained herein any mortgagee or charge from time to time of the Site shall only be liable for any breach of any provision of this Deed during such period (if any) as they are mortgagee or chargee in possession of the Site and then only if they shall have caused such breach or breaches to have been occasioned and PROVIDED THAT for the avoidance of doubt they shall not in any event be liable for any breach of this Deed arising prior to their becoming mortgagee or chargee in possession of the Site regardless of whether or not such pre-existing breach shall continue for any period during which they are mortgagees or chargees in possession of the Site.

#### **17. Deed Governed by English Law**

This Deed is subject to and will be construed in all respects in accordance with the provisions of English law.

#### **18. Third Parties**

It is not intended that this Deed should give rights hereunder to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999 other than TfL in respect of the Owner's obligations in paragraphs 1.4 and 1.6 of Schedule 10 and paragraph 1.6 of Schedule 14.

## **19. Notifications**

The Owner shall notify Merton Council and Wandsworth Council (with a copy to the GLA) in writing within 10 (ten) Working Days of the date of the following (and the Parties acknowledge that the defined terms used in paragraphs 19.1 to 19.22 may be found in individual Schedules to this Deed):

### General

- 19.1. Commencement;
- 19.2. Implementation;
- 19.3. first Occupation of the Development;
- 19.4. the South East Parkland being made ready, open, and available to the public;
- 19.5. the South West Parkland being made ready, open, and available to the public;
- 19.6. the Northern Parkland being made ready, open, and available to the public;
- 19.7. first Occupation of the CGMH;
- 19.8. Practical Completion of the Final Phase of the Development;

### Courts

- 19.9. Commencement of the Community Tennis Courts;
- 19.10. First Playing Use of the Outdoor Grass Tennis Courts;
- 19.11. First Playing Use of the Outdoor Grass Tennis Courts as part of the Qualifying Event;
- 19.12. First Playing Use of the Outdoor Grass Tennis Courts as part of the Championships;
- 19.13. First Playing Use of the Northern Courts;

### Parkland Show Court

- 19.14. Commencement of the Parkland Show Court;
- 19.15. Implementation of the Parkland Show Court;
- 19.16. Practical Completion of the Parkland Show Court;
- 19.17. first Occupation of the Parkland Show Court;
- 19.18. First Playing Use of the Parkland Show Court as part of the Qualifying Event (if applicable);
- 19.19. First Playing Use of the Parkland Show Court as part of the Championships;

### Lake and boardwalk

- 19.20. Commencement of the Boardwalk Connection Works;
- 19.21. Commencement of the Boardwalk; and
- 19.22. Commencement of the De-Silting Works.

## 20. Indexation

The Contributions (or relevant part thereof) shall be adjusted by a percentage equivalent to the percentage increase shown in the BCIS 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:

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

Where

A = the relevant payment specified in this Deed

B = the index figure most recently published prior to the date the relevant payment is paid

C = the index figure most recently published prior to the date of this Deed

For the avoidance of doubt, in case of any decrease in the index the change in the index shall be deemed to be nil.

## 21. Disputes

21.1. Where it is provided in this Deed that a matter is to be Approved by Merton Council and/or Wandsworth Council and/or the Approval Panel and/or the GLA and such Approval has been refused in accordance with the provisions of this Deed and the Owner wishes to dispute such refusal then either the Owner, Merton Council, Wandsworth Council or the GLA (as the case may be) may notify the other that the matter is in dispute and;

21.1.1. the Parties shall first attempt to resolve that dispute or difference amicably including holding a meeting attended by at least one senior representative from each party within 10 (ten) Working Days of receipt of notice that a matter is in dispute;

21.1.2. if after a further 5 (five) Working Days the Parties are unable to resolve the dispute amicably pursuant to Clause 21.1.1, either Party may serve notice on the other of its intention to refer the dispute in accordance with Clause 21 specifying in such notice:

21.1.2.1. the nature, basis and brief description of the dispute

21.1.2.2. the Clause or Paragraph of this Deed pursuant to which the dispute has arisen; and

21.1.2.3. a written request to concur as to the appropriateness of the professional qualification of the person (or body) the other Party proposes be appointed pursuant to Clause 21.2.

- 21.2. Any such dispute or difference notified pursuant to Clause 21.1.2 shall be referred to an independent and suitably qualified person holding appropriate professional qualifications in light of the subject matter in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the Parties in equal shares.
- 21.3. In the absence of agreement as to the appointment, suitability or the appropriateness of the professional body of the person to be appointed pursuant to Clause 21.2 within 10 (ten) Working Days after the Owner has given Merton Council and/or Wandsworth Council and/or the GLA a written request then such question may be referred by either party to the President for the time being of the Law Society for him to appoint a solicitor to determine the appropriate professional body or person to resolve the dispute such solicitor acting as an expert and his decision shall be final and binding on the Parties in the absence of manifest error and his costs shall be payable by the Parties in such proportion as he shall determine and failing such determination shall be borne by the Parties in equal shares.
- 21.4. Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days after the conclusion of any hearing that takes place or 20 (twenty) Working Days after he has received any final written representation pursuant to Clause 21.5
- 21.5. The expert shall be required to give notice to either of the said Parties requiring them to submit to him within 10 (ten) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 (ten) Working Days
- 21.6. Nothing in this Clause 21 shall be taken to fetter the ability of Merton Council and/or Wandsworth Council and/or the GLA to carry out its statutory functions as local planning authority with power to enforce any breach of the obligations entered into by the Owner in this Deed or any other planning breach in respect of the Development.

## **22. Verification and Enforcement**

- 22.1. The Owner shall permit Merton Council and/or Wandsworth Council and/or the GLA and its authorised employees and agents upon reasonable notice which shall be a minimum of 48 (forty-eight) hours to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation enforceable by that Party has been performed or observed.
- 22.2. 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 Merton Council and/or Wandsworth Council and/or the GLA for the purpose of or incidental to the successful

enforcement of any right or power of Merton Council or of Wandsworth Council or of the GLA or of any obligation of the Owner arising hereunder.

- 22.3. Before Merton Council or Wandsworth Council or the GLA exercises its powers under Clause 22.1 hereof it shall give not less than twenty-one (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.
- 22.4. The Owner shall comply with any reasonable request made by either Council or the GLA (as applicable) for documentation held by the Owner for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.
- 22.5. Notwithstanding any other terms or provisions in this Deed, the Owner shall pay all costs, charges and expenses (including without prejudice to the generality thereof legal and planning costs and internal and external professional fees) reasonably and properly incurred by the either Council or the GLA (as applicable) for the purpose of or directly incidental to the enforcement of any of the Owner's obligations contained in this Deed.

### **23. Enforcement of Cross-Boundary Obligations**

- 23.1. The Councils shall use Reasonable Endeavours to co-operate with each other in respect of the enforcement of any breach of a Cross-Boundary Obligation.
- 23.2. In the event that a Council intends to enforce against a breach of a Cross-Boundary Obligation, the relevant Council shall, where practicable, notify the other Council of that fact in writing providing details of:
  - 23.2.1. the alleged breach;
  - 23.2.2. the proposed enforcement action;
  - 23.2.3. the proposed timescales for bringing enforcement action; and
  - 23.2.4. the proposed remedy required.
- 23.3. Following such notice and so far as is reasonably practicable, the Councils shall use Reasonable Endeavours to reach agreement as to the enforcement action to be brought with the intention that any action brought by a Council in respect of a breach shall be consistent with any action brought by the other Council and the Councils shall use Reasonable Endeavours to bring enforcement action on a joint basis.

### **24. Good faith**

- 24.1. The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Deed.
- 24.2. The Parties shall at all times use Reasonable Endeavours to ensure that the planning purposes underlying their respective obligations under this Deed are achieved and are carried out in accordance with good industry practice at the time of performance PROVIDED THAT this clause shall not imply or create any obligation upon any Party which is additional to the obligations contained in this Deed.

24.3. Where there is a reasonable endeavours obligation in this Deed and the Party responsible cannot fulfil the objective of the obligation then on request that Party shall provide an explanation of the steps it has undertaken in carrying out its reasonable endeavours obligation.

**25. Jurisdiction**

This Deed is governed by and 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.

**26. Repayment of Financial Contributions**

26.1. Following the relevant Repayment Option Date, any person who has made a Contribution in accordance with the terms of this Deed to Merton Council or Wandsworth Council may request in writing that Merton Council or Wandsworth Council (as the case may be) repays to that person the balance (if any) of such Contribution which at the date of the receipt of such written request has not been expended or committed together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law.

26.2. Following receipt of a written request pursuant to clause 26.1, Merton Council and Wandsworth Council (as relevant) covenant to repay the relevant sums or amounts to the person who made the financial contribution.

26.3. Any Contribution or part of a Contribution which Merton Council or Wandsworth Council (as the case may be) has contracted to expend prior to the date of receipt of such request shall for the purpose of this clause be deemed to have been expended prior to that date.

**SCHEDULE 1**

**The Merton Permission**

The draft planning permission attached hereto.

**SCHEDULE 2**

**The Wandsworth Permission**

The draft planning permission attached hereto

**SCHEDULE 3**  
**Plans**

**SCHEDULE 4**  
**Community Access**

**Definitions**

AELTC Curated Community Space	means Community Space that the Owner is to administer, manage and make available for use by persons and/or organisations in accordance with the Golf Clubhouse Community Space Management Plan;
Bookable Community Space	means Community Space that is to be made available for booking by local groups and organisations in accordance with (as relevant) the Golf Clubhouse Community Space Management Plan or the Parkland Show Court Community Space Management Plan;
Community Space	means Bookable Community Space or AELTC Curated Community Space;
Community Tennis Courts	means not less than seven (7) of the Outdoor Grass Tennis Courts within the area indicatively shown shaded purple and labelled “Southern Courts (inc. 7 Community Courts)” on the plan titled “AELTC- Community Courts” with reference 51365-AAM-WXX-XX-DR-A-00091 at Schedule 3 and which are to be made available for use by the community in accordance with the provisions of this Schedule;
Community Tennis Courts Community Use Plan	means a plan detailing how the Community Tennis Courts shall be used by Local Residents each year in the period beginning approximately one week after the conclusion of The Championships until the Grass Court Tennis Season End Date; and
Curated Tours	means guided tours of the Site to be provided in accordance with the provisions of this Deed;
Curated Tours Management Plan	means the plan detailing how the Curated Tours will be provided to Local Residents;

<p>Golf Clubhouse</p>	<p>means the existing building at the Site which was previously used as a club house for the Wimbledon Park Golf Club and which is approximately located within the land shown coloured green and labelled “WPGC Clubhouse” on the on the plan titled “AELTC - WPP Zones Plan” with reference number 51365-AAM-WXX-XX-DR-A-00090 at Schedule 3;</p>
<p>Golf Clubhouse Community Space Management Plan</p>	<p>means a plan detailing how the Community Space within the Golf Clubhouse (unless the Parties agree to relocate the Community Space in accordance with the provisions of this Schedule) will be managed, including:</p> <ul style="list-style-type: none"> <li>- the location of the Community Space by reference to one or more plans;</li> <li>- the procedure by which the Owner has consulted Local Residents and organisations as to the potential use of the Community Space and a summary of comments given during that consultation;</li> <li>- the types of activities permitted in the Community Space and how the range of permitted activities has been informed by consultation;</li> <li>- the categories of persons and/or organisations which will be eligible to access the AELTC Curated Community Space;</li> <li>- the categories of persons and/or organisations which will be eligible to book the Bookable Community Space PROVIDED THAT such categories shall include local community groups, local registered charities and local schools;</li> </ul>

	<ul style="list-style-type: none"> <li>- the hours of operation of the Community Space;</li> <li>- the procedure by which bookings of the Bookable Community Space will be made;</li> <li>- the pricing mechanism for bookings of the Bookable Community Space;</li> <li>- the periods of temporary closure during which the Community Space may be closed in order to prepare for, facilitate and de-rig the Qualifying Event and Championships; and</li> <li>- delivery of an accessible toilet within the Golf Clubhouse;</li> </ul>
Grass Court Tennis Season End Date	means the date on which the grass court tennis season comes to an end across the Owner's landholdings which at the date of this Deed is approximately the second weekend of September;
Local Residents	means residents of the London Boroughs of Merton and Wandsworth;
Local Residents Ticketing Scheme	means a scheme which provides details for the provision of 500 tickets per day to access the Parkland Show Court on days during the Championships when the Parkland Show Court is in use to be offered to organisations supported by The Wimbledon Foundation and to Local Residents in accordance with the terms of this Deed;
Parkland Show Court Community Space	means Community Space operating within the Parkland Show Court that is able to be booked by a broad category of groups;
Parkland Show Court Community Space Management Plan	means a plan detailing how the Bookable Community Space within the Parkland Show Court (unless the Parties agree to relocate the Community Space in accordance with the

	<p>provisions of this Schedule) will be managed, including:</p> <ul style="list-style-type: none"> <li>- the location of the Community Space by reference to one or more plans;</li> <li>- The procedure by which the Owner has consulted Local Residents and organisations as to the potential use of the Community Space and a summary of comments given during that consultation;</li> <li>- The types of activities permitted in the Community Space and how the range of permitted activities has been informed by consultation;</li> <li>- The categories of persons and/or organisations which will be eligible to book the Bookable Community Space PROVIDED THAT such categories shall include local community groups, local registered charities and local schools;</li> <li>- The hours of operation of the Community Space;</li> <li>- the procedure by which bookings of the Bookable Community Space will be made;</li> <li>- the pricing mechanism for bookings of the Bookable Community Space; and</li> <li>- the periods of temporary closure during which the Community Space may be closed in order to prepare for, facilitate and de-rig the Qualifying Event and Championships;</li> </ul>
The Wimbledon Foundation	means the organisation registered with company number 08559364 and with charity number 1156996;

### Community Space

- 1.1. The Owner shall identify and deliver subject to and in accordance with the provisions of this Schedule a minimum of 400 square metres (net internal area) of Community Space for the use of Local Residents comprising:
  - 1.1.1. Bookable Community Space within the Golf Clubhouse;
  - 1.1.2. AELTC Curated Community Space within the Golf Clubhouse; and
  - 1.1.3. Bookable Community Space within the Parkland Show Court.
- 1.2. For the avoidance of doubt, the Community Space delivered in accordance with paragraph 1.1 shall be delivered in phases and shall be required to comprise a minimum of 400 square metres (net internal area) from the date on which the Parkland Show Court Community Space is required to be opened in and thereafter for the lifetime of the Development.
- 1.3. The Owner shall prior to Practical Completion of the South East Parkland at its own cost prepare and submit to the Councils the Golf Clubhouse Community Space Management Plan for approval by the Councils in writing.
- 1.4. The Owner shall not open the South East Parkland to the public unless and until the Golf Clubhouse Community Space Management Plan has been submitted to and approved by the Councils in writing.
- 1.5. The Owner shall use Reasonable Endeavours to make the Bookable Community Space and the AELTC Curated Community Space available for use in accordance with the Golf Clubhouse Community Space Management Plan as soon as reasonably possible but in any event shall make such Bookable Community Space and the AELTC Curated Community Space available for use within 12 (twelve) months of the date on which the South East Parkland is first opened to the public and shall make the Bookable Community Space and the AELTC Curated Community Space available for use in accordance with the Golf Clubhouse Community Space Management Plan thereafter for the lifetime of the Development.
- 1.6. The Owner shall cease any Occupation of the South East Parkland on the date which is 12 (twelve) months from the date on which the South East Parkland is first opened to the public (and from that date shall not Occupy the South East Parkland) unless and until the Bookable Community Space and the AELTC Curated Community Space has been provided and made available for use in accordance with the Golf Clubhouse Community Space Management Plan.
- 1.7. From no later than 12 (twelve) months from the date on which the South East Parkland is first opened to the public and thereafter for the lifetime of the Development the Owner shall implement and comply, and procure compliance, with the Golf Clubhouse Community Space Management Plan as approved by the Councils.
- 1.8. The Owner shall prior to submission of any reserved matters application in respect of the Parkland Show Court at its own cost prepare and submit to the Councils the Parkland Show Court Community Space Management Plan for approval by the Councils in writing.

- 1.9. The Owner shall not Occupy the Parkland Show Court unless and until the Parkland Show Court Community Space Management Plan has been submitted to and approved by the Councils in writing.
- 1.10. The Owner shall use Reasonable Endeavours to provide the Parkland Show Court Community Space as soon as reasonably possible but in any event shall make the Parkland Show Court Community Space available for use from within 6 (six) months of first Occupation of the Parkland Show Court and thereafter for the lifetime of the Development.
- 1.11. The Owner shall cease any Occupation of the Parkland Show Court on the date which is 6 (six) months from its first Occupation (and from that date shall not Occupy the Parkland Show Court) unless and until the Parkland Show Court Community Space has been provided and made available for use.
- 1.12. From first Occupation of the Parkland Show Court and thereafter for the lifetime of the Development the Owner shall implement and comply, and procure compliance, with the Parkland Show Court Community Space Management Plan as approved by the Councils.
- 1.13. The Parties agree that the Community Space may only be relocated in the following circumstances:
  - 1.13.1. The Owner may from time to time submit to the Councils for their written approval requests to relocate the Community Space (or parts thereof) to locations other than the Golf Clubhouse or the Parkland Show Court (but for the avoidance of doubt the Community Space must be provided at the Site);
  - 1.13.2. If the Councils approve such requests for relocation in writing, the Owner shall thereafter submit the amendments to the Golf Clubhouse Community Space Management Plan and/or the Parkland Show Court Community Space Management Plan (as relevant) for the approval of the Councils; and
  - 1.13.3. If the Councils approve such amendments in writing the Owner shall thereafter provide the Community Space in accordance with the revised Golf Clubhouse Community Space Management Plan and/or the revised Parkland Show Court Community Space Management Plan (as relevant) for the lifetime of the Development.

#### Community Access to Grass Courts

- 1.14. Subject to paragraph 1.18 below, the Owner shall in each calendar year ensure the Community Tennis Courts are made available for use in accordance with the Community Tennis Courts Community Use Plan.
- 1.15. The Owner shall within six months of Commencement of the Community Tennis Courts at its own cost prepare and submit to the Councils the Community Tennis Court Community Use Plan for approval by the Councils in writing.
- 1.16. The Owner shall not (or shall cease to) Occupy the Community Tennis Courts with effect from the date which is 6 (six) months following their Commencement unless and until the Community

Tennis Court Community Use Plan has been submitted to and approved by the Councils in writing.

- 1.17. Such Community Tennis Court Community Use Plan must as a minimum:
  - 1.17.1. provide for the Community Tennis Courts to be made available by the Owner for use by adults and children who are members of the public;
  - 1.17.2. identify how members of the public will be able to arrange to access to the Community Tennis Courts including membership arrangements, booking arrangements and booking costs;
  - 1.17.3. outline the booking costs for the Community Tennis Courts, which must be comparable to the cost of booking the tennis courts in Wimbledon Park so far as this is feasible, provided that the booking costs of the Community Tennis Courts may be greater than the courts in Wimbledon Park given the differences in playing surface and quality;
  - 1.17.4. identify which community programmes organised by the Owner will be able to use the Community Tennis Courts and how members of the public could book onto such programmes and the pricings thereof;
  - 1.17.5. identify how the Owner will explore additional opportunities for use of the Community Tennis Courts by Merton Schools and Wandsworth Schools having regard to the nature of such use and its feasibility and appropriateness, and how the Owner will present its conclusions to the Councils;
  - 1.17.6. detail the hours of operation and terms of use of the Community Tennis Courts including clothing and footwear requirements;
  - 1.17.7. detail the circumstances in which the Community Tennis Courts may be closed by the Owner (which shall for the avoidance of doubt in all cases include closure in poor weather conditions) in the interests of health and safety or maintenance or groundskeeping or to protect the integrity of the courts; and
  - 1.17.8. allow the Community Tennis Courts to be closed to the local community during the Qualifying Event and Championships.
- 1.18. From the calendar year during which there is First Playing Use of Outdoor Grass Tennis Courts as part of the Qualifying Event and thereafter for the lifetime of the Development the Owner shall:
  - 1.18.1. implement and comply, and procure compliance, with the Community Tennis Court Community Use Plan as approved by the Councils; and
  - 1.18.2. at its own expense and in accordance with the Community Tennis Court Community Use Plan cleanse maintain and keep in good repair and good working order the Community Tennis Courts;

- 1.18.3. on an annual basis prior to the conclusion of the Championships, notify to the Councils the exact dates in that year during which the Community Tennis Courts shall be made available in accordance with the Community Tennis Court Community Use Plan as approved by the Councils.

#### Curated Tours of Site

- 1.19. The Owner shall provide Curated Tours for Local Residents at no cost to those residents in accordance with the Curated Tours Management Plan throughout the year except for the period which begins four (4) weeks prior to the Start Date and which concludes two (2) weeks following the End Date.
- 1.20. The Owner shall before Implementation of the Parkland Show Court at its own cost prepare and submit to the Councils the Curated Tours Management Plan for approval by the Councils in writing.
- 1.21. The Owner shall not Implement the Parkland Show Court unless and until the Curated Tours Management Plan has been submitted to and approved by the Councils in writing.
- 1.22. Such Curated Tours Management Plan must as a minimum ensure tours:
  - 1.22.1. Subject to paragraph 1.24 below, operate on at least 2 (two) days every quarter (three months);
  - 1.22.2. Subject to paragraph 1.24 below, operate on at least 8 (eight) days each year;
  - 1.22.3. are offered free of charge to Local Residents;
  - 1.22.4. are available to Local Residents;
  - 1.22.5. are able to be booked by up to 4 (four) persons from any single household;
  - 1.22.6. are to be booked online and in advance;
  - 1.22.7. are subject to a marketing programme to promote the tours amongst Local Residents; and
  - 1.22.8. (either in respect of a full tour or places on that tour) are to be made available on normal commercial terms to the wider public as part of the Owner's commercial tour operation if such Curated Tour is not fully booked by Local Residents ten (10) days before the proposed date of the Curated Tour.
- 1.23. From first Occupation of the Parkland Show Court and thereafter for the lifetime of the Development the Owner shall implement and comply, and procure compliance, with the Curated Tours Management Plan as approved by the Councils.
- 1.24. The Owner may from time to time submit to the Councils requests to amend the Curated Tours Management Plan (including without limitation in order to reduce the regularity of the Curated Tours but only if such reduction is justified by evidence showing that Local Residents' bookings of Curated Tours has decreased) and if the Councils approve such amendments in writing the

Owner shall thereafter implement and comply, and procure compliance, with the revised Curated Tours Management Plan for the lifetime of the Development.

Local Residents Ticketing Scheme

- 1.25. The Owner shall during the Championships make available in accordance with the Local Residents Ticketing Scheme at least 500 (five hundred) tickets per day for the Parkland Show Court for dates on which the Parkland Show Court is in use for the Championships.
- 1.26. The Owner shall before Implementation of the Parkland Show Court at its own cost prepare and submit to the Councils the Local Residents Ticketing Scheme for approval by the Councils in writing.
- 1.27. The Owner shall not Implement the Parkland Show Court unless and until the Local Residents Ticketing Scheme has been submitted to and approved by the Councils in writing.
- 1.28. Such Local Residents Ticketing Scheme shall as a minimum:
  - 1.28.1. Specify the nature of the tickets within the Parkland Show Court to be made available to Local Residents and The Wimbledon Foundation;
  - 1.28.2. Ensure that 50 (fifty) tickets per day will be distributed through The Wimbledon Foundation free of charge to charitable organisations, schools and community groups based in the London Boroughs of Merton and/or Wandsworth; and
  - 1.28.3. Ensure at least 450 (four hundred and fifty) tickets per day are made available at face value to Local Residents; and
  - 1.28.4. Ensure that any tickets distributed through The Wimbledon Foundation but which remain unclaimed shall be made available at face value to Local Residents; and
  - 1.28.5. Ensure that any tickets which remain unclaimed following the ticket offers made pursuant to paragraphs 1.28.2, 1.28.3 and 1.28.4 above shall be made available at face value to members of the general public.
- 1.29. From the First Playing Use of the Parkland Show Court as part of the Championships and thereafter for the lifetime of the Development the Owner shall implement and comply, and procure compliance, with the Local Residents Ticketing Scheme as approved by the Councils.
- 1.30. The Owner may from time to time submit to the Councils requests to amend the Local Residents Ticketing Scheme (including without limitation to change the mechanism for distributing or booking tickets) and if the Councils approve such amendments in writing the Owner shall thereafter implemented the revised Local Residents Ticketing Scheme for the lifetime of the Development.

**SCHEDULE 5**  
**Wimbledon Park**

**Definitions**

<b>Athletics Track</b>	means the existing athletics track within Wimbledon Park shown for illustrative purposes only shaded green and labelled “Athletics Track” on the plan titled “Wimbledon Park (Public)” with reference 51365-AAM-WXX-XX-DR-A-00095 at Schedule 3;
<b>Boardwalk Connection Works</b>	means <ul style="list-style-type: none"> <li>i. works to allow the connection of the Boardwalk to Wimbledon Park at the point shown approximately on the plan titled “Boardwalk &amp; Wimbledon Park Interface” with reference 51365-LUC-XX-XX-DR-L-18011 at Schedule 3;</li> <li>ii. works to reposition the existing security railing to match the southern boundary of the Athletics Track; and</li> <li>iii. adding a new gate and set of steps to provide access to the Athletics Track on its southern boundary;</li> </ul>
<b>Boardwalk Connection Works Strategy</b>	means a strategy which shall set out <ul style="list-style-type: none"> <li>- details of the Boardwalk Connection Works including a plan showing the location of the same</li> <li>- a timetable for the provision of the Boardwalk Connection Works with completion to be no later than as set out at paragraph 3;</li> </ul>
<b>Demand Notice</b>	means a written demand to be served upon the escrow agent of the Escrow Account requiring payment of the RPG Projects Contribution (or a part thereof) and which sets out: <ul style="list-style-type: none"> <li>- reasonable details of the works to</li> </ul>

	<p>which the payment will be allocated and to which Registered Park and Garden Project(s);</p> <ul style="list-style-type: none"> <li>- the proposed programme for delivering those works;</li> <li>- the amount of the RPG Projects Contribution requested; and</li> <li>- reasonable supporting evidence in respect of each of the above;</li> </ul>
<b>Escrow Account</b>	means an interest bearing bank account set up by the Owner with a UK bank (unless and to the extent that the payment of interest is not the prevailing commercial norm at the relevant time);
<b>Escrow Account Scheme</b>	<p>means the following:</p> <ul style="list-style-type: none"> <li>- the proposed arrangements for the creation of the Escrow Account;</li> <li>- arrangements for the release of the RPG Projects Contribution from the Escrow Account to Merton Council or the Owner to fund the delivery of the Registered Park and Garden Projects in accordance with the provisions of this Schedule;</li> </ul>
<b>Maximum Design Cost</b>	means £181,814 (one hundred and eighty one thousand eight hundred and fourteen pounds) Index Linked;
<b>Registered Park and Garden Projects</b>	means the projects outlined in Appendix 2 the carrying out of which is intended to mitigate the impacts of the Development and to enhance the Registered Park and Garden in heritage, recreational and amenity terms and for the avoidance of doubt it is anticipated that the projects outlined in Appendix 2 will form part of the RPG Plan to be prepared in accordance with paragraph 2 of this Schedule 5.

<p><b>RPG Plan</b></p>	<p>means a strategic landscape and heritage, conservation, enhancement and management plan which shall be an overarching plan produced to cover all of the land within the Registered Park and Garden for the purposes of providing a joined-up approach to proposed developments within, or which may impact, the Registered Park and Garden and with the aim of removing the Registered Park and Garden from Historic England's Heritage at Risk Register. The plan shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>- A summary of the historic development and significance of the Registered Park and Garden;</li> <li>- Strategic principles for the landscaping, conservation, enhancement and maintenance of the Registered Park and Garden;</li> <li>- Establishing a baseline position and identifying key constraints and opportunities with regard to known and proposed developments in the Registered Park and Garden, including the Development;</li> <li>- Parameters and guidelines for any future development works within the Registered Park and Garden;</li> <li>- Plans for the management of the woodland known as "Horse Close Wood" and "Ashen Grove";</li> <li>- Identification of heritage, recreational, leisure and landscaping enhancements and improvements in relation to the existing Wimbledon Park;</li> <li>- A proposed timeframe for delivery of</li> </ul>
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	<p>each identified element of the works; and shall be prepared having regard to the RPG Plan Brief.</p>
<b>RPG Plan Brief</b>	<p>means a written brief which outlines the scope of works to be undertaken by an agreed body or bodies to deliver the RPG Plan;</p>
<b>RPG Projects Contribution</b>	<p>means the sum of £10,687,893 (ten million six hundred and eighty seven thousand eight hundred and ninety three pounds) Index Linked to be used by Merton Council (or the Owner pursuant to the terms of this Schedule) as funding, in full or in part, for the delivery of the Registered Park and Garden Projects with the aim of enhancing the Registered Park and Garden in heritage, recreational and amenity terms as determined in the RPG Plan and removing the Registered Park and Garden from Historic England's 'Heritage At Risk' register, by way of:</p> <ul style="list-style-type: none"> <li>- reducing existing heritage harm in the Registered Park and Garden; mitigating the heritage impacts to the Registered Park and Garden of the Development; mitigating the increased footfall across the Registered Park and Garden; and</li> <li>- enhancing Wimbledon Park in recreational and amenity terms by improving the equipment, facilities, pathways, street furniture, wayfinding and soft and hard landscaping made available for the enjoyment of users of Wimbledon Park.</li> </ul>

1. RPG Projects Contribution

1.1. Prior to Commencement of the Development the Owner shall

- 1.1.1. submit the Escrow Account Scheme to Merton Council for its approval;
- 1.1.2. establish the Escrow Account in accordance with the approved Escrow Account Scheme provided always that such Escrow Account shall be subject to the following conditions:
  - 1.1.2.1. within 10 (ten) Working Days of service of a Demand Notice pursuant to paragraph 1.6 or 1.11 below the amount stated in such Demand Notice plus any interest accrued shall be released and transferred in accordance with the details specified in the Demand Notice; and
  - 1.1.2.2. within 10 (ten) Working Days of the 20<sup>th</sup> (twentieth) anniversary of the date on which 100% (one hundred per cent) of the RPG Projects Contribution has been paid into the Escrow Account any part of the RPG Projects Contribution held in the Escrow Account plus any interest accrued (which has not at that date been demanded but not yet paid pursuant to a Demand Notice) shall be released and transferred to the Owner;
- 1.1.3. pay 50% (fifty per cent) of the RPG Projects Contribution into the Escrow Account.
- 1.2. The Owner shall not Commence or permit Commencement of the Development unless and until
  - 1.2.1. Merton Council has approved the details of the Escrow Account; and
  - 1.2.2. the Owner has paid 50% (fifty per cent) of the RPG Projects Contribution into the Escrow Account.
- 1.3. The Owner shall pay into the Escrow Account the remaining 50% (fifty per cent) of the RPG Projects Contribution within 3 (three) years of Commencement of the Development or prior to Commencement of the Parkland Show Court (whichever is earlier).
- 1.4. The Owner shall not commence or permit Commencement of the Parkland Show Court unless and until it has paid the RPG Projects Contribution into the Escrow Account in full.
- 1.5. Subject to paragraphs 1.9 to 1.11 below, Merton Council shall use the RPG Projects Contribution to fund the Registered Park and Garden Projects in accordance with the terms of any Demand Notice.
- 1.6. Merton Council shall be entitled (subject to paragraph 1.8 below) to serve a Demand Notice (with a copy to the Owner) on the escrow agent of the Escrow Account at any time during the lifetime of the Escrow Account pursuant to paragraph 1.1.2.2 of this Schedule and shall deliver the Registered Park and Garden Projects which formed the basis of its request in accordance with the Demand Notice (unless otherwise agreed with the Owner).
- 1.7. Prior to serving a Demand Notice on the escrow agent of the Escrow Account, Merton Council shall consult the Owner regarding its proposal(s) to deliver the Registered Park and Garden Projects pursuant to the Demand Notice (including its proposed programme for the delivery of those projects and whether following drawdown of the relevant part of the RPG Contribution

confirmation of whether Merton Council reasonably considers that sufficient funds will remain available to deliver the balance of the Registered Park and Garden Projects) and shall have proper regard to the Owner's comments.

- 1.8. Merton Council shall report in writing to the Owner on an annual basis following receipt of the RPG Projects Contribution (or any part thereof) out of the Escrow Account as to:
  - 1.8.1. the Registered Park and Garden Projects to which the RPG Projects Contribution has been allocated in the previous 12 (twelve) months and the amount allocated;
  - 1.8.2. how much of the RPG Projects Contribution has been spent in the previous 12 (twelve) months and towards which Registered Park and Garden Projects;
  - 1.8.3. how much of the RPG Projects Contribution it anticipates spending in the subsequent 12 (twelve) months and on which of the Registered Park and Garden Projects; and
  - 1.8.4. whether in the reasonable opinion of Merton Council any part of the RPG Projects Contribution which it received out of the Escrow Account and which had been allocated to one or more of the Registered Park and Garden Projects in the previous 12 (twelve) months, but which remains unspent is no longer required for the purpose of the Registered Park and Garden Project(s) to which it had originally been allocated.
- 1.9. If Merton Council notifies the Owner in writing pursuant to paragraph 1.8.4 that any part of the RPG Projects Contribution it received out of the Escrow Account is no longer required for the Registered Park and Garden Project(s) to which it had been allocated, the Owner agrees that those funds may be redistributed towards one or more of the other Registered Park and Garden Projects.
- 1.10. Notwithstanding paragraphs 1.1 to 1.9, the Owner shall be entitled at its absolute discretion to submit a written request to Merton Council that it deliver some or all of the Registered Park and Garden Projects in which case the Owner and Merton Council shall negotiate in good faith to agree in writing the terms of:
  - 1.10.1. the Owner's delivery of such Registered Park and Garden Projects; and
  - 1.10.2. the programme for the Owner's delivery of those projectsprovided that the Owner and Merton Council shall during any negotiations give reasonable consideration towards ensuring that sufficient funds remain available to deliver the balance of the Registered Park and Garden Projects should terms be agreed for the Owner to deliver the relevant Registered Park and Garden Projects.
- 1.11. In the event that Merton Council agrees to a written request of the Owner pursuant to paragraph 1.10, the Owner shall:
  - 1.11.1. serve a Demand Notice on the escrow agent (with a copy to Merton Council) as soon as reasonably practicable; and
  - 1.11.2. deliver the Registered Park and Garden Projects which formed the basis of its request

in accordance with the Demand Notice (unless otherwise agreed with Merton Council).

2. RPG Plan

- 2.1. Merton Council covenants to use Reasonable Endeavours to prepare an RPG Plan Brief in consultation with Historic England, the Owner, LBM, The Wimbledon Club, and Wandsworth Council prior to Commencement of the Development.
- 2.2. Merton Council covenants to use Reasonable Endeavours to prepare the final version of the RPG Plan in consultation with Historic England, LBM, the Owner, The Wimbledon Club, and Wandsworth Council prior to the opening of the South East Parkland to the public.
- 2.3. The Owner covenants to use Reasonable Endeavours to respond to queries from Merton Council which arise in the course of Merton Council's preparation of the RPG Plan Brief and the RPG Plan and to respond to any consultation in a timely manner.
- 2.4. Subject to paragraph 2.5 below, the Owner covenants to pay Merton Council's reasonable and properly incurred costs in preparing the RPG Plan Brief and the RPG Plan within a reasonable period of time following the Owner's receipt of Merton Council's invoice in respect of such costs.
- 2.5. Merton Council shall report in writing to the Owner on an annual basis regarding the reasonable and properly incurred costs (a) which it has incurred in the previous 12 (twelve) months and (b) which it anticipates incurring in the subsequent 12 (twelve) months, in preparing the RPG Plan Brief and RPG Plan.
- 2.6. If the RPG Plan Brief and/or the RPG Plan are not finalised by the trigger given in paragraphs 2.1 or 2.2 of this Schedule (as appropriate):
  - 2.6.1. the Parties acknowledge that the Development may be Commenced (in the case of the RPG Plan Brief) and the South East Parkland may be opened to the public (in the case of the RPG Plan); but
  - 2.6.2. Merton Council (and the Owner as appropriate) shall continue to use Reasonable Endeavours after the relevant trigger given has passed and shall provide alternative dates by when the RPG Plan Brief and/or RPG Plan will be prepared.

3. Boardwalk Connection Works

- 3.1. The Owner shall, at least 3 (three) months prior to Commencement of the Boardwalk Connection Works (unless otherwise agreed by Merton Council) and in any event prior to Commencement of the Boardwalk, at its own cost prepare and submit to Merton Council the Boardwalk Connection Works Strategy for approval by Merton Council in writing.
- 3.2. The Owner shall not Commence or permit Commencement of the Boardwalk Connection Works unless and until the Boardwalk Connection Works Strategy has been submitted to and approved in writing by Merton Council.
- 3.3. The Owner shall not be required to produce a design for the Boardwalk Connection Works which in the Owner's reasonable opinion would exceed the Maximum Design Cost.

- 3.4. When considering whether to approve the Boardwalk Connection Works Strategy in accordance with paragraph 3.1 hereof, Merton Council shall regard the Maximum Design Cost as the maximum reasonable cost for the Boardwalk Connection Works PROVIDED THAT the Owner shall be entitled in its absolute discretion to design the Boardwalk Connection Works to a higher specification than the Maximum Design Cost would allow and to incorporate such higher specification of design in the Boardwalk Connection Works Strategy.
- 3.5. The Owner shall carry out and complete the Boardwalk Connection Works at its own cost (regardless of whether the actual cost of delivery exceeds the Maximum Design Cost) prior to the First Playing Use of the Outdoor Grass Tennis Courts in accordance with the Boardwalk Connection Works Strategy as approved by Merton Council.
- 3.6. The Owner shall not permit the First Playing Use of the Outdoor Grass Tennis Courts unless and until the Boardwalk Connection Works have been completed and are ready for use by the public in accordance with the Boardwalk Connection Works Strategy as approved by Merton Council.

**SCHEDULE 6**  
**AELTC Parkland**

**Definitions**

<p><b>AELTC Parkland Maintenance and Repair Plan</b></p>	<p>means a plan to be prepared by the Owner which shall comply with the following principles:</p> <ul style="list-style-type: none"> <li>- The Owner shall be responsible at all times and at its own cost for repairing and maintaining the AELTC Parkland and any associated services for safe pedestrian and recreational use by the public; and the Owner shall allow the Councils' officers to access the AELTC Parkland and any associated services upon giving reasonable notice for the purposes of monitoring compliance with this Deed</li> </ul>
<p><b>AELTC Parkland Public Access Plan</b></p>	<p>means a plan to be prepared by the Owner which shall comply, and be prepared in accordance, with the following principles:</p> <ul style="list-style-type: none"> <li>- The AELTC Parkland shall be publicly accessible on a permissive basis and free of charge to users for as much of the year as is reasonably practicable</li> <li>- Access to the Southern Parkland shall be made available at substantially the same times as Wimbledon Park is normally open for public access (as published online by LBM on <a href="http://www.merton.gov.uk/leisure-recreation-and-culture/parks-and-open-spaces/parks-and-recreation-grounds/wimbledon/wimbledon-park">www.merton.gov.uk/leisure-recreation-and-culture/parks-and-open-spaces/parks-and-recreation-grounds/wimbledon/wimbledon-park</a> or an alternative website administered by LBM from time to time) save as set out in paragraph 1.14 of this Schedule and in line with these principles:</li> </ul>

	<ul style="list-style-type: none"><li>○ Such part(s) of the Southern Parkland may be closed from no earlier than 4 (four) weeks prior to the Start Date for a total period of not more than 3 (three) weeks as is necessary to facilitate the setup of the Qualifying Event and/or Championships save that during this period the Key East-West Link shall be maintained and remain open</li><li>○ The entirety of the Southern Parkland may be closed to the public for a maximum period of 1 (one) week immediately prior to the Start Date to allow for installation of trackway and similar structures save that during this period the Key East-West Link shall be maintained and remain open</li><li>○ From and including the Start Date and until and including the End Date necessary part(s) of the Southern Parkland to facilitate the set-down of the Qualifying Event and/or Championships may be closed save that during this period the Key East-West Link shall be maintained and shall remain open</li><li>○ The entirety of the Southern Parkland may be closed to the public for a maximum period of 2 (two) weeks from and excluding the End Date to allow for necessary works as a</li></ul>
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	<p>result of the Qualifying Event and/or Championships to be undertaken save that during this period the Key East-West Link shall be maintained and remain open</p> <ul style="list-style-type: none"> <li>- Access to the Northern Parkland shall be made available at substantially the same times as Wimbledon Park is open for access save as set out in paragraph [1.13] of this Schedule and PROVIDED THAT the Northern Parkland may be closed in its entirety from no earlier than 4 (four) weeks prior to the Start Date until no later than 2 (two) weeks from and including the End Date to facilitate the setup, operation and dismantling of the Qualifying Event and/or Championships and to allow for necessary works as a result of the Qualifying Event and/or Championships to be undertaken</li> <li>- The period from the Start Date to the End Date shall not be longer than 28 (twenty-eight) days unless otherwise agreed with the Councils</li> <li>- The Owner shall at all times use Reasonable Endeavours to allow access to the AELTC Parkland by the public and keep the AELTC Parkland open, subject to the temporary closure periods set out above and save where permitting access would contravene any UK Government statutory requirement including without limitation the CDM Regulations 2015</li> <li>- The Owner shall have regard to and use Reasonable Endeavours to be informed by the Public London Charter when preparing the plan</li> </ul>
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	<p>and shall include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>- The plan shall specify the purpose of the AELTC Parkland and the nature of the spaces provided within the AELTC Parkland;</li> <li>- Details as to which activities (for example dog walking and cycling) are to be permitted and in which spaces on the AELTC Parkland;</li> <li>- Details as to the hours during which the AELTC Parkland will be open for access to the public (such hours to be substantially the same as those operated for Wimbledon Park);</li> <li>- The location of Key East-West Link shown on a plan;</li> <li>- Details of the full and adequate insurance cover in the Owner's name in respect of any claims for injury or damage that may be made by members of the public as a result of access to the AELTC Parkland</li> </ul>
<b>CDM Regulations 2015</b>	means the Construction (Design and Management) Regulations 2015 (as amended)
<b>Key East-West Link</b>	means the unobstructed pedestrian and cycle route free from obstacles and for the purposes of permissive access by the public running through the Southern Parkland, the location and minimum extent of which is shown indicatively as the blue line on the South East and South West Parkland plan with reference 51365-AAM-WXX-XX-DR-A-00096 attached to this Deed at Schedule 3
<b>Public London Charter</b>	means the GLA's London Plan guidance document dated 8 October 2021 (or any replacement guidance from time to time)

<b>Safety Advisory Group</b>	means the London Borough of Merton's multi-agency forum that reviews and advises on safety for public events that take place in Merton or any successor forum
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1. AELTC Parkland
  - 1.1. Prior to the First Playing Use of any of the Outdoor Grass Tennis Courts the Owner shall make ready, open, and available to the public the South East Parkland.
  - 1.2. The Owner shall not permit First Playing Use of any of the Outdoor Grass Tennis Courts prior to the South East Parkland being made ready, open, and available to the public.
  - 1.3. Prior to the Occupation of the CGMH, the Owner shall make the South West Parkland ready, open and available to the public.
  - 1.4. The Owner shall not Occupy or permit the Occupation of the CGMH unless and until the South West Parkland has been made ready, open and available to the public.
  - 1.5. Prior to First Playing Use of the Northern Courts, the Owner shall make the Northern Parkland ready, open and available to the public.
  - 1.6. The Owner shall not permit First Playing Use of the Northern Courts unless and until the Northern Parkland has been made ready, open and available to the public.
  - 1.7. The Owner shall prepare at its own cost and submit to the Councils:
    - 1.7.1. the AELTC Parkland Public Access Plan; and
    - 1.7.2. the AELTC Parkland Maintenance and Repair Plan

prior to the relevant part of the AELTC Parkland being made ready, open, and available to the public PROVIDED THAT the Owner shall be entitled to prepare separate versions of the plans referred to in paragraphs 1.7.1 and 1.7.2 in respect of the South East Parkland, the South West Parkland and the Northern Parkland.
  - 1.8. The Owner shall not use or permit the use of the relevant part of the AELTC Parkland by the public unless and until both the AELTC Parkland Public Access Plan and the AELTC Parkland Maintenance and Repair Plan (or the relevant versions of such plans for such relevant part if the Owner prepares separate versions dealing with the South East Parkland, South West Parkland and/or Northern Parkland) have been submitted to and approved by the Councils in writing.
  - 1.9. Subject to paragraphs 1.10 and 1.11 below, from first Occupation and use of the AELTC Parkland (or the relevant part thereof) the Owner shall implement and comply with both the AELTC Parkland Public Access Plan and the AELTC Parkland Maintenance and Repair Plan as approved by the Councils in perpetuity in respect of the relevant part of the AELTC Parkland.

- 1.10. At any time following approval of the AELTC Parkland Public Access Plan, the Councils and/or the Safety Advisory Group may request not more than once in any calendar year that the Owner make reasonable amendments to the AELTC Parkland Public Access Plan and in the event that such a request is made:
  - 1.10.1. the Owner shall have regard to such request;
  - 1.10.2. the Owner shall discuss such request with the Councils in good faith in order to agree the form of amendment; and
  - 1.10.3. if the amendment is agreed, the Owner shall implement the amendment to the AELTC Parkland Public Access Plan within a reasonable period of time to be agreed with the Councils.
- 1.11. The Owner may from time to time submit requests in writing to the Councils for amendments to the AELTC Parkland Access Plan and/or AELTC Parkland Maintenance and Repair Plan and if the Councils confirm in writing that the amendment is approved the Owner shall implement such amendments within a reasonable period of time to be agreed with the Councils.
- 1.12. In the event that changes are made to the opening times for, or activities permitted in, Wimbledon Park:
  - 1.12.1. LBM shall inform the Owner of such changes as soon as reasonably practicable; and
  - 1.12.2. subject to paragraph 1.13 below, upon being so informed the Owner shall within a reasonable period of time request amendments to the AELTC Parkland Access Plan and/or AELTC Parkland Maintenance and Repair Plan (as appropriate) with a view to ensuring that the opening times for, and permitted activities in, the AELTC Parkland and Wimbledon Park shall remain substantially the same.
- 1.13. Paragraph 1.12.2 shall not apply in the event that changes to the opening times for, and permitted activities in, the AELTC Parkland would in the reasonable opinion of the Owner (and agreed with the Councils acting reasonably) undermine the purpose of the AELTC Parkland and the nature of the spaces provided within the AELTC Parkland.
- 1.14. The Owner shall ensure that the AELTC Parkland is kept open to the public in perpetuity in accordance with AELTC Parkland Access Plan (as approved by the Councils) PROVIDED THAT the AELTC Parkland may be temporarily closed or access restricted or prevented in the following circumstances only (unless otherwise agreed in writing by the Councils):
  - 1.14.1. for maintenance and repair as long as closure is no longer in time (or greater in physical extent) than necessary for the relevant works to be carried out effectively;
  - 1.14.2. for health and safety reasons and in the event that the AELTC Parkland is damaged or destroyed by an insured or uninsured risk as long as closure is no longer in time (or greater in physical extent) than necessary for health and safety concerns to be resolved; and
  - 1.14.3. (save for the Key East-West Link, which is outside of the scope of this paragraph 1.14.3) in order to set up, operate and de-rig the Site in connection with the Qualifying

Event and/or Championships, as agreed pursuant to the AELTC Parkland Public Access Plan.

1.15. The Owner and the Councils agree that:

1.15.1. the Owner shall, at its own cost and at no cost to the Councils, manage and maintain the AELTC Parkland in perpetuity;

1.15.2. the Owner shall upon reasonable prior notice permit access to the AELTC Parkland by the Councils or officers of the Councils, contractors or agents in order to monitor the Owner's compliance with the provisions of this Schedule; and

1.15.3. the Councils shall at no time be held responsible for any actions, proceedings, demands, losses, claims, costs, expenses, or liabilities arising directly or indirectly in connection with or incidental to or as a consequence of public access to the AELTC Parkland (or any part thereof).

1.16. The Owner shall, at its own cost and at no cost to the Councils:

1.16.1. as soon as reasonably practicable following the first anniversary of the opening of the AELTC Parkland, prepare and issue to the Councils a monitoring report detailing the duration, extent and reasons for the closures of the AELTC Parkland during the previous calendar year including (but not limited to): the areas of the AELTC Parkland which were closed during the previous calendar year; at which points during the preparation for and/or works following the Qualifying Event and/or Championships the areas were closed; and for how many days such closures were in place; and

1.16.2. thereafter issue a monitoring report to the Councils at least once per annum for the lifetime of the AELTC Parkland.

**SCHEDULE 7**  
**Wimbledon Park Lake**

**Definitions**

<p><b>Boardwalk Access, Management and Maintenance Strategy</b></p>	<p>means a strategy setting out details as to:</p> <ul style="list-style-type: none"> <li>- How the Owner will repair and maintain the Boardwalk at its own cost</li> <li>- How the Owner will ensure that the Boardwalk is safe for pedestrian and recreational use at substantially the same times as Wimbledon Park is open for access save as set out in paragraph 2.6 of this Schedule and PROVIDED THAT necessary part(s) of the Boardwalk may be closed from no earlier than 4 (four) weeks prior to the Start Date until no later than 2 (two) weeks from and including the End Date to facilitate the setup, operation and dismantling of the Qualifying Event and/or Championships and to allow for necessary works as a result of the Qualifying Event and/or Championships to be undertaken</li> <li>- In respect of those parts of the Boardwalk situated on land owned by LBM, how the Owner will ensure that public access will be delivered and how public access will be managed by LBM</li> <li>- [In respect of those parts of the Boardwalk situated on land owned by LBM, how LBM will permit and ensure access for the public and use Reasonable Endeavours to ensure that opening hours are substantially the same as the opening hours of Wimbledon Park]</li> <li>- Details of the insurance plans for the Boardwalk which shall be in line with</li> </ul>
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	<p>the following principles:</p> <ul style="list-style-type: none"> <li>○ the Owner shall indemnify LBM for up to £10,000,000 (ten million pounds) in respect of any single claim in respect of any failure on the Owner's part to maintain and repair the Boardwalk;</li> <li>○ the Owner shall have no responsibility for the behaviour and/or actions of the public when the public use the Boardwalk;</li> <li>○ LBM shall include the Boardwalk on its list of insured assets for property damage, employer and public liability;</li> </ul>
<b>Boardwalk Delivery Strategy</b>	<p>means a strategy setting out:</p> <ul style="list-style-type: none"> <li>- Details of the Boardwalk including a plan showing the location of the same</li> <li>- A timetable for the provision of the Boardwalk with completion to be no later than as set out at paragraph 2.3;</li> </ul>
<b>De-Silting Works</b>	<p>means works to remove silt from Wimbledon Park Lake in order to maintain and enhance the heritage, recreational, and amenity value of Wimbledon Park Lake as well as delivering ecological and water quality benefits;</p>
<b>De-Silting Works Completion Certificate</b>	<p>means the certificate to be issued by Merton Council under paragraph 1.6 to confirm that in the reasonable opinion of Merton Council the Owner has carried out and completed the De-Silting Works in accordance with the De-Silting Works Strategy;</p>
<b>De-Silting Works Completion Date</b>	<p>means the date on which the Owner has in its</p>

	opinion carried out and completed the De-Silting Works in accordance with the De-Silting Works Strategy approved by Merton Council as notified to Merton Council;
<b>De-Silting Works Principles</b>	means the principles detailed in Appendix 3;
<b>De-Silting Works Strategy</b>	means a strategy which shall detail the elements, methodology and risk assessment comprised in the De-Silting Works including but not limited to the matters comprising the De-Silting Works Principles;
<b>New pontoons</b>	means the 26 (twenty-six) new pontoons to be connected to the Boardwalk in the locations shown on the plan titled "AELTC – Lake and Boardwalk" with reference 51365-AAM-WXX-XX-DR-A-00094 at Schedule 3 (unless otherwise agreed in writing by Merton Council) and which, following provision, LBM may make available for use for angling in accordance with the New Pontoons Management Strategy in order to enhance enjoyment of Wimbledon Park Lake;
<b>New Pontoons Delivery Strategy</b>	means a plan for the provision of the New Pontoons which shall include, but not be limited to: <ul style="list-style-type: none"> <li>- the standard to which the New Pontoons must be constructed</li> <li>- a timetable for provision of the same with completion not later than the time frame specified at paragraph 3.3;</li> </ul>
<b>New Pontoons Management Strategy</b>	means a plan which shall detail <ul style="list-style-type: none"> <li>- the ongoing maintenance of the New Pontoons which shall be undertaken and paid for by the Owner;</li> <li>- the intended types of users of the New Pontoons and the range of activities permitted on the New Pontoons which shall be overseen and managed and</li> </ul>

	<p>administered by LBM; and</p> <ul style="list-style-type: none"> <li>- the means by which the Owner will permit users of the New Pontoons access over the AELTC Parkland and those parts of the Boardwalk situated on the Owner's land for the purpose of accessing the New Pontoons;</li> </ul>
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1. De-Silting Works

- 1.1. The Owner shall not less than 6 (six) months prior to Commencement of the De-Silting Works, at its own cost prepare and submit to Merton Council the De-Silting Works Strategy for approval by Merton Council in writing.
- 1.2. The Owner shall not commence or permit Commencement of the De-Silting Works unless and until the De-Silting Works Strategy has been submitted to and approved in writing by Merton Council.
- 1.3. The Owner shall carry out and complete the De-Silting Works and secure the De-Silting Works Completion Certificate prior to First Playing Use of the Outdoor Grass Tennis Courts in accordance with the De-Silting Works Strategy as approved by Merton Council.
- 1.4. The Owner shall not carry out or permit First Playing Use of the Outdoor Grass Tennis Courts unless and until Merton Council has issued the De-Silting Works Completion Certificate.
- 1.5. The Owner shall notify Merton Council in writing as soon as reasonably practicable following the De-Silting Works Completion Date that in its opinion it has carried out and completed the De-Silting Works.
- 1.6. As soon as reasonably practicable and in any event within 10 (ten) Working Days from receipt of the Owner's notification pursuant to paragraph 1.5, Merton Council shall inspect the De-Silting Works in order to determine whether in its reasonable opinion the Owner has carried out and completed the De-Silting Works in accordance with the De-Silting Works Strategy and Merton Council shall as soon as reasonably practicable and in any event within 5 (five) Working Days of such inspection:
  - 1.6.1. provide the Owner with the De-Silting Works Completion Certificate; or
  - 1.6.2. inform the Owner in writing that in Merton Council's reasonable opinion the Owner has not carried out or completed the De-Silting Works in accordance with the De-Silting Works Strategy and in which case Merton Council shall provide the Owner with a list in writing of any additional or remedial works required to be carried out before the Owner shall be entitled to send a further notice to Merton Council pursuant to paragraph 1.5 above.

- 1.7. From and including the De-Silting Works Completion Date until and including the date on which Merton Council issues the De-Silting Works Completion Certificate, the Owner shall be responsible at its own cost for the management and maintenance of the De-Silting Works.
2. The Boardwalk
  - 2.1. The Owner shall, prior to Commencement of the Boardwalk, at its own cost prepare and submit to Merton Council the Boardwalk Delivery Strategy for approval by Merton Council in writing.
  - 2.2. The Owner shall not Commence or permit Commencement of the Boardwalk unless and until the Boardwalk Delivery Strategy has been submitted to and approved in writing by Merton Council.
  - 2.3. The Owner shall:
    - 2.3.1. provide at its own cost and make ready for use by the public the Boardwalk in accordance with the Boardwalk Delivery Strategy; and
    - 2.3.2. submit the Boardwalk Access, Management and Maintenance Strategy to Merton Council for approval in writingprior to First Playing Use of the Outdoor Grass Tennis Courts.
  - 2.4. The Owner shall not permit First Playing Use of the Outdoor Grass Tennis Courts unless and until:
    - 2.4.1. it has provided and made ready for use by the public the Boardwalk in accordance with the Boardwalk Delivery Strategy; and
    - 2.4.2. the Boardwalk Access, Management and Maintenance Strategy has been submitted to and approved in writing by Merton Council.
  - 2.5. Following provision of the Boardwalk and thereafter for the lifetime of the Development the Owner shall at its own cost manage and maintain the Boardwalk in accordance with the Boardwalk Access, Management and Maintenance Strategy as approved in writing by Merton Council.
  - 2.6. The Owner shall ensure that the Boardwalk is kept open to the public for access by foot in accordance with Boardwalk Access, Management and Maintenance Strategy for the lifetime of the Development PROVIDED THAT the Boardwalk may be temporarily closed or access restricted or prevented in the following circumstances only (unless otherwise agreed in writing by Merton Council):
    - 2.6.1. for the set up, operation and de-rigging of the Site in connection with the Qualifying Event and/or Championships and the carrying out of necessary works in connection with the same, as agreed pursuant to the Boardwalk Access, Management and Maintenance Strategy
    - 2.6.2. for maintenance and repair as long as closure is no longer in time (or greater in physical

extent) than necessary for the relevant works to be carried out effectively

- 2.6.3. for health and safety reasons and in the event that the Boardwalk is damaged or destroyed by an insured or uninsured risk as long as closure is no longer in time (or greater in physical extent) than necessary for health and safety concerns to be resolved
- 2.6.4. where to allow access would be in contravention of any UK Government statutory requirement including without limitation the CDM Regulations 2015 or the recommendations of the Safety Advisory Group.
- 2.7. The Owner may request amendments to the Boardwalk Access, Management and Maintenance Strategy from time to time and if Merton Council approves such amendments in writing the Owner shall thereafter manage and maintain the Boardwalk in accordance with the revised Boardwalk Access, Management and Maintenance Strategy for the lifetime of the Development.
3. Angling pontoons
- 3.1. Prior to Commencement of the Boardwalk the Owner shall submit the New pontoons Delivery Strategy to Merton Council for approval in writing.
- 3.2. The Owner shall not Commence the Boardwalk unless and until the New pontoons Delivery Strategy has been submitted to Merton Council and approved in writing.
- 3.3. Prior to the Boardwalk being made available for use by the public the Owner shall provide the New pontoons in accordance with the New pontoons Delivery Strategy.
- 3.4. The Owner shall not allow the Boardwalk to be used by the public unless and until the New pontoons have been provided in accordance with the New pontoons Delivery Strategy.
- 3.5. Prior to the New pontoons being made available for use the Owner shall submit the New pontoons Management Strategy to Merton Council for approval in writing.
- 3.6. The Owner shall not allow the New pontoons to be used by the public unless and until the New pontoons Management Strategy has been submitted to Merton Council and approved in writing.
- 3.7. Following provision of the New pontoons the Owner shall maintain and manage and provide (or where necessary ensure) access to the New pontoons in accordance with the approved New pontoons Management Strategy PROVIDED THAT access to the New pontoons may be restricted during any period in which the Boardwalk is temporarily closed pursuant to paragraph 2.6 above (where such closure of the relevant New pontoons is required for the same reason as the associated closure of the Boardwalk and/or due to the closure of the Boardwalk it is not physically possible to access the relevant New pontoons on foot or wheelchair from the Boardwalk).
- 3.8. Following provision of the New pontoons LBM shall manage oversee and administer the use of and categories of activities permitted on the New pontoons in accordance with approved New

Pontoons Management Strategy PROVIDED THAT use of the New Pontoons may be restricted during any period in which the Boardwalk is temporarily closed pursuant to paragraph 2.6 above (where such closure of the relevant New Pontoons is required for the same reason as the associated closure of the Boardwalk and/or due to the closure of the Boardwalk it is not physically possible to access the relevant New Pontoons on foot or wheelchair from the Boardwalk).

3.9. Either the Owner or LBM may request amendments to the New Pontoons Management Strategy from time to time and if the same are agreed in writing the Owner shall thereafter maintain and provide access to the New Pontoons and LBM shall manage, oversee and administer the use of and categories of activities permitted in accordance with the revised New Pontoons Management Strategy.

4. Access

4.1. [LBM covenants with the Owner and the GLA that it shall grant public access to the Boardwalk and the New Pontoons in accordance with the applicable bylaws subject to any periods of temporary closure agreed pursuant to this Schedule.]

## SCHEDULE 8

### Air Quality & Highway Works

#### Definitions

<b>Access Management Plan</b>	means a plan setting out how the Owner shall provide safe and secure routes for pedestrians and cyclists along Church Road or alternative routes during the Qualifying Event and Championships;
<b>Air Quality Action Plan Contribution (Merton)</b>	means the sum of £4,040 (four thousand and forty pounds) Index Linked to be used by Merton Council towards the cost of local actions associated with the delivery of Merton Council's Air Quality Action Plan (2018-2023);
<b>Air Quality Action Plan Contribution (Wandsworth)</b>	means the sum of £4,040 (four thousand and forty pounds) Index Linked to be used by Wandsworth Council towards the cost of local actions associated with the delivery of Wandsworth Council's Air Quality Action Plan (2023-2028);
<b>Air Quality Monitoring Equipment Contribution (Merton)</b>	means the sum of £15,151 (fifteen thousand one hundred and fifty one pounds) Index Linked to be used by Merton Council towards covering the cost of air quality monitoring equipment in the London Borough of Merton;
<b>Air Quality Monitoring Equipment Contribution (Wandsworth)</b>	means the sum of £15,151 (fifteen thousand one hundred and fifty one pounds) Index Linked to be used by Wandsworth Council towards covering the cost of air quality monitoring equipment in the London Borough of Wandsworth;
<b>Air Quality Monitoring Resourcing Contribution (Merton)</b>	means the sum of £37,878 (thirty seven thousand eight hundred and seventy eight pounds) Index Linked to be used by Merton Council towards the cost of air quality monitoring resourcing for the overarching purpose of air quality monitoring and management in the London Borough of Merton which shall be payable in instalments in accordance with the provisions of this Schedule;
<b>Air Quality Monitoring Resourcing Contribution (Wandsworth)</b>	means the sum of £37,878 (thirty seven thousand eight hundred and seventy eight pounds) Index Linked to be used by Wandsworth Council towards the cost of air quality monitoring resourcing for the overarching purpose of air quality monitoring and management in the London Borough of Wandsworth which shall be payable in instalments in accordance with the provisions of this Schedule;
<b>Highway Works</b>	means the works to be undertaken to the public highway on Church Road as set out in the Transport Assessment and any such other works

	as are agreed between the highway authority and the Owner as a result of the Development;
<b>Section 278 Agreement</b>	means an agreement between the Owner and the local highway authority made pursuant to section 278 of the 1980 Act for the Highway Works or multiple separate agreements which together secure the delivery of the Highway Works;
<b>Transport Assessment</b>	means ‘ <i>The AELTC Wimbledon Park Project: Transport Assessment</i> ’ dated July 2021 (ref. 51365-BHE-XX-XX-RP-Y-00020) together with ‘ <i>The AELTC Wimbledon Park Project: Transport Assessment Addendum</i> ’ dated May 2022 (ref. 51365-BHE-XX-XX-RP-Y-06000) and together with ‘ <i>The AELTC Wimbledon Park Project: Transport Assessment Addendum</i> ’ dated April 2024 (ref. 51365-BHE-XX-XX-RP-Y-06000 P04) in each case prepared by Buro Happold for and on behalf of the Owner;

1. Air Quality Contributions

- 1.1. The Owner shall pay the Air Quality Monitoring Resourcing Contribution (Merton) to Merton Council and the Air Quality Monitoring Resourcing Contribution (Wandsworth) to Wandsworth Council in the following instalments:
- 1.1.1. £15,152 (fifteen thousand one hundred and fifty two pounds) Index Linked to be paid prior to Commencement of the Development (split equally between the Councils);
- 1.1.2. £15,151 (fifteen thousand one hundred and fifty one pounds) Index Linked to be paid on each anniversary of the Commencement of the Development up to and including the fourth anniversary of the Commencement of the Development (in each case split equally between the Councils).
- 1.2. The Owner shall not Commence or permit Commencement of the Development until the first instalment of the Air Quality Monitoring Resourcing Contribution (Merton) has been paid to Merton Council and the first instalment of the Air Quality Monitoring Resourcing Contribution (Wandsworth) has been paid to Wandsworth Council in accordance with paragraph 1.1.1 above.
- 1.3. In respect of the Air Quality Monitoring Resourcing Contribution (Merton) and the Air Quality Monitoring Resourcing Contribution (Wandsworth), the Repayment Option Date shall be the date which is 10 years from the later of:
- 1.3.1. The date on which the final instalment of the Air Quality Monitoring Resourcing Contribution (Merton) and the Air Quality Monitoring Resourcing Contribution (Wandsworth) (as the case may be) is required to be paid; or
- 1.3.2. The date of receipt by Merton Council or Wandsworth Council of the last instalment of the Air Quality Monitoring Resourcing Contribution (Merton) and the Air Quality Monitoring Resourcing Contribution (Wandsworth) (as the case may be).

- 1.4. The Owner shall pay the Air Quality Monitoring Equipment Contribution (Merton) and the Air Quality Monitoring Equipment Contribution (Wandsworth) to the relevant Council prior to Commencement of the Development.
- 1.5. The Owner shall not Commence or permit Commencement the Development until the Air Quality Monitoring Equipment Contribution (Merton) and the Air Quality Monitoring Equipment Contribution (Wandsworth) have been paid to the relevant Council.
- 1.6. In respect of the Air Quality Monitoring Equipment Contribution (Merton) and the Air Quality Monitoring Equipment Contribution (Wandsworth), the Repayment Option Date shall be the date which is 10 years from the later of:
  - 1.6.1. The date on which the Air Quality Monitoring Equipment Contribution (Merton) and the Air Quality Monitoring Equipment Contribution (Wandsworth) (as the case may be) is required to be paid; or
  - 1.6.2. The date of receipt by Merton Council or Wandsworth Council of the Air Quality Resourcing Contribution (Merton) and the Air Quality Resourcing Contribution (Wandsworth) (as the case may be).
- 1.7. The Owner shall pay the Air Quality Action Plan Contribution (Merton) and the Air Quality Action Plan Contribution (Wandsworth) to the relevant Council prior to Commencement of the Development.
- 1.8. The Owner shall not Commence or permit Commencement the Development until the Air Quality Action Plan Contribution (Merton) and the Air Quality Action Plan Contribution (Wandsworth) have been paid to the relevant Council.
- 1.9. In respect of the Air Quality Action Plan Contribution (Merton) and the Air Quality Action Plan Contribution (Wandsworth), the Repayment Option Date shall be the date which is 10 years from the later of:
  - 1.9.1. The date on which the Air Quality Action Plan Contribution (Merton) and the Air Quality Action Plan Contribution (Wandsworth) (as the case may be) is required to be paid; or
  - 1.9.2. The date of receipt by Merton Council or Wandsworth Council of the Air Quality Action Plan Contribution (Merton) and the Air Quality Action Plan (Wandsworth) (as the case may be).
2. Access Management Plan
  - 2.1. No less than 3 (three) months prior to First Playing Use of the Outdoor Grass Tennis Courts or Parkland Show Court as part of the Qualifying Event or Championships (whichever is earlier) the Owner shall submit an Access Management Plan to the Councils for their approval in writing.
  - 2.2. The Owner shall not permit First Playing Use of the Outdoor Grass Tennis Courts or Parkland Show Court as part of the Qualifying Event or Championships (whichever is earlier) unless and until the Access Management Plan has been approved by the Councils in writing.

- 2.3. The Owner shall implement and comply at all times with the approved Access Management Plan throughout the duration of the Qualifying Event and Championships.
- 2.4. The Owner shall submit the Access Management Plan to the Councils for their approval on an annual basis no later than 3 (three) months prior to First Playing Use of the Outdoor Grass Tennis Courts or Parkland Show Court as part of the Qualifying Event or Championships (whichever is earlier) in the relevant calendar year with any changes that may be required having regard to the operation and success of previous Access Management Plans and taking into consideration and/or advice from the Councils and once any such revised Access Management Plan has been approved by the Councils the Owner shall thereafter implement and comply at all times with the relevant revised Access Management Plan throughout the duration of the Qualifying Event and Championships.

### 3. Highway Works

- 3.1. The Owner shall enter into the Section 278 Agreement (or the first Section 278 Agreement in the event that the Section 278 Agreement comprises multiple agreements) within 1 (one) year of Commencement of the Development (unless otherwise agreed with Merton Council in writing).
- 3.2. The Owner shall not carry out or permit to be carried out any further works comprised in the Development on the date which is 1 (one) year from the date of Commencement (unless otherwise agreed in writing by Merton Council) unless and until it has entered into the Section 278 Agreement (or the first Section 278 Agreement in the event that the Section 278 Agreement comprises multiple agreements).
- 3.3. The Owner shall complete the Highway Works in accordance with the Section 278 Agreement(s) prior to First Playing Use of the Parkland Show Court.
- 3.4. The Owner shall not permit First Playing Use of the Parkland Show Court unless and until it has completed the Highway Works in accordance with the Section 278 Agreement(s).

**SCHEDULE 9**

**Construction Impacts, Design and Travel Plan Monitoring**

<b>Appointed Architects</b>	means Allies and Morrison LLP (company registration number OC404597);
<b>Construction Travel Plan</b>	means the travel plan submitted pursuant to [condition 21] of the Merton Permission and condition [21] of the Wandsworth Permission;
<b>Construction Travel Plan Monitoring Fee (Merton)</b>	means the sum of £9,212 (nine thousand two hundred and twelve pounds) Index Linked to be used by Merton Council towards the monitoring of the relevant Construction Travel Plan;
<b>Construction Travel Plan Monitoring Fee (Wandsworth)</b>	means the sum of £9,212 (nine thousand two hundred and twelve pounds) Index Linked to be used by Wandsworth Council towards the monitoring of the relevant Construction Travel Plan;
<b>Development Liaison Group</b>	means a joint liaison group, whose membership shall comprise such of the invitees set out in paragraph 1.4 below as accept invitations to join and the purpose of which is to allow for collaboration between stakeholders to limit potential disruptive impacts on the Local Area during the Construction Period;
<b>Operational Travel Plan</b>	<p>means the travel plan submitted pursuant to [condition 27] of the Merton Permission and condition [27] of the Wandsworth Permission and which for the avoidance of doubt shall:</p> <p>(a) provide for the appointment of a travel plan co-ordinator;</p> <p>(b) include a baseline travel survey completed in the most recent Qualifying Event and Championships prior to First Playing Use of the</p>

	<p>Development;</p> <p>(c) set clear annual targets to reduce travel by car in favour of non-car travel initially over a five year monitoring period;</p> <p>(d) comprise an action plan and initiatives to achieve mode shares approved on grant of the Planning Permission;</p> <p>(e) to influence positively the travel behaviour of AELTC staff, contractors and visitors by promoting alternative modes of travel to the car;</p> <p>(f) to minimise the number of single occupancy car trips generated by the Development; and</p> <p>(e) include proposals for monitoring compliance and achievement of the objectives and targets.;</p>
<b>Operational Travel Plan Monitoring Fee (Merton)</b>	means the sum of £9,212 (nine thousand two hundred and twelve pounds) Index Linked to be used by Merton Council towards the monitoring of the relevant Operational Travel Plan;
<b>Operational Travel Plan Monitoring Fee (Wandsworth)</b>	means the sum of £9,212 (nine thousand two hundred and twelve pounds) Index Linked to be used by Wandsworth Council towards the monitoring of the relevant Operational Travel Plan;
<b>OTP Fund</b>	means the sum of £350,000 (three hundred and fifty thousand pounds) Index-Linked to be paid to Merton Council and held (subject to the provisions of this Schedule) from the date of approval of the Operational Travel Plan to be applied towards the implementation of any OTP Fund Measures in order to meet the targets set out in the Operational Travel Plan;

<p><b>OTP Fund Measures</b></p>	<p>means measures intended to improve sustainable transport in connection with the Development and/or to meet the targets set out in the Operational Travel Plan (as applicable), including but not limited to any of the following (or any combination of them):</p> <ul style="list-style-type: none"> <li>• qualitative research to gain information on travel barriers;</li> <li>• improved advertising of active travel options to the Site</li> <li>• additional cycle infrastructure and enhanced cycle parking within the Site boundary</li> <li>• staff membership to a cycle hire scheme or purchase of pool bikes</li> <li>• funding or discount towards the purchase of non-standard cycles for staff</li> <li>• additional public transport infrastructure in the vicinity of the Site, such as upgrades to bus shelters</li> <li>• loaded travel (oyster) cards for public transport for staff; and/or</li> </ul> <p>a women's safety audit and the delivery of measures recommended in such audit.</p>
<p><b>Pre-Commencement Championships (Main Grounds) Event Travel Plan</b></p>	<p>means the travel plan submitted pursuant to [condition 22] of the Merton Permission and condition [22] of the Wandsworth Permission;</p>
<p><b>Pre-Commencement Championships (Main Grounds) Event Travel Plan Monitoring Fee (Merton)</b></p>	<p>means the sum of £10,020 (ten thousand and twenty pounds) Index Linked to be used by Merton Council towards the monitoring of the relevant Pre-Commencement Championships (Main Grounds) Event Travel Plan;</p>
<p><b>Pre-Commencement Championships (Main Grounds) Event Travel Plan Monitoring Fee (Wandsworth)</b></p>	<p>means the sum of £10,020 (ten thousand and twenty pounds) Index Linked to be used by Wandsworth Council towards the monitoring of</p>

	the relevant Pre-Commencement Championships (Main Grounds) Event Travel Plan;
<b>Public Liaison Officer</b>	means an individual (which may be an existing employee of the Owner) responsible for <ul style="list-style-type: none"> <li>- liaising with and responding to queries raised by residents of the Local Area and Local Businesses;</li> <li>- publicising information about the progress of the construction of the Development with the aim of informing residents of the Local Area and Local Businesses; and</li> </ul> arranging and overseeing the administrative arrangements of the Development Liaison Group;
<b>Ward Councillors</b>	means the elected local councillors for West Hill, Wimbledon Park, Southfields, and Wimbledon Village wards.

1. Development Liaison Group
  - 1.1. Prior to Commencement of the Development, the Owner shall at its own cost establish the Development Liaison Group in accordance with the remaining provisions of this paragraph 1 and shall elect a representative of the Owner to be a member of the Development Liaison Group.
  - 1.2. The Owner shall not Commence or permit Commencement of the Development unless and until it has established the Development Liaison Group and elected a representative.
  - 1.3. The Owner shall be a member of the Development Liaison Group for the duration of the Construction Period unless an earlier date is agreed in writing by Merton Council.
  - 1.4. The Owner shall invite the following parties to be members of the Development Liaison Group:
    - 1.4.1. Merton Council
    - 1.4.2. Wandsworth Council
    - 1.4.3. Ward Councillors
    - 1.4.4. The Wimbledon Club
  - 1.5. The Development Liaison Group shall meet during normal working hours and approximately every three (3) months and no less than 3 (three) times per calendar year for the duration of the

Construction Period unless otherwise agreed pursuant to paragraph 1.7 hereof.

- 1.6. The Owner shall be responsible for booking a venue for the meetings of the Development Liaison Group and for paying the administrative costs of the Development Liaison Group (but for the avoidance of doubt the Owner shall not be responsible for compensating other members of the Development Liaison Group for the expenses they incur in connection with the Development Liaison Group).
- 1.7. The Owner and Merton Council shall review the Development Liaison Group arrangements set out in paragraph 1.4 and 1.5 once every 12 (twelve) months during the Construction Period commencing on the anniversary of the start of the Construction Period and, if the Owner and Merton Council agree that the arrangements in paragraphs 1.4 and 1.5 should be amended, they may agree alternative arrangements in writing.

## 2. Public Liaison Officer and telephone hotline

### 2.1. Prior to Commencement of the Development the Owner shall

- 2.1.1. appoint a Public Liaison Officer; and
- 2.1.2. establish a dedicated telephone hotline for residents of the Local Area and Local Businesses to call in respect of queries arising in respect of the construction of the Development

and shall provide to the Council written notice as to the above.

- 2.2. The Owner shall not Commence or permit Commencement of the Development unless and until it has complied with paragraph 2.1 above.
- 2.3. The Owner shall retain at its own cost the Public Liaison Officer and hotline as required by paragraph 2.1 for the duration of the Construction Period.

## 3. Travel Plan Monitoring Fee

### 3.1. The Owner shall pay the Construction Travel Plan Monitoring Fee (Merton) and the Pre-Commencement Championships (Main Grounds) Event Travel Plan Monitoring Fee (Merton) to Merton Council prior to Commencement of the Development.

### 3.2. The Owner shall pay the Construction Travel Plan Monitoring Fee (Wandsworth) and the Pre-Commencement Championships (Main Grounds) Event Travel Plan Monitoring Fee (Wandsworth) to Wandsworth Council prior to Commencement of the Development.

### 3.3. The Owner shall not Commence or permit Commencement of the Development unless and until it has paid:

- 3.3.1. the Construction Travel Plan Monitoring Fee (Merton) and the Pre-Commencement Championships (Main Grounds) Event Travel Plan Monitoring Fee (Merton) to Merton Council; and

- 3.3.2. the Construction Travel Plan Monitoring Fee (Wandsworth) and the Pre-

Commencement Championships (Main Grounds) Event Travel Plan Monitoring Fee (Wandsworth) to Wandsworth Council.

3.4. The Owner shall pay the Operational Travel Plan Monitoring Fee (Merton) to Merton Council and the Operational Travel Plan Monitoring Fee (Wandsworth) to Wandsworth Council prior to First Playing Use of the Outdoor Grass Tennis Courts or Parkland Show Court (whichever is earlier) as part of the Qualifying Event or the Championships.

3.5. The Owner shall not permit First Playing Use of the Outdoor Grass Tennis Courts or Parkland Show Court (whichever is earlier) as part of the Qualifying Event or the Championships unless and until it has paid the Operational Travel Plan Monitoring Fee (Merton) to Merton Council and the Operational Travel Plan Monitoring Fee (Wandsworth) to Wandsworth Council.

4. Retention of Architects

4.1. The Owner covenants with Merton Council and the GLA to retain the Appointed Architects (or such other suitably qualified architects with regards to their level of expertise, experience, reputation and recognition approved by the Merton Council and the GLA (such approval not to be unreasonably withheld or delayed)) to oversee and/or carry out the remaining design work in order to ensure the remaining design of the Development reflects the quality of the scheme presented to Merton Council and the GLA during the determination of the Application.

5. Reviews of Operational Travel Plan and OTP Fund

5.1. The Owner shall review the operation of the Operational Travel Plan on the first, third and fifth anniversary of the date of First Playing Use of any part of the Development as part of the Championships or Qualifying Event and shall submit a written report ("**OTP Report**") to Merton Council within 10 (ten) Working Days of completion of the relevant review setting out the findings of the review including the extent to which the objectives and targets set out within the Operational Travel Plan are being achieved and (if relevant) any proposals for improving the operation of the Operational Travel Plan PROVIDED THAT in the event that the OTP Report submitted on the fifth anniversary of the date of First Playing Use of any part of the Development as part of the Championships or Qualifying Event concludes that the objectives and targets set out within the Operational Travel Plan have not been achieved then the Owner shall submit OTP Reports on an annual basis thereafter (and paragraph 5.2 below shall apply to each such OTP Report) until such time as the relevant OTP Report shows that those objectives and targets have been met.

5.2. Following submission of an OTP Report:

5.2.1. the Owner shall use Reasonable Endeavours to agree with Merton Council such amendments to the Operational Travel Plan as are necessary to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed amendments PROVIDED THAT if Merton Council has not provided a written response within 15 (fifteen) Working Days of receipt from the Owner of a written proposal for amendments, or Merton Council and the Owner are otherwise

unable to agree the amendments within 25 (twenty-five) Working Days of such receipt by Merton Council, then the Owner shall be entitled to refer the matter to be decided by an expert in accordance with clause 21; and

- 5.2.2. to the extent that the relevant OTP Report finds that one or more of the objectives and targets set out within the Operational Travel Plan have not been achieved Merton Council shall be entitled to apply such amounts of the OTP Fund towards appropriate OTP Fund Measures as Merton Council reasonably considers appropriate in order to achieve the relevant objectives and targets set out in the Operational Travel Plan.
- 5.3. The Owner shall pay to Merton Council the OTP Fund prior to approval of the Operational Travel Plan pursuant to the relevant planning condition.
- 5.4. The Owner shall not permit any First Playing Use of any part of the Development as part of the Championships or Qualifying Event unless or until it has paid the OTP Fund to Merton Council.
- 5.5. In respect of the OTP Fund, the Repayment Option Date shall be the date which is 10 (ten) Working Days following its submission of the final OTP Report required to be submitted in accordance with this paragraph 5.

**SCHEDULE 10**  
**Active Travel and Reduction in Car Parking**

**Definitions**

<p><b>Car Park 10</b></p>	<p>means a temporary car park within Wimbledon Park made available by LBM to members of the public who attend the Qualifying Event and/or the Championships the approximate location of which is shown shaded orange on the plan titled “AELTC – CAR PARK 10” with reference 51365-AAM-WXX-XX-DR-A-00092 at Schedule 3;</p>
<p><b>Championships and Qualifying Active Travel Fund</b></p>	<p>means the total sum of £650,000 (six hundred and fifty thousand pounds) Index Linked to be applied by the Owner in accordance with the Championships and Qualifying Active Travel Strategy and paragraph <b>Error! Reference source not found.</b> of this Schedule;</p>
<p><b>Championships and Qualifying Active Travel Strategy</b></p>	<p>means a strategy identifying schemes for improving cycling facilities in the vicinity of the Site in order to</p> <ul style="list-style-type: none"> <li>• support active travel to the Qualifying Event and/or Championships; and/or</li> <li>• promote the development of the cycling network in the Local Area</li> </ul> <p>and which may (without limitation) identify:</p> <ul style="list-style-type: none"> <li>• routes, upgrades, wayfinding, cycle parking, advertising campaigns and other improvements to be implemented in order to enhance the accessibility of the Site for cyclists during the Qualifying Event and/or Championships; and/or</li> <li>• schemes to be funded by the Championships and Qualifying Active Travel Fund and delivered by the</li> </ul>

	<p>Owner; and/or</p> <p>schemes to be funded by the Championships and Qualifying Active Travel Fund and delivered by Merton Council and/or Wandsworth Council and/or TfL.</p>
<b>General Visitors</b>	<p>means members of the general public who have tickets to the Qualifying Event and/or Championships and which for the avoidance of doubt excludes Limited Mobility Visitors</p>
<b>Limited Mobility Visitors</b>	<p>means members of the general public who have tickets to the Qualifying Event and/or Championships and who:</p> <ul style="list-style-type: none"> <li>- are blue badge holders; and</li> <li>- are Other Restricted Mobility Persons</li> </ul> <p>and will be permitted by the Owner to park at the Development in order to attend the Qualifying Event and/or the Championships</p>
<b>Other Restricted Mobility Person</b>	<p>means a person who in the reasonable opinion of the Owner (whether permanently or temporarily) is unable to move freely without the aid of assistance including without limitation chaperones, walking sticks, wheelchairs, crutches or canes and/or is unable to move freely because of a physical or mental disability, pregnancy, handicap or restriction or condition;</p>
<b>Phased Reduction in General Visitor Parking</b>	<p>means a phased reduction to zero in the number of General Visitors' vehicles that the Owner will permit to park at the Development at any one time for the purpose of parking by such General Visitors who are attending the Qualifying Event and/or the Championships <b>PROVIDED ALWAYS THAT</b> the Owner shall not be required to reduce the total number of vehicles it will permit to park at the Development at any one time for the purpose of facilitating the Qualifying Event and/or the</p>

	Championships below the number specified in paragraph 2 of this Schedule;
<b>Post-Completion Car Parking Management Strategy</b>	<p>means a strategy to be prepared by the Owner which shall comply, and be prepared in accordance, with the following principles:</p> <ul style="list-style-type: none"> <li>- the strategy will explain how the Owner will achieve the Phased Reduction in General Visitor Parking; and</li> <li>- the strategy will explain the year by which the Phased Reduction in General Visitor Parking will be achieved (which for the avoidance of doubt shall not be required to be any earlier than 2036);</li> </ul>

1. Championships and Qualifying Active Travel Strategy

- 1.1. Not later than 3 (three) years following Commencement of the Development, the Owner shall submit the Championships and Qualifying Active Travel Strategy to the Councils for their approval (in consultation with TfL).
- 1.2. The Owner shall not Occupy or permit Occupation of the Parkland Show Court unless and until the Councils have approved the Championships and Qualifying Active Travel Strategy.
- 1.3. The Owner shall use Reasonable Endeavours to apply the Championships and Qualifying Active Travel Fund to projects in accordance with the approved Championships and Qualifying Active Travel Strategy (or any amended strategy subsequently approved by the Councils in writing) not later than the date which is 10 (ten) years following the date of approval of the Championships and Qualifying Active Travel Strategy.
- 1.4. Without prejudice to the generality of paragraph 1.3, in the event that the Owner receives a detailed proposal provided to it by either of the Councils or TfL (provided such proposal accords with paragraph 1.5 below) for the implementation of any scheme(s) identified in the Championships and Qualifying Active Travel Strategy, the Owner shall within 45 (forty-five) Working Days of receipt pay to the relevant Council or TfL (as the case may be) the reasonable and proper costs of implementing such scheme PROVIDED THAT the maximum aggregate liability of the Owner under this paragraph 1 shall under no circumstances exceed the Championships and Qualifying Active Travel Fund.
- 1.5. Any detailed proposal provided to the Owner pursuant to paragraph 1.4 shall include a detailed estimate of the reasonable and proper costs of implementing the proposed scheme, the anticipated start date for its implementation and the estimated date of completion of the scheme

and detailed designs of the scheme (and in preparing any such proposal the relevant Council or TfL (as the case may be) shall consult and take into account the reasonable representations of Owner and (as applicable) the other or both Council(s) and (as applicable) TfL).

- 1.6. On the first anniversary of the date of approval of the Championships and Qualifying Active Travel Strategy and on each anniversary thereafter until the Championships and Qualifying Active Travel Fund has been spent in full, the Owner will submit a written report to the Councils and TfL detailing the sums applied from or paid out of the Championships and Qualifying Active Travel Fund and the matters or projects towards which sums have been applied or paid.

## 2. Reduction in Car Parking

- 2.1. From and including the date on which the Southern Parkland is made ready, open and available to the public in its entirety, the Owner shall thereafter cease to use Car Park 10 for the purpose of vehicle parking in connection with the Qualifying Event and/or the Championships.
- 2.2. In the period from first Occupation of the Development up to and including either Practical Completion of the Final Phase of the Development or the year 2036 (whichever is the later), the Owner shall use Reasonable Endeavours to reduce the total number of vehicles which it will permit to park at the Development at any one time for the purpose of facilitating the Qualifying Event and/or the Championships towards 275 (two hundred and seventy five) vehicles.
- 2.3. From either Practical Completion of the Final Phase of the Development or the year 2036 (whichever is the later), the Owner covenants that the total number of vehicles it will permit to park at the Development at any one time for the purpose of facilitating the Qualifying Event and/or the Championships shall not exceed 275 (two hundred and seventy five) vehicles.
- 2.4. Prior to Practical Completion of the Final Phase of the Development, the Owner shall submit the Post-Completion Car Parking Management Strategy to Merton Council and the GLA for their approval.
- 2.5. The Owner shall not Occupy the Final Phase of the Development unless and until Merton Council and the GLA have approved the Post-Completion Car Parking Management Strategy.
- 2.6. The Owner shall thereafter comply with the approved Post-Completion Car Parking Management Strategy.

**SCHEDULE 11**  
**Controlled Parking Zone Review**

**Definitions**

<b>Controlled Parking Zone or CPZ</b>	means an area or areas where either Merton Council or Wandsworth Council has introduced or will introduce restrictions on parking for non-permit holders on the highway in the vicinity of the Site during certain times of the day / week;
<b>CPZ Mitigation Contributions</b>	means the following financial contributions: <ul style="list-style-type: none"> <li>• up to a maximum sum of £70,706 (seventy thousand seven hundred and six pounds) Index Linked payable by the Owner to Merton Council pursuant to this Schedule 11 to implement CPZ Mitigation Measures; and</li> <li>• up to a maximum sum of £70,706 (seventy thousand seven hundred and six pounds) Index Linked payable by the Owner to Wandsworth Council pursuant to this Schedule 11 to implement CPZ Mitigation Measures;</li> </ul>
<b>CPZ Mitigation Measures</b>	means those measures which shall include implementing new Controlled Parking Zones or extending/modifying existing Controlled Parking Zones required to alleviate pressures on the availability of car parking in the vicinity of the Site arising as a result of the Development;
<b>CPZ Review</b>	means a review (or reviews) which may be undertaken individually by Merton Council and Wandsworth Council or may be a combined review which shall include relevant consultation with stakeholders and residents of existing Controlled Parking Zones as to whether CPZ Mitigation Measures are required (and which ones) and the results of such review(s) to be contained in written report(s);
<b>CPZ Review Contributions</b>	means the following financial contributions: <ul style="list-style-type: none"> <li>• £25,252 (twenty-five thousand two hundred and fifty two pounds) Index Linked payable by the Owner to Merton Council to fund the CPZ Review by Merton;</li> <li>• £25,252 (twenty-five thousand two hundred and fifty two pounds) Index Linked payable by the Owner to Wandsworth Council to fund the CPZ Review for</li> </ul>

	Wandsworth.
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### **CPZ Review Contribution**

1. Not later than 2 (two) years before First Playing Use of the Outdoor Grass Tennis Courts as part of the Qualifying Event or Championships (whichever is proposed to be held first) to be held at the Development the Owner shall pay the CPZ Review Contributions to the Councils.
2. The Owner shall not permit First Playing Use of the Outdoor Grass Tennis Courts as part of the Qualifying Event or Championships (whichever is proposed to be held first) until it has paid the CPZ Review Contributions to the Councils.
3. Merton Council and Wandsworth Council individually covenant with the Owner to only use the CPZ Review Contributions for the purposes of undertaking the CPZ Reviews.
4. In respect of the CPZ Review Contributions, the Repayment Option Date shall be the date which is 10 years from the later of:
  - 4.1. The date on which the CPZ Review Contributions are required to be paid; or
  - 4.2. The date of receipt by Merton Council or Wandsworth Council of the CPZ Review Contributions (as the case may be).

### **CPZ Review and CPZ Mitigation Measures**

5. Merton Council and Wandsworth Council covenant individually with the Owner to share with the Owner the relevant full CPZ Review(s) as soon as reasonably practicable once the CPZ Reviews have been undertaken and the reports finalised.
6. Where a CPZ Review advises that CPZ Mitigation Measures are required then Merton Council and / or Wandsworth Council (as appropriate) may serve written notice on the Owner setting out the CPZ Mitigation Measures which Merton Council and / or Wandsworth Council deem necessary and also specifying the amount of the CPZ Mitigation Contribution the relevant Council requires.
7. The Owner shall pay to Merton Council and / or Wandsworth Council the relevant CPZ Mitigation Contribution as notified by Merton Council and/or Wandsworth Council (as applicable) pursuant to paragraph 6 hereof within 30 (thirty) Working Days of receipt of the written notice served pursuant to paragraph 6 above.
8. Merton Council and Wandsworth Council covenant individually with the Owner to only use the CPZ Mitigation Contribution for the purposes of CPZ Mitigation Measures.
9. For the avoidance of doubt, if the Owner disagrees with the justification for the CPZ Mitigation Measures or the amount of a CPZ Mitigation Contribution then in the absence of agreement being reached within the 30 (thirty) Working Days from receipt of a written notice served pursuant to paragraph 6 above, the Owner may refer the matter to the expert under Clause 21 of this Deed.
10. In respect of the CPZ Mitigation Contributions, the Repayment Option Date shall be the date which is 10 years from the later of:
  - 10.1. The date on which the CPZ Mitigation Contributions are required to be paid; or
  - 10.2. The date of receipt by Merton Council or Wandsworth Council of the CPZ Mitigation Contributions (as the case may be).

## SCHEDULE 12

### Energy

#### Definitions

<b>Application Stage Energy Strategy</b>	<p>means the “<i>Wimbledon Park Project Energy Statement</i>” dated 27 July 2021 prepared by Buro Happold with reference 51365-BHE-XX-XX-RP-Y-00006 and the “<i>Energy Statement Addendum</i>” dated 11 May 2022 prepared by Buro Happold with reference 51365-BHE-WXX-XX-RP-E-00001 which together comprise the energy strategy submitted by the Owner as part of the Merton Application and the Wandsworth Application;</p>
<b>Carbon Offset Contribution</b>	<p>means the amount required to meet the Carbon Shortfall (taking into account any off-site mitigation as part of the Carbon Offset Scheme) which shall be calculated in accordance with the following formula:</p> $R \times Y \times Z$ <p>Where</p> <p>R – Residual regulated carbon emissions (in tonnes) for the Development calculated against the relevant target emission rate as set out in the 2021 version of Approved Document L which supports Part L of Schedule 1 to the Building Regulations 2010 and which came into effect in England on 15 June 2022 (as amended on 2 February 2023) ;</p> <p>Y – the number of years for which the contribution is payable, being 30 (thirty) years; and</p> <p>Z – the cost of carbon per tonne being £95 (ninety-five pounds)</p> <p>and as set out in the Carbon Offset Scheme or as submitted to Merton Council pursuant to</p>

	paragraph 4.4 of this Schedule;
<b>Carbon Offset Scheme</b>	<p>means a scheme demonstrating how the Carbon Shortfall shall be met through either:</p> <p>a) off-Site mitigation in which case the scheme shall then include, but not be limited to:</p> <ul style="list-style-type: none"> <li>- details as to the measures to be delivered off-Site;</li> <li>- evidence that the measures can be delivered within the required timescale which shall off-set the Carbon Shortfall; and</li> <li>- evidence that delivery of the measures is certain to the reasonable satisfaction of Merton Council;</li> </ul> <p>b) payment of a Carbon Offset Contribution in which case the scheme shall confirm the amount of any such contribution with supporting evidence as to the calculation;</p> <p>or a combination of both;</p>
<b>Carbon Shortfall</b>	means the amount, if any, by which the Development fails to meet the zero-carbon target on-Site
<b>Defects Liability Period</b>	means such period of time following Practical Completion of the relevant Reportable Unit in which a contractor may remedy defects as may be included in the building contract for the relevant part of the Development which consists solely of or comprises that Reportable Unit;
<b>Energy Monitoring Portal</b>	means the 'Be seen' webpage of the GLA's website and the email address ' <a href="mailto:ZeroCarbonPlanning@london.gov.uk">ZeroCarbonPlanning@london.gov.uk</a> ', or any other such method of submission that may replace this;
<b>Energy Performance Indicators</b>	means

	<ul style="list-style-type: none"> <li>(i) for the purposes of paragraph 5.1 of this Schedule, the 'planning stage performance indicators' as set out in Table 2 of the GLA Energy Monitoring Guidance;</li> <li>(ii) for the purposes of paragraph 5.3.1 of this Schedule, the 'as-built stage estimated performance indicators for residential and non-residential reportable units' as set out in Table 4 of the GLA Energy Monitoring Guidance;</li> <li>(iii) for the purposes of paragraph 5.5 of this Schedule, the 'in-use stage performance indicators for residential and non-residential reportable units' as set out in Table 7 of the GLA Energy Monitoring Guidance;</li> </ul>
<p><b>Final Energy Strategy</b></p>	<p>means a strategy confirming and evidencing how the Development as a whole has:</p> <ul style="list-style-type: none"> <li>a) met the measures and targets outlined in the Site Wide Energy Implementation Strategy and any RMA Energy Strategy (as appropriate);</li> <li>b) achieved a minimum on-site reduction of at least 35% (thirty per cent) beyond Part L of the Building Regulations 2021 as required by the GLA in London Plan Policy SI 2; and</li> <li>c) incorporated energy efficiency measures with the aim of achieving 15% (fifteen per cent) of the on-site reduction through energy efficiency measures,</li> </ul> <p>and, if necessary, confirming the Carbon Shortfall;</p>
<p><b>Player Hubs</b></p>	<p>means the two player hubs to be constructed as part of the Development and in respect of</p>

	which the development zones and maximum ground level building lines are shown on the plan titled “Parameter Plan 01, Outline Development Zones” with reference 51365-AAM-XX-XX-DR-A-00010 at Schedule 3 (or any such amendment to that plan as may be agreed between the Owner and the Councils from time to time);
<b>Relevant Reserved Matters Application</b>	means a Reserved Matters Application for any of the Parkland Show Court, the CGMH, and each of the Player Hubs (as the case may be);
<b>Reportable Unit</b>	means a non-residential reportable unit as defined in the version of the GLA’s ‘Be Seen’ energy monitoring guidance in force at the date of the Merton Permission;
<b>RMA Energy Strategy</b>	means a strategy confirming and evidencing how the Parkland Show Court, the CGMH, and each of the Player Hubs (as appropriate) shall meet the measures and targets outlined in the Site Wide Energy Implementation Strategy and making any necessary and appropriate changes to the same;
<b>Site Wide Energy Implementation Strategy</b>	means a strategy outlining how the measures and targets outlined in the Application Stage Energy Strategy will be delivered across the entirety of the Development;

1. Site Wide Energy Strategy

- 1.1. Prior to the Commencement of Development, the Owner shall prepare at its own cost and submit to Merton Council for its written approval a Site Wide Energy Implementation Strategy.
- 1.2. The Owner shall not Commence or permit Commencement of the Development unless and until it has prepared and submitted to Merton Council a Site Wide Energy Implementation Strategy and Merton Council has approved the same in writing.
- 1.3. The Owner shall at all times from and including Commencement of the Development carry out the Development in accordance with the terms of the Site Wide Energy Implementation Strategy (subject to any amendments agreed as part of any RMA Energy Strategy).

2. RMA Energy Strategy

- 2.1. The Owner shall prepare at its own cost and submit to Merton Council an RMA Energy Strategy alongside any Relevant Reserved Matters Application.
- 2.2. The Owner shall not Commence or permit Commencement of the Development pursuant to an approved Relevant Reserved Matters Application unless and until it has prepared and submitted to the Council the RMA Energy Strategy for that Relevant Reserved Matters Application and Merton Council has approved the same in writing.
- 2.3. The Owner shall implement the approved Relevant Reserved Matters Application at all times from and including Commencement pursuant to that approved Relevant Reserved Matters Application in accordance with the terms of the relevant RMA Energy Strategy.
3. Final Energy Strategy
  - 3.1. The Owner shall prepare at its own cost and submit to Merton Council the Final Energy Strategy alongside the final Reserved Matters Application to be submitted in respect of the Development.
  - 3.2. The Owner shall not Commence or permit Commencement of the Development pursuant to the final Reserved Matters Application to be submitted unless and until it has prepared and submitted to Merton Council the Final Energy Strategy and Merton Council has approved the same in writing.
  - 3.3. For the avoidance of doubt where the final Reserved Matters Application to be submitted is also a Relevant Reserved Matters Application the Owner shall be required to submit both an RMA Energy Strategy and the Final Energy Strategy.
4. Carbon Offset Mitigation
  - 4.1. If the Final Energy Strategy demonstrates that the Development has a Carbon Shortfall the Owner shall submit a Carbon Offset Scheme to Merton Council for approval in writing prior to Occupation of the Parkland Show Court and there shall be no Occupation of the Parkland Show Court unless and until the Carbon Offset Scheme has been approved by Merton Council.
  - 4.2. In the event that Merton Council approves the delivery of off-Site measures as part of the Carbon Offset Scheme, the Owner may thereafter Occupy the Parkland Show Court PROVIDED THAT as a condition of such approval Merton Council may require the Owner to enter into, or provide evidence of entry into, any necessary legal agreement in order to satisfy the Council that the off-Site measures are deliverable and certain in accordance with the terms of the Carbon Offset Scheme and in such case the Owner shall not Occupy the Parkland Show Court unless and until the condition has been satisfied.
  - 4.3. In the event that the Carbon Offset Scheme as approved includes a proposal to pay the Carbon Offset Contribution, the Owner shall pay to Merton Council the Carbon Offset Contribution prior to First Playing Use of the Parkland Show Court as part of the Championships.
  - 4.4. In the event that the Owner does not propose through the Carbon Offset Scheme to pay the Carbon Offset Contribution but Merton Council refuses to approve the off-Site measures as set out therein, the Owner shall within 30 (thirty) Working Days of refusal by Merton Council submit

a calculation of the Carbon Offset Contribution to Merton Council for approval (along with evidence for such calculation) and shall pay to Merton Council the Carbon Offset Contribution prior to First Playing Use of the Parkland Show Court as part of the Championships.

4.5. In respect of the Carbon Offset Contribution, the Repayment Option Date shall be the date which is 10 years from the later of:

4.5.1. The date on which the Carbon Offset Contribution is required to be paid; or

4.5.2. The date of receipt by Merton Council of the Carbon Offset Contribution.

5. 'Be Seen' Energy Monitoring

5.1. The Owner covenants with the GLA that within 8 (eight) weeks following the grant of Reserved Matters following a Reserved Matters Application which relates to a Reportable Unit, the Owner shall submit to the GLA's Energy Monitoring Portal accurate and verified estimated Energy Performance Indicators.

5.2. The Owner covenants with the GLA that Owner shall not Implement or permit Implementation of any approved Reserved Matters Application relating to a Reportable Unit until the Owner has submitted the accurate and verified estimated Energy Performance Indicators to the GLA in respect of the same.

5.3. The Owner covenants with the GLA that prior to Occupation of a Reportable Unit, the Owner shall

5.3.1. submit to the GLA updated accurate and verified Energy Performance Indicators for the relevant Reportable Unit; and

5.3.2. confirm to the GLA that suitable monitoring devices have been installed and maintained in relation to the relevant Reportable Unit for the monitoring of the in-use Energy Performance Indicators.

5.4. The Owner covenants with the GLA that it shall not Occupy or permit Occupation of a Reportable Unit until the Owner has complied with paragraph 5.3 of this Schedule.

5.5. The Owner covenants with the GLA that for a period of 5 (five) years following first Occupation of a Reportable Unit or following the end of the Defects Liability Period in respect of the same (whichever is later) the Owner shall on an annual basis submit to the GLA updated Energy Performance Indicators for the relevant Reportable Unit.

5.6. The Owner covenants with the GLA that, where the monitoring undertaken pursuant to paragraph 5.5 of this Schedule shows that the Energy Performance Indicators submitted pursuant to paragraph 5.3 of this Schedule have not been or are not being met in respect of a Reportable Unit, the Owner shall:

5.6.1. use Reasonable Endeavours to determine the reasons for under-performance;

5.6.2. submit an action plan comprising measures identified to the GLA identifying measures which would be reasonably practicable to implement and a proposed timescale for

implementation of the same; and

- 5.6.3. following agreement of the measures with the GLA, implement the same as soon as reasonably practicable.

**SCHEDULE 13**  
**Local Employment Skills and Training**

**Definitions**

<b>EDO</b>	means Wandsworth Council's Economic Development Officer;
<b>Employment and Skills Plan</b>	means a written employment and skills plan which reflects the provisions of Part 3 of this Schedule to be prepared by the Owner and to be submitted to the EDO for their written approval;
<b>Local Employment Obligations</b>	means the provisions agreed between the Owner, Merton Council and Wandsworth Council setting out their respective obligations to promote employment as contained in Part 2 of this Schedule 13;
<b>Local Employment Skills and Training Contribution</b>	means a financial contribution of £129,094 (one hundred and twenty nine thousand and ninety four) Index Linked payable by the Owner to Wandsworth Council to support the delivery of the measures in the Employment and Skills Plan;
<b>Local People</b>	means people who are ordinarily resident or are employed in the Local Area;
<b>Operational Period</b>	means the period of time following the date of Occupation of the Final Phase of the Development;

**Part 1 - The obligations on the Owner, Merton Council and Wandsworth Council**

1. Owner, Merton Council and Wandsworth Council covenant with each other to discharge their respective obligations set out in the Local Employment Obligations
2. The Parties agree that Wandsworth Council through the EDO shall be the lead authority in respect of the delivery of, and compliance with, the obligations in this Schedule.

**Part 2 – Local Employment Obligations**

Recitals

3. *The Owner understands that it is a priority of Merton Council and Wandsworth Council to help Local People find work and improve their skills, develop a healthy local economy and community cohesion and the Owner is committed to ensuring that the Development contributes to maximising the employment and training opportunities for Local People and Local Businesses. The Owner also recognises the wider value of supporting good practice in skills development and recruitment in furthering economic growth, competitiveness, and social inclusion in line with national, regional and local policy.*

4. *The purpose of the Local Employment Obligations is to set out the means by which the Owner, Merton Council and Wandsworth Council will work together to ensure the commitment to people in the Local Area and Local Businesses as set out in Recital 1 is realised. The overall objective of the provisions of the Local Employment Obligations is to maximise the business, employment and training opportunities for Local People and Local Businesses generated by the Development having due regard to the composition of the local population and the labour market challenges faced by particular groups within it in order to meet the Parties' obligations under the Equality Act 2010.*
5. *The Parties wish to see that jobs of all types and at all levels which are created in the Development are filled as far as is practicable and reasonable by Local People.*
6. *The Local Employment Obligations therefore record the Owner's commitment to meet a range of targets and undertakings linked to the Development which shall be set out within an agreed Employment and Skills Plan. This shall set out agreed benchmarks for skills, employment and supply chain opportunities according to the quantum of development and nature of end use. It shall provide definitions of targets, activities and the geographic area in which the benefits are intended to be delivered as well as supporting measures that can assist in the realisation of these objectives.*
7. *The Owner recognises that Wandsworth Council is the principal agency working to maximise the employment of Local People and to ensure that Local Businesses benefit and will engage with the EDO accordingly. The EDO will work in co-operation with Merton Council*

#### Operative Provisions

8. The Owner will work with the EDO to ensure that Local Businesses are provided with information about the Development and are given the opportunity to tender for all appropriate contracts or sub-contracts that arise as a consequence of the Development.
9. The Owner will work with its contractors responsible for delivering the Development to raise the skills and employability of Local People by complying with its obligations set out in paragraphs 10, 11 and 12 below. Comprehensive information about local employment services and other resources which are available to support the Owner's efforts will be made available to the prime contractor by the EDO.
10. During the Construction Period and Operational Period a variety of technical and construction skills will be required which may not be available locally. The Owner will nonetheless procure that its prime contractor engages Local Businesses as sub-contractors whenever practicable and will work with their prime contractor to ensure that it will use Reasonable Endeavours to raise the skills and employability of Local People. Comprehensive information about local employment services and other resources which are available to support the Owner's efforts will be made available by the EDO to the prime contractor.
11. The Owner shall work with the EDO and other relevant partners to use Reasonable Endeavours to allocate the opportunities in the Employment and Skills Plan to Local People.
12. In order to achieve the stated objectives the Owner covenants with Merton Council and Wandsworth Council that it will:

- 12.1. Prior to Commencement of Development provide the EDO with a named contact who will be responsible for implementing the provisions of the Local Employment Obligations;
- 12.2. use Reasonable Endeavours throughout the Construction Period of the Development to ensure there are adequate financial and practical resources to meet the provisions of these Local Employment Obligations;
- 12.3. use Reasonable Endeavours to ensure that any contractors or sub-contractors appointed engage as fully as possible with the EDO;
- 12.4. prior to letting contracts for the Construction Period to use Reasonable Endeavours to ensure that Local Businesses (including local contractors, sub-contractors and suppliers) are provided with:
  - 12.4.1. information about the Development and the provisions of these Local Employment Obligations;
  - 12.4.2. opportunities to tender for all appropriate contracts or sub-contracts that arise as a consequence of the Development both during the Construction Period and the Operational Period; and
- 12.5. where available, practicable, commercially viable during the Operational Period and in compliance with all relevant laws use Reasonable Endeavours to ensure that at least 20% (twenty per cent) of supplies and services are to be provided by Local Businesses.
- 12.6. ensure that the Employment and Skills Plan is agreed with the EDO prior to the Commencement of Development and shall not Commence the Development until the Employment and Skills Plan has been approved by the EDO (provided that for the avoidance of doubt the Owner shall be entitled to prepare and submit to the EDO separate Employment and Skills Plans for each of the Construction Period and Operational Period of the Development)
- 12.7. ensure that the Employment and Skills Plan is included in the tender documentation issued to their prospective contractors and sub-contractors at the tendering for work or leasing or selling the finished commercial space stage and
- 12.8. ensure that:
  - 12.8.1. prospective contractors and sub-contractors incorporate the provisions of this Part 2 of this Schedule 13 in their tender responses and commit to ensuring that Local People and Local Businesses are able to benefit directly from all employment and training activity arising from the construction of the Development;
  - 12.8.2. any company invited by the Owner, their contractor or sub-contractors to tender for work will be given clear written details of the requirement of local employment and training and the use of Local Businesses including local

contractors and sub-contractors prior to the receipt of any bid;

- 12.8.3. the EDO is provided by the Owner, their contractors and sub-contractors and tenants with notification of all job vacancies, sub contract opportunities and opportunities for the supply of goods and services as soon as reasonably practicable after such vacancies/opportunities occur;
  - 12.8.4. the EDO will be provided with regular information regarding the numbers of residents and businesses benefiting from these opportunities, including such information as to ensure that the Council is meeting its obligations under the Equality Act 2010; and
  - 12.8.5. the EDO will be provided by the Owner and their contractors, sub-contractors and tenants with a full schedule of work (including an indication of the workforce required) prior to Commencement of Development and in more detail throughout the Construction Period in a timely manner that allows for effective preparation by the EDO to meet the relevant provisions in this Part 2 of this Schedule 13 that are applicable to the EDO;
- 12.9. subject to complying with all health and safety regulations and restrictions use Reasonable Endeavours to ensure that adequate opportunities are made available by the Owner, its contractors and sub-contractors to enable schools and other educational establishments in the Local Area to provide students with work experience and to create a positive link between schools and employers on the Development;
- 12.10. use Reasonable Endeavours to secure the placement of apprenticeships during the Construction Period or where this is not possible an equivalent level of employment / training benefit as agreed with the EDO in the Employment and Skills Plan and on written request to provide the Council with evidence of the Reasonable Endeavours used to comply with this paragraph 12.10; and
- 12.11. use Reasonable Endeavours to secure the placement of apprenticeships each year for the end uses of the Development (or where this is not possible an equivalent level of employment / training benefit) to be agreed with the EDO and on written request to provide the Council with evidence of the Reasonable Endeavours used to comply with this paragraph 12.11 which shall, at a minimum, include details of the initiatives set out in Part 3 of this Schedule 13.

### **Part 3 - Employment and Skills Plan**

13. The Owner shall use Reasonable Endeavours to collaborate with the EDO in seeking agreement with main and sub-contractors appointed in connection with the construction of the Development to participate in the EDO's agreed initiatives for access to employment for local labour listed below:
- pre employment training pipelines and offering work placements for over 25's or those

unable to take up apprenticeships;

- advertisement of jobs within Wandsworth Council's Work Match Scheme;
- apprenticeships where the person is working towards a formal qualification; and
- the Owner, main contractor and sub-contractors to engage with the Community Employment and Skills Events i.e job / career fairs, local community events or with partner organisations that focus on employment and skills

#### **Part 4 - Local Employment Skills and Training Contribution**

14. The Owner covenants with Wandsworth Council to pay the Local Employment Skills and Training Contribution to Wandsworth Council prior to Commencement of Development and not to Commence Development until the Local Employment Skills and Training Contribution has been paid to Wandsworth Council.
15. The Parties agree and acknowledge that one-third of the Local Employment Skills and Training Contribution may be repaid to the Owner if the EDO considers (acting reasonably) that the Owner has been able to secure the desired employment outcomes as set out in the Local Employment Obligations and Employment and Skills Plan provisions in Parts 2 and 3 of this Schedule 13, in which case in respect of that one-third of the Local Employment Skills and Training Contribution the Repayment Option Date shall be the date on which the Owner provides reasonable written evidence to the EDO that it has secured the employment outcomes set out in the Local Employment Obligations and Employment and Skills Plan.
16. In respect of the Local Employment Skills and Training Contribution (or the remaining two-thirds of such contribution if one-third has been repaid pursuant to paragraph 15 of this Schedule), the Repayment Option Date shall be the date which is 10 years from the later of:
  - 16.1. The date on which the Local Employment Skills and Training Contribution is required to be paid; or
  - 16.2. The date of receipt by Wandsworth Council of the Local Employment Skills and Training Contribution.

## SCHEDULE 14

### Park and Ride, CCTV and London Underground Mitigation Contributions

#### Definitions

<p><b>CCTV Highways Agreement</b></p>	<p>means an agreement pursuant to section 278 of the 1980 Act and any other necessary powers to secure the payment of the Park and Ride CCTV Contribution and the installation of additional closed circuit television equipment covering the part of the A24 used by the Park and Ride Facility;</p>
<p><b>London Underground Mitigation Contribution</b></p>	<p>means the sum of £178,905 (one hundred and seventy eight thousand nine hundred and five pounds) Index Linked to be used by Merton Council to mitigate the impact of the Development on Southfields Station and Wimbledon Park Station in terms of</p> <ul style="list-style-type: none"> <li>- increased use of station facilities;</li> <li>- subsequent impacts on operation and safety at the stations; and</li> <li>- increased pedestrian use of Southfields junction;</li> </ul> <p>and the sum may be used by Merton Council to fund mitigation measures including (but not limited to):</p> <ul style="list-style-type: none"> <li>- additional station staffing; and</li> <li>- additional stewarding and crowd management measures in and around Southfields Station</li> </ul> <p>and towards monitoring the effectiveness of any mitigation measures;</p>
<p><b>Park and Ride CCTV Contribution</b></p>	<p>means the sum to be agreed in the CCTV Highways Agreement to be used by TfL towards additional closed circuit television equipment covering the part of the A24 used by the Park and Ride Facility in order to mitigate against the impact on the road network of the</p>

	additional park and ride demand;
<b>Park and Ride Facility</b>	means the park and ride facility provided at Morden Park (SM4 5QU).

1. London Underground Mitigation Contribution
  - 1.1. The Owner shall pay 20% (twenty per cent) of the London Underground Mitigation Contribution to Merton Council no less than 12 (twelve) calendar months prior to First Playing Use of the Outdoor Grass Tennis Courts as part of the Qualifying Event.
  - 1.2. The Owner shall not commence or permit First Playing Use of the Outdoor Grass Tennis Courts as part of the Qualifying Event until not less than 20% (twenty per cent) of the London Underground Mitigation Contribution has been paid to Merton Council.
  - 1.3. The Owner shall thereafter pay a further 20% (twenty per cent) of the London Underground Mitigation Contribution to Merton Council prior to the Start Date of the Qualifying Event in each calendar year on an annual basis for a further period of 4 (four) years.
  - 1.4. For the avoidance of doubt the Owner shall pay 100% (one hundred per cent) of the London Underground Mitigation Contribution to Merton Council within 5 (five) years of the first payment pursuant to paragraph 1.1 above.
  - 1.5. Merton Council covenants to use the London Underground Contribution for the purposes outlined in this Deed and shall upon receipt of a reasonable written request from TfL transfer the London Underground Contribution (or part thereof as specified in the request) to TfL as soon as reasonably practicable and in any event no later than 2 (two) months following receipt of such request.
  - 1.6. Following payment of the London Underground Mitigation Contribution in full the Owner shall thereafter negotiate in good faith to agree any further funding requirements with Merton Council and TfL in respect of future Qualifying Events and/or Championships to be held at the Development.
  - 1.7. In respect of the London Underground Mitigation Contribution, the Repayment Option Date shall be the date which is 10 years from the later of:
    - 1.7.1. The date on which the final instalment of the London Underground Mitigation Contribution is required to be paid; or
    - 1.7.2. The date of receipt by Merton Council of the final instalment of the London Underground Mitigation Contribution

PROVIDED THAT where the London Underground Mitigation Contribution (or any part thereof) has been transferred to TfL in accordance with paragraph 1.5 hereof the Owner acknowledges that such sums will not be repaid.

2. Park and Ride CCTV Contribution

- 2.1. Prior to Commencement of the Parkland Show Court the Owner shall provide written confirmation to TfL as to whether the Park and Ride Facility will be used to facilitate travel to the Site during the first Championships which is to be held at the Development following Practical Completion of the Development and, in the event that the Owner does not propose to use the Park and Ride Facility, the Owner covenants with Merton Council that it shall provide reasonable evidence to TfL to demonstrate that a suitable alternative has been secured to facilitate travel to the Site.
- 2.2. In the event that the Owner has confirmed to TfL pursuant to paragraph 2.1 that the Park and Ride Facility will be used for the purposes outlined in paragraph 2.1, the Owner shall
- 2.2.1. enter into the CCTV Highways Agreement not less than 24 (twenty-four) months following Commencement of the Parkland Show Court; and
- 2.2.2. pay to TfL the Park and Ride CCTV Contribution prior to completion of the Parkland Show Court.
- 2.3. In the event that the Owner is required to enter into the CCTV Highways Agreement and pay the Park and Ride CCTV Contribution pursuant to paragraph 2.2, the Owner shall not commence or permit commencement of a Qualifying Event or Championships (whichever is earlier) at the Development following Practical Completion of the Development unless and until it has paid the Park and Ride CCTV Contribution to TfL.
- 2.4. In the event that the written confirmation provided under paragraph 2.1 confirms that the Park and Ride Facility is not proposed to be used for the purposes outline in paragraph 2.1, the Owner shall not use or allow the use of the Park and Ride Facility to facilitate travel to the Site during Championships being held at the Development unless and until it has paid to TfL the Park and Ride CCTV Contribution.

**SCHEDULE 15**  
**Arts and Culture Contribution**

**Definitions**

<b>Arts and Culture Contribution</b>	means a financial contribution in the sum of £52,524 (fifty two thousand five hundred and twenty four pounds) Index Linked payable by the Owner to Wandsworth Council in accordance with the provisions of this Schedule 15 for the purpose of supporting and promoting arts and cultural projects in the vicinity of the Development;
<b>Southfields Ward</b>	means Southfields ward within the administrative area of Wandsworth Council the extent of which as at the date of this Deed is shown on edged red on the plan titled "Southfields Ward" at Schedule 3;
<b>West Hill Ward</b>	means West Hill ward within the administrative area of Wandsworth Council the extent of which as at the date of this Deed is shown on edged red on the plan titled "West Hill Ward" at Schedule 3;

1. The Owner covenants with Wandsworth Council as follows:
  - 1.1. To pay the Arts and Culture Contribution to Wandsworth Council prior to First Playing Use of the Outdoor Grass Tennis Courts as part of the Qualifying Event or Championships (whichever is earlier);
  - 1.2. Not to commence or permit First Playing Use of the Outdoor Grass Tennis Courts as part of the Qualifying Event or Championships (whichever is earlier) until the Arts and Culture Contribution has been paid to Wandsworth Council.
2. Wandsworth Council covenants with the Owner to use the Arts and Culture Contribution towards the provision of art and cultural infrastructure such as affordable cultural / creative space and associated support to promote arts and cultural projects giving priority to projects within West Hill Ward but if there are no appropriate projects in West Hill Ward then the contribution may be spent on projects in Southfields Ward PROVIDED THAT if there are no appropriate projects in Southfields Ward then the contribution may be spent on projects elsewhere in the borough of Wandsworth.
3. In respect of the Arts and Culture Contribution, the Repayment Option Date shall be the date which is 10 years from the later of:
  - 3.1. The date on which the Arts and Culture Contribution is required to be paid; or
  - 3.2. The date of receipt by Wandsworth Council of the Arts and Culture Contribution.

**SCHEDULE 16**  
**Arts and Culture Strategy**

**Definitions**

<b>Arts and Culture Strategy</b>	<p>means a strategy setting out details as to</p> <ul style="list-style-type: none"> <li>- how the Owner will deliver arts and cultural projects or programmes at the Development;</li> <li>- how residents of Merton will have the opportunity to engage with the arts and cultural projects which the Owner will deliver at the Development;</li> <li>- timescales for delivery of the arts and cultural projects; and</li> <li>- the estimated cost of the Owner implementing and complying with the strategy which shall not be less than the Minimum Arts and Culture Cost unless otherwise agreed with Merton Council</li> </ul>
<b>Minimum Arts and Culture Cost</b>	<p>means £52,524 (fifty two thousand five hundred and twenty four pounds) Index Linked which shall be the minimum cost of implementing and complying with the Arts and Culture Strategy</p>

1. Arts and Culture Strategy
  - 1.1. The Owner shall submit the Arts and Culture Strategy to Merton Council for its approval prior to First Playing Use of the Parkland Show Court as part of the Championships.
  - 1.2. The Owner shall not permit First Playing Use of the Parkland Show Court as part of the Championships unless and until the Arts and Culture Strategy has been submitted to and approved in writing by Merton Council.
  - 1.3. The Owner shall implement and comply with the Arts and Culture Strategy as approved by Merton Council in accordance with the timescales set out therein and in doing so shall as a minimum spend the Minimum Arts and Culture Cost and provide evidence of such expenditure to Merton Council annually on the anniversary of Occupation of the Parkland Show Court until Merton Council is satisfied that the Minimum Arts and Culture Cost has been applied towards measures specified in the approved Arts and Culture Strategy.

- 1.4. For the avoidance of doubt the Owner agrees that its covenants to Merton Council in this Schedule are in addition to its covenants to Wandsworth Council in Schedule 15 and its compliance with the provisions of this Schedule shall not amount to its compliance with the provisions of Schedule 15.

**SCHEDULE 17**  
**Qualifying Event Tickets for Local School Children**

**Definitions**

<p><b>Local School Children Ticketing Strategy</b></p>	<p>means a strategy setting out details as to:</p> <ul style="list-style-type: none"><li>- how the Owner will make available across the duration of each Qualifying Event not less than 1,000 Tickets to Merton Schools and Wandsworth Schools, consisting of:<ul style="list-style-type: none"><li>o 500 Tickets across the duration of each Qualifying Event to Merton Schools; and</li><li>o 500 Tickets across the duration of each Qualifying Event to Wandsworth Schools;</li></ul></li><li>- the types/categories of Tickets to be offered to Merton Schools and Wandsworth Schools;</li><li>- how the Owner will make information regarding the Ticket offer available to Merton Schools and Wandsworth Schools including the form of any information and how often it will be provided;</li><li>- how Merton Schools and Wandsworth Schools will be able to access the Tickets and the time period for doing so;</li><li>- how the Tickets will be allocated to teachers, teaching assistants, carers, support staff and responsible adults and other adults performing a similar role;</li><li>- how any residue of the Tickets offered to Merton Schools and/or Wandsworth</li></ul>
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	<p>Schools which are not taken up during the agreed time period will be made available free of charge to Local Youth Organisations with priority to be given to Local Youth Organisations in the Local Area;</p> <ul style="list-style-type: none"> <li>- how the Owner will identify the Local Youth Organisations to which it will offer the residual Tickets, and the timescales within which to take up the offer; and</li> <li>- how (and when) any residue of the Tickets offered to Local Youth Organisations which are not taken up during an agreed time period will be made available at face value to members of the general public;</li> </ul>
<b>Local Youth Organisations</b>	means organisations which support the interests of young people who live or attend schools in the vicinity of the Site;
<b>Ticket</b>	means a ticket for a single day's play at the Qualifying Event which is offered free of charge and ' <b>Tickets</b> ' shall be construed accordingly;

1. Tickets for Local School Children to the Qualifying Event
  - 1.1. The Owner shall submit the Local School Children Ticketing Strategy to the Councils for their approval no later than 1 September of the calendar year immediately prior to the year in which there is First Playing Use of the Outdoor Grass Tennis Courts as part of the Qualifying Event.
  - 1.2. The Owner shall not permit First Playing Use of the Outdoor Grass Tennis Courts as part of the Qualifying Event unless and until the Local School Children Ticketing Strategy has been submitted to and approved in writing by the Councils.
  - 1.3. The Owner shall implement and comply with the Local School Children Ticketing Strategy as approved by the Councils.
  - 1.4. During each of the first 10 (ten) Qualifying Events held at the Development, the Owner shall across the duration of each Qualifying Event make available the Tickets in accordance with the approved Local School Children Ticketing Strategy in order to enable local school children to experience the Qualifying Event PROVIDED ALWAYS THAT the number of Tickets made

available to Merton Schools and Wandsworth Schools shall include tickets for teachers, teaching assistants, carers, support staff and responsible adults and other adults performing a similar role.

- 1.5. In the event that the Tickets made available to Merton Schools and/or Wandsworth Schools pursuant to paragraph 1.4 are not fully taken up by Merton Schools or Wandsworth Schools respectively during the timeframe agreed as part of the approved Local School Children Ticketing Strategy, the Owner shall offer any residual tickets to Local Youth Organisations in accordance with the approved Local School Children Ticketing Strategy.
- 1.6. In the event that the tickets made available to Local Youth Organisations pursuant to paragraph 1.5 are not fully taken up by Local Youth Organisations during the timeframe agreed as part of the approved Local School Children Ticketing Strategy, the Owner shall offer any residual tickets to the general public at face value in accordance with the approved Local School Children Ticketing Strategy.
- 1.7. The Owner may from time to time submit requests in writing to the Councils for amendments to the Local School Children Ticketing Strategy and if the Councils confirm in writing that the amendment is approved the Owner shall implement such amendments within a period of time to be agreed with the Councils.
- 1.8. The Owner shall be entitled to incorporate the Local School Children Ticketing Strategy into the Local Residents Ticketing Scheme which it shall be required to implement in accordance with Schedule 4 of this Deed PROVIDED THAT the incorporation of the Local School Children Ticketing Strategy into the Local Residents Ticketing Scheme shall not obviate the Owner of its requirement to comply with the obligations in this Schedule.

**SCHEDULE 18**

**Local Business Engagement Event**

**Definitions**

<p><b>Local Business Engagement Event</b></p>	<p>means an annual event to be organised by the Owner for the benefit of Local Businesses in which Local Businesses shall be provided with information regarding business opportunities which may arise in connection with the operational stage of the Development and which shall include as a minimum:</p> <ul style="list-style-type: none"> <li>- A '<i>meet the buyer</i>' element in which the Owner will make information available regarding the procurement opportunities arising from the operational stage of the Development; and</li> <li>- A '<i>meet the business</i>' element in which the Owner will (a) use Reasonable Endeavours to bring together stakeholder groups for Local Businesses in order to share how its promotion of The Championships and the Wimbledon Lawn Tennis Museum might give rise to opportunities for Local Businesses and (b) make information available to Local Businesses regarding the opportunities which may arise for Local Businesses as a result of people visiting the Development;</li> </ul>
<p><b>Local Business Engagement Event Strategy</b></p>	<p>means a strategy setting out details as to:</p> <ul style="list-style-type: none"> <li>- the date on which (or range of dates or time of year in which) the Owner will organise the Local Business Engagement Event;</li> <li>- how the Local Business Engagement Event will be publicised;</li> </ul>

	<ul style="list-style-type: none"> <li>- how Local Businesses can attend or apply to attend the Local Business Engagement Event and if Local Businesses have to apply the process and criteria for doing so; and</li> <li>- how the Owner will operate the Local Business Engagement Event;</li> </ul>
<b>Wimbledon Lawn Tennis Museum</b>	means the museum relating to the history of lawn tennis and The Championships which is located on the Owner's property to the west of Church Road.

1. Local Business Engagement Event

- 1.1. The Owner shall submit the Local Business Engagement Event Strategy to the Councils for their approval prior to Practical Completion of the Parkland Show Court.
- 1.2. The Owner shall not permit Occupation of the Parkland Show Court unless and until the Local Business Engagement Event Strategy has been submitted to and approved in writing by the Councils.
- 1.3. The Owner shall implement and comply with the Local Business Engagement Event Strategy as approved by the Councils for a period of not less than 5 (five) years following the Occupation of the Parkland Show Court.
- 1.4. The Owner shall hold not less than one Local Business Engagement Event each year in the first 5 (five) years following the Occupation of the Parkland Show Court.
- 1.5. The Owner may from time to time submit requests in writing to the Councils for amendments to the Local Business Engagement Event Strategy and if the Councils confirm in writing that the amendment is approved the Owner shall implement such amendments within a period of time to be agreed with the Councils.

## SCHEDULE 19

### Monitoring

#### Recital

- (1) The Owner will pursuant to the terms of this Schedule to submit S106 Monitoring Reports in order to assist the Councils with their monitoring of the Owner's compliance with its obligations in this Deed, but for the avoidance of doubt the Councils will carry out their own monitoring activities and the S106 Monitoring Reports provided by the Owner are not intended to substitute for the Councils carrying out their own monitoring activities.
- (2) Merton Council may recover the costs of its Additional Monitoring from the Owner pursuant to the provisions of this Schedule.
- (3) Wandsworth Council does not require an equivalent provision in respect of its costs of additional monitoring (if any).

#### Definitions

<b>Additional Monitoring</b>	<p>means activity reasonably undertaken by Merton Council in monitoring and implementing this Deed which for the avoidance of doubt excludes:</p> <ul style="list-style-type: none"><li>- Baseline Monitoring;</li><li>- Administrative, reporting and expenditure activities relating to:<ul style="list-style-type: none"><li>▪ the Travel Plan Monitoring Fee</li><li>▪ the Contributions</li><li>▪ the RPG Plan Brief</li><li>▪ the RPG Plan</li></ul></li><li>- Costs incurred in preparing the RPG Plan Brief and the RPG Plan in accordance paragraph 2 of Schedule 5 of this deed</li><li>- Any activity which is funded or is required to be funded by or through:<ul style="list-style-type: none"><li>▪ the Travel Plan Monitoring Fee</li><li>▪ a Contribution</li><li>▪ the Championships and Qualifying Active Travel Fund</li></ul></li></ul>
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	<ul style="list-style-type: none"> <li>▪ the OTP Fund</li> <li>▪ a Planning Performance Agreement;</li> </ul>
<b>Baseline Monitoring</b>	means any activity reasonably and properly undertaken by Merton Council in monitoring and implementing this Deed and which is set out in the Baseline Monitoring Fee Table;
<b>Baseline Monitoring Fee Table</b>	the table contained within Appendix 4 to this Deed;
<b>Costs Incurred</b>	means the costs reasonably incurred by Merton Council through Additional Monitoring and Baseline Monitoring;
<b>Excess Merton Monitoring Costs</b>	means the amount (if any) by which the Total Costs Incurred exceeds the Merton Monitoring Fee paid by the Owner to Merton Council;
<b>Merton Monitoring Fee</b>	means the sum of [£89,062.60] (eighty-nine thousand and sixty-two pounds and sixty pence) Index Linked to be paid by the Owner to Merton Council in accordance with the provisions of this Deed in respect of Merton Council's Baseline Monitoring costs;
<b>Planning Performance Agreement</b>	means any planning performance agreement of the nature described in <i>Paragraph: 016 Reference ID: 20-016-20150326</i> (as of the date of this Deed) of the Ministry of Housing, Communities and Local Government's Planning Practice Guidance which may be entered into between the Owner and Merton Council following the date of this Deed;
<b>Report of Costs Incurred</b>	means a report to be prepared by Merton Council setting out in reasonable detail and written supporting evidence of its Costs Incurred and calculating the Excess Merton Monitoring Costs (if any);
<b>S106 Monitoring Report</b>	<p>means a report which may take the form of a spreadsheet detailing</p> <ul style="list-style-type: none"> <li>- which of the obligations in this Deed the Owner has discharged in the 12 months immediately preceding the date of the report;</li> <li>- a schedule of compliance activity covering all obligations in the Deed that provides status information regarding the compliance with each obligation and identifies any matter(s) arising that: <ul style="list-style-type: none"> <li>▪ is pertinent to;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>▪ required (during the 12-months immediately preceding the date of the report); or</li> <li>▪ may require (during the 12-months following the date of the report)</li> </ul> <p>Baseline Monitoring or Additional Monitoring with respect to that obligation; and</p> <ul style="list-style-type: none"> <li>- the anticipated discharge date for obligations in the subsequent 12 months;</li> </ul>
<b>Total Costs Incurred</b>	means the sum of all Costs Incurred outlined in each of the approved Report of Costs Incurred to date;
<b>Travel Plan Monitoring Fee</b>	means together the Construction Travel Plan Monitoring Fee (Merton), the Pre-Commencement Championships (Main Grounds) Event Travel Plan Monitoring Fee (Merton) and the Operational Travel Plan Monitoring Fee (Merton) (such terms as defined in Schedule 9;
<b>Wandsworth Monitoring Fee</b>	means the sum of £32,193.00 (thirty two thousand one hundred and ninety three pounds) Index Linked to be paid by the Owner to Wandsworth Council in accordance with the provisions of this Deed in respect of the costs reasonably and properly incurred by Wandsworth Council in monitoring and implementing this Deed.

1. Monitoring Fee

- 1.1. The Owner shall pay the Merton Monitoring Fee to Merton Council prior to Commencement of the Development.
- 1.2. The Owner shall pay the Wandsworth Monitoring Fee to Wandsworth Council prior to Commencement of the Development.
- 1.3. The Owner shall not Commence the Development nor permit the Commencement of the Development unless and until it has paid the Merton Monitoring Fee to Merton Council and the Wandsworth Monitoring Fee to Wandsworth Council.

2. S106 Monitoring Report

- 2.1. No later than the first anniversary of the date of Commencement of the Development, the Owner shall submit a S106 Monitoring Report to the Councils.

2.2. The Owner shall submit a further S106 Monitoring Report to the Councils on each subsequent anniversary of the date of Commencement of the Development PROVIDED THAT this obligation shall cease to apply after the Owner has discharged all of the obligations in this Deed which are capable of being discharged such that the only obligations which continue to be enforceable against the Owner are obligations with ongoing effect.

3. Report of Costs Incurred

3.1. Prior to the first anniversary of the date of Commencement of the Development and (in subsequent years) prior to the anniversary of that date, Merton Council may provide to the Owner a Report of Costs and in the event that Merton Council provides such a report to the Owner:

3.1.1. the Owner shall within 10 Working Days confirm in writing to Merton Council whether it approves or disputes the contents of the Report of Costs or requires any further information to assist in its review of the Report of Costs;

3.1.2. if the Owner requests further information or disputes the contents of the Report of Costs in accordance with paragraph 3.1.1 above, within 10 Working Days Merton Council shall respond in writing to such request or dispute;

3.1.3. within 10 Working Days of receipt of Merton Council's response in accordance with paragraph 3.1.2 the Owner shall confirm in writing whether it approves the Report of Costs; and

3.1.3.1. if the Owner approves a Report of Costs pursuant to this paragraph 3.1 it shall (subject always to paragraph 3.3 below) pay the Excess Merton Monitoring Costs as set out in the approved Report of Costs to Merton Council within 45 days of receipt of an invoice from Merton Council.

3.1.3.2. if the Owner does not approve a Report of Costs, the Owner or Merton Council may treat this matter as a dispute to be resolved in accordance with clause 21.

3.2. If following Merton Council's provision of a Report of Costs to the Owner, Merton Council subsequently (but prior to the Owner's approval of the original Report of Costs) issues a revised Report of Costs to the Owner, the provisions of 3.1.1 to 3.1.3 shall apply to that revised Report of Costs.

3.3. The Owner shall not be required to pay any further sums to Merton Council pursuant to paragraph 3.1 if :

3.3.1. the Excess Merton Monitoring Costs in connection with the relevant Report of Costs; plus

3.3.2. the total amount that the Owner has already paid to Merton Council pursuant to paragraph 3.1

would exceed the Merton Monitoring Fee by 25% (twenty five percent).

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

Executed as a deed by )  
**The All England Lawn Tennis Ground PLC** )  
acting by: )

Director: .....

Director/ Secretary: .....

Executed and delivered for and on )  
behalf of **THE GREATER LONDON** )  
**AUTHORITY** by: )  
)

.....  
Authorised Signatory

.....  
Authorised Signatory

.....  
NAME (BLOCK CAPITALS)

.....  
NAME (BLOCK CAPITALS)

.....  
Position

.....  
Position

**THE COMMON SEAL of**  
**THE MAYOR AND BURGESSES**  
**OF THE LONDON BOROUGH**  
**OF MERTON** was hereunto affixed  
in the presence of

Senior Lawyer

**THE COMMON SEAL of**  
**THE MAYOR AND BURGESSES**  
**OF THE LONDON BOROUGH**  
**OF WANDSWORTH** was hereunto affixed  
**BY ORDER**

Authorised Officer

Seal Number

**APPENDIX 1**  
**Approval Panel Terms of Reference**

**APPROVAL PANEL TERMS OF REFERENCE**

**Land at the Wimbledon Park Golf Club Home Park Road  
Wimbledon Park SW19 7HR**

**PLANNING APPLICATIONS 21/P2900 AND 2021/3609**

**1 PANEL OBJECTIVES**

- 1.1 The purpose of the Approval Panel is to determine any applications received by the Owner for an Approval within the terms and timescales specified in the section 106 agreement.

**2 APPROVAL PANEL**

- 2.1 The Approval Panel consists of:

- 2.1.1 The Head of Development Management and Building Control (or equivalent position should that position or title no longer exist) or an officer within the Planning department as may be delegated by the Head of Development Management and Building Control within Merton Council; and
- 2.1.2 The Area Team Manager (West Team) (or equivalent position should that position or title no longer exist) or an officer within the Planning department as may be delegated by Area Team Manager (West Team) within Wandsworth Council; and
- 2.1.3 The Head of Development Management (or equivalent position should that position or title no longer exist) or an officer within the Development Management team as may be delegated by the Head of Development Management within the GLA.

**3 PROCESS OF APPROVAL**

- 3.1 A request for an application for Approval shall be submitted in the first instance in writing to:
- 3.1.1 The Head of Development Management and Building Control at the Merton Council; and
- 3.1.2 The Head of Development Management (Wandsworth) at the Wandsworth Council; and
- 3.1.3 The Head of Development Management at the GLA
- copied to the Approval Panel officers specified in paragraph 2.
- 3.2 Each of the persons specified in paragraph 3.1 will acknowledge receipt of each application for Approval made pursuant to paragraph 3.1 within five Working Days of receipt of such application
- 3.3 Decisions of the Approval Panel will be made on a simple majority basis with each member of the Approval Panel having one vote and any decision will only be valid where each member has either voted on the matter or confirmed in writing to the other members that it is abstaining from the vote.

- 3.4 Decisions of the Approval Panel may be made by voting in person (including through virtual meetings) or in writing by the exchange of emails.

## APPENDIX 2

### Registered Park and Garden Projects

- Resurfacing of paths within Wimbledon Park for the purposes of (a) establishing a common path surface treatment throughout the Registered Park and Garden which is appropriate to the character and heritage of the Registered Park and Garden and (b) ensuring a common path treatment between the Development and other parts of the Registered Park and Garden
- Provision of new play equipment and facilities within Wimbledon Park for the purposes of improving recreational and amenity provision and supporting linkages
- Creation of a new pathway connection between Wimbledon Park and the AELTC Parkland to ensure sustainable connections between both park areas for members of the public
- Resurfacing of the car parks which service Wimbledon Park (these being the car parks known as the Northern Car Park and the Revelstoke Road Car Park) and the provision of new entrance gates to the car parks for the purposes of establishing a common surface, boundary and gates treatment throughout the Registered Park and Garden
- The provision of a first set of toilet facilities and associated drainage facilities in Wimbledon Park for the purposes of enhancing public convenience facilities
- Refurbishment of the stairs which service the Wimbledon Park pavilion for the purposes of improving accessibility into Wimbledon Park and the AELTC Parkland
- Provision of wayfinding signage for the purposes of a common signage treatment throughout the Registered Park and Garden and assisting the ease by which members of the public may navigate across Wimbledon Park and the wider Registered Park and Garden
- Provision of gates and new footpaths around the Wimbledon Park boathouse (or in the alternative around the enhanced multi-purpose sports and leisure facility) for the purposes of managing pedestrian flows when the relevant facility is in use
- Provision of entrance gates to Home Park Road from Wimbledon Park for the purposes of establishing a common boundary and gates treatment throughout the Registered Park and Garden as well as improving accessibility
- Provision of drinking fountains in Wimbledon Park for the purposes of improving amenity and recreational leisure facilities within Wimbledon Park.
- Demolition of the existing boat house in Wimbledon Park and the provision of an enhanced multi-purpose sports and leisure facility within Wimbledon Park for the purposes of enhancing recreational leisure facilities within Wimbledon Park
- Drainage improvements in the northern field of Wimbledon Park for the purposes of improving amenity and drainage infrastructure within Wimbledon Park
- Removal of Leylandii trees located in the vicinity of the Athletics Track and the planting of new trees within Wimbledon Park for the purpose of enhancing Wimbledon Park and the Registered

Park and Garden in biodiversity, heritage and landscaping terms

- Landscaping improvements in the northern part of Wimbledon Park in the vicinity of the Northern Parkland for the purpose of enhancing Wimbledon Park and the Registered Park and Garden in biodiversity, heritage and landscaping terms and enhancing recreational leisure facilities within Wimbledon Park
- Construction of a second set of new public toilet facilities in the northern part of Wimbledon Park for the purpose of enhancing recreational leisure facilities within Wimbledon Park.

### **APPENDIX 3**

#### **De-Silting Works Principles**

The Owner shall prepare the De-Silting Works Strategy in view of the following principles and the De-Silting Works Strategy shall contain additional details in respect of each of these principles:

- Details of the De-Silting Works
- Method statements for the De-Silting Works including details as to where silt will be treated, transported, and disposed of;
- Risk assessments and mitigation measures to be carried out in association with the De-Silting Works;
- A timetable and programme for the carrying out of the De-Silting Works with completion to be no later than as set out at paragraph 1.3 of Schedule 7;
- A contingency plan for the carrying out of the De-Silting Works;
- Reservoir safety matters
- Relevant environmental considerations including
  - o that the lake is a Category A (High Risk Classification) Raised Reservoir and any associated requirements and obligations to be complied with under the Reservoirs Act 1975
  - o water quality and any associated requirements and obligations to be complied with under the Water Resources Act 1991
  - o Contamination and any waste licencing requirements and obligations to be complied with under the Environment Act 2021
  - o aquatic life
  - o protected species and any associated requirements and obligations to be complied with, and
  - o marginal habitats and any associated requirements and obligations to be complied with
- Management of the interaction with recreational uses/users of Wimbledon Park Lake

**APPENDIX 4**  
**Baseline Monitoring Fee Table**

<b>Discharge Activity</b>		
<b>Type (e.g. Submission/Notice)</b>	<b>Activity</b>	<b>Charge</b>
Submission	Submission of Golf Clubhouse Community Space Management Plan for approval	£400
Submission	Submission Parkland Show Court Community Space Management Plan	£400
Notification	First Opening long stop date for Community Spaces	£200
Notification	First Opening Golf Clubhouse Community Space	£200
Notification	First Opening Parkland Show Court Community Space	£200
Submission	Submission of Parkland Grass Tennis Court Community Use Plan	£400
Submission	Submission of the Curated Tours Management Plan	£400
Submission	Submission of the Local Residents Ticketing Scheme	£400
Council responsibilities	Council preparation of RPG Project Brief	£1,400
Council responsibilities	Council preparation of RPG Plan	£1,400
Council responsibilities	Council invoice for preparation costs re. Project Brief/RPG Plan	£250
RPG Projects Contribution Specific	RPG Projects Contribution ESCROW setup RPG Projects Contribution Payment (in to ESCROW) RPG Projects Contribution Spend ESCROW Payment approval (Planning Authority & AELTC) RPG Projects Contribution annual report submissions (from AELTC) RPG Projects Contribution spend monitoring (Merton Spend)	£35,000

Submission	Submission of the Boardwalk Connection Works Strategy	£400
On-site works sign-off	Carrying out and completion of the Boardwalk Connection Works	£5,600
Submission	Submission & approval of AELTC Parkland Public Access Plan	£400
Notification	Phase 1 AELTC Parkland - first opening	£200
Notification	Phase 2 AELTC Parkland - first opening	£200
Notification	Northern Parkland - first opening	£200
Submission	Submission & approval of Maintenance and Repair Plan (AELTC and Northern Parklands)	£400
Submission (non-standard)	Submission of De-Silting Works Strategy	£800
On-site works sign-off	Carrying out and completion of the De-Silting Works incl. Completion Certificate	£5,600
Submission	Submission of Boardwalk Delivery Strategy	£400
On-site works sign-off	Provide and make ready to use by Public the Boardwalk	£5,600
Submission	Submission of the Boardwalk Access, management and maintenance Strategy	£400
Submission	Submission of New Pontoons Delivery Strategy	£400
On-site works sign-off	Provide and make ready to use by Public the New Pontoons	£5,600
Submission	Submission of the New Pontoons Management Strategy	£400
Submission	Submission of Access Management Plan (for pedestrians and cyclists during Qualifying and Championships)	£400
further legal agreement	Enter into first s278 agreement	£400
s278 works sign-off	Completion of Highways Works	£400
Notification	Setting up of Working Group	£200
Notification	Notification of Public Liaison Officer appointment and hot line establishment	£200
Submission	Closure of Car Park 10	£400
Submission	Wimbledon Cycling Strategy submit and approve	£400
Site Specific payment	CPZ Mitigation Contribution (Merton)	£1,500

Submission	Site Wide Energy Strategy	£400
Notification	RMA Energy Strategy	£200
Notification	Final Energy Strategy	£200
Further legal agreement	Off-site measures - carbon offset mitigation incl. legal agreement	£400
Site Specific payment	Carbon Offset Contribution	£1,400
Submission	Arts and Culture Strategy	£400
Site Specific payment	Payment and monitoring the triggering and use of the Sustainable Transport Implementation Fund	£1,400
Notification	Review and Changes to Operational Travel Plan	£200
Submission	Submission of Local School Children Ticketing Strategy	£400
Submission	Submission of Local Business Engagement Event Strategy	£400
<b>Compliance Activity</b>		
<b><u>Type</u></b>	<b><u>Activity</u></b>	<b><u>Annual charge</u></b>
Annual compliance charge	Availability of Golf Clubhouse Community Spaces	£25
Annual compliance charge	Availability of Parkland Show Court Community Space	£25
Annual compliance charge	Availability of Parkland Grass Courts	£25
Annual compliance charge	Implementation and compliance with the Parkland Grass Tennis Court Community Use Plan	£25
Annual compliance charge	Repair and maintenance of Parkland Grass Courts	£25
Annual compliance charge	Availability of the Curated Tours	£25
Annual compliance charge	Implementation and compliance with the Curated Tours Management Plan	£25
Annual compliance charge	Availability of the Curated Tours	£25
Annual compliance charge	Implementation and compliance with the Local Residents Ticketing Scheme	£25
Annual compliance charge	Implementation of AELTC Parklands Public Access Plan	£25

Annual compliance charge	AELTC Parkland Closure Allowances (part of annual report of closures)	£25
Annual compliance charge	Implementation of AELTC Parkland Maintenance and Repair Plan	£25
Council responsibilities	Council report on an annual basis on preparation costs re. Project Brief/RPG Plan (minimum charge is covers one annual report)	£400
Annual compliance charge	Management and maintenance of the boardwalk in accordance with the Boardwalk Access, management and maintenance Strategy	£25
Annual compliance charge	Availability of the Boardwalk (incl. conditions for closure)	£25
Annual compliance charge	LBM Management and maintenance of the New Pontoons in accordance with the New Pontoons Management Strategy	£25
Annual compliance charge	Owner implementation and compliance in accordance with the approved Access Management Plan	£25
Annual submission	Annual submission of Access Management Plan	£400
Attendance of working groups and the like	Working Group attendance and administration.	£2,800
Annual submission	12 monthly review of working group, including any agreed amendments	£400
Annual compliance charge	Availability of Public Liaison Officer and hot-line	£25
Annual compliance charge	Parking reduction to agreed maximum of 550 spaces	£25
Annual compliance charge	Annual report (non-approval) Wimbledon Cycling Strategy - in kind spend	£25
Annual compliance charge	Implementation of Energy Strategies	£25
Annual compliance charge	Be Seen' Energy Monitoring	£25
Annual compliance charge	Compliance and implementation of Arts and Culture Strategy	£25
Annual compliance charge	Implementation of Local School Children Ticketing Strategy	£25
Annual compliance charge	Implementation of Local Business Engagement Event Strategy	£25

