

01842/23

DATED THE <<>> 10th DAY OF <<> > November 2023

SURREY COUNTY COUNCIL

-and-

CALA MANAGEMENT LIMITED

-and-

NATIONAL HOUSE BUILDING COUNCIL (NHBC)

A G R E E M E N T

pursuant to Section 111 of the Local Government Act 1972
and Section 38 Highways Act 1980
and Section 278 of the Highways Act 1980
and Section 106 of the Town and Country Planning Act 1990
relating to improvement works to the highway at
LAND ON THE WEST SIDE OF EGLEY ROAD, WOKING, SURREY
in the County of Surrey

**DIRECTOR OF LAW AND
GOVERNANCE**
Legal Services
Woodhatch Place
11 Cockshot Hill
Reigate, Surrey
RH2 8EF

REF: Legal/RA /113358

THIS AGREEMENT IS MADE THE DAY OF
TWO THOUSAND AND TWENTY THREE BETWEEN **SURREY COUNTY**
COUNCIL of Woodhatch Place, 11 Cockshot Hill, Reigate, Surrey, RH2 8EF
("THE EMPLOYER") of the first part and **CALA MANAGEMENT LIMITED**
(Company Registration Number SC013655) whose registered office is at
Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU ("the Contractor")
of the second part and **NHBC** (Company Registration Number 00320784)
whose registered office is at Davy Avenue, Knowlhill, Milton Keynes, MK5
8FP ("the Surety") of the third part

W H E R E A S

- (1) The Employer is the highway authority and local planning authority for the purposes of the 1980 Act and a local planning authority for the purposes of Section 106(3) of the 1990 Act for the area within which the Proposed Development is located
- (2) The Contractor is registered at HM Land Registry under Title Number SY339912 with freehold absolute title in respect of the land edged red on the Plan ("the Application Site") which contains the Private Land to be dedicated to the Employer pursuant to the terms of this Agreement
- (3) An application for planning permission for the Proposed Development at the Application Site described in Schedule A has been submitted by the Contractor to the local planning authority in accordance with the 1990 Act

- (4) The Employer is desirous of entering into this Agreement with the Contractor pursuant to the provisions of Section 111 of the 1972 Act Section 38 of the 1980 Act Section 278 of the 1980 Act and Section 106 of the 1990 Act to secure the Works hereinafter mentioned

NOW THIS AGREEMENT WITNESSETH as follows:

- 1 THIS Agreement creates planning obligations for the purposes of Section 106 of the 1990 Act which shall be enforceable by the Employer against the Contractor and its successors in title to and persons claiming through or under them an interest in the Application Site
- 2 IF planning permission for the Proposed Development is not granted or if granted is not implemented this Agreement shall be of no effect (save for Clauses 5.1 and 5.4 hereof) PROVIDED THAT the Works have not been commenced
- 3 THE provisions of Schedule C hereto shall apply to the construction and interpretation of this Agreement
- 4 IN consideration of the payment by the Employer to the Contractor of the sum of FIVE PENCE (£0.05) (the receipt of which is hereby acknowledged) the Contractor hereby agrees to carry out or cause to be carried out at its own expense by a person or company to be approved by the Engineer (such approval not to be unreasonably withheld) the Works

- 5 THE Contractor shall pay to the Employer:
- 5.1 on or before the execution of this Agreement either the sum of twelve per cent of the total cost (such total cost estimated to be Two Hundred and Eighty Seven Thousand Eight Hundred and Two pounds and Twelve pence (£287,802.12)) of the Works or Two Thousand Five Hundred pounds (£2,500) whichever is greater for the expenses (not including any sum paid or to be paid to the Employer pursuant to the following sub-clauses of this Clause 5 and Clause 23) to be incurred by the Employer in providing the services of the Engineer in relation to this Agreement and any other expenses in connection with the inspection of any of the Works
- 5.2 in the event that the Solicitor's Certificate confirms that the total cost of the Works is to be greater than the amount calculated in accordance with Clause 5.1 then a further payment of twelve per cent of the difference between the amount calculated in accordance with Clause 5.1 and the total cost of the Works as confirmed in the Solicitor's Certificate shall be paid to the Employer before the Works are commenced
- 5.3 on or before the execution of this Agreement the commuted sum of Seventy One Thousand Seven Hundred and Forty Seven pounds and Fifty Five pence (£71,747.55) in respect of the full cost to be incurred by the Employer for the maintenance of the Works from the issue of the Provisional Certificate
- 5.4 on or before the execution of this Agreement the legal expenses of the Employer in connection with the negotiation preparation and completion of this Agreement

- 5.5 within 14 days of written demand the cost of sound insulation or grant where the need is proved pursuant to the 1975 Regulations
- 5.6 within 14 days of written demand the estimated cost to the Employer incurred or to be incurred in the designing commissioning (including the factory acceptance and site acceptance tests) of traffic signals and equipment required in connection with the Works PROVIDED THAT the Employer shall be under no obligation to commence any works in relation to the traffic signals and equipment referred to in this Clause 5.6 until the sums referred to in this Clause 5.6 have been received by the Employer
- 5.7 within 14 days of demand the full cost to the Employer in obtaining altering and implementing the necessary Traffic Regulation Orders whether or not such Traffic Regulation Orders [or Speed Limit Orders] are confirmed in connection with Works such costs;
- 5.7.1 being incurred following the written request by the Contractor to the Employer to proceed with the necessary procedures for obtaining or altering such Traffic Regulation Order [or Speed Limit Orders; and
- 5.7.2 (without prejudice to the generality of the foregoing) including those costs incurred in advertising and processing such Traffic Regulation Orders [or Speed Limited Orders and in providing and erecting road signs and applying markings when requested by the Contractor.

PROVIDED THAT a demand under this Clause 5.7 may be made in advance of the alteration or provision of the Traffic Regulation Order [or Speed Limit Orders] affected

- 5.8 within 14 days of demand the full cost to the Employer of the Stage 1 Stage 2 and Stage 3 Safety Audit Reports to be issued by the Engineer including the cost of any correspondence and additional reports related to the Safety Audit Reports.
- 6 PRIOR to commencement of the Works the Contractor shall submit working drawings and plans and a specification of the Works showing the detailed layout design and construction of all road and drainage works (together with longitudinal and cross sections) and landscaping for the approval of the Engineer in accordance with which the Works shall be carried out
- 6.1 THE Contractor shall not commence any works until the Solicitor's Certificate has been issued and until the Engineer has given approval in writing to such working drawings plans and specification, [and shall at the same time request the Employer to commence any necessary Traffic Regulation Order procedures as referred to in Clause 5.7 hereof
- 7 THE Contractor shall at its own expense carry out before the Works and after the Works noise level surveys required to determine the need for sound insulation to comply with the 1975 Regulations.
- 8 WHERE new road lighting is to be installed as part of the Works the existing road lighting shall not be disconnected until the new road lighting is operational.

- 9 THE Contractor agrees that the Works are works for which advance notice is required pursuant to Regulation 8 of the 2007 Regulations and Section 54 of the 1991 Act and the Contractor shall therefore prior to commencement of the Works serve three month's notice in writing on the Employer at the office of the Streetworks Service.
- 10 THE Contractor shall serve ten days' notice in writing on the Employer at the office of the Streetworks Service before carrying out any of the Works.
- 11 THE Contractor shall carry out the Works in all respects in accordance with:-
- 11.1 the Specification for Highway Works
 - 11.2 the Summary of the Works contained in Schedule B hereto
 - 11.3 the Approved Working Drawings
- 12 DURING the progress of the Works the Contractor shall give the Engineer and persons duly authorised by him/her free access to every part of the Works and the site thereof, at all reasonable times and upon reasonable notice (no notice and at all times in the case of emergency) and permit them to inspect the same and all materials used or intended to be used thereon and to give effect to any requirement made or instruction given by the Engineer and persons authorised by him/her to conform to this Agreement.
- 13 THE Contractor shall obtain and keep in force throughout the period from commencement of the Works to the issue of the Final

Certificate an insurance policy to cover all third party risks in respect of the execution of the Works and maintenance of the Contractor's apparatus in the sum of ten million pounds in respect of each claim.

- 14 DURING the carrying out of the Works the Contractor shall at all times comply with the requirements and directions contained in the current edition of Chapter 8 of the Traffic Signs Manual issued by the Department for Transport.
- 15 THE whole of the Works shall be completed within a period of 2 months from the date of commencement thereof or such other period as the Employer may agree in writing to the Contractor.
- 16 NOTHING in this Agreement shall affect the power of the Employer as Street Authority pursuant to Section 56 of the 1991 Act to give directions as to the timing of the Works.
- 17 THE Works (or such proportion thereof as may be agreed in writing by the Engineer) shall be completed to the reasonable satisfaction of the Engineer before the Proposed Development is commenced.
- 18 IF there is any cause for delay in the execution of the Works due to exceptional adverse weather conditions labour troubles or delays in supply of materials or other special circumstances of any kind whatsoever which may occur and be such as to reasonably entitle the Contractor to an extension of time for the completion of the Works the Contractor shall within twenty-eight days after the cause

of the delay has arisen or as soon thereafter as is reasonable in all the circumstances deliver to the Engineer full and detailed particulars of any claim to an extension of time to which the Contractor may consider it is entitled in order that such claim may be investigated

18.1 The Engineer shall upon receipt of such particulars or if he/she thinks fit in the absence of any such claim consider all the circumstances known to him/her and make an assessment of the extension of time (if any) to which he/she considers the Contractor shall be entitled for completion of the Works and shall within twenty-eight days of such receipt by notice in writing grant such extension of time for completion or refuse to grant such extension as the case may be and it is hereby agreed between the parties hereto that the decision of the Engineer shall be final and binding upon the parties hereto.

19 IF the Works are not completed within the period specified in Clause 15 of this Agreement (or such extended time as may be permitted hereunder) or if the Contractor shall fail to carry out perform or observe any of the obligations on his part contained in this Agreement it shall be lawful for the Employer upon giving the Contractor fourteen days' notice of intention so to do itself to enter the site of the Works (including any other land in the ownership or under the control of the Contractor in the vicinity of the Works) and remedy any defects therein including the reinstatement of any highway damaged by the Contractor in the course of the Works OR carry out the remainder of the Works (or part thereof as deemed

appropriate by the Engineer) OR carry out other works that in the opinion of the Engineer are reasonably necessary to reinstate the public highway to restore its safe operation for all road users and in any such case the cost to the Employer of carrying out or remedying all or any of the Works in default shall be a debt due to the Employer from the Contractor payable on demand and recoverable by action at law.

20 THE Contractor HEREBY DEDICATES upon commencement of the Works the Private Land as part of the highway and upon the issue of the Provisional Certificate the Private Land shall become highway maintainable at the public expense (subject to Clause [23] hereof)

21 The Contractor consents to the Employer registering an Agreed Notice with the Land Registry against the Contractor's title in respect of the dedication of the Private Land upon completion of this Agreement.

21a For the purpose of noting this Agreement on the titles of the Owner at the Land Registry the Owner will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the Owner's solicitor's completed Land Registry account key number details inserted in the form The Council will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Owner will supply the Council with a copy of the amended registers as soon as

reasonably practicable following their receipt by the Owner from the Land Registry.

- 22 The Employer shall not be obliged to issue a Provisional Certificate until:
- 22.1 the Engineer has issued a satisfactory Stage 3 Safety Audit Report;
 - 22.2 the items identified for remedy in the Stage 3 Safety Audit Report have been remedied to the reasonable satisfaction of the Engineer; and
 - 22.3 the Works are to the Engineer's reasonable satisfaction such that they have been completed in full without defect in accordance with the Approved Working Drawings
 - 22.4 the Engineer has been provided with an electronic copy of as-built drawings detailing the Works taking into account the requirements of the Traffic Management Act 2004
 - 22.5 An electronic copy of an as-built drawing detailing the traffic signals and/or intelligent transport system has been supplied by the Contractor direct to the Employer's Traffic Systems Team.
- 23 If before or during the Maintenance Period any additional works ("the Additional Works") (subject to a maximum value of 5% of the total cost of the Works excluding VAT or £10,000 excluding VAT, whichever is the greater) are reasonably required by the Employer as a result EITHER of any technical shortcoming or omission in the Approved Working Drawings due to circumstances which could not have been anticipated at the time of approval of the working

drawings and plans AND/OR any defects in the Works appearing during the Maintenance Period which in the opinion of the Engineer are due to the materials or workmanship not in accordance with the Approved Working Drawings or to neglect or failure on the part of the Contractor to comply with any obligations express or implied under the terms of this Agreement the Contractor will:

- 23.1 commence and fund the Additional Works (subject to the said maximum) within 14 days of being so notified by the Employer
- 23.2 pay to the Employer a sum equivalent to 12% of the cost of the Additional Works for the expenses to be incurred by the Employer in providing the services of the Engineer in relation to the inspection of the Additional Works; and
- 23.3 complete the Additional Works to the reasonable satisfaction of the Employer within a reasonable time scale laid down by the Employer.

24 At the expiry of the Maintenance Period (provided that any defects appearing in the Maintenance Period have been rectified to the satisfaction of the Engineer in accordance with Clause 23 and the Contractor has supplied to the Employer the safety file under The CDM Regulations) the Engineer shall issue a Final Certificate.

25 THE Contractor shall within 6 months of receiving a written request from the Engineer complete Accommodation Works to such land or properties in the vicinity of the Proposed Development that are adversely affected by the Works or Additional Works PROVIDED that the cost of such Accommodation Works shall not exceed 5%

excluding VAT of the total cost of the Works or £10,000 excluding VAT whichever is the greater

26 THE Contractor HEREBY COVENANTS

26.1 to indemnify the Employer against all actions costs claims and demands which may be made against the Employer in connection with the execution of the Works the Additional Works and any Accommodation Works together with the Employer's costs in handling any such actions costs claims and demands

26.2 without prejudice to the generality of the foregoing to indemnify the Employer against all claims for compensation together with the Employer's costs in handling any such claims which may be made against the Employer under the 1973 Act in respect of the carrying out or use of the Works the Additional Works and any Accommodation Works to the extent that any such claim would properly succeed against the Employer AND IT IS HEREBY AGREED AND DECLARED by the Contractor and the Employer that in connection with any such claim for compensation

26.2.1 the Employer shall consult with the Contractor and before agreeing either the validity or the amount of any such claim shall take proper account of all comments and representations made by the Contractor

26.2.2 upon receiving any such claim the Employer shall give to the Contractor full details thereof within 14 days of receiving the same

26.2.3 the Employer shall notify the Contractor in writing whether or not the claim is considered valid upon a decision as to the validity thereof being made

26.2.4 upon the amount of any valid claim being decided upon the Employer shall notify the Contractor in writing of the amount of the claim and of any costs and disbursements in connection therewith which are properly payable to the claimant

26.2.5 within 14 days of receiving the written notification referred to in Clause 26.2.4 the Contractor will pay to the Employer the amount of the claim and all other monies properly payable to the claimant

26.2.6 if the payment to the Employer referred to in Clause 26.2.5 is not made within 14 day period specified therein then the total amount payable to the Employer shall bear interest at the rate of 1% per annum above the HSBC Plc Base Rate or rates in force during the period such interest accrues and all interest so accruing shall be paid to the Employer with the payment due to the claimant under Clause 26.2.5

26.3 to indemnify the Employer against all liabilities should it be necessary to enter into an Agreement pursuant to Section 115 of the Water Industry Act 1991 and pay the Employer's costs incurred in the drawing up and completion of that agreement

27 THE Contractor (who is referred in this connection to the 2007 Regulations) shall comply with the provisions of Sections 83 or 84 (as appropriate) of the 1991 Act (relating to street apparatus as

defined by the 1991 Act) and shall indemnify the Employer in respect of all costs claims demands or other expenses relating to or arising from any failure to comply with the said provisions.

28 This Deed shall be registerable as a local land charge by the Council.

29 THE Contractor and the Surety are jointly and severally bound to the Employer in the sum of Two Hundred and Eighty Seven Thousand Eight Hundred and Two pounds and Twelve pence (£287,802.12)) ~~for such greater sum as may be contained in the Solicitor's Certificate~~ for the payment of which sum the Contractor and the Surety bind themselves their successors and assigns jointly and severally PROVIDED THAT the Employer will release the Contractor and the Surety from the obligation in this Clause 29 if the Contractor complies with all the terms of this Agreement and the Surety discharges any damages for loss arising from a breach of this Agreement sustained by the Employer to the sum of Two Hundred and Eighty Seven Thousand Eight Hundred and Two pounds and Twelve pence (£287,802.12) ~~or such greater sum as may be contained in the Solicitor's Certificate~~ AND PROVIDED FURTHER THAT

29.1 the amount of such damages shall be that certified by the Engineer whose certificate shall be final and binding upon all parties

29.2 the Surety shall not be discharged or released from this bond by any arrangement between the Contractor and the Employer or by any

alteration in the Contractor's obligations or by any forbearance whether as to payments performance time or otherwise whether made with or without the assent of the Surety

29.3 for the avoidance of doubt any reduction or release of this bond shall not release the Contractor from its obligations under this Agreement.

30. THE Contractor HEREBY ELECTS to be treated as the sole Client for the purposes of the CDM Regulations pursuant to Regulation 4(8)

31 THE parties hereto HEREBY DECLARE that:-

31.1 this Agreement is made under the powers conferred by Section 106 of the 1990 Act and all other powers enabling the Employer in that behalf and is an Agreement to which Section 106 of the 1990 Act applies and

31.2 this Agreement is executed or signed by them as a deed in accordance with Section 1 of the Law of Property (Miscellaneous Provisions) Act 1989 provided always that the provisions hereof (other than those contained in this clause) shall not have any effect until this Agreement has been dated

31.3 the Employer is the local planning authority by whom the Planning Obligations are enforceable.

32 ANY Notice to be given hereunder shall be in writing and shall either be delivered personally or sent by first-class post

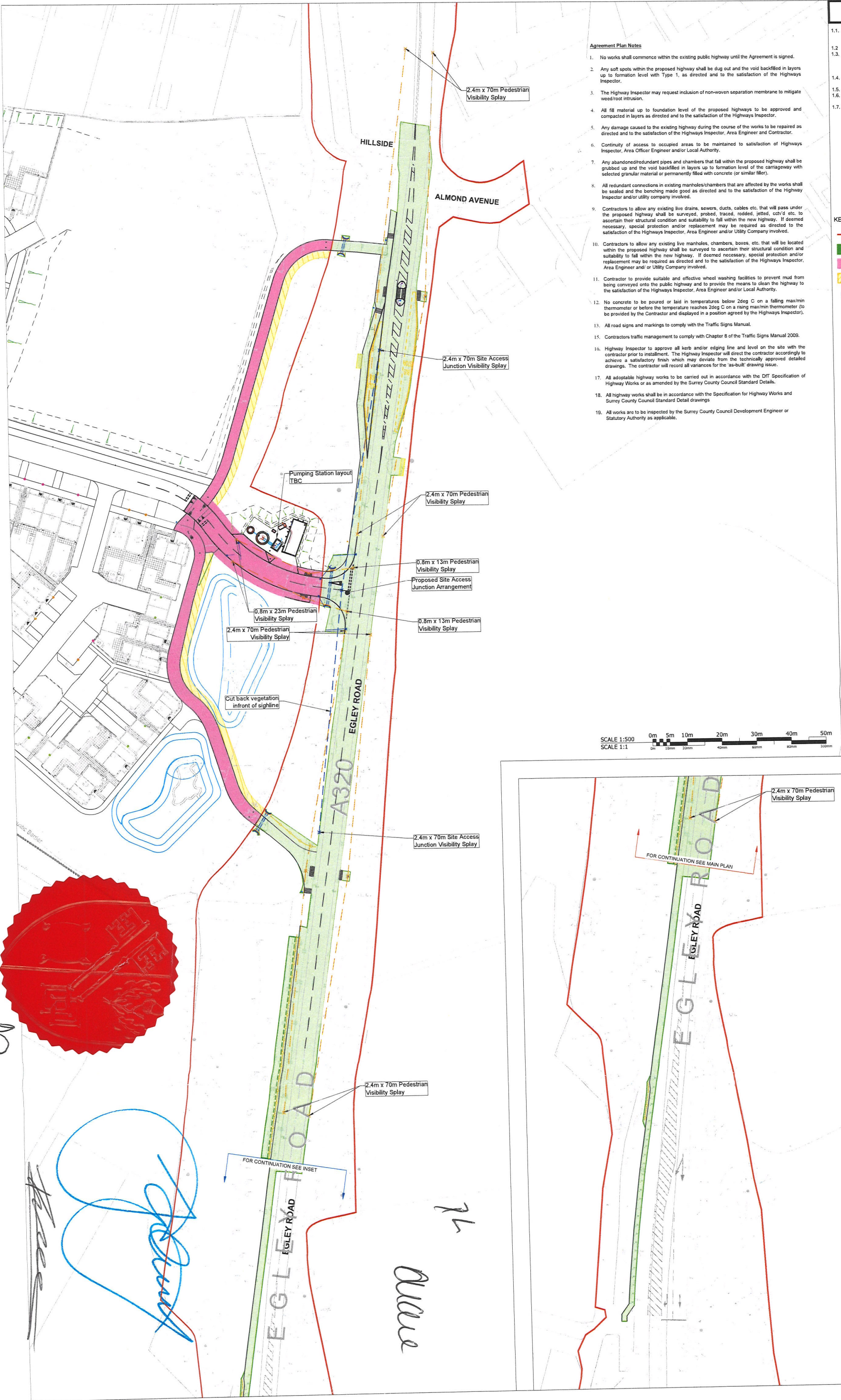
32.1 The addresses for service of the Employer and the Contractor shall be those stated in the Agreement or such other address in England

for service as the party to be served may have previously notified in writing.

33 ALL consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.

33.1 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

34 The parties to this Agreement agree that this Agreement shall be of no effect if the Contractor has not commenced the construction of the Works within 5 years of the date of this Agreement unless otherwise agreed in writing by the Employer



Agreement Plan Notes

- No works shall commence within the existing public highway until the Agreement is signed.
- Any soft spots within the proposed highway shall be dug out and the void backfilled in layers up to formation level with Type 1, as directed and to the satisfaction of the Highways Inspector.
- The Highway Inspector may request inclusion of non-woven separation membrane to mitigate weed/soil intrusion.
- All fill material up to foundation level of the proposed highways to be approved and compacted in layers as directed and to the satisfaction of the Highways Inspector.
- Any damage caused to the existing highway during the course of the works to be repaired as directed and to the satisfaction of the Highways Inspector, Area Engineer and Contractor.
- Continuity of access to occupied areas to be maintained to satisfaction of Highways Inspector, Area Officer Engineer and/or Local Authority.
- Any abandoned/redundant pipes and chambers that fall within the proposed highway shall be grubbed up and the void backfilled in layers up to formation level of the carriageway with selected granular material or permanently filled with concrete (or similar filler).
- All redundant connections in existing manholes/chambers that are affected by the works shall be sealed and the benching made good as directed and to the satisfaction of the Highway Inspector and/or utility company involved.
- Contractors to allow any existing live drains, sewers, ducts, cables etc. that will pass under the proposed highway shall be surveyed, probed, traced, rodded, jetted, etc. etc. to ascertain their structural condition and suitability to fall within the new highway. If deemed necessary, special protection and/or replacement may be required as directed to the satisfaction of the Highways Inspector, Area Engineer and/or Utility Company involved.
- Contractors to allow any existing live manholes, chambers, boxes, etc. that will be located within the proposed highway shall be surveyed to ascertain their structural condition and suitability to fall within the new highway. If deemed necessary, special protection and/or replacement may be required as directed and to the satisfaction of the Highways Inspector, Area Engineer and/or Utility Company involved.
- Contractor to provide suitable and effective wheel washing facilities to prevent mud from being conveyed onto the public highway and to provide the means to clean the highway to the satisfaction of the Highways Inspector, Area Engineer and/or Local Authority.
- No concrete to be poured or laid in temperatures below 2deg C on a falling max/min thermometer or before the temperature reaches 2deg C on a rising max/min thermometer (to be provided by the Contractor and displayed in a position agreed by the Highways Inspector).
- All road signs and markings to comply with the Traffic Signs Manual.
- Contractors traffic management to comply with Chapter 8 of the Traffic Signs Manual 2009.
- Highway Inspector to approve all kerb and/or edging line and level on the site with the contractor prior to installation. The Highway Inspector will direct the contractor accordingly to achieve a satisfactory finish which may deviate from the technically approved detailed drawings. The contractor will record all variances for the 'as-built' drawing issue.
- All adoptable highway works to be carried out in accordance with the DfT Specification of Highway Works or as amended by the Surrey County Council Standard Details.
- All highway works shall be in accordance with the Specification for Highway Works and Surrey County Council Standard Detail drawings.
- All works are to be inspected by the Surrey County Council Development Engineer or Statutory Authority as applicable.

GENERAL NOTES

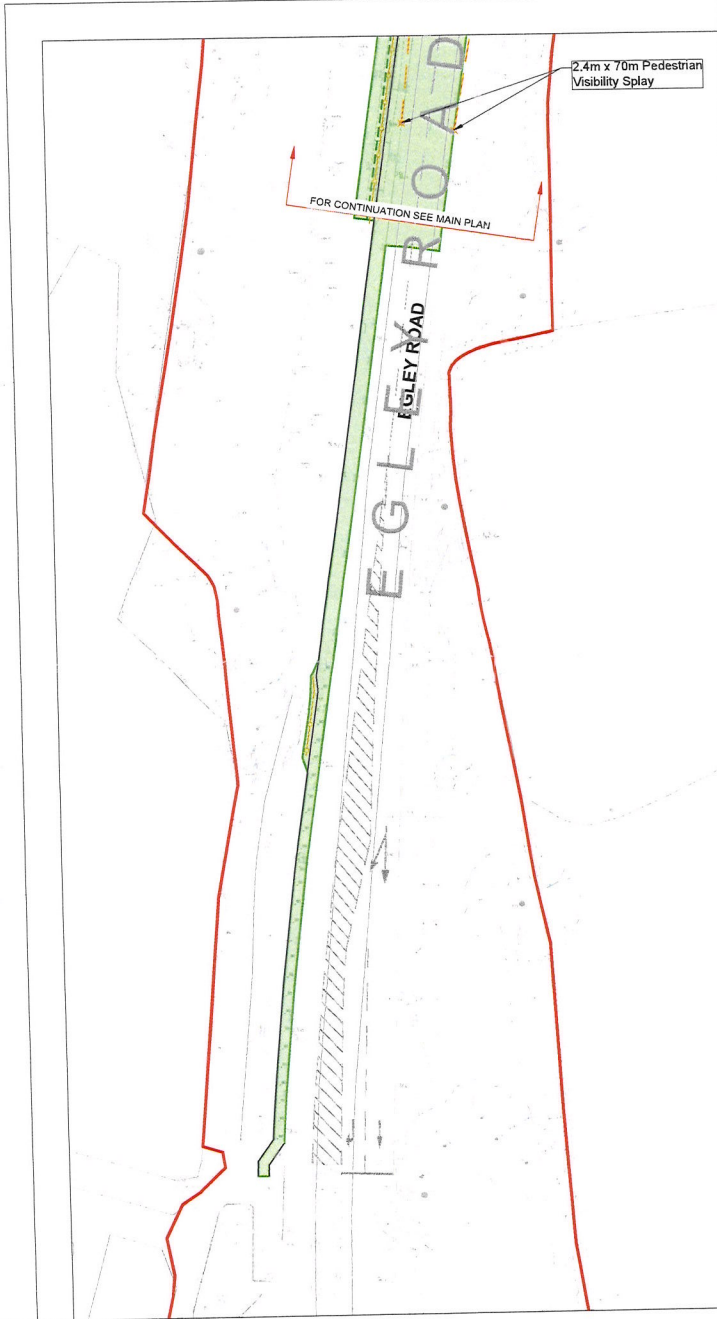
- THIS DRAWING IS COPYRIGHT AND SHOULD NOT BE REPRODUCED IN WHOLE OR PART WITHOUT THE WRITTEN CONSENT OF PPCE GROUP LTD.
- DO NOT SCALE FROM THIS DRAWING.
- ALL DIMENSIONS TO BE CHECKED ON SITE AND CO-ORDINATE WITH RELEVANT ARCHITECT'S DRAWINGS. ANY DISCREPANCIES TO BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION.
- ALL DIMENSIONS IN METRES UNLESS NOTED OTHERWISE.
- ALL LEVELS IN METRES.
- SIZES HEREON SHALL NOT BE MODIFIED WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ENGINEERS DRAWINGS & SPECIFICATIONS.



KEY:

- HIGHWAY BOUNDARY
- S278 AGREEMENT WORKS AREA
- AREA TO BE OFFERED FOR ADOPTION
- 2.0m MAINTENANCE EASEMENT
- PROPOSED GULLY & LATERAL CONNECTION

SCALE 1:500
SCALE 1:1



P9	UPDATED TO SUIT SCC TA COMMENTS (21.08.23)
RR	22.08.23 JH 22.08.23 DB 22.08.23
P8	UPDATED TO SUIT RSA & TA COMMENT
RR	15.08.23 JH 15.08.23 DB 15.08.23
P7	UPDATED FOLLOWING SCC COMMENTS (24.07.23)
RR	27.07.23 JH 27.07.23 DB 27.07.23
P6	UPDATED FOLLOWING PUMP STATION LAYOUT CHANGE
RR	19.08.23 JH 19.08.23 DB 19.08.23
P5	UPDATED TO SUIT CALA COMMENTS
RR	11.05.23 JH 11.05.23 DB 11.05.23
P4	UPDATED TO INCLUDE SHARED CYCLEWAY / FOOTWAY
RR	28.04.23 JH 28.04.23 DB 28.04.23
P3	MINOR AMENDMENTS MADE
RR	24.02.23 DB 24.02.23 DB 24.02.23
P2	S278 ISSUE
RR	28.10.22 JH 28.10.22 DB 28.10.22
P1	INITIAL ISSUE
RR	14.10.22 JH 14.10.22 DB 14.10.22
REV.	REVISION NOTE/COMMENT
DRW BY	DATE
CCK BY	DATE
APP BY	DATE



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United Kingdom
T. +44 01276 700 400
E. info@patrickparsons.co.uk
W. www.patrickparsons.co.uk

Client
Cala Homes (Thames) Ltd.

Project
S278 Agreement Works
Egley Road
Woking

Drawing
S278 Agreement Plan

Drawn
RR
Patrick Parsons Project No.
11018

Date
14.10.22
Scale @ A1
1:500

Status Description	REVIEW & COMMENT	S3
Drawing No. (project-organization-volume-sheet-type-issue-number)	00229-302-C-S278-GA	Revision P9

SCHEDULE A

The following application for planning permission has been submitted by the

Contractor:- CALA HOMES (THAMES) LIMITED

Application
Number PLAN/2022/0694

Date Application
Registered 22 July 2022

Local Planning
Authority to whom
Submitted Woking Borough Council

Description of
Proposed
Development

Planning permission for the redevelopment of Land West of Egley Road, Woking to include 86 dwellings (43 market dwellings and 43 affordable dwellings) (C3 Use Class), the erection of a 62-bed care home building (Use Class C2), new vehicular access point off Egley Road with improved pedestrian and cycle links, open and recreational space as well as hard and soft landscaping throughout the site, SUDs, car parking, biodiversity features and other associated infrastructure (Amended Description) (Amended Plans).

SCHEDULE B
(Summary of the Works)

The construction of a new junction access, footways, pedestrian refugee island, and bus bay with all associated works such works to be carried out on the land shown coloured green on the Plan

SCHEDULE C

(Construction and Interpretation)

- 1 In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

“the 1972 Act” means the Local Government Act 1972

“the 1973 Act” means the Land Compensation Act 1973

“the 1975 Regulations” means the Noise Insulation Regulations 1975

“the 1980 Act” means the Highways Act 1980

“the 1990 Act” means the Town & Country Planning Act 1990 as amended

“the 1991 Act” means the New Roads and Street Works Act 1991

“the 2007 Regulations” means The Street Works (Registers Notices Directions and Designations) Regulations 2007

“the Accommodation Works” means works to reinstate any adverse impact of the Works

“the Agreed Notice” means an entry made in the HM Land Registry’s register in respect of the burden of an interest affecting a registered estate or charge (section 32(1) of the Land Registration Act 2002)

“the Approved Working Drawings” means the working drawings plans and specification approved in accordance with clause 6.1

“the Client” means client as defined in Regulation 2 of the Construction (Design and Management) Regulations 2015

“the CDM Regulations” means the Construction (Design and Management) Regulations 2015

“the Engineer” means the Employer's Planning and Development Group Manager or the person responsible on behalf of the Employer from time to time

“the Final Certificate” means the final certificate issued by the Engineer on final completion of the Works

“the Maintenance Period” means the period of 12 months from the date of the issue of the Provisional Certificate

“the Plan” means the plan or drawing number 00229-302-C-S278-GA Rev P9 annexed hereto

“the Planning Application” means the application for planning permission described in Schedule A to this Agreement

“the Planning Obligations” means the covenants and agreements on the part of the Contractor contained in this Agreement

“the Private Land” is the land shown coloured pink on the Plan and referred to in Recital [2/6] and Clauses 20 and 21 of this Agreement

“the Proposed Development” means the proposed development the subject of the Planning Application

“the Provisional Certificate” means the provisional certificate issued by the Engineer on practical completion of the Works

“the Solicitor's Certificate” means a written certificate given by the Contractor's solicitor confirming the amount notified to him/her of the sum paid or to be paid by the Contractor to the person or company carrying out the Works

“the Specification for Highway Works” means the Specification for Highway Works current at the date of commencement of the Works published by Her Majesty's Stationery Office

"Speed Limit Order" means order used to create speed limits on various roads and lengths of roads

"the Streetworks Service" means the Employer's Streetworks Service located at The Network Management and Information Centre, Unit 4 Mole Business Park, Randalls Road, Leatherhead, KT22 7BA (streetworks@surreycc.gov.uk)

"Traffic Regulation Order" has the meaning assigned to it by section 1 of the Road Traffic Regulation Act 1984

" the Transport Development Planning Service" means the Employer's Transport Development Planning Service located at Quadrant Court 35 Guildford Road Woking GU22 7QQ "the Works" means the highway improvement works described in Schedule B to this Agreement

2 Any reference in this Agreement to any statutory provision statutory instrument document containing Government advice or other similar document shall be construed as a reference to such provision instrument or document including any subsequent re-enactment modification or amendment thereof statutory or otherwise

IN WITNESS WHEREOF this deed has been duly executed the day and year first before written

EXECUTED AS A DEED by
affixing THE COMMON SEAL
OF SURREY COUNTY COUNCIL
in the presence of and attested by:



Nancy O. Sheehy
Director of Law and Governance /Authorised Signatory

Executed as a DEED by [*IAN CURRY*] and [*TOM HARDY*]
acting by two directors of
CALA HOMES (THAMES) LIMITED
as attorney for **CALA MANAGEMENT LIMITED**

Signature *[Signature]*
Director
In the presence of

Witness name *RAM THARUNARAJAN*
Address *CALA HOUSE, 54 THE CAUSEWAY, TW18 3AX*
signature *[Signature]*

Signature *[Signature]*
Director

In the presence of:
Witness name *RAM THARUNARAJAN*
Address *CALA HOUSE, 54 THE CAUSEWAY, TW18 3AX*
Signature *[Signature]*

SIGNED as a DEED by

[ALYCE HALE]

as attorney for

NATIONAL HOUSE-BUILDING COUNCIL under a

power of attorney dated ~~30th March 2022~~ 28 September 2023

Team Leader Bonds

.....[Signature].....
as attorney for National House-Building Council

in the presence of

DANIEL WARRIN.....

Name of Witness

[Signature].....

Witness Signature

ASSISTANT UNDERMINTER.....

Occupation of Witness

Address of Witness: NHBC House, Davy Avenue, Knowlhill, Milton Keynes,
Bucks MK5 8FP

No. IN SEALING
REGISTER

SURREY COUNTY COUNCIL

34557 - 34558

ORDERED TO
BE SEALED

Email - kirsty wilkinson North
Area Team Leader

- 14/06/23