

DATED THE 17th DAY OF APRIL 2026

SURREY COUNTY COUNCIL

-and-

BELLWAY HOMES LIMITED

AGREEMENT

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 North of Trumps
Green Road, Virginia Water
in the County of Surrey



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

REF: Legal/ HN /106565

THIS AGREEMENT IS MADE THE 17th DAY OF APRIL
TWO THOUSAND AND TWENTY SIX BETWEEN

- (1) SURREY COUNTY COUNCIL OF WOODHATCH PLACE, 11
COCKSHOT HILL, REIGATE, SURREY, RH2 8EF ("The EMPLOYER")
of the first part AND
- (2) BELLWAY HOMES LIMITED (company registration number 00670176)
whose registered office is at Bellway Plc, Woolsington House,
International Drive, Woolsington, Newcastle Upon Tyne NE13 8BF
("the Contractor") of the second part

WHEREAS

- (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 SY674029 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 with reference RU.22/0278 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 and this was granted on 15 February 2023
- (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 completion of this Agreement either the sum of twelve per cent of the total cost (such total cost estimated to be twenty nine thousand, one hundred and seventy points pounds and three pence (£29,170.03) 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 completion of this Agreement the commuted sum of three thousand two hundred and ninety six pounds (£3,296.00) in respect of the full cost to be incurred by the Employer for the maintenance of the additional highway features required in connection with the Works from the issue of the Final Certificate
- 5.4 on or before the completion 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 demand the cost of sound insulation or grant where the need is proved pursuant to the 1975 Regulations
- 5.6 within 14 days of demand the full cost to the Employer in obtaining altering and implementing any necessary Traffic Regulation Orders whether or not such Traffic Regulation Orders or Speed Limit Orders are confirmed in connection with Works such costs;

5.6.1 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

5.6.2 (without prejudice to the generality of the foregoing) including those costs incurred in advertising and processing such Traffic Regulation Orders or Speed Limit Orders and in providing and erecting road signs and applying markings when requested by the Contractor.

PROVIDED THAT a demand under this Clause 5.6 may be made in advance of the alteration or provision of the Traffic Regulation Orders or Speed Limit Orders affected

5.7 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 5.6 hereof

- 7 THE Contractor shall at its own expense where appropriate 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 and the cost of the energy supply to the new road lighting shall be a cost to the Contractor until the issue of the Final Certificate
- 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 months' notice in writing on the Employer at the office of the Streetworks Team (email address streetworks@surreycc.gov.uk). The Contractor shall not commence any work until it has agreed and thereafter implemented a method of advance communication with the Streetworks Team in accordance with the Customer and Stakeholder Engagement Plan
- 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
- 11.4 the Customer and Stakeholder Engagement Plan
- 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 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 six (6) 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 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

20a For the purpose of noting this Agreement on the titles of the Contractor at the Land Registry the Contractor will on the date hereof provide the Employer 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 Contractor's solicitor's completed Land Registry account key number details inserted in the form The Employer will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Contractor will

respond to any requisitions from the Land Registry and supply the Employer with a copy of the amended registers as soon as reasonably practicable following their receipt by the Contractor from the Land Registry

- 21 The Employer shall not be obliged to issue a Provisional Certificate until:
- 21.1 the Engineer has issued a satisfactory Stage 3 Safety Audit Report;
 - 21.2 the items identified for remedy in the Stage 3 Safety Audit Report have been remedied to the satisfaction of the Engineer; and
 - 21.3 the Works are to the Engineer's satisfaction such that they have been completed in full without defect in accordance with the Approved Working Drawings
 - 21.4 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 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:

- 22.1 commence and fund the Additional Works (subject to the said maximum) within 14 days of being so notified by the Employer
- 22.2 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
- 22.3 complete the Additional Works to the reasonable satisfaction of the Employer within a reasonable time scale laid down by the Employer.
- 23 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 22 and the Contractor has supplied to the Employer the safety file under The CDM Regulations) the Engineer shall issue a Final Certificate
- 24 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
- 25 THE Contractor HEREBY COVENANTS
- 25.1 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

25.2 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

25.2.1 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

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

25.2.3 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

25.2.4 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

25.2.5 within 14 days of receiving the written notification referred to in Clause 25.2.4 the Contractor will pay to the Employer the amount of the claim and all other monies properly payable to the claimant

25.2.6 if the payment to the Employer referred to in Clause 25.2.5 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 25.2.5

25.3 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

26 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.

27 This Deed shall be registerable as a local land charge

28 To provide to the Employer on the date of this Agreement the Cash Deposit which the Employer will hold in its general account and without undertaking any fiduciary obligations as trustee for the Contractor PROVIDED THAT IF:

(a) the Contractor fails to carry out and/or complete the Works within the period specified in Clause 15 above; or

(b) the Contractor having received written notice from the Employer fails to remedy any defects and/or carry out any remedial works specified in such notice to the satisfaction of the Employer within the period of time specified in such notice (or such longer period as the Employer may agree in writing in its absolute sole discretion); or

(c) an Insolvency Event occurs in respect of the Contractor the Employer may itself carry out and/or complete the Works and may deduct from the Cash Deposit all costs fees and expenses incurred by the Employer in so doing (including without prejudice to the generality of the foregoing the cost fees and expenses of preparing an alternative contract for the Works and of supervising the execution of such alternative contract) and all other sums due from the Contractor under the terms of this Agreement

28.1 The Employer hereby : -

(a) agrees that upon completion of the Works to the satisfaction of the Employer:

(b) the issue of the Provisional Certificate it shall reduce the Cash Deposit by a maximum of seventy per cent (70%) and shall pay to the Contractor a sum equivalent to such reduction provided that the amount of any reduction of the Cash Deposit shall be at the sole discretion of the Employer

(c) agrees that upon the issue of the Final Certificate the Employer shall repay to the Contractor either a sum equivalent to the balance

of the Cash Deposit remaining outstanding after the reduction as referred to in Clause 28.1(b) or in the event of the Cash Deposit being used in accordance with Clause 28 above a sum equivalent to the balance of such part of the Cash Deposit as remains outstanding

- 29 THE Contractor HEREBY ELECTS to be treated as the sole Client for the purposes of the CDM Regulations pursuant to Regulation 4(8)
- 30 THE parties hereto HEREBY DECLARE that:-
- 30.1 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
- 30.2 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
- 30.3 the Employer is the local planning authority by whom the Planning Obligations are enforceable
- 30.4 Unless otherwise provided any Notice to be given hereunder shall be in writing and shall either be delivered personally or sent by first-class post and received by the Employer.
31. 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

- 32 ALL consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof
- 32.1 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
- 33 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

SCHEDULE A

The following application for planning permission has been submitted by the

Contractor:-

Application
Number

RU.22/0278

Decision date

15 February 2023

Local Planning
Authority to whom
Submitted

Runnymede Borough Council

Description of
Proposed
Development

Outline Planning Permission for Demolition of existing structures and erection of up to 67 new homes (35% affordable), provision of 1 travellers pitch, and new vehicular access via Trumps Green Road together with associated car parking, open space and landscaping with Access only to be considered with all other matters reserved.

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

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

“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

“Cash Deposit” means the sum of Thirty Two Thousand and Eighty Seven Pounds and Three pence (£32,087.03)

“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

“Customer and Stakeholder Engagement Plan” means communications required to be undertaken and agreed between the Employer and the Contractor and/or the Owner.

“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

“Insolvency Event” means any of the following: (1) the presentation of a petition for the winding up of a UK recognised body (or the commencement of any similar or analogous proceedings under the law of a jurisdiction outside the United Kingdom); or

(2) the appointment of a receiver, administrator, liquidator, trustee or sequestrator of assets of that body (or of any similar or analogous appointment under the laws of a jurisdiction outside the United Kingdom); or

(3) the making of a voluntary arrangement by that body with its creditors (or of any similar or analogous arrangement under the law of a jurisdiction outside the United Kingdom)

“the Maintenance Period” means the period of 12 months from the date of the issue of the Provisional Certificate and “Maintenance” includes day-to-day maintenance

“the Plan” means the plan or drawing number 24-003/282 C4 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 an order made under Section 84 of the 1984 Act

“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 Victoria Gate, Chobham Road, Woking, GU21 6JD

"Works" means the highway improvement works described in Schedule B to this Agreement

"Works Communication Team" means the team within the Local Highways Group responsible for issuing roadworks communication of the Employer

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:



Meghan Roberts

Director of Law and Governance / Authorised Signatory

EXECUTED as a DEED by BELLWAY)
HOMES LIMITED acting by its Attorneys)
appointed pursuant to a Power of)
Attorney granted on the [] in the)
presence of:)

Attorney 1



FRANCIS DICKINSON

[Insert Name of Attorney]

Signature of Witness for Attorney 1:



Name (in BLOCK CAPITALS):

SADEEP ILANQARATHNA

Address:


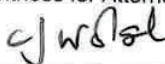
Bellway House

Bury Street, Ruislip

Middlesex, HA4 7SD

Occupation:

TECHNICAL COORDINATOR

		Attorney 2
		
		[Insert Name of Attorney]
		ALI MARUF
Signature of Witness for Attorney 2:		
		
Name (in BLOCK CAPITALS):		
		CATHERINE, JULIE WALSH
Address:		
		Bellway House
		Bury Street, Ruislip
		Middlesex, HA4 7SD
Occupation:		
		TECHNICAL SECRETARY

Middlesex, HAM 150
Guy St. & Rind
Bridgely House

Middlesex, HAM 150
Guy St. & Rind
Bridgely House

SURREY COUNTY COUNCIL

No. IN SEALING REGISTER

38625 - 38626

ORDERED TO BE SEALED

EMAIL DATED
31/10/2024 from TDP
TEAM LEADER
AREA NORTH