

## **S106 Agreement Heads of Terms**

**Site:** Mount Clare Campus, Minstead Gardens, Roehampton Gate, London W15 4EE

**Planning Inspectorate reference:** APP/H5960/W/25/3371729

**LPA reference:** 2025/0074

*Matters that are not agreed or to be confirmed are included in square brackets.*

### **[Affordable Housing:**

A financial contribution of [£TBC<sup>1</sup>] towards off-site affordable housing within the borough equating to 35% Affordable Housing.

Affordable Housing Review: Early (if the applicant could not demonstrate substantial implementation of the scheme within 2 years of granting planning permission).]

*The parties are not in agreement as to the applicability of affordable housing obligations. The LPA considers that the obligations above are applicable; the Appellant considers that the obligations above are not applicable.*

### **Energy and Sustainability:**

The Secretary of State or their appointed Inspector is requested to determine whether Option A or Option B should be applicable.

Should the Secretary of State or their appointed Inspector state in their decision letter that Option A should apply, then Option B shall from the date of the Decision Letter be deemed to be of no effect and should the Secretary of State or their appointed Inspector state in their decision letter that Option B should apply, then Option A shall from the date of the Decision Letter be deemed to be of no effect:

Option A: £0 Carbon Offsetting Contribution is payable

Option B: Carbon Offset Contribution payable at a rate of £95 per tonne over 30 years to make the development the equivalent of zero carbon (payable on implementation of the development). This equates to [£203,205.00<sup>2</sup>] and 50% ([£101,602.50]) payable on implementation of the development and remaining 50% ([£101,602.50]) payable prior to first occupation of the development.

### **Travel Plan:**

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<sup>1</sup> Notwithstanding that the inclusion of affordable housing obligations is not agreed by the parties, the LPA notes that it is not possible to calculate the relevant figure in the absence of the Appellant's submission of viability information.

<sup>2</sup> The LPA provides the Energy and Sustainable figures for indicative purposes, pending external review of the Appellant's lately submitted Energy Statement. These figures are not agreed by the Appellant.

- Travel Plan Monitoring: fee payable for ongoing monitoring and support of the implementation of the approved Travel Plan - £[1,490.00<sup>3</sup>] Payable on or prior to implementation of the development.
- Appointment of a Travel Plan Co-ordinator.
- Annual Monitoring for a period of [TBC<sup>4</sup>] years from first occupation of the Development.

### **Monitoring and Implementation:**

[5% of the total amount of contributions/£TBC<sup>5</sup>] towards monitoring, implementation, and compliance with the legal agreement.

[Payment of the Council's legal fees for the preparation and completion of the legal agreement.]

*The parties are not in agreement as to inclusion of payment of the Council's legal fees. The LPA considers that payment is applicable; the Appellant considers that it is not.*

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The negotiation and completion of the section 106 agreement will adhere to the timeline set by the Planning Inspector. In the absence of this legal agreement, the proposed development would not be able to secure the contributions towards the following material planning considerations: [Affordable Housing,] Energy and Sustainability (if decided by the Secretary of State or their Inspector), Travel Plan, and Monitoring and Implementation, which must be secured by the section 106 agreement.

Please note, the figures and terms provided above are subject to change and pending the LPA's review of, inter alia:

- the Appellant's Proofs of Evidence (when provided);
- resolution of issues raised by the Inspector in his CMC Summary Note for the Appellant to address (such as clarification of the Appellant's plans and provision of a structural report regarding the former Principal's Lodge); and
- external review of the Appellant's lately-submitted Energy Report.

The LPA reserves its position as to the amendment or removal of the proposed heads of terms, and the addition of further heads of terms, pending developments through

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<sup>3</sup> This figure is not agreed by the Appellant. The LPA notes that it based on the assumption that one member of the LPA's transport team will spend two hours per year (for 5 years) monitoring the travel plan, which will be charged at £149.00 per hour in accordance with the "Planning Ad Hoc Charges, Appendix B, Transport Fees and Charges 2025-2026" paper, approved by the Transport Scrutiny Committee, London Borough of Wandsworth, 6 February 2025

<sup>4</sup> The number of years of monitoring is not agreed by the parties. The LPA considers that this should be a 5-year period. The Appellant considers that this should be a 2-year period.

<sup>5</sup> The calculation of the monitoring figure is not agreed by the parties. The LPA considers that this should be 5% of the total amount of contributions. The Appellant has not proposed a figure.

the course of the Appeal. The LPA also reserves its position as to the application of indexation.

In the event that the Secretary of State or their Inspector appointed to determine the Appeal states in their decision letter either:

- that a planning obligation contained in the section 106 agreement (or relevant part of a planning obligation) is not a material consideration in the granting of the Planning Permission pursuant to the Appeal; or
- that a planning obligation contained in the section 106 agreement (or relevant part of a planning obligation) is incompatible with any one or more of the tests for planning obligations set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 and accordingly attaches no weight to that obligation in determining the Appeal,

then that planning obligation (or part of the planning obligation as appropriate) shall cease to have effect and the Owner shall not be required to comply with that obligation and (for the avoidance of any doubt) the remaining provisions of the section 106 agreement shall have effect and remain fully enforceable.