

DATE: 30 January 2024

(1) GRAVESHAM BOROUGH COUNCIL

And

JULLIEN FREDERICK DENNISON, ROBERT PETER TRACEY and ANDREW

LESLIE GILLETT AND LONSDALE PENSION TRUSTEES LIMITED

AND

CITY PRAISE CENTRE CIO

AGREEMENT

Town and Country Planning Act 1990

Section 106

Relating to

The Maltings, Lower Higham Road, Gravesend Kent DA12 2LY

Medway Council and Gravesham Borough Council
Gun Wharf
Dock Road
Chatham
Kent
ME4 4TR
(Ref: RGS/GPL025189)

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THIS DEED is made the 30 day of January 2024

1 PARTIES

- (1) GRAVESHAM BOROUGH COUNCIL ("the Council") whose address is Civic Centre, Windmill Street, Gravesend, Kent, DA12 1AU
- (2) JULLIEN FREDERICK DENNISON, ROBERT PETER TRACEY and ANDREW LESLIE GILLET of The Maltings, Lower Higham Road, Gravesend, Kent DA12 2LY and LONSDALE PENSION TRUSTEES LIMITED (Co. Regn. No. 04845114) (as Trustees of the Cranebuild Limited Directors Pension Fund) of Kingsley House, Sandridge Park, Porters Wood, St Albans, Hertfordshire AL3 6PH. ("the Owner")
- (3) CITY PRAISE CENTRE CIO (Co. Regn. No. 1160677) of The Maltings, Lower Higham Road, Gravesend DA12 2LY ("The Tenant")

Agreed terms

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following terms have the following meanings unless inconsistent with the context

"Development" means change of use of The Maltings, Lower Higham Road, Gravesend, DA12 2LY from offices (formerly class B1), showroom (formerly

class A1) and workshop (formerly class B1) to a mixed use of education (class F1a) and a place of religious worship (class F1f) in accordance with the Planning Application

“Disputes Resolution Procedure” means the procedure referred to in clause 7.9 and set out in the Fourth Schedule of this Deed.

“Monitoring Officer” means an officer appointed by the Council, to track the progress of s.106 agreements and application of financial contributions, ensuring that developments are monitored and contributions administered in accordance with this Deed on behalf of the Council.

“Monitoring Officer costs” means the Monitoring Officer’s costs of £500 (five hundred pounds).

“Permission” means the planning permission granted by the Council pursuant to the Planning Application.

“Plan” means the plan which is attached to this Deed at the Annexe

“Planning Act” means the Town and Country Planning Act 1990 as amended.

“Planning Application” means the application for planning permission to carry out the Development on the Site and given reference 20221187.

“Section 73 Consents” means a planning permission granted pursuant to an application made under section 73 of the Planning Act to vary the Planning Permission.

“Schedule” means the Schedule annexed to this Deed

“Site” means the land/property known as the Maltings, Lower Higham Road, Gravesend Kent DA12 2LY and registered under title nos K845559 and TT77022 and more particularly delineated edged red on the attached Plan.

- 1.2 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in

the case of the Council or to the body or bodies (as appropriate) having statutory responsibility for the relevant function in replacement for the Council

- 1.3 In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment of it and any statutory instrument, direction, order, regulation or byelaw made or issued under the statute or deriving validity from it.
- 1.4 Words importing the masculine gender shall include the feminine gender and the neuter and vice versa.
- 1.5 Words importing persons include companies, partnerships and corporations and vice versa.
- 1.6 Unless the context otherwise requires words importing the singular shall include the plural and vice versa.
- 1.7 Headings are for ease of reference only and shall not be construed as part of this Deed.
- 1.8 Reference to any recital, clause, Schedule or paragraph or any part thereof shall unless the context otherwise requires be reference to any recital, clause, Schedule or paragraph or any part thereof in this Deed.
- 1.9 Wherever there is more than one person named as a party or where more than one party undertakes an obligation all their obligations shall be enforceable against all of them jointly and or against each individually.
- 1.10 Any covenant by a party to this Deed not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person.

2. Recital

- 2.1. The Council is the local planning authority for the purpose of the Planning Act for the area in which the Site is situated and entitled to enforce the obligations of this Deed for which it (the Council) is a beneficiary.

- 2.2. The Owner is the freehold owner of the Site as registered with title absolute at the Land Registry under title number K845559 shown edged red on the Plan
- 2.3. The Tenant has a leasehold interest of the Site which leasehold interest is registered at the Land Registry under title number TT77022
- 2.4. The Owner hereby declares that as at the date hereof no other person other than those stated in this Deed holds a legal interest in the Site.
- 2.5. The Planning Application has been submitted to the Council in relation to the Development.
- 2.6. The Council resolved on the 27 September 2023 by way of a resolution of Planning Committee to grant planning permission for the Development subject to the completion of this Deed without which the Planning Application would have been refused.

3 Statutory provisions

- 3.1 This Deed is made pursuant to section 106 of the Planning Act section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and to all other enabling powers to the intent that this Deed shall bind the Owner, the Tenant and their heirs and successors assigns and persons claiming through or under them, except as expressly provided for by this Deed.
- 3.2 The covenants restrictions and obligations imposed on the Owner contained in this Deed are all planning obligations for the purposes of section 106 of the Planning Act and are enforceable by the Council as local planning authority against the Owner and the Tenant
- 3.3 The Council's Costs are payable pursuant to section 106(1)(d) of the Planning Act.
- 3.4 The Owner, the Tenant and the Council agree the need for the planning obligations contained in this Deed both for the benefit of the Development and in the interest of proper planning of the area, and that they directly relate to the Development and fairly and reasonably relate in scale and kind to the Development and thus satisfy the requirements of section 106 of the Planning Act and Regulation 122 of the Community and Infrastructure Regulations 2010 as amended.
- 3.5 Nothing in this Deed shall be construed as prohibiting limiting or affecting any right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted by the Council or the Secretary of State after the date of this Deed and for the avoidance of doubt any operations works or development in accordance with such a planning permission shall not constitute Commencement of Development under the terms of this Deed.

4 Enforceability of obligations

The provisions contained in the Schedules to this Deed shall not bind nor be enforceable against any Statutory Undertaker which acquires an interest in the Site for the sole purpose of undertaking its statutory functions

5. The Owner's and the Tenant's Covenants

5.1 The Owner and the Tenant covenant with the Council to observe the restrictions and perform their obligations set out in the Schedule to this Deed, and the Owner and the Tenant shall be liable for all of the Owner's and Tenant's obligations contained in this Deed.

5.2 The Owner and the Tenant further covenants with the Council as follows:

5.2.1 to pay the Council's Costs on completion of this Deed;

5.2.2 to pay the Monitoring Officer Costs to the Council on completion of this Deed.

6 The Council's Covenants

The Council covenants with the Owner and the Tenant to perform the obligations set out in the Second Schedule.

7. DECLARATIONS AND AGREEMENTS

7.1 Effective Date

The covenants contained in this Deed shall take effect on the date of this Deed or as otherwise stated in the Schedules.

7.2 Liability for Breach

No person shall be liable for a breach of a covenant contained in this Deed after that person has parted with all their interest in the Site or in the part of the Site in respect of which such breach occurs but without prejudice to any subsisting breach of covenant prior to parting with such interest.

7.3 Revocation Modification or Expiry of the Permission

Subject to Clause 12 this Deed shall determine and cease to have any further effect if the Permission is revoked or modified by the Council pursuant to the Planning Act or by any Court without the written consent of the Owner and the Tenant or if the Permission expires before the Commencement of Development.

7.4 Notices

Any other notice consent or approval to be given under this Deed shall be in writing and shall be deemed to be served if delivered personally or sent by pre paid first class recorded delivery or registered post to the address of the relevant party as described at "Parties" or such other address as shall have been notified in writing to the party giving the notice consent or approval provided that in the case of notice or other written communication to the Council the notices must be served, on the Director (Environment) and addressed to the Civic Centre, Windmill Street, Gravesend, Kent DA12 1AU and quoting.20221187

7.5 Approvals

Where any approval consent direction action or authority is required to be given by any of the parties hereto such approval consent direction action or authority shall not be unreasonably delayed or withheld and shall only be effective if given for the purposes of this Deed.

7.6 Severance

If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired.

7.7 Waiver by the Council

No waiver (whether express or implied) by the Council of any breach or default by another party in performing or observing any of the terms and

conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions which they are entitled to enforce or from acting upon any subsequent breach or default in respect thereto by that party.

7.8 Registration as a Local Land Charge

This Deed is a Local Land Charge and shall be registered as such by the Council.

7.9 Disputes Resolution

7.9.1 Without prejudice to the rights and powers of the Council to take alternative action to enforce this Deed any dispute between the parties under the terms of this Deed may be referred to an expert under the Disputes Resolution Procedure.

7.9.2 The decision of any expert appointed under the Disputes Resolution Procedure shall be final and binding on all of the parties to the dispute except in the case of manifest error.

8. No Fettering of Discretion

Except in so far as is legally or equitably permitted nothing in this Deed shall fetter prejudice or affect the exercise of any statutory or regulatory power duty or discretion of the Council

9. Variation

No variation or modification of this Deed shall be valid unless made by Deed and executed by the parties or their respective successors.

10. Section 73 Consents

In the event any Section 73 Consent is granted after the date of this Deed:

10.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and

- 10.2 the definitions of Planning Application, Permission and Development shall be construed to include reference to the planning application for the Section 73 Consent, the Section 73 Consent itself and the development permitted by the Section 73 Consent respectively.

provided that:

- 10.3 nothing in this clause 10 shall fetter the discretion of the Council in determining the planning application for the Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;
- 10.4 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and
- 10.5 the parties acknowledge that the Council has the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so.

11. Contracts (Rights of Third Parties) Act 1999

This Deed is not intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to this Deed shall not have any rights to enforce any term against a party who is not referred to in this Deed.

12. Planning Permission

Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.

13. Change in ownership

The Owner shall give to the Council within seven days of disposing of any part of the Site written notice of such disposal such notice to contain the name and address of the person to whom the Site or any part has been transferred.

14. No Encumbrance

The Owner nor the Tenant shall encumber or otherwise deal with their interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out save where planning permission is granted after the date of this Deed for an alternative development of the Site.

15. Jurisdiction

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

16. Receipt

The Council acknowledges receipt of the Council's Costs

IN WITNESS whereof this Agreement has been duly executed as an Agreement by the Parties the day and year first before written

THE COMMON SEAL of GRAVESHAM)
BOROUGH COUNCIL was hereunto)
affixed to this Deed on the authority of)



Authorised Sealing Officer

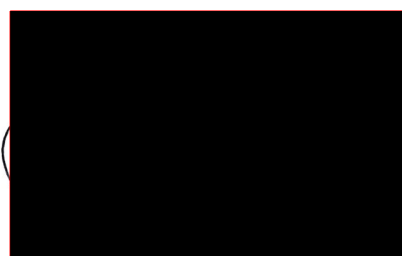
Print Name:



Position: CHIEF EXECUTIVE

17,726

EXECUTED as a DEED by)
JULLIEN FREDERICK DENNISON)
in the presence of)



Witness signature

Witness name

Witness Address

EXECUTED as a DEED by)

ROBERT PETER TRACEY)

in the presence of)

Witness signature

Witness name

Witness Address

EXECUTED as a DEED by)

ANDREW LESLIE GILLETT)

in the presence of)

Witness signature

Witness name

Witness Address

EXECUTED as a DEED by)

LONSDALE PENSION)

TRUSTEES LIMITED in the)

Presence of:)

DIRECTOR

SECRETARY

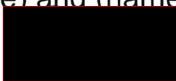


EXECUTED as a DEED by

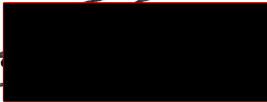
(CITY PRAISE CENTRE, "Charitable Incorporated Organisation")

acting by (name of first trustee) and (name of second trustee) two of its trustees

Signature of first trustee: _____ Trustee



Signature of second trustee: _____ Trustee



FIRST SCHEDULE
TRAVEL AND PARKING MANAGEMENT PLAN

In this Schedule the following terms have the following meanings unless inconsistent with the context

Parking Management Plan

Definitions

Off Site Car Parks means off site car parks which are located within a 10 minute walk from the Site and in any event located within the area shown grey on the plan below

On Site Parking Capacity means the maximum parking spaces numbering 33

Parking Management Plan means a plan setting out the management of the off site parking and which shall include the following information

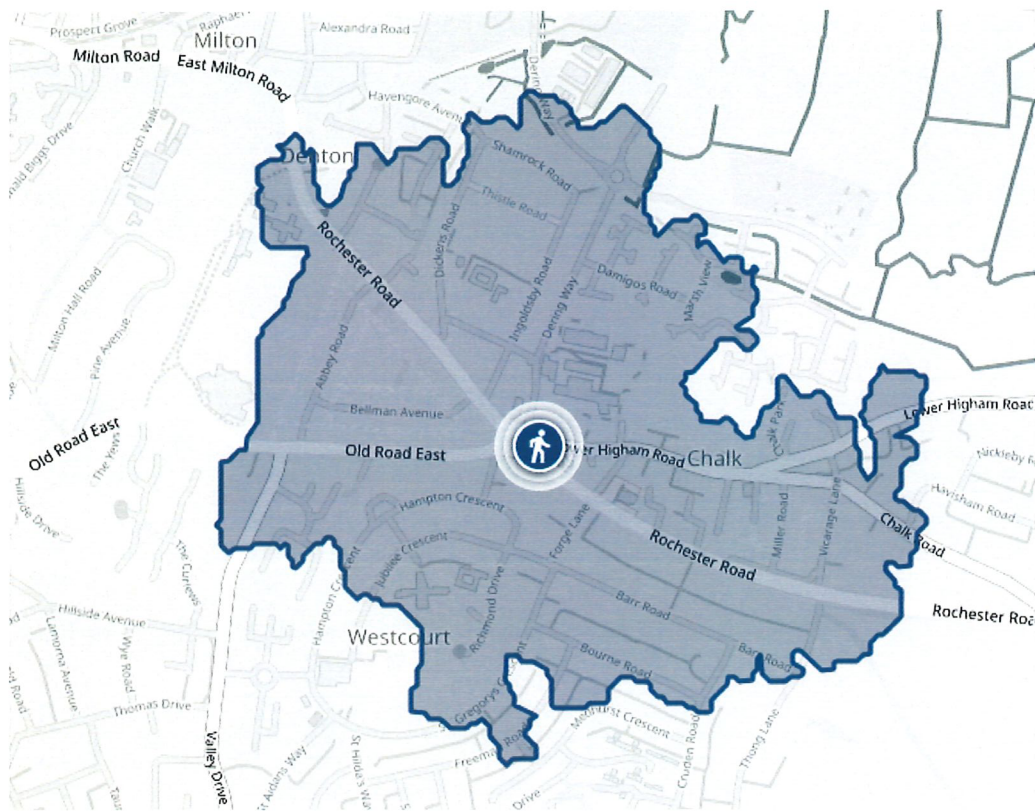
- (i) the address of the Off Site Car Parks,
- (ii) the days and times they are to be utilised
- (iii) measures that reduce parking demand
- (iv) measures that manage parking
- (v) details of a parking co-ordinator

Obligations

- 1 The Owner and/or the Tenant shall within two months of the date of this Deed submit to the Council evidence in writing of the address of the Off Site Car Parks and the right for them to utilise 95 car parking spaces within them, outside of the following hours but including Bank Holidays, for events/gatherings which exceeds the On Site Parking Capacity

Monday 8am to 6.30pm
Tuesday 8am to 6.30pm
Wednesday 8am to 6.30pm
Thursday 8am to 6.30pm
Friday 8am to 6.30pm
Saturday 8am to 6.30pm

2. The Owners and/or the Tenant shall appoint a Parking Co-Ordinator who shall be responsible for monitoring the use of the parking on Site, and in the event that parking demand exceeds the On Site Parking Capacity plus any agreed parking spaces within the Off Site Car Parks, the Parking Co-ordinator shall forthwith notify the Council and the Owner and/or the Tenant will limit use of the Site as follows:
 - 2.1 53 people on the Site or
 - 2.2 using the formula of the combined number of available parking spaces on Site and Off Site Car Parks times 1.6
3. In the event that any or all of the Off Site Car Park(s) cease to be available for parking by visitors/church members of the Tenants, the Owner and/or the Tenant shall forthwith notify the Council in writing of the date on which the Off Site Car Park(s) is no longer available.
4. Within 2 months of the date from which any of the Off Site Car Park(s) ceases to be available, the Owner and/or the Tenant shall identify a replacement Off Street Car Park and notify the Council as set out in paragraph 3 above
5. In the event the Off Site Car Park or replacement Off Site Car Park is not found within two months of the date set out in paragraph 2 above the Owner and/or Tenant shall not use nor suffer cause or permit more than 33 vehicles to be parked on the Site, until such time as sufficient car parking facilities as set out in paragraph 1 above are made available to their visitors/church members or unless there is in place a Parking Management Plan which has first been submitted to and approved in writing by the Council .
6. The Owners and/or the Tenant shall implement and thereafter permanently implement the Parking Management Plan or any revised Parking Management Plan which has been submitted to and approved by the Council.



SECOND SCHEDULE

The Council's Covenants

The Council covenants with the Owner and the Tenant to issue the Planning Permission within seven (7) days of completion of this Deed.

THIRD SCHEDULE

Dispute Resolution Procedure

1. General

All differences and questions that arise between the parties arising out of or connected with this Agreement shall be referred to an expert

2. Choice of Expert

2.1 If the difference or question relates to the construction of rights and liabilities of any party or to the terms or conditions to be embodied in any deed or document appertaining thereto it shall be referred to a solicitor or barrister agreed upon by the parties but in default of agreement appointed at the request of any party by or on behalf of the Chairman from time to time of the Bar or any person in an equivalent subsequent role.

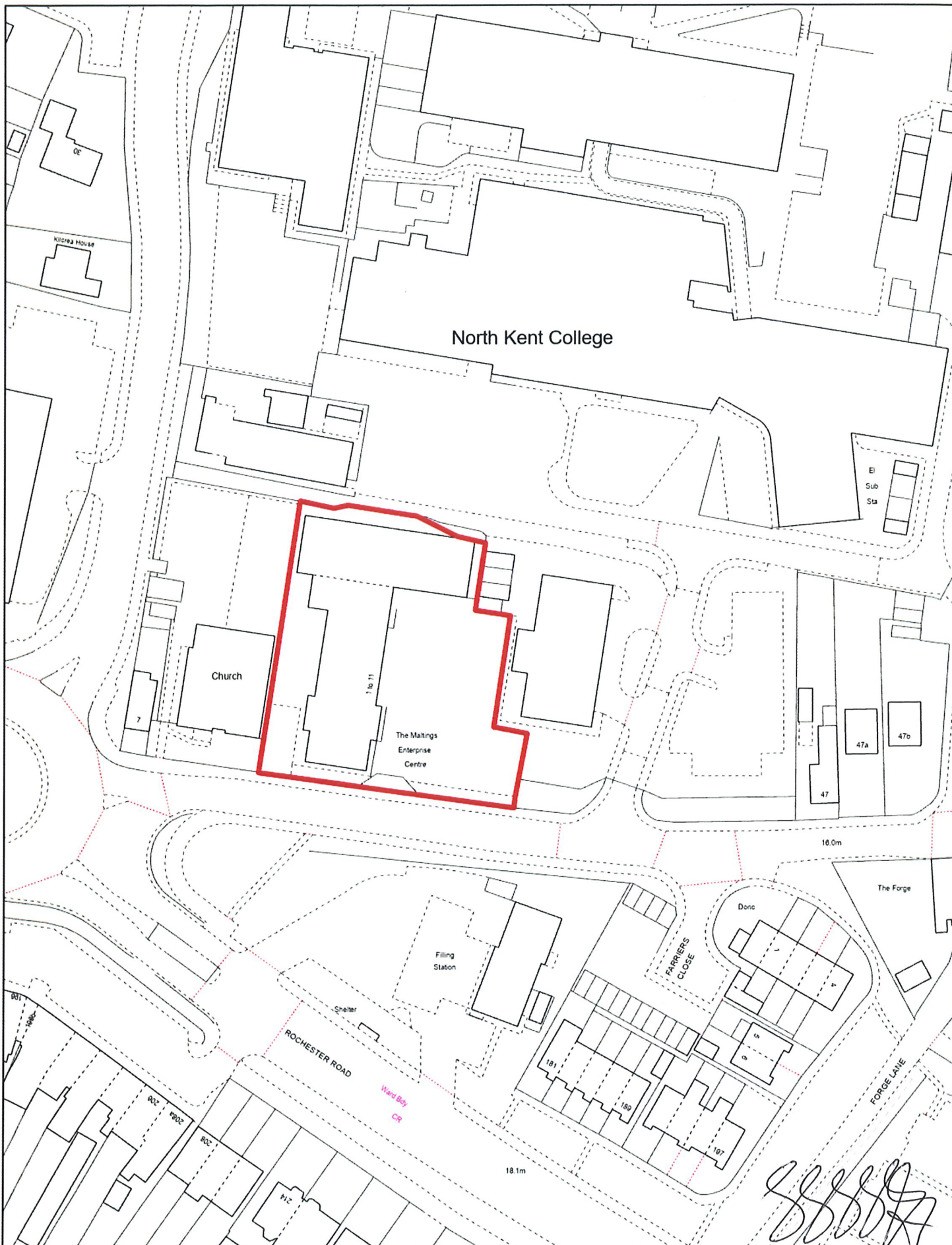
2.2 If the difference or question relates to the occupancy of any dwelling it shall be referred to a chartered surveyor agreed upon by the parties but in default of agreement appointed at the request of any party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors or any person in an equivalent subsequent role.

3. No Further Submissions

After delivery of counter submissions or (if none) after submission of written submissions no party shall be entitled to make any further submissions and the expert shall forthwith deliberate and deliver to every party to the dispute their decision in writing within a reasonable time of closing submissions or counter submissions

4. Restriction on Terms of Decision

The expert shall be restricted in settling the dispute to choosing between one of the proposals submitted by the parties or elements compatible with one another from the submissions of different parties to the dispute



Planning application: 20221187

Scale: 1:1,000

Address: The Maltings, Lower Higham Road, Gravesend, Kent, DA12 2LY

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