

Dated

2024

Given by

(1) KNOLL HOUSE HOTEL LIMITED

(2) NATIONAL WESTMINSTER BANK PLC

to

(3) DORSET COUNCIL

SECTION 106 UNILATERAL UNDERTAKING

Relating to land at

Knoll House Hotel, Ferry Road, Studland, Swanage, BH19 3AH

AND GIVEN BY:

- (1) **KNOLL HOUSE HOTEL LIMITED** (Company Number 00296213) of 4th Floor, 95 Chancery Lane, London, England, WC2A 1DT (“the **Owner**”); and
- (2) **NATIONAL WESTMINSTER BANK PLC** (Company Number 00929027) whose registered office is at 250 Bishopsgate, London EC2M 4AA and whose address for service is Credit Documentation, 1 Spinningfields Square, Manchester M3 3AP (“the **Mortgagee**”)

TO

- (3) **DORSET COUNCIL** of County Hall, Dorchester, Dorset, DT1 1XJ (“the **Council**”);

Introduction

- (A) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area in which the Site is situated.
- (B) The Owner is the registered freehold owner (with title absolute) of the parts of the Site registered at the Land Registry under title numbers DT408577 and DT408637 and the Owner is the registered freehold owner (with title possessory) of the part of the Site registered at the Land Registry under title number DT413950.
- (C) The Mortgagee has an interest in the Site pursuant to the Charge.
- (D) The Owner submitted the Application to the Council.
- (E) The Council refused to grant planning permission pursuant to the Application on 17 January 2024 and the Owner has submitted the Appeal.
- (F) The parties have agreed to enter into this Deed in order to secure the planning obligations contained in it.

NOW THIS DEED WITNESSES as follows:-

1. Definitions

- 1.1. For the purposes of this Deed, the following expressions shall have the following meanings, unless the context requires otherwise:

“1990 Act”	means the Town and Country Planning Act 1990 (as amended);
“Accommodation”	means the Hotel Accommodation and the Villa Accommodation;

“Appeal”	means the appeal against the refusal of the Application submitted to the Secretary of State and allocated reference number APP/D1265/W/24/3348224;
“Application”	means the application for full planning permission submitted to the Council for <i>“Redevelopment of existing hotel to provide new tourist accommodation including: 30 hotel bedrooms, apartment and villa accommodation and associated leisure and dining facilities”</i> , registered by the Council on 21 November 2022 and allocated reference number P/FUL/2022/06840;
“Baseline Travel Survey”	means the initial travel survey required in accordance with the approved Travel Plan to provide a baseline for the purposes of monitoring the achievement of the targets in the approved Travel Plan through the Travel Plan Annual Reviews;
“Charge”	means the registered charge dated 23 April 2018 recorded in the Charges Register against the Registered Titles;
“Chargee”	means any mortgagee or chargee (or any receiver including an administrative receiver appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security) or any administrator (howsoever appointed) including a housing administrator and includes the successors in title to such persons in respect of the Site;
“CIL Regulations”	means the Community Infrastructure Regulations 2010 (as amended);
“Commencement of Development”	means the date on which any material operation (as defined in section 56(4) of the 1990 Act) forming part of the Development begins to be carried out, other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any ground contamination, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and similar expressions such as “Commence Development” shall be construed accordingly;

“Decision Letter”	means a decision letter issued by or on behalf of the Secretary of State or Inspector determining the Appeal;
“Development”	means the development of the Site pursuant to the Planning Permission;
“Dog Permit”	means a permit issued by the Owner (or approved management body) to an Occupier or prospective Occupier to authorise Occupation of the relevant Unit accompanied by the dog/dogs which is/are the subject of the permit;
“Dog Permit Scheme”	<p>means a scheme for the management and control of the numbers of dogs accompanying Occupiers of the Accommodation through the issuance of Dog Permits which shall include:</p> <ul style="list-style-type: none"> (a) the maximum number of Dog Permits that may be issued to Occupiers at any one time which shall not exceed 40; (b) the register of Dog Permits to be kept by the Owner; (c) an annual monitoring report to be issued to the Council for the first five years following first Occupation; (d) the management body (if different from the Owner) responsible for issuing Dog Permits, maintaining the register and monitoring compliance with it; and (e) any other measures to publicise the Dog Permit requirements, discourage non-compliance with the scheme and encourage responsible dog walking <p>to be submitted by the Owner and approved by the Council pursuant to paragraph 1 of Schedule 4 (or such amended scheme as may be agreed in writing with the Council);</p>
“Hotel Accommodation”	means the hotel bedroom accommodation to be provided as part of the Development shown edged yellow on Plan 2;
“Holiday Accommodation”	means use of a Unit for temporary sleeping accommodation for the purpose of holiday, leisure, recreation, business or other travel;

“Index”	means the All in Tender Price Index published by the Building Cost Information Service of the Royal Institute of Chartered Surveyors or any successor organisation;
“Index Linked”	means an adjustment in the amount of any of the sums paid under this Deed in accordance with the provisions set out in clause 13 and Index Linking shall be similarly construed;
“Inspector”	means a planning inspector appointed by the Secretary of State to determine the Appeal;
“Interest”	means 4% above the base lending rate of the Bank of England from time to time;
“Local Members”	means registered members of the gym and spa facilities at the Site whose permanent main home address is located within postcode area BH19;
“Notice of Commencement”	means a notice in writing to advise the Council of the date that Commencement of Development will take place;
“Occupation”	means occupation of a Unit pursuant to the Planning Permission except occupation for the purposes of construction or fitting out or for security or for marketing and “Occupy”, “Occupier” and “Occupied” shall be construed accordingly;
“Permitted Dog”	means a dog which is the subject of a Dog Permit or any assistance dog for an Occupier or visitor with a disability;
“Plan 1”	means the plan appended to this Deed at Schedule 1 with reference number 4561-AWW-SI-ZZ-DR-A-10003 labelled “Site Location Plan_November 2024”;
“Plan 2”	means the plan appended to this Deed at Schedule 1 with reference number 4561-AWW-SI-RF-DR-A-20003-P09 labelled “Site - Roof Plan – Proposed”;
“Planning Permission”	means the full planning permission subject to conditions to be granted pursuant to the Appeal and the expression Planning Permission shall include all approvals granted pursuant to it;
“Registered Titles”	means title numbers DT413950, DT408577 and DT408637 as registered at HM Land Registry;

“Restricted Dog”	means a dog other than a Permitted Dog;
“Shuttle Bus”	means a shuttle bus from and to the Site serving Occupiers of the Development in accordance with the approved Shuttle Bus Scheme;
“Shuttle Bus Annual Review”	means a review of utilisation of the Shuttle Bus by Occupiers, including the percentage of the bus capacity utilised, carried out annually and a written report provided to the Council in accordance with the approved Shuttle Bus Scheme and paragraph 3 of Schedule 3;
“Shuttle Bus Scheme”	<p>means a scheme for the operation of the Shuttle Bus which accords with the principles of the Framework Travel Plan prepared by Exigo Project Solutions dated October 2022 submitted with the Application providing details of the routes, the frequency and timing of the journeys, and each stop for the route, which will provide for the following:</p> <ul style="list-style-type: none"> (a) the route shall be designed to provide a connection for local residents to be employed at the Development and will remain flexible to react to changes in staff locations; (b) the shuttle bus shall be electric and charging is to be undertaken on the Site; (c) the shuttle bus would also be available to guests Occupying the Accommodation <p>to be submitted by the Owner and approved by the Council pursuant to paragraph 1 of Schedule 3 or any variation thereof from time to time subject to approval in writing by the Council before any changes are implemented;</p>
“Site”	means the land at Knoll House Hotel, Ferry Road, Studland, Swanage, BH19 3AH shown edged red on Plan 1 being the land against which this Deed may be enforced;
“Travel Plan”	means the final travel plan to be submitted by the Owner and approved by the Council pursuant to paragraph 1 of Schedule 2 which accords with the principles of the Framework Travel Plan prepared by Exigo Project Solutions dated October 2022 submitted with the Application and which contains details of the measures to promote and facilitate more sustainable modes of travel to and from the Site by Occupiers of the

	Accommodation (or any variation thereof as may be agreed in writing between the Owner and the Council from time to time);
“Travel Plan Annual Review”	means a data collection study reviewing and monitoring the provisions of the Travel Plan (as more fully set out therein) carried out annually in accordance with the approved Travel Plan and paragraph 6 of Schedule 2;
“Travel Plan Coordinator”	means the person appointed by the Owner and approved by the Council who shall be responsible for managing on behalf of the Owner the implementation monitoring progression reporting and review of the Travel Plan in order to achieve its objectives and targets;
“Unit”	means an individual unit of Accommodation;
“Villa Accommodation”	means the apartment/villa accommodation to be provided as part of the Development shown edged purple on Plan 2;
“Working Day”	means Monday to Friday inclusive, excluding Bank or public holidays.

2. Construction of this Deed

- 2.1. Where reference is made to any clause, paragraph, schedule or recital, such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4. Where more than one person is obliged to observe or perform an obligation, the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validly from it.
- 2.6. References to any party to this Deed shall include the successors in title of that party to the Site and to any deriving title to the Site through or under that party, and references to any local authority shall include the successors to its various statutory functions.

- 2.7. Any covenant in this Deed, whereby a party is not to do any act or thing, shall be deemed to include an obligation not to permit or suffer such act or thing to be done.
- 2.8. The clause headings contained in this Deed are indicative of the meaning and intent of the clauses to which they respectively refer, and are intended to assist in the interpretation of this Deed and may be taken into account accordingly.

3. Legal basis

- 3.1. This Deed is made as a deed pursuant to the following:
 - 3.1.1. Section 106 of the 1990 Act;
 - 3.1.2. Section 111 of the Local Government Act 1972;
 - 3.1.3. Section 1 of the Localism Act 2011; and
 - 3.1.4. all other enabling powers
- 3.2. The obligations, covenants and undertakings on the part of the Owner in this Deed are planning obligations for the purposes of section 106 of the 1990 Act which bind the Owner's interest in the Site. Subject to Clause 8, the obligations, covenants and undertakings on the part of the Owner are entered into with the intent that they are enforceable by the Council not only against the Owner but against any successors in title or assigns of the Owner in respect of the Site and any person claiming through or under the Owner an interest or estate in the Site or any part of it as if that person had been the original covenanting party in respect of the interest for the time being held by it AND so far as the obligations, covenants and undertakings in this Deed are given to the Council they are entered into and given under the relevant powers referred to in Clause 3.1 and those obligations, covenants and undertakings are enforceable by the Council pursuant to such powers.

4. Conditionality

- 4.1. This Deed shall come into force on the date hereof save for the obligations contained in the Schedules hereto which shall come into force as follows:
 - 4.1.1. the provisions in Schedule 5 shall come into effect as set out therein;
 - 4.1.2. those obligations which expressly require something to be done prior to the Commencement of Development or prohibit the Commencement of Development before something has been done shall come into effect on the date of the Planning Permission; and
 - 4.1.3. all remaining obligations and provisions shall come into effect on the Commencement of Development.

5. The Owner's Covenants

- 5.1. The Owner hereby covenants with the Council so as to bind the Site to observe and perform the planning obligations and all other provisions set out in this Deed and covenants with the Council as set out in Schedules 2-6.
- 5.2. The Owner shall permit any person duly authorised by the Council to enter the Site upon reasonable notice and at any reasonable time (except in an emergency) to ascertain whether there is or has been any breach of the planning obligations or any other provisions covenants or stipulations hereunder within this Deed.

6. **General**

- 6.1. No provisions of this Deed are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Deed, except that the application of that Act shall not prevent all or any of the future successors in title or to the statutory functions of any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed.
- 6.2. The Owner agrees that this Deed shall be registrable as a local land charge by the Council.
- 6.3. Nothing in this Deed constitutes the grant of or an obligation to grant the Planning Permission.
- 6.4. Where the agreement, approval, consent or expression of satisfaction is required by one party from another party under the terms of this Deed, such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed, and (if given) shall be given in writing (and shall be of no effect unless given in writing).
- 6.5. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.6. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 6.7. Unless specifically stated otherwise nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) before or after the date of this Deed.
- 6.8. If the Inspector or the Secretary of State concludes that a planning obligation within this Deed is incompatible with one or more of the tests for planning obligations set out in regulation 122 of the CIL Regulations and /or paragraph 57 of the National Planning Policy Framework (or any successor tests for planning obligations) and accordingly attaches no weight to the obligation in determining the Appeal then the relevant obligation shall, from the date of the Decision Letter, cease to have effect and the Owner shall be under no obligation to comply with the obligation but such cancellation shall not affect the validity or enforceability of the remaining provisions of this Deed which shall remain in full force and effect
- 6.9. For the avoidance of doubt, none of the planning obligations in this Deed will be binding if:
 - 6.9.1. the Inspector or the Secretary of State dismisses the Appeal such that the Planning Permission is not granted; or
 - 6.9.2. the Inspector or the Secretary of State finds that none of the planning obligations contained within this Deed satisfy the tests for planning obligations set out at regulation 122 of the CIL Regulations and/or paragraph 57 of the National Planning Policy Framework (or any successor tests for planning obligations) and accordingly attaches no weight to any of the obligations in determining the Appeal.

7. **Mortgagee's Consent**

The Mortgagee hereby consents to the Owner entering into the obligations contained in this Deed and to such obligations binding the Site but for the avoidance of doubt the Mortgagee shall have no liability under this Deed unless it takes possession of the Site or any part of it pursuant to the

Charge in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

8. Limitation of Liability

- 8.1. No person shall be liable for any breach of any of the planning obligations after it shall have parted with its entire interest in the Site or part thereof in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.2. This Deed shall not be enforceable against:
 - 8.2.1. owners or owner-occupiers or tenants of any individual Unit nor against those deriving title from any of them (including their Chargees) (save in respect of paragraphs 1 and 2 of Schedule 2, paragraph 1 of Schedule 3, paragraphs 1 and 3 of Schedule 4, and Schedule 5, each of which shall be enforceable against owners or owner-occupiers or tenants of any Unit(s) and against those deriving title from any of them, and save in respect of Schedule 6 which shall be enforceable against owners and operators of the Hotel Accommodation and against those deriving title from them);
 - 8.2.2. any statutory undertaker holding an estate or interest in the Site or part of the Site nor against plant equipment conduits or structures located there for its operational purposes; nor
 - 8.2.3. anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant, or as the owner of the sub-soil of any highway within the Site.
- 8.3. Any mortgage or charge over the Site or any part of it created following completion of this Deed shall take effect subject to this Deed PROVIDED THAT any Chargee with such an interest in the Site from time to time shall have no liability under this Deed unless it takes possession of the Site or any part of it pursuant to the relevant mortgage or charge in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9. Disputes

- 9.1. In the event of any dispute or difference arising between the parties to this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares. A person appointed pursuant to this clause shall act as an independent expert and not an arbitrator. It shall be a term of appointment that a timetable for determination of the dispute shall be fixed at the outset of the matter provided that such timetable shall provide that:
 - 9.1.1. Each party to the dispute must submit its first representations to the person appointed under clause 9.1 above within 28 Working Days of the person appointed writing to the parties requesting such representations; and
 - 9.1.2. Once the parties to the dispute have received the first representations that each has submitted to the person appointed under clause 9.1.1 above, they shall have a further 14 Working Days to submit to the person appointed their response to these first representations.

- 9.2. The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief; injunction; specific performance; payment of any sum; damages; any other means of enforcing this Deed and consequential and interim orders and relief.
- 9.3. This clause 9 does not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts.
- 9.4. This clause 9 does not apply to any dispute which may arise in relation to any matter which is expressly to be agreed or approved or determined by any party in its absolute discretion pursuant to this Deed or in relation to any failure or delay by such a party in agreeing or approving or determining any such matter.

10. **Notices and Monitoring**

- 10.1. Any notices to be served on the Council under the provisions of this Deed shall be served on and marked for the attention of the Head of Planning unless otherwise provided for in a particular clause or paragraph in this Deed.
- 10.2. For the avoidance of doubt this clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution.
- 10.3. The Owner shall serve advance notice on the Council at least 8 Working Days prior to each of the matters stipulated below occurring:
 - 10.3.1. the Commencement of Development;
 - 10.3.2. first Occupation of the Hotel Accommodation;
 - 10.3.3. first Occupation of the Villa Accommodation;
- 10.4. The Owner shall not Commence Development until it has served the notice under clause 10.3.1.
- 10.5. The Owner shall not first Occupy the Hotel Accommodation until it has served the notice under clause 10.3.2.
- 10.6. The Owner shall not first Occupy the Villa Accommodation until it has served the notice under clause 10.3.3.

11. **No fetter of discretion**

Nothing (contained or implied) in this Deed shall fetter or restrict the Council's statutory rights, powers discretions, and responsibilities.

12. **Waiver**

No waiver (whether express or implied) by any party to this Deed of any breach or default in performing or observing any of the provisions of this Deed by any other party shall constitute a continuing waiver, and no such waiver shall prevent the party granting it (or implied to have done so) from enforcing any of the relevant provisions or from acting upon any subsequent breach or default.

13. **Severability**

Each clause, sub-clause, Schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any clause, sub-clause, Schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, Schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time

period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained herein.

14. Indexation

All sums of money payable to the Council under this Deed shall be increased (as at the date or dates on which each payment is made) in accordance with the following formula:

$$C = \text{£Y} \times \frac{B}{A}$$

where:

- A** is the value of the Index specified in the provision concerned or, if none is specified, the Index last published before the date of this Deed;
- B** is the value of such Index last published before the date on which the payment in question is made;
- C** is the sum in question after application of this formula; and
- £Y** is the sum to which this formula is applied;

provided that if the Index shall cease to exist, there shall be substituted such other index of building costs as shall be specified by the Council (acting reasonably) and provided further that if the application of this calculation produces a reduction in the sum in question, such sum shall remain unchanged.

15. Interest

If any payment due to the Council under this Deed is paid late, Interest will be payable from the date that the payment is due to the date that payment is received by the Council and compounded annually.

16. Ownership Warranty

Save as recorded in the Registered Titles to the Site or as otherwise notified in writing to the Council prior to the date of this Deed the Owner is not aware of any other party (except for the Mortgagee) with an interest in the Site which would require them to be a party to this Deed.

17. Change in Ownership

The Owner covenants with the Council to give the Council written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged within 20 Working Days of any such change. Such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation transferred by reference to a plan PROVIDED THAT this clause shall not apply to individual purchasers of any Unit.

18. VAT

All payments under this Deed to be made by the Owner to the Council shall unless stated be exclusive of any value added tax properly payable.

19. **Delivery**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

20. **Jurisdiction and Legal Effect**

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

Schedule 1

Plans

Plan 1 - Site Plan

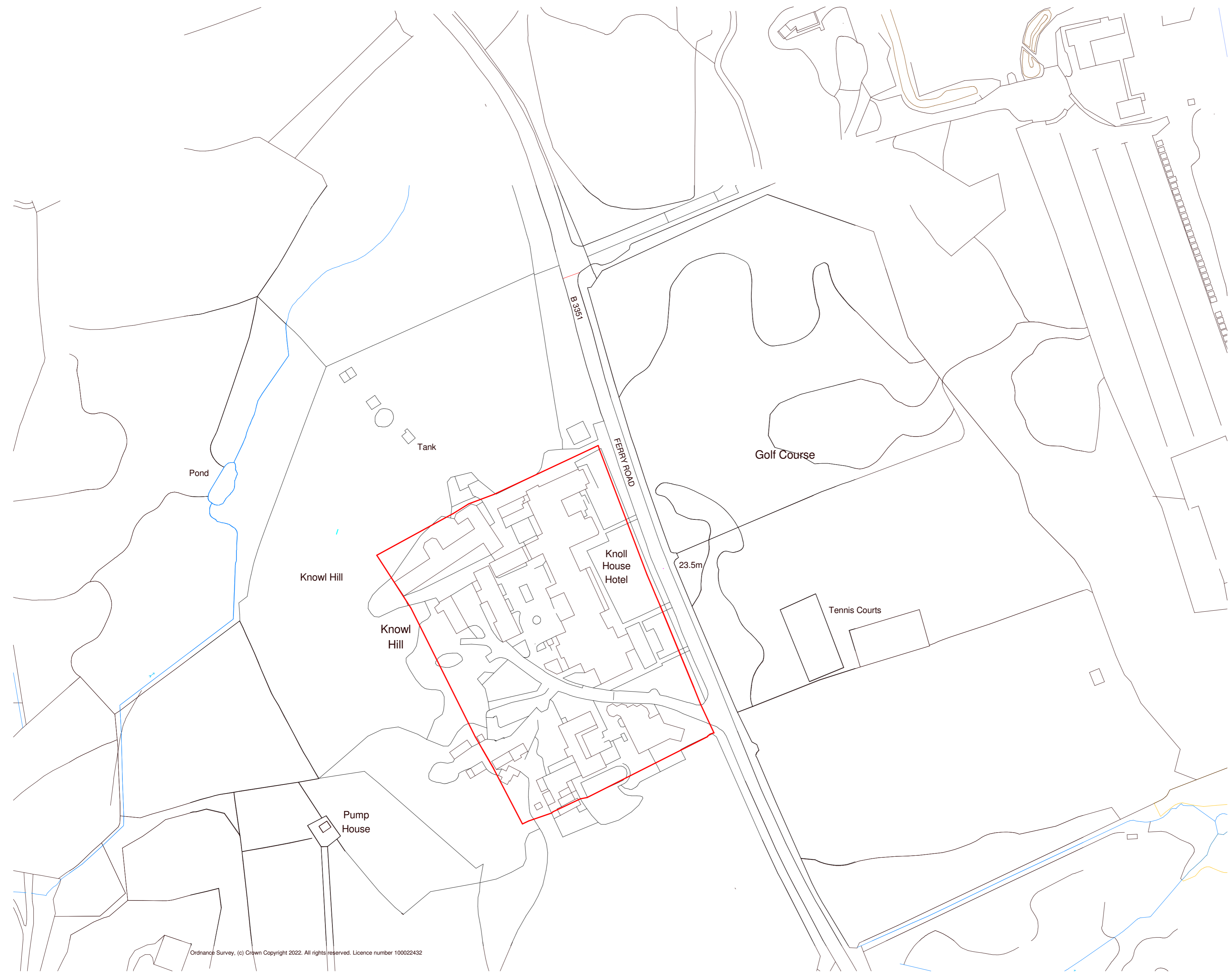
Plan 2 - Accommodation Plan

Notes

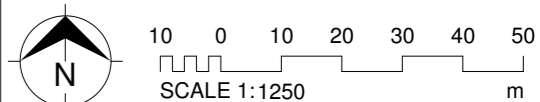
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Key

Freehold boundary



Rev	Date	Notes	Drm	Chk'd



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Bristol - pivot + mark, 48 - 52 Baldwin Street, BS1 1QB 01752 261 282

RIBA Chartered Practice www.aww-uk.com

Client
Kingfisher Resorts Studland Ltd

AWW Project Number Project Stage
4561 **RIBA Stage 3**

Project Title
Knoll House
Studland

Title
Site Location Plan_November 2024

Scale @ A2 Document Status
As indicateSO - Initial Status

Project	Origin.	Volume	Level	Type	Role	Number	Rev
4561	AWW	SI	ZZ	DR	A	10003	

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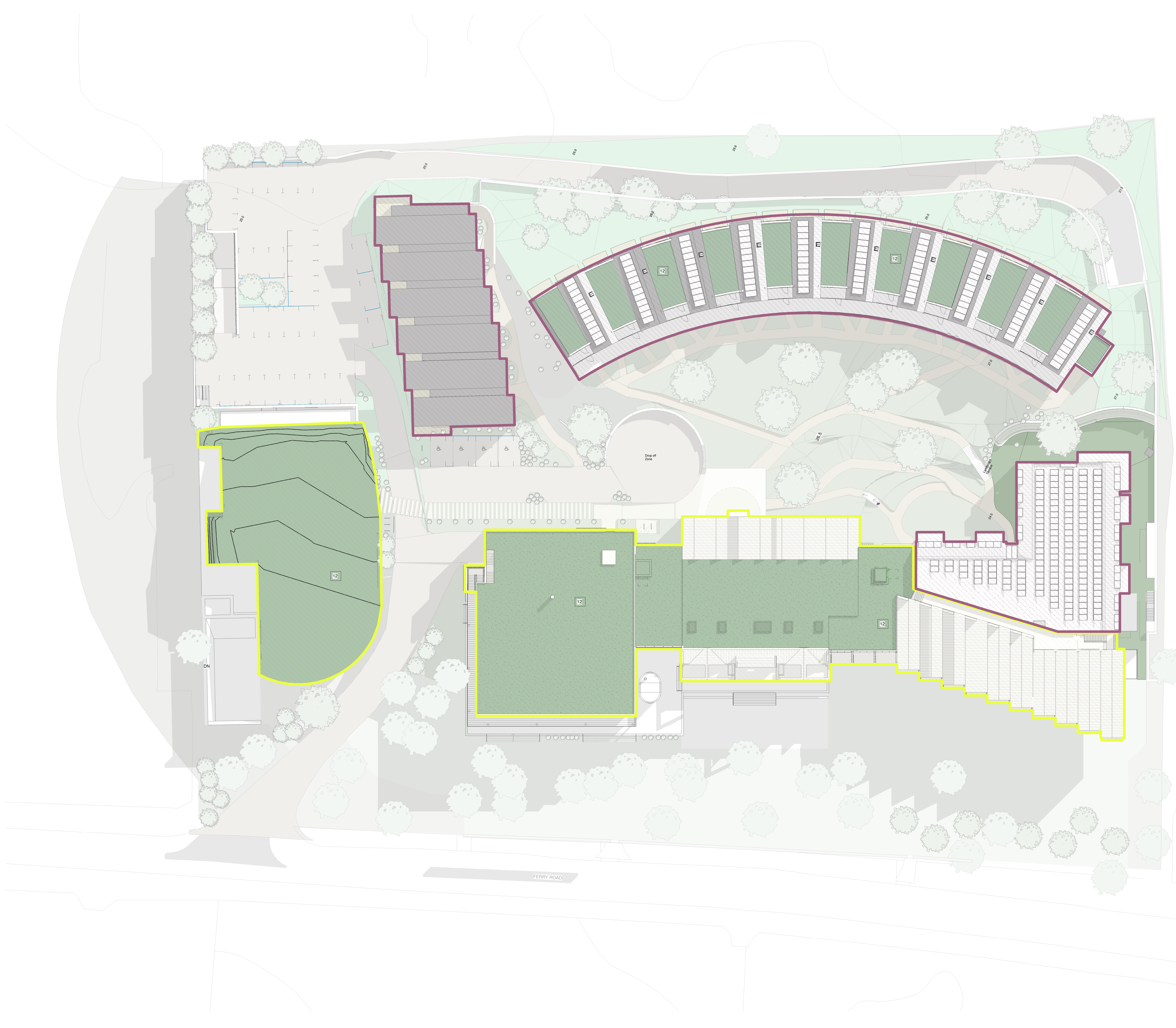
Landscape proposals represent an outline design only. Detailed design to be developed by landscape architect.

25.000m Proposed level
[25.000] Existing level

Hotel & Spa
Villas & Apartments

Landscape Key

- Existing tree retained
- New tree proposed
- 1 Band 1: Outer fringe planting - native species health and grassland
- 2 Gabion retaining wall with planting
- 3 Vehicle route - Resin bound gravel
- 4 Band 2: Grasses, heather, native trees and bulb planting
- 5 Low stone wall
- 6 Pedestrian route - resin bound gravel
- 7 Band 3: Lawned garden
- 8 Band 4: Paved Terrace
- 9 Steel access steps dark grey finish
- 10 Paved steps
- 11 Green wall
- 12 Green roof
- 13 Timber Screen



Rev	Date	Notes	Drn	Chk'd
P09	13/11/24	Updated to comments received		GCT MAB

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London 106 Watton Street, B51 3QB 020 7140 8000
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RIBA Chartered Practice www.aww-uk.com

Client
Kingfisher Resorts Studland Ltd

AWW Project Number 4561 Project Stage STAGE 2

Project Title
Kings House Studland

Title
Site - Roof Plan - Proposed

Scale	Doc	Document Status
As indicated	PLANNING	
4561	AWW	SI RF DR A 20003 P09

Schedule 2

Travel Plan

The Owner covenants with the Council as follows:

1. Not to Occupy nor cause nor permit Occupation of the Accommodation until the Travel Plan has been submitted to and approved by the Council.
2. Not to Occupy nor cause nor permit Occupation of the Accommodation until the Travel Plan Coordinator has been nominated and approved by the Council.
3. To appoint and retain the approved Travel Plan Coordinator from first Occupation of the Accommodation in accordance with terms of the approved Travel Plan.
4. To implement and comply with the approved Travel Plan from first Occupation of the Accommodation and any variations thereof agreed between the Owner and the Council from time to time.
5. In accordance with terms of the approved Travel Plan to carry out a Baseline Travel Survey within 3 months following first Occupation of the Accommodation and submit a written report setting out the findings of such Baseline Travel Survey.
6. In accordance with terms of the approved Travel Plan to carry out the Travel Plan Annual Review on the corresponding calendar month for the first, second, third, fourth and fifth anniversaries of first Occupation of the Accommodation and submit a written report setting out the findings of such review to the Council within 3 months from the date of each Travel Plan Annual Review, such report to include any recommendations for amendments or improvements to the approved Travel Plan to the extent that the objectives of the Travel Plan have not been achieved for written approval by the Council (such approval from the Council not to be unreasonably withheld or delayed).

Schedule 3

Shuttle Bus

The Owner covenants with the Council as follows:

1. Not to Occupy nor cause nor permit Occupation of the Accommodation until a Shuttle Bus Scheme has been submitted to and approved by the Council.
2. No later than first Occupation of any part of the Site to provide or procure the provision of the Shuttle Bus in accordance with the approved Shuttle Bus Scheme and operate the Shuttle Bus service in accordance with the approved Shuttle Bus Scheme during the Occupation of the Development.
3. In accordance with terms of the approved Shuttle Bus Scheme to carry out the Shuttle Bus Annual Review on the corresponding calendar month for the first, second, third, fourth and fifth anniversaries of first Occupation of the Accommodation and submit a written report setting out the findings of such review to the Council within 3 months from the date of each Shuttle Bus Annual Review, such report to include any recommendations for amendments or improvements to the approved Shuttle Bus Scheme for written approval by the Council (such approval from the Council not to be unreasonably withheld or delayed).

Schedule 4

Dog Occupancy Controls

The Owner covenants with the Council as follows:

1. Not to Occupy nor cause nor permit Occupation of the Accommodation until the Dog Permit Scheme has been submitted to and approved by the Council.
2. From first Occupation, the Owner shall implement (or procure implementation by the approved management body of) the approved Dog Permit Scheme and shall not issue Dog Permits other than in accordance with the approved Dog Permit Scheme.
3. The Accommodation shall not be Occupied by, and the Owner shall not allow or permit Occupation of the Accommodation by, an Occupier accompanied by a Restricted Dog.
4. The Owner shall make the register of Dog Permits available at all reasonable times for inspection by the Council in accordance with the approved Dog Permit Scheme.

Schedule 5

Use Restrictions

The Owner covenants with the Council as follows:

1. If the Secretary of State (or the Inspector appointed on her behalf) states in her Decision Notice that the following restriction is necessary to make the Development acceptable in planning terms and/or takes the following restriction into account as a reason for granting the Planning Permission, the following restriction shall have effect from the date of grant of the Planning Permission:
 - 1.1. Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (as amended) or the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), or any subsequent Order revoking and reenacting those Orders, the Development shall not be used for any purpose other than for purposes falling within Class C1 of Schedule 1 to the Town and Country Planning (Use Classes) Order 1987 (as amended) and any purposes ancillary or incidental thereto.
2. If the Secretary of State (or the Inspector appointed on her behalf) states in her Decision Notice that the following restrictions and requirements are necessary to make the Development acceptable in planning terms and/or takes the following restrictions and requirements into account as a reason for granting the Planning Permission, the following restrictions and requirements shall have effect from the date of grant of the Planning Permission:
 - 2.1. Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (as amended) or the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), or any subsequent Order revoking and reenacting those Orders, the Hotel Accommodation shall not be used for any purpose other than for purposes falling within Class C1 of Schedule 1 to the Town and Country Planning (Use Classes) Order 1987 (as amended) and any purposes ancillary or incidental thereto; and
 - 2.2. Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (as amended) or the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), or any subsequent Order revoking and reenacting those Orders, the Villa Accommodation shall not be used for any purpose other than as Holiday Accommodation and any purposes ancillary or incidental thereto and shall not be Occupied as a person's sole or main place of residence; and
 - 2.3. From first Occupation of the Villa Accommodation, the Owner shall maintain an up-to-date register of the names of all owners/occupiers of each individual unit of Villa Accommodation on the Site from time to time, and of their main home addresses, and shall make this information available at all reasonable times to the Council.

Schedule 6

Gym/Spa Restrictions

The Owner covenants with the Council as follows:

1. Not to cause nor permit the use of the gym and spa facilities at the Site provided as part of the Development other than by occupiers of the Accommodation and Local Members from time to time.
2. From first Occupation of the Hotel Accommodation, the Owner shall maintain an up-to-date register of the names of all members of the gym and spa facilities at the Site provided as part of the Development and of their permanent main home addresses, and shall make this information available at all reasonable times to the Council.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

EXECUTED as a DEED by)

KNOLL HOUSE HOTEL LIMITED)

acting by a director in the presence of:)

Director's signature:

Director's name:

Witness' signature:

Witness' name:

Witness' address:

Witness' occupation:

Executed and Delivered as a deed)

for and on behalf of **National Westminster**)

Bank Plc by a duly authorised **Attorney**) _____

in the presence of:-

Witness' Signature - Bank Employee