

**TOTTENHAM HOTSPUR ACADEMY AND TRAINING GROUND
– VARIATION OF EXISTING SECTION 106 AGREEMENT**

Presented by the Head of Planning and Strategic Partnerships

EXECUTIVE SUMMARY

The report requires Member approval for a variation to an existing Section 106 Agreement related to the planning permission for the Tottenham Hotspur Academy and Training Ground. The Authority was a signatory to the original agreement because a large part of the site is within its ownership. The variation to the agreement is required by the London Borough of Enfield as local planning authority to accommodate another permission at the site which has been recently granted. Member approval is required as the Agreement was made under seal. A copy of the draft agreement with proposed changes highlighted is included in Appendix B to this report.

RECOMMENDATIONS

- Members Approve:
- (1) the proposed revisions to the existing section 106 agreement; and
 - (2) subject to (1) above signing and sealing of the revised agreement subject to Standing Orders.

BACKGROUND

- 1 The Authority owns 9.34ha of land to the west of Myddelton House which for many years was used under a series of short term leases for training purposes by the Tottenham Hotspur Football Club. In April 2008 this land was included in a planning permission for the Tottenham Hotspur Academy and Training Ground. Due to the extent of its land ownership the Authority was required to be a party to a section 106 agreement which forms part of the permission.
- 2 The original agreement was designed to provide for off-site works including contributions to the A10 and to support the establishment of a Community Football Partnership which would develop a programme of sports based activities at the Centre and within the London Borough of Enfield and wider Lee Valley.

- 3 Since the original permission was granted the Council has approved a series of applications for details submitted for the outstanding conditions and granted permissions for other development on the site which includes the formation of an outdoor recreation facility, a nature reserve and 4 no. multi use games pitches with ancillary changing rooms and parking.

PROPOSED MODIFICATION OF ORINGAL PLANNING AGREEMENT

- 4 The proposed modifications to the Agreement are designed to:
- remove obligations that have been discharged, principally the road improvements;
 - update any other remaining obligations; and
 - transfer appropriate obligations to the planning permission for the new nature reserve and multi-use games area.
- 5 The suggested modifications to the existing agreement represent drafting changes with no impact on the Authority's interests. Members are asked to approve the revised agreement and authorise its signing and sealing.

ENVIRONMENTAL IMPLICATIONS

- 6 There are no environmental implications arising directly from the recommendations in this report.

FINANCIAL IMPLICATIONS

- 7 There are no financial implications arising directly from the recommendations in this report.

HUMAN RESOURCE IMPLICATIONS

- 8 There are no human resource implications arising directly from the recommendations in this report.

LEGAL IMPLICATIONS

- 9 The Authority's Standing Orders require the modified agreement, if agreed, to be completed under Seal.

RISK MANAGEMENT IMPLICATIONS

- 10 There are no risk management implications arising directly from the recommendations in this report.

EQUALITIES IMPLICATIONS

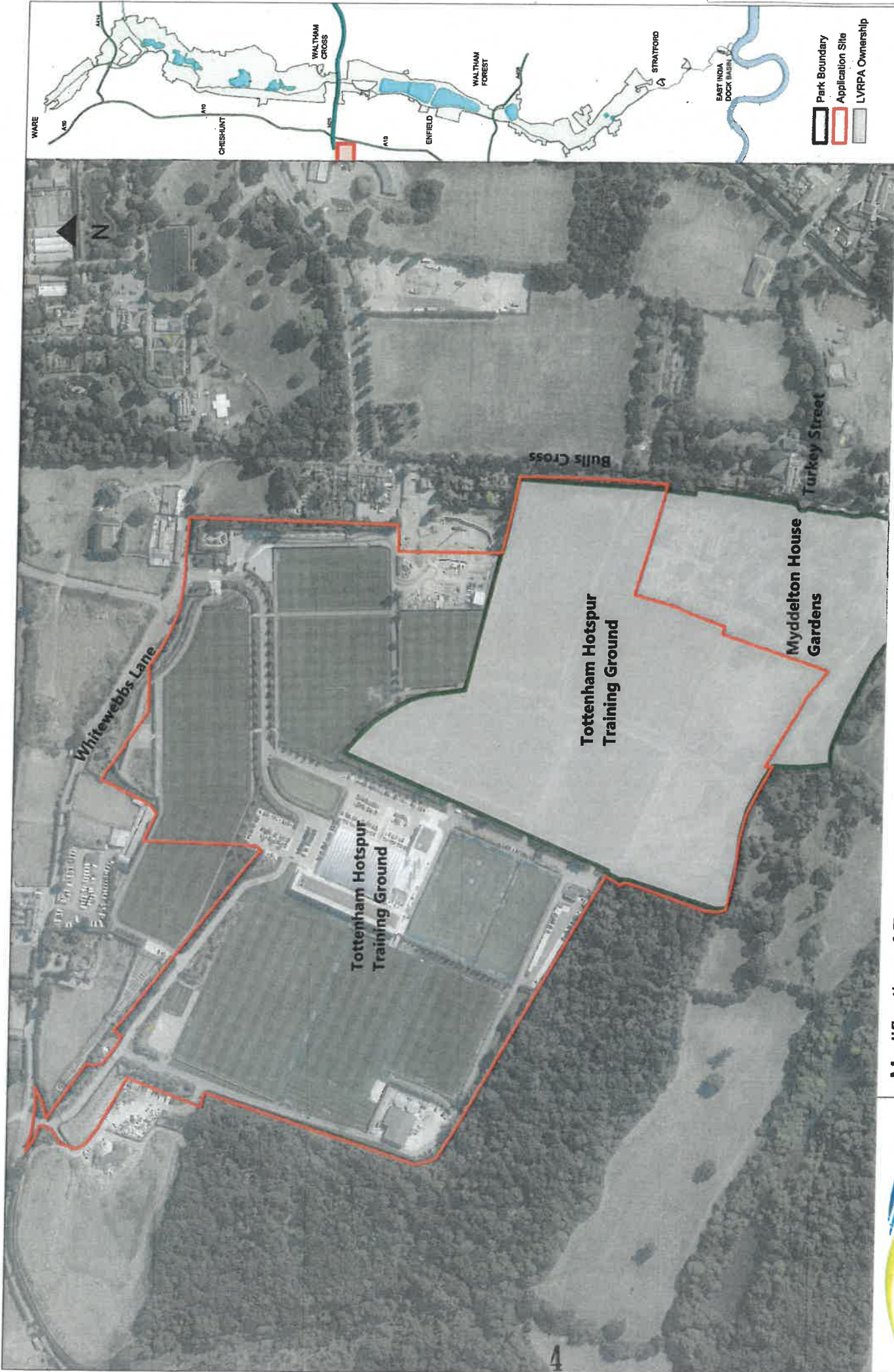
- 11 There are no equalities implications arising directly from the recommendations in this report.

PREVIOUS COMMITTEE REPORTS

Urgency	UC/1551/07	Update on the lease of land to Tottenham Hotspur Football Club	15 February 2007
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APPENDICES ATTACHED

Appendix A	Plan identifying the extent of the Authority's freehold interest and boundary of the planning permission for the
Appendix B	Proposed Modifications to the original planning agreement



Modification of Existing Section 106 Agreement, Tottenham Hotspur Training Ground

Produced by: Corporate GIS (AAB)
 T:\User Specific Files\Committee\2018 Maps\THFC Sec 106 Modification\THFC Sec 106 Mod Plan (AB) 070918-PT
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DATED

2018

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD
- (2) LEE VALLEY REGIONAL PARK AUTHORITY
- (3) TOTTENHAM HOTSPUR ACADEMY (ENFIELD) LIMITED
- (4) TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC CO LTD
- (5) TOTTENHAM HOTSPUR LIMITED
- (6) INVESTEC BANK PLC

**~~REVOCATION~~ MODIFICATION OF ORIGINAL
PLANNING AGREEMENT ~~AND NEW PLANNING~~
AGREEMENT**

pursuant to Section 106A of the
Town and Country Planning Act 1990

– relating to –

The Tottenham Hotspur Academy and Training Ground
Whitewebbs Lane Enfield

CONTENTS

Clause	Page
1. DEFINITIONS	
2. INTERPRETATION	
3. RECITALS	
4. AGREEMENT	
5. OBLIGATIONS OF THE PARTIES	
6. CANCELLATION OF ENTRIES	
7. NOTICES	
8. CONSENTS	
9. COSTS	
10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	
11. DETERMINATION OF DISPUTES	

SCHEDULE

ANNEXURES

DATED: 2018

PARTIES:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD** of Civic Centre Silver Street Enfield Middlesex ("Council")
- (2) **LEE VALLEY REGIONAL PARK AUTHORITY** of Myddelton House Bulls Cross Enfield EN2 9HG ("LVRPA")
- (3) **TOTTENHAM HOTSPUR ACADEMY (ENFIELD) LIMITED** (Company Registration No. 6279984) whose registered office is at Lilywhite House 782 High Road London N17 0BX ("THAE")
- (4) **TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC CO LTD** (Company Registration No. 00057186) whose registered office is at Lilywhite House 782 High Road London N17 0BX ("TH FAC")
- (5) **TOTTENHAM HOTSPUR LIMITED** (Company Registration No.01706358) whose registered office is at Lilywhite House 782 High Road London N17 0BX (formerly Tottenham Hotspur PLC) ("THL")
- (6) **INVESTEC BANK PLC** (Company Registration No.489604) of 2 Gresham Street London EC2V 7QP ("Mortgagee")

1. DEFINITIONS

In this Agreement, the following words and expressions shall have the respective specified meanings unless the context otherwise requires:

"Academy Building" the Tottenham Hotspur Academy building forming part of the Development shown edged blue on Plan 2

"Act"	the Town and Country Planning Act 1990 as amended
"Car Park Management Plan"	the car park management plan in respect of the Development dated August 2013 a copy of which is annexed to this Agreement as Annexe 3
"Clause"	a clause of this Agreement
"Council Land"	(i) the freehold land shown coloured yellow on Plan 1 forming part of title number EGL329555 (ii) the freehold land shown coloured light blue on Plan 1 comprising title number MX83477
"Development"	the development of a football training centre on the Land in accordance with the Planning Permission
"Implement"	the carrying out of a material operation within the meaning of Section 56(4) of the Act
"Land"	the land at Whitewebbs Lane and to the rear of Myddelton House shown for the purposes of identification only edged red on Plan 1
"Lease"	a lease of the LVRPA Land and that part of the Council Land shown coloured yellow on Plan 1 dated 1 May 2013 and made between LVRPA (1) the Council (2) THAE (3) TH FAC (4) and THL (5) comprising title number AGL290314

"LVRPA Land"	the land coloured orange on Plan 1 forming part of title number AGL106612
"Operational Travel Plan"	the travel plan dated October 2014 a copy of which is annexed to this Agreement as Annexe 4 as may be updated by agreement between the Council and THAE from time to time
"Original Section 106 Agreement"	the section 106 agreement made between the Council LVRPA, THAE and THL and dated 11 April 2008
"Party"	THAE, TH FAC, THL, LVRPA the Council or the Mortgagee
"Plan 1"	the plan attached to this Agreement numbered "1"
"Plan 2"	the plan attached to this Agreement numbered "2"
"Planning Permission"	planning permission granted by the Council under reference TP/07/1623 on 11 April 2008 for the Development to be granted by the Council a draft of which is annexed to this Agreement as Annexe 1
"Schedule"	the schedule to this Agreement
"Specialist"	has the meaning given to it in Clause 11.2
"THAE Land"	(iii) the freehold land coloured green on Plan 1 comprising title number AGL105685 (iv) the freehold land coloured purple on

Plan 1 forming part of title number
AGL140871

(v) the freehold land coloured grey on
Plan 1 comprising title number
AGL234563

(vi) the freehold land coloured pink on
Plan 1 comprising title number
MX92030

(vii) the freehold land coloured dark blue
on Plan 1 comprising title number
EGL252189

(viii) the leasehold land coloured light blue
on Plan 1 comprising title number
EGL386338

**"500 Seat Spectator Stand
Planning Permission"**

the planning permission granted by the Council as a material minor amendment under reference P13-034008MMA to the Planning Permission for the erection of a covered 500 seat spectator stand on the Land a copy of which is annexed to this Agreement as **Annexe 2**

2. INTERPRETATION

2.1 In this Agreement unless the context otherwise requires:

2.1.1 obligations and liabilities of a Party comprising more than one person are obligations and liabilities of such persons jointly and severally

- 2.1.2 words importing one gender include all other genders and words denoting natural persons include companies, corporations and partnerships and vice versa
- 2.1.3 the singular includes the plural and vice versa
- 2.1.4 reference to any statute includes any amendment, modification, extension, consolidation or re-enactment of it
- 2.1.5 headings to Clauses and Schedules do not affect the interpretation or construction of this Agreement
- 2.1.6 a reference to a Party includes its successors in title and assigns
- 2.1.7 a reference to a Clause or a Schedule is to a Clause of or Schedule to this Agreement
- 2.2 Where the approval agreement or consent of the Council or any officer of the Council is required for any purpose under this Agreement such approval, agreement or consent shall not be unreasonably withheld or delayed
- 2.3 Where there is a requirement in this Agreement that works are to be carried out and completed to the satisfaction of the Council or any officer of the Council then this means carried out in accordance with the reasonable specifications and to the reasonable satisfaction of the Council
- 2.4 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Land or otherwise
- 2.5 The obligations in this Agreement will not be enforceable against a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by any Party to that statutory undertaker
- 2.6 Nothing in this Agreement prohibits or limits the right to develop any part of the Land in accordance with a planning permission, other than one relating to the

Development as specified in the Planning Application granted after the date of this Agreement, whether or not pursuant to an appeal

3. **RECITALS**

3.1 The Council is the local planning authority for the purposes of the Act for the area within which the Land is situated

3.2 The Council enters into this Agreement solely in its capacity as local planning authority and for no other purposes in respect of this Agreement

3.3 THAE is the registered proprietor with title absolute of the THAE Land

3.4 The Council is the registered proprietor with title absolute of the Council Land

3.5 LVRPA is the registered proprietor with title absolute of the LVRPA Land

3.6 THAE and TH FAC entered into the Lease with the LVRPA and the Council and THAE and TH FAC are the registered proprietor with title absolute of the Lease.

3.7 THL is the guarantor under the Lease

3.8 The Mortgagee holds a mortgage over the THAE Land and the Lease

3.9 The Council granted the Planning Permission on 11 April 2008

3.10 The Parties entered into the Original Section 106 Agreement

3.11 The Off-Site Highways Works Contribution and the A10 Improvement Works Contribution have been paid pursuant to the Original Section 106 Agreement and to that extent the Original Section 106 Agreement has been discharged.

~~3.103.12~~ To the extent that the Original Section 106 Agreement has not been discharged the Council has agreed that the Original Section 106 Agreement may be revoked in its entirety and replaced by this AgreementOriginal Section 106 Agreement is now varied by replacement of that document in its entirety with this Agreement in order to reflect the position as at the date hereof.

3.143.13 The Parties agree that the obligations contained in this Agreement are in accordance with paragraphs 203 to 206 of the National Planning Policy Framework

4. AGREEMENT

4.1 Clauses 5.5, 5.6, 5.7, 5.8, 5.9, 5.11 and 5.12 of the Original Agreement are discharged.

4.14.2 The remainder of the Original Agreement shall be revoked in its entirety and for the avoidance of doubt the Parties agree that upon completion of this Agreement the Original Agreement will cease to have effect and that no outstanding or ongoing obligations pursuant to the Original Agreement will be required to be performed modified in accordance with Section 106A of the Act by its replacement with this Agreement from the date hereof (and for the avoidance of doubt the Parties agree that upon completion of this Agreement the Original Agreement will cease to have effect and no outstanding or ongoing obligations pursuant to the Original Agreement will be required to be performed).

4.24.3 This Agreement is a planning obligation for the purposes of Section 106 of the Act

4.34.4 The Council is the local planning authority by whom the obligation is enforceable

4.44.5 This Agreement will take effect on the date of its completion

4.54.6 No Party will be liable for any breach of the covenants obligations and restrictions contained in this Agreement in respect of any period during which that Party no longer has an interest in the Land or the part in respect of which the breach occurs

4.64.7 This Agreement will be registered as a local land charge

4.74.8 If the Council agrees pursuant to an application under Section 73 or 73A of the Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal

under Section 78 of the Act this Agreement shall also apply to development carried out pursuant to such further planning permission granted pursuant to Section 73 or 73A or 78 of the Act and the covenants or provisions in this Agreement shall be deemed to be accordingly modified to correspond to any such further permission

5. OBLIGATIONS OF THE PARTIES

- 5.1 THAE covenants to comply with the obligations set out in the Schedule in relation to the Development
- 5.2 THAE covenants with the Council that the use of the Academy Building on the Land will only be as a training facility and football academy
- 5.3 THAE covenants with the Council to comply with the terms of the Operational Travel Plan
- 5.4 THAE covenants with the Council to comply with the terms of the Car Park Management Plan
- 5.5 THAE covenants with the Council to make available training and medical facilities within the Development for use by sportsmen and sportswomen of national or international standing (to be agreed by THAE in consultation with Sport England or such relevant national sports governing bodies as may be appropriate) at such times and on such occasions as THAE may in its absolute discretion permit
- 5.6 THAE covenants that it has not and will not implement the 500 Seat Spectator Stand Planning Permission
- 5.7 THAE covenants with the Council and LVRPA to indemnify both the Council (as owner of the Council Land) and LVRPA from and against all costs claims or proceedings on account of any breach or failure by THAE to comply with the covenants on its part set out in this Agreement

6. CANCELLATION OF ENTRIES

- 6.1 The Council will on completion of this Agreement cancel all entries made in the local land charges register in respect of the Original Agreement
- 6.2 The Council will upon the written request of THAE at any time after each or all of the obligations contained in this Agreement have been performed or otherwise discharged issue written confirmation of such performance or discharge
- 6.3 The Council will upon the written request of THAE at any time after all the obligations of THAE under this Agreement have been performed or otherwise discharged, forthwith cancel all entries made in the register of local land charges in respect of this Agreement

7. NOTICES

Any notice under this Agreement shall be in writing and shall be duly served if it is either sent by email or delivered or sent by first class post to a Party at:

- 7.1 its address given in the Parties' Clause to this Agreement or
- 7.2 its registered office or
- 7.3 such other address as may be notified in writing from time to time

and if sent by post such service shall be deemed to be made on the next working day following the date of posting

8. CONSENTS

- 8.1 LVRPA, THAE, TH FAC and THL consent to the completion of this Agreement and acknowledge that the Land and the Land will be bound by the covenants, obligations and restrictions contained in this Agreement
- 8.2 The Mortgagee acknowledges and declares that this Agreement has been entered into with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall

otherwise have no liability under this Agreement unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from THAE, TH FAC and THL

9. COSTS

THAE covenants to pay the Council's reasonable legal costs amounting to £[] incurred in connection with the preparation and completion of this Agreement

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement is not intended to nor shall it create or confer any rights, entitlements claims or benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person who is not a party to this Agreement

11. DETERMINATION OF DISPUTES

- 11.1 Subject to this Clause 11 if any dispute arises relating to or arising out of the terms of this Agreement either party may give to the other written notice requiring the dispute to be determined under this Clause 11 and the notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute
- 11.2 For the purposes of this Clause 11 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Land
- 11.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power with the right to take such further advice as he may require to determine the appropriate type of Specialist and to arrange his nomination under this Clause 11.3
- 11.4 Any dispute over the identity of the Specialist shall be referred at the request of either party to the President or other most senior available officer of the

organisation generally recognised as being responsible for the relevant type of Specialist who will have the power with the right to take such further advice as he may require to determine and nominate the appropriate Specialist or to arrange his nomination and if no such organisation exists or the parties cannot agree the identity of the organisation then the Specialist shall be nominated by the President or next most senior available officer of the Law Society of England and Wales

11.5 The Specialist shall act as an independent expert and:

11.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party

11.5.2 each party shall have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party

11.5.3 the Specialist shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require

11.5.4 the Specialist shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other

11.5.5 the Specialist shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision and

11.5.6 the Specialist shall use all reasonable endeavours to publish his decision within 30 working days of his appointment

11.6 Responsibility for the costs of referring a dispute to a Specialist under this Clause 11 including costs connected with the appointment of the Specialist and the Specialist's own costs but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist

11.7 This Clause 11 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts

DELIVERED as a deed on the date of this Agreement

SCHEDULE

THAE covenants with the Council:

Community Football Partnership Management Committee

1. To procure the ongoing role of the Community Football Partnership Management Committee that was established in 2009 ("Committee") and that:
 - 1.1. The Committee will continue to be responsible for managing and agreeing with the Council a programme of sports based community activities within the community in the London Borough of Enfield and the wider Lee Valley
 - 1.2. The Committee will continue to prepare an annual report of its activities and provide copies to the Head of Development Control at the Council and members of the public on request and
 - 1.3. That the Council and LVRPA may continue to nominate one member each of the Committee

Community Football Partnership Activities

2. To maintain the community based programme formulated in conjunction with the Committee, schools and other community organisations until 30 June 2020. The objectives for which the community based programme are as follows:
 - 2.1. the promotion of community participation in healthy recreation, in particular by the provision of facilities for the playing of football
 - 2.2. the advancement of the education of the public in the subject of physical education, literacy, numeracy, personal and social health and education, leisure and tourism
 - 2.3. the promotion for the benefit of the public of urban or rural regeneration in areas of social and economic deprivation within the Community by all or any of the following means
 - (i) the advancement of education, training or re-training and providing unemployed people with work experience

- (ii) the promotion of public safety and prevention of crime
 - (iii) such other means as may from time to time be determined by the Committee subject to the prior written consent of the Charity Commissioners of England and Wales
- 2.4. to develop the capacity and skills of the disadvantaged members of the Community in such a way that they are better able to identify and help meet their needs and to participate more fully in society
- 2.5. the allocation of up to seventy thousand (70,000) coaching hours which at the current rate of £25 per hour will equate to a minimum value over the ten (10) year period of One Million Seven Hundred and Fifty Thousand Pounds (£1,750,000.00)
- 2.6. the coaching and teaching staff employed in the provision of education and training referred to in this Schedule shall continue to be suitably qualified and hold coaching qualifications recognised by the Football Association or other relevant professional body to an appropriate standard

ANNEXURES

1. Draft Planning Permission
2. 500 Seat Spectator Stand Planning Permission
3. Car Park Management Plan
4. Operational Travel Plan

(**THE COMMON SEAL OF THE**
(**MAYOR AND BURGESSES OF THE**
(**LONDON BOROUGH OF ENFIELD**
(Was affixed in the presence of :

Authorised Officer

(**THE COMMON SEAL OF THE LEE**
(**VALLEY REGIONAL PARK**
(**AUTHORITY** Was affixed in the
(presence of :

The Chairman/Deputy Chairman

Chief Executive/Deputy Chief Executive

(**EXECUTED as a DEED by**
(**TOTTENHAM HOTSPUR LIMITED**

Director

Director/Secretary

(**EXECUTED as a DEED by**
(**TOTTENHAM HOTSPUR ACADEMY**
(**(ENFIELD) LIMITED**

Director

Director/Secretary

(EXECUTED as a DEED by INVESTEC
(BANK PLC under a power of attorney
(dated 4 June 2013

Attorney

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

Attorney

In the presence of:

Signature of Witness

Name of Witness

Address of Witness

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