

FORSTERS

DATED

2017

(1) RUGBY FOOTBALL UNION

IN FAVOUR OF

(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
RICHMOND UPON THAMES

UNILATERAL UNDERTAKING PURSUANT TO S.106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990

relating to

Land at Twickenham Rugby Football Union Stadium, Whitton Road,
Twickenham, TW2 7BA



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APPENDIX 1 – Site Plan

DATE

PARTIES

- (1) **RUGBY FOOTBALL UNION** of Rugby House, Twickenham Stadium, 200 Whitton Road, Twickenham, TW2 7BA ("**RFU**")

in favour of

- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre, 44 York Street, Twickenham, TW1 3BZ ("**Council**")

RECITALS

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated.
- (B) RFU is the freehold owner of the Site.
- (C) The RFU submitted the Application to the Council.
- (D) On 6 September 2017 the Council by its planning committee resolved to grant the Permission subject to conditions and the completion of this Undertaking.

OPERATIVE PROVISIONS

1. STATUTORY POWERS

- 1.1 This Undertaking is a planning obligation for the purposes of section 106 of the 1990 Act. It is acknowledged by the Parties that the obligations contained within it are binding on the Site in the manner set out at Clause 2.
- 1.2 The obligations at clause 5 are enforceable by the Council as local planning authority against the RFU.

2. LAND BOUND AND ENFORCEABILITY

- 2.1 Subject to Clauses 2.2, 6 and 7 the obligations and restrictions under clause 5 bind the RFU's interest in the Site.
- 2.2 The obligations and restrictions in this Undertaking shall not be binding upon or enforceable against:
- (a) any person who acquires any part of the Site or interest therein for the purposes only of the supply of electricity, gas, water, drainage, telecommunications services, or public transport services; and/or

(b) temporary uses for construction purposes or other temporary purposes.

3. GENERAL PROVISIONS

3.1 Definition and Interpretation

In this Undertaking, including the recitals, unless the context otherwise requires, the following words and expressions shall have the meanings shown:

1990 Act	the Town and Country Planning Act 1990
Undertaking	this deed of undertaking entered into pursuant to section 106 of the 1990 Act
Application	the planning application for the Development given reference number 17/2108/FUL by the Council
Business Day	a day other than a Saturday or a Sunday or public holiday in England and Wales or the period between 24 December and 1 January inclusive and " Business Days " shall be construed accordingly
Development	Construction of two permanent extended perimeter entrances (Gate 1 and Gate 2) on Whitton Road and one temporary perimeter entrance (Gate 3) at Cardinal Vaughan Bridge to facilitate 65 turnstile lanes and 6 accessible lanes with associated canopy structures and hardstanding. Existing 25 turnstile lanes located at Gate A, a few turnstile lanes at Gate B and 15 turnstile lanes at Gate C to be removed and the fence line reinstated. Amendments to existing kerb line and parking layout. Installation of bollards and perimeter fence.
Parties	the parties to this Undertaking, and those deriving title through and under them, and " Party " shall mean any one of them
Permission	the planning permission for the Development, granted pursuant to the Application
RFU Stadium	Twickenham Rugby Football Union Stadium, Whitton Road, Twickenham
Site	the land the subject of the Application, shown edged red on the plan at Appendix 1 forming part of the land registered with

freehold title at the Land Registry under title number MX92814

Subsequent Application

a valid planning application for a hostile vehicle mitigation solution for:

- the south perimeter; and
- gate 3;

at the RFU Stadium

Third Party

any person who is not a party to this Undertaking.

3.2 In this Undertaking a reference to:

- (a) a document is a reference to that document as modified from time to time;
- (b) a person includes a reference to a government, state, state agency, corporation, body corporate, association or partnership;
- (c) a person includes a reference to that person's legal personal representatives successors and assigns;
- (d) words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done; words placing a Party under a restriction, include an obligation not to cause, permit, or suffer any infringement of the restriction;
- (e) the Council includes any successor to the Council as local planning authority and/or highway authority;
- (f) the RFU shall include those deriving title through and under it.

3.3 The Interpretation Act 1978 shall apply to this Undertaking.

3.4 Where in this Undertaking reference is made to a part, clause, paragraph, schedule, table, covenant, obligation or recital, such reference (unless the context suggests otherwise) is a reference to a part, clause, paragraph, schedule, table, covenant, obligation or recital in this Undertaking.

3.5 Where in a schedule reference is made to a paragraph, the reference is to a paragraph in the schedule in which it occurs, unless otherwise specified.

3.6 References to the singular shall include the plural and vice versa.

- 3.7 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 validity from it.
- 3.8 The clause headings and contents list in this Undertaking are for convenience only and do not form part of the Undertaking.
- 3.9 Where this Undertaking refers to agreement or approval or consent or expression of satisfaction being required or requested by one Party from another Party, such agreement or approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 3.10 Any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Undertaking shall be in writing.

4. CONDITIONALITY

- 4.1 This Undertaking shall not take effect until the Permission has been granted for the Development.

5. RFU COVENANTS

The RFU covenants with the Council that within 4 months from the date of the Permission it shall have submitted to the Council the Subsequent Application.

6. RELEASE AND LAPSE

- 6.1 Save for antecedent breaches, no person shall be liable for any breach of the terms of this Undertaking after it has parted with its interest in the Site.
- 6.2 If any provision in this Undertaking shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in way be deemed to be affected or impaired.
- 6.3 If the Permission shall expire before Implementation or shall at any time be revoked, this Undertaking shall forthwith determine and cease to have effect.
- 6.4 Where the Undertaking comes to an end under clause 6.3:
- (a) the Council shall cancel the entry made in the Local Land Charges register in relation to this Undertaking or otherwise record the fact that it has come to an end and no longer affects the Site; and

- (b) any unspent monies paid under this Undertaking to the Council are to be returned to the party that made the payment within 1 month of the Undertaking coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment.

7. SUBSEQUENT PLANNING PERMISSIONS

Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Undertaking and the obligations in this Undertaking shall not apply to any development carried out under any such permission except (1) any planning permission that has to be granted in order that an obligation in this Undertaking can be fulfilled; and (2) any planning permission granted under section 73 of the 1990 Act to vary conditions of the Permission and any planning permission granted under the said section 73 shall be bound by the obligations of this Undertaking and read as one with the Permission for the purposes of this Undertaking.

8. DISPUTE RESOLUTION

8.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Undertaking, the same may be referred (by any Party within 10 Business Days of notifying the other relevant parties) to an Expert, such Expert to act as an expert and not as an arbitrator, and whose decision shall be final and binding on the Parties (as appropriate) and whose costs shall be in his award and the Expert shall be of at least 10 years standing in his field of expertise.

8.2 The Expert shall be:

- (a) if such dispute shall relate to matters concerning construction, interpretation and/or the application of this Undertaking, an independent barrister or a solicitor;
- (b) if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Undertaking, a chartered accountant;
- (c) if such dispute shall relate to the valuation of any interest or estate in any part of the Site, a chartered surveyor;
- (d) if such dispute shall relate to matters of employment a person with an appropriate qualification in Human Resources or other similar discipline;
- (e) If such dispute shall relate to matters of renewable energy a person with appropriate professional qualifications in that field;

(f) in any other case (at the discretion of the President of the Chartered Institute of Arbitrators) either an architect or civil engineer.

8.3 If the Expert nominated pursuant to clause 8.1 shall die or decline to act another Expert may be appointed in their place.

8.4 Unless the Expert directs otherwise the costs of the relevant application shall be divided equally between the parties to the relevant dispute.

8.5 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Business Days from the date of his appointment to act.

8.6 The Expert shall be required to give notice to each of the said parties to the dispute inviting each of them to submit to him within 10 Business Days written submissions and supporting material and shall afford to the said parties an opportunity to make counter submissions within a further five Business Days in respect of any such submission and material and his decision shall be given in writing within 20 Business Days of his appointment with reasons and in the absence of manifest error shall be binding on the said parties.

9. LOCAL LAND CHARGE

9.1 The Council shall as soon as reasonably practicable register this Undertaking as a local land charge in respect of the Site.

9.2 The Council shall upon written request from the RFU effect a cancellation of any entry made in the Local Land Charges Register in relation to this Undertaking after the obligations of the RFU have been performed or discharged.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person other than the Parties is intended to have any rights under or be able to enforce the provisions of this Undertaking by virtue of the Contract (Rights of Third Parties) Act 1999.

11. NOTICES

11.1 Any notice, demand or any other communication served under this Undertaking will be effective only if delivered by hand or sent by first class post, pre paid or recorded delivery.

11.2 Any notice, demand or any other communication served on the RFU is to be sent to the address set out at the beginning of this Undertaking marked for the attention of the Company Secretary or to such other address as the RFU may notify the Council in writing at any time as its address for service.

11.3 Any notice, demand or any other communication served on the Council is to be sent to The London Borough of Richmond of Thames, The Civic Centre, 44 York Street, Twickenham, TW1 3BW and marked for the attention of the Head of Development Management (Richmond) and the Legal Department or to such other address as the Council may notify the RFU in writing at any time as its address for service.

11.4 A notice, demand or communication sent by the following means is deemed to have been served:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by post, on the second Business Day after posting; or
- (c) if sent by recorded delivery, at the time the delivery was signed for.

12. JURISDICTION

12.1 This Undertaking is to be governed by and interpreted in accordance with the law of England and Wales.

EXECUTED AND DELIVERED AS A DEED on the date of this Undertaking

The Common Seal of the
RUGBY FOOTBALL UNION was
affixed in the presence of:

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