Dated 30th JANUARY 2019

(1) WOKING BOROUGH COUNCIL

(2) GOLDEV WOKING LIMITED

IMPLEMENTATION AGREEMENT
RELATING TO
WOKING FOOTBALL CLUB AND OTHER LAND IN WOKING

Katten

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CONTENTS

No.	Item Pa	ige
1.	Definitions	1
2.	Interpretation	.11
3.	Conditional Agreement	.13
4.	Tampination where Conditions are not Satisfied	. 13
5.	Licence to Enter the Retained Property	. 14
6.	Licence Pending Grant	. 14
7.	Off Site Access	.14
8.	Development Obligations	.15
9.	Consents	13
10.	Interest on payments	16
11.	Restrictions on Assignment	1 /
12.	Dianutas	1/
13.	Incolvency and Termination	19
14.	Relationship of Parties	41
15.	Weisen	41
16.	Costs	21
17.	Council's Papresentations	21
18.	Developer Releases	21
19.	Antiquities	22
20.	Intellectual Property	22
21.	Deduction Scheme	22
22.	Access for Surveys	22
23.	Plans	23
24.	Communications	24
25.	Notices	24
26.	VAT and interest	24
27.	Partial Invalidity	24
28.	Entire Agreement	25
29.	Confidentiality	25
30.	Freedom of Information and Transparency	26
31.	Anti-Bribery	26
32.	Not to Object, Co-operation, Information and Enforcement	27
33.	Council as Local Authority	27
34.	Indemnity	28
35.	Third Parties	28
36.	Governing Law and Jurisdiction	29
SCHE	DULE I Development Obligations	,,,,2,
Apper Apper Apper	ndix 2 Off Site Access Plan ndix 3 New Stadium Specification	

PARTIES

- WOKING BOROUGH COUNCIL of Civic Offices Gloucester Square, Woking, GU21 6YL (the "Council");
- (2) GOLDEV WOKING LIMITED a company incorporated in England and Wales with company registration number 11339840 whose registered office is at 73 Cornhill, London EC3V 3QQ (the "Developer").

1. DEFINITIONS

"Act of God" means the happening of some event which could not be caused by the action or intervention of man and the loss from which could not have been avoided or prevented by any reasonable amount of foresight pains or care.

"Act of Terrorism" means an act (including the use of force or violence and or the threat thereof) of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear and such other acts or things as may be included within the wording adopted in the London insurance market from time to time for the exclusion of cover in respect of acts of terrorism.

"Actual Works Commencement Date" means the date the Developer's Works are materially commenced.

"Adoption Agreement" means any agreement in respect of the Development and the Developer's Works for their adoption, dedication or otherwise (in whole or part) including sections 4, 38 or 278 of the Highways Act 1980 and/or Sections 98 to 104 of the Water Industry Act 1991 or any provision to similar intent or an agreement with a water authority or sewerage undertaker or other appropriate authority as to water supply or drainage of surface and/or foul water or an agreement with any competent authority or body relating to other utilities and services.

"Affiliate" means in respect of any person:

- any person connected with such person (and "connected with" bears the meaning set out in section 839 of the Income and Corporation Taxes Act 1988);
- (b) any company under the control of such person (and "control" bears the meaning set out in section 840 of the Income and Corporation Taxes Act 1988);
- (c) any associated company of such person (and "associated" bears the meaning set out in section 416 of the Income and Corporation Taxes Act 1988);
- (d) any Connected Party; and
- (e) any Group Company of any such person referenced to in paragraphs (a) to (d).
- "Agreement for Lease" means a conditional agreement of even date inter alia for the grant of the Ground Leases made between (1) the Council and (2) the Developer.

- "Appointments" the deeds of appointment to be entered into between the Developer and each of the Professional Team.
- "Approved Assignee" means a third party to whom the Developer wishes to assign the benefit of this Agreement who is approved by the Council, such approval not to be unreasonably withheld or delayed.
- "Architect" means such person or persons as the Developer or Building Contractor shall from time to time appoint in connection with the Developer's Works.
- "Bribery Laws" means the Bribery Act 2010 and all other applicable UK legislation, regulations and codes in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction.
- "Building" means each building forming part of the Development and the curtilage or amenity land of such building and the reference to Buildings shall include a Building or part of a Building.
- "Building Contract" means the contract or contracts to be entered into between the Developer and the Building Contractor for construction of the Developer's Works.
- "Building Contractor" means such person or persons as the Developer may appoint in connection with the Developer's Works.
- "Call Options" means the call options entered into pursuant to the Agreement for Lease.
- "CDM Regulations" means the Construction (Design and Management) Regulations 2015.
- "Certificate of Making Good Defects" means each notice or certificate issued by the Contract Administrator under the Building Contract to confirm that any Defects notified to the Building Contractor have been made good.
- "Certificate of Practical Completion" means each certificate or statement issued by the Contract Administrator under the Building Contract to the effect that, in his opinion, Practical Completion of the Developer's Works or any part of the Developer's Works has been achieved.
- "Collateral Warranties" means collateral warranty deeds, in an industry standard form to be provided to the Council by the Building Contractor, members of the Professional Team and the Warranting Sub-contractors to enable the Council to enjoy rights against such persons in relation to the Developer's Works including the ability to "step-in" in accordance with the Council's rights under clause 13.4 (Council Step In).
- "Commercial Units" means any commercial units forming part of the Development.
- "Communication" means any notice (save a notice pursuant to clause 19 (*Insolvency and Termination*) application, approval, certificate or other communication from or on behalf of one party to another pursuant to the terms of this Agreement.
- "Concept Design Document" means the indicative concept design documents produced by Leach Rhodes Walker dated July 2018 a copy of which is contained in *Appendix 1*.
- "Condition" means the completion of the Ground Leases pursuant to the Agreement for Lease.

"Conditions Longstop Date" means has the same meaning as in the Agreement for Lease.

"Connected Party" means any person or company connected with a party or a Group Company or any director of a party and connected as the same meaning as in Sections 252, 254 and 255 of the Companies Act 2006 or Section 1122 of the Corporation Tax Act 2010.

"Contract Administrator" means such person or persons as the Developer shall from time to time appoint to administer a Building Contract.

"Contract Rate" means 2% per annum above the base rate from time to time of Lloyds Bank plc.

"Council Event of Default" means the Council committing a Council Material Default of this Agreement and failing within 30 Working Days of written notice being received from the Developer (or sooner in case of emergency) to

- in the case of a remediable breach to commence appropriate action to investigate such breach and thereafter failing diligently to remedy such breach as soon as reasonably practicable; and
- (b) in the case of an irremediable breach to proffer an alternative remedy acceptable to the Developer (acting reasonably).

"Council Material Default" means any material substantial breach of the obligations of the Council or any material default or omission or misstatement of the Council provided that the same have not been caused directly or indirectly by any breach of the Developer's obligations under this Agreement but excluding any such that the Developer has acknowledged in writing have been remedied to the Developer's satisfaction.

"Council's Property" has the meaning set out in the Agreement for Lease.

"Council's Solicitors" means Woking Borough Council, Legal Services Department of Civic Offices, Gloucester Square, Woking GU21 6YL (Ref: Peter Bryant), or such other solicitors as the Council may from time to time appoint and notify in writing to the Developer.

"Council Step-in Notice" means a notice served by the Council pursuant to clause 13.4.

"Date of Practical Completion" means the date of practical completion as specified in a Certificate of Practical Completion.

Deed of Novation means the deed substantially in the form appended to this Agreement at Appendix 4.

"Defect" means any defect in the Developer's Works attributable to them having been carried out otherwise than in accordance with the provisions of the Building Contract.

"Defects Liability Period" means in respect of any element of the Developer's Works the period of 12 months immediately following the relevant Date of Practical Completion of each element of the Developer's Works or in the case of landscaping or planting works such longer period as shall be specified in the Building Contract.

"Demolition Contractor" means any party contracted to demolish buildings on the Sites.

"Design Data" means all drawings, reports, documents, models, plans, software, formulae, calculations, and other data whatsoever in any medium prepared by or on behalf of the Developer relating to the design and construction of the Developer's Works.

"Developer" means the second party to this Agreement and includes its successors in title and assigns.

"Developer Event of Default" means:

- (a) the Developer committing a Developer Material Default of this Agreement and failing within 30 Working Days of written notice being received from the Council (or sooner in case of emergency) to
 - in the case of a remediable breach to commence appropriate action to investigate such breach and thereafter failing diligently to remedy such breach as soon as reasonably practicable; and
 - in the case of an irremediable breach to proffer an alternative remedy acceptable to the Council (acting reasonably)
- the last Date of Practical Completion not occurring before the Works Completion Longstop Date; or
- (c) the Developer not having commenced the Developer's Works by the Works Commencement Longstop Date.

"Developer Material Default" means any material substantial breach of the obligations of the Developer or any material default or omission or misstatement of the Developer provided that the same have not been caused directly or indirectly by any breach of the Council's obligations under this Agreement but excluding any such that the Council has acknowledged in writing have been remedied to the Council's satisfaction.

"Developer's Funding Arrangement" means any arrangements entered into by the Developer and/or any Affiliate with a Developer's Funder to obtain financial assistance for the Project.

"Developer's Funder" means any bank, fund, insurance company, institution or other third party providing funding by way of debt, equity or otherwise to the Developer or any Affiliate for the purpose of, inter alia, the Project, the details of which have been notified to the Council in writing.

"Developer's Solicitors" means Katten Muchin Rosenman UK LLP of Paternoster House, 65 St Paul's Churchyard, London EC4M 8AB (Ref: Peter Sugden) or such other solicitors as the Developer may from time to time appoint and notify in writing to the Council.

"Developer's Works" means the works to be carried out by or on behalf of the Developer on the Sites briefly comprising the Development and more particularly shown or described in the Planning Application and all detailed design plans and specifications but excluding for the avoidance of doubt David Lloyd Works.

"Development" means the development to be permitted by satisfactory planning permission and as currently envisaged shown in the Concept Design Document and including:

- (a) the demolition of the Existing Football Stadium and the construction of a New Stadium:
- the construction of circa 1,000 (or more) Dwellings on the Main Site Residential Land and the Egley Road Site;
- (c) the demolition of the Existing David Lloyd Facility and the construction of the New David Lloyd Facility;
- the construction of Commercial Units (anticipated to be in the region of 10,080 square feet net internal area); and
- (e) the construction of all necessary Infrastructure and ancillary facilities in connection with the foregoing

together with all other works of demolition and construction in connection therewith.

"Development Period" means the period from and including the date of this Agreement until the last Date of Practical Completion.

"Dispute" means a dispute, issue, difference, question or claim as between the Council and the Developer relating to or arising at any time out of this Agreement and which is specified in this Agreement as to be referred to an Expert pursuant to clause 12 (*Disputes*).

"Dwelling" means a house, flat, maisonette, studio or other self-contained residential unit (together with any garden designated parking space or other area intended to be used exclusively by such Dwelling) whether or not any such house, flat, maisonette, studio or other self-contained residential unit has at any relevant time been completed or constructed and comprised in the Development.

"Egley Road Site" has the meaning set out in the Agreement for Lease.

"Event of Delay" means:

- (a) an Act of God;
- (b) an Act of Terrorism;
- (c) any events of extension or delay set out in a Building Contract;
- (d) delay to the Developer's Works caused by impediment, prevention or default by act or omission, by the Council or any person employed by the Council or for whom the Council is responsible;
- (e) force majeure;
- (f) an Event of Insolvency in respect of any entity (excluding the Developer); and
- (g) any other event outside the reasonable control of the Developer.

"Event of Insolvency" means in relation to a body corporate or unincorporate company:

- (a) it being deemed unable to pay its debts as defined in s 123 of IA 1986;
- (b) a proposal being made for a voluntary arrangement under Part I of IA 1986;

- (c) an administration order being made under Part II of IA 1986;
- (d) a receiver or manager (including an administrative receiver) being appointed over any property of that party;
- (e) an order being made or resolution being passed for its winding-up or an order being made for the winding-up of the company under Part IV of IA 1986 or for voluntary winding-up (other than a members' voluntary winding-up which is for the sole purpose of amalgamation and reconstruction while solvent);
- (f) a provisional liquidator being appointed under s 135 of IA 1986;
- (g) a proposal being made for a scheme of arrangement under s 1 of IA 1986;
- (h) an administrative receiver being appointed over the whole or any part of the property or assets of that party or any mortgagee taking possession of such property or assets;
- (i) it being removed from the Register of Companies;

OR

in relation to an individual:

- an application being made for an interim order or a proposal being made for a voluntary arrangement under Part VIII of IA 1986;
- (k) making a bankruptcy application to an adjudicator pursuant to s 263H of the IA 1986;
- a bankruptcy petition being presented to Court or his circumstances being such that a bankruptcy petition could be presented under Part IX of the IA 1986;
- (m) entering into a deed of arrangement;
- (n) suffering a receiver or manager to be appointed over the whole or any part of his property;
- (o) summoning a meeting of his creditors under s 98 of IA 1986;

and in the case of any body corporate, unincorporate or individual resident in a jurisdiction other than England or Wales, the various references in this definition shall be deemed to relate to analogous proceedings or events applying in such jurisdiction.

"Existing David Lloyd Facility" has the meaning set out in the Agreement for Lease.

"Existing Football Stadium" means the current football stadium let to WFC pursuant to the WFC Lease.

"Expert" means an independent person with at least ten years' post-qualification experience including significant relevant experience in the subject matter of the dispute or difference who is a specialist in relation to such subject matter.

"Final Target Date" means the Target Date for final Practical Completion of all of the Developer's Works.

"Final Unconditional Date" has the meaning set out in the Agreement for Lease.

"Funder's Nominee" means a third party nominated by a Developer's Funder for the purposes of clause 13.3 (Funder Step In).

"Ground Leases" means the leases to be granted pursuant to the Agreement for Lease.

"Group Company" means any subsidiary or holding company of a party and subsidiary and holding company hall have the respective meanings ascribed to such expressions by the Companies Act 2006 Section 159 and for these purposes:

- (a) a company (A) is to be treated as a member of another company (B) if any of A's subsidiary companies is a member of B or if any shares in B are held by a person acting on behalf of A or any of its subsidiary companies; and
- (b) the words 'Rights attached to' in the heading of the main body of the Companies Act 2006 Schedule 6 paragraph 7 shall be omitted and the words 'attached to those shares' shall be inserted between the word 'rights' and the words 'are exercisable' in each of the sub-paragraphs (a) and (b) of that paragraph.

"Health and Safety File" means the record in relation to the Developer's Works required under Regulations 12 (5), (7) and (9) of the CDM Regulations.

"Infrastructure" means all infrastructure works reasonably necessary for the proper and lawful implementation of the Development and whether within or outside the boundaries of the Sites including without limitation the following items:

- (a) new and improvements to existing highways, roads, carriageways, footways, cycleways, junctions, roundabouts, verge and splay areas, road islands, street lighting, traffic signs, road markings, and surface water drains and sewers;
- (b) new and improvements to existing Services, surface water management facilities and sewage facilities to serve the Development;
- (c) construction and/or laying out of walls, ditches, fences, bunds and/or other earthworks or boundary features within the Sites;
- (d) construction and/or laying out of landscaping, tree belts, open space, amenity land, and/or play areas;
- (e) construction of buildings or other facilities for public or community use;
- (f) all other works required to comply with any Statutory Agreement or otherwise needed to provide infrastructure to the Development generally or required before construction of the Development or some part of it can be begun.

"Insured Risks" means fire, explosion, lightning, earthquake, flood, storm, bursting or overflowing of water tanks, pipes, or other water or heating apparatus, impact, aircraft (other than hostile aircraft) and things dropped from such aircraft, riot, civil commotion and malicious damage (but subject in each case to such exclusions, excesses and limitations as may be imposed by the insurers) and such other risks as the Developer may from time to time reasonably determine.

"Intellectual Property" means all intellectual and industrial property and all rights therein in any part of the world including any patent, petty patent, patent application, trade mark, trade mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, know-how, specification, improvement technique, copyright, unregistered design right, technical information or drawing created by or procured by the Developer in connection with the Developer's Works.

"Lease Grant Date" means the date of grant of the Ground Leases.

"Main Site" has the meaning set out in the Agreement for Lease.

"Main Site Residential Land" has the meaning set out in the Agreement for Lease.

"Minor Defects" means any minor defect, shrinkages or other minor faults or minor omissions (which are de minimis and are normally dealt with as snagging items and identified in a Snagging List) in the Developer's Works.

"Necessary Consents" means all permissions, consents, licences, certificates, authorisations and other approvals in addition to but excluding the Satisfactory Planning Permissions which may be required from any local or other authority or body or person or any fire officer for the construction of the Developer's Works.

"New David Lloyd Facility" has the meaning set out in the Agreement for Lease

"New Stadium" means a minimum 10,000 person capacity (of which, a minimum of 70% shall be seats for general public use) new football stadium, complying with the specification appended in *Appendix 3*, to be constructed as part of the Developer's Works and let to WFC or any successor entity.

"New Stadium Lease" means the lease of the New Stadium intended to be granted by the Council to WFC (or any successor entity) following Practical Completion of the construction of the New Stadium.

"Objectives" means:

- (a) carrying out the Developer's Works;
- (b) so as to achieve the level of profitability anticipated by the Developer;
- (c) in satisfaction of the Developer's Funding Arrangement.
- (d) and in compliance with the Council's statutory obligations and duties; and
- (e) within the timelines provided for in this Agreement.

"Off Site Access" means the area shown edged red on the plan in *Annexure 2* which is in the freehold ownership of the Council and forms part of the Loop Road Land.

"Phase" means each phase of the Developer's Works as shown on the Phasing Plan.

"Phasing Plan" means a plan produced by the Developer and updated from time to time showing the phasing of the Developer's Works.

"Planning Act" means the Town and Country Planning Act 1990.

"Planning Application" has the meaning set out in the Agreement for Lease.

"Planning Permission" means detailed planning permission or planning permissions for the Development in accordance with the Planning Application, whether granted by the Local Planning Authority or the Secretary of State.

"Plans and Specifications" means the plans and specification for the Development.

"Practical Completion" has the same meaning as in any Building Contract.

"Principal Contractor" means the person appointed under Regulation 5 (1) (b) of the CDM Regulations.

"Principal Designer" means such person as is appointed to perform the duties specified in Regulations 11 and 12 of the CDM Regulations.

"Professional Team" means the:

- (a) Architect;
- (b) Quantity Surveyor;
- (c) Contract Administrator;
- (d) Structural Engineer;
- (e) Services Engineer; and
- (f) Principal Designer

and any other professional consultants who may be appointed by the Developer or the Building Contractor in connection with the Development.

"Programme" means:

- (a) a written programme for the carrying out of the Developer's Works to include (interalia):
- (b) an anticipated date for the grant of Planning Permissions;
- (c) dates for production of further Plans and Specifications as required;
- (d) the date for completion of all show homes and marketing suites;
- the dates on which the drainage water electricity gas and telephone services will be connected and made live;
- (f) inspection dates following completion of each part of the Developer's Works;
- (g) the Target Dates for each Phase;
- (h) each current "Completion Date" (as defined in the Building Contract) as adjusted from time to time in accordance with the terms of the Building Contract.

"Quantity Surveyor" means such person as the Developer shall from time to time appoint and which the Developer shall notify to the Council in writing.

"Recipient" means the party to whom a Communication is sent.

"Required Interests" has the meaning set out in the Agreement for Lease.

"Residential Elements" means the Dwellings and associated common areas, infrastructure and other works intended to form part of the Development.

"Retained Property" means that part of the Main Site which will form part of the land to be demised by the New Stadium Lease.

"Reversionary Interests" has the meaning set out in the Agreement for Lease.

"Satisfactory Planning Permission" has the meaning set out in the Agreement for Lease.

"Sender" means the party sending a Communication.

"Services" means pipes, wires, troughs, cables, drains, channels, flues, conduits, ducts, watercourses, gutters, culverts, soakaways and other transmission media and installations and all fixings, louvres, cowls, covers and grilles and other ancillary apparatus, sewers and other conducting media for the transmission of water, gas, electricity, storm and foul drainage, telephone and other telecommunications (analogue, digital, laser or otherwise) electrical and radio impulses and signalling which are to be carried out as part of the Developer's Works and intended to be in or pass through, over or under the Sites.

"Services Engineer" means such person as the Developer or Building Contractor shall from time to time appoint and notify to the Council.

"Site Assembly Agreement" has the meaning set out in the Agreement for Lease.

"Sites" means the:

- (a) Stadium Site; and
- (b) Egley Road Site

or either or any part of them as the context so admits.

"Snagging List" means any list of Minor Defects which accompanies a Certificate of Practical Completion.

"Specified Dwelling" has the meaning set out in the Agreement for Lease.

"Stadium Site" has the meaning set out in the Agreement for Lease.

"Standard Conditions" means the Standard Commercial Property Conditions (3rd edition) and Standard Condition means any one of them.

"Statutory Agreement" means any Planning Obligation or Adoption Agreement.

"Statutory Requirements" means requirements deriving from any Acts of Parliament and any instruments, rules, orders, regulations, notices, directions, byelaws, permissions and plans for the time being made under them or deriving validity from them and any rules, regulations,

orders, byelaws or code of practice of any local authority or of any statutory undertaker having jurisdiction with regard to the Developer's Works.

"Structural Engineer" means such person as the Developer or Building Contractor shall from time to time appoint,

"Sub-contracts" means the contracts entered into or to be entered into between the Building Contractor and the Warranting Sub-contractors.

"Target Dates" means the relevant target dates for Practical Completion of each Phase as shown on the Programme.

"Terrorism Cover" means cover against loss or damage to the Developer's Works or any unfixed goods and materials delivered to the Sites which are intended for incorporation into the Developer's Works being caused by Act of Terrorism.

"Third Party Rights" means rights granted to the Council by the Building Contractor, respective members of the Professional Team and Warranting Sub contractors pursuant to Contracts (Rights of Third Parties) Act 1999 to enable the Council to rely on the terms of the Building Contract, Appointments or Sub-Contracts (as the case may be).

"TPO" means a tree protection order made by the Local Planning Authority pursuant to Part VIII of the Planning Act.

"VAT" means value added tax payable by virtue of the Value Added Tax Act 1994 or any similar tax levied in addition to or by way of replacement for VAT.

"Warranting Sub-contractors" means any sub-contractors with a material design and/or construction responsibility for any part of the Developer's Works.

"WFC Property" means the leasehold property known as Kingfield Stadium, Kingfield Road, Woking registered at the Land Registry under title number SY814644 as at the date of this Agreement in the name of WFC.

"Working Day" means any day on which the UK clearing banks are open except Saturdays, Sundays and public and bank holidays.

"Works Commencement Longstop Date" means the later of:

- (a) 12 months from completion of the Ground Leases; and
- (b) such later date as shall reflect the amount of delay caused to commencement of the Developer's Works by each Event of Delay.

"Works Completion Longstop Date" means the later of:

- (a) 5 years from the Actual Works Commencement Date; and
- (b) such later date as shall reflect the amount of delay caused to completion of the Developer's Works by each Event of Delay.

2. INTERPRETATION

In this Agreement, unless otherwise specified:

- 2.1 the clause headings are for reference only and do not affect its construction;
- 2.2 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation':
- 2.3 general words introduced by the word 'other' do not have a restrictive meaning by reason of being preceded by words indicating a particular class of acts, things or matters;
- 2.4 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 2.5 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.6 a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the currency of this Agreement, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and byelaws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body;
- 2.7 reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and all subordinate legislation made under it from time to time.
- 2.8 any references to VAT shall include any tax of a similar nature substituted for or in addition to it unless the context requires otherwise.
- 2.9 any references to stamp duty land tax shall include any tax of a similar nature substituted for or in addition to it unless the context requires otherwise.
- 2.10 where in this Agreement examples are given (including where the word 'including' is followed by a list of items) such examples shall not limit any general description preceding such examples.
- 2.11 references to the 'parties' shall be references to the Council and the Developer, and references to a 'party' shall be to either of them.
- 2.12 references to the Council shall not in any way fetter or compromise Woking Borough Council as local planning authority or in any other statutory capacity, or in the exercise of any statutory duty.
- 2.13 where in this Agreement the acceptance, consent, approval or agreement of a party is not to be unreasonably withheld it shall not be unreasonably delayed. Any refusal of such a matter must include the notification of a properly reasoned basis for such refusal.
- 2.14 words and phrases defined in the Standard Conditions have the same meaning in this Agreement, unless they have been defined in clause 1 (Definitions) or elsewhere in this Agreement.
- 2.15 all references in the Standard Conditions to the 'seller' and the 'buyer' shall be deemed to be references to the Council and the Developer respectively and shall be construed accordingly.
- 2.16 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'.

- 2.17 the word 'today' refers to the date of this Agreement.
- 2.18 general words introduced by the word 'other' do not have restrictive meaning even where preceded by words indicating a particular class of acts, things or matters.
- 2.19 an obligation not to do something includes an obligation not to cause or allow that thing to be done.
- 2.20 references to the end of the Agreement are to its expiry or sooner determination.

3. CONDITIONAL AGREEMENT

- 3.1 This Agreement is conditional upon the grant of the Ground Leases.
- 3.2 In the event that the Ground Leases have not been granted by the Conditions Longstop Date or such later date as shall be agreed by the parties (which agreement shall be in the absolute discretion of each party), either party may determine this Agreement in accordance with clause 4 (Termination Where Conditions Not Satisfied).

3.3 Effect of Clauses

Save for clauses:

- 3.3.1 5 (Licence to Enter the Retained Property);
- 3.3.2 6 (Licence Pending Grant);
- 3.3.3 7 (Off Site Access);
- 3.3.4 8 (Development Obligations);
- 3.3.5 18 (Developer Releases);
- 3.3.6 19 (Antiquities); and
- 3.3.7 20 (Intellectual Property)

which shall not come into effect until the Condition has been satisfied, all provisions of this Agreement shall be of immediate effect.

4. TERMINATION WHERE CONDITIONS ARE NOT SATISFIED

4.1 Notice to Terminate

In the event that clause 3.2 has effect either party may serve immediate written notice on the other party to determine this Agreement.

4.2 Effect of Notice

Subject to the following provisions of clause 4 (*Termination where Conditions are not Satisfied*), on the giving of the notice referred to in 4.2 this Agreement shall terminate and be of no further effect.

4.3 Effect of termination

- 4.3.1 Any termination of this Agreement pursuant to clause 4 (*Termination where Conditions are not Satisfied*) shall be without prejudice to the rights of one party in relation to antecedent breaches by another party.
- 4.3.2 The Developer shall, within 20 Working Days of the termination of this Agreement apply for the cancellation of all cautions, notices and other entries and registrations made by or on behalf of the Developer to protect this Agreement and the interest of the Developer in the Sites including those made at the Land Registry or the Land Charges Department of the Land Registry.
- 4.3.3 This clause 4.3 (Effect of Termination) shall continue to apply after any rescission or termination of this Agreement.

5. LICENCE TO ENTER THE RETAINED PROPERTY

With effect from on the Lease Grant Date the Council grants a licence to the Developer, Building Contractor, Professional Team and sub-contractors of the Building Contractor and any other party authorised by them in connection with the Project to enter upon the Retained Property with or without workmen, equipment and materials until the earlier of:

- (a) Date of Practical Completion of the New Stadium Works; or
- (b) the date on which this Agreement is terminated.

for the purposes of carrying out those of the Developer's Works and complying with the obligations under this Agreement.

6. LICENCE PENDING GRANT

Pending the Lease Grant Date the Council grants with effect from the Final Unconditional Date licence to the Developer, Building Contractor, Professional Team and sub-contractors of the Building Contractor and any other party authorised by them in connection with the Development to enter upon the land to be demised by the Ground Leases with or without workmen and equipment until the grant of the relevant Ground Lease (or if earlier the termination of this Agreement) for the purpose of carrying out the Developer's Works and complying with the obligations under this Agreement.

7. OFF SITE ACCESS

With effect from the Final Unconditional Date the Council will (subject to the title to the Off-Site Access not preventing such use) procure that the Developer, Building Contractor, Professional Team and sub-contractors of the Building Contractor and any other party authorised by them in connection with the Development are permitted to pass and repass with or without workmen, equipment and materials over the Off Site Access for the purpose of carrying out the Developer's Work and complying with the other obligations in this Agreement.

8. DEVELOPMENT OBLIGATIONS

8.1 Parties' Development Obligations

The rights and obligations of the Council and Developer in respect of the construction of the Developer's Works are set out in Schedule 1 (*Development Obligations*) and the parties shall comply with their respective obligations Schedule 1 (*Development Obligations*).

8.2 Collateral Warranties and Third Party Rights

The Developer shall procure that the Council is either granted Third Party Rights or receive duly executed and completed Collateral Warranties from each:

- 8.2.1 Building Contractor;
- 8.2.2 member of the Professional Team; and
- 8.2.3 the Warranting Sub-contractors

as soon as practicable after the date on which each of the relevant Building Contract, Appointments and Sub-contracts are completed together with a copy of each Building Contract, relevant Appointment and Sub-contract (as the case may be)

8.3 Exclusions

The Developer shall not be obliged to procure the grant of Third Party Rights or the delivery of any Collateral Warranties:

- 8.3.1 from any Demolition Contractor; or
- 8.3.2 to the extent that a Building Contractor, member of the Professional Team or Warranting Sub-Contractor has suffered an Event of Insolvency prior to the grant or delivery (as the case may be).

9. CONSENTS

9.1 Consent in writing

Any consent, approval, authorisation or waiver required to be given by a party shall unless specified to the contrary be required to be given in writing and subject to clauses 9.2 and 9.3 (as applicable) shall not be unreasonably withheld or delayed save where it is provided in this Agreement that the relevant consent, approval, authorisation or waiver is in a party's absolute discretion;

9.2 Council Consent

Notwithstanding any other provisions in this Agreement the Council will be entitled to withhold or delay consent approval, authorisation or waiver where the Council, acting reasonably, considers that to grant any consent, approval or waiver would:

- 9.2.1 fetter its statutory obligations and duties as a Council;
- 9.2.2 materially increase any financial liability on the Council beyond those anticipated in or by this Agreement.

9.3 Developer Consent

Notwithstanding any other provision in this Agreement the Developer will be entitled to withhold or delay consent, approval, authorisation or waiver where the Developer reasonably considers that to grant any consent, approval or waiver would materially:

- 9.3.1 adversely in the opinion of the Developer (acting reasonably) alter the density, massing, height or appearance of the Development; or
- 9.3.2 adversely restrict the user of any part of the Development for the purposes intended by the Developer; or
- 9.3.3 adversely affect the operation and/or beneficial enjoyment of the Development; or
- 9.3.4 reduce the number of Dwellings to a number below which is uneconomical; or
- 9.3.5 reduce the saleability, lettability, investment and/or rental value of the Development or any part of it; or
- 9.3.6 adversely impact on timings pursuant to this Agreement; or
- 9.3.7 increase any cost liability of the Developer or any Affiliate who will undertake the Development.
- 9.3.8 not be acceptable to any Developer's Funder and/or breach the Developer's Funding Arrangements.

9.4 Deemed Consent

If a party receives a written request for consent, approval, authorisation or waiver from the other party in respect of any matter relating to the Developer's Works where this Agreement expressly provides that a party's consent, approval, authorisation or waiver is required then save where it is provided that such consent, approval, authorisation or waiver may be given in the absolute discretion of the Developer the relevant party shall be obliged to deliver either:

- 9.4.1 written confirmation of consent, approval, authorisation or waiver; or
- 9.4.2 written confirmation of a refusal of consent, approval, authorisation or waiver with reasons for such refusal

in either such case within 10 Working Days of receipt of the written request from the other party and if the relevant party shall not give either of such confirmations within such timescale then consent, approval, authorisation or waiver (as the case may be) shall be deemed to have been given.

10. INTEREST ON PAYMENTS

Where any sum payable under this Agreement is not paid when required the party due to pay shall pay interest on the outstanding sum at the Contract Rate for the period beginning with that date and ending with the date the sum is paid.

11. RESTRICTIONS ON ASSIGNMENT

11.1 Assignment by Developer

The benefit of this Agreement may not prior to the final Date of Practical Completion be assigned in whole or in part by the Developer or held in trust by the Developer for any other person except by way of:

- 11.1.1 a holding on trust of the benefit of this Agreement for an Affiliate of the Developer,
- an assignment by way of security of the benefit of this Agreement to any Developer's Funder in connection with any Developer's Funding Arrangements including any assignment to a Funder or Developer's Funder's Nominee (as described in clause 13.3) pursuant to any enforcement of such Developer's Funding Arrangements; or
- 11.1.3 an assignment of the benefit of this Agreement to an Approved Assignee; or
- 11.1.4 a novation to an Approved Assignee in accordance with clause 11.2 (Assignment by the Council).

11.2 Novation by Developer

The Developer may novate its rights and obligations under this Agreement to an Approved Assignee by notifying the Council of its intention in writing and within 10 Working Days of the later of:

- 11.2.1 the date of such notice, the parties shall enter into a Deed of Novation; and
- 11.2.2 approval of the Approved Assignee by the Council in accordance with this Agreement

the parties shall enter into a Deed of Novation

11.3 Assignment by the Council

- 11.3.1 The benefit of this Agreement is not capable of being assigned in whole or part by the Council or being held in trust by the Council for any person;
- The Council will not charge, transfer, assign or otherwise convey any Council Property to any third party during the subsistence of this Agreement.

12. DISPUTES

12.1 Meeting Between Senior Representatives

Whenever there is a dispute between the Council and the Developer which either party refers to resolution pursuant to this clause 12 (*Disputes*), simultaneously with the procedure set out in the rest of this clause 12 (*Disputes*) the Managing Director of the Developer and the Chief Executive of the Council shall arrange to meet within 5 Working Days of the referral for determination and shall consult in good faith and use all reasonable endeavours to resolve the issue in dispute.

12.2 Referral to Expert

Without prejudice to any right that the Council or the Developer may have under the Housing Grants, Construction and Regeneration Act 1996, any Dispute under this Agreement (other than a dispute relating to the legal interpretation of this Agreement) may be referred at any time by either the Council or Developer for determination by an Expert.

12.3 Appointment of Expert

Unless the parties agree or are deemed to agree the type of Expert appropriate to the dispute having due regard to the subject matter of the dispute then:

- if the parties do not agree which type of Expert is appropriate to resolve the dispute either Party may refer that question to the president or next most senior available officer of the Royal Institution of Chartered Surveyors who will (with the right to take such further advice as he may require) determine that question and nominate or arrange to have nominated the appropriate Expert;
- if the parties do agree the appropriate type of Expert but do not agree the identity of the Expert he will be nominated on the application of either Party by the president or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Expert but if no such organisation exists then by the president or next most senior available officer of the Royal Institution of Chartered Surveyors.

12.4 Decision of Expert

The Expert shall act as an expert and not as an arbitrator and the parties shall use reasonable endeavours to procure that the Expert shall within 15 Working Days of appointment prepare a written decision and provide a copy to the Council and Developer.

12.5 Parties' Representations

The Expert must give each party the opportunity within reasonable time limits to make representations to him, inform each party of the representations of the other and allow each party to make submissions to him on the representations of the other. The Expert may call for such written evidence from the parties, and seek such legal or other technical assistance as the Expert reasonably requires.

12.6 Binding Decision of Expert

The Expert's decision is conclusive and binding on the parties save in the case of manifest error or fraud.

12.7 Copies of Advice etc

The Expert shall supply to the parties copies of all evidence, information and advice which he obtains for the purpose of determining the dispute and the parties shall be entitled to make written representations to the Expert with regard to them within 10 Working Days of the parties' respective receipt of such copies.

12.8 Take Account of Agreement

The Expert shall be required to take into account the provisions of this Agreement.

12.9 Expert's Costs

The costs of appointing the Expert and his costs and disbursements in connection with his duties under this Agreement shall be shared between the parties in such proportions as the Expert shall determine or in the absence of such determination in equal proportions between them;

12.10 Expert's Incapacity

If the Expert becomes unable or unwilling to act then the procedure hereinbefore contained for an appointment of an Expert shall be repeated as often as necessary.

12.11 Disputes as to Legal Construction or Interpretation

Notwithstanding any other provisions of this Agreement any dispute as to legal construction or interpretation of this Agreement shall not be referred to the Expert but instead the parties shall submit to the jurisdiction of the courts of England and Wales.

13. INSOLVENCY AND TERMINATION

13.1 Default and insolvency

- Where a Developer Event of Default occurs the Council shall be entitled to serve written notice on the Developer to determine this Agreement.
- Where a Council Event of Default occurs the Developer shall be entitled to serve written notice on the Council to determine this Agreement.
- Where there is an Event of Insolvency in relation to either the Developer or the Council the other party shall be entitled to serve written notice on the other party to determine this Agreement.
- Where the Agreement for Lease is validly terminated either party shall be entitled to serve written notice on the other party to determine this agreement.

13.2 Effect of termination

- Any termination of this Agreement shall be without prejudice to the rights of one party in relation to antecedent breaches by another party.
- 13.2.2 The Developer shall, within 20 Working Days of the later of the valid termination or rescission of this Agreement, apply for the cancellation of all cautions, notices and other entries and registrations made by or on behalf of the Developer to protect this Agreement and the interest of the Developer in the Sites including those made at the Land Registry or the Land Charges Department of the Land Registry.
- 13.2.3 This clause 13.2 (Effect of Termination) shall continue to apply after any rescission or termination of this Agreement.

13.3 Funder Step In

13.3.1 The Council agrees that it shall not without first giving each Developer's Funder not less than 30 Working Days written notice exercise any right the Council may

- (a) terminate or rescind this Agreement; or
- (b) treat this Agreement as having been repudiated by the Developer; or
- (c) discontinue the performance of any obligations to be performed by the Council under this Agreement.
- 13.3.2 The Council's right to terminate this Agreement or treat this Agreement as being repudiated or discontinue performance of any obligations to be performed by the Council under this Agreement shall cease if within the period of notice described in clause 13.3.1 (subject to clause 13.3.3) the Developer's Funder shall give written notice to the Council requiring the Council not to terminate this Agreement or treat this Agreement as having been repudiated by the Developer or discontinue the performance of any obligations to be performed by the Council under this Agreement.
- 13.3.3 It shall be a condition of any notice given by the Developer's Funder under clause 13.3.2 that the Developer's Funder or the Funder's Nominee accepts liability for payment of any amounts payable to the Council under this Agreement and for performance of the Developer's obligations under this Agreement, including payment of any amounts properly due but paid at the date of such notice subject to the Developer's right to any abatement, set-off or counterclaim.
- Upon the issue of any notice by the Developer's Funder under clause 13.3.2 this Agreement shall continue in full force and effect and the Developer's Funder or the Funder's Nominee shall be liable to the Council under this Agreement in place of the Developer.
- 13.3.5 If any notice given by the Developer's Funder under clause 13.3.2 provides that the Funder's Nominee is to assume the Developer's obligations under this Agreement, the Developer's Funder shall (if the Council so requires (acting reasonably) where the Funder's Nominee is not able to demonstrate sufficient financial resource to enable it to complete the Development) be liable to the Council as guarantor for the payment of all sums from time to time due to the Council from the Funder's Nominee.
- 13.3.6 Notwithstanding clause 13.3.2 any notice served by the Developer's Funder on the Council under clause 13.3.1 shall be invalid and of no effect unless a similar notice has been simultaneously served by the Developer's Funder on the Developer;

13.4 Council Step In

- 13.4.1 If:
 - (a) a Developer Event of Default has occurred; and
 - (b) the Developer's Funder shall not have served any notice pursuant to clause 13.3

then the Council shall be entitled to assume responsibility for the management and completion of the Development in accordance with this clause 13.4 (Council Step In) by serving a notice in writing on the Developer and any Developer's Funder.

- Where the Council serves a notice pursuant to clause 13.4 the Council may exercise its rights of step in pursuant to all Collateral Warranties and/or Third Party Rights subject to
 - the Council exercising all such step in rights pursuant to its Collateral Warranties and/or Third Party Rights simultaneously; and
 - simultaneously exercising its rights under the Call Options under both Ground Leases.

14. RELATIONSHIP OF PARTIES

14.1 No Partnership or Joint Venture

This Agreement does not create nor shall it in any circumstances be taken as having created a partnership or joint venture between the parties.

14.2 No Agency Appointment

Neither party shall at any time hold itself out as the agent of the other party for any purposes and under no circumstances shall a party have the authority to bind the other party or hold itself out to the public, the Building Contractor, any member of the Professional Team or other third party as having such authority.

WAIVER

No failure or delay by any party to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of the same or some other right, power or remedy.

16. COSTS

16.1 Each Party to Bear own Costs

Each party shall bear its own costs in relation to entering into this Agreement.

17. COUNCIL'S REPRESENTATIONS

The Council warrants and represents to the Developer that:

- (a) it has full power and authority to enter into this Agreement;
- entering into and complying with its obligations in this Agreement will not be ultra vires its powers;
- (c) it is not required pursuant to any Statutory Requirement to seek any third party consents or approvals or to adopt any statutory process which it has not adopted prior to entering into this Agreement in either such case to enable it to lawfully enter into this Agreement without challenge of any sort.

18. DEVELOPER RELEASES

Upon the later of:

(a) issue of the last Certificate of Making Good Defects; and

(b) delivery of any outstanding Collateral Warranty Deeds; and

the Developer shall, save in respect of any pre-existing claim which has been notified to it in writing by the Council cease to have any liability in respect of the Developer's Works and/or in respect of future Defects arising in relation to the same.

19. ANTIQUITIES

Subject always to the provisions of the Ancient Monuments and Archaeological Areas Act 1979 and the Treasure Act 1996, any article of value or antiquity or remains of geological, historical or archaeological interest found on or in the Sites shall belong to the Developer.

20. INTELLECTUAL PROPERTY

20.1 Copyright Licence

The Developer hereby grants to the extent it is lawfully able and/or lawfully entitled to do so to the Council prior to the last Date of Practical Completion an irrevocable, royalty-free, non-exclusive licence to use all the Intellectual Property for any purpose in connection with the Reversionary Interests other than the reproduction of any design for an extension of Reversionary Interests. The Developer shall not be liable for any use of the Intellectual Property by the Council or its assignee or sub-licensee for any purpose other than that for which the same were prepared by or on behalf of the Developer.

20.2 Sub-Licences

Such licence shall include the right to grant sub-licences and shall be freely assignable by the Council and no copyright in respect of or lien upon any Design Data shall be claimed by the Council against the Developer.

21. DEDUCTION SCHEME

The Developer shall (to the extent that it is required by law to do so) and shall procure that the Building Contractor shall operate the deduction scheme for sub-contractors contained in Part 3 of the Finance Act 2004.

22. ACCESS FOR SURVEYS

The Council shall permit the Developer and/or its agents on not less than 48 hours' prior written notice at all reasonable times to have access onto any of the Council's Property with vehicles and all necessary plant, machinery and apparatus for the purposes of carrying out:

- surveys, tests and investigations (including drilling boreholes, digging trial pits, and any other intrusive investigations and taking soil samples); and
- (b) environmental assessments and similar studies including (without limitation) geological, archaeological and ecological surveys and landscape assessment;
- cutting, lopping, felling or pruning any trees on or at the Council's Property which are not the subject of a TPO;
- (d) without prejudice to the foregoing anything reasonably necessary in connection with the Planning Application and the obtaining of planning permission pursuant to the Planning Application;

(e) any works which do not constitute commencement of the Development for the purposes of Section 56 of the Planning Act

subject to the Developer observing the right of any third party occupying the Council's Property causing as little damage as possible to the Council's Property and forthwith making good any damage caused.

23. PLANS

23.1 Status of Plans

The location plans attached to this Agreement are for identification only and subject to adjustment by the Developer to reflect:

- 23.1.1 completion of title due diligence in respect of the Required Interests and the Council's Property (including in relation to the extent of ownership and boundaries;
- 23.1.2 the Satisfactory Planning Permission (and any variations thereto);
- 23.1.3 the final design plans for the Development and any variations thereto.

23.2 Replacement of any Plans

Subject to having given its prior written approval to material changes, the Council agrees to the substitution of any plans in any documents to which it is a party which are produced in accordance with this clause 23 (*Plans*) and shall if required execute any necessary deed of variation.

23.3 Plans Dispute

Any dispute between the Developer and the Council with regard to any plan produced in accordance with this clause 23 (*Plans*) shall be referred to an Expert for determination pursuant to clause 12 (*Disputes*).

24. COMMUNICATIONS

24.1 Communications in Writing

All Communications shall be in writing.

24.2 Delivery of Communications

A Communication from the Sender to the Recipient shall be duly made if in writing and addressed to the Recipient and delivered to the Recipient at its address as stated in this Agreement or as the Recipient may from time to time notify in writing to the Sender.

24.3 Timing of Delivery

A Communication may be delivered by registered or recorded delivery post and delivery shall be deemed to have been made on the second Working Day following the day of posting and for the avoidance of doubt does not include email.

25. NOTICES

25.1 Notices in Writing

Any notice required to be given under this Agreement pursuant to clause 13 (Insolvency and 25.1.1

- it is given by hand or sent by special or recorded delivery; and
- 25.1.2 it is served on the recipient at the address of that party shown in this Agreement in the United Kingdom or such other address for service in the United Kingdom specified in a notice given by the recipient to the other party. Time of Service

25.2

Unless it is returned through the postal service undelivered, a notice sent by special delivery or recorded delivery is treated as served on the second Working Day after posting whenever

25.3 No Service by Email

A notice or document given or delivered under this Agreement pursuant to clause 13 (Insolvency and Termination) by email shall not be validly given or delivered.

25.4 Copies of Notices

Copies of any notice shall also be served on the Council's Solicitors (in the case of a notice served on the Council) and the Developer's Solicitor (in the case of a notice served on the

26, VAT AND INTEREST

- Each amount stated to be payable by either party to the other under this Agreement is 26.1 exclusive of VAT (if any) and where validly chargeable by a party the other party will pay such VAT subject to receiving a valid VAT invoice in respect of the supply in question.
- All sums payable pursuant to this Agreement which are not paid on the due date for payment 26.2 shall bear interest at the Contract Rate from the date on which payment was due until the date

PARTIAL INVALIDITY 27.

If any provision of this Agreement is or is held to be invalid or unenforceable, then so far as it is invalid or unenforceable it has no effect and is deemed not to be included in this Agreement. This shall not invalidate any of the remaining provisions of this Agreement. The parties shall use all reasonable endeavours to replace any invalid or unenforceable provision by a valid provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

28. ENTIRE AGREEMENT

The parties acknowledge that this Agreement and any document annexed to or incorporated into it contains all the express terms of the agreement between them.

29. CONFIDENTIALITY

29.1 Confidential Nature

Subject to clause 30 (Freedom of Information and Transparency) this Agreement and its

29.2 Disclosure

Neither party shall disclose the terms of this Agreement or make or permit any announcement or publication to be made concerning this Agreement or its terms either in whole or in part or any comment or statement relating to this Agreement except: 29.2.1

- with the prior written consent of the other as to the form and content of any such announcement, publication, statement or comment;
- 29.2.2 as far as may be necessary for the proper performance of its obligations under this
- in connection with any dealing or proposed dealing with its interest; 29.2.3
- 29.2.4 for the obtaining of any United Kingdom or foreign regulatory or government authorisation, approval or consent for the acquisition, financing, letting or occupation of the Sites; 29.2.5
- as required by law or any relevant stock exchange or if ordered to do so by a Court or HM Revenue and Customs;
- 29.2.6 to its professional advisors;
- 29.2.7 to the extent that such information may already be in the public domain; or
- 29.2.8 to its shareholders, members or other beneficial owners;
- in the case of the Developer to any Developer's Funder; 29.2.9
- in the case of the Council, to any regulatory body to which it is subject. 29.2.10

FREEDOM OF INFORMATION AND TRANSPARENCY 30.

30.1 Freedom of Information Act

Notwithstanding the provisions of clause 31 (Anti-Bribery) the Developer acknowledges that the Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") (all as may be amended from time to time).

30.2 Developer Assistance

The Developer shall provide reasonable assistance to the Council in meeting any reasonable requests for information in relation to the Developer's Works of this Agreement which are made to the Council,

30.3 Disclosure of Information

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or the EIR, the content of this Agreement is not confidential information for the purposes of clause 29.2 (Disclosure) and the Developer consents to the Council publishing this Agreement in its entirety if obligated to do so under FOIA or EIR (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA or EIR redacted) to the general public. ANTI-BRIBERY

31.

Each party shall comply with all Bribery Laws and shall in particular have and maintain in place throughout the term of this Agreement adequate policies and procedures to help ensure that parties and any person who performs or has performed services for or on behalf of that party in connection with this Agreement (including all employees, officers, agents, consultants and sub-contractors of that party) comply with such Bribery Laws and enforce

NOT TO OBJECT, CO-OPERATION, INFORMATION AND ENFORCEMENT 32.

32.1 General Good Faith

Each party undertakes to co-operate in good faith with the others to facilitate the proper performance of this Agreement and the transactions contemplated under it and in particular 32.1.1

- use all reasonable endeavours to avoid unnecessary disputes and claims against
- not interfere with the rights of the other party and its servants, agents, 32.1.2 representatives, contractors or sub-contractors (of any tier) on its behalf in performing its obligations under this Agreement or in any other way hinder or prevent such other party or its servants, agents, representatives or sub-contractors on its behalf from performing those obligations; and
- 32.1.3 offer reasonable assistance to the other party (and their servants, agents, representatives or sub-contractors) to enable them to perform those obligations so far as is reasonably practicable and subject to the party providing such assistance

32.2 Mutual Co-operation

Without prejudice to any other provision in this Agreement, the parties acknowledge that the size, scope and complexity of the Development means that unforeseen matters material to the joint aims of the parties to achieve the Objectives may arise which will require the co-operation of the parties to satisfactorily resolve and in such event the parties agree that they shall with all due expedition apply reasonable endeavours to work together to resolve such matters on a reasonable basis which is mutually satisfactory and in accordance with the Objectives but if a satisfactory resolution cannot be found then determination of what shall be satisfactory in the circumstances shall be referred to determination by an Expert pursuant to

32.3 Minimising Costs

Without prejudice to Clause 38.2 (Mutual Co-operation) the parties agree that they shall cooperate together in relation to any arrangements anticipated by this agreement to minimise costs and expenditure incurred by either party and including:

- SDLT costs and where the Developer and the Council will to the extent possible 32.3.1 ensure that additional SDLT is avoided where direct transfers or assurance and/or sub-sale arrangements or other legal structures can be implemented to avoid unnecessary additional of duplicated SDLT; and
- 32.3.2 minimising or avoiding irrecoverable VAT

COUNCIL AS LOCAL AUTHORITY 33.

Nothing herein contained or implied shall prejudice or affect any of the statutory rights, powers or duties for the time being vested in the Council as local authority for the area in which the Sites are located (including without limitation its rights, powers or duties as a local planning authority) and all such rights, powers and duties shall in regard to the Sites and any planning authority) and an such rights, powers and duties share in regard to the office and buildings thereon or the occupiers thereof be enforceable and exercisable by the Council as fully and freely as if this Agreement had not been executed and any consent or approval given by or under this Agreement shall be deemed a consent or approval by the Council as owner of INDEMNITY

34.

The Developer shall indemnify and keep indemnified the Council against all actions, the Developer shall indeninity and keep indeninitied the Council against an actions, damages, costs, claims, demands and liability whatsoever arising directly or indirectly in relation to the Development in consequence of: (a)

- the Developer exercising any rights pursuant to clause 5 (Licence to Enter the Retained Property), clause 6 (License Pending Grant) and clause 7 (Off Site Access);
- a breach by the Developer of its obligations contained herein; (b)
- (c) the death of or personal injury to any person whether engaged in the carrying out of the Development or otherwise unless the same shall arise from any wilful or negligent act or omission of the Council or of any person acting for or under the control of the Council provided
- (i) the Council shall take all reasonable steps (insofar as the Council is properly able so to do) to mitigate any loss or liability in respect of which it may seek an indemnity under this clause;
- the Council shall not admit any liability nor take any steps to (ii) compromise or settle any claim in respect of which it would seek to be indemnified under this clause without the prior written consent of the Developer (such consent not to be unreasonably withheld or delayed) (iii)
- with the Council's written agreement the Council shall permit the Developer to take over and conduct in the name of the Council the defence or settlement of any such claim; and

(iv) upon becoming aware of any occurrence giving rise to a claim under this clause the Council shall as soon as reasonably practicable give to the Developer all due and proper information and assistance (insofar as the Council is properly required to do so) in connection with any such claim subject to the costs of any such claim being borne and payable by the Developer.

35. THIRD PARTIES

Unless expressly stated, nothing in this Agreement will create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

36. GOVERNEYG LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its formation shall be governed by and in accordance with the law of England and Wales.

In witness whereof this Agreement has been duly executed as a deed

Executed as a Deed under the Common Scal of Woking Borough Council

Mayor

Head of Democratic and Legal Services

Executed as a Deed by Ogoldev Woking Limited acting by

In the presence of:

Witness signature

Witness address:

SCHEDULE 1

Development Obligations

1. Commencement and completion

- 1.1 Commencement of Work
- 1.1.1 The Developer is under no obligation to the Council to commence the Developer's Works.
- 1.1.2 In the event that the Developer wishes to commence the Developer's Works, it shall notify the Council of:-
 - (a) that intention, and
 - (b) the status of its funding to include sufficient information to enable the Council to decide (acting reasonably) whether the Developer holds and/or has access to through debt and/or equity sufficient funding to enable it to carry out and complete the Developer's Works in accordance with this Agreement ("Funding Notice").
- 1.1.3 The Council shall within 20 Working Days of the date of the Funding Notice notify the Developer whether or not (acting reasonably) it considers that the Developer holds and/or has access to sufficient funding and, if it does not, the reasons for that view.
- 1.1.4 If the Council serves notice on the Developer approving the Funding Notice, or the Council fails to respond to the Funding Notice within the said 20 Working Days' period, the Developer may commence the Developer's Works.
- 1.1.5 If the Council notifies the Developer (with reasons) within the said 20 Working Days' period that the Council (acting reasonably) does not consider that the Developer holds sufficient funding, then the Developer shall not commence the Developer's Works and may:
 - submit a further Funding Notice in which case the provisions of Paragraph
 1.1.2 shall be repeated; or
 - (b) at any time terminate this Agreement by notice served on the Council.
- 1.1.6 Any dispute as to this paragraph 1.1 shall be dealt with in accordance with clause 12 (Disputes).
- 1.2 Notice of Commencement of Work

Subject to having complied with paragraph 1.1 of this Schedule, the Developer shall:

- (a) give to the Council 5 Working Days' notice of the date upon which it is intended to commence the Developer's Works; and
- (b) procure that the Council shall be kept informed of the progress of the Developer's Works and of any delays; and
- (c) give to the Council full details in writing of the causes of any delay.

1.3 Completion of Works

The Developer shall use reasonable endeavours to procure that the:

- (a) Developer's Works are completed by the Final Target Date; and
- (b) the Specified Dwellings are completed within 3 years of commencement of the Developer's Works subject to delays due to Events of Delay.

2. Extensions of time

If on one or more occasions the carrying out of the Developer's Works is delayed in consequence of any Event of Delay then on each such occasion the Final Target Date shall be extended by an equivalent amount of time as a result of the Event of Delay and the Final Target Date shall be postponed accordingly.

3. Carrying out the Developer's Works

3.1 Standard of Works

The Developer shall procure that the Developer's Works are carried out and completed:

- (a) in a good and workmanlike manner;
- (b) using good quality and suitable materials;
- (c) without using any materials or substances that are not in accordance with relevant British or European codes of practice or generally known within the construction industry to be dangerous or hazardous to health and safety or deleterious to the integrity or durability of the Developer's Works (or any part(s) thereof) in the particular circumstances in which they are used or which are otherwise not in accordance with legal and regulatory requirements and/or the guidelines contained in the edition of the publication 'Good Practice in the Selection of Construction Materials' published by The British Council for Offices current at the date of this Agreement;
- in such a manner that the rights of owners or occupiers of any adjoining or neighbouring property are not materially infringed;
- in compliance with the Satisfactory Planning Permission and the Necessary Consents;
- (f) in compliance with all Statutory Requirements;
- in compliance with all Statutory Agreements.

3.2 Developer's Precautions

The Developer shall, in carrying out the Developer's Works, take all such precautions as shall be reasonably practicable and necessary to avoid nuisance, annoyance, inconvenience, injury, loss or danger to or interference with the public or any owners or occupiers of adjoining or neighbouring property or any other persons.

4. CDM Regulations

If and to the extent the CDM Regulations apply to the Developer's Works the Developer:

- 4.1 shall comply with the CDM Regulations in relation to the Developer's Works and the Sites:
- 4.2 shall indemnify the Council against all liabilities arising wholly or partly, directly or indirectly, in respect of any breach by the Developer of the CDM Regulations;
- 4.3 shall carry out the role of 'Client' pursuant to the CDM Regulations;
- 4.4 must provide to the Council (on Final Practical Completion of the Developer's Works) a copy of any Health and Safety File relating to the Developer's Works.

5. Insurance

5.1 Maintain Insurance

The Developer shall insure the Developer's Works and all goods and materials on the Sites, which are intended to form part of the Developer's Works during the Development Period in their full reinstatement or (as appropriate) replacement cost (together with the matters set out in paragraph 5.2 of this Schedule) against damage by the Insured Risks with such insurer.

5.2 Level of Insurance

The sum insured shall include:

- (a) professional fees;
- (b) the cost of demolition, shoring up and site clearance works;
- (c) VAT.

5.3 Supply Copy Policy

The Developer must on demand (but not more than once in any six-month period of the Development) give the Council evidence of cover under the current insurance policy.

6. Practical Completion

The Developer must ensure that a copy of each Certificate of Practical Completion issued by the Contract Administrator is supplied to the Council and the Council's Surveyor promptly following each Date of Practical Completion, together with a copy of any Snagging List.

7. Defects liability

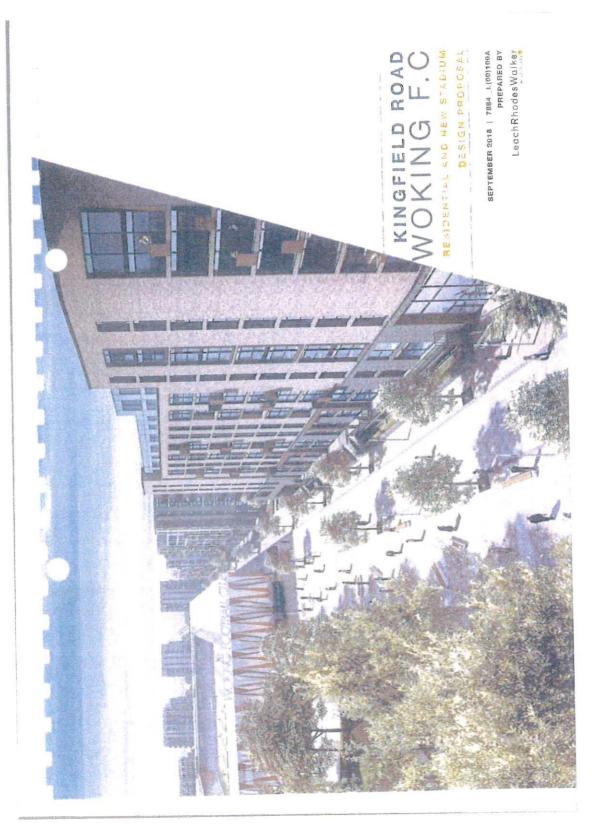
The Developer shall require the Building Contractor to make good all Defects (and the Council shall grant the Building Contractor appropriate rights to enter upon the Sites for that purpose) and the Developer shall at its own cost make good any Defects not remedied by the Building Contractor.

8. Notice of Making Good Defects

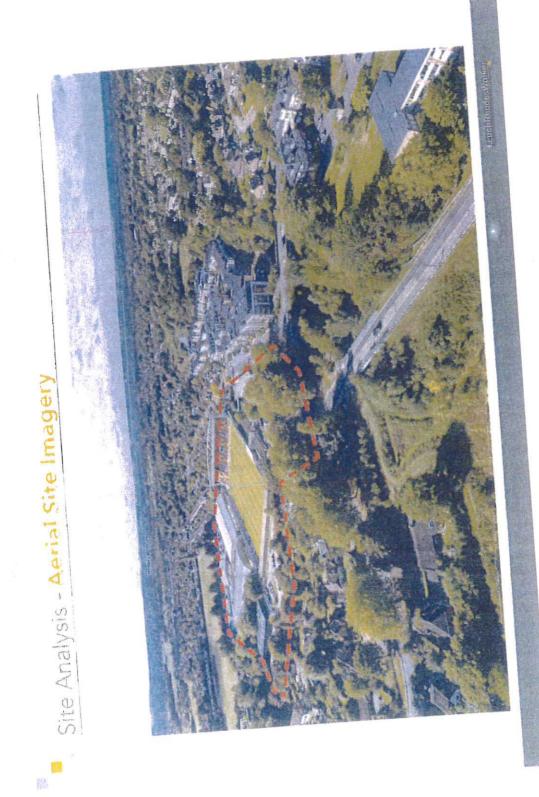
The Developer must ensure that a copy of each Certificate of Making Good Defects issued by the Contract Administrator is supplied to the Council and the Council's Surveyor promptly following its issue.

Appendix 1

Concept Design Document



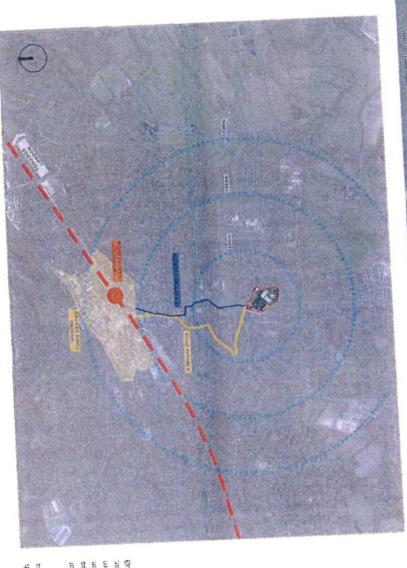
Site Analysis.



Site Analysis - Site Context

The site is located just 1000m South or Woking Town Centre, only a 6-minute drive away.

It benefits from a nigh degree of connectivity, bang only 25 infruition away from London Waterloo Station by train, 30 minutes away from London Heathrow Airport by car, and is easily accessed from the M8 and M25 motorwäys.



Existing Site Conditions

Site Analysis - Site Location

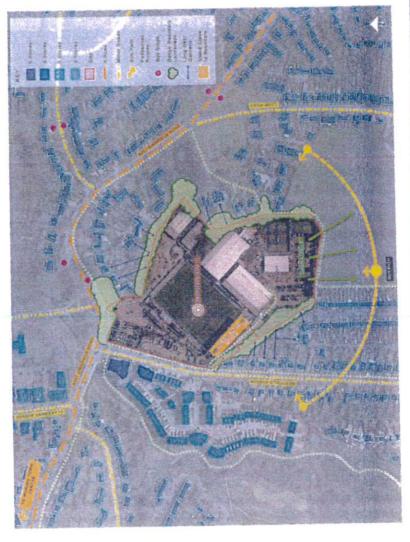
Key Characteristics

Large site occupied by football ground and collection of large buildings

Danse boundary landscape to existing residential and Kingfield Road

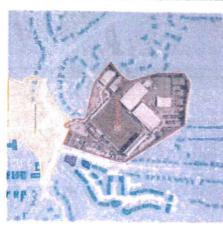
Long rear gardens to existing residential

Large soate stand in close proximity to boundary Open aspect to the South



Existing Site Conditions

Site Analysis - Site Boundary - North











Pandand beyond

No neighbouring properties apposite the Northern boundary

Site entrance is screened by significant mature trees

Site Analysis - Site Boundary - North Rear Gardens

2. Rear Gardens (North)

題



Detached residential nomes front Kingfield Road

Significant from and rear gardens

25m to 50m rear gardens

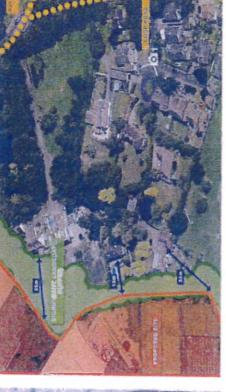
Significant landscape boundary to she permeter

New development will be set within the site



Site Analysis - Site Boundary - East Rear Gardens







Houses are set a significant distance from the site boundary.

Set within large grounds Substantial Properties

Large distances from properties to site boundary

Boundary has major tree planting





Site Analysis - Site Boundary - Southern Open Aspect

4. Land to the South









No visual impacts on adjacent properties.

Site Analysis - Site Boundary - Western Properties not on roads EN PROPERTY OF THE PROPERTY OF

5. Rear Gardens (West)

器









- Significant landscape to the boundary
- Cambris increase in depth as you move to the South
- Predominantly bungalows that front Westfield Averue
- Existing stand sits very close to the boundary Existing stand is over 4 storeys tall
- Existing stand has large brank face facing the lear garders
- Any new buildings will seem tall against the Bungalows

Site Analysis - Site Boundary - West to Westfield Avenue



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Contemporary Modern Urban Developament

5 Stareys, droping to 4 Stareys to 3 Stareys on very generous street widths





Site Analysis - Existing Site Photographs

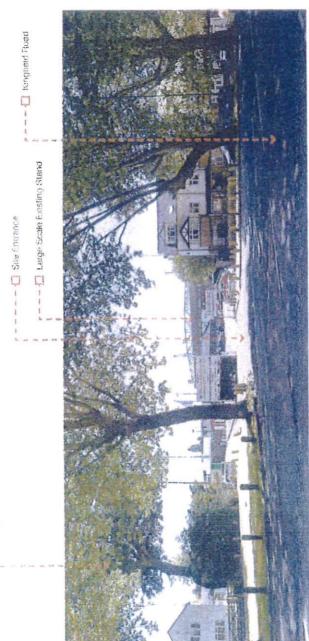
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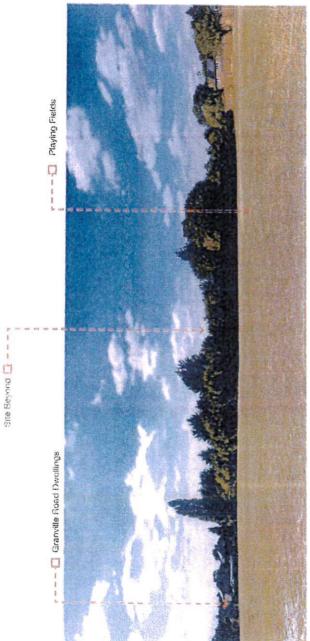
View 01. Corner of Kingifeld Road and Weerfield Avenue

Site Analysis - Existing Site Photographs

---- Derst Trea Cariopy of Site Boundary



View 02. Site Entrance



view 03. Across playing fields

Control of the Contro

Site Analysis - Existing Site Photographs



Mew 04. Hear of chanville Foad dwellings overlocking the playingliebbs

Site Analysis - Existing Site Photographs

Significant Scale Stand 🔲 ---



View 05 Granville Foad

Significant scale windowless 🕒 – stato diego, on site

Site Analysis - Existing Site Photographs

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5 Storey Apartments D - -

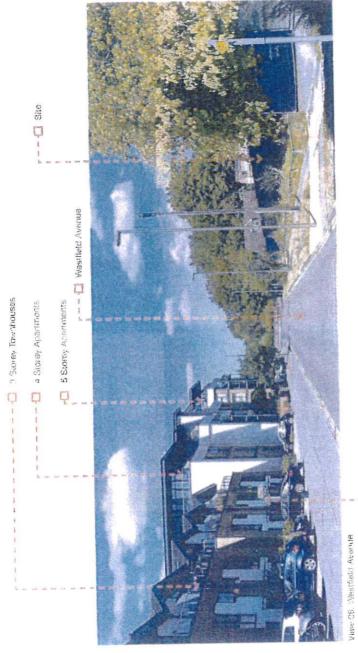


View (#), Westfield Road



LeachRhodesWalke

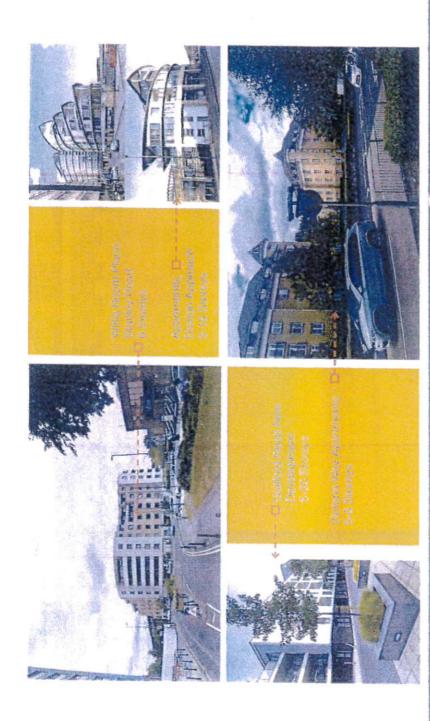
Site Analysis - Existing Site Photographs



Contemporary Homes

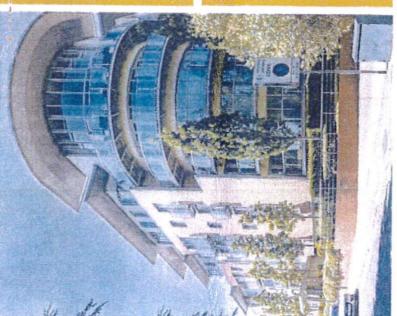
Site Analysis - Local Similar Scale Buildings

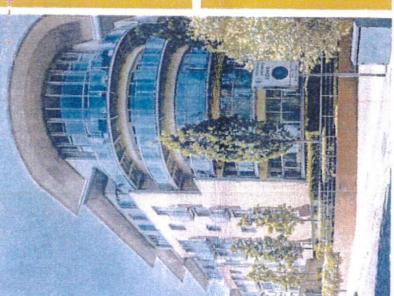
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Site Analysis - Local Similar Scale Buildings







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Section

Proposed Design - Introduction

Development consists of following key strategies:

- Resident and New Football stadium separated are at 14 1 14 14 14 10 10 10 10 10
- The new football Stadium is moved to the East
- 3 This creates an appearuntly for a 1000, Central asset in correcong to kingfield Road.
- New stadium fronts 2 existing site boundaries
- The stadisting is lower on these 2 sides where it adjoins exemplies denial
- 6 Residential sin two distinct areas
- Teew residential and the control in residential areas
- Besidential fronts EXISTING highways and open space to the south minimising impact on other surrounding residential





Proposed Design - Introduction (Continued)

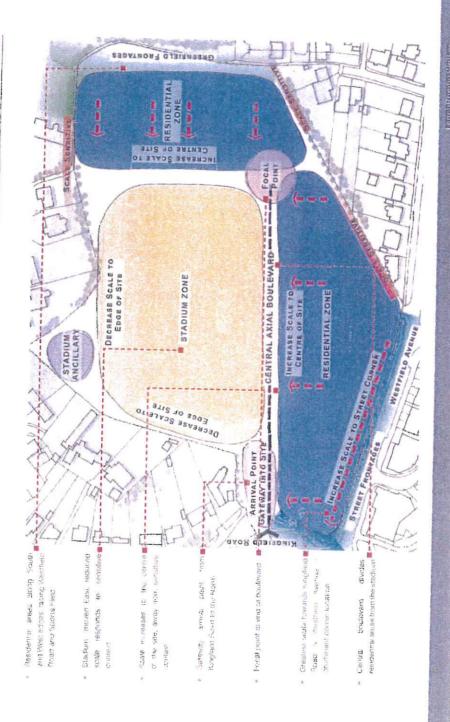
9 New roads untegrate the success or my the exist gone on a

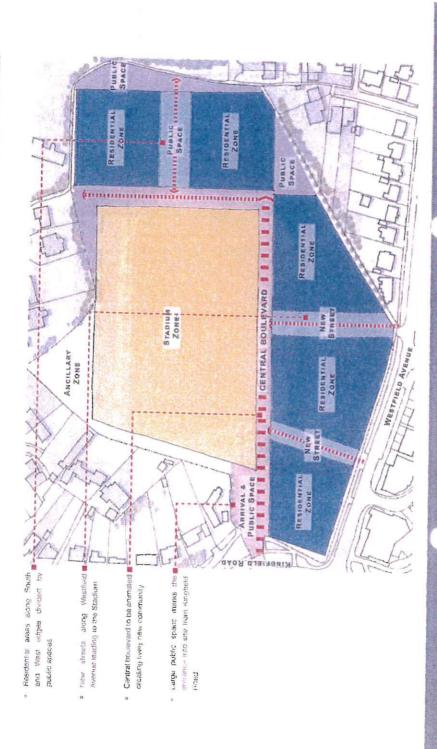
10 Introduction or diverse mix of units. Studios, One-bedroom and two-bedroom Apartments, and two-bedroom Duplaxes and towntouses 12 New residential units provung a Vibrant character to the streets and allow passive surveillance. 11 New residential units from streets with a vive frontage and hine carrs below buildings

13. Parking hiis brien integraled within the residential 50 %. It a hall-innation podom, with amenity space above

15 Scale responds to surepulging scale







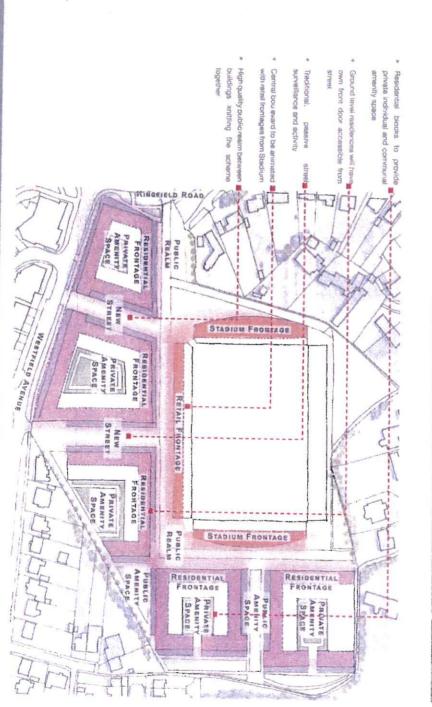




Lour Dennades Walk

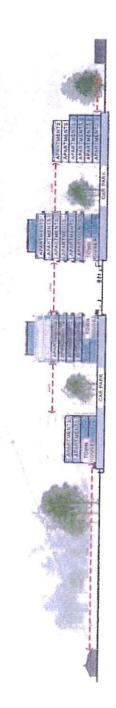
Proposed Design - Concept

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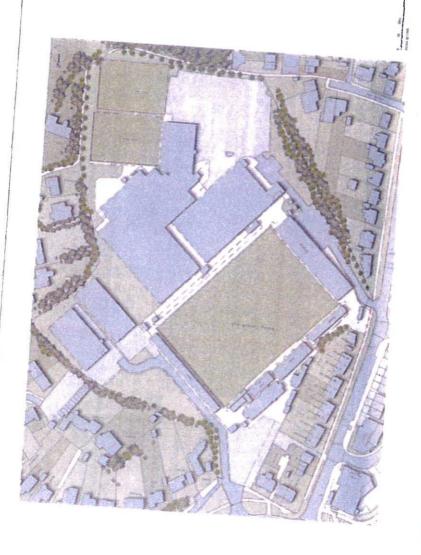
Proposed Design - Concept

- Daze leve, units provide family housing have own trait * High quality public realm and green tandshape provided * Blocks prentation kept N-S to martinise North facing entrance incretis, animating the frontages between residential broaks.
 - Private communal amenity space provided in the * Parking provided undernealb the blocks, screened away * Block orientation maximises natural light into residences from view countyards between plocks
- Roofs to be randscaped and accessible to residents
 Distances between blocks at rain 20 meters
- and into countyard spaces
- Block orientations minimises overshadowing

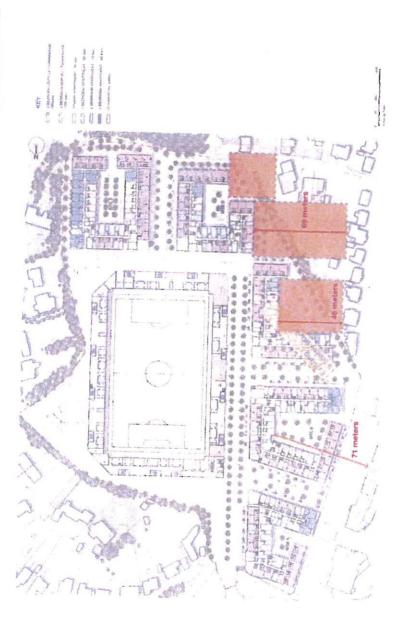


Proposals



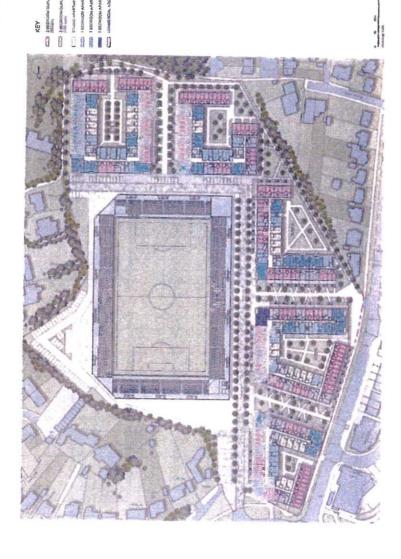


Proposals - Ground Floor Site Plan

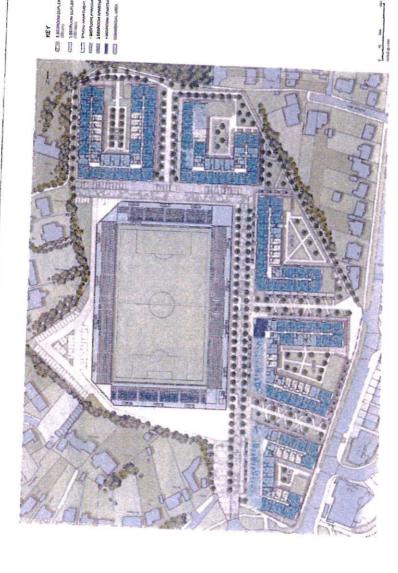


Proposals - Parking Provision Site Plan

Proposals - First Ploor Site Plan

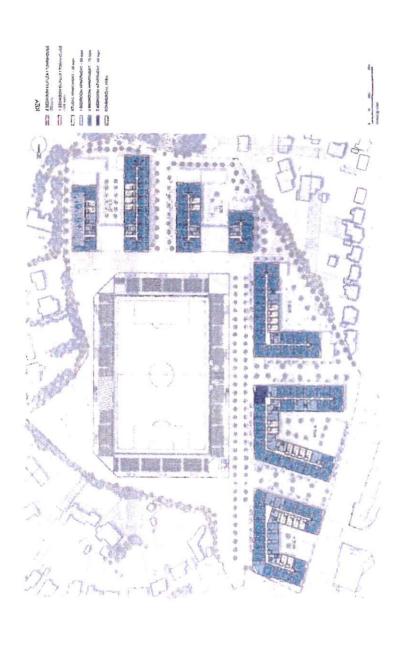


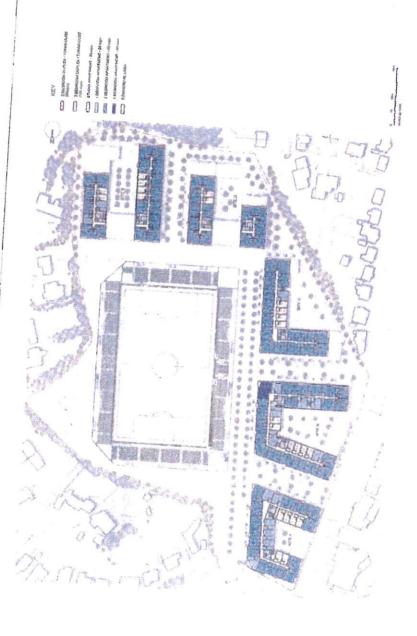
Proposals - Second Floor Site Plan



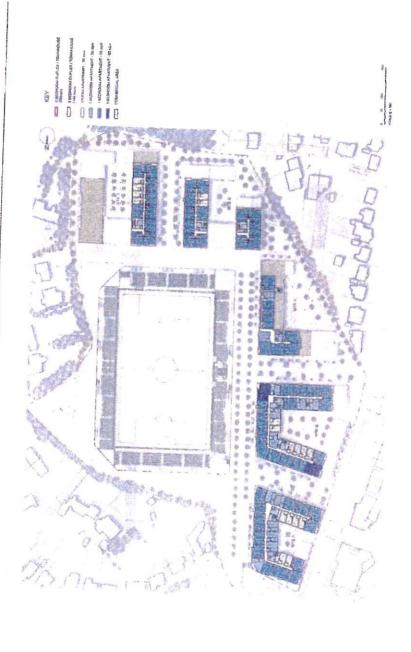


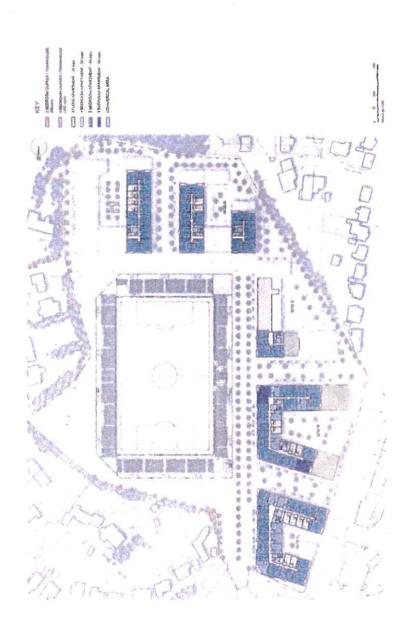
Proposals - Fourth Floor Site Plan



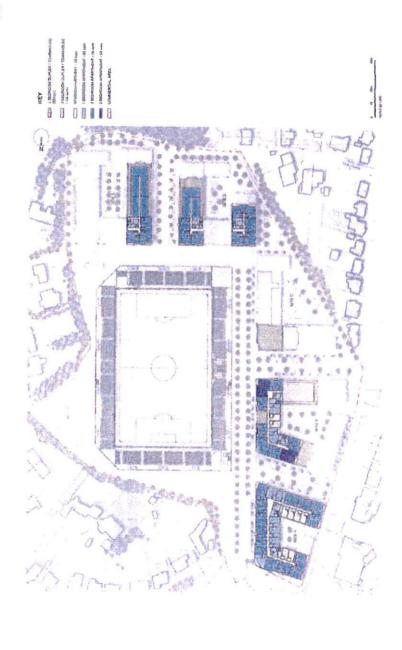


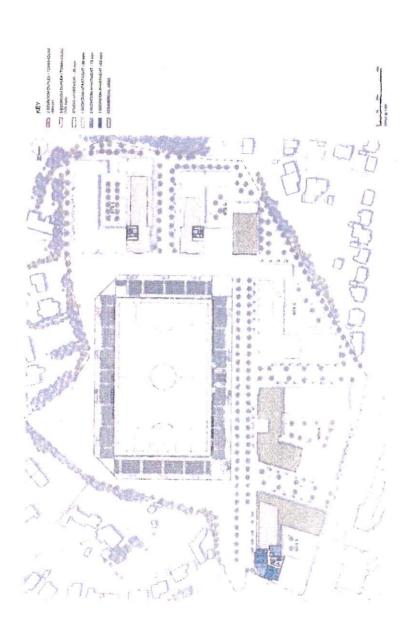
Proposals - Fifth Floor Site Plan

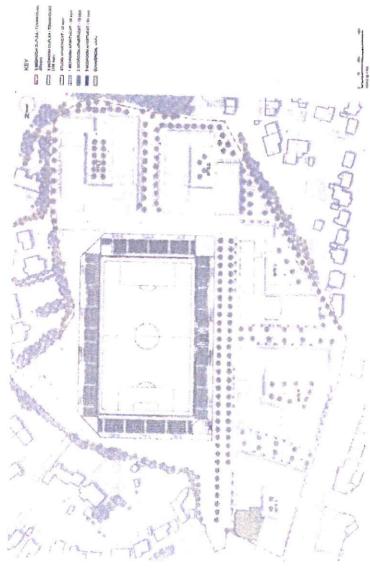












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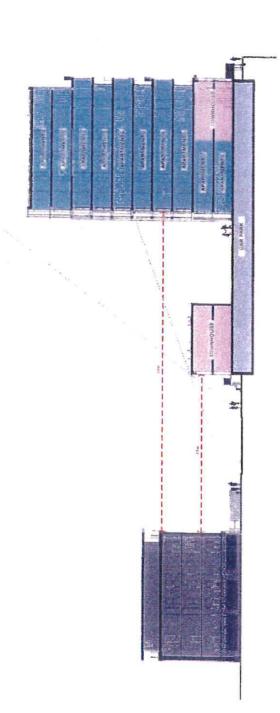
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Proposals - Westfield Avenue Section

- Base revet units provide ramily housing, have own front * High quality public restinant green landscape provided * Blocks orientation kept N-S to minimise Month facing entrance from the new streets animating the frontages between residential Blocks.
- Private communal smently space provided in the ** Parking provided underneath the blocks, sprence away ** Block orientation maximises natural ight into residence. from view

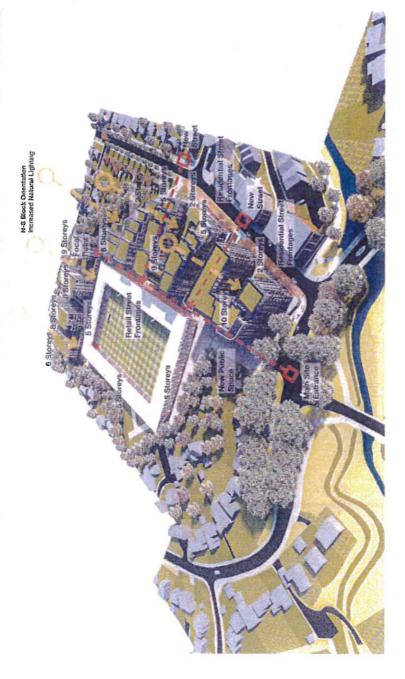
- Floots to be landscaped and accessible to residents Distances between blocks and existing at min. 27 meters, Block onsertations minimises overshadowing the taller blocks are set back from Westfield Avenue at nin 60 meters
- and into courtyard spaces

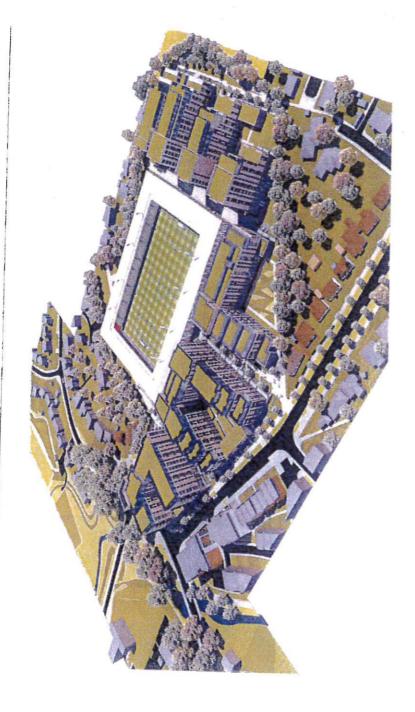












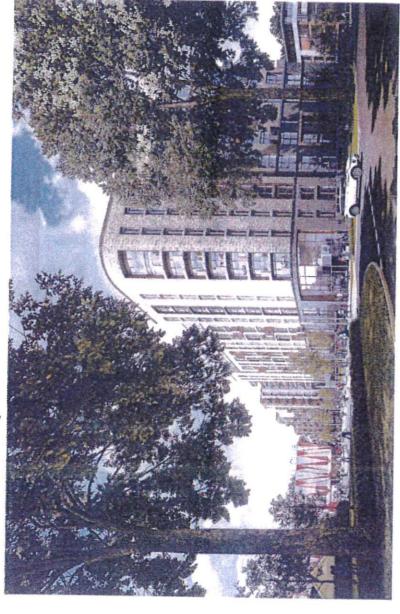


Proposals - State & Massing



Proposals - CG: View

View from existing entrance on Kingfield Road



* Proposals - CGI View

Proposed entrance into the site from Westfield Avenue







View from proposed internal street











Approach to the site from Kingfield Road















View along Westfield Avenue







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View from Acer Grove





View along Westfield Avenue



View from Kinglield Road down Westlield Avenue









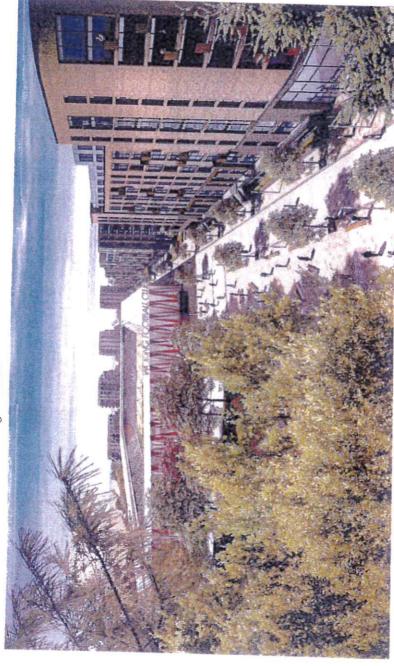
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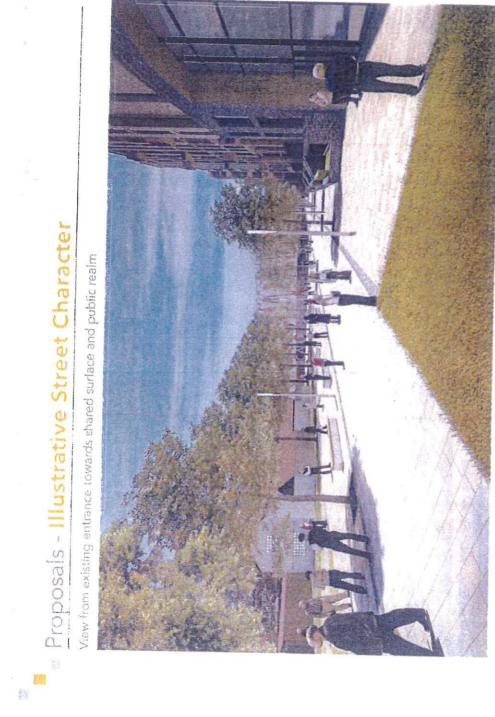
View from existing entrance on Kingfield Road

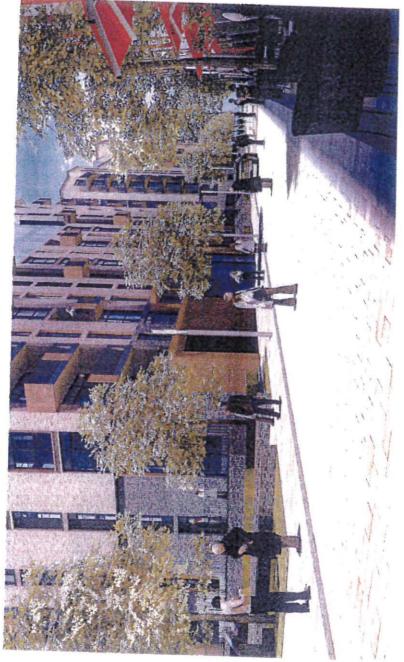




View into to site from above the existing entrance







Proposals - Mustrative Strout Character

View across Loop Road Sports Field.

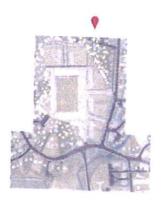




Proposals - Illustrative Street Character

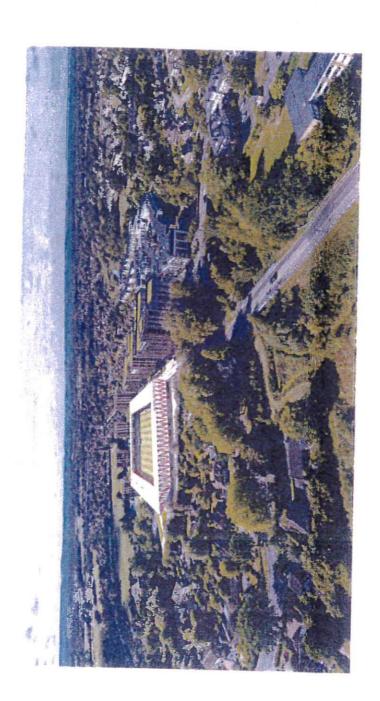
View down Granville Road.

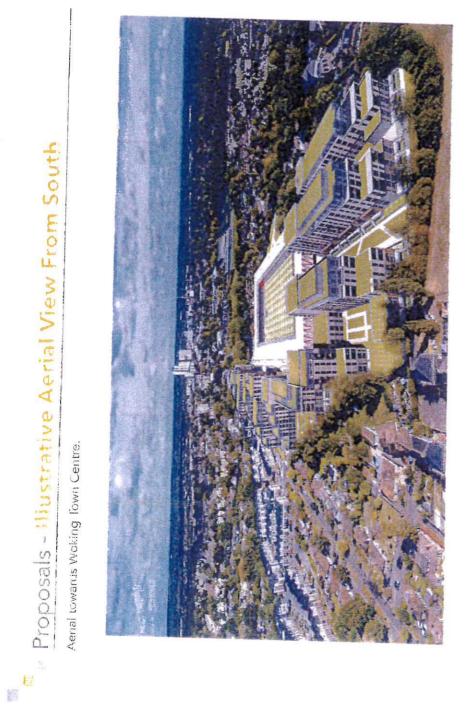




Proposals - "Ilustrative Aerial View From North

Aerial from the direction of Woking Town Centre.







Use & Amount.

Use & Amount - Accommodation Summary

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SIIE .	Studio	1 8ED	28ED	38ED	2BED DUPLEX	TOWN	RESIDENCES	PARKING
чŧ	8	5.3		MACONING WASHINGTON	200	HOUSE		
10	8.54	-			Ą	9	230	36
٥	22		A PACIFICATION	77	17	6	238	138
٥	138	7 0			77	7	133	114
y	52	24			17	M1	191	108
n Street Parking	1	Modelline and Market		SPECIFICAL STATES	16	89	ÇE2	138
TOTAL	190	152	506	12	11	Ç	Š	9
	20%	16%	22%	37	Blk.	2.8%	S.	624

STADIUM SITE

Stadium Capacity Commercial Units Parking

10,649 person capacity 6,232 sqtt 65 spaces

Precedents.

Precedent - Building Treatment

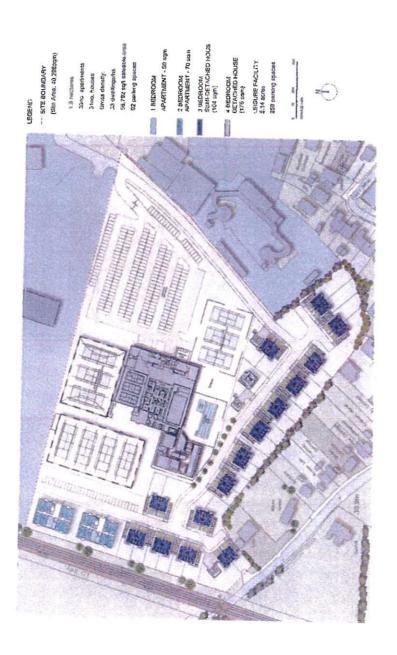


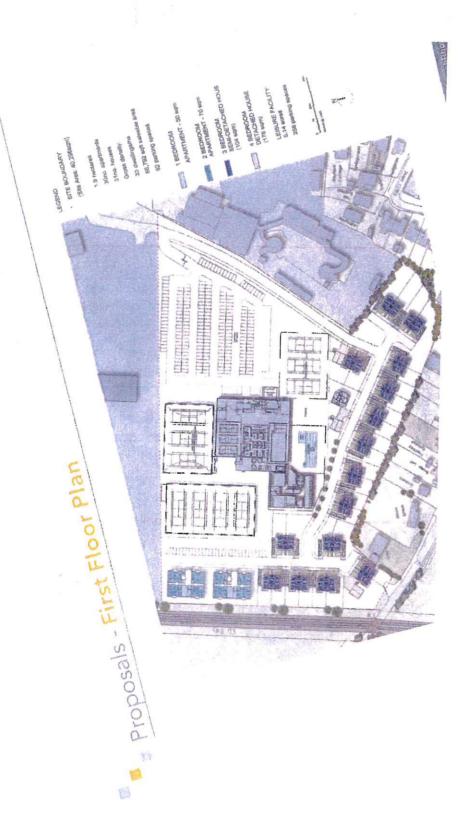


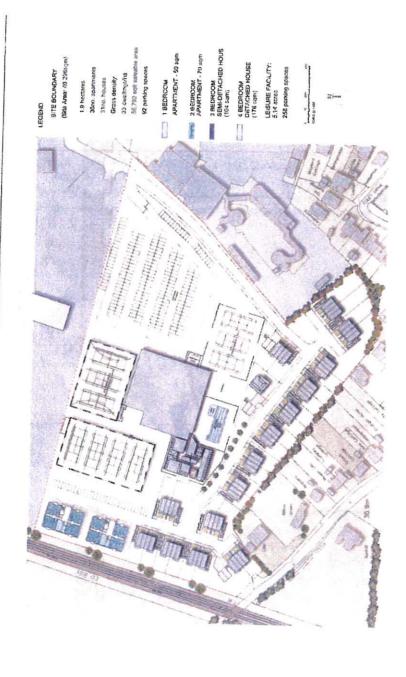


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Egley Road Site,







proposals - Roof plan

SITE BOUNDARY
SITE BOUNDARY
SAM AINEL AD 200/8007

Proposals - Marrerplan

Egley Road Site Summary total Net Internal Area

54.348 sqft

9	24	1 00	,	T	61
fotel no. Loed flats	total no. 2bed flats	total no 3bed houses	total no. 4bed houses	total no.of dwellings	

5.14 acre 258 David Eloyd site area Parking spaces

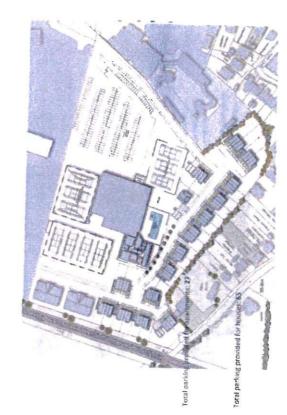
1.9 ha 32 dw/ha

site area residential

Sharments.	sqm	agfi	_	110.
		300	3,229	9
		1,680	18,083	24
	total	1980	21312	30
	Ebs	sqft		ng,
3bed house		3120	33,584	30
4bed house		176	1894	1
	total	3296	35478	11

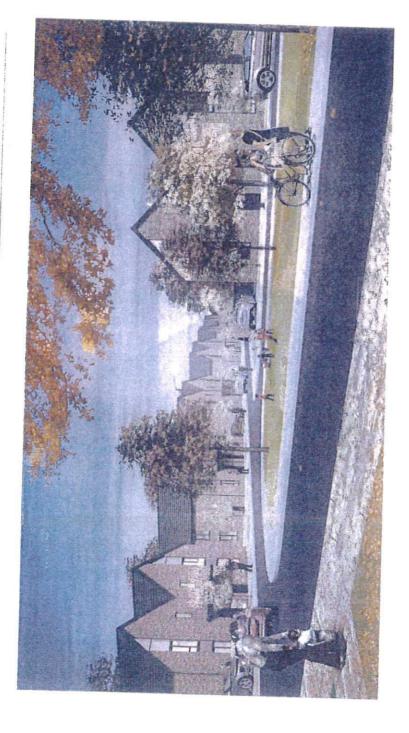
Note: Residential car parking prouded in accordance with the Working Borough Councils emerging parking standards contained in the Draft Parking Standards Supplement Planning Document of March 2017

	Tetal \$1.5 m2 72.1 m2 95.0 m2
.9	2
madurds plus 3	35. 1.5 m2 2.1 m2 2.5 m2 3.2 m2
space su	£143
based on the London Plan if architectural façade artic	London Plan Sters. 50 m.2 70 m.2 98 m.E 100 m.d
med for the flate L	Jack Jack Jacks Ables



The Brief requires 600,660 soft of residential Net Internal Area (Kingfeld and Edley Road combined), the current proposals achieve 604,334 soft

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Proposals - Visual

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info@irw.co.uk | www.irw.co.uk

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Appendix 2

Off Site Access Plan

HM Land Registry Current title plan

Title number SY522016 Ordnance Survey map reference TQ0057SE Scale 1:1250 Administrative area Surrey: Woking





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Appendix 3 New Stadium Specification





The Woking Community Stadium

Functional Specification Document

Version 4

28 June 2018

The Functional Specification Document (FSD) specifies the functions that the stadium design should seek to provide. This clarifies and defines the daily operational requirements in terms of use and space, coupled with associated cost estimates. The FSD is to aid the architects in their initial design process.

The document has been prepared by Rockvolt in association with Woking Football Club.

Contents

- 1. Community Development
- English Football League Compliance
- 3. Build Cost
- Match Day and Event Access / Egress
- 5. Pitch Specification
- 6. Bowl Specification
- 7. Spectator Facilities
- 8. Hospitality Facilities
- Technical Facilities
- 10. Associated Facilities

Community Development

1.1. The development theme and design principle will be focused on the community. The stadium, residential and retail mix will deliver significant benefits to the Kingfield area to the south of Woking centre. The heart of the development will be the new Community Stadium which will be the fulcrum to developing enterprise, commercial progression, residential enhancement and community improvements.

2. English Football League Compliance

2.1. As a minimum the stadium must comply with the English Football League (EFL) Membership Criteria (Regulation 8) for a League One Club. Set out in the rest of this document are more specific details that either exceed those requirements or where criteria requirements are not specified in detail.

3. Build Cost

- 3.1. The development budget for the stadium has been allocated at £10m. This equates in development cost to £1k per seat. This figure is lower than other similar stadium build projects due to a significant number of building costs being attributed to the overall scheme and therefore excluded from direct association with the stadium. These include, but are not limited to:
 - 3.1.1. Break ground and preliminaries associated with works
 - 3.1.2. Demolition and clearance of the site
 - 3.1.3. Supply of main utilities to the site, including electricity, gas, water and sewage
 - 3.1.4. Excavations that are not directly concerned with the pitch or stands
 - 3.1.5. Building of shared wall structures where the football stands back onto the residential flats

4. Match Day and Event Access / Egress

- 4.1. The site should be accessible from each side of the ground to speed up match day and event access and egress. The majority of turnstiles should be accessed by smart cards but retaining some cash turnstiles for occasional walk up fans. All turnstiles must have accurate counting systems.
- 4.2. There should be the potential to introduce a security screening zone before the turnstiles are reached for high profile or high risk matches.
- 4.3. There should be a separate access and egress route for away supporters with their own dedicated turnstiles.
- 4.4. There should be a point of access for load-in vehicles to service any on-pitch events, such as community festivals and concerts.
- 4.5. There must be sufficient, adequate routes for emergency vehicles leading to and from all buildings and areas within the stadium footprint.

5. Pitch Specification

- 5.1. The pitch should be turf reinforced with a plastic fibre, such as Desso Grassmaster or SISGrass
- 5.2. Consideration of an artificial pitch (FIFA Quality Pro) is worth reviewing with regard to the immediate extensive community use and the potential of EFL League 1 and 2 regulations changing to allow professional use.

Element	Specification	Dimensions	Cost
Pitch	Desso or SIS installation. To be used for football and rugby – undersoil heating to be considered	Pitch area including surrounds to be 120m x 80m – actual football playing surface to be 105m x 68m and rugby 100m x 70m plus 10m try zones each end	£500k-£1m depending on system chosen
Grass Growing Lighting	3 x lighting rigs, preferably utilising LED technology rather than HPS lamps due to running costs, to aid grass growth with pitch side electrical sockets	rigs are 10m x 1m	£50k per rig = £150k
Integrated Pitch Irrigation & Orainage System	To ensure pitch can be watered easily and ensure good drainage – system to be developed to minimise environmental impact		£120-150k

6. Bowl Specification

- 6.1. The bowl design and associated crowd infrastructure should reflect the latest draft version of the Green Guide (6th Edition) which was published for consultation on 12 March 2018.
- 6.2. Seat widths must reflect the guidelines at 500mm and seating row depth must be 800mm.
- 6.3. The seating bowl design should aim to maximise the number of seats with C values of between 90 and 120. (Please note: the C-value, which is an equation that calculates the vertical distance from a spectator's eyes to sightline of the spectator directly behind, helps produce the required rake of the stands.)
- 6.4. The design will ensure there are no obstructed views within the seating bowl.

- 6.5. The stadium will accommodate 10,000 seated fans in accordance with legislation and guidelines. This will include accommodation for disabled and mobility impaired supporters.
- 6.6. With regard to Safe Standing, the current legislation is currently being reviewed and therefore will be considered in due course, if required.
- 6.7. LED lighting at lux 800 to comply with TV requirements for match day.

7. Spectator Facilities

- 7.1. The new stadium must ensure that spectator facilities are of a good standard and encourage fans to arrive early and enjoy their match day experience.
- 7.2. Catering outlets should be designed so that there is one service point per 150 spectators. Not all of these service points need to be permanent but areas designated for pop up or mobile catering units must be designed with access to power, water, waste and data points. As far as possible the cellar cool rooms should be immediately adjacent to the bar area to minimise beer line waste at the

Element	- - Gameation	Dimensions	
Food/Ba Outlets	One service point per 150 spectators - outlets should have at least two and no more than 10 service points - at least two thirds of outlets must be able to serve food (i.e. no more than one third of outlets may sell beer only)	1 service point = 1 linear metre of counter space	Cost
Food Outlets	At least half of the food outlets should be able to serve hot, freshly cooked food such as burgers, chips, pizza, (i.e. not just reheated pies or hot dogs)	Minimum 2 outlets per stand	£50k-£100k per outlet
Bar Outlets	Bar outlets should include some form of rapid dispense system for beer dispense		£50-£70k per outlet
Disabled Access	All outlets must include an accessible service point		

7.3. There should be adequate space in the concourse adjacent to the outlets to allow spectators to enjoy their food and drink.

8. Hospitality Facilities

- 8.1. Before the design is finalised a market study and demand analysis should clarify the specific number of premium seats and facilities required.
- 8.2. A hospitality lounge should be able to accommodate a minimum of 200 and up to 500 people seated for dining (subject to the findings of the market study) with bar facilities, toilets and circulation/reception space for people entering the area. The room should be divisible into two or three separate areas (dependent on the final room capacity) with the use of acoustic room dividers. In addition, there should be adequate storage for all the tables and chairs to allow the room to be utilised for other purposes on non matchdays. The lounge should be air conditioned and have views of the pitch which can be obscured by curtains or blinds if required.
- 8.3. In addition to the lounge a mix of other facilities should be provided which can be used on match day and non-match day and these should include Executive Boxes and a Directors Lounge.

Element	Specification	Dimensions	[C-1
Executive Box	There must be a minimum of 6 and a maximum of 12 Executive Boxes - the box size being for 8-10 people - designed so that up to 8 of the boxes can be joined into doubles - finish to be useable as office/meeting room on non-match days - built in service bar/counter and room for table seating	6m x 3.5m for	Cost £50-80k per box
Boardroom / Director's Box	Designed in line with executive boxes but to be 3 x boxes wide to accommodate up to 40 people	6m x 10.5m	£100-120k £250/seat

Hospitalit	V Dining should all		
Hospitalit Lounge	per person Bar/reception/cloakroom area should allow 0.5m² per person Storage should allow 0.1m² per person A PA system should be incorporated into the room design with data sockets for TV and AV presentations Room furniture should be of a good quality with chairs that can be stacked and tables that can be folded down for easy storage - the	Between 420- 1,100m ²	£1.5-2k/m²
Production Kitchen	lighting system should be dimmable The production kitchen should be immediately adjacent to the lounge - if not, a separate service kitchen must be provided to service the lounge - the production kitchen must include goods received, storage preparation, production and chilled holding, wash up, pot wash, kitchen / waiting staff changing and toilets	120-200m²	£2.5k/m²

9. Technical Facilities

- 9.1. These areas include the changing rooms, medical facilities, steward briefing room, press facilities, and such. All facilities should be designed to EFL League 1 specification.
- 9.2. Space should be allocated so that ground sharing is possible, for example with a rugby team.

Element	Specification	Dimensions	Cost
Changing Rooms & associated Physio / Gyn facilities	There should be at least three changing rooms: one dedicated room for the home team; one for the away team; and a third for the home changing room of any ground sharing partner	Minimum of 30m² each	COST
Officials	There must be officials' changing rooms with both male and female areas and facilities	Minimum 10m²	
Faith Room	Dedicated faith room	6m²	
Mascots	There must be a dedicated changing room for Mascots	Minimum 6m²	
Ball Boys & Girls	There must be separate changing facilities with dedicated toilets and chaperone areas for ball boys and girls	Minimum 12m²	
Press Facilities	30 seats with desktop power points with Wi-Fi and associated media mix zone		
Grounds Storage	Storage for pitch maintenance equipment, lighting rigs and pitch frost covers (if undersoil heating is not installed)	tbc	
aundry	For players kit	tbc	

Storage	Storerooms for catering, cleaning and maintenance		
Staff Accreditation / Welfare Room	For booking in stewarding and catering staff - room for lockers, changing and welfare	tbc	
Match Control Room	Dedicated room for match control and also for housing security feeds and servers for non-match day use as well	18m²	

10. Associated Facilities

10.1. These areas include offices, merchandise shop and other facilities used by the football club, which are outside of the main stadium bowl and concourses.

Element	Specification	Dimensions	
Merchandise Store	Permanent facility which includes a ticket office for non-match days, a year round shop space that is supplemented with pop up units on match days	200m²	Cost £1k/m²
Coffee Shop	Within the North Stand the market study should determine if a Coffee Shop should be incorporate for year round use on non-match days and match days in association with the wider retail offer on the whole site		
Offices	To include club chairman, management, club administration, commercial team, finance team, ticket team	tbc	£1.5k/m²
Par park	100		£2-2.5k per space

Appendix 4

Deed of Novation

Dated [●] 201[●]

- (1) WOKING BOROUGH COUNCIL
- (2) GOLDEV WOKING LIMITED
 - (3) [INCOMING DEVELOPER]

DEED OF NOVATION

Katten

Katten Muchin Rosenman UK LLP

Paternoster House 65 St Paul's Churchyard London EC4M 8AB Tel: 020 7776 7620 Fax: 020 7776 7621

CONTENTS

No.	Item		
	77710	Page	
1.	Novation		
2.	Novation	1	
3.	Release		

PARTIES

- (1) Woking Borough Council of Civic Offices Gloucester Square, Woking, GU21 6YL ("the Council")
- (2) Goldev Woking Limited a company incorporated in England and Wales with company registration number 11339840 whose registered office is at 73 Cornhill, London EC3V 3QQ ("the Outgoing Developer")
- (3) [●] incorporated in England and Wales with company registration number [●] whose registered office is at [●] ("the Incoming Developer")

RECITALS

- (A) On [●]¹ the Council and Outgoing Developer entered into an Implementation Agreement relating to Woking Football Club and other land in Woking ("the Agreement") a copy of which is attached to this deed.
- (B) On [●] the Outgoing Developer sold its interest in the Agreement to the Incoming Developer.
- (C) The Outgoing Developer wishes to be released from the Agreement and to transfer all its rights, obligations and liabilities under the Agreement to the Incoming Developer by way of novation.
- (D) The Council has agreed to the novation on the terms of this deed.

AGREEMENT

1. NOVATION

- 1.1 The Outgoing Developer transfers all its rights and obligations under the Agreement to the Incoming Developer. The Incoming Developer shall enjoy all the rights and benefits of the Outgoing Developer under the Agreement, and all references to Outgoing Developer in the Agreement shall be read and construed as references to Incoming Developer.
- 1.2 The parties agree that from the date of this deed (the "Novation Date") the Council and the Incoming Developer shall respectively perform the Agreement and be bound by its terms in every way as if the Incoming Developer were the original party to the Agreement in place of the Outgoing Developer.
- 1.3 The Council and the Incoming Developer agree that they may enforce the Agreement and pursue against the other any claims and demands under or in connection with the Agreement arising before, on or after the Novation Date as if the Incoming Developer was the original party to the Agreement instead of the Outgoing Developer.

2. RELEASE

The Council and the Outgoing Developer irrevocably and unconditionally release each other from all their future obligations to each other under the Agreement and from all future claims

¹ Insert relevant date

and demands in respect of the Agreement whether arising before, on, or after the Novation Date.

3. GOVERNING LAW AND JURISDICTION

This deed is governed by and shall be construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute or claim that arises in relation to it

Executed as a deed by the parties and delivered by them on the date of this deed

Executed as a Deed under the Comm Seal of Woking Borough Council	non)	Mayor
			Head of Democratic and Legal Services
Executed as a Deed by Goldev Woking Limited acting by)		Director
In the presence of:			
Witness signature:			
Witness name:			
Witness address:			