

**STAFFORD BOROUGH COUNCIL**

**MEMORANDUM**

**CENTRAL SERVICES DEPARTMENT**

**From** Head of Law and Administration

**My Ref** DS25/259/ESP/JP

**To** Development Control Manager

**Your Ref**

FAO Mr C Hughes

**Copy to** Mr F Biard

**Contact** Mrs E Simcox-Parry

**Date** 03 October 2000

**Direct Dial** 619215

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**SECTION 106 AGREEMENT AND UNILATERAL UNDERTAKING - TRENTHAM GARDENS**

I enclose copies of the Section 106 Agreement and unilateral undertaking in relation to Trentham Gardens which were completed on 26 September and 14 September 2000 respectively.

Please do not hesitate to contact me if you have any queries.

ARW

P.S. Please can you make the appropriate entries in your records.

STAFFORD BOROUGH COUNCIL DEVELOPMENT DEPARTMENT		DD	Inf.
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DATED 14 SEPTEMBER 2000

**TRENTHAM LEISURE LIMITED** (1)

and

**BARCLAYS BANK Plc** (2)

in favour of

**THE COUNCIL OF THE BOROUGH OF STAFFORD** (3)

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**UNILATERAL UNDERTAKING**  
pursuant to Section 106 of the Town and  
Country Planning Act 1990  
relating to land at Trentham

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Wragge & Co

**THIS UNILATERAL UNDERTAKING** is made the 14th

2000

day of SEPTEMBER

BY

- (1) **TRENTHAM LEISURE LIMITED** (Company Registration No 3246990) whose registered office is at Trentham Gardens, Trentham, Stoke on Trent ("the Owner") and
- (2) **BARCLAYS BANK Plc** (Company Registration No 1026167) whose registered office is at 54 Lombard Street, London, EC3P 3AH ("the Bank")

**IN FAVOUR OF**

- (3) **THE COUNCIL OF THE BOROUGH OF STAFFORD** of Civic Centre, Riverside, Stafford, ST16 3AG ("the Council")

**RECITALS**

- (1) Words and phrases used in this Undertaking are defined in Clause 1.
- (2) The Council is the local planning authority under the Act for the area within which the Land is situated and is the planning authority by whom the obligations contained in this Deed may be enforced.
- (3) The Owner is the registered proprietor with title absolute of the Land registered at H M Land Registry under title number SF226728.
- (4) The Bank has the benefit of a Charge dated 17 February 1998 and made between the Owner (1) and the Bank (2) to secure monies owed to it by the Owner and has agreed to enter into this undertaking to consent to the Land being bound by the covenants obligations and undertakings contained in this Undertaking.
- (5) The Owner has submitted the Application to the Council and the Application has been called in by the Secretary of State for the Environment Transport and the Regions and is currently the subject of a Public Inquiry being held at the offices of the Council.
- (6) In the event that the Secretary of State for the Environment Transport and the Regions grants Planning Permission for the Development pursuant to the Application the Owner acknowledges that the Planning Permission may only be implemented subject to the obligations contained in this Undertaking and any other Section 106 obligation including any agreement between the Owner and the Council and any other relevant party.
- (7) The Owner enters into this Undertaking pursuant to Section 106 of the Act.

# 1 DEFINITIONS

In this Undertaking (unless the context otherwise requires) the following expressions shall have the following meanings :-

<b>“Abandonment”</b>	either the lapsing by effluxion of time of the Tunstall Factory Outlet Shopping Centre Permission or by the construction on Site 2 at Tunstall as defined in a Section 106 Agreement dated 8 <sup>th</sup> August 2000 and made between (1) Norcros Estates Limited (2) H & R Johnson Tiles Limited (3) Stoke on Trent City Council and (4) CIBC World Markets Plc of a form of development which physically prohibits construction of the Tunstall Factory Outlet Shopping Centre
<b>“Act”</b>	the Town and Country Planning Act 1990
<b>“Application”</b>	the planning application submitted by the Owner on 22 August 1997 under reference no 35257 to the Council as subsequently amended and presented to the Inquiry referred to in recital (5)
<b>“Area 2”</b>	the area of the Land shown coloured pink on Plan 1
<b>“Commencement of the Development”</b>	the commencement of the Development (or any part thereof) on the Land by the carrying out of a material operation as defined in Section 56(4) of the Act
<b>“Development”</b>	the development of the Land described in the amended Application
<b>“Garden Centre”</b>	the garden centre not to exceed 2,323m <sup>2</sup> gross floorspace to be built as part of the Development on Area 2 as shown edged green on Plan 2
<b>“Land”</b>	the Land more particularly described in Schedule 1 attached to this Undertaking and shown edged red on Plan 1
<b>“Planning Permission”</b>	planning permission granted by the Secretary of State for the Environment

	Transport and the Regions or by the Council which permits the Development
<b>"Plan 1"</b>	the plan numbered 1 attached to this Undertaking
<b>"Plan 2"</b>	the plan numbered 2 attached to this Undertaking
<b>"Premium Brand Retailing"</b>	the direct retailing of goods which are manufacturing overruns end of season or end of line articles returned goods and factory seconds at a discount to their original full market price.
<b>"Premium Brand Retail Units"</b>	those of the Small Retail Units which are used from time to time for Premium Brand Retailing and which shall not exceed 7,433m <sup>2</sup> gross floorspace subject to the provisions of clause 5.2 of this Undertaking
<b>"Retail Impact Assessment"</b>	an assessment of retail impact prepared by independent retail planning consultants pursuant to a brief which shall first have been approved by the local planning authorities for Stafford, Stoke on Trent and Newcastle under Lyme and which shall define relevant town centres
<b>"Retail Units"</b>	collectively the Sports Retail Unit the Garden Centre and the Small Retail Units to be built as part of the Development on Area 2 as shown edged red on Plan 2
<b>"Small Retail Units"</b>	the units (not to exceed 10,220m <sup>2</sup> gross floorspace) to be built as part of the Development on Area 2. For the avoidance of doubt the Small Retail Units include the Premium Brand Retail Units and restaurants cafes and bars
<b>"Sports Retail Unit"</b>	the unit not to exceed 6,038m <sup>2</sup> gross floorspace to be built as part of the Development on Area 2 as shown edged blue on Plan 2
<b>"Tunstall Factory Outlet Shopping Centre"</b>	the factory outlet centre to be built on land at Tunstall on Site 2 as defined in a Section 106 Agreement dated 8 <sup>th</sup> August

2000 and made between (1) Norcross Estates Limited (2) H & R Johnson Tiles Limited (3) Stoke on Trent City Council and (4) CIBC World Markets PLC

**“Tunstall Factory Outlet Shopping Centre Permission”**

planning permission issued by the City of Stoke on Trent Council on 9<sup>th</sup> August 2000 under reference number SOT/3615

**OPERATIVE PROVISIONS**

**2 Interpretation**

In this Undertaking:

- 2.1 the singular includes the plural and vice versa
- 2.2 any reference to any gender includes all genders
- 2.3 the headings are for reference only and shall not affect the interpretation
- 2.4 any reference to the Owner and/or the Bank include any successors in title or assignees of the Owner or the Bank
- 2.5 any reference to the Council shall include any successor to the Council's functions as local planning authority
- 2.6 references to any statute include any amendment modification extension consolidation or re-enactment of it

**3 Operative Power**

This Undertaking is made under Section 106 of the Act and the covenants obligations and undertakings contained in it are planning obligations for the purpose of Section 106 of the Act which will bind the successors in title of the Owner and the Bank and are enforceable by the Council

**4 Conditionality**

The covenants obligations and undertakings contained in this Undertaking are conditional upon

- 4.1 the grant of the Planning Permission and
- 4.2 the Commencement of the Development by or on behalf of the Owner

## 5 Planning Obligations

### The Owner covenants with the Council

- 5.1 that for a period of not less than five calendar years from the opening for trading of the Tunstall Factory Outlet Shopping Centre or until the Abandonment of the Tunstall Factory Outlet Shopping Centre Permission whichever is the earlier and subject in any event to it being demonstrated by the Owner to the satisfaction of the Council by a Retail Impact Assessment that the Premium Brand Retailing from the Premium Brand Retail Units will not have any material adverse effect on any town centre the Owner will not sell offer for sale or permit or cause to be sold from the Premium Brand Retail Units any of the following items :-
- (a) clothing, including sportswear or sportswear accessories
  - (b) footwear, including sportswear or sportswear accessories
  - (c) ceramics
  - (d) pottery goods
  - (e) DIY goods
  - (f) bulky white goods, television, audio, or hi-fi stereo or similar equipment
- 5.2 that for a period of not less than five calendar years from the opening for trading of the Tunstall Factory Outlet Shopping Centre or until the Abandonment of the Tunstall Factory Outlet Shopping Centre Permission whichever is the earlier the gross floorspace of units dedicated to Premium Brand Retailing shall not exceed 2230 square metres and the remainder of the Small Retail Units shall be occupied solely for the purposes of indoor leisure and entertainment facilities, exhibition facilities, heritage/recreation/craft related retailing (excluding any retailing normally found in retail warehouse units or factory outlet/premium brand centres), visitor facilities, tourist-associated retailing (namely the sale of such items as cards, posters, guides, maps, luggage and other similar items), cafes, restaurants and bars.
- 5.3 that for a period of not less than five calendar years from the opening for trading of the Tunstall Factory Outlet Shopping Centre or until the Abandonment of the Tunstall Factory Outlet Shopping Centre Permission whichever is the earlier and subject in any event to obtaining the Council's written consent the Sports Retail Unit shall be occupied by a single operator and shall not be used otherwise than for the sale of outdoor pursuits and sports goods
- 5.4 that the Garden Centre shall not be used or occupied otherwise than for the sale of plants, garden products, garden furniture and associated products
- 5.5 that for a period of not less than five calendar years from the opening for trading of the Tunstall Factory Outlet Shopping Centre or until the Abandonment of the Tunstall Factory Outlet Shopping Centre Permission whichever is the earlier and subject in any event to obtaining the Council's written consent none of the Premium Brand Retail Units shall be amalgamated with any other of the Retail

Units so as to form a Premium Brand Retail Unit with a gross floorspace in excess of 500 square metres

5.6 that it will forthwith upon completion of this Undertaking give a certified copy of this Undertaking to the Council

6 **Registration**

This Undertaking shall be registered by the Council as a local land charge

7 **Consent**

The Bank consents to the completion of this Undertaking and acknowledges that the Land will be bound by the covenants obligations and restrictions contained in this Undertaking

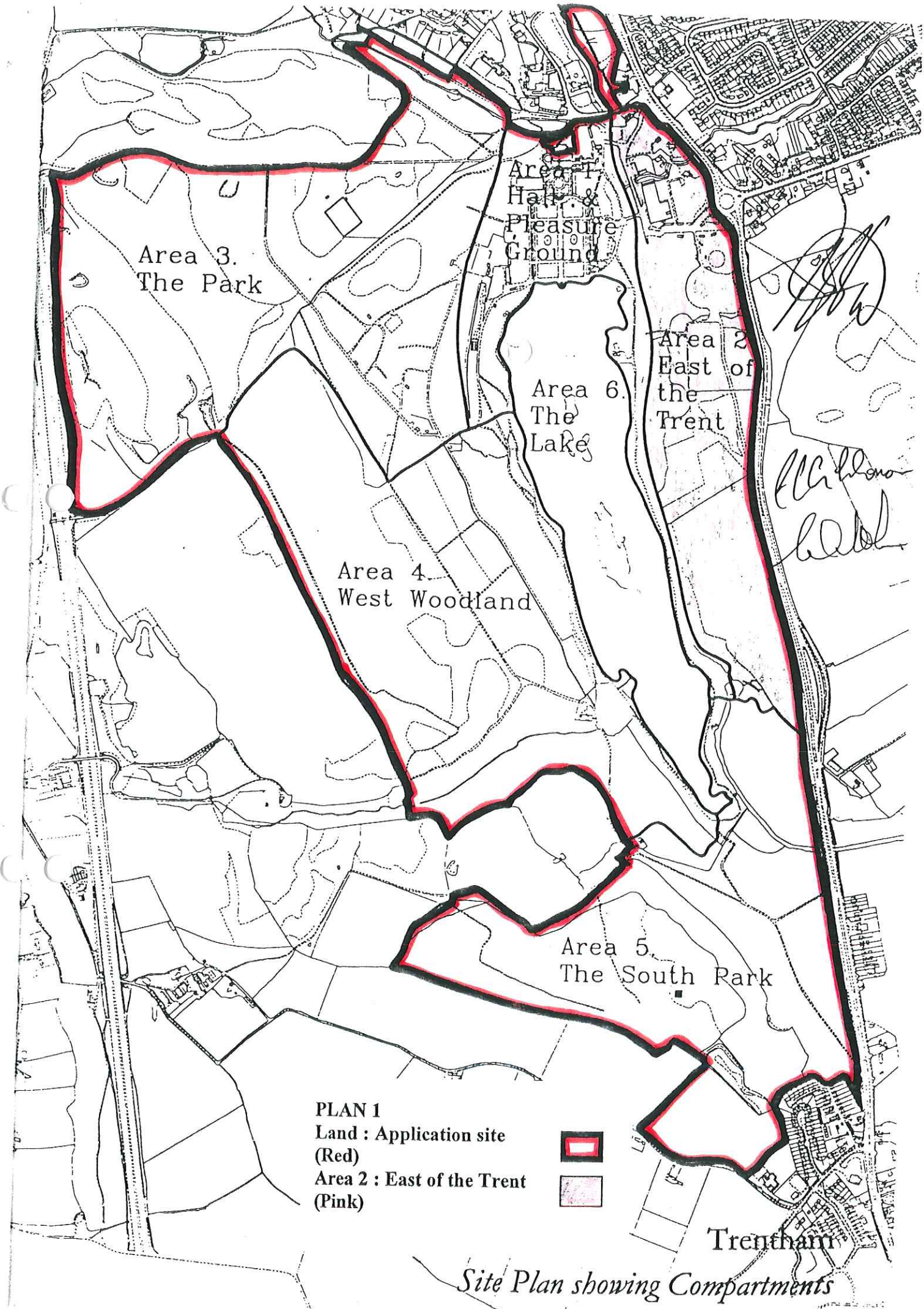
IN WITNESS of which each party has duly executed this Deed on the date first above written



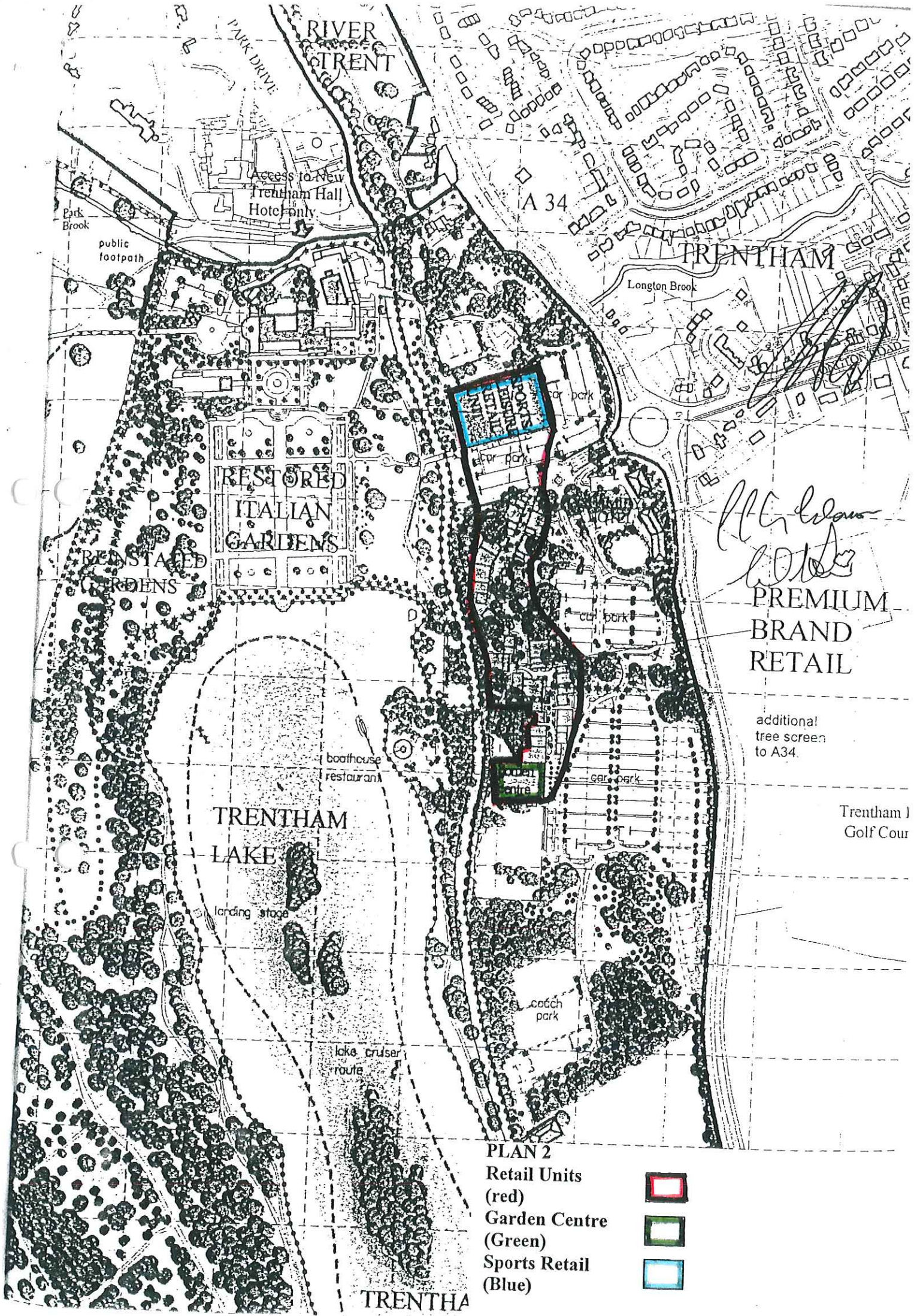
## SCHEDULE 1

### DESCRIPTION OF THE LAND

the land shown edged red on Plan 1 being Trentham Gardens, 1 to 4 Park Drive and land on the north side of Park Drive, Trentham



• Fig. 3



*Handwritten signature*  
**PREMIUM BRAND RETAIL**

additional tree screen to A34.

Trentham J Golf Cour

- PLAN 2**
- Retail Units (red)
  - Garden Centre (Green)
  - Sports Retail (Blue)

TRENTHA

EXECUTED as a Deed and delivered on the date of this Undertaking

EXECUTED as a Deed )

by TRENTHAM LEISURE LIMITED )

in the presence of : )

Director



Director/Secretary



was *cust* and delivered  
EXECUTED as a Deed by : JOHN RICHARD  
PITTS )

as Attorney of ~~by~~ BARCLAYS BANK Plc )

was *cust* in the presence of : Paul J. Rillooly )

*Paul J. Rillooly*



Director

Director/Secretary

**BARCLAYS BANK PLC**  
SPECIALIST PROPERTY FINANCE TEAM  
54 LOMBARD STREET  
LONDON EC3P 3AH