

November 2020



EXPANSION OF ANFIELD ROAD STAND, ANFIELD

B3/3 - Draft S106 Agreement



Turley



Liverpool
City Council

Ref: []

DATED

2020

(1) LIVERPOOL CITY COUNCIL

-and-

(2) THE LIVERPOOL FOOTBALL CLUB AND ATHLETIC GROUNDS LIMITED

PLANNING AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990
relating to Anfield Football Stadium, Liverpool

Brabners

Brabners LLP
Horton House
Exchange Flags
Liverpool
L2 3YL
(Ref: SST/57168.156)

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THIS DEED is made on

2020

BETWEEN

- (1) **LIVERPOOL CITY COUNCIL** of Cunard Building, Water Street, Liverpool L3 1AH ("**Council**")
- (2) **THE LIVERPOOL FOOTBALL CLUB & ATHLETIC GROUNDS LIMITED** whose registered office is at Anfield Road, Liverpool L4 0TH ("**LFC**")

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the 1990 Act in respect of the Land and the local highway authority for the area in which the Land is situated for the purposes of the Highways Act 1980.
- (B) LFC is the freehold owner of the Land.
- (C) On [30 November 2020] LFC submitted the Planning Application to the Council.
- (D) At a meeting held on [] 2020 the Council resolved to approve the Planning Application subject to:
 - (i) Conditions; and
 - (ii) Completion of a legal agreement pursuant to Section 106 and 106A of the 1990 Act.

IT IS AGREED

1. DEFINITIONS

"1990 Act"	means the Town and Country Planning Act 1990;
"Development"	means the development and use of the Land together with adjacent land authorised by the Planning Permission
"Event Operational Manual"	means the document that is produced and approved in connection with the licensing and safety certificate required for the Stadium to host a Major Event
"Expanded Stadium"	means the Stadium with the New Seats in operation
"Expert"	means an independent person appointed pursuant to clause 6 who is qualified by education, experience and training to determine the matter in dispute
"Footpath"	means the dedicated right of way for pedestrians and non-motorised vehicles along the footway shown hatched [x] on the Highway Plan
"Highway Plan"	means the plan annexed hereto and labelled Highway Plan and signed by the parties
"Land"	means the land shown edged red on the Site Plan;
"Major Event"	Means any event permitted pursuant to planning permission 18F/1632 (or any successor permission

granted), including concerts and boxing matches which is not a Sporting Event

“Marketing Strategy”

means the strategy (as updated from time to time) approved by the Council on 26 August 2015 pursuant to the Original Agreement, whose purpose will be to create awareness of the modes of travel other than private car which are available to reach the Stadium

“Match Day”

means a day when a Sporting Event is being held at the Stadium

“Match Day Transport Strategy”

means a strategy to manage traffic on Match Days which will include, but not be limited to, the following measures, including timescales associated with delivery of the measures and any alternative measures in the event that initial options are undeliverable, unfeasible or do not function efficiently:

- a) Sterile zones and relocation of match day special bus services to facilitate the new zones
- b) Upgrading public transport ticketing (including integrated ticketing)
- c) Increasing capacity on existing bus services
- d) Taxi rank trials
- e) Relocation of home and away coaches
- f) An audit of existing wayfinding signage, removal of outdated signage, new banner signs and replacement of signs where identified
- g) New cycle hub
- h) Review of LFC managed car park operation
- i) Business parking permit scheme
- j) Dwell time initiatives

“Monitoring Strategy”

means the strategy (as updated from time to time) approved by the Council on 26 August 2015 pursuant to the Original Agreement, whose purpose will be to review the performance of the Match Day Transport Strategy

“New Seats”

means the additional spectator accommodation to be constructed as part of the Development in the Anfield Road stand pursuant to the Planning Permission

“Original Agreement”

means the section 106 agreement dated 26 September 2014 entered into by the parties in connection with planning permission 14F/1262 for expansion of the Main

	Stand at the Stadium and outline planning permission (now lapsed without implementation) for the expansion of the Anfield Road stand
“Planning Application”	means the application for detailed planning permission submitted to the Council and given reference number [] for: <ul style="list-style-type: none"> (i) The partial demolition and extension of the Anfield Road Stand to provide up to 7,000 additional seats and internal facilities including general admission concourses, hospitality lounges, a family fan zone, club offices, staff facilities and plant and equipment; with associated public realm; lighting; landscaping and associated infrastructure. (ii) Use of Anfield Stadium for other team sporting events and to host up to 12 concerts and / or major events per annum
“Planning Permission”	means permission granted pursuant to the Planning Application
“Private Highway”	means the carriageway and footway shown edged [red] on the Highway Plan
“Site Plan”	means the plan annexed hereto and labelled Site Plan and signed by the parties
“Sporting Event”	Means any team sporting fixture played at the Stadium
“Stadium”	means LFC football stadium situated at Anfield Road, Liverpool L4 0TH
“Training and Employment Strategy”	means a strategy to encourage the involvement and employment of local people and companies in the construction of the Development
“Travel Manager”	means a person appointed by LFC to administer the Marketing Strategy and Monitoring Strategy, to administer the Travel Plan and to liaise with the Transport Strategy Working Group
“Travel Plan”	means the plan with the principal aim of promoting greater use of transport modes other than private car by staff employed at the Stadium which was approved by the Council on 18 May 2016 (as updated from time to time)
“Working Days”	means any day from Monday to Friday (inclusive) other than Christmas Day, Good Friday and a statutory bank holiday in England

2. INTERPRETATION

In this Agreement (unless the context otherwise requires);

- 2.1 References to any party shall include the successors in title of that party and those deriving title through that party and, in the case of the Council, the successors to its functions as local planning authority and local highway authority;

- 2.2 The words “including” and “include and words of similar effect shall not be deemed to limit the general effect of the words which precede them;
- 2.3 Obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;
- 2.4 Words importing persons shall include firms, companies and bodies corporate and vice versa;
- 2.5 Words importing the singular shall include the plural and vice versa;
- 2.6 Words importing one gender shall include either other gender;
- 2.7 Construction of this Agreement shall ignore the headings, contents list and front sheet (all of which are for reference only);
- 2.8 References to a numbered clause, schedule, paragraph or appendix are references to the clause, schedule, paragraph or appendix of or to this Agreement so numbered;
- 2.9 Any reference to any statutory provision shall be deemed to include any subsequent re-enactment or amending provision;
- 2.10 An obligation to do something includes an obligation to procure it to be done;
- 2.11 An obligation not to do something includes an obligation not to allow it to be done; and
- 2.12 Where any approval, consent or agreement is required from either party under this Agreement, that approval, consent or agreement shall not be unreasonably withheld or delayed.

3. LEGAL EFFECT

- 3.1 This Agreement is a planning obligation by agreement made pursuant to the provisions of Section 106 of the 1990 Act and all other enabling powers with the intention of binding the Land.
- 3.2 This Agreement will not take effect until the Planning Permission has been granted.
- 3.3 This Agreement is enforceable by the Council as local planning authority.
- 3.4 This Agreement is a local land charge under the Local Land Charges Act 1975 and may be registered by the Council as such.
- 3.5 No party shall be liable for any breach of this Agreement in respect of any period during which it no longer has an interest in the Land or the relevant part thereof but without prejudice to liability for any subsisting breach prior to parting with such interest.
- 3.6 If at any time any provision in this Agreement is or becomes illegal, invalid or unenforceable the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired in consequence.
- 3.7 This Agreement shall cease to have effect if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of LFC) is modified by any statutory procedure or expires before it has been implemented but without prejudice to liability of any party for any earlier breach.
- 3.8 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

3.9 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any of its statutory powers.

3.10 This Agreement and any matter arising from it are to be governed and interpreted in accordance with English law. The parties agree to submit to the jurisdiction of the English courts in relation to this Agreement and any such matter.

4. COVENANTS BY LFC

4.1 LFC covenants with the Council with the intention of binding the Land:

4.1.1 To observe and perform the obligations set out in Schedule 1; and

4.1.2 To pay on the date of this Agreement the Council's legal fees of £500 in connection with the preparation and completion of this Agreement.

5. COVENANTS BY THE COUNCIL

5.1 The Council covenants with LFC to observe and perform the obligations set out in Schedule 2.

6. DISPUTE RESOLUTION

6.1 If the parties hereto are unable to agree on any matter under or in connection with this agreement then the matter in dispute shall be referred to the Expert in accordance with the following provisions:

6.1.1 the party wishing the appointment to be made shall give notice to that effect to the other party and with such notice shall give details of the matter in dispute which it wishes to refer to the Expert:

6.1.2 if within 10 Working Days from the service of the notice pursuant to clause 6.1 the parties have failed to agree upon the identity of the person to be appointed as the Expert then the party wishing the appointment to be made may apply to the President for the being of the [Institution of Highways and Transportation] to appoint a person to act as the Expert requesting that the appointment be made within 20 Working Days of receipt of the request

6.1.3 the person identified as the Expert shall confirm within 10 Working Days whether or not he is willing and able to accept the appointment

6.1.4 in the event that the Expert so appointed does not confirm his availability to act within 10 Working Days then either party may request the President to suggest and alternative appointment until a person so identified confirms that he is willing and able to accept the appointment

6.2 For the avoidance of doubt, the Expert shall act as an expert and not as an arbitrator

6.3 The Expert must:

6.3.1 afford to each party an opportunity to make representations to him

6.3.2 inform each party of the representations of the other

6.3.3 afford each party the opportunity within reasonable time limits to make submissions to him on the representations of the other; and

6.3.4 notify the parties of his decisions within reasons as quickly as practicable.

- 6.4 The fees and expenses of the Expert, including the costs of his nomination, shall be borne equally by the parties, who shall bear their own costs as to the submission and determination of the dispute or difference by the Expert
- 6.5 Except where there is a manifest error or on a matter of law the determination of the Expert shall be final and binding upon the parties.

Schedule 1: COVENANTS BY LFC

1. Match Day Transport Strategy

1.1 LFC covenants with the Council:

- 1.1.1 Not to bring any of the New Seats into use until the Match Day Transport Strategy has been approved in writing by the Council; and
- 1.1.2 To implement the Match Day Transport Strategy in accordance with the approved details, subject to any amendments agreed in writing by the Council from time to time or implemented pursuant to paragraph 3.1.2.
- 1.1.3 To meet the costs of implementing the Match Day Transport Strategy and in particular to pay no later than one month after receipt from the Council from time to time (but no more frequently than quarterly) of an itemised account of the Council's costs properly and reasonably incurred in making and implementing any traffic regulation orders and other works carried out by the Council for the approved Match Day Transport Strategy.

2. Marketing Strategy

- 2.1 LFC covenants with the Council to continue to implement the Marketing Strategy in accordance with the approved details or as varied from time to time to give effect to any changes to the Match Day Transport Strategy pursuant to paragraph 3.1.2

3. Monitoring Strategy

3.1 LFC covenants with the Council:

- 3.1.1 To continue to implement the Monitoring Strategy in accordance with the approved details, subject to any amendments agreed in writing by the Council from time to time or arising as a result of the Transport Strategy Working Group; and
- 3.1.2 To continue to hold meetings of the Transport Strategy Working Group at least annually to review the operation of the Match Day Transport Strategy and to implement any changes to the Match Day Transport Strategy, the Monitoring Strategy or the Travel Plan agreed at the meetings.

4. Travel Plan

4.1 LFC covenants with the Council:

- 4.1.1 to continue to implement the Travel Plan in accordance with the approved details, subject to any amendments agreed in writing by the Council from time to time or arising as a result of the Transport Strategy Working Group throughout the operation of the Expanded Stadium; and
- 4.1.2 to continue to employ a Travel Manager at all reasonable times and to supply to the Council the name, office address, email address and telephone number of the Travel Manager on each occasion that the person occupying the position changes.

5. Training and Employment Strategy

5.1 LFC covenants with the Council:

- 5.1.1 Not to bring any of the New Seats into use until the Training and Employment Strategy has been approved in writing by the Council; and
- 5.1.2 To implement the Training and Employment Strategy in accordance with the approved details, subject to any amendments agreed in writing by the Council from time to time during construction of the Development

6. Private Highway

6.1 LFC covenants with the Council as follows:

- 6.1.1 The Private Highway will be made available and open for public passage (on foot and in motorised vehicles) prior to or upon first use of the New Seats and shall remain open for public use as a highway thereafter PROVIDED THAT the carriageway may be closed to vehicular traffic:
 - 6.1.1.1 For up to [4] hours before and [2] hours after a Sporting Event or at such other times as may be necessary for the safety of the public and when surrounding highways are closed pursuant to a Traffic Regulation Order in force from time to time relating to the operation of the highway network around the Stadium;
 - 6.1.1.2 In accordance with the requirements of an Event Operations Manual, which for the avoidance of doubt will include periods during the day of the Major Event as well as periods on other days to allow set up and removal of necessary equipment and apparatus;
 - 6.1.1.3 To facilitate the repair of the carriageway, footway or immediate surrounding land where it is necessary in the interests of safety; and
 - 6.1.1.4 In cases of emergency or at the direction of the Police or other statutory authority with power to order a road closure.
- 6.2 LFC does not intend to dedicate the Private Highway as a public right of way for use by horses, motorised vehicles, or any other form of transport, but does dedicate a right of way for pedestrians and non-motorised vehicles along the Footpath. For the avoidance of doubt, all use of the Private Highway by any user other than a pedestrian or non-motorised vehicle using the Footpath shall be with the express consent of LFC.
- 6.3 Maintenance of the Private Highway will be at the expense and responsibility of LFC and LFC shall bear and retain all responsibility for dealing with any claims made as a result of the use or condition of the Private Highway under any applicable legislation or common law.

Schedule 2: COVENANTS BY THE COUNCIL

1. In relation to approvals required from the Council pursuant to Schedule, the Council hereby covenants with LFC to respond promptly to any document submitted to it, any reasonable request for information, clarification or assistance and any request for a meeting and to use reasonable endeavours to issue the approvals expeditiously.

<p>EXECUTED (but not delivered until the date first specified on page 1) as a DEED by LIVERPOOL CITY COUNCIL by the affixing of its common seal and authenticated by:</p> <p>Signature:</p> <p>Name (block capitals):</p>	
<p>EXECUTED as a DEED (but not delivered until the first date specified on page 1) by THE LIVERPOOL FOOTBALL CLUB & ATHLETIC GROUNDS LIMITED by a director in the presence of a witness</p> <p>Witness Signature :</p> <p>Witness name :</p> <p>Witness address :</p> <p style="margin-left: 150px;">:</p> <p>Witness occupation :</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;">Director</p>