

**MUNICIPAL YEAR 2016/2017 REPORT NO.**

**ACTION TO BE TAKEN UNDER  
DELEGATED AUTHORITY**

**PORTFOLIO DECISION OF:**  
Cabinet Member for Environment

**REPORT OF:**  
Director – Regeneration &  
Environment

<b>Agenda – Part: 1</b>	<b>KD Num: N/A</b>
<b>Subject: Proposed Amendments to North Middlesex Hospital Controlled Parking Zone</b>	
<b>Wards: Upper Edmonton</b>	

Contact officer and telephone number: Dave Oxley 020 8379 3553

E mail: [traffic@enfield.gov.uk](mailto:traffic@enfield.gov.uk)

**1. EXECUTIVE SUMMARY**

This report presents a summary of the response to the Stage 3 statutory consultation on proposals to introduce changes to the current North Middlesex Hospital Controlled Parking Zone (NMH CPZ).

**2. RECOMMENDATIONS**

- 2.1 To leave the hours and days of operation on the North Middlesex CPZ as existing (9am-8:30pm Monday-Sunday) but to make the traffic management orders necessary to implement the following operational changes:
- Replacing the existing 'shared-use' bays in Bridport Road with Pay & Display bays, as indicated on the plan in Appendix 1; and
  - Replacing the existing residents' parking bays at the eastern end of Bolton Road with shared-use bays, as indicated on the plan in Appendix 1.
  - Permitting visitor parking permits to be used on match-days up to one hour before kick-off.
- 2.2 To make the traffic management order necessary to implement the changes for pay and display bays (including shared use bays) set out in Appendix 2.
- 2.3 To inform residents and others in the area of the Council's decision.

### **3. BACKGROUND**

3.1 The North Middlesex Hospital CPZ was originally introduced in December 2011. Subsequently, consultation was undertaken relating to the boundary of the CPZ, days and hours of operation, additional types of bay, the introduction of additional share-use bays, and changes to Pay and Display bays.

3.2 In 2015 the Council decided to proceed to a Stage 3 (statutory) consultation, relating to the following specific proposals:

- Reducing the days and times of operation of the CPZ from the current Monday- Sunday 9am to 8.30pm to Monday-Friday 9am to 6.30pm and on match-days 9am to 8.30pm;
- Allowing visitor permits to be used on match-days up to one hour before kick-off;
- Converting some residents' parking bays along Bridport Road to 'Key Worker' parking bays for use by hospital workers;
- Converting shared use (residents' and Pay & Display) parking bays in part of Bridport Road to Pay-and-Display bays;
- Converting residents' parking places in Bolton Road to shared use (residents' and Pay & Display) bays;
- Converting residents' parking places in parts of Branksome Avenue and Parkstone Avenue to Pay and Display parking bays;
- Increasing the maximum permitted length of stay in Pay and Display bays within the CPZ and elsewhere on Bridport Road and Bull Lane to four hours.

3.3 The proposed amendments described above are detailed on the plan provided in Appendix 3.

### **4. CONSULTATION RESULTS**

#### **4.1 CPZ Consultation Process**

4.1.1 Only residents within the existing NMH CPZ were consulted on the proposed changes. A consultation leaflet including general information about CPZs and a questionnaire seeking residents' views on the specific amendments was delivered to the 662 addresses within the NMH CPZ. Residents were invited to submit a response by post or online, through the dedicated website set up for this consultation. A copy of the consultation leaflet distributed to households is provided in Appendix 4;

4.1.2 In addition to residents and businesses in the area, the consultation pack was distributed to the prescribed statutory consultees as well as:

- Local councillors
- Transport for London

- Enfield Cycling Campaign
- Enfield Disability Action
- London Travel Watch
- FERAA

4.1.3 No response was received from the various stakeholders, with the exception of the Metropolitan Police who wrote to confirm that they had no comments on the scheme.

4.1.4 Overall, 125 responses from the public were received, of which 24 were submitted online and 101 by post. In addition to online or paper questionnaire responses, four other representations by residents were made during the consultation period via email or telephone. Six responses were disqualified either because they were duplicated or because no address details were provided. In total, 119 valid responses were analysed, giving an overall response rate of 18.0%. Table 1 in Appendix 5 provides a breakdown of the response rates by street.

4.1.5 The analysis of the responses is presented in the following sections.

## **4.2 Proposal to Reduce the Days/Hours of CPZ**

4.2.1 The response to Questions 1 & 1a regarding the proposed changes to the current days and times of operation of the NMH CPZ were evenly split, with 51% of respondents supporting the scheme and 49% opposed. The results broken down by street and shown in Table 2 in Appendix 5.

4.2.2 Of those who opposed the changes, 50 disagreed with the proposed hours of operation, 41 disagreed with the proposed days of operation and 16 disagreed for other reasons, such as:

- General disagreement with the proposals;
- Concerns about lack of parking, especially after 6.30pm when most residents return home; and
- Match-day operational concerns;

### ***Response to objections & comments***

4.2.3 *The hours and days of operation proposed during the statutory consultation were a result of the majority response to the two previous stages of consultation. The proposals evolved to take into account residents' comments and suggestions, culminating in the proposal to reduce the hours/days of operation. However, given the low overall response rate and the closeness of the result there is no clear mandate to implement this change. It is therefore recommended that the days/hours of operation remain as existing, i.e. Monday to Sunday 9am-8:30pm.*

### 4.3 Proposal to Introduce Key Worker Bays at Eastern End of Bridport Road

4.3.1 The responses to Questions 2 & 2a regarding the proposed conversion of a limited number residents' bays at the eastern end of Bridport Road to 'Key Worker' parking bays are broken down by street and shown in Table 3 Appendix 5.



4.3.2 Overall, 45.3% of responses were in favour of the proposal and 54.7% against.

4.3.3 Of those who opposed the key worker bays, 45 disagreed with the location of the bays; 29 disagreed with the proposed days of operation; 33 disagreed with the proposed hours of operation; and 17 disagreed for other reasons, including:

- General disagreement with the proposals;
- Parking for key workers should be provided within hospital grounds;
- Parking for key workers will reduce parking for residents; and

#### ***Response to objections and comments***

4.3.4 *Key Worker bays were proposed to assist essential hospital staff unable to park within the grounds of the hospital itself. The conversion of residents' parking to Key Worker bays was proposed because permit analysis in previous consultation stages indicated underutilisation of parking spaces within the CPZ. The specific location of the Key Workers parking bays was put forward because that section of Bridport Road has minimal residential frontage, and would therefore have a low impact on local residents' parking. The proposed hours and days of operation (Monday – Sunday, 8am to 7.30pm) for the Key Worker spaces, were chosen following consultation with the hospital. However, there was only limited support for the idea of Key Worker bays and it is recommended that this aspect of the scheme is not taken forward at this stage.*

### 4.4 Proposal to Convert Shared Use Bays in Bridport Road to P&D Only

4.4.1 Table 4 in Appendix 5 sets out the response to Questions 3 & 3a, which dealt with the conversion of the current shared (resident/Pay and Display) bays to Pay & Display only bays (with a maximum stay of 4 hours) along the northern side of Bridport Road, between Somerset Road and Parkstone Avenue.

4.4.2 Overall, 40.2% of responses were in favour of the proposals and 59.8% against.

4.4.3 The following comments were made by residents opposed to the proposal to convert the bays in Bridport Road to P&D only:

- The operational days/hours of the Pay & Display bays would be longer than the proposed hours/days of CPZ, encouraging drivers to park in residents' bays outside CPZ operational hours;
- General disagreement with the proposed conversion of bays;
- Pay & Display parking will reduce parking for residents & visitors;
- Maximum stay of 4 hours for the Pay & Display bays is too long and will discourage parking turnover.



#### **Response to objections and comments**

4.4.4 *The analysis of parking permit sales indicated a significant underutilisation of parking spaces in the existing NMH CPZ. It is therefore considered that the proposed conversion of shared use parking spaces to Pay & Display parking will not have a significant impact on residents' parking permit holders.*

4.4.5 *As it is now not recommended to reduce the CPZ operational hours the risk of visitors using residents bays rather than P&D bays after 6:30 will not arise.*

4.4.6 *Despite the majority being against the proposals it is recommended that the change be implemented in view of the spare on-street capacity at present and the high demand for on-street parking generated by visitors to the North Middlesex Hospital.*

#### **4.5 Proposal to Convert Residents' Bays in Bolton Road to Shared Use Bays**

4.5.1 Table 5 in Appendix 5 sets out the response to Questions 4 & 4a, which dealt with the conversion of residents' bays to shared use (residents and P&D) bays in Bolton Road.





4.5.2 Overall, 46.2% of responses were in favour of the proposals and 53.8% against.

4.5.3 The following specific comments were made by residents opposed to the proposal to convert the bays in Bolton Road to shared use bays:

- It will be unfair on the residents of Bolton Road & Lancaster Road (congestion and less chance of finding parking);
- General disagreement with the proposed changes; and
- The car repair shop at the end of Bolton often has cars parked on-street without a permit, which is not being enforced.

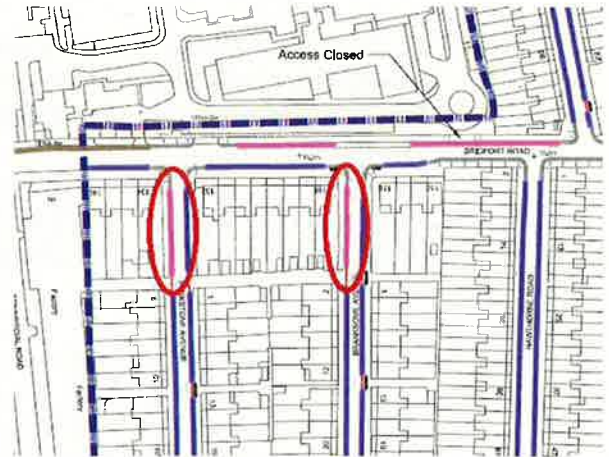
#### **Response to objections and comments**

4.5.4 *The shared use bays will provide valuable parking for nearby Dover House Surgery and other local businesses. In addition, from the 13 residents of Bolton Road who submitted a response to the consultation, ten (76.9%) were in favour of this proposal. The Council is also investigating the introduction of a separate residential parking scheme at nearby Dover House in order to alleviate the estate's parking issues.*

4.5.5 *Enforcement is currently provided by two Civil Enforcement Officers patrolling the CPZ five times per day, which is sufficient given the size and operational hours of the zone.*

#### **4.6 Proposal to Convert Residents' Bays in Branksome Avenue & Parkstone Avenue to Pay & Display**

4.6.1 Table 6 in Appendix 5 sets out the response to Questions 5 & 5a relation to the conversion of residents' bays at the northern end of both Branksome Avenue and Parkstone Avenue (western side) to Pay & Display bays



4.6.2 Overall, 43.2% of responses were in favour of the proposals and 56.8% against.

4.6.3 The following specific comments were made by residents opposed to the proposal to convert the bays to P&D:

- General disagreement with the proposed changes; and
- Unfair since residents still have to pay full price permits and will have less chance to find parking.

### **Response to objections and comments**

- 4.6.4 *Although surveys indicate that the proposed change should maintain sufficient on-street capacity to meet demand for residents parking it is recommended not to proceed with these amendments at this stage. This will allow the impact of other changes to be monitored and will help ensure the balance between residents and others is reasonable. If this monitoring demonstrates that there is sufficient spare capacity, the proposed change could be taken forward separately at a future date.*

### **4.7 Additional Consultation Responses**

- 4.7.1 A number of additional issues were raised as part of the consultation:

#### **Enforcement issues**

- 4.7.2 Concerns about a general lack of enforcement and cars/vans from local businesses parking illegally with no permits taking up residents' space. Also, it was reported that drivers often go the wrong way on Shaftesbury Road, which is one-way in part.

- 4.7.3 *Response: the CPZ is regularly patrolled (by 2 civil enforcement officers 5 times per day) and this level of enforcement will be maintained in the future. The signage in Shaftesbury Road has been reviewed and additional signs are proposed to make the one-way working clearer so that it can be enforced if necessary.*

#### **Permit pricing**

- 4.7.4 Some respondents complained that the proposed reduction in the CPZ hours/days of operation would mean that residents keep paying the same permit price for a lower level of service. In addition, some residents commented that the proposals amount to a 'money-making' scheme by the council.

- 4.7.5 *Response: The law relating to permit prices makes it clear that charges must be set to only cover the administration, maintenance and enforcement of the CPZ. In any event, the recommendation is to maintain the current days/hours so there will be no reduction in the level of service provided to residents.*

#### **Dover House parking issues**

- 4.7.6 Parking at Dover House is unrestricted and free. As a result, non-residents park in Dover House's off-street car park forcing residents to park on Bolton Road. This leads to congestion and dangerous parking (e.g. at the junction with Lancaster Road).

4.7.7 *Response: A separate residential parking scheme for Dover House is currently being investigated to alleviate the parking issues on the estate.*

#### **Parking anxiety**

4.7.8 As originally proposed, when residents come home after 6.30pm or during weekends, when hospital visiting is at its peak, some were concerned that they may not be able to find parking.

4.7.9 *Response: The analysis of parking permit sales indicates significant underutilisation of parking spaces in the existing NMH CPZ. Surveys also indicate that there will be sufficient parking bays within the CPZ for residents to park. In any event, the recommendation is not to change the current hours/days of operation.*

#### **Confusing restrictions and match-day operational concerns**

4.7.10 Some residents mentioned that the proposals could make it more confusing for visitors and residents, especially on a match-days. Residents also questioned how they or their visitors will know when a match is on at White Hart Lane. It was also highlighted that some visitors might be put off visiting residents on match-days.

4.7.11 *Response: The Council will provide signage for all parking bays in line with current best practice to inform the public of the different restrictions. The Council has decided not to proceed with changes relating to match-days, reducing the risk of possible confusion.*

#### **Impact on local businesses**

4.7.12 Residents commented that the proposed four-hour maximum stay in the Pay & Display bays would be too long and would discourage people from visiting local shops.

4.7.13 *Response: Although there are a very limited number of shops in the area, the operation of the P&D bays will be kept under review to ensure there is a sufficient turnover of spaces. Adjustments to the tariff structure and/or hours of operation can be made if necessary.*

#### **Visitor permits**

4.7.14 Some residents expressed the opinion that it is unfair that visitor permits would not be available for the whole day on match-days.

#### *Officer Response:*

4.7.15 *In a relaxation to the current arrangements, it is proposed to change the current arrangements so that visitor permits can be used on match-days up to 1 hour before kick-off. It is not recommended that visitor permit be valid for the whole*



*day on match-days as this would create a possible market for visitor permits to be sold onto those attending matches/events at Spurs.*

## **5. ALTERNATIVE OPTIONS CONSIDERED**

- 5.1 **Do nothing** – this option would mean that residents and their visitors would be left with the status quo and several operational issues relating to the current CPZ not being addressed.
- 5.2 **Controlled Parking Zone with alternative hours / days of operation** – the traffic orders could be part made, for instance to reduce the hours/days of operation but not implement the changes to the shared use and pay and display bays etc. This is not recommended as it does not make efficient use of kerb-side parking.

## **6. REASONS FOR RECOMMENDATIONS**

- 6.1 The proposed changes with regards to the on-street parking restrictions will benefit the residents, businesses within the NMH CPZ, as well as visitors to the hospital, by better utilising the underused residential parking. Changes to the current days and times of operation of the NMH CPZ are not recommended due to the relatively low 18% response rate, which falls well below the 40% threshold set by the Enfield CPZ Charter.

## **7. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS**

### **7.1 Financial Implications**

- 7.1.1 The estimated cost for implementing the proposed changes to the current NMH CPZ is £5,000 and this will be met from the Local Implementation Plan fund (LIP) set aside for transport improvements in Enfield in 2016/17. The operation and management costs of the CPZ will be met by issuing residential and visitor parking permits.
- 7.1.2 Expenditure once approved by Transport for London; will be fully funded by means of direct grant from TfL; governed through the TfL Borough Portal, hence no costs fall on Enfield Council. The release of funds by TfL is based on a process that records the progress of works against approved spending profiles. TfL makes payments against certified claims as soon as expenditure is incurred; ensuring that the Council benefits from prompt reimbursement of any expenditure.
- 7.1.3 TfL provides financial assistance to boroughs, for transport related projects and/or proposals under the GLA Act S159 1999. Under current arrangements, delegated authority is given to Boroughs to move funds within transport areas

or, subject to limits between areas. Underspends occurring during a financial year are normally returned to TfL and there is no presumption given that funding not required in a particular year can be carried forward.

7.1.4 The funding is provided to support local transport improvements that accord with the Mayor's Transport Strategy Goals and Outcomes. Use of the funding for purposes other than those for which it is provided may result in TfL requiring repayment of any funding already provided and/or withholding provision of further funding. TfL also retains the right to carry out random or specific audits in respect of the financial assistance provided.

## 7.2 Legal Implications

7.2.1 Under the provisions of the Road Traffic Regulation Act 1984 (as amended) and the Traffic Management Act 2004, the Council has the power to introduce and maintain on-street parking places and to charge for permits.

7.2.2 Section 122(1) Road Traffic Regulation Act 1984 states that it shall be the duty of every local authority upon whom functions are conferred by or under the Act (so far as practicable having regard to the matters specified in s122(2)) to secure the expeditious, convenient and safe movement of vehicular and other traffic (including pedestrians) and the provision of suitable and adequate parking facilities on and off the highway. S122(2) specifies a number of matters that may be taken into account, including the effect on the amenities of any locality, strategies prepared under the Environment Act 1995, and any other matters appearing to the local authority to be relevant. In addition, the relevant Guidance issued by the Government makes it clear that Authorities should never use parking charges just to raise revenue or as a local tax.

7.2.3 The proposed changes to the NMH CPZ will require the making of the Traffic Management Orders following the procedure set out in The Local Authorities' Traffic Orders (Procedure) (England and Wales) Regulations 1996.

7.2.4 The recommendations set out in this report are within the Council's powers and duties.

## 7.3 Property Implications

None identified.

## 8. KEY RISKS

<b>Operational</b>	The implementation of permit parking could lead to parking being displaced onto the surrounding streets. This can be mitigated by reviewing the impact of the CPZ post-implementation and by extending the CPZ boundary if there is sufficient local support.
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<b>Financial</b>	The extension of the CPZ will incur an initial capital cost and an on-going maintenance and enforcement cost. This risk is mitigated by the revenue that will be generated by permit charges and enforcement activities.
<b>Reputational</b>	<p>The introduction of car park charges may be perceived by some as simply a means to generate income for the Council. This is mitigated by the fact that the Council has to operate within a prescribed legislative framework relating to parking charges.</p> <p>By implementing a scheme despite some local opposition, it may be perceived that the Council is not listening to the views of residents. This is mitigated by the extensive consultation that has already taken place and the fact that the decision is based on the view of the majority that responded to the statutory consultation.</p>

## **9. IMPACT ON COUNCIL PRIORITIES**

### **9.1 Fairness for All**

Extensive consultation has been undertaken on the proposed measures to ensure that the views of all stakeholders have been taken into account in a fair and consistent way.

### **9.2 Growth and Sustainability**

The provision of shared-use and Pay & Display bays will encourage trade to local businesses

### **9.3 Strong Communities**

The delivery of the proposed measures has involved working closely with the local community to deliver successful schemes that respond to local needs.

## **10. EQUALITY IMPACT IMPLICATIONS**

Corporate advice has been sought in regard to equalities and an agreement has been reached that an equalities impact assessment / analysis is neither relevant nor proportionate for the implementation of changes to the NMH CPZ.

## **11. PERFORMANCE MANAGEMENT IMPLICATIONS**

The CPZ extension does not directly impact the specific performance measures set out in the Council Business Plan.

## **12. PUBLIC HEALTH IMPLICATIONS**

The extension of parking controls in the area will discourage people from driving to the area and encourage them to take up more sustainable and active modes of transport.

**Background Papers**

None



Proposed Operational Changes for North Middlesex Controlled Parking Zone

This map is intended for guidance only and should not be used as a basis for any legal proceedings. It is the responsibility of the user to verify the accuracy of the information shown on this map. © Enfield Council 2015

DWG No	APPENDIX X
SCALE	N.T.S.
DRAWN	D.R.
DATE	OCT 18
APPROVED	J.L.

**KEY**

- Proposed Shared Use Bay - Pay and Display (4 Hour Limit No Return Within 2 Hours) And Resident Permit Holders (No Time Limit)
- Proposed Pay and Display Parking Bay (4 Hour Limit No Return Within 2 Hours)
- CPZ Boundary





# Appendix 2

## Pay & Display Charges

### Bays affected:

- Existing P&D bays in Bull Lane
- Existing and proposed P&D bays in Bridport Road
- Proposed shared use bays in Bolton Road

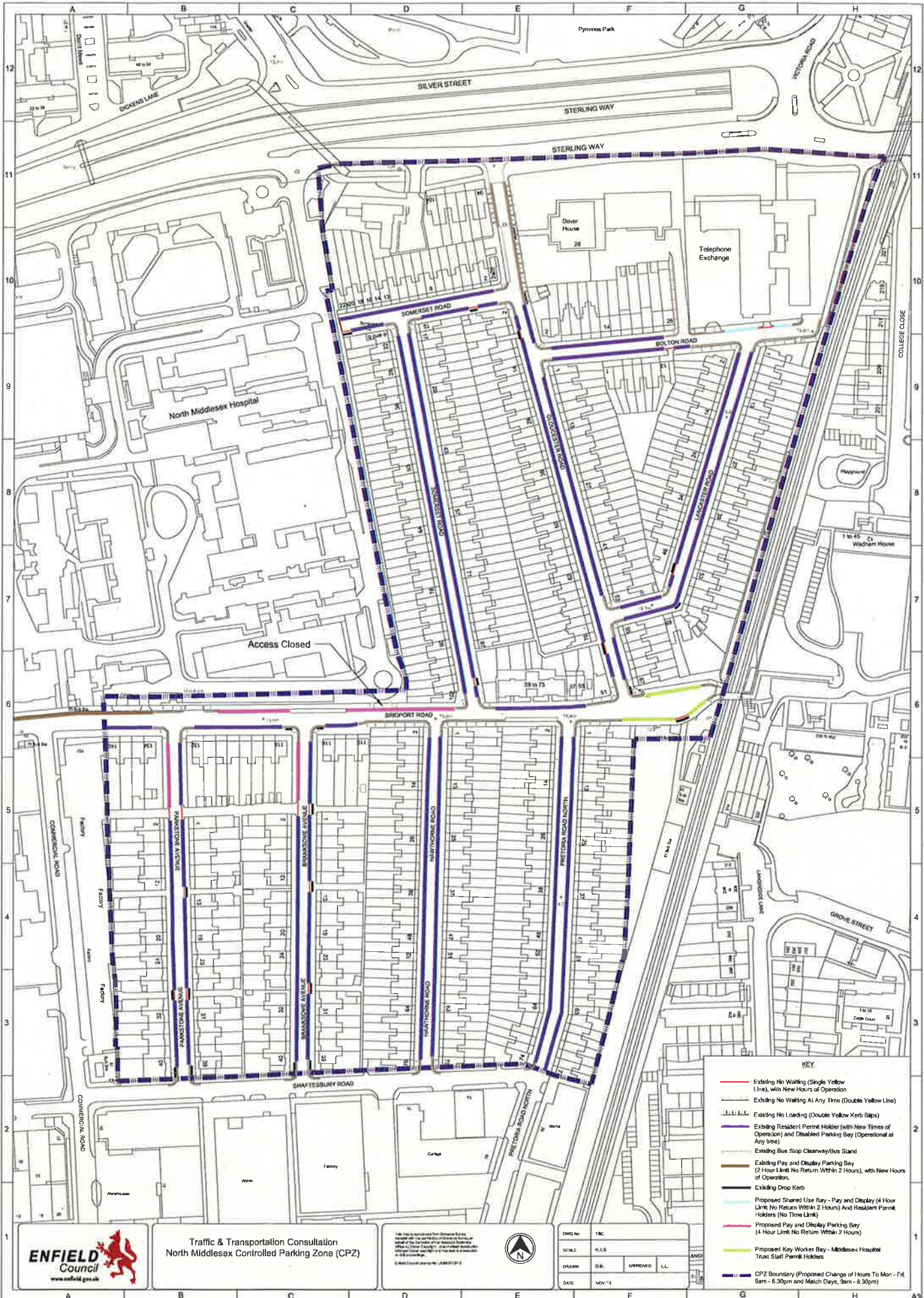
### Charges:

Period	Charge
For up to 15 minutes	£0.30
For up to 30 minutes	£0.60
For up to 1 hour	£1.20
For up to 2 hours	£2.40
For up to 3 hours	£3.60
For up to 4 hours	£4.80

### Charging period:

Monday to Sunday 9am to 6:30pm





- KEY**
- Existing No Waiting (Single Yellow Line), with New Hours of Operation
  - = Existing No Waiting At Any Time (Double Yellow Line)
  - Existing No Loading (Double Yellow Kerb Bays)
  - Existing Resident Permit Holder (with New Times of Operation) and Disabled Parking Bay (Operational at Any Time)
  - Existing Bus Stop Cleanways/Bus Stand
  - Existing Pay and Disability Parking Bay (2 Hour Limit No Return Within 2 Hours), with New Hours of Operation.
  - Existing Drop Kerb
  - Proposed Shared Use Bay - Pay and Display (4 Hour Limit No Return Within 2 Hours) And Resident Permit Holders (No Time Limit)
  - Proposed Pay and Disability Parking Bay (4 Hour Limit No Return Within 2 Hours)
  - Proposed Key Worker Bay - Middlesex Hospital Trust Staff Permit Holders
  - CPZ Boundary (Proposed Change of Hours To Mon - Fri 9am - 6.30pm and Match Days, 9am - 6.30pm)



**Traffic & Transportation Consultation  
North Middlesex Controlled Parking Zone (CPZ)**

1. This map is intended to provide a visual representation of the proposed changes to the North Middlesex Controlled Parking Zone (CPZ) and is not intended to be used as a legal document. The Council reserves the right to amend the map at any time without notice. © 2015 Enfield Council. All rights reserved.



DMZ No.	TBC
SCALE	N.T.S.
DRAWN	SB
DATE	NOV '15
APPROVED	LL





# North Middlesex Hospital

## Consultation on parking in your area: proposed change of hours & days



[www.enfield.gov.uk](http://www.enfield.gov.uk)



# North Middlesex Hospital

## Consultation on parking in your area: proposed change of hours & days

Enfield Council contacted you in 2013 for your views on proposed changes to the existing North Middlesex Hospital Controlled Parking Zone (CPZ). This followed an earlier consultation in 2012. We apologise for the delay in progressing these proposed changes. This was caused by a number of complex issues that needed to be resolved first.

We have now analysed the responses to both consultations carefully and based on the balance of opinion of respondents, the following changes are being proposed:

- Change in the current days of operation of the North Middlesex Hospital CPZ from:  
**Monday to Sunday 9am to 8.30pm to Monday to Friday 9am to 6.30pm and on match days 9am to 8.30pm.**
- Due to responses about visitor permits not operating for the whole day on match days at White Hart Lane, it is proposed that they would cease to be valid 1 hour before kick-off instead.

Surveys and the analysis of parking permit sales indicate a lot of spare parking spaces in the existing CPZ. We therefore propose to reallocate some of the parking bays as follows:

- Convert residents' parking bays to Key Worker parking bays (Monday to Sunday, 8am to 7.30pm), for the North Middlesex University Hospital Trust staff permit holders, along Bridport Road east of the junction between Gloucester Road and Bridport Road.
- Convert shared use (residents' and Pay & Display) parking places to Pay & Display parking along sections of Bridport Road between the junctions with Somerset Road and Parkstone Avenue. The Pay & Display parking bays will operate Monday to Sunday 9am to 6.30pm (to 8.30pm on match days), with a maximum stay of 4 hours.
- Convert residents' parking places to shared use parking places at sections along Bolton Road. The shared Pay & Display parking bays will operate Monday to Sunday 9am to 6.30pm (to 8.30pm on match days), with a maximum stay of 4 hours.

- Convert residents' parking places to Pay and Display parking at sections along Branksome Avenue and Parkstone Avenue. The Pay & Display parking bays will operate Monday to Sunday 9am to 6.30pm (to 8.30pm on match days), with a maximum stay of 4 hours.

The proposed amendments described above are detailed on the plan enclosed with this consultation leaflet; the latest parking permit prices are also included. We would be grateful for your views on the CPZ design shown on the enclosed plan. Your views are important even if you do not own a vehicle or park in your street, as your visitors may be affected by the proposals. Please complete the enclosed questionnaire and return it to us using the pre-paid envelope that this information was delivered in by no later than the **13<sup>th</sup> January 2016** – no stamp is required.

Alternatively, you can complete the questionnaire online at [www.surveymonkey.com/r/middlesexhospitalcpz](http://www.surveymonkey.com/r/middlesexhospitalcpz)

Please note that **only one response (online or by post)** per household will be accepted as a valid consultation response.

### Statutory Consultation

The enclosed questionnaire forms part of the Statutory Consultation process. This final stage of consultation is being run alongside a formal Statutory Consultation process that includes the advertisement of the relevant Traffic Management Orders on street and in the local press.

Completing the questionnaire does not affect your right to make a separate, more detailed response to the enclosed information or the Traffic Management Orders that have been advertised. Separate written responses can also be submitted using the pre-paid envelope provided or email ([parkingconsultations@jacobs.com](mailto:parkingconsultations@jacobs.com) quoting NMH CPZ) and must also be received by no later than **13<sup>th</sup> January 2016**.



## Next steps

A summary of the results of this consultation will also be published on the Council's website, approximately four weeks after the close of the consultation. Visit [www.enfield.gov.uk\progress](http://www.enfield.gov.uk\progress)

The Council will review the results of this consultation before reaching a final decision.

In addition, all objections and representations will be individually considered. All responses received during this Statutory Consultation process (including valid returned questionnaire forms) will be collated and reviewed, and changes will be made to the proposals if they are deemed appropriate. If the outcome of the consultation process indicates continuing broad support for the proposals, they are expected to be implemented on-street in early 2016.



## Any questions?

If you have any questions about this survey please call **020 7939 6433** or e-mail [parkingconsultations@jacobs.com](mailto:parkingconsultations@jacobs.com) quoting 'North Middlesex Hospital parking consultation'.

For help with translation of this document in another language or in format, call Customer Services on **020 8379 1000** or email [enfield.council@enfield.gov.uk](mailto:enfield.council@enfield.gov.uk)



## Resident, carer and special permit prices (emissions based)

For vehicles registered on or post 1st March 2001 (Y Reg) the prices are as follows:

CO <sub>2</sub> Emission Band	First Permit All day	Second Permit All day	Third + Permits All day	First Permit One to four hours	Second Permit One to four hours	Third + Permit One to four hours
Up to 100 CO <sub>2</sub> g/km	£20	£25	£30	£20	£25	£30
101-150 CO <sub>2</sub> g/km	£90	£135	£180	£40	£60	£80
151-185 CO <sub>2</sub> g/km	£100	£150	£200	£50	£75	£100
186 CO <sub>2</sub> g/km and above	£120	£180	£240	£60	£90	£120

For vehicles registered before 1st March 2001 the prices are as follows:

Engine Size	First Permit All day	Second Permit All day	Third + Permits All day	First Permit One to four hours	Second Permit One to four hours	Third Permit One to four hours
Up to 1549cc or less	£90	£135	£180	£40	£60	£8
1550cc to 3000cc	£100	£150	£200	£50	£75	£100
3001cc and above	£120	£180	£240	£60	£90	£120

Residents over the age of 65 will receive a 50% discount based on CO<sub>2</sub> emission band or engine size of vehicle. Blue badge holders who are entitled to apply are provided a resident's permit free of charge. Replacement permits are £20.

### Business permit prices

### Price

Business permit – all day

£660 or £165 for 3 months

Business permit – one to four hours

£60

### Visitor Scratch Cards

### Price

Visitor scratch cards (book of 10) – all day

£15

Visitor scratch cards (book of 10) – one to four hours

£7.50

**Contact Enfield Council**

Civic Centre  
Silver Street  
Enfield  
EN1 3XY

Tel: 020 8379 1000  
[www.enfield.gov.uk](http://www.enfield.gov.uk)



# Appendix 5

## Consultation Results by Street

Table 1: Consultation response rate per street

Streets within existing CPZ	Number of addresses (Royal Mail database)	Number of questionnaire responses	Response Rate
BOLTON ROAD	91	13	14.3%
BRANKSOME AVENUE	41	5	12.2%
BRIDPORT ROAD	38	12	31.6%
GLOUCESTER ROAD	115	12	10.4%
HAWTHORNE ROAD	78	15	19.2%
LANCASTER ROAD	62	10	16.1%
PARKSTONE AVENUE	44	14	31.8%
PRETORIA ROAD NORTH	80	12	15.0%
SOMERSET ROAD	101	25	24.8%
STERLING WAY	11	1	9.1%
COMMERCIAL ROAD	1	0	0.0%
<b>Existing CPZ (all streets)</b>	<b>662</b>	<b>119</b>	<b>18.0%</b>

**Table 2: Questions 1 & 1a - Do you approve of the proposed changes in the current days and times of operation of the North Middlesex Hospital CPZ from Monday to Sunday (9am to 8.30pm), to Monday to Friday (9am to 6.30pm) and match days (9am to 8.30pm)?**

Streets within CPZ	Number of addresses (Royal Mail database)	Response Rate	Q1					Q1a		
			YES	NO	Total	YES (% responses)*	NO (% responses)*	"I do not agree with the proposed hours of operation"	"I do not agree with the proposed days of operation"	Other
BOLTON ROAD	91	14.3%	13	0	13	100.0%	0.0%	0	0	0
BRANKSOME AVENUE	41	12.2%	4	1	5	80.0%	20.0%	1	1	0
BRIDPORT ROAD	38	31.6%	4	8	12	33.3%	66.7%	8	7	2
GLOUCESTER ROAD	115	10.4%	8	4	12	66.7%	33.3%	3	2	2
HAWTHORNE ROAD	78	19.2%	5	10	15	33.3%	66.7%	9	6	4
LANCASTER ROAD	62	16.1%	3	7	10	30.0%	70.0%	5	4	3
PARKSTONE AVENUE	44	31.8%	6	8	14	42.9%	57.1%	7	4	1
PRETORIA ROAD NORTH	80	15.0%	6	6	12	50.0%	50.0%	5	4	1
SOMERSET ROAD	101	24.8%	11	14	25	44.0%	56.0%	12	13	3
STERLING WAY	11	9.1%	1	0	1	100.0%	0.0%	0	0	0
COMMERCIAL ROAD	1	0.0%	0	0	0	0.0%	0.0%	0	0	0
<b>Existing CPZ (all streets)</b>	<b>662</b>	<b>18.0%</b>	<b>61</b>	<b>58</b>	<b>119</b>	<b>51.3%</b>	<b>48.7%</b>	<b>50</b>	<b>41</b>	<b>16</b>

\* based on the percentage of total responses

Table 3: Questions 2 & 2a - Do you approve of the proposed design for converting residents' parking bays to Key Worker parking bays (Monday to Sunday, 8am to 7.30pm), for the North Middlesex University Hospital Trust staff permit holders, along Bridport Road east of the junction between Gloucester Road and Bridport Road?

Streets within CPZ	Number of addresses (Royal Mail database)	Response Rate	Q2					Q2a			
			YES	NO	Total	YES (% responses)*	NO (% responses)*	"I do not agree with the proposed location of the key worker parking bays"	"I do not agree with the proposed days of operation"	"I do not agree with the proposed hours of operation"	Other
BOLTON ROAD	91	14.3%	10	3	13	76.9%	23.1%	1	0	1	1
BRANKSOME AVENUE	41	12.2%	4	1	5	80.0%	20.0%	1	0	0	0
BRIDPORT ROAD	38	31.6%	3	9	12	25.0%	75.0%	7	6	7	1
GLOUCESTER ROAD	115	10.4%	9	3	12	75.0%	25.0%	2	2	2	2
HAWTHORNE ROAD	78	19.2%	6	9	15	40.0%	60.0%	7	4	4	2
LANCASTER ROAD	62	14.5%	1	8	9	11.1%	88.9%	4	3	4	2
PARKSTONE AVENUE	44	31.8%	8	6	14	57.1%	42.9%	4	4	4	2
PRETORIA ROAD NORTH	80	13.8%	5	6	11	45.5%	54.5%	6	2	2	1
SOMERSET ROAD	101	24.8%	7	18	25	28.0%	72.0%	13	8	9	5
STERLING WAY	11	9.1%	0	1	1	0.0%	100.0%	0	0	0	1
COMMERCIAL ROAD	1	0.0%	0	0	0	0.0%	0.0%	0	0	0	0
<b>Existing CPZ (all streets)</b>	<b>662</b>	<b>17.7%</b>	<b>53</b>	<b>64</b>	<b>117</b>	<b>45.3%</b>	<b>54.7%</b>	<b>45</b>	<b>29</b>	<b>33</b>	<b>17</b>

\* based on the percentage of total responses

**Table 4: Questions 3 & 3a - Do you approve of the proposed design for converting shared use (resident's and Pay & Display) parking places to Pay & Display parking [Monday to Sunday 9am to 6.30pm (to 8.30pm on match days), with a maximum stay of 4 hours] along sections of Bridport Road between the junctions with Somerset Road and Parkstone Avenue?**

Streets within CPZ	Number of addresses (Royal Mail database)	Response Rate	Q3					Q3a			
			YES	NO	Total	YES (% responses)*	NO (% responses)*	"I do not agree with the proposed location of the Pay & Display bays"	"I do not agree with the proposed hours of operation of the Pay & Display bays"	"I do not agree with the proposed days of operation of the Pay & Display bays"	Other
BOLTON ROAD	91	14.3%	7	6	13	53.8%	46.2%	3	1	0	2
BRANKSOME AVENUE	41	9.8%	2	2	4	50.0%	50.0%	1	0	0	0
BRIDPORT ROAD	38	31.6%	2	10	12	16.7%	83.3%	7	9	9	2
GLOUCESTER ROAD	115	10.4%	8	4	12	66.7%	33.3%	2	1	1	3
HAWTHORNE ROAD	78	19.2%	4	11	15	26.7%	73.3%	8	6	5	4
LANCASTER ROAD	62	16.1%	3	7	10	30.0%	70.0%	5	4	2	2
PARKSTONE AVENUE	44	31.8%	8	6	14	57.1%	42.9%	5	5	5	1
PRETORIA ROAD NORTH	80	13.8%	5	6	11	45.5%	54.5%	5	2	3	1
SOMERSET ROAD	101	24.8%	7	18	25	28.0%	72.0%	12	9	9	5
STERLING WAY	11	9.1%	1	0	1	100.0%	0.0%	0	0	0	0
COMMERCIAL ROAD	1	0.0%	0	0	0	0.0%	0.0%	0	0	0	0
<b>Existing CPZ (all streets)</b>	<b>662</b>	<b>17.7%</b>	<b>47</b>	<b>70</b>	<b>117</b>	<b>40.2%</b>	<b>59.8%</b>	<b>48</b>	<b>37</b>	<b>34</b>	<b>20</b>

\* based on the percentage of total **responses**



**Table 5: Questions 4 & 4a - Do you approve of the proposed design for converting residents' parking bays to residents' and shared use parking [Pay and Display Bays, Monday to Sunday 9am to 6.30pm (to 8.30pm on match days), with a maximum stay of 4 hours] at sections along Bolton Road?**

Streets within CPZ	Number of addresses (Royal Mail database)	Response Rate	Q4					Q4a			
			YES	NO	Total	YES (% responses)*	NO (% responses)*	"I do not agree with the proposed locations of the shared use bays"	"I do not agree with the proposed hours of operation of the Pay & Display bays"	"I do not agree with the proposed days of operation of the Pay & Display bays"	Other
BOLTON ROAD	91	14.3%	10	3	13	76.9%	23.1%	2	0	0	1
BRANKSOME AVENUE	41	12.2%	3	2	5	60.0%	40.0%	1	0	0	0
BRIDPORT ROAD	38	28.9%	2	9	11	18.2%	81.8%	7	8	8	1
GLOUCESTER ROAD	115	10.4%	7	5	12	58.3%	41.7%	3	2	1	2
HAWTHORNE ROAD	78	19.2%	6	9	15	40.0%	60.0%	8	5	5	2
LANCASTER ROAD	62	16.1%	2	8	10	20.0%	80.0%	7	3	2	2
PARKSTONE AVENUE	44	31.8%	8	6	14	57.1%	42.9%	5	5	5	1
PRETORIA ROAD NORTH	80	13.8%	7	4	11	63.6%	36.4%	4	2	2	1
SOMERSET ROAD	101	24.8%	8	17	25	32.0%	68.0%	14	10	9	3
STERLING WAY	11	9.1%	1	0	1	100.0%	0.0%	0	0	0	0
COMMERCIAL ROAD	1	0.0%	0	0	0	0.0%	0.0%	0	0	0	0
<b>Existing CPZ (all streets)</b>	<b>662</b>	<b>17.7%</b>	<b>54</b>	<b>63</b>	<b>117</b>	<b>46.2%</b>	<b>53.8%</b>	<b>51</b>	<b>35</b>	<b>32</b>	<b>13</b>

\* based on the percentage of total responses

**Table 6: Questions 5 & 5a - Do you approve of the proposed design for converting residents' parking bays to Pay & Display bays [Monday to Sunday 9am to 6.30pm (to 8.30pm on match days), with a maximum stay of 4 hours] at sections along Branksome Avenue and Parkstone Avenue?**

Streets within CPZ	Number of addresses (Royal Mail database)	Response Rate	Q5					Q5a			Other
			YES	NO	Total	YES (% responses)*	NO (% responses)*	"I do not agree with the proposed locations of the shared use bays"	"I do not agree with the proposed hours of operation of the Pay & Display bays"	"I do not agree with the proposed days of operation of the Pay & Display bays"	
BOLTON ROAD	91	14.3%	11	2	13	84.6%	15.4%	1	0	0	1
BRANKSOME AVENUE	41	12.2%	1	4	5	20.0%	80.0%	3	1	2	1
BRIDPORT ROAD	38	31.6%	2	10	12	16.7%	83.3%	9	9	9	2
GLOUCESTER ROAD	115	10.4%	9	3	12	75.0%	25.0%	2	1	1	2
HAWTHORNE ROAD	78	19.2%	5	10	15	33.3%	66.7%	7	6	4	1
LANCASTER ROAD	62	16.1%	3	7	10	30.0%	70.0%	5	3	3	1
PARKSTONE AVENUE	44	31.8%	6	8	14	42.9%	57.1%	6	6	5	1
PRETORIA ROAD NORTH	80	13.8%	5	6	11	45.5%	54.5%	6	2	2	1
SOMERSET ROAD	101	24.8%	8	17	25	32.0%	68.0%	13	9	10	3
STERLING WAY	11	9.1%	1	0	1	100.0%	0.0%	0	0	0	0
COMMERCIAL ROAD	1	0.0%	0	0	0	0.0%	0.0%	0	0	0	0
<b>Existing CPZ (all streets)</b>	<b>662</b>	<b>17.8%</b>	<b>51</b>	<b>67</b>	<b>118</b>	<b>43.2%</b>	<b>56.8%</b>	<b>52</b>	<b>37</b>	<b>36</b>	<b>13</b>

\* based on the percentage of total responses

**MUNICIPAL YEAR 2016/2017 REPORT NO.**

**ACTION TO BE TAKEN UNDER  
DELEGATED AUTHORITY**

**OPERATIONAL DECISION OF:**  
Director – Regeneration  
and Environment

<b>Agenda – Part:</b>	<b>KD Num: 4379</b>
<b>Subject: Acceptance of Football Foundation Grant for 3G Pitch</b>	
<b>Wards: Southbury</b>	

Contact officer and telephone number: Matthew Watts ext. 5430

E mail: [matthew.watts@enfield.gov.uk](mailto:matthew.watts@enfield.gov.uk)

<b>1. EXECUTIVE SUMMARY</b>
1.1 This report seeks authority for the Council to accept £522,007 of funding from the Football Foundation for the installation of a third generation artificial grass pitch at Enfield Playing Fields and to match fund the sum of £150,000.
1.2 Acceptance of the grant would be on the conditions set out within the grant offer.

<b>2. RECOMMENDATIONS</b>
It is recommended that the grant is accepted via the signing of the grant agreement.

### 3. BACKGROUND

- 3.1 In 2015 the Football Association (FA) wrote to Enfield Council to express their interest to support grass roots football within the borough through an offer of funding for a new full size 3<sup>rd</sup> generation artificial grass pitch (3G AGP) at Enfield Playing Fields.
- 3.2 The FA had identified that there is a deficiency of up to seven AGP's within the borough, and acknowledged Enfield Playing Fields as a hub site for football development within the borough. A new AGP has recently been constructed at Enfield Grammar School, but there still remains a deficiency within the borough.
- 3.3 In February 2016 a funding bid was submitted by the Council to the Football Foundation (the organisation who distributes the grants) for the installation of one full size third generation artificial grass pitch at Enfield Playing Fields.
- 3.4 The Football Foundation has recently written to the Council notifying that the application has been successful and authority is now required to accept the grant. The total estimated cost of the project is £672,007, of which £522,007 (78%) will be provided by the Football Foundation via the Premier League and The FA's Facilities Fund. The remaining £150,000 would come from the Council's leasing fund and will be repaid from the income generated from the facility.
- 3.5 The overall estimated cost of the project has increased since authority was sought to apply for the funding (report ENV 14.181) due to the Council's decision to increase the mitigation measures e.g. the addition of acoustic fencing. However, the additional costs are included within an increased total grant offer from the Football Foundation and have no impact on the amount of match funding required from the Council.
- 3.6 There are a range of conditions that the Council would have to meet both prior to accepting the funding, and throughout the duration of the project. The full terms and conditions of the grant offer, which have been reviewed by the Council's Legal and Financial Teams, can be found within appendix 1 (general terms and conditions of grant) and appendix 2 (additional grant conditions) accompanying this report. Some of the key conditions of the grant are set out, in detail, within the additional grant conditions (appendix 2) and include:

#### **Pre-construction Conditions**

- ***That a full Planning Permission document is agreed in writing by the Football Foundation before works start on site.***  
Planning permission was granted for the development at a meeting of the Council's Planning Committee on Tuesday 18<sup>th</sup> October 2016. Planning permission was granted with conditions which are outlined in appendix 3. A copy of the Planning Permission decision has

already been sent to the Football Foundation to provide the required evidence to meet this grant condition.

- ***That the Council agrees in writing to cover any income shortfall without increasing hire charges. Written confirmation to be provided to the Football Foundation prior to work starting on site.***

Income projections identify that the facility will generate surplus income, as outlined in section 6.1.4 below. This projection is based on the proposed charges that have been independently benchmarked against other similar facilities in the borough and predicted usage figures following significant interest by existing users of the Playing Fields. The income and expenditure figures have been signed off by the Council's Finance Team and with the Football Foundation who approved the business plan as part of the funding bid.

### **Pre-opening Conditions**

- **That a Service Level Agreement is agreed and signed with Enfield Town Youth FC and Tottenham Hotspur Foundation.** When the FA wrote to Enfield Council expressing their interest to invest in the facility they stated that they wanted the facility to benefit local grass roots clubs, specifically Enfield Town FC and the Tottenham Hotspur Foundation. As part of the development of the funding bid all of the existing users of Enfield Playing Fields were engaged to determine their potential use of the facility and involvement in a football development plan (FDP). Both Enfield Town FC and the Tottenham Hotspur Foundation expressed an interest in supporting the delivery of the FDP, and following the award of the grant, this will now be formalised through the agreement of a Service Level Agreement with these organisations.
- **That should the income from the 3G FTP fall below the projection forecast within the submitted income and expenditure (I&E) forecast, that the London Borough of Enfield agree that the sinking fund of £25,000 is maintained, and that any deficit is serviced by deferral of the loan repayment.**

As outlined above, income projections identify that the facility will generate a surplus of income, as highlighted in section 6.1.4 below. These projections are based on the deficiency of 3G AGP's within the borough, proposed charges that have been benchmarked against similar facilities in the borough, and a usage plan that has been developed following significant expressions of interest from the existing users of Enfield Playing Fields. If income was lower than the I&E forecast then we would also expect expenditure to be lower (utilities, on-site management costs, maintenance costs etc.) and consequently there would not be a deficit and a scenario where the sinking fund was at risk.

### **Final 5% Condition**

- **Health & Safety and maintenance compliance conditions associated with the safe opening and operating of the facility,**

**e.g. the goals comply with British Standards; a representative of the maintenance staff passes the Institute of Groundsmanship course on synthetic pitch maintenance etc.** These conditions will be met through the procurement process of the facility, and/or by monitoring each condition during the duration of the project. The Steering Group, which will be chaired by the Head of Commercial and Client Services, will be tasked with developing and delivering a framework to monitor all health & safety, performance and compliance elements for the facilities.

- 3.7 Should the grant be accepted by the Council, the construction of the facility would be tendered via the Football Association's framework of 3G pitch providers and a final capital cost would be identified for the construction of the facility. If the cost of the winning bid was higher than the grant amount that has been offered, then the Council would seek an increased grant from the Football Foundation to cover the shortfall. If an agreement was not reached with the Football Foundation to cover a grant shortfall then the Council would have an opportunity to withdraw from the programme.
- 3.8 If the grant is accepted then the Council would also be required to erect signs at the facility to promote the fact that the facility was provided by the Premier League and the FA's Facilities Fund and all publicity associated with the facility would also need to make reference to this.

#### **4. ALTERNATIVE OPTIONS CONSIDERED**

Not to accept the offer of funding and not to proceed with the installation of the 3G AGP at Enfield Playing Fields.

#### **5. REASONS FOR RECOMMENDATIONS**

- 5.1 Subject to meeting the grant conditions; acceptance of the grant would facilitate the following benefits:
- Help to further develop grass roots football within Enfield at a time when sports participation is in decline,
  - Support the Council's wider public health objectives by providing a high quality facility for people to exercise,
  - Generate revenue that would be invested back into the grass pitches to improve their quality, and
  - Address a deficiency of artificial grass pitches within the borough that has been identified by the sport's national governing body.

#### **6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS**

##### **6.1 Financial Implications**



- 6.1.1 The Football Foundation has approved a capital grant of 78% of a total project cost £672,007 subject to a maximum payment of £522,007 to the London Borough of Enfield; towards new floodlit 3G FTP (for grant conditions please see appendix 2).
- 6.1.2 Acceptance of the £522,007 grant from the Football Foundation would require Enfield Council to provide £150,000 of match funding. As outlined within report ENV 14.181, the Council's match funding would be provided by the Council's internal leasing fund and repaid over a ten year period at an overall cost of £172,500 (£17,250 per annum).
- 6.1.3 The annual repayment would be paid back via the income generated from the facility (see table 1). The annual contribution to the internal leasing fund will be charged to the sports pitches cost centre (ES4027).
- 6.1.4 The estimated running costs of the facility, which include the repayments to the Council's leasing fund, would be £65,000 against an estimated income of £75,000 in year 1. These estimated costs and revenues would increase to £75,000 and £90,000 respectively by year 5, which would result in a projected surplus of £9,935 in year 1 and £15,589 by year 5. This is summarised in the table below:

**Table 1 (Produced by an independent consultancy firm & signed off by the grant awarding body)**

Overall site Summary	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 to Year 10
Income	£74,713	£79,313	£84,093	£86,549	£90,917	Income and cost is estimated to remain at the year 5 rate
Expenditure (Including Internal Leasing Costs)	£64,778	£70,417	£71,761	£75,130	£75,328	
Surplus /Deficit	£9,935	£8,896	£12,332	£11,419	£15,589	

- 6.1.5 The projected costs include an annual contribution of £25,000 (grant condition – appendix 2) towards a Sinking Fund, which would be invested back into the 3G pitch to fund a new surface (the astro-turf surface) at the end of the asset life (10 years). It is proposed that a reserve will be created to capture the contributions to the sinking fund from the Sports Pitches Cost Centre (ES4027). The Finance Team has reviewed and agreed the business plan produced by the independent consultant and signed off by the grant awarding body who approved the projected income and expenditure assumptions.

## 6.2 Legal Implications

- 6.2.1 The Council has power under section 1(1) of the Localism Act 2011 to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. . There

is no express prohibition, restriction or limitation contained in a statute against use of the power in the way proposed. There is also a specific power in s19 (1)(b) Local Government (Miscellaneous Provisions) Act 1976 to provide outdoor recreational facilities, including pitches and a power to contribute by way of grant towards the expenses incurred.

- 6.2.2 Acceptance of the grant from the Football Foundation would require the Council to sign-up to a number of conditions, which are appended to this report in the form of a letter from the Football Foundation and standard terms and conditions. There are a number of pre-construction conditions, pre-opening conditions and ongoing conditions that the Council would need adhere to, otherwise the Council would be in breach of the grant offer. The claw back period is the usual 21 years. There is an obligation on the part of the Council to pay the Foundation's legal costs in arranging for a restriction to be registered against the land. This is common practice and is not likely to involve substantial costs (usually in the region of £500). The Legal Team has reviewed the Terms and Conditions and is satisfied with their content.

### **6.3 Property Implications**

There are no property implications from the recommendation to accept the grant from the Football Foundation. The Council owns the freehold of Enfield Playing Fields and Fields in Trust have written to Council giving their support for the proposed facility. The usual practice (and which is being followed here) is for a restriction or caution to be entered against the title which prevents the sale of the land by the Council without the consent of the Football Foundation.

## **7. KEY RISKS**

- 7.1 There is a risk to the Council of the grant being recovered if the Council fails to observe the grant conditions set out by the Football Foundation. To mitigate this risk the project steering group, which it is proposed will be chaired by the Head of Commercial and Strategic Client Services, will monitor the grant conditions to ensure they are adhered to.
- 7.2 There is also the risk that the Council would need to finance the annual repayments for the match funding that the Council would be required to provide irrespective of the success of the facility. Mitigate of this risk has already been undertaken via the business planning process undertaken by the consultants. This work has identified enough demand to ensure that the facility generates a surplus.
- 7.3 The Council would need to cover any income shortfall and does not increase hire charges to cover a shortfall. To mitigate this risk the Council has worked with consultants to project demand for the facility. The projections are based on the number of teams who have expressed an interest in using the AGP, and these projections have identified that the facility will generate surplus income each year.

## **8. IMPACT ON COUNCIL PRIORITIES**

### **8.1 Fairness for All**

Acceptance of the grant would facilitate the construction of a new 3G AGP that would benefit the whole of Enfield's community via an all-weather new sporting venue. Whilst there would be a charge for use, the facility would have low cost slots that would be accessible to the whole community.

### **8.2 Growth and Sustainability**

Should the decision be taken to accept the grant and construct the facility, then the revenue generated from the facility would be invested back into the grass pitches. This would support the Council's wider sporting offer and help achieve strong and sustainable communities.

### **8.3 Strong Communities**

The facility would bring the community together to lead healthier lifestyles and integrate.

## **9. EQUALITY IMPACT IMPLICATIONS**

Advice has been sought from the Council's Corporate Equalities Team and it has been confirmed that it is not necessary or proportionate to undertake an equalities impact assessment for the decision regarding acceptance of the grant offer.

## **10. PERFORMANCE MANAGEMENT IMPLICATIONS**

There are no performance management implications associated with the recommendation to accept the grant from the Football Foundation.

## **11. HEALTH AND SAFETY IMPLICATIONS**

There are no health and safety implications associated with the recommendation to accept the grant from the Football Foundation.

## **12. PUBLIC HEALTH IMPLICATIONS**

Acceptance of the grant will facilitate the installation of an artificial grass pitch that will support grass roots football and people getting more active. The facility will help Enfield's residents access an outdoor space where they can exercise and develop healthier lifestyles. Physical activity is associated with a reduction of long-term conditions of 20 - 40%. Long-term conditions account for 70% of the NHS budget.

**Background Papers**

None

Appendix 1

## Football Foundation

### PL/FA:FF Grants

## General Terms and Conditions of Grant

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### 1. Definitions

1.1 For the purposes of the Grant and the Grant Agreement (as defined below) the following expressions shall have the meanings respectively ascribed to them:

- "Organisation Application" means the application submitted by or for the Organisation for a Grant in respect of the Project and shall include all written and oral representations made by the Organisation to the Foundation regarding the Organisation, the Project and the Facilities
- "Business Plan" means a plan prepared by the Organisation relating to the financial and operational management and marketing of the Project and the Facilities
- "Capital Funding" means the Grant (or part of Grant) referred to in the Grant Offer Letter that relates to funding which is to be used for the purchase, construction or development of Facilities and/or Grant Assets
- "Clawback Period" means the period of 21 years from the date of acceptance of the Grant
- "Facilities" means any facility, capital equipment (including Grant Assets), buildings (including fixtures and fittings) and/or land in respect of which the Grant is made as specified in the Grant Agreement and shall include, without limitation, any facility, equipment, buildings and/or land proposed to be acquired or improved as a result of the Grant
- "Football Development Plan" means a plan prepared by the Organisation setting out the aims, objectives, responsibility and timescales relating to the development of football in the area in which the Facilities are situated
- "Foundation" means the Football Foundation (registered company number 3876305; registered charity number 1079309) whose registered office is at Whittington House, 19-30 Alfred Place, London, WC1E 7EA and references to the Foundation shall include the Foundation, its staff and any other person representing the Foundation
- "Funders" means the Big Lottery Fund, the Exchequer, Sport England, the Football Association Limited and the Football Association Premier League Limited, as applicable
- "General Terms and Conditions" means these terms and conditions

<p>"Grant"</p> <p>"Grant Assets"</p> <p>"Grant Agreement"</p> <p>"Grant Offer Letter"</p> <p>Organisation"</p> <p>"Practical Completion"</p> <p>"Project"</p> <p>"Project Specification"</p> <p>"Revenue Funding"</p> <p>"Sign Contractor"</p> <p>"Sport England"</p>	<p>means the sum referred to in the Grant Offer Letter awarded to assist in financing the Project which may consist of Capital Funding and/or Revenue Funding</p> <p>means any property (i) whose acquisition, creation or improvement is funded in total or in part by the Grant; and (ii) that has an acquisition cost or value (whichever is higher) of £1,000 or above; and (iii) that has an economic life of three years or more (based on normal accounting practice)</p> <p>means the agreement entered into between the Organisation and the Football Foundation in the form of a Grant Offer Letter, which incorporates these General Terms and Conditions</p> <p>means the grant offer letter sent to the Organisation confirming the Grant</p> <p>means the organisation or organisations to which the Grant is made</p> <p>means, where the Facilities are land or buildings to be constructed or improved as a result of the Grant, the date specified in any certificate issued by the supervising architect, surveyor, engineer or other competent professional as the date on which work on the Facilities was practically completed under the terms of the relevant building contract</p> <p>means the project or projects described in the Application, the Football Development Plan, and/or the Grant Offer Letter</p> <p>means the most recent specification for the Project supplied by the Organisation and approved by the Foundation</p> <p>means the Grant (or part of Grant) referred to in the Grant Offer letter that relates to funding which is to be used for management or development of projects and/or the purchase of equipment that does not constitute Grant Assets</p> <p>means the person named in the Grant Agreement as the Foundation's authorised supplier of signs, or such other person as may from time to time be notified by the Foundation to the Organisation; and</p> <p>means The English Sports Council.</p>	<p>1.2 References in the Grant Agreement to any clause, sub-clause or Schedule without further designation shall be construed as a reference to the clause, sub-clause or Schedule to the Grant Agreement so numbered.</p> <p>2. <b>Use of Grant (All Grants)</b></p> <p>2.1 The Grant will be used solely towards the Project in accordance with the Grant Agreement, and only by the Organisation, and under no circumstances shall it be used for any other purpose.</p> <p>2.2 The Organisation will use its best endeavours to deliver the aims and objectives detailed in the Football Development Plan and in accordance with the Business Plan.</p> <p>2.3 Delivery of the Project will comply with any Project Specifications agreed with the Foundation.</p> <p>3. <b>Construction of Facilities (Capital Funding Only)</b></p> <p>Where land or buildings are to be acquired, constructed or improved as a result of the Grant, -</p> <p>3.1 the highest standard of Facilities must be aimed for;</p> <p>3.2 the Organisation must have security of tenure of the Facilities and/or the land on which the Facilities are built for the Clawback Period by means of a freehold or uninteruptible leasehold. A copy of any relevant lease must be sent to the Foundation on request;</p> <p>3.3 the construction, improvement and/or development of the Facilities must be supervised throughout by a qualified architect, surveyor or engineer or other competent professional;</p> <p>3.4 the Organisation must take into account and make appropriate provision for use and enjoyment of the Facilities by people with disabilities; and</p> <p>3.5 the Organisation will notify the Foundation immediately following Practical Completion.</p> <p>4. <b>Construction/Development of the Facilities (Capital Funding Only)</b></p> <p>In respect of the costs of construction and/or development of the Facilities:</p> <p>4.1 at least three competitive tenders for the provision of the Facilities shall be obtained by the Organisation in accordance with normal tender and contract procedures;</p> <p>4.2 an explanation of the tender accepted shall be submitted to the Foundation prior to works being commenced. The explanation must be satisfactory to the Foundation, failing which the Grant may be withdrawn by the Foundation at its sole discretion and any Grant monies already paid shall immediately become repayable to the Foundation;</p>
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- 4.3 a copy of the original "form of tender" from the appointed contractor for the construction works shall be submitted, together with a list of the unsuccessful tenders. On Facilities where a "tender report" is prepared by a consultant quantity surveyor, architect, or other professional, a copy of this report shall also be submitted; and
- 4.4 the Organisation shall ensure that the Foundation has the right, in its absolute discretion, to inspect and copy the relevant documents and records of all persons from whom tenders have been obtained in relation to the Project
5. **Management & Use of Project and Facilities (Capital Funding Only)**
- 5.1 The purpose of the Project, the arrangements for management and community use of the Facilities and the purpose for which the Facilities are used shall be as set out in the Application and the Grant Agreement and shall not be changed throughout the Clawback Period without the prior written consent of the Foundation.
- 5.2 The Organisation undertakes, warrants and agrees to use its best endeavours to manage and operate the Project and the Facilities in accordance with the aims, objectives, targets, and timescales set out in the Football Development Plan and the Business Plan.
- 5.3 The Organisation shall at all times throughout the Project and the development of the Facilities and until the expiry of the Clawback Period:
- 5.3.1 ensure that, unless the Foundation has given its prior written consent, the fees and charges for use of the Project and the Facilities by members of the public do not increase beyond any increase in the Retail Price Index from the date on which the Application was approved by the board of the Foundation;
- 5.3.2 keep the Facilities, and all facilities, fittings or equipment used in connection with them in good repair and condition and undertake all things as may be necessary to ensure their proper maintenance;
- 5.3.3 decorate all internal and external parts of the Facilities following their construction as often as may be necessary in the opinion of the Foundation;
- 5.3.4 take out and keep in force a comprehensive policy of insurance with reputable insurers to cover the Project, the Facilities, the Grant Assets, their use and any activities carried out thereon against and in respect of all usual risks (including third party, public, employee and occupier's liability) to their full replacement value (where relevant), and a copy of the current policy and evidence of premium payment shall be provided to the Foundation upon request;
- 5.3.5 make and operate satisfactory arrangements for the storage and safekeeping of any equipment, or Grant Assets, acquired or improved as a result of the Grant. If any such equipment is lost or

- otherwise unavailable for use the Organisation shall replace it as soon as reasonably practicable at no cost to the Foundation;
- 5.3.6 take into account and make appropriate provision for use and enjoyment of the Project and the Facilities by people with disabilities;
- 5.3.7 ensure that no-one will be denied access to use the Project or the Facilities on grounds of disability, race, creed, colour, sex, occupation, sexual orientation, religion or political persuasion;
- 5.3.8 comply with all statutory requirements and other laws and regulations relating to the Project and the Facilities and the development and operation thereof, including without limitation employers' liability insurance, the national minimum wage, the "Working Time" Directive, health and safety, child protection, data protection, intellectual property, and religious, political, race, sex and disability discrimination requirements, laws and regulations.
- 5.4 The Organisation must inform the Foundation in writing of anything that materially threatens, makes unlikely, or delays the completion or success of the Project and the Facilities.
6. **Management of the Project (Revenue Funding Only)**
- 6.1 The purpose and the duration of the Project shall be as set out in the Application and the Grant Agreement and shall not be changed without the prior written consent of the Foundation.
- 6.2 The Organisation undertakes, warrants and agrees to use its best endeavours to manage and operate the Project in accordance with the Football Development Plan and the Business Plan.
- 6.3 The Organisation shall at all times throughout the Project:
- 6.3.1 ensure that, unless the Foundation has given its prior written consent, the fees and charges for the use or participation in the Project by members of the public do not increase beyond any increase in the Retail Price Index from the date on which the Application was approved by the board of the Foundation;
- 6.3.2 take out and keep in force a comprehensive policy of insurance with reputable insurers to cover the Project in respect of all the usual risks and provide a copy of the current policy and evidence of premium payment to the Foundation upon request; and
- 6.3.3 comply with the provisions of 5.3.5 to 5.3.8 and 5.4 in relation to the Revenue Funding.
- 6.4 Where Revenue Funding is to be used for the employment of staff or consultants the Organisation shall:

- 6.4.1 advertise for the post and supply details of the post, the recruitment process and any recruitment advertisements to the Foundation; and
- 6.4.2 obtain the prior written consent of the Foundation to the matters in clause 6.4.1; and
- 6.4.3 throughout the selection, recruitment and appointment process apply equal opportunity policies; and
- 6.4.4 supply to the Foundation details of the terms of employment if requested by the Foundation.
- 7. Payment**
- 7.1 Payments of Grant will only be paid into an ordinary business bank account in the name of the Organisation. Cheques from the account must be signed by at least two individuals.
- 7.2 The Organisation shall not deposit any part of the Grant outside ordinary business accounts within the clearing bank system, without the prior written consent of the Foundation.
- 7.3 The Foundation reserves the right to call for proof of payment.
- 7.5 No Grant will be paid until the Foundation is satisfied (acting reasonably) that such payment will be in relation to proper expenditure for the Project.
- 7.6 The Organisation must promptly repay to the Foundation any Grant incorrectly paid to it as a result of any administrative error. This includes (without limitation) situations where either an incorrect value of Grant has been released or where Grant has been released in error before all applicable General Terms and Conditions of Grant have been complied with by the Organisation.
- 7.7 The Organisation must request the first payment of Grant within six (6) months of the date of the Grant Offer Letter, unless otherwise agreed in writing by the Foundation. If this date cannot be met, the Organisation must promptly send the Foundation a written explanation as to the reasons for the delay in requesting payment. If the first payment of Grant is not requested by the Organisation within six (6) months of the date of the Grant Offer Letter, the Grant will automatically lapse without the Foundation providing any additional warning or other form of notification to the Organisation. Thereafter, the Foundation will not be liable for making any future Grant payments and the Grant Agreement shall terminate immediately provided always that termination of the Grant Agreement for whatever cause shall not prejudice or affect the rights of one party against the other in respect of any breach of the Grant Agreement.
- 7.8 The Organisation must request the last payment of the Grant within twelve (12) months of the date that the first claim is paid by the Foundation, unless otherwise agreed in writing by the Foundation. If not requested within such

twelve (12) month period the Foundation will have no obligation to make any further payment(s) pursuant to the Grant Agreement.

**8. Claiming Capital Funding**

- 8.1 Capital Funding to purchase, construct or develop Facilities shall be paid as follows:
- 8.1.1 on compliance with any pre-construction conditions and pre-claim capital conditions set out in paragraph 1.1 of the Offer Letter and on receipt of appropriately completed claim forms and accompanying invoices the Foundation will pay claims at the same percentage rate that the Grant bears to the Project cost as set out in the Grant Offer Letter. This will continue until 95% of the Capital Funding has been released. The remaining 5% of the Capital Funding will only be paid:-
- (a) on receipt of an independent auditors certificate (or, where previously agreed with the Foundation, a statement confirming the relevant accounts have been independently examined);
  - (b) on receipt of a certificate of practical completion;
  - (c) on receipt of a certificate confirming all relevant Building Control Regulations have been complied with and any mechanical and electrical test certificates;
  - (d) on receipt of written confirmation from the planning department confirming the discharge of any conditions attached to the planning approval; and
  - (e) on completion of a site visit by the Foundation or its agent; and
  - (f) on satisfaction any other condition that remains outstanding specified in the Grant Offer Letter.
- 8.1.2 the Organisation must ensure that sufficient funds are retained to meet the balance of any costs and to cover the period between the penultimate payment and completion of the work to be funded by the Capital Funding; and
- 8.1.3 claim forms will be provided by the Foundation and should be completed and returned as the work progresses. Each form must include a completed statement of expenditure and details of the net value of the work completed at each claim stage (excluding voluntary labour, other contributions in kind, contractual retention fees and other non-allowable costs). The form must be countersigned by an appropriately qualified and authorised person and must be accompanied by appropriate supporting documentation.

## 9. Claiming Revenue Funding

- 9.1 On compliance with the pre-claim revenue conditions set out in paragraph 1.1 of the Offer Letter and on receipt of satisfactory completed revenue claim form and relevant supporting documents, the Foundation will pay claims six monthly in arrears in accordance with and at the same percentage rate detailed in Schedule One to the Grant Offer Letter.
- 9.2 Where Capital Funding is being provided then notwithstanding clause 9.1, no Revenue Funding will be paid unless the first claim under the Capital Funding element has been paid.

## 10. Project publicity

- 10.1 Where Capital Funding has been received:

10.1.1 throughout the Project and during the Clawback Period the Organisation will be asked to erect at the site of the Project and/or at the Facilities such internal and/or external signs reflecting the Grant as may be supplied to it by the Sign Contractor on behalf of the Foundation;

10.1.2 the Organisation shall be responsible for obtaining all approvals or consents for installation of the sign as may be required by statute, contract, landlord permission or otherwise;

10.1.3 on delivery of any sign to the Organisation the sign will become the property of the Organisation, which will maintain all signs to a satisfactory and safe condition. The Organisation will notify the Foundation and the Sign Contractor immediately if there are any defects in the sign or its installation;

10.1.4 the Organisation shall for the Clawback Period officially acknowledge the support of the Foundation in all materials which refer to the Project, and all spoken public presentations about the Project; and shall include (where appropriate or where requested by the Foundation) the Foundation's logo and, if asked by the Foundation, the names and/or logos of such of the Funders as the Foundation shall specify, provided always that the Foundation's logo may only be used with the prior written consent of the Foundation.;

10.1.5 the Organisation will co-operate with the Foundation in respect of publicity for the Grant. The Foundation will co-ordinate media activity in respect of the Grant. The Organisation shall not issue any public release nor hold any press conference about the Grant or the Facilities without the prior written consent of the Foundation; and

10.1.6 the Organisation shall arrange an official opening ceremony for the Project and/or the Facilities (in the latter case within a reasonable period after completion of the Facilities), which the Foundation may

attend. The Organisation shall liaise with the Foundation to agree a date of and the arrangements for the opening ceremony.

10.2 The Organisation will keep the Foundation informed of any sponsorship relating to an event, programme or facility wholly or substantially funded by the Grant, will use its best endeavours to include in any such sponsorship agreement(s) entered into after the date of this Agreement a clause prohibiting the sponsor ambushing the Foundation's Grant or by taking credit due to the Foundation or its Funders for that funding and will use all reasonable endeavours to prevent ambush marketing tactics by the sponsor and ensure the Foundation and its Funders receive appropriate credit proportionate to the amount of funding it has contributed. For the avoidance of doubt, this clause shall not prevent a sponsor taking full credit for its own funding.

10.3 Where Revenue Funding has been received the Organisation will give appropriate recognition for the financial contribution provided by the Foundation for the duration of the Project.

10.4 For all Grants the Foundation shall have the right to promote its association with the Organisation, the Project and Facilities publicly and the Organisation shall grant the Foundation a licence without charge to use the name and image of the Organisation without restriction for this purpose.

## 11. Project monitoring

11.1 The Project and the Facilities shall be closely monitored by the Foundation throughout the Clawback Period to ensure that the aims and objectives specified in the Application, Football Development Plan, Business Plan and Project Specification are being met, that the Grant Agreement is adhered to and that the Project and the Facilities represent good value for money.

11.2 Wherever it requires during the Clawback Period (including without limitation at any time both during the development and/or construction phases of the Project and the Facilities and after completion of the Project and the Facilities), the Foundation and any person authorised by the Foundation may make unannounced visits (including without limitation site visits, site audits and compliance visits) and may request meetings, for the purposes of monitoring the Project and the Facilities and monitoring compliance with the Grant Agreement. The Organisation will facilitate and co-operate in the arrangement and conduct of such visits and meetings, and shall allow the Foundation and any person authorised by the Foundation access to inspect the Project and/or the Facilities at any time.

11.3 The Organisation will promptly provide to the Foundation any information and/or reports (including without limitation regular progress reports) requested by the Foundation in connection with the Project, the Facilities or the Organisation and its activities. The Organisation will complete any questionnaires requested by and respond promptly to any questions raised by the Foundation.

- 11.4 The Organisation shall evaluate and monitor the Project and, where Capital Funding has been provided, the Facilities, their use and success, and shall cooperate with and provide all the assistance required by the Foundation to allow the Foundation to evaluate and monitor the Project and the Facilities and their use and success. In particular, but without limitation, the Organisation shall keep records of the number of jobs created by the Project and Facilities, the number of users and other beneficiaries of the Project and the Facilities, and such other information as the Foundation shall require from time to time.
- 11.5 The Organisation will provide a final report on the Project, in such form as is required by the Foundation, which confirms that the Project has been properly completed.
- 11.6 The Foundation may call for the views of any appropriate organisation or person on the progress of the Project.
- 11.7 The Organisation shall on request provide the Foundation with contact details of an individual who shall liaise with Sport England to provide the contact details of users of the Project to allow Sport England to monitor and evaluate use of the Project. In providing this information to both the Foundation and Sport England, the Organisation shall comply with all relevant data protection legislation.
- 12. Accounts and Records**
- 12.1 If all or any part of the Grant is awarded for the purchase of Grant Assets the Organisation shall maintain a detailed register of the Grant Assets throughout the Clawback Period and shall supply the Foundation with a copy of this annually, or when new assets are acquired or disposed of (whichever is the sooner).
- 12.2 The Organisation shall keep separate, full, proper and up-to-date accounts and records regarding the development, purchase, financial trading and use of the Project and the Facilities. Any person or persons authorised by the Foundation shall be given access, at the Foundation's request, to these accounts and financial records and the Foundation shall have the right to take copies of such accounts and records.
- 12.3 The Organisation must have its accounts externally audited (or independently evaluated, where appropriate) and if requested by the Foundation must provide a copy of the audit (or evaluation) report and the annual accounts to the Foundation.
- 12.4 The Organisation must meet any relevant statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.
- 12.5 The Grant must be shown in the Organisation's accounts as a restricted fund and not be included under general funds.

**13. Mortgage, Disposal, Lease, or Change of Use of Facilities (Capital Funding Only)**

13.1 During the Clawback Period, subject to the terms of any charge or charges to which the Foundation shall previously have consented, the Organisation shall not without the prior written consent of the Foundation's Chief Executive:

- 13.1.1 transfer, sell, lease, licence or otherwise dispose of all or any part of the Facility;
- 13.1.2 grant any charge, mortgage or other form of security or encumbrance over all or any part of the Facility; or
- 13.1.3 cease to use the Facility for the purposes previously approved by the Foundation.

The Organisation shall give written notice to the Foundation a reasonable period before it proposes to take any action that requires consent under this clause.

13.2 The Foundation may give consent in accordance with clause 13.1 subject to any or all of the following conditions:

- 13.2.1 the sale, lease, licence or other disposal is made at full market value as determined and evidenced by an independent professional valuation by an appropriately qualified expert approved in writing by the Foundation;
- 13.2.2 prior to the completion of the transfer, lease, licence, sale or other disposal the proposed new owner of the Facility enters into a deed of novation with the Foundation to ensure that the new owner is obliged to comply with the terms of the Grant Agreement in place of the Organisation;
- 13.2.3 the Organisation repays to the Foundation a sum equivalent to the Grant or at the discretion of the Foundation a sum equivalent to the Grant increased in line with inflation as determined by the Retail Price Index or such other sum as the Foundation at its discretion deems appropriate;
- 13.2.4 termination of the Grant Agreement;

13.3 failure to obtain consent as required by clause 13.1 or failure to comply with any conditions imposed in accordance with clause 13.2 shall entitle the Foundation to terminate the Grant Agreement and to receive repayment from the Organisation of a sum equivalent to the Grant or at the discretion of the Foundation a sum equivalent to the Grant increased in line with inflation as determined by the Retail Price Index or such other sum as the Foundation at its discretion deems appropriate.

**14. Cessation or Suspension of Grant and Termination (all Grants)**

- 14.1 Without prejudice to the Foundation's other rights and remedies, (a) the Foundation's obligation to make any payments of Grant shall forthwith cease; (b) the Foundation may make all further payments of Grant subject to such conditions as it may specify; (c) the Foundation may require the full amount of Grant released to the Organisation (or such other sum as the Foundation may require) to be repaid to the Foundation on demand and (d) the Foundation shall have the right at any time during the Clawback Period to terminate this Agreement forthwith or suspend all or any of its obligations hereunder upon such terms and for such period as the Foundation shall at its absolute discretion determine; if:
- 14.1.1 the Organisation ceases to operate for any reason, or it passes a resolution (or the Court makes an order) that it be wound up (other than for the purpose of a bona fide reconstruction or amalgamation), or, if it was a charity at the time that the Application was made, it ceases to be a charity;
- 14.1.2 the Organisation becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or any of its members are surcharged or a manager is appointed on behalf of a creditor in respect of its business or a part thereof, or it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as amended;
- 14.1.3 within the Clawback Period the Organisation fails to comply with any of the General Terms and Conditions of the Grant Agreement;
- 14.1.4 in the reasonable opinion of the Foundation or any of the Funders the Organisation fails to apply any part of the Grant for the intended purpose;
- 14.1.5 in the reasonable opinion of the Foundation or any of the Funders the Organisation fails to complete the works to be carried out in executing the Project in accordance with the terms of and to the standard indicated in the Application (unless any variation has been previously approved in writing by the Foundation);
- 14.1.6 any of the circumstances described in clause 15.1 occur without the Foundation's prior approval of a new application as required by that clause;
- 14.1.7 the Organisation fails to complete the Project on time or within a reasonable period (when no time is specified) or it appears that the Project is unlikely to be completed on time or within such period;
- 14.1.8 after considering the purpose of the Grant, in the Foundation's opinion further payment of the Grant would not constitute good value for money. (However, the Foundation shall, subject to the other terms of this Agreement, continue to pay the Grant to the extent that

- the Organisation has, with the prior written consent of the Foundation, contracted for goods and services and it is not practically possible to cancel such arrangements.);
- 14.1.9 there is evidence of financial mismanagement, breakdown of budgetary control or any other irregularity, within the Organisation;
- 14.1.10 in the reasonable opinion of the Foundation or any of the Funders, any of the assurances given or representations or information contained in the Application or other documents submitted by the Organisation to the Foundation were fraudulent, incorrect or misleading, or if the Organisation acts fraudulently. Any attempts to defraud the Foundation by any means will be pursued rigorously: a report will be submitted to the appropriate body and any other necessary action taken;
- 14.1.11 any assurance, representation, release of information or statement made regarding the Application or the Project has changed in a manner that has a materially adverse effect on the Project and the Organisation has not informed the Foundation of the change;
- 14.1.12 the Organisation, any member of the governing body, volunteer or member of staff of the Organisation, any person acting under the control or authority of the Organisation or any partner or partnership organisation connected in any way with the Application, the Project or the Facilities have acted fraudulently or negligently at any time or in a manner which might have a detrimental effect on the Project, or the completion, development or management of the Facilities;
- 14.1.13 the Organisation, any member of the governing body, volunteer or member of staff of the Organisation, any person acting under the control or authority of the Organisation, or any partner or partnership organisation connected in any way with the Application, the Project or the Facilities does anything which may bring the Foundation into disrepute;
- 14.1.14 the Organisation is offered for public subscription to flotation on the stock market; or
- 14.1.15 any of the following circumstances occur without the Organisation first notifying the Foundation and obtaining its prior written consent and the Foundation reasonably considers such circumstances to be materially detrimental to the Project: -
- (a) a transfer of assets from the Organisation to a third party;
- (b) merger or amalgamation by Organisation with another body (including a company established by the Organisation);

- (c) except where the Organisation is a local authority or parish council any change to the composition, structure or key personnel of the Organisation; or
- (d) except where the Organisation is a local authority or parish council, any change to the Organisation's constitution, in particular but without limitation as regards its purposes, payment to members and members of its governing body, distribution of assets (whether on dissolution or not) or admissions of members (where it has a membership).
- 14.2 Without prejudice to sub-clause 14.1 the Foundation may suspend all or any of its obligations under the Grant Agreement while investigations are carried out into any matter referred to in sub-clause 14.1.
- 14.3 If the Foundation chooses to suspend this Agreement pursuant to this clause and the Organisation remains in default of any of the provisions of sub-clause 14.1, or indicates its intention to remain in default of any such provision, the Foundation may terminate the Grant Agreement immediately upon notice in writing to the Organisation.
- 15. New Application**
- 15.1 Without prejudice to clause 14, a new application must be submitted to the Foundation if prior to full payment of the Grant:
- 15.1.1 the Organisation proposes to change or vary the Application, the Project, its implementation, the works carried out or to be carried out in the execution of the Project, the Facilities or the purpose of the Facilities;
- 15.1.2 the Organisation proposes to dispose of the whole or any part of the Facilities;
- 15.1.3 there is a change to the ownership of the Facilities;
- 15.1.4 the legal structure or ownership of the Organisation changes;
- 15.1.5 it is proposed that the legal identity of the Organisation should change; or
- 15.1.6 there is a material change in the financial circumstances of the Organisation.
- 15.2 While the new application is being considered, no payments of the Grant shall be made and any payments made or liabilities incurred by the Organisation in respect of the Facility shall be at their sole risk and expense. In the event of the Grant being rescinded, the Foundation shall, at its sole discretion, be entitled to demand a full or partial refund of any payments of Grant already made.
- 16. Further conditions**

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- 16.1 The Organisation agrees and accepts that payments of Grant can only be assured to the extent that the Foundation has available funds.
- 16.2 The Foundation may on giving prior written notice to the Organisation assign or transmit the benefit and burden of the Grant Agreement established by virtue of these General Terms and Conditions to any successor body of the Foundation.
- 16.3 The Organisation acknowledges that the Grant and the Grant Agreement are personal to it and not transferable.
- 16.4 Unless otherwise agreed by the Foundation in writing, the Organisation must notify the Foundation in writing of any legal actions, claims or proceedings made or threatened against it (including any actions, claims or proceedings made or threatened against members of its governing body or staff) during the Clawback Period. Such notification shall be made as soon as practicable and in writing.
- 16.5 If the Organisation is not registered for VAT, this may be considered as part of the eligible project cost. Should the Organisation subsequently become registered for VAT, and be able to reclaim that element of expenditure, the reclaimed tax will be repaid to the Foundation. The Foundation will not increase the amount of the Grant if VAT is or becomes payable and/or unrecoverable. The Organisation is advised to seek its own advice on its own and the Project's status as regards VAT.
- 16.6 The Foundation shall have the right in its absolute discretion to disclose and make available for inspection and copying any information, documents, accounts and/or records relating to or concerning the Project, the Facilities and the Organisation to third parties including, without limitation, the Funders, the National Audit Office and any person authorised by any of them. The Foundation will be sensitive to situations where it is aware that confidentiality is a significant matter, but the Organisation acknowledges that the Foundation is obliged under the terms of agreements with the Funders to disclose certain information, documents, accounts and/or records relating to or concerning the Project, the Facilities and the Organisation to third parties.
- 16.7 Any failure, relaxation, forbearance, delay or indulgence by the Foundation in enforcing any of the terms or conditions of the Grant Agreement shall not be deemed a waiver of future enforcement of that or any other provision, and nor shall the granting of any time by the Foundation prejudice or affect or restrict any of its rights arising under the Grant Agreement or be deemed a waiver by the Foundation of any breach or subsequent or continuing breach.
- 17. Duration**
- Except where otherwise specified, the General Terms and Conditions of the Grant Agreement will apply from the date on which they are accepted by the Organisation until the later of:
- 17.1 the period of one year following payment of the last instalment of Grant;

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- 17.2 so long as any Grant monies remain unspent by the Organisation;
- 17.3 where Capital Funding has been received for the duration of the Clawback Period; and
- 17.4 so long as any General Terms and Conditions of the Grant Agreement remain unperformed, or any event referred to in clause 14 has occurred and is continuing.
- 18. Warranties**
- The Organisation warrants, undertakes and agrees that:
- 18.1 it has all necessary resources and expertise to carry out the Project;
- 18.2 it has and will keep in place adequate procedures for dealing with any conflicts of interest;
- 18.3 it has and will keep in place systems to deal with the prevention of fraud;
- 18.4 all financial and other information concerning the Organisation comprised in the Application or otherwise disclosed to the Foundation is to the best of its knowledge and belief, true and fair;
- 18.5 it is not under any contractual or other restriction within its own or any other organisation's rules, regulations or otherwise which may prevent or materially impede meeting its obligations in connection with the Grant;
- 18.6 it is not aware of anything in its own affairs, which it has not disclosed to the Foundation or any of its advisers, which might reasonably have influenced the decision of the Foundation in making the Grant on the terms contained in the Grant Agreement;
- 18.7 since the date of the last accounts there has been no change in the financial position or prospects of the Organisation.
- 19. Multiple Organisations receiving the Grant**
- Where there is more than one organisation receiving the Grant and/or delivering the Project:-
- 19.1 where any standard, obligation, representation or warranty under this Agreement is expressed to be undertaken or adhered to by the Organisation, each organisation shall be jointly and severally responsible for it;
- 19.2 the Foundation may release or compromise the liability of any of the organisations acting as the Organisation under this Agreement or grant any time or other indulgence without affecting the liability of any of the other organisations; and
- 19.3 any consent or authority given by the Organisation under or in connection with this Agreement shall bind all the organisations.

**20. Exclusion of Liability/Indemnity**

- 20.1 The Foundation, its employees, agents, officers or sub-contractors will not at any time be liable to any person for anything in connection with the development, planning, construction, operation, management and/or administration of the Facilities or the Project. In particular but without limitation, it shall not be liable to the Organisation for any loss or damage arising directly or indirectly as a result of the compliance by the Organisation with the General Terms and Conditions of this Grant Agreement.
- 20.2 The Organisation will indemnify and hold harmless the Foundation, its employees, agents, officers or sub-contractors with respect to all claims of, and liability to, third persons for injury, death, loss or damage of any type arising out of or in connection with the Facilities, the Project and any activities carried out thereon except where such injury, death, loss or damage have resulted from the negligent act or omission of the Foundation or its employees or agents. In this latter case, the Organisation shall provide prompt notice to the Foundation of any such claim, and the Foundation shall have the sole right to control the defence of any such claim.
- 20.3 The Foundation has no liability for losses or costs arising from failure to make any payment of the Grant on any agreed date.
- 21. Security (Capital Funding)**
- 21.1 With regard to Capital Funding only, in the event that the construction or development of the Facility or purchase of land for the Facility exceeds £100,000 in value the Foundation may require that the Organisation shall at its own cost, if the Foundation so requires:
- 21.1.1 enter a restriction in such form as the Foundation may require on the registered title of the relevant property; and/or
- 21.1.2 grant or cause to be granted to the Foundation a legal charge over the relevant property in such form as the Foundation may require; and
- 21.1.3 in either case the Organisation shall execute such further documents and provide such assistance as the Foundation may reasonably require in order to effect either of the foregoing and the Organisation shall make the necessary registrations at Companies House and/or the Land Registry and supply the Foundation's solicitors with evidence of such registrations.
- 21.1.4 in the case of a charity and the giving of a legal charge comply with the provisions of s.39 of the Charities Act 1993 (as amended).
- 21.2 The Organisation shall provide in the case of a legal charge a solicitor's certificate of title confirming good and marketable title in respect of the relevant property in such form as the Foundation may require.

21.3 The Organisation shall provide a solicitors' undertaking to be responsible for the Foundation's solicitors' fees in connection with the grant of a legal charge or the entry of a restriction on the registered title or in the case of unregistered land a caution against first registration and the completion of a deed of dedication.

## 22. Law and Jurisdiction

The construction, validity and performance of the Grant Agreement shall be governed in all respect by English law and be subject to the non-exclusive jurisdiction of the English Courts. The parties undertake to each other to use their best endeavours wherever possible to resolve any dispute, which may arise under the Grant Agreement amicably.

## 23. Rights of Third Parties

Subject to clause 24 below, a person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Grant Agreement.

## 24. Funders

24.1 The Foundation has been appointed by Sport England to enter into agreements with Organisations for the purpose of distributing Lottery and government funds to Organisations.

24.2 The Foundation enters into the Grant Agreement as principal for itself and as agent for and on behalf of Sport England.

24.3 The Organisation acknowledges that copies of the Grant Agreement and any other information, documents, accounts and/or records may be disclosed and made available to the Funders, the National Audit Office and any person authorised by them, and their respective representatives.

24.4 The Funders have a right to enforce any of the Foundation's rights under the Grant Agreement. Such rights may not be altered or extinguished without the consent of the Funders.

24.5 The Funders shall have all rights conferred on the Foundation by the Grant Agreement including without limitation all rights to information, inspection, disclosure, access and clawback.

24.6 In the event of any of the events listed in clause 14 of these General Terms and Conditions occurring, the Funders have a right to have the Grant Agreement novated to the Funders or any successor of the Funders to allow them to take the place of the Foundation in relation to this Grant Agreement.

24.7 The Funders may disclose any information concerning the Organisation, the Project or the Facilities to any persons.

24.8 In the event of any termination of the Foundation's agreement with any Funder:

24.8.1 the Organisation will return to the relevant Funder all the documentation relating to the Grant and specified by the Funder at a date to be agreed between the Funder and the Foundation; and

24.8.2 the Organisation shall return to the relevant Funder any part of the Grant provided to the Foundation by such Funder which is unspent on the date that the Funder or the Foundation notified its desire to terminate the agreement between the Funder and the Foundation, subject to the agreed terms of termination.

24.9 Any of the Funders may assign all or any of its rights under this Agreement to any successor or such other body as the relevant Funder shall determine.

Mr Matthew Watts  
**London Borough of Enfield**  
 Civic Centre, Silver Street  
 Enfield  
 Greater London  
 EN1 3XA

31 May 2016

Ref: G84022

Dear Mr Watts

**LONDON BOROUGH OF ENFIELD: NEW 106M X 70M FLOODLIT 3G FTP**

The Foundation has approved a capital grant offer of **78%** of a total project cost of **£672,007** subject to a **maximum payment of £522,007** to London Borough of Enfield towards New 106m x 70m Floodlit 3G FTP and delivery of the aims and objectives detailed in the Application and the Football Development Plan submitted as part of your application, (which is available at your Grantshot portal) in accordance with the General Terms and Conditions enclosed with and set out in this letter. The definitions in the General Terms and Conditions attached also apply in this letter.

**1. Additional Conditions**

1.1 The Grant is subject to satisfaction of the following additional conditions:

**Pre-construction conditions**

- That the Organisation shall at their own cost enter (or permit the Foundation to enter) a restriction on the registered title to the property on which the Facility is being developed ("the Property") as detailed in clause 21 of the General Terms and Conditions or a caution against first registration in the case of unregistered land and, if requested to do so by the Foundation, enter into a deed of dedication in relation to the Property. Further:
  - The Organisation's solicitors must provide a solicitor's undertaking that the Organisation will pay the Foundation's legal costs of putting the restriction or caution and deed of dedication in place as set out in the guidance note provided.
  - That the final design, tender documents and processes are agreed in writing by the Foundation prior to tendering.



The Football Foundation, Whittington House, 19-30 Alfred Place, London, WC1E 7FA  
 T 0345 345 4555 E enquiries@footballfoundation.org.uk W www.footballfoundation.org.uk

Registered Charity Number 1079309 Registered in England and Wales Company limited by guarantee Company Number 3376305

**improving facilities • creating opportunities • building communities**

- That the tender evaluation report and tenders are agreed in writing by the Foundation, prior to the contractor being appointed.
- That a full Planning Permission document is agreed in writing by the Foundation before works start on site.
- That the Council agrees in writing to cover any income shortfall and hire charges are not increased to cover this written confirmation to be provided to the Foundation prior to work starting on site.
- That the 3G FTP meets the standards for full-size pitches contained within the FA guide to 3G FTP Design Principles and Layouts.

**Please Note: No grant will be payable if construction of the Facility starts without written permission to proceed from the Football Foundation.**

**Pre-claim capital conditions**

- That the London Borough of Enfield provides evidence for the bank account that the grant will be paid into before any funds are released. This must be in the form of a copy of a bank statement or paying-in slip.
- That the applicant produces a cashflow forecast which illustrates when the Foundation grant will be drawdown.

**Pre-claim revenue conditions**

- None.

**Pre-opening conditions**

- That a Service Level Agreement is agreed and signed with Enfield Town Youth FC and Tottenham Hotspur Foundation.
- That a comprehensive staffing structure, with clear allocation of responsibilities for the delivery of the Business Plan and Football Development Plan is provided to the Football Foundation prior to the facility opening.
- That a steering group is established to monitor and review delivery of the plan once a year, and that Middlesex FA are invited to be part of this. A copy of the Terms of Reference and minutes of this group are to be submitted to the Foundation.
- That prior to the facility opening, the programme of use and pricing policy is forwarded to the Foundation, FA and CFA for approval.
- The applicant provides the Football Foundation with the details of the individual with overall responsibility for the delivery of the FDP prior to the facility opening.
- That the Steering Group, to be chaired by London Borough of Enfield Head of Commercial Services, and include representatives from Enfield Town Youth, Tottenham Hotspur Foundation and Middlesex County FA, would be established and meet prior to the facility opening.
- That should the income from the 3G FTP fall below the projection forecast within the submitted I&E forecast, that London Borough of Enfield agree that the Sinking Fund of £25,000 is maintained, and that any deficit is serviced by deferral of the loan repayment.

### **Ongoing conditions**

- That yearly reports against the Football Development and Business Plans are submitted to the Foundation. These should be attached to the electronic Annual Monitoring & Evaluation Returns Form that the Foundation will send you on a yearly basis.

### **Final 5% conditions**

In addition to those detailed in paragraph 8.1.1 of the General Terms and Conditions, the following conditions must be met before the final 5% of the capital Grant is paid:

- That a representative of the maintenance staff attends and passes an Institute of Groundsmanship approved course on synthetic pitch maintenance.
- That the applicant requests their contractor[s] to complete the data input on the Economic Research form provided, from commencement of the works, and issues the completed form to the Foundation on completion of the project. This data will help inform the Foundation's research into the economic benefits of its funding programmes.
- That written confirmation is provided to the Foundation that the Environment Agency/Local Authority is satisfied with the drainage outfall arrangements.
- That all the goal posts at the site comply with the FA Goals for Football: Guidance Note and must comply with BSEN748:2004, BS8461:2005+A1:2009 and BS8462: 2005+A2:2012.
- The final FDP is agreed by Middlesex FA and the Foundation, incorporating the additional development opportunities for women and girls as well as further information regarding the role and work of Tottenham Hotspur Foundation.

- 1.2 Until the pre-construction and pre-claim capital conditions are fulfilled, no Grant will be payable.
- 1.3 Until the pre-claim revenue conditions are fulfilled, no revenue Grant will be payable.
- 1.4 Until the final 5% conditions are fulfilled, the final 5% of the capital Grant will not be paid.
- 1.5 The Organisation must request the first payment of Grant **within six months of the date of the Grant Offer Letter**, unless otherwise agreed in writing by the Foundation. See section 7.7 of the General Terms and Conditions for more detail.
- 1.6 The Organisation must request the last payment of the Grant **within 12 months of the date that the first claim is paid by the Foundation**, unless otherwise agreed in writing by the Foundation. See section 7.8 of the General Terms and Conditions for more detail.

## 2. Acceptance

- 2.1 The Organisation has **two months from the date of the Grant Offer Letter** to accept the terms and requirements of this Grant. If the Organisation does not accept the terms and requirements of this Grant within two months from the date of this letter, the offer will lapse unless reasons are given for the delay, which are accepted by the Football Foundation. If the offer lapses, your application will be regarded as having been withdrawn. You are bound by this Grant Offer Letter or the General Terms and Conditions attached until such time as you make a claim for payment of the Grant or any payment of Grant is made to you.
- 2.2 No Grant Agreement comes into existence between the Football Foundation and the Organisation, and accordingly the Football Foundation is not bound to make payment of the Grant, unless and until a signed Grant acceptance form has been received by the Football Foundation and where applicable the specific requirements set out in paragraph 1.1 above have been fulfilled to the Football Foundation's satisfaction.
- 2.3 If you wish to accept this Grant on the terms stated herein **please return one copy of the attached form of acceptance**, duly signed and dated by two authorised signatories to our Technical Project Manager. You should retain the other copy, which, together with this letter, will constitute the Grant Agreement between the Football Foundation and the Organisation.

## 3. Payment of the grant

- 3.1 **Capital Grants.** On compliance with the pre-construction conditions and pre-claim capital conditions set out in paragraph 1.1 and on receipt of appropriately completed claim forms and relevant supporting documents, the Foundation will pay claims at the same percentage rate that the Grant bears to the Project cost. This will continue until 95% of the Grant has been released. The remaining 5% of the Grant will be paid on receipt of written evidence of completion of the Project in accordance with clause 8 or clause 9 of the General Terms and Conditions and any other specific final 5% claim conditions referred to in clause 1.1, if any.
- 3.2 **Revenue Grants.** On compliance with the pre-claim revenue conditions set out in paragraph 1.1 above and on receipt of satisfactory completed revenue claim forms and relevant supporting documents, the Foundation will pay claims six monthly in arrears at the percentage rate detailed in Schedule 1.
- 3.3 Your Organisation must ensure that sufficient funds are retained to meet the balance of any costs and to cover the period between the penultimate payment and completion of the work to be funded by the Grant.

- 3.4 Claim forms can be downloaded from the Football Foundation website and completed and returned as the work progresses. Each form must include a completed statement of expenditure and details of the net value of the work completed at each claim stage (excluding voluntary labour, other contributions in kind, contractual retention fees and other non-allowable costs). The form must be counter-signed by an appropriately qualified and authorised person and must be accompanied by appropriate supporting documentation.
- 3.5 Payments will be made by Bankers Automated Clearing Services (BACS) directly into a valid bank account.

#### **4. Signage and Publicity**

- 4.1 Please note that you have been awarded the grant from the Premier League & The FA Facilities Fund (PL/FA:FF), and not the Football Foundation (which is the delivery organisation of this Fund). Accordingly, please ensure that you describe this funding as coming from the PL/FA:FF in all public communications, such as websites, press releases and newsletters.
- 4.2 Your attention is drawn to the provisions of clause 10 of the General Terms and Conditions. The Foundation will provide official signs to give recognition to the financial support provided by the PL/FA:FF. Your Technical Project Manager will be liaising with you to begin the process of ordering and installing this signage.
- 4.3 Please be aware that the Foundation will be communicating the award of your grant, alongside all grants that have been awarded in this funding window, in the form of one main press release. Additionally, we will be writing to your local MP to inform them of your grant award.
- 4.4 You are asked to contact the Foundation's Communication Team a minimum of six weeks prior to the provisional date of any event you hold to officially open your new facility. The Communications Team can be contacted on 0345 345 4555 or at [events@footballfoundation.org.uk](mailto:events@footballfoundation.org.uk).

#### **5. Project Monitoring**

Further payments of the Grant are dependent on the satisfactory fulfilment of the Foundation's monitoring requirements, for the duration of the Grant Agreement (see clause 11 of the General Terms and Conditions for more details). The current evaluation requirements can be found on the Foundation's website.



## 6. Increased Costs and VAT

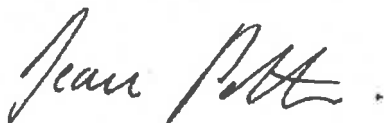
- 6.1 If at any time the total expenditure for the Project exceeds the estimated amount stated in the Grant Offer Letter there will be no corresponding increase in the Grant even if additional costs arise that were previously unforeseen and in particular the Foundation will not increase its Grant if VAT becomes payable. You should seek specific advice about your Organisation's VAT status and the Project's liability to VAT.
- 6.2 The Foundation also reserves the right, if the final total allowable expenditure is less than the estimated expenditure to review the amount of the Grant and, where it considers appropriate, to reduce the Grant payable or to demand a refund of part of the Grant. The amount of such reduction or refund shall be determined by the Foundation at its discretion but shall not exceed the amount of the under-spend.
- 6.3 The Foundation pays its Grant as a percentage of Project costs subject to a maximum sum. The amount of the Grant payable by the Foundation will therefore be less than the maximum stated if your Project is delivered under budget.

## 7. Privacy and Data Protection Statement

- 7.1 Please ensure that you are familiar with the Football Foundation's Privacy and Data Protection statement which explains how information about you will be processed and stored. By applying for a grant from the Football Foundation you are agreeing to us being able to record and process relevant information about you. A link to the statement can be found here: <http://www.footballfoundation.org.uk/privacy-statement>.

If you have any questions about this letter, please contact your Technical Project Manager Craig Low on 0345 345 4555 ext 4216. **All correspondence regarding your project should also be addressed to your Technical Project Manager**

Yours sincerely



**Dean Potter**  
**Head of Grant Management**

cc: Mark Liddiard, Regional Facilities and Investment Manager, The FA  
Stuart Allen, Development Manager, Middlesex County FA

### **Appendix 3 – Planning Conditions**

#### **Approved Plans**

The development hereby permitted shall be carried out in accordance with the approved plans including plans(s) that may have been revised, as set out in the attached schedule which forms part of this notice.

Reason: For the avoidance of doubt and in the interests of proper planning.

#### **Time Limited Permission**

The development to which this permission relates must be begun not later than the expiration of three years beginning with the date of the decision notice.

Reason: As required by Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

#### **Sports Pitch – Maintenance Plan**

Before the artificial grass pitch is brought into use, a Management and Maintenance Scheme for the facility including management responsibilities, a maintenance schedule and a mechanism for review shall be submitted to and approved in writing by the Local Planning Authority. This should include measures to ensure that the surface is replaced at the end of its usual lifespan. The measures set out in the approved scheme shall be complied with in full, with effect from commencement of use of the artificial grass pitch.

Reason: To ensure that a new facility is capable of being managed and maintained to deliver a facility which is fit for purpose, sustainable and to ensure sufficient benefit of the development to sport and to accord with Development Plan Policy.

#### **Hours of Use and Floodlights**

Unless otherwise agreed in advance and in writing by the Local Planning Authority, the artificial grass pitch, grass sports pitch and its associated sports lighting shall not be used outside the hours of:

09:00 to 22:00

There shall be a mechanism in place for the lighting to be turned off outside of these times prior to the commencement of the use.

Reason: To balance illuminating the playing field/sports facility for maximum use with the interest of neighbour amenity and sustainability in accordance with Development Plan Policy.

### **Flooding**

Prior to the commencement of the development the applicant shall submit details to demonstrate that the hardstanding areas will be sustainably drained and will not result in any increase in runoff.

Reason: In the interest of sustainable drainage.

### **Management of access to the site**

Prior to the commencement of the use of the facility details shall be submitted to and approved in writing by the LPA demonstrating how visitor access to the pitches will be managed.

Reason: In the interest of security and amenity of neighbouring residents.

### **Travel plan**

Prior to the commencement of the use of the facility details of a simple Travel Plan shall be submitted to and approved in writing by the LPA, details shall include:

- promotion of sustainable transport modes
- that visitors to the site travelling by car should park in Donkey Lane car park
- how the Travel Plan will be communicated to visitors

The approved Travel Plan shall be implemented for the lifetime of the development.

Reason: In the interest of sustainable transport, highway safety and neighbouring amenity

### **Root protection**

Prior to the commencement of the development a drawing shall be submitted to and approved in writing by the LPA identifying Root Protection Areas of the adjacent trees, including those near to the proposed bund. The submission shall demonstrate that the work will be undertaken in accordance with good arboricultural practice and British Standard 3998 and the development shall be carried out in accordance with the approved details.

Reason: In order to maintain the tree(s) amenity value and health.

### **Landscaping**

Prior to the commencement of the use detailed drawings showing trees, shrubs and grass to be planted (including species, size and number) on the bund have been submitted to and approved in writing by the Local Planning Authority. The site shall be landscaped in accordance with the approved details in the first planting season after completion or occupation of the

development whichever is the sooner. Any trees or shrubs which die, becomes severely damaged or diseased within five years of planting shall be replaced with new planting in accordance with the approved details.

The submission shall also include a cross section of the makeup of the bund to demonstrate that it will provide a suitable environment for the proposed planting.

Reason: To provide a satisfactory appearance and ensure that the development does not prejudice highway safety.

### **Noise management plan**

Prior to the commencement of the use a noise management plan, in line with the recommendations of the Noise Report, shall be submitted to and approved in writing by the LPA. The noise management plan shall be communicated to all visitors to the site and shall be reviewed on an annual basis and/or following the receipt of any noise complaints.

Reason: In the interest of neighbouring residential amenity.

### **Construction Methodology**

That development shall not commence until a construction methodology has been submitted to and approved in writing by the Local Planning Authority. The construction methodology shall contain:

- (a) details of construction access, associated traffic management and vehicle routing to the site
- (b) hours of access for construction servicing and delivery purposes
- (c) arrangements for vehicle servicing and turning areas
- (d) arrangements for the parking of contractors vehicles clear of the public highway
- (e) arrangements for wheel cleaning
- (f) details of the site compound and the layout of temporary construction buildings
- (g) arrangements for the storage of materials
- (h) hours of work
- (i) A construction management plan written in accordance with the 'London Best Practice Guidance: The control of dust and emission from construction and demolition'.

The development shall then be undertaken in accordance with the approved construction methodology.

Reason: To ensure the implementation of the development does not lead to damage to the existing roads, prejudice highway safety or the free-flow of traffic on the adjoining highways, to minimise disruption to neighbouring properties and schools.

