

**From:** Hugh Scanlon  
**Sent:** Monday, October 23, 2023 9:54 AM  
**To:** Licensing HF: H&F <[licensing@lbhf.gov.uk](mailto:licensing@lbhf.gov.uk)>; Matthew Phipps [Ewen Macgregor](mailto:Ewen Macgregor) Milligan Neil: H&F Overton Adrian: H&F <>  
**Cc:** Emily Clarke <  
**Subject:** FW: Licensing Act 2003 - Reference: 2023/01413/LAPR [LICH-DMS.FID398418]

Lorna/Neil

Further to your correspondence on the above, I thought it might be helpful to update you on the planning application submitted on behalf of Chelsea Football Club in respect of the health club at Stamford Bridge.

A planning application has been submitted to LBHF to seek amendments to the conditions attached to the appeal decision to allow the building to accommodate the matchday hospitality use. This application seeks permission for the variation of Condition 2, Condition 3 and Condition 5, (listed at Lines 9.2, 9.3 and 9.5) of Appeal Decision 9 (ref. T/APP/H5390/A/98/299625/P5). The variations will enable the building to accommodate hospitality during matches at times that are consistent with those that are the subject of the current outstanding licensing application (i.e. between 3 hours before kick-off, and will close no later than 90 minutes after the final whistle, and open no earlier than 10am or later than 0000 hours, in any circumstances).

It is noted that the ground floor of the health club has accommodated hospitality uses since the facility opened, in 2000.

The planning application is accompanied by material that presents a planning justification for the limited changes sought to the ongoing use of the building. In summary, this material notes:

1. Hospitality at the building will be available to match-day ticket holding visitors to Stamford Bridge, who have purchased a hospitality package. As such, the proposals will not result in any net additional visitors to the site, over and above those already attending games;
2. The proposals relate to match days only, which in most seasons would be limited to between 25 and 30 games a season;
3. The proposals will not prejudice the potential reopening of the health club, which is currently closed due to difficult trading conditions. Increased local competition, a reduction in memberships, and the government sanctions imposed on the Club in March 2023 caused the health club to close, a situation that was not helped by the onset of Covid. In the event of a change to prevailing market conditions, the health club could simply re-open, noting this same arrangement has been in place for the use of the ground floor since the opening of the health club.
4. The proposals involve the creation of approximately 80 part-time job opportunities, with new staff required to service the hospitality facilities.

The application has been submitted to, and registered by LBHF reference no. 2023/02549/VAR and is due to be determined by 2nd January 2024.

Any queries on the planning application, please feel free to contact me.

Kind regards

Hugh

**Hugh Scanlon**  
**Senior Director**

BA (Hons) MPhil MRTPI  
Lichfields, The Minster Building, 21 Mincing Lane, London EC3R 7AG

**From:** Milligan Neil: H&F  
**Sent:** Tuesday, October 17, 2023 10:35 AM  
**To:** Overton Adrian: H&F <; Licensing HF: H&F <[licensing@lbhf.gov.uk](mailto:licensing@lbhf.gov.uk)>  
**Subject:** FW: follow up and request (FOI, if necessary)

Morning  
FYI  
We located the Chelsea FC legal agreement.  
Regards  
Neil

**From:** Milligan Neil: H&F  
**Sent:** Friday, September 29, 2023 4:19 PM  
**To:** Licensing HF: H&F <[licensing@lbhf.gov.uk](mailto:licensing@lbhf.gov.uk)>; Asante William: H&F < Overton Adrian: H&F >  
**Subject:** RE: Licensing Act 2003 - Reference: 2023/01413/LAPR

Good afternoon

For the sake of completeness please see my attached response to the previous consultation on the matter. Which is still relevant. In my view planning permission is required. We are still unable to locate the original legal agreement associated with the original appeal decision. Our legal section also cannot locate but we are also waiting to hear back from land charges.

Regards

Neil Milligan  
Planning Enforcement Team Leader  
The Economy Department  
Hammersmith & Fulham Council

**From:** Milligan Neil: H&F  
**Sent:** Monday, August 7, 2023 4:59 PM  
**To:** Overton Adrian: H&F >; Layug Karen: H&F; Perez-Trillo Cristina: H&F <  
**Cc:** Demir Gunay: H&F  
**Subject:** FW: Chelsea FC Health Club [TLT-TLT.FID9164402]

Hi Adrian, Karen and Cristina

I have been looking at the planning history on this one. My Initial view is that the club are likely to require planning permission for the use they are proposing to replace the gym centre. (condition 9.2 below) The history is complex and I can't be 100% sure. I have tried to see if the original permission was superseded in anyway by altering the

conditions, but there does not appear to be anything. The relevant appeal decision and conditions are included below dated 12-11-1999. There are also conditions attached regarding how late the gym could open. (condition 9.3) I would imagine the new use, given its nature would be unlikely to cause any significant issues on a typical match day, however, evening matches may be different.

At this stage I would suggest drawing their attention to the below and no doubt they will investigate and respond accordingly.

Regards  
Neil

**Appeal 9: T/APP/H5390/A/98/299625/P5**

The appeal is made under Section 78 of the Town and Country Planning Act 1990 against a failure to determine an application for planning permission within the appropriate period for construction of a sports and leisure centre with museum.

**Decision: The appeal is allowed and planning permission granted subject to the conditions set out in Schedule 2.**

**CONDITIONS ATTACHED TO THE SPORTS & LEISURE CLUB & MUSEUM**

- 9.1 The development hereby permitted shall not commence later than the expiration of five years beginning with the date of this planning permission.
- 9.2 The development hereby permitted shall be used only for the purposes of a sports and leisure centre and museum and for no other purpose including any other purpose in Classes D1 and D2 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification. Those areas on the first floor (drawing number 528:P008) described as studios 1, 2 and 3 shall only be used for health and leisure purposes.
- 9.3 Except for maintenance purposes the development hereby permitted shall not be used before 0700 hours and after 2200 hours on any day.
- 9.4 The external running track shall not be used before 0800 hours and after 2000 hours Mondays to Saturdays or before 0900 hours and after 1800 hours on Sundays and Public Holidays.
- 9.5 On Match Days, the Sports and Leisure Centre and Museum shall be closed 45 minutes before the scheduled time of commencement of the match and shall not be opened until 45 minutes after the match ends unless the Local Planning Authority gives prior written

- 9.5 | On Match Days, the Sports and Leisure Centre and Museum shall be closed 45 minutes before the scheduled time of commencement of the match and shall not be opened until 45 minutes after the match ends unless the Local Planning Authority gives prior written approval for any lesser period..
- 9.6 | The Sports and Leisure Centre and Museum shall not be occupied until it has been sound insulated in accordance with a scheme submitted to, and approved in writing by, the Local Planning Authority.
- 9.7 | The rating level of the noise emitted from machinery and equipment on the Application Site shall not exceed 40dB between the 2300 and 0700 hours and 50dB otherwise measured at the facing elevations of the nearest residential property in Brompton Park Crescent to the noise source. The rating level shall be determined according to BS4142:1997
- 9.8 | The development hereby permitted shall not commence until particulars and samples of materials to be used in all external faces of the building and surface treatments have been submitted to and approved in writing by the Local Planning Authority.
- 9.9 | Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that Order with or without modification), no flues, extract ducts or equipment, fans, pipes (other than rainwater pipes), lighting or public address system, nor satellite or terrestrial receiving equipment (excluding CCTV) shall be fixed to the external elevations of the development

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hereby permitted without full details first being submitted to and approved in writing by the Local Planning Authority.

- 9.10 | The building hereby permitted shall not be occupied until the car parking spaces marked No.1 to No.60 have been laid out as shown on COR 112D Plan 5 (Rev 16/06/99). These parking spaces shall be retained and shall be clearly marked.
- 9.11 | The car parking spaces at location A identified on Plan No. 3 (Rev 25/06/99) shall not be used after 2200 hours on any day and before 0700 hours between Monday and Saturday and before 0930 hours on Sunday except on Sunday match days when OBU's may gain access from 0700 hours.
- 9.12 | The removable bollards shown on COR 112D Plan 3 (Rev 25/06/99) between the North Stand and the Sport and Leisure Centre and Museum shall be in place from 2200 hours each day and shall remain in place until 0700 hours each day except on Sunday when they shall remain in place until 0930 hours and except to allow access to Outside Broadcast Units on match days after 0700 hours.

Note:

- i. This decision does not convey any approval or consent which may be required under any enactment, by-law, order or regulation other than Section 57 of the Town & Country Planning Act 1990.
- ii Attention is drawn to the fact that an applicant for any consent, agreement or approval

**From:** Licensing HF: H&F <[licensing@lbhf.gov.uk](mailto:licensing@lbhf.gov.uk)>

**Sent:** 11 September 2023 11:22

**To:** Matthew Phipps <[Matthew.Phipps@TLT.com](mailto:Matthew.Phipps@TLT.com)>; Ewen Macgregor <[Ewen.Macgregor@TLT.com](mailto:Ewen.Macgregor@TLT.com)>

**Subject:** FW: Licensing Act 2003 - Reference: 2023/01413/LAPR

Hi Matthew & Ewen,

I am forwarding the below for yours and the clients information. The planning team have sent across the below.

Please contact the Planning team if you have any further questions.

Kind regards

**Lorna McKenna**

Licensing Compliance Officer

**From:** Milligan Neil: H&F <

**Sent:** Monday, September 11, 2023 11:01 AM

**To:** Licensing HF: H&F <

**Cc:** Overton Adrian: H&F <

**Subject:** RE: Licensing Act 2003 - Reference: 2023/01413/LAPR

Hi Lorna

I should have said that my initial view is that planning permission will be required and has not been obtained as far as I am aware. There is a complicated history to the site so there is a possibility of this appeal decision being superseded but as the gym did not close that long ago, probably not. I suggest the applicant is informed so they can respond.

Regards

Neil

**Appeal 9: T/APP/H5390/A/98/299625/P5**

**CONDITIONS ATTACHED TO THE SPORTS & LEISURE CLUB & MUSEUM**

- 9.1 The development hereby permitted shall not commence later than the expiration of five years beginning with the date of this planning permission.
- 9.2 The development hereby permitted shall be used only for the purposes of a sports and leisure centre and museum and for no other purpose including any other purpose in Classes D1 and D2 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification. Those areas on the first floor (drawing number 528:P008) described as studios 1, 2 and 3 shall only be used for health and leisure purposes.
- 9.3 Except for maintenance purposes the development hereby permitted shall not be used before 0700 hours and after 2200 hours on any day.
- 9.4 The external running track shall not be used before 0800 hours and after 2000 hours Mondays to Saturdays or before 0900 hours and after 1800 hours on Sundays and Public Holidays.
- 9.5 On Match Days, the Sports and Leisure Centre and Museum shall be closed 45 minutes before the scheduled time of commencement of the match and shall not be opened until 45 minutes after the match ends unless the Local Planning Authority gives prior written approval for any lesser period..
- Design & Acoustic report 9.6 The Sports and Leisure Centre and Museum shall not be occupied until it has been sound insulated in accordance with a scheme submitted to, and approved in writing by, the Local Planning Authority.
- out of hours shut down 9.7 The rating level of the noise emitted from machinery and equipment on the Application Site shall not exceed 40dB between the 2300 and 0700 hours and 50dB otherwise measured at the facing elevations of the nearest residential property in Brompton Park Crescent to the noise source. The rating level shall be determined according to BS4142:1997
- Approvals 9.8 The development hereby permitted shall not commence until particulars and samples of materials to be used in all external faces of the building and surface treatments have been submitted to and approved in writing by the Local Planning Authority.
- 9.9 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that Order with or without modification), no flues, extract ducts or equipment, fans, pipes (other than rainwater pipes), lighting or public address system, nor satellite or terrestrial receiving equipment (excluding CCTV) shall be fixed to the external elevations of the development

CERTIFIED A TRUE COPY  
OF THE ORIGINAL

411

**Denton Hall**  
DENTON HALL  
FIVE CHANCERY LANE  
CLIFFORD'S INN  
LONDON EC4A 1BU  
TEL: 071-242 1212

COR112B

DATED

27<sup>th</sup> AUGUST 1999

1999

CHELSEA VILLAGE PLC (1)

CHELSEA STADIUM LIMITED (2)

CHELSEA LEISURE SERVICES LIMITED (3)

CHELSEA VILLAGE HOTEL LIMITED (4)

LAW DEBENTURE TRUST CORPORATION LIMITED (5)

CHELSEA FOOTBALL CLUB LIMITED (6)

CHELSEA CAR PARKS LIMITED (7)

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UNILATERAL UNDERTAKING  
PURSUANT TO SECTION 106 OF  
THE TOWN AND COUNTRY PLANNING ACT 1990  
IN RELATION TO CHELSEA VILLAGE

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DENTON HALL

FIVE CHANCERY LANE  
CLIFFORD'S INN  
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FAX +44 (0)171 404 0087

EMAIL [info@dentonhall.com](mailto:info@dentonhall.com)  
<http://www.dentonhall.com>

**THIS DEED OF UNDERTAKING** is given the  
Thousand Nine Hundred and Ninety-nine

**27<sup>th</sup>** day of **August** **One**

BY

- (1) **CHELSEA VILLAGE PLC** (registered number 2536231) whose registered offices are at Stamford Bridge Ground Fulham Road London SW6 1HS ("Chelsea")
- (2) **CHELSEA STADIUM LIMITED** (registered number SC138894) whose registered office is at Stamford Bridge as aforesaid ("Chelsea Stadium")
- (3) **CHELSEA LEISURE SERVICES LIMITED** (registered number 02450608) whose registered office is at Stamford Bridge as aforesaid ("Chelsea Leisure Services")
- (4) **CHELSEA VILLAGE HOTEL LIMITED** (registered number 2737849) whose registered office is at Stamford Bridge as aforesaid ("Chelsea Village Hotel")
- (5) **LAW DEBENTURE TRUST CORPORATION PLC** (registered number 1675231) whose registered office is at Princes House 95 Gresham Street London EC2V 7LY ("the First Mortgage")
- (6) **CHELSEA FOOTBALL CLUB LIMITED** (registered number 1965149) whose registered office is at Stamford Bridge as aforesaid ("Chelsea Football Club")
- (7) **CHELSEA CAR PARKS LIMITED** (registered number 3008949) whose registered office is at Stamford Bridge as aforesaid ("Chelsea Car Parks")



**WHEREAS**

- (a) The London Borough of Hammersmith and Fulham ("the Council") whose Council Offices are at Town Hall King Street Hammersmith London W6 9JU is the local planning authority for the purposes of the Act for the area within which the Development Site is situated
- (b) Chelsea is registered as the freehold owner of part of the Development Site with title absolute under Title No: BGL 23784 subject to a mortgage in favour of the First Mortgagee and their successors in title dated 17 December 1997 and to a lease made 26 April 1995 in favour of Chelsea Car Parks
- (c) Chelsea Stadium is registered as the freehold owner of part of the Development Site with title absolute under Title No. NGL 154792 subject to a mortgage in favour of the First Mortgagee and their successors in title dated 17 December 1997 and to a lease made on 17 December 1997 in favour of Chelsea Football Club
- (d) Chelsea Leisure Services is registered as the freehold owner of part of the Development Site with title absolute under Title No. BGL 21933 subject to a mortgage in favour of the First Mortgagee and their successors in title dated 17 December 1997
- (e) Chelsea Village Hotel is registered as the freehold owner of part of the Development Site with title absolute under Title No. BGL 21932 subject to a mortgage in favour of the First Mortgagee and their successors in title dated 17 December 1997
- (f) Chelsea has submitted the Planning Applications
- (g) The planning obligations contained in this Deed shall bind Chelsea Chelsea Stadium Chelsea Leisure Services Chelsea Football Club Chelsea Village Hotel Chelsea Car Parks and the First Mortgagee in accordance with the terms of this Deed

(h) A copy of this Deed has been served on the Council

**NOW THIS DEED WITNESSETH AS FOLLOWS**

**Definitions**

1. In this Deed the following words and phrases shall have the following meanings ascribed to them:

"the Act" the Town and Country Planning Act 1990 (as amended)

"the Car Parking Tariff" the car parking tariff provisions detailed at Schedule 2 to this Deed

"the CCTV Contribution" the sum of seventy five thousand pounds (£75,000) PROVIDED THAT such contribution be reduced by any amount that might be committed for contribution by Pillar Holdings or any subsidiary or lessee licensee or assignee thereof to secure CCTV coverage over the same area and the sum is to be paid to the installer of the system towards the provision of comprehensive CCTV coverage between Stamford Bridge and Fulham Broadway London Underground Station in accordance with the CCTV Coverage Plan such sum to be repayable from the Council Deposit within seven days of the Council's

**"the CCTV Coverage Plan"**

**receipt of notification that such repayment should be made**

**the plan showing the area to be covered by CCTV attached to this Deed and described as Plan No. 7**

**"the Controlled Parking Zones"**

**the parking zones F and S in which parking controls are imposed by the Council during specified hours and which zones are adjacent to Chelsea Village and are depicted on Plan No. 8**

**"the Controlled Parking Zone Contribution"**

**the sum of ten thousand pounds (£10,000) payable each year to the Council for the purpose of improving and extending the Controlled Parking Zones F and S subject to a total contribution of one hundred thousand pounds (£100,000) which total shall include contributions already made pursuant to Clause 3.8.1 of the 1995 Unilateral Undertaking**

**"the Council Deposit"**

**the sum of one million pounds (£1,000,000) deposited with the Council by Chelsea in anticipation of the completion of a variation of the 1995 Unilateral Undertaking to permit the development of the west stand lower tier**

**"the Developments"**

**the developments permitted by the Planning Permissions**

**"the Development Site"**

the land situated at Stamford Bridge Ground Fulham Road London SW6 1HS as shown edged in red on the Development Site Plan attached to this Deed and described as Plan No.1

**"the Fulham Broadway  
Redevelopment"**

the redevelopment of Fulham Broadway Underground Station and adjoining property promoted by Pillar Holdings or their successors in title

**"initiated"**

means the carrying out of a material operation as defined in Section 56(4) of the Act excluding any archaeological works or works of excavation demolition services diversion site or soil investigations or the construction of any land fill gas works or the erection of hoardings and fences or temporary buildings and "initiation" shall be construed accordingly

**"Interest"**

the Law Society's rate of interest for the time being

**"the Lillie Road Link Ecology  
Mitigation Contribution"**

the sum of five thousand pounds (£5,000) to be paid by Chelsea to the London Wildlife Trust or other body nominated by the Council for the purpose of mitigating the ecological impact of constructing the Lillie Road Link such contribution to be repayable from the Council Deposit within seven days of the

	Council's receipt of notification that such repayment should be made
"the Management Plan"	the management plan attached as Schedule 3 to this Deed
"the Mini-cab Management Plan"	the plan attached to this Deed and described as Plan No. 9
"the Night Bus Service Contribution"	the sum of up to one hundred and fifty thousand pounds (£150,000) to be paid to the Night Bus Operator towards the improvement of the Night Bus Service subject to the terms of a net cost agreement and which is provided for by two annual instalments of a maximum of seventy-five thousand pounds (£75,000) each such contributions to be repayable from the Council Deposit if such monies have not been repaid beforehand and within seven days of the Council's receipt of notification that such repayment should be made
"Night Bus Operator"	London Transport or such other bus company to which the Night Bus Service Contribution becomes payable
"the Night time Pedestrian Circulation Plan"	the plan attached to this Deed and described as Plan No. 10(b)

**"the Planning Applications"**

**the applications for planning permissions listed and defined as follows:**

- (1) the West Stand (LPA ref 97/00071)**
- (2) the West Stand Lower Tier (LPA ref 97/00582)**
- (3) the Court Hotel (LPA ref 97/02479)**
- (4) the Sports and Leisure Club (LPA ref 98/01169)**
- (5) the Lillie Road Link (LPA ref 95/00014)**
- (6) the Railway Station (LPA ref 97/02480)**
- (7) the Nightclub (LPA ref 97/02606)**
- (8) the Section 73 application in respect of Condition 5 attached to the 1989 consent (LPA ref 98/01175)**
- (9) the Section 73 application in respect of Condition 9 attached to the South Stand consent (LPA ref 98/01177)**

**"the Planning Permissions"**

**the planning permissions for the Developments granted pursuant to the Planning Applications**

**"the Railway Station Ecology Mitigation Contribution"**

**the sum of two thousand pounds (£2,000) to be paid by Chelsea to the London Wildlife Trust or other body nominated by the Council for the purpose of mitigating the ecological impact of constructing the Railway Station such contribution to be repayable from the Council Deposit within seven days of the**

- Council's receipt of notification that such repayment should be made
- "the Sports and Leisure Club" the health and leisure club described in the Planning Application (App ref 98/01169)
- "the Sir Oswald Stoll Foundation" the foundation registered by the Charity Commissioners and having registration No. 207939 the objectives of which are to provide housing for disabled ex-service personnel and which occupies the site on Fulham Road adjacent to the western boundary of the Development Site
- "the Tree Screen Contribution" the sum of five thousand pounds (£5,000) to be paid by Chelsea to the Friends of Brompton Cemetery or other body nominated by the Council such contribution to be repayable from the Council Deposit within seven days of the Council's receipt of notification that such repayment should be made
- "the Upper Tier of the West Stand" all those areas in the West Stand which are at a higher level than that part of the West Stand shown on the drawings submitted with planning application reference 97/00582
- "The 1995 Unilateral Undertaking" the Unilateral Undertaking dated 31 March 1995 given by Chelsea and others pursuant to

**Section 106 of the Town and Country  
Planning Act in favour of the Council**

**Statutory Authorities**

2. It is hereby declared that the restrictions and requirements accepted by Chelsea in this Deed are expressed to be made pursuant to Section 106 of the Act and:
- (a) the obligations are planning obligations for the purposes of the Act
  - (b) the obligations are undertaken by Chelsea Chelsea Stadium Chelsea Leisure Services Chelsea Village Hotel and their successors in title and assigns in their capacity as freehold owners of the Development Site
  - (c) the obligations shall be enforceable by the Council as the local planning authority for the area of the Development Site and
  - (d) sub-clause (c) above is subject to the provisions of clause 3 as to conditionality and clause 6.1 as to the circumstances in which this Deed shall cease to bind those first giving the undertaking

**Conditionality**

3. IT IS HEREBY AGREED AND DECLARED that
- 3.1. Clause 4 of this Deed will not have effect unless the Planning Permissions have been granted for any of the following Developments:
- (a) the West Stand upper and lower tiers (LPA ref: 97/00071)
  - (b) the Court Hotel



- (c) the Sports & Leisure Centre
- (d) the Nightclub

3.2 in the event of each and every one of the Planning Permissions specified in Clause 3.1 being quashed as a result of legal proceedings then this Deed shall absolutely determine and become null and void

### **Planning Obligations**

4. Chelsea, Chelsea Stadium Chelsea Leisure Services Chelsea Football Club Chelsea Village Hotel Chelsea Car Parks and the First Mortgagee on behalf of themselves their respective successors or assigns hereby undertake in favour of the Council

4.1 not to occupy the Upper Tier of the West Stand for use until

### **Contribution towards Controlled Parking Zones**

4.1.1 the Controlled Parking Zone Contribution which has become due has been paid to the Council

### **Implementation of the Management Plan**

4.1.2 the Management Plan has been implemented

### **Implementation of the Car Parking Tariff**

4.1.3 the Car Parking Tariff has been implemented

### **Contribution towards CCTV coverage**

4.1.4 the CCTV Contribution has been paid

### **Tree Screen to Brompton Cemetery**

4.1.5 the Tree Screen Contribution has been paid

### **Contribution towards Night Bus services**

4.2.1 not to occupy the West Stand on non match days between 22.00 hours and 01.00 hours or the Nightclub between 22.00 and 03.00 hours until the first instalment of the Night Bus Service Contribution has been paid

4.2.2 to pay the second instalment on the anniversary of the payment of the first instalment

### **Maintenance of Operations**

4.3 having implemented the Management Plan and the Car Parking Tariff to continue operation of the same subject to any material modification or alteration that might be made and following consultation with the Council to put into effect reasonable requests of the Council consequent upon such consultation which may have full and proper regard to the objectives of the Management Plan and Car Parking Tariff and to the effective and economic management of the Development Site and uses and activities thereon

## **Management of Bluebells Nightclub**

### **4.4 Chelsea further undertakes as follows:**

4.4.1 that it shall obtain a public entertainment licence in respect of any activity or event or use of the Nightclub premises (being an activity or event or use authorised by planning permission granted in respect of Application No. 97/02606 or modification thereof) which requires such a licence (whether under the London Government Act 1963 or any Statutory re-enactment or modification thereof) and shall at all times comply with the requirements of that licence

4.4.2 if the Nightclub premises are used for an activity or event which does not require a public entertainment licence, Chelsea shall nevertheless carry out such activity or event as though the terms of the licence referred to in Clause 4.4.1 above applied to it (including, for the avoidance of doubt, such conditions of the licence as they relate to opening hours and/or capacity of the Nightclub) save as otherwise authorised in writing

## **Ecological Impact Mitigation**

### **4.5 The Railway Station Ecology Mitigation Contribution**

The Planning Permission for the Railway Station (LPA reference no. 97/02980) shall not be initiated until the Railway Station Ecology Mitigation Contribution has been paid for the purpose of mitigating adverse ecological impact that might arise as a result of the construction of the Railway Station PROVIDED THAT the Railway Station Ecology Mitigation Contribution shall be used for such purpose within five years of the date of its payment and PROVIDED FURTHER THAT

if the Railway Station Ecology Mitigation Contribution is not so used within five years it shall become immediately repayable with Interest

**4.6 The Lillie Road Link Ecology Mitigation Contribution**

The Planning Permission for the Lillie Road Link (LPA reference 95/00014) shall not be initiated until the Lillie Road Link Ecology Mitigation Contribution has been paid for the purpose of mitigating adverse ecological impact that might arise as a result of the construction of the Lillie Road Link PROVIDED THAT the Lillie Road Link Ecology Mitigation Contribution shall be used for such purpose within five years of the date of its payment and PROVIDED FURTHER THAT if the Lillie Road Link Ecology Mitigation Contribution is not so used within five years it shall become immediately repayable with Interest

**Third Party Land**

4.7 No obligation herein shall impose upon any party to this Deed any requirement that they shall acquire any interest in any land over which that party has no control

**Payments**

4.8 All payments made under the provisions contained within this Clause 4 shall be made subject to the following provisos:

- (i) that the payments shall be used for the purpose specified above;
- (ii) that the monies shall be applied to such purpose within five years from the date of the payment;

- (iii) that any sum not so applied within five years shall be immediately repayable with Interest

### **Balance of the Council Deposit**

- 4.9.1 The balance of the monies due to be returned to Chelsea from the Council Deposit after the payment of the CCTV Contribution, the Lillie Road Link Ecology Mitigation Contribution, the Night Bus Service Contribution, the Railway Station Ecology Mitigation Contribution and the Tree Screen Contribution ("the Balance") shall be made available to be used towards the construction and operation of the Lillie Road Link and Chelsea shall meet the additional costs of such construction and operation
- 4.9.2 In the event that the Lillie Road Link development is not granted planning permission THEN the Balance shall be used for alternative measures as identified by Chelsea in agreement with the Council for the purpose of alleviating congestion along Fulham Road within a mile of the Development Site PROVIDED THAT if such alternative agreed measures do not use the whole of the Balance any such unused monies shall forthwith become returnable to Chelsea PROVIDED ALSO THAT if the Balance shall prove to be insufficient to meet the reasonable cost of the alternative measures thus identified and agreed THEN Chelsea shall pay the deficit subject to a maximum amount equivalent to 10% of the Council Deposit PROVIDED FURTHER THAT any such mitigatory measures shall not be such as to limit the various uses permitted to be carried on at the Development Site

## **5 Notices**

- 5.1 Any notice required to be given hereunder shall be in writing and shall be delivered personally or sent by pre-paid first class post. The addresses for service shall be those

stated in the Deed or such other addresses in England for service as the intended recipient to be served might have previously notified in writing

- 5.2 Each notice served in accordance with sub-clause 5.1 hereof shall be deemed to have been given or made and delivered if by delivery when left at the relevant address or if by letter 48 hours after posting

## **6 Obligations after disposal of whole or part**

### **6.1 Release from Liability**

Any of those stated herein as giving the undertaking including for the avoidance of doubt their successors in title and assigns shall cease to have any obligation or liability under the terms of this Deed in relation to the Development Site or any part thereof once they shall have parted with all of their interest in the land (other than easements and rights of a like nature) or that part thereof but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

### **6.2 Notice of Disposal**

If any of the parties hereto shall dispose of their interest in the Development Site or any part thereof they shall within 28 days of such disposal give written notice of the name and address of their successors to the Council together with sufficient details of the land included in the disposal to allow its identification

## **7 General**

- 7.1 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed

7.2 For the avoidance of doubt the provisions of this Deed (other than those contained in this sub-clause) shall not have any effect until this document has been dated

7.3 References to statutes by-laws regulations orders and delegated legislation shall include any statute by-law regulation order or delegated legislation re-enacting or made pursuant to the same

## 8 Local Charges and Council Functions

8.1 IT IS HEREBY AGREED AND DECLARED that:

8.1.1 the provisions of this Deed shall be treated as Local Land Charges and registered at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975; and

8.1.2 nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions

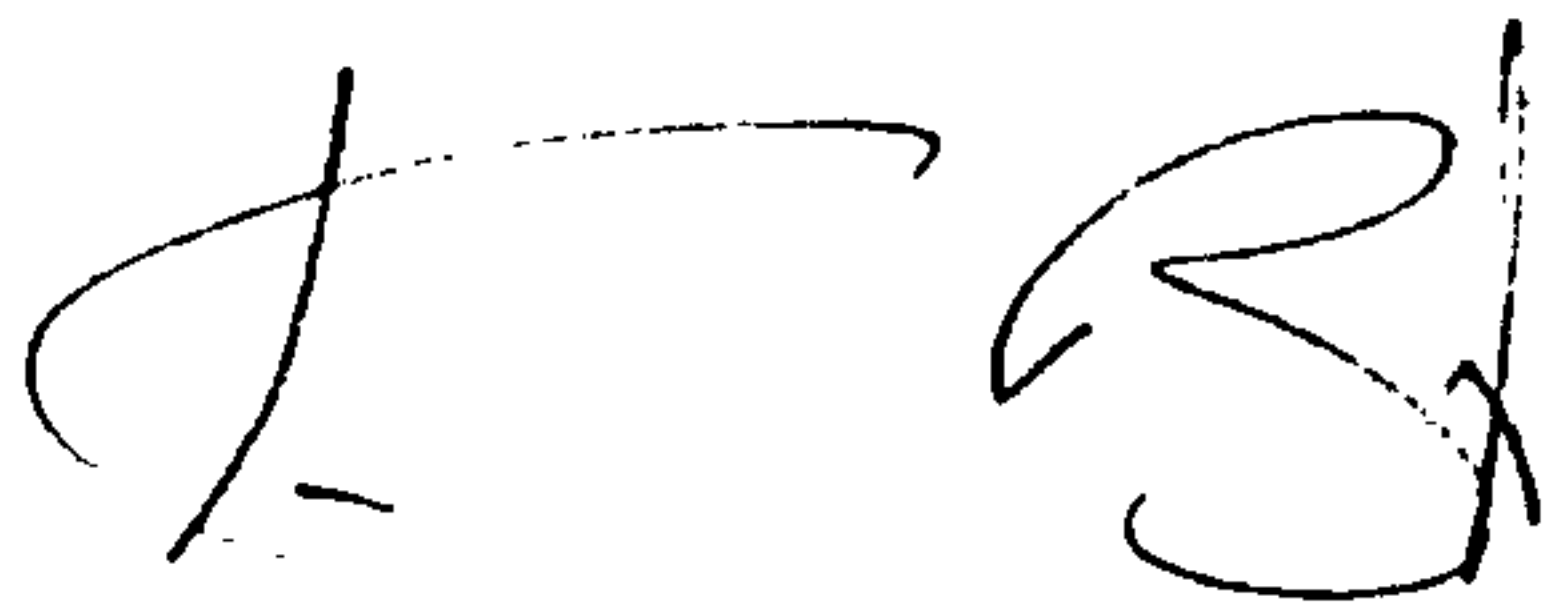
DELIVERED AS A DEED on the date of this document

EXECUTED AS A DEED BY

CHELSEA VILLAGE PLC

in the presence of

Director



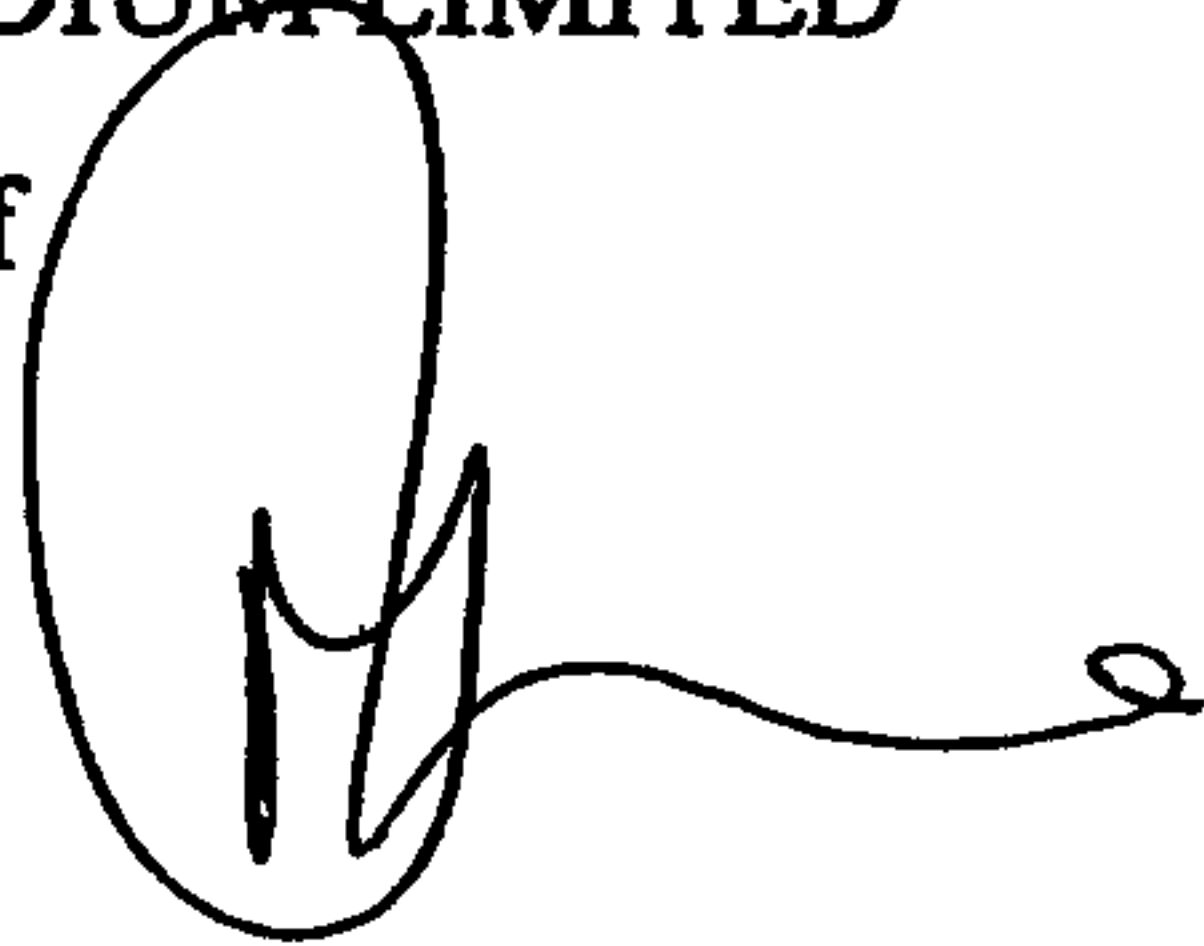
Secretary



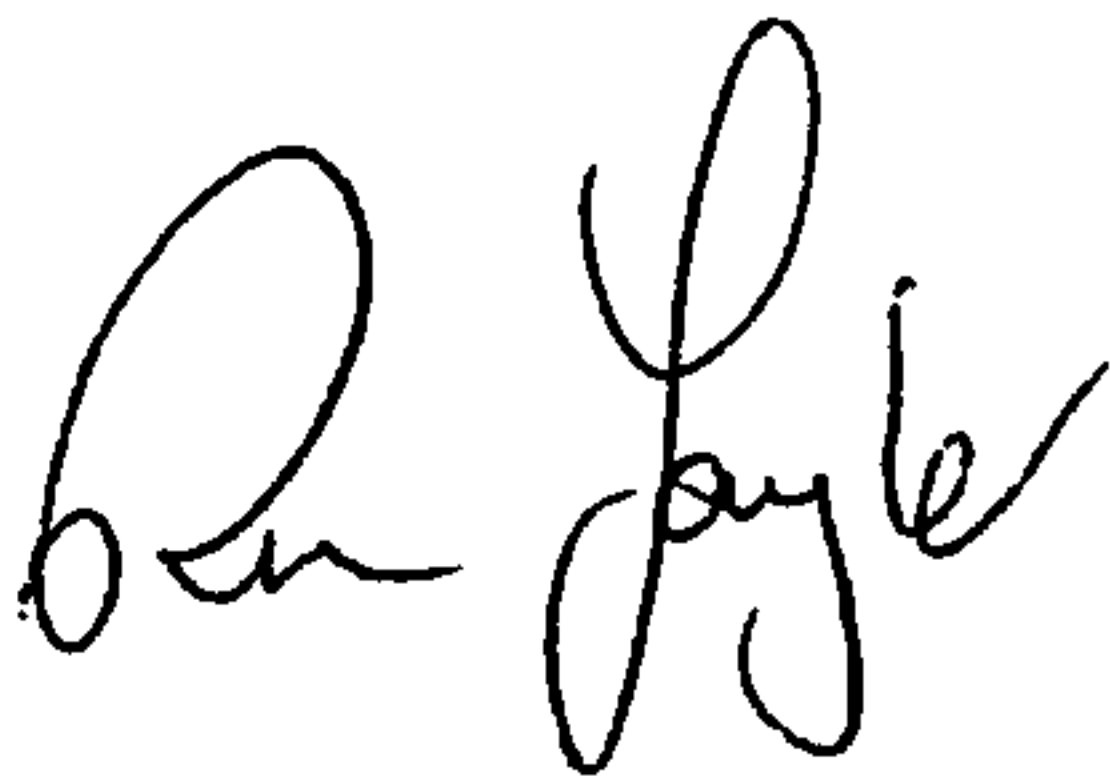
**EXECUTED AS A DEED BY  
CHELSEA STADIUM LIMITED**

in the presence of

Director



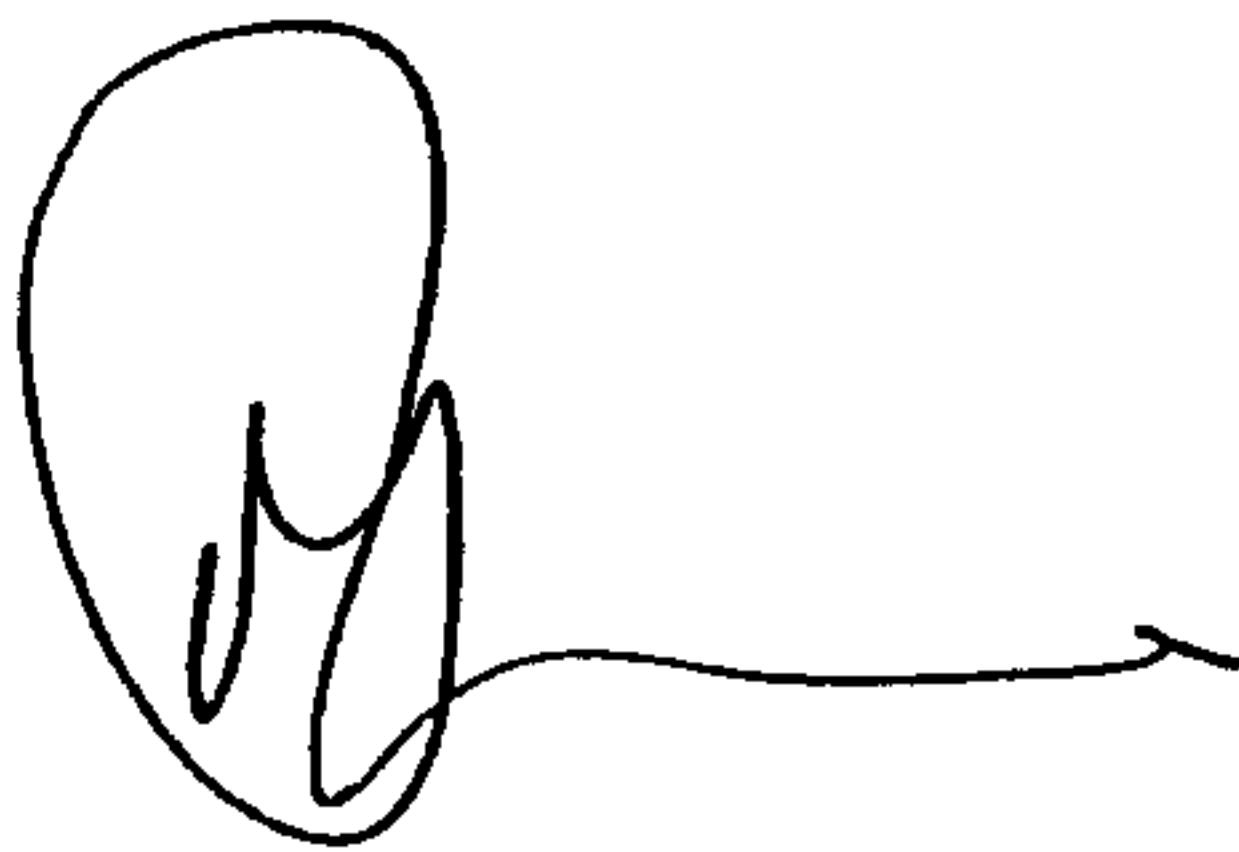
Secretary



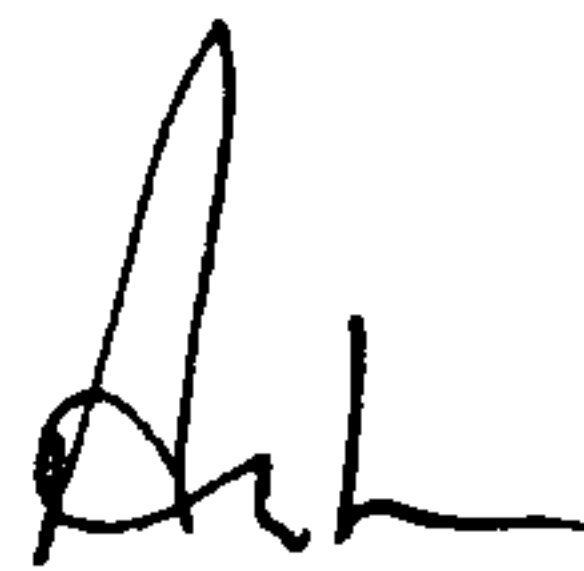
**EXECUTED AS A DEED BY  
CHELSEA LEISURE SERVICES LIMITED**

in the presence of

Director



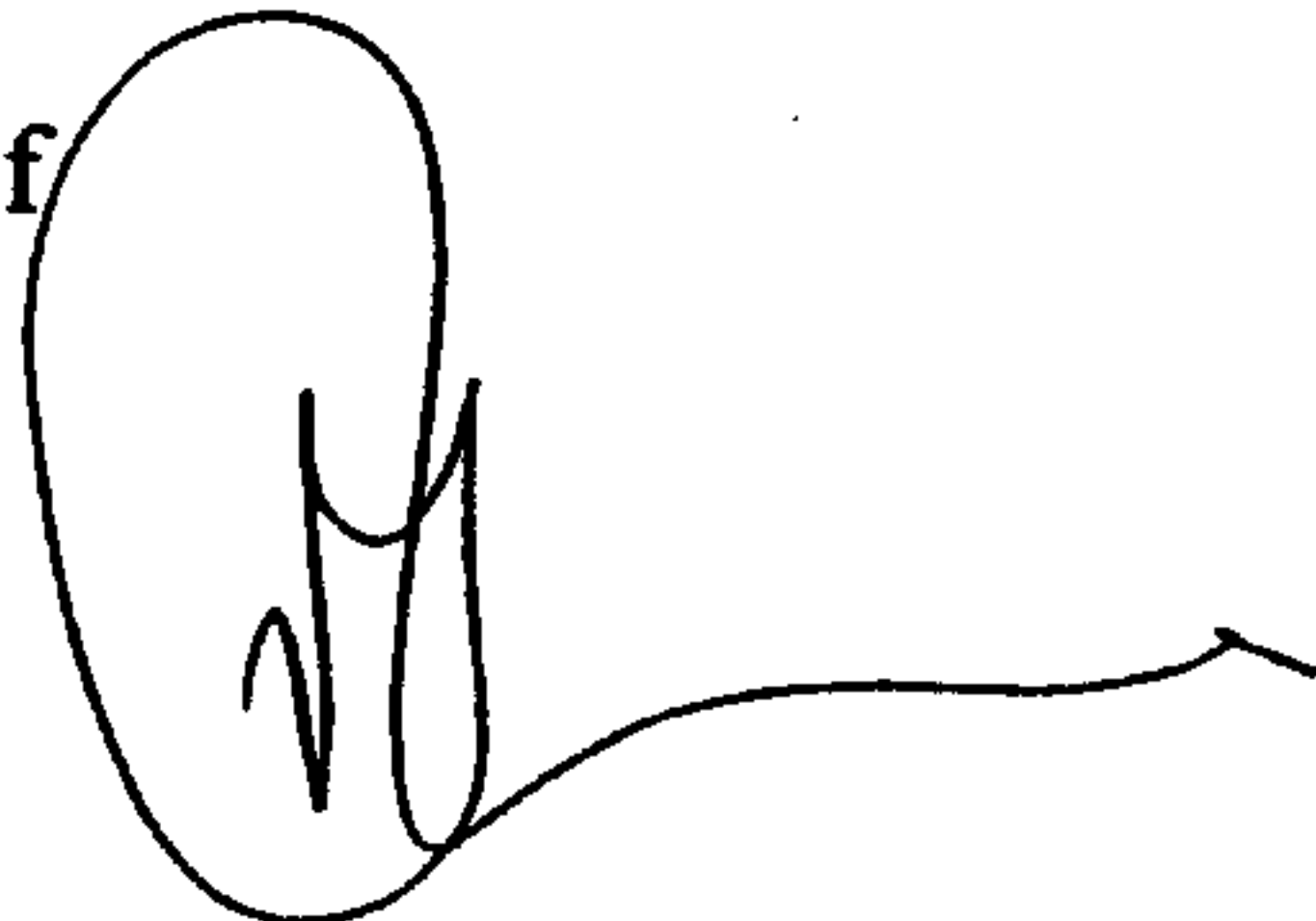
Secretary



**EXECUTED AS A DEED BY  
CHELSEA VILLAGE HOTEL LIMITED**

in the presence of

Director



Secretary





EXECUTED AS A DEED BY  
LAW DEBENTURE TRUST CORPORATION PLC

in the presence of

Director

~~Secretary~~

*Yvonne Evington*  
AUTHORISED SIGNATORY



EXECUTED AS A DEED BY  
CHELSEA FOOTBALL CLUB LIMITED

in the presence of

Director

Secretary

EXECUTED AS A DEED BY  
CHELSEA CAR PARKS LIMITED

in the presence of

Director

Secretary

**SCHEDULE 1**  
**DEVELOPMENT SITE PLAN**