

DATED 19 July 2001

NORFOLK COUNTY COUNCIL

- and -

BROADLAND DISTRICT COUNCIL

- and -

ECLIPSE HOTELS AND LEISURE LIMITED

AGREEMENT

Head of Law
Norfolk County Council
County Hall
Martineau Lane
NORWICH
NR1 2DH

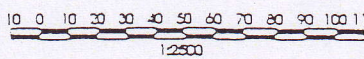
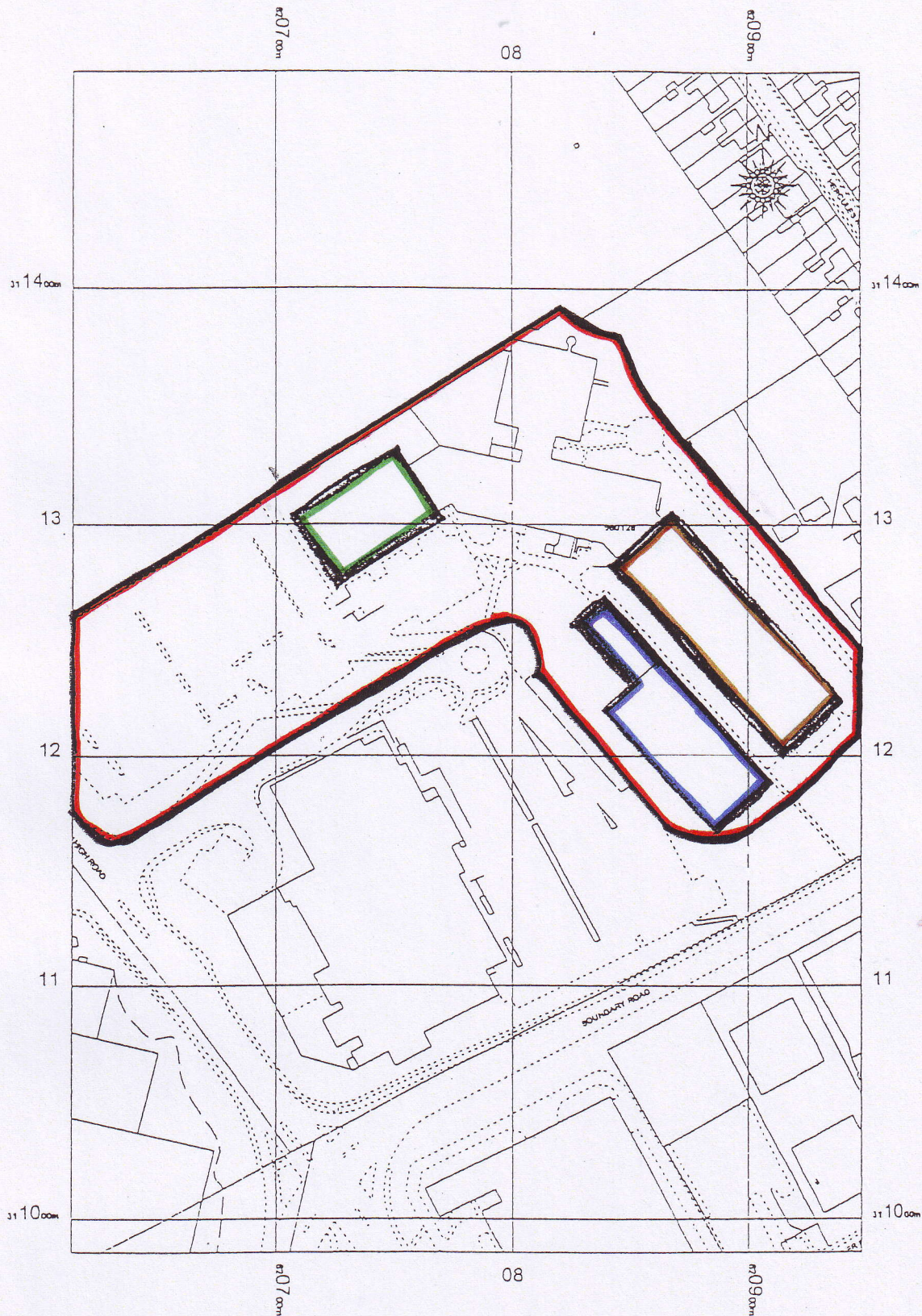
THIS AGREEMENT is made the 19th day of July Two thousand and one

BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of County Hall Martineau Lane Norwich NR1 2DH of the first part BROADLAND DISTRICT COUNCIL ("the District Council") of Thorpe Lodge Yarmouth Road Norwich of the second part and ECLIPSE HOTELS AND LEISURE LIMITED ("ECLIPSE") whose registered office is situate at 1 Noel Street London W1 of the third part

WHEREAS:-

- (1) The District Council are the owners in fee simple of the land shown edged red on the attached plan ("the Land")
- (2) Eclipse are the current lessees of the land under the unexpired residue of a lease dated 5 January 1990 and made between Broadland District Council (1) and Norwich Sport Village Limited (2)
- (3) The County Council and the District Council are Local Planning Authorities within the meaning of the Town and Country Planning Act 1990 ("the Act") and the County Council is the Local Highway Authority within the meaning of the Highways Act 1980 for the area within which the Land is situated

- (4) Chasley Hotels Ltd and ASDA Stores Ltd have jointly made application to Broadland District Council (reference 98/0128) dated 3 February 1998 ("the Application") in accordance with the Act and the Orders and Regulations for the time being in force thereunder for planning permission to develop part of the Land by (a) the enclosure of the open air tennis courts situated on that part of the Land edged blue on the attached plan ("the Tennis Courts") to provide an indoor sports hall with car park over and (b) extending the hotel situated on the Land and erecting two equipment stores for use in connection with the existing sports halls ("the Development")
- (5) There are currently within the Land inter alia the following facilities:-
- (a) a sports hall in the position edged green on the attached plan
 - (b) a sports hall in the position edged brown on the attached plan
 - (c) the Tennis Courts
- (6) The County Council are concerned that following completion of the Development the enclosed area created thereby will be used concurrently with either or both of the sports halls referred to in Recital (5) (a) and (b) of this Agreement for certain events which together will generate an unacceptable level of traffic in the vicinity of the Land (such uses not requiring further planning permission by virtue of the



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to supply an individual with value added
Local Authority information.

Drawn By	Reference 980128	 Broadland District Council
Date 26 Feb 98	Location Norwich Sport Village & Hotel	
Scale 1:2500	OS Reference TG2078111238	

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provisions of the Town and Country Planning (Use Classes) Order 1987 ("the 1987 Order")

- (7) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended)
- (8) the obligations created by this Deed are enforceable by either the County Council or the District Council

N O W THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers
2. The District Council and Eclipse hereby jointly and severally covenant with the County Council that in the event of planning permission being granted in respect of the Application then with effect from the date on which the Tennis Courts are ready for use for a Special Event only one of the three Facilities shall be used for a Special Event at any one time

3. For the purposes of Clause 2

(a) "Special Event" means any sporting event which at any one time will or is likely to generate more than 100 spectators or visitors (in total) or any other type of event which at any one time will or is likely to generate more than 100 participants or visitors (in total)

(b) "The three Facilities" means the facilities listed in Recital (5) of this Agreement

4. No waiver (whether express or implied) by the County Council of any breach of default by the District Council or Eclipse or their successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the District Council or Eclipse or their successors in title

5. The District Council and Eclipse hereby warrant that they have full power to enter into this Agreement and that there is no person having any charge over or any interest in the Land other than those entering

this Agreement binding upon the Land and all estates and interests therein

6. No person shall be bound by the obligation in this Agreement in respect of any period during which he does not have an interest in the Land
7.
 - (1) The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
 - (2) If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution
 - (3) If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute shall be referred to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Arbitrators who

shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties

8. It is hereby agreed that Eclipse will pay the reasonable legal costs of the County Council and the District Council incurred in respect of the preparation and completion of this Agreement
9. The Parties hereby agree that they do not intend that any third party which may benefit from this Agreement or any part of it shall have any rights of enforcement under the terms of the Contracts (Rights of Third Parties) Act 1999

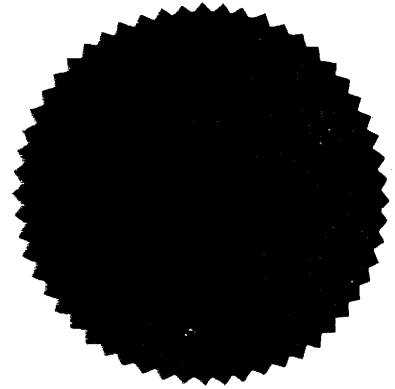
I N W I T N E S S whereof Norfolk County Council and Broadland District Council and Eclipse Hotels and Leisure have affixed their Common Seals the day and year first before written

THE COMMON SEAL of THE NORFOLK COUNTY COUNCIL was hereunto affixed in the presence of:-

Reveler

authorised to sign
on behalf of

Director of Corporate Resources



THE COMMON SEAL of BROADLAND DISTRICT COUNCIL was hereunto affixed in the presence of:-

[Handwritten signature]

SIGNED AS A DEED by ECLIPSE HOTELS AND LEISURE LIMITED acting by its

Director

[Handwritten signature]

Director/Secretary

[Handwritten signature]

52301