

DEED OF AGREEMENT

Dated

APPENDIX 5

BETWEEN:

- (1) **VALE OF WHITE HORSE DISTRICT COUNCIL** whose offices are at The Abbey House, Abingdon, Oxfordshire OX14 3JE (“the Council”)
- (2) **UNITED KINGDOM ATOMIC ENERGY AUTHORITY** whose headquarters address is Marshall Building, 521 Downs Way, Harwell International Campus, Harwell, Didcot, Oxfordshire OX11 0RA (“the Owner”)
- (3) **SOUTH OXFORDSHIRE FOUR PILLARS HOTEL LIMITED** (company number: 05117996) whose registered office is at Olney House, Ducklington Lane, Witney, OX28 4EX (“Four Pillars”)

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement the following words and phrases shall have the following meanings respectively:

“the Act” means the Town and Country Planning Act 1990 (as amended) and any future amendment, enactment or re-enactment thereof

“the Applicants” means the Owner and Four Pillars

“the Application Site” means the site edged red on the attached site plan (“the Site Plan”)

“the Planning Permission” means the planning permission to be issued by way of approval of the application described in clause 2.3

“the Campus” means the land and buildings known as the Harwell Science and Innovation Campus lying adjacent to the A4185 in the parish of Harwell in Oxfordshire and which is shown outlined in blue on the attached Location Plan (“the Location Plan”) and which for the avoidance of doubt includes the Rutherford Appleton Laboratory and the National Radiological Protection Board

“the Hotel” means the hotel authorised by the Planning Permission

“Leisure Facilities” means the part of the development authorised by the Planning Permission which is to be constructed within the part of the Application Site which is shown edged green on the Site Plan

“the Opening Date” means the date when the Leisure Facilities are first open for use by members of the public

“a Campus Employee” means an individual whose main place of employment is within the Campus and “a Campus Employer” means a person, company or other organization operating from an owned or rented site within the Campus and for the avoidance of doubt includes the Owner and the Rutherford Appleton Laboratory and the National Radiological Protection Board

“Local Residents” means persons whose home address is located within the parishes of Chilton, East Hendred or Harwell in Oxfordshire

“Register of Users” shall mean a complete and accurate record of the names and home addresses (and in the case of Campus Employees their employers) of all persons who are members of the Leisure Facilities

“Immediate Families” means the spouse of a Campus Employee (or a person living together with that Employee as his or her spouse or civil partner) and their children

“development” has the meaning given in section 55 of the 1990 Act and for the purposes of the obligations contained in this Agreement shall be deemed to be

commenced when a material operation as defined in section 56(4) of the 1990 Act has begun to be carried out on the Application Site

“person” where the context so admits includes a company, organization or other body functioning as a legal entity and the singular includes the plural and (in both cases) vice versa

2.0 RECITALS

2.1 The Council is the Local Planning Authority for the purposes of the Act for the district which includes the Application Site

2.2 The Owner of the freehold of the Application Site free from any mortgage or charge save for an agreement in favour of Four Pillars

2.3 The Applicants have applied to the council under reference [] for planning permission for the ‘Demolition of two houses, squash courts and tennis courts. Erection of hotel on land south of Curie Avenue and leisure club and spa on land north of Curie Avenue’ and the Council has resolved to grant planning permission subject to the Applicants entering into the covenants contained in this Agreement and subject to such conditions as shall be set out in the Planning Permission

2.4 Four Pillars is seeking to operate the facilities included in the development referred to in the Planning Permission

3.0 STATUTORY PROVISIONS

This Agreement is made pursuant to section 106 of the Act and section 111 of the Local Government Act 1972 and in consideration of the covenants contained in Clause 4.0 and the Schedule which are planning obligations for the purposes of section 106 of the Act registerable as local land charges and enforceable by the Council as local planning authority

4.0 COVENANTS

4.1 The Applicants each on behalf of themselves and their respective successors in title and all persons claiming under or through them or either of them the owner or owners, occupier or occupiers of all or any part of the Application Site and so as to bind each and every part of the Application Site hereby jointly and severally covenant with the Council:-

- (a) to observe and perform the obligations set out in the Schedule hereto
- (b) to maintain an accurate and comprehensive Register of Users of the Leisure Facilities and on request to make this available to the Council's representative or representatives for inspection at the Leisure Facilities and if then so required to provide free of charge a comprehensive report in a format reasonably required by the Council

Provided that any documentation inspected by or made available to the Council under sub clause (b) above shall be treated as strictly confidential and used only in connection with the monitoring and enforcement of this Agreement

4.2 Notwithstanding the foregoing no person shall be liable in respect of any breach of the covenants contained herein which arises after that person shall have parted with all interest in the Application Site

4.3 The terms, conditions, covenants and obligations on the part of the Applicants shall (except for Clause 6 hereof) be conditional upon and shall not take effect until the Council has granted the planning permission referred to in clause 2.3 above and the Leisure Facilities are available for use

5.0 DECLARATION

5.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers and duties of the council in the exercise of its functions as

Local Planning Authority and the Council's rights, powers and duties under all public and private statutes, byelaws and regulations may be as fully and effectively exercised as if it were not a part to this Agreement

- 5.2 No waiver (whether express or implied) or delay by the Council of any action or remedy in respect of any breach or default by this Applicants in performing or observing any of the terms or obligations of this Agreement shall constitute a continuing waiver nor prevent the Council from enforcing any such excising or future breach or default of any such term or obligation

6.0 COST OF PREPARATION

The owners shall upon the execution of this Agreement pay the Council's reasonable and proper legal expenses and costs associated with the preparation of this Agreement

7.0 EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall take effect on the date stated at the head of the Agreement or if later the date of the issue of the Planning Permission.

IN WITNESS whereof the parties hereto have executed the Agreement as their deed the day and year first before written

SCHEDULE

Limitation on Membership of the Leisure Facility

Use of the Leisure Facilities shall be restricted to members (who may be accompanied by guests) of the Leisure Facilities and limited as follows:

- i) For the first three calendar months following the Opening Date membership shall be limited to the following:

* Campus Employees and their Immediate Families

- * Corporate booking or membership by a Campus Employer
- * Guests at the Hotel; and
- * Local Residents

ii) After the first three calendar months other persons shall be permitted to be members of the Leisure Facilities but in the event that membership reaches capacity (including the reserved right for Hotel guests to use the Leisure Facilities) the Applicants shall maintain two waiting lists for persons applying for membership:

- * List One comprising (a) Campus Employees and their Immediate Families and (b) Corporate booking or membership by Campus Employers; and
- * List Two consisting of all other applicants for membership

and whenever vacancies arise they shall be first offered to persons on List One who will then have fourteen days to accept or reject the offer and in the event of a rejection or absence of a response (and in which case they shall be taken off List One and shall not be entitled to be re-admitted to that list if Four Pillars so decide) and no persons remaining on List One who have not been offered a vacancy then such vacancies may be offered to persons on List Two

THE COMMON SEAL of the)
VALE OF WHITE HORSE)
DISTRICT COUNCIL)
 was hereunder affixed in)
 the presence of:)

THE COMMON SEAL of the)
UNITED KINGDOM ATOMIC)
ENERGY AUTHORITY was hereunto)
affixed in the presence of:)

EXECUTED as a **DEED** by)
SOUTH OXFORDSHIRE FOUR)
PILLARS HOTEL LIMITED by two)
Directors or a Director and Secretary)