

**S78 Town and Country Planning Act 1990 (as amended)**

**Land at Cheshunt Football Club, Theobalds Lane, Cheshunt, Herts EN8 8RU**

**Appeal by LW Developments Limited**

**Appeal reference: APP/W1905/W21/3271027**

**LPA Reference: 07/18/0514/F**

**Proof of Evidence of**

**Dean Williamson**

**Chairman Cheshunt Football Club  
Director LW Developments**



## Contents

<b>1. Introduction</b> .....	2
<b>2. Cheshunt Sports &amp; Leisure Ltd</b> .....	4
<b>3. The Club Today</b> .....	6
<b>4. Rationale of Cheshunt Football Club</b> .....	11
<i>Sustainable Income</i> .....	12
<i>Enhanced stadium facilities</i> .....	14
<i>Diagram 1. Football League Pyramid including National League System (steps 1-6)</i> .....	15
<i>Table 1. Summary of minimum FA Ground Grading Criteria to step 4</i> .....	16
<i>3G pitch</i> .....	19
<i>Club Facilities</i> .....	19
<i>Table 2. Comparable stadia facilities in steps 1-4 of the National League System</i> .....	20
<b>5. Conclusion</b> .....	22

## Appendices

<b>1 – Cheshunt Sports and Leisure Articles of Association</b> .....	23
<b>2 – Paul Forsey Speech to LPA Planning Committee</b> .....	43
<b>3 – Pictures of Cheshunt FC Facilities</b> .....	46
<b>4 – Pictures of Cheshunt FC Teams</b> .....	57
<b>5 – Heads of Terms agreed between Broxbourne Borough Council and Cheshunt Sports and Leisure</b> .	63
<b>6 – Cabinet approval of Heads of Terms</b> .....	69
<b>7 – FA Ground Grading Report</b> .....	71
<b>8 – Capacity Calculation Diagram</b> .....	75
<b>9 – Indicative Football Club layout</b> .....	78
<b>10 – Comparable Football Clubs</b> .....	80

## 1. Introduction

- 1.1. My name is Dean Williamson. I have a Master of Science (MSc) post-graduate degree in Economics and Finance, a post-graduate Diploma (PGDip) in Estate Management and a first-class Bachelor of Arts under-graduate degree in Economics. I am a member of the Royal Institute of Chartered Surveyors (RICS).
- 1.2. I started my career in interest-rate derivatives at Morgan Stanley. I joined CB Richard Ellis in 2003 and qualified as a Chartered Surveyor in 2006. I worked in a range of areas such as Business Rates, Capital Markets and Valuation before specialising in Land & Development.
- 1.3. I joined LW Developments Ltd in 2010 where I have worked on a range of projects including the appraisal, acquisition, planning and promotion of land for uses including housing and employment.
- 1.4. LW Developments Ltd is a family-owned business located in the Borough of Broxbourne. A significant proportion of our developments have been and continue to be within the borough.
- 1.5. I myself went to school in the borough and have both lived and worked in Cheshunt. I am a passionate sportsman, though never played to a particular level
- 1.6. The original Cheshunt Football Club (“the Club”) was formed in or around 1880 and was re-established after the war in 1946. The Club has a rich history, achieving various league and cup success during the golden years of the 1940s and 70s.
- 1.7. Our family became acquainted with the Club through my younger brother who played for the youth teams at various ages.
- 1.8. In 2011 the Club encountered serious financial difficulty having accrued significant debt that led to members approaching my father Lee Williamson for help.
- 1.9. We made a decision to take the Club over. First and foremost, we wanted to prevent the club from being wound up. Through my brother we saw first-hand the camaraderie that grass-roots sport gives to so many young people. We also wanted to put something back into the community which had been our home and key trading area for over 15 years. I

also saw it as a personal challenge, combining my love of sport with my academic and professional background to rebuild the club based on sound business principles.

1.10. In 2011, I became Chairman of the Club.

## 2. Cheshunt Sports & Leisure Ltd

- 2.1. In 2011 we established Cheshunt Sports & Leisure Ltd to take on the commercial lease of the Club. We reached agreement with the Council to clear the Club's previous debts by building and paying for a footpath through the front of the site. We also settled debts to other suppliers.
- 2.2. The Club was previously registered as a Members' Club and therefore the members would assume liability for its debts. To safeguard the Club's future (and the liability of members), it was agreed with The Football Association (FA) that the Club be registered through Cheshunt Sports & Leisure Ltd.
- 2.3. Within its Articles of Association, Cheshunt Sport & Leisure's primary objective is to further the development of association football in Cheshunt and surrounding areas. To achieve this primary aim, the Company's aims within the Articles of Association are:
  - a) To carry on business, on a commercial basis, of football and associated activities undertaken by the Club with profits being re-invested for the further development of the Company.
  - b) To make football, operational and commercial decisions to ensure that a team representing the town of Cheshunt plays football at the highest possible level within the national football structure.
  - c) To encourage participation in the game of association football within all sectors of the local community.
  - d) To promote the game of association football in every way in which the Company shall think proper.
  - e) To maximise income in a proper and business-like manner from facilities, trade or other business available to the Company in pursuance of its primary objective.
  - f) To help ensure the wellbeing of staff, officials, volunteers, supporters and players involved in the furtherance of the Company's primary objective.
- 2.4. The Articles of Association are included in **Appendix 1**. Revenues generated by the Club from Cheshunt Sports Village will go to Cheshunt Sports & Leisure Ltd to meet these aims.

- 2.5. My role as Chairman is varied, but always geared towards meeting these objectives. From overseeing the running and growth of our teams, facilities and programmes, to liaising with football authorities and stakeholders within the community, my vision is to be a flagship community football club for all ages, abilities and backgrounds, playing at the highest possible level.
- 2.6. I'm often asked why I'm involved in non-league football. As with any community organisation it's a huge commitment of time and energy. I must say that it's an arduous task, but also an extremely rewarding one.
- 2.7. I have been Chairman now for over 10 years and I'm proud when I look back over that period and see what we have achieved and how the Club has been transformed.
- 2.8. The Club is in a more stable financial position, and there has been an increased emphasis on improving its built facilities and growing its community programmes to attract all age groups and sections of the community and to promote sport, health, education and employment.
- 2.9. The rewards of running/owning a community sports club are not financial. I do not take a salary in my role as Chairman, and it is certainly not a pastime for those seeking financial gain.
- 2.10. For me the rewards are seeing the joy the Club brings to people and the difference it makes to the lives of many who are involved with the club, be they young children, adult players, volunteers, coaches, staff or supporters. It's knowing that we provide an environment that people feel a part of and take pride in, a sense of togetherness with opportunities to make friends and develop personally, all the while making a positive contribution to the health, well-being and social cohesion of our local community. I attach in **Appendix 2** a speech given to the planning committee in support of our proposal from a local resident whose son plays at the Club, which illustrates this perfectly.
- 2.11. This is why I'm passionate about the Club, what we do, and its future.

### 3. The Club Today

- 3.1. The Club today is unrecognisable to the one that we took over 10 years ago, both on and off the pitch.
- 3.2. The increased importance of the Club and its contribution to the social and economic wellbeing of the community has proved successful in attracting grant funding from sports bodies such as the Football Foundation and Sport England. Coupled with investment from LW Developments Ltd, this has resulted in a number of successful projects which include:
  - a) Refurbishment of the clubhouse and function suite to provide a social hub for the Club's teams, local community organisations and individual hirers for weekly meetings, courses, events and celebrations (see below at paragraph 4.34 (d))
  - b) Funding from the Football Foundation to renew stadium facilities, which had deteriorated over the years.
  - c) Remodelling and improvements to the existing grass pitches to provide high quality playing surfaces, with drainage, irrigation and a full size floodlit artificial grass pitch (AGP). This involved the importation of soils to cap-off the former landfill underneath. The first two phases are complete and have been signed off by the Environment Agency, which is satisfied that the site has been returned to a satisfactory state having regard to the state of the site before works began. The final phase of soil importation is on hold pending the outcome of this planning application.
  - d) Securing Sport England funding towards the provision of the new 3G artificial grass pitch, that now provides much needed year-round playing facilities for the Club and other teams within the community.
- 3.3. I include some before and after photos of our facilities in **Appendix 3**.
- 3.4. These projects have allowed the Club to grow its number of teams and community programmes and become one of the leading football clubs in the Borough of Broxbourne in terms of the number and range of teams provided and the facilities offered. We are also the most senior club in terms of league status and the only football club in the

borough with a stadium that is assessed at grade C of the Football Association's National Ground Grading Criteria (see below at paragraphs 4.13 - 4.23). As such it is one of the few grounds to host school, league and cup finals, as well as being home to a number of other local teams.

3.5. This has allowed the Club to grow at an exceptional rate. Prior to us taking over, the Club had one senior men's team and a boys' youth section with 175 registered players. The Club did not run any soccer schools or FA courses and did not participate in local community events. The function suite was privately operated as a gentleman's club and there was little hire of the clubhouse given its state of disrepair.

3.6. Today the Club is a lot different, and a diverse range of activities are now undertaken which include:

- a) A boy's youth section that has more than doubled to 360 registered players. Last season we added the Borough's only competitive women's side along with two new girls' teams with 27 registered players providing a pathway of opportunity for female players in the local community. The Club now has a disability section with 24 adult players and 16 youth players. Two years ago we also started walking football for both men (over 50s) and women (over 40s) which has grown to over 140 players. In total the Club now has over 40 teams playing under the Cheshunt FC banner.
- b) Weekly Saturday soccer schools and holiday camps attended by over 100 local children that are open to all boys and girls between the ages of five and 11, designed to encourage children to develop a love of sport.
- c) Partnering with the Football Association to provide a Weetabix Wildcats programme on Monday nights, offering non-competitive football for girls who want to give football a go for the very first time or want to play with other girls their own age.
- d) Other local club, school and college teams using the club's facilities for training and matches every week. Teams include FC Romania, Mill Lane, Cuffley FC,



- Wormley Rovers, North London FC, Hoddesdon Town FC, Ware Youth FC, Chars Youth FC, Elite Ballers, Spurs Women's Academy, and Herts Regional College
- e) Hosting football tournaments and cup finals for local organisations such as the Waltham Cross & District Primary Schools Sports Association, the Hertfordshire FA and Richard Hale school.
  - f) Over 70 volunteers engaged with the club across various roles including coaching, administration and match day organisation. The Club also currently employs one full time and eight part time staff (the Club had no employees prior to taking over). In 2019 the Club was accredited as being a Disability Confident Committed employer.
  - g) Work experience placements to secondary school students from Goffs School, Haileybury Turnford and Capel Manor College covering areas such as event management and groundsmanship. In my role as a Chartered Surveyor and as Club Chairman, I have also been appointed by the Hertfordshire Local Enterprise Partnership as the Economic Adviser to Haileybury Turnford School, where students often have low aspirations that has an impact on their academic attainment. My role is to offer some strategic level support and input from industry to help the school develop its Careers Education programme.
  - h) The wider promotion of sport within the community, with the Club participating in the Active Broxbourne network and Broxbourne Community Open Days, as well as being a main sponsor of the annual Broxbourne Youth Awards. The Club also hosts educational programmes, including first aid training, safeguarding children courses and FA coaching courses
  - i) Working with educational organisations such as Tackling Track Safety and being a key stakeholder in the Robbie Lee Water Safety Partnership which have respectively delivered important rail safety messages and promoted water safety awareness to thousands of children in the borough.
  - j) Fundraising activities for local causes within the community, including our annual Community Cup tournament which has raised thousands of pounds in recent

years for McMillan's Nurses, the Royal British Legion and Herts & Essex Air Ambulance. Our 2021 tournament is being held in aid of the Willow Foundation.

- k) Home to a growing number of other community organisations including Slimming World and Impulse Dance which use the Club's facilities, the latter being a community performing arts organisation that works with local primary schools.
- l) Being a hub for businesses, hosting meetings and events for small local businesses to large national companies such as UK Power Networks. The Club is also a member of the Herts Chamber of Commerce.
- m) A popular clubhouse and function suite that is booked every weekend for private events and celebrations, as well as hosting regular social events such as our monthly over 40s Soul Night
- n) Working with Hertfordshire County Council to use the Club's facilities for Covid testing. The Club is in an accessible location with ample parking and has been a regular venue for testing throughout the year.

3.7. It's clear that our passion is grassroots football, and our volunteers, coaches and staff help cater for every aspect of football development in a fun and safe environment. Through our teams, coaches, facilities and partnerships we are able to deliver a variety of football, education and social awareness programmes, which, alongside our community events, work experience placements and links with other community organisations, means the Club is reaching out to more and more people in the community. We live by our motto 'One Community. One Club.'

3.8. The Club has received numerous community awards in recognition of its active role within the community. These include winning the Community Club of the Year 2017 at the Active Broxbourne Sports Awards, runners up for the Community Club of the Year Award at the Herts Sports Partnership 2017, as well as being shortlisted for the same categories in subsequent years.

3.9. During this time the Club's youth, disability and walking football teams have all been extremely successful, winning leagues, county cups and tournaments. In 2019 the Club

won promotion to step three of the non-league football pyramid, a day that will live long in the memory of everyone involved at the Club. We now sit just one division below the National League.

3.10. I include in **Appendix 4** some photos of our teams.

#### **4. Rationale of Cheshunt Football Club**

- 4.1. We want to continue our good work and grow the number of teams and community projects that we run. However, despite our investment in the Club and its refurbishment to date, the fact is the buildings are over 70 years old and inefficient to run with a short economic life. We have outgrown the existing buildings and have a short leasehold, both of which limit our opportunity for growth and income generation.
- 4.2. To support and progress a semi-professional men's and women's team, and to grow and retain our grass roots teams and community programmes, we therefore need new and larger facilities, security of tenure and increased streams of sustainable income.
- 4.3. Therein is the rationale for Cheshunt Sports Village. As well as an integrated approach to the location of housing, economic uses and community facilities, one of the primary intentions behind Cheshunt Sports Village is to provide Cheshunt Football Club with a viable future.
- 4.4. In 2013 we began the Call for Sites process. We prepared conceptual proposals for Cheshunt Sports Village and presented our vision to Council members. The scheme was included in the draft Local Plan with its own bespoke policy (policy CH7) which was adopted in 2020.
- 4.5. Throughout the planning process we also had positive discussions with the Council's land team regarding the leasehold/freehold arrangement. This culminated in agreeing Heads of Terms with Property Services in October 2018 to surrender the Club's current lease and be granted a new lease of not less than 250 years (**Appendix 5**). In principle the Cabinet was supportive of the Heads of Terms (**Appendix 6**).
- 4.6. Details of the residential and commercial elements of the scheme are set out in the Design & Access Statement (Core Document 1.3) and prescribed in policy CH7 of Broxbourne's adopted Local Plan.
- 4.7. Below I set out the football benefits the proposed development would provide that would not otherwise be achievable.

### Sustainable Income

- 4.8. The residential element of the scheme will provide the funding necessary to build the commercial and community facilities in the western block of the stadium.
- 4.9. In turn, income from these commercial facilities will be a vital component in securing the club's long-term financial future, helping to pay for its running costs and providing a sustainable income. It will give the club a sound financial base coupled with its own revenues from the clubhouse and stadium, that will further develop not only its footballing side, but also the services it can offer to the community.
- 4.10. Larger club facilities, appropriate infrastructure and increased revenue will give the club the ability to increase its range of teams and develop new and existing education and community outreach programmes, attracting more volunteers and employing more people. We are often approached by organisations to help with local initiatives, and this often requires resources in terms of space, funds and staff to help. For example, Cheshunt Sports Village will provide us with the facilities and income to:
- a) Support and progress the men's senior team. A successful senior football club raises the Club's profile, provides civic pride and identity and aids a Club's ability to attract more players, volunteers and staff to its grass roots teams and community programmes. The Club pays a wage to its semi-professional players and coaches to compete at step 3 of the non-league pyramid. As the Club progresses up the leagues and players turn professional, the playing budget will increase along with the expenses of playing at higher levels such as transfer fees, travel and accommodation and matchday operations. Some of the Club's increased revenue streams will be allocated to support and progress the senior team.
  - b) Grow the women's side of the game by having girls' teams at every age group. Women's football is one of the fastest growing sports in the country. Likewise, as the women's team becomes successful, progression into higher leagues will result in players becoming paid along with higher running costs which will need to be met from future revenue streams of the Club.

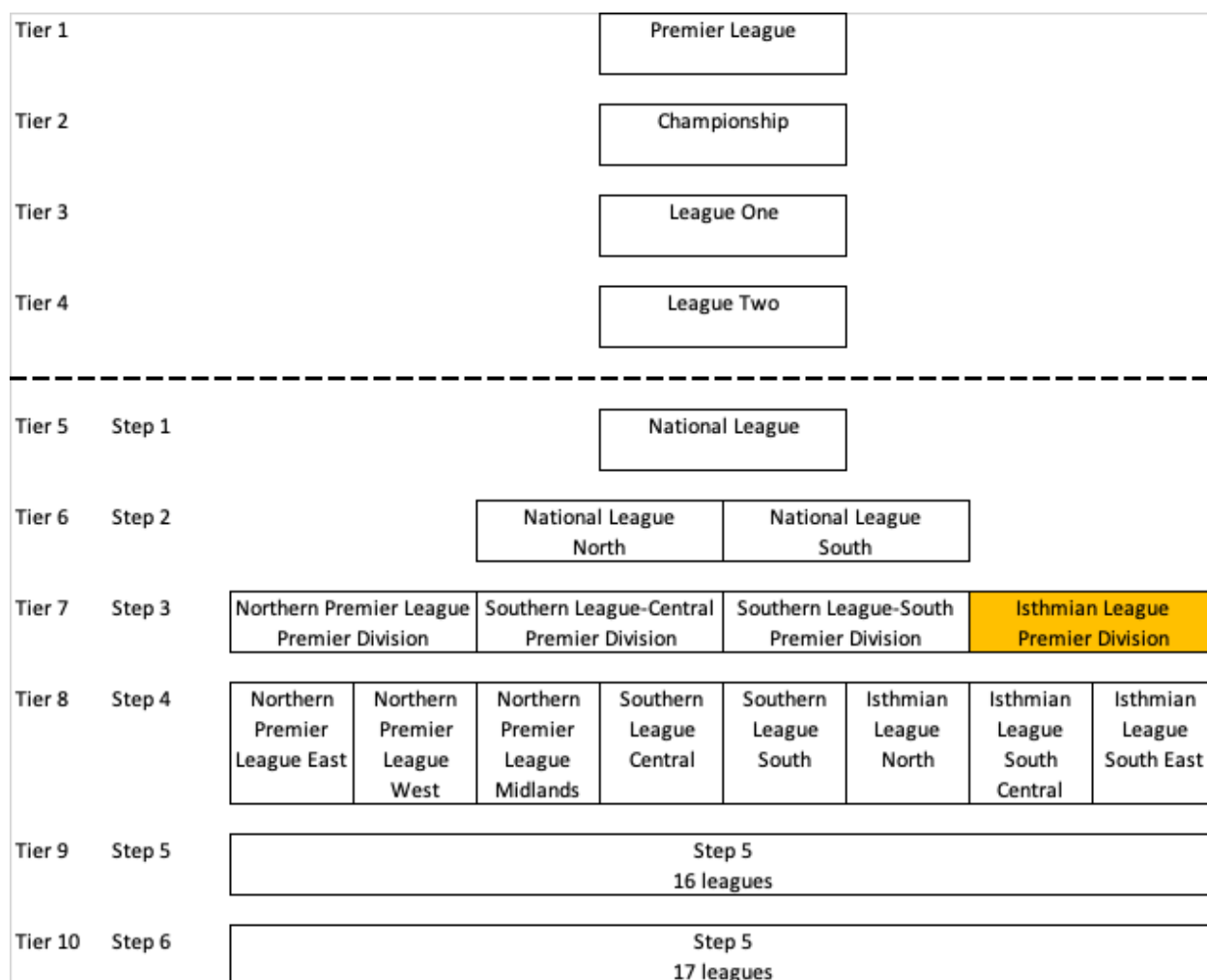
- c) Start our own full-time football and education course to provide 16–18-year-olds the opportunity to combine their academic studies with a comprehensive football training schedule. Revenues will be allocated to employ full time coaches and teachers to deliver elite training alongside a Level 3 BTEC education. The programme would provide pathways into semi-professional sport, higher education or other areas of sport.
- d) Offer more employment and apprenticeships in a variety of business and sports related careers. As the Club grows both on and off the pitch, so too will the range of business and sports activities that will provide opportunities for employment and apprenticeships from marketing to coaching, media to finance and event management to hospitality.
- e) Provide new local schools initiatives, working with the likes of the Herts Sports Partnership to deliver projects such as Fit, Read and Fed, which aims to combat the issues of hunger and education attainment commonly experienced by young people during school holidays. The Club's new facilities will host such initiatives and the increased revenue streams will pay for coaches and equipment, while the club will use its higher profile to reach more children in the community.
- f) Host a range of other community organisations who require space during the week to meet. We are already home to Slimming World and Impulse Dance and are approached regularly by organisations such as Age UK, Rock and Dance Club and Angels at Play that are looking for space to meet and host activities. Unfortunately, we do not have the space or availability to welcome these groups, which the new and larger facilities of Cheshunt Sports Village will allow us to do (see below at paragraph 4.34)

4.11. The improved club facilities and increased revenue will therefore give the Club the ability to increase its range of sport, education and employment programmes as well as host more local organisations.

- 4.12. The wider promotion of sport is essential to further encourage local youth participation and help to encourage a life-long interest in sport and exercise, which will help combat the high levels of obesity in Broxbourne.

Enhanced stadium facilities

- 4.13. Football stadium requirements and capacities are governed by the Football Association through its national ground grading criterion. The National Ground Grading Documents cover ground grading requirements at each 'step' of the National League System.
- 4.14. The National League System sits below the Premier League and the English Football League (tiers 1-4) and comprises the six levels of non-league football (tiers 5-10). It has a hierarchical format with promotion and relegation between leagues at different levels. From step 1 of the National League System (tier 5) teams are promoted to League Two of the English Football League (tier 4). The National League System is shown in diagram 1 below. Cheshunt FC plays in the Isthmian League Premier Division at step 3.



*Diagram 1. Football League Pyramid including National League System (steps 1-6)*

- 4.15. The National Ground Grading Documents cover matters such as capacity, spectator accommodation (stands, covered accommodation, seating, terracing etc), floodlights and changing room sizes. The minimum ground grading requirements up to step 4 are summarised in Table 1 below.



Step	Capacity	Potential Capacity	Min. Covered Accommodation/seated	Entrances	Dressing Rooms (each)	Floodlights
Football League 2	5,000	n/a	1,000 seated yr 1 2,000 seated yr 2	8	min 30sqm	avg. 500 lux
Step 1	4,000	5,000	500 seated across two stands	8	min 18sqm	avg. 250 lux
Step 2	3,000	4,000	500 (250 seated in one stand)	6	min 18sqm	avg. 180 lux
Step 3	1,950	3,000	500 (250 seated across two stands)	3	min 18sqm	avg. 120 lux
Step 4	1,300	1,950	300 (150 seated across two stands)	2	min 18sqm	avg. 120 lux

*Table 1. Summary of minimum FA Ground Grading Criteria to step 4*

- 4.16. The Club had a ground grading inspection in 2019 where it was determined that the size of our changing rooms do not meet current FA guidelines for step 3. Given our redevelopment proposals, the FA accepted the current changing rooms for the short term but made it clear that they would not be acceptable at a future grading inspection in 2022, or if the Club were to be promoted to the National League before then **(Appendix 7)**.
- 4.17. In addition to larger changing rooms now, a promotion to step 2 will require a significant increase in the Club's current stadium facilities to meet ground grading conditions. This includes the ability to increase our capacity through more spectator seating and tiered terracing, more entrances and an upgrade to the existing floodlights.
- 4.18. Unless stadium facilities of this scale are provided, the Club will be prevented from playing at its current level or higher.
- 4.19. Stadium capacity requirements are dictated by the Football Association, and not by a club's attendances. The capacity of a stadium is assessed in accordance with the Guide

to Safety at Sports Grounds. The calculation includes factors such as entry and exit capacity, emergency evacuation capacity and holding capacity. Holding capacity includes the number of seats and standing capacity and takes into account the physical conditions and sightlines as well as safety management matters such as stand size, roof cover and crowd behaviour. Diagrams showing the capacity calculation of seated and standing accommodation are shown in **Appendix 8**.

- 4.20. Cheshunt Sports Village will provide the Club with a new stadium that will meet FA guidelines for its current level (step 3) and will provide the infrastructure to increase the capacity as required for higher levels (step 2, step 1 and the Football League).
- 4.21. The built form around the pitch will serve as the amphitheatre to the stadium. To this the stadium substructure and superstructure will be installed and attached, including the initial spectator stands and the entirety of the stadium roof that will provide covered accommodation and the impression of a sports stadia from day one. To these foundations future spectator stands will then be installed on a progressive basis to increase capacity as and when required by the FA ground grading guidelines and subject to future planning permissions.
- 4.22. At present the club has an existing capacity of 2,180. This has been calculated based on the guidelines in the Guide to Safety at Sports Grounds and is not one imposed by planning. The capacity includes 372 seated accommodation across two stands, 140-tiered standing in two terraces and the remaining standing uncovered.
- 4.23. Cheshunt Sports Village will provide a stadium with a capacity of 2,000. This will comprise up to 1,330 seats across two stands and the remaining standing under cover. The composition of this spectator accommodation is based on the design factors of scheme.
- 4.24. There are several factors that have determined the design of the stadium. The scheme is built around the existing pitch, which allows the Club to continue playing at its home ground during the redevelopment. The pitch is also ideally orientated north-south which prevents the setting sun from affecting players during matches.
- 4.25. The new club facilities are situated in the northern block so they are at the heart of the stadium pitch to the south and the Club's artificial grass pitch and grass pitches to the

north. It will also mean the Club can continue in its current facilities (to the west of the existing pitch) whilst the new block is being built, and then relocate to the new club facilities to allow the development of the western block.

- 4.26. The northern block will meet the current and future needs of the Club (see below at paragraph 4.34). It will include the clubhouse, hospitality areas and control room with views of the pitch on the first floor. To provide safe spectator accommodation to the first floor, seated accommodation will run along the northern block. This will be installed on day one to allow match day hospitality and to provide additional space beneath to house ancillary uses such as changing rooms, toilets, storage and concourse bar (another reason for seated accommodation to this block). The initial capacity of the northern stand is 716 seats.
- 4.27. To meet the requirements of the Football League, a minimum 1,284 further seats would be required in the future. Given the siting of the pitch and the design of the housing element (layout, road, gardens, parking etc) there is insufficient space between the pitch and apartment blocks to accommodate seated stands to the east and south. The western block therefore lends itself to seated accommodation and will become the main grandstand of the stadium. Tiered seating can be installed to first floor level, providing space for future spectator concessions beneath.
- 4.28. The first bank of seating will be installed in the western block over the halfway line. This offers premium views of the pitch and will include seating for home and away club officials as well as the home and away dugouts. This initial bank will accommodate 616 seats.
- 4.29. Future spectator accommodation can then be installed on a progressive basis to increase the capacity to a total of 5,000 (comprising 2,610 seats and 2,390 standing terrace). This will be dependent on the level the Club is playing at and subject to planning permission to increase the permitted capacity of the stadium.
- 4.30. The stadium at Cheshunt Sports Village scheme will enhance the current match day experience for supporters including better sight lines, more covered accommodation, and improved safety. It will provide the beginnings of a stadium that can be increased in

capacity, thus future proofing the stadium to meet the Ground Grading requirements at higher steps of the National League System, and safeguarding the Club to compete in the Football League.

### 3G pitch

- 4.31. A second 3G pitch within the new stadium will further increase the capacity of playing pitches at the Club and, along with enhanced club facilities (see below at paragraph 4.34), will allow us to increase the number of grass roots teams we can offer.
- 4.32. The current 3G pitch is already used to capacity at peak times. The Football Foundation has recently published its Broxbourne Local Football Facilities Plan, which identifies the need for three further 3G AGP's in the borough for meeting football needs.
- 4.33. The provision of two AGPs on the same site together with grass pitches will offer the potential for a strategic community football hub to be created on the site as identified by Sport England in its statutory response to our proposals:

*“The provision of two 3G AGPs on the same site together with the grass pitches would also offer the potential for a strategic community football hub to be created on the site which is a concept that the Football Association are encouraging on suitable sites such as this in order to maximise community football development benefits.”*

### Club Facilities

- 4.34. The proposals for the football club facilities in the northern block of the stadium are outline at present, with matters relating to the internal layout, proportion of uses and appearance of the building reserved at this stage. To ensure the facilities meet the current and future growth of the club and further the requirements of the Articles of Association, it is envisaged that the enhanced facilities in the northern block will include:
  - a) More changing rooms and showers that meet FA guidelines and facilitate the growth in the number of grass roots teams.

- b) Education facilities, meeting rooms and training rooms that will allow us to start our own college programme, increase our educational and community programmes, and host a variety of other local organisations as discussed above.
- c) Conference and banqueting facilities so we can host larger social and business events that we are currently unable to do.
- d) Hospitality and function suites to build on the success of our existing private hire and events and to attract sponsors and local businesses on matchdays
- e) Dedicated clubhouse open 7 days a week. At present we often have to close our clubhouse bar to our teams, parents, supporters and coaches in order to facilitate functions and meetings.
- f) Office space for staff, club officials and future employees and apprentices.
- g) A range of ancillary uses conducive to a semi-professional/professional football club including laundry and storage rooms, first aid and rehabilitation facilities, control rooms, media facilities, kitchens and cellars

4.35. These uses will be contained within 2,400 sq m (GIA) of floor space over three floors. An indicative layout is included in **Appendix 9**.

4.36. The size and scale of the proposed facilities is in keeping with other new football stadia developments for clubs at similar levels to Cheshunt FC. I include comparable stadium schemes in **Appendix 10** which are summarised in Table 2 below.

Step	Club	Ground	Club Facilities (sq ft GIA)	Capacity	Date
2	York City	LNER Community Stadium	93,711	8,500	Opened 2021
2	AFC Fylde	Mill Farm Sports Village	44,967	6,000	Opened 2016
2	Boston Utd	The Jakemans Community Stadium	35,344	5,000	Opened 2020
3	Hayes & Yeading	The SkyEx Community Stadium	26,285	3,000	Opened 2016
4	Cambridge City	Cambridge City FC	25,887	3,000	Early 2022
3	<b>Cheshunt FC</b>	<b>Cheshunt Sports Village</b>	<b>25,834</b>	<b>2,000</b>	
2	Salford City	The Peninsula Stadium	20,473	5,106	Opened 2017
4	Tilbury FC	Tilbury FC	17,612	3,000	Planning granted 2021
3	FC Utd of Manchester	Broadhurst Park	16,275	4,700	Opened 2015
2	Ebbsfleet	Kuflink Stadium	16,083	5,410	Opened 2017

Table 2. Comparable stadia facilities in steps 1-4 of the National League System

- 4.37. Each club will have their own unique circumstances and demands for facilities, including the number of teams they have and the range of social and community events they run. Some of these facilities, for example Boston Utd and Tilbury FC, were funded from residential enabling development, a similar concept to that proposed at Cheshunt Sports Village.
- 4.38. Based on the above comparison, and given FA grading requirements, I believe the proposed facilities are scaled appropriately to the intended use, current demand and future growth of Cheshunt Football Club.
- 4.39. The provision of these facilities also fit with a number of strategies published in recent years, including the Council's Leisure Facilities Strategy and the Broxbourne Youth Strategy, which identify football as the most popular sport in the Borough and envisage developing facilities for such popular sports to meet the needs of residents and visitors both now and in the future.
- 4.40. As is currently the case, the new facilities will be widely available for use by the community, through partnership arrangements with local schools, sports clubs and organisations.
- 4.41. It is my belief that the club will become a hub of local excellence in sports facilities, education and training, which would greatly enhance participation in sport within the local area.

## 5. Conclusion

- 5.1. Sport is widely recognised as playing an important role in the health, wellbeing and social cohesion of the local community. The status of Cheshunt Football Club and its ongoing growth and success makes an important contribution to the social well-being of the local community, encouraging participation in sport, combating obesity in Broxbourne and developing lives of a wide range of people of all ages and backgrounds.
- 5.2. The provision of a new football stadium and associated facilities within Cheshunt Sports Village fit with a number of strategies published in recent years that underline the need for better local football facilities and the promotion of sport.
- 5.3. A new stadium and associated facilities will give the club a far brighter future. It will enable us to continue to build on our role as a cornerstone of the local community, enabling us to significantly increase the range of services and teams we offer as well as facilities for local people.
- 5.4. The scale of the stadium and club facilities is based on FA ground grading requirements and scaled appropriately to meet the growing needs of the club and wider population. The proposed facilities, together with the income from the proposed ancillary development, will fulfil the long-term needs of the club and allow us to compete at our current and higher leagues
- 5.5. The Club has opened its doors to the whole community, which is shown in the general sense of pride and ownership that its teams, visitors and local organisations feel towards the club.
- 5.6. It has been an honour to guide the Club through this part of its long history, and I know that Cheshunt Sports Village will not only be a significant step forward for Cheshunt Football Club, but for Cheshunt and the Borough of Broxbourne as a whole.

## Appendix 1



**ARTICLES OF ASSOCIATION**  
**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**Articles of Association of**  
**CHESHUNT SPORTS & LEISURE LIMITED**  
**COMPANY NO. 07532736**

PART 1  
INTERPRETATION AND LIMITATION OF LIABILITY

**Defined terms**

**1.** In the articles, unless the context requires otherwise—

“articles” means the company’s articles of association;

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“chairman” has the meaning given in article 12;

“chairman of the meeting” has the meaning given in article 39;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called;

“distribution recipient” has the meaning given in article 31;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“Football Association Limited” means the company registered with number 00077797;

“fully paid” in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company; “hard copy form” has the meaning given in section 1168 of the Companies Act 2006;

“holder” in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

“instrument” means a document in hard copy form;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“paid” means paid or credited as paid;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 45;

“shareholder” means a person who is the holder of a share;

“shares” means shares in the company;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

### **Liability of members**

**2.** The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

**3.** On the winding-up of the Company the surplus assets shall be applied, first, in repaying the Members the amount paid on their shares respectively. If such assets are insufficient to repay the said amount in full, they shall be applied rateably, so that the loss shall fall upon the Members in proportion to the amount called up on their shares

respectively. No Member shall be entitled to have any call upon other Members for the purpose of adjusting the Members' rights; but where any call has been made and has been paid by some of the Members such call be enforced against the remaining Members for the purpose of adjusting the rights of the Members between themselves.

4. If the surplus assets shall be more than sufficient to pay to the Members the whole amount paid upon their shares, the balance shall be given by the Members of the Club, at or before the time of dissolution as they shall direct, to The Football Association Benevolent Fund, or to some Club or Institute in the county of Hertfordshire having objects similar to those set out in clause 3 herein or to any local charity, or charitable or benevolent institution situate within the said county of Hertfordshire. In default of any such decision or apportionment by the Members of the Club, the same to be decided upon and apportioned by a Judge of the High Court of Justice having jurisdiction in such winding-up or dissolution and as he shall determine. Alternatively such balance may be disposed of in such other manner as the Members of the Club may, with the written consent of The Football Association Limited, determine.

### **Objects of the Company**

4.

- 1) The Company's primary objective is to further the development of association football in Cheshunt and surrounding areas.
- 2) The Company's objects to achieve its primary aims are:
  - a) To carry on business, on a commercial basis, of football and associated activities undertaken by Cheshunt Football Club with profits being re-invested for the further development of the Company.
  - b) To make football, operational and commercial decisions to ensure that a team representing the town of Cheshunt plays football at the highest possible level within the national football structure.
  - c) To encourage participation in the game of association football within all sectors of the local community.
  - d) To promote the game of association football in every way in which the Company shall think proper.
  - e) To maximise income in a proper and businesslike manner from facilities, trade or other business available to the Company in pursuance of its primary objective.
  - f) To help ensure the wellbeing of staff, officials, volunteers, supporters and players involved in the furtherance of the Company's primary objective.
- 3) Notwithstanding Article 2(ii), the Company's objects are unrestricted.

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

### **Directors' general authority**

5. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

### **Shareholders' reserve power**

6.—(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

### **Directors may delegate**

7.—(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

(2) If the directors so specify, any such delegation may authorise further delegation of the

directors' powers by any person to whom they are delegated.

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

8. The members and directors of the company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business affairs of the company are carried out in accordance with the rules and Regulations of The Football Association Limited for the time being in force.

### **Committees**

9.—(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

(2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **Directors to take decisions collectively**

**10.**—(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

(2) If—

(a) the company only has one director, and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

### **Unanimous decisions**

**11.**—(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

### **Calling a directors' meeting**

**12.**—(1) Any director may call a directors' meeting by giving notice of the meeting to the

directors or by authorising the company secretary (if any) to give such notice.

(2) Notice of any directors' meeting must indicate—

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

(3) Notice of a directors' meeting must be given to each director, but need not be in writing.

(4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### **Participation in directors' meetings**

**13.**—(1) Subject to the articles, directors participate in a directors' meeting, or part of a

directors' meeting, when—

(a) the meeting has been called and takes place in accordance with the articles, and

- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

### **Quorum for directors' meetings**

- 14.**—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—
- (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

### **Chairing of directors' meetings**

- 15.**—(1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.
- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

### **Casting vote**

- 16.**—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

### **Conflicts of interest**

- 17.**—(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when—

- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
  - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes—
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
  - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
  - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

### **Records of decisions to be kept**

**18.** The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

### **Directors' discretion to make further rules**

**19.** Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

## **APPOINTMENT OF DIRECTORS**

### **Methods of appointing directors**

**20.—(1)** Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- (a) by ordinary resolution, or

- (b) by a decision of the directors.
- (2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- (3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

### **Termination of director's appointment**

- 21.** A person ceases to be a director as soon as—
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
  - (b) a bankruptcy order is made against that person;
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
  - (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
  - (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.
- 22.** The office of a director shall be vacated if such person is subject to a decision of The Football Association Limited that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.

### **Directors' remuneration**

- 23.—**(1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine—
- (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
- (a) take any form, and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or



employees of the company's subsidiaries or of any other body corporate in which the company is interested.

### **Directors' expenses**

**24.** The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

## **PART 3**

### **SHARES AND DISTRIBUTIONS**

#### **SHARES**

#### **All shares to be fully paid up**

**25.—**(1) No share is to be issued for less than the aggregate of its nominal value and any

premium to be paid to the company in consideration for its issue.

(2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

#### **Powers to issue different classes of share**

**26.—**(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

#### **Company not bound by less than absolute interests**

**27.** Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

#### **Share certificates**

**28.**—(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(2) Every certificate must specify—

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

(3) No certificate may be issued in respect of shares of more than one class.

(4) If more than one person holds a share, only one certificate may be issued in respect of it.

(5) Certificates must—

- (a) have affixed to them the company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts.

### **Replacement share certificates**

**29.**—(1) If a certificate issued in respect of a shareholder's shares is—

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A shareholder exercising the right to be issued with such a replacement certificate—

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

### **Share transfers**

**30.**—(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

(2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

(3) The company may retain any instrument of transfer which is registered.

(4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

(5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

### **Transmission of shares**

**31.**—(1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

(2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

(3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

### **Exercise of transmittees' rights**

**32.**—(1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

(2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

(3) Any transfer made or executed under this article is to be treated as if it were made or

executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

### **Transmittees bound by prior notices**

**33.** If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

### **Procedure for declaring dividends**

**34.**—(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

(2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

(3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

(4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

(5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

(6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

(7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

### **Payment of dividends and other distributions**

**35.**—(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

(2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

### **No interest on distributions**

**36.** The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the company.

### **Unclaimed distributions**

**37.**—(1) All dividends or other sums which are—

- (a) payable in respect of shares, and
- (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

(2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

(3) If—

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and

(b) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

### **Non-cash distributions**

**38.**—(1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

(2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

### **Waiver of distributions**

**39.** Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

## **CAPITALISATION OF PROFITS**

### **Authority to capitalise and appropriation of capitalised sums**

**40.**—(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

(2) Capitalised sums must be applied—

- (a) on behalf of the persons entitled, and

- (b) in the same proportions as a dividend would have been distributed to them.
- (3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (5) Subject to the articles the directors may—
- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
  - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
  - (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

## PART 4

### DECISION-MAKING BY SHAREHOLDERS

#### ORGANISATION OF GENERAL MEETINGS

##### **Attendance and speaking at general meetings**

- 41.**—(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when—
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

##### **Quorum for general meetings**

- 42.** No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

## **Chairing general meetings**

**43.**—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

(2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

(3) The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

## **Attendance and speaking by directors and non-shareholders**

**44.**—(1) Directors may attend and speak at general meetings, whether or not they are shareholders.

(2) The chairman of the meeting may permit other persons who are not—

(a) shareholders of the company, or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

## **Adjournment**

**45.**—(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

(2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

(3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

(4) When adjourning a general meeting, the chairman of the meeting must—

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

(a) to the same persons to whom notice of the company’s general meetings is required to be given, and

(b) containing the same information which such notice is required to contain.

(6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## VOTING AT GENERAL MEETINGS

### **Voting: general**

**46.** A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

### **Errors and disputes**

**47.**—(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

(2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **Poll votes**

**48.**—(1) A poll on a resolution may be demanded—

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(2) A poll may be demanded by—

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

(3) A demand for a poll may be withdrawn if—

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal.

(4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **Content of proxy notices**

**49.**—(1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”)

which—

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.



- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **Delivery of proxy notices**

- 50.**—(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

### **Amendments to resolutions**

- 51.**—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## **PART 5**

### **ADMINISTRATIVE ARRANGEMENTS**

### **Means of communication to be used**

**52.**—(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### **Company seals**

**53.**—(1) Any common seal may only be used by the authority of the directors.

(2) The directors may decide by what means and in what form any common seal is to be used.

(3) Unless otherwise decided by the directors, if the company has a common seal and it is

affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

(4) For the purposes of this article, an authorised person is—

(a) any director of the company;

(b) the company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

### **No right to inspect accounts and other records**

**54.** Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

### **Provision for employees on cessation of business**

**55.** The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **Indemnity**

**56.**—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

(3) In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a “relevant director” means any director or former director of the company or an associated company.

### **Insurance**

**57.**—(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article—

- (a) a “relevant director” means any director or former director of the company or an associated company,
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

### **Amendments to Articles**

**58.** No proposed alteration to the provisions set out herein shall be effective unless the proposed alteration has been approved in writing by The Football Association Limited 14 days or more before the day on which the proposed alteration is to take place.

## Appendix 2

## **Cheshunt Sports Village SOC Appendix**

### **Dean Williamson**

*This is a speech given at the planning committee in favour of Cheshunt Sports Village:*

Hello, thank you for letting me speak on behalf of Cheshunt football club today. My name is Paul Forsey, I have been a Cheshunt resident for over 20 years. My son Max was born and raised here. He was born with growth and developmental issues, which has led to numerous problems throughout his life.

We wanted our son to be involved in sport, but after trying multiple times we couldn't find anywhere suitable. After speaking to a friend who was involved in Cheshunt football club, he mentioned they have a pan disability team. Max and I went along to watch a first team game one week and met the manager and some of the players who were regulars watching the games, being involved with the disability team meant they get in for free, a fantastic incentive by the club.

Max went to training the next day and he hasn't looked back since. I was amazed at the difference in him, he felt included, part of a team and it was fantastic to witness, he was so happy. I have seen this on many occasions since, I help every training session and matches because there are so many young men with varying levels of disability, we would regularly get 25 or more at Sunday morning training and Thursday evenings. We have seen young men who turn up, extremely shy, low on confidence and some occasions not speaking for the first couple of sessions, to see the young men progress and grow, is an absolute joy.

As someone who goes to the ground so often, I have seen firsthand how busy the pitches are, with boys, girls, men and women. There is a large group of older men who play walking football after us on a Thursday.

The pan disability teams at Cheshunt have all achieved lots of success, lots of league and cups wins, with Cheshunt entering at least 3 teams in most competitions. They have had so many wonderful experiences, including playing at the Tottenham foundation, Watford training ground and playing a competition at Chelsea on the main pitch, and many more. These are experiences they will remember for the rest of their lives.

Max has continued to grow and develop as a young man we are extremely proud of, but as in the rest of his life we struggled to find work for him. After speaking to Dean the chairman he offered him an opportunity as an assistant grounds man, Max has been doing this for the last couple of years now and he absolutely loves it, working most days and helping match days, he has been made to feel like part of the Cheshunt football club family and we couldn't be prouder of the independent young man he has turned into. We owe a massive debt of gratitude to the Williamsons and Cheshunt football club. The club has played a massive part of my sons' development, we both love going to games home and away our promotion to the Isthmian premier league at Bracknell will be a memory we'll have for the rest of our lives.

The club plays a big role in the community, from pan disability, women's football, men's and boys' teams, I have seen first hand the range of people who go and support the club, men, women, families and young people. I have spoken to pensioners who regularly attend the

games, they have told me how much they get out of going to watch live sport and supporting their local club. The club plays a vital role in the community for mental and physical wellbeing. Cheshunt football club needs the help of the council to help it continue to grow and develop, the viewing facilities and changing area are basic and don't compare to Ware and Harlow's. The planned development will allow the club to grow and continue to help more and more people in the community.

## Appendix 3

# How Far We've Come



## Clubhouse - Exterior





# How Far We've Come



## Clubhouse - Interior



# How Far We've Come



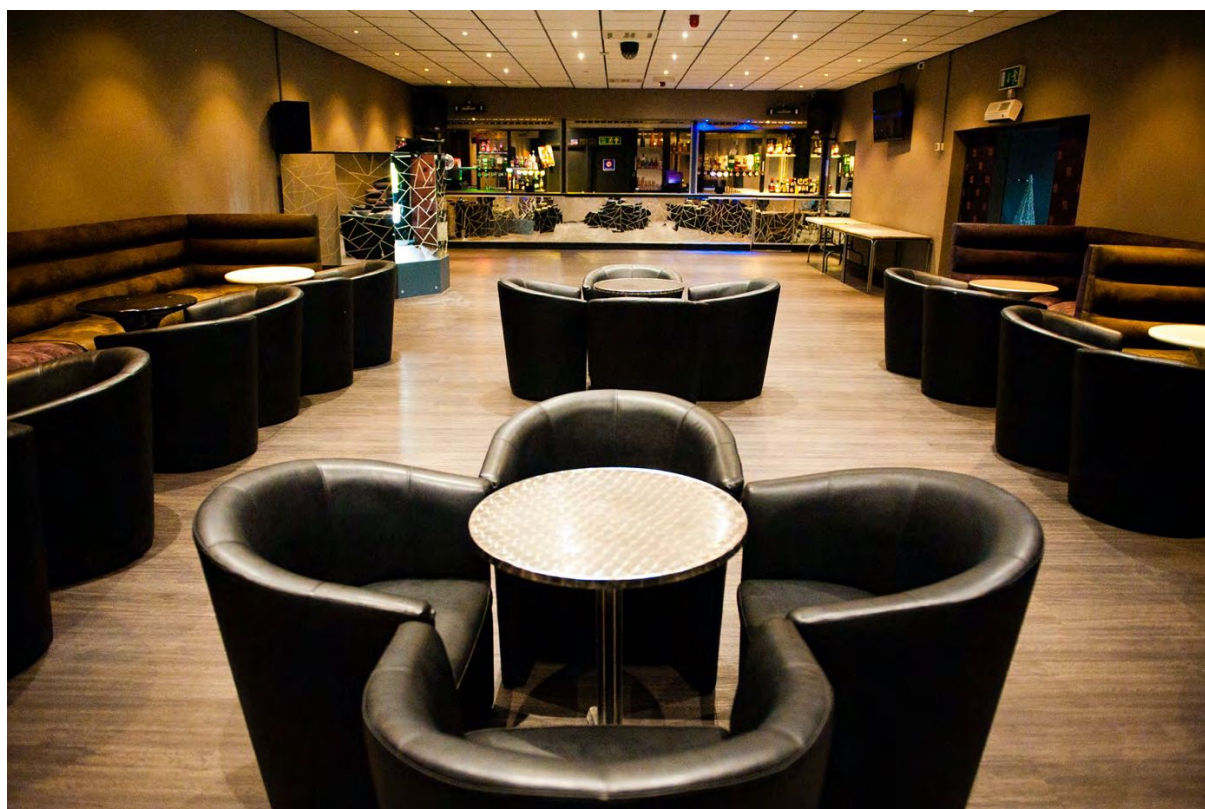
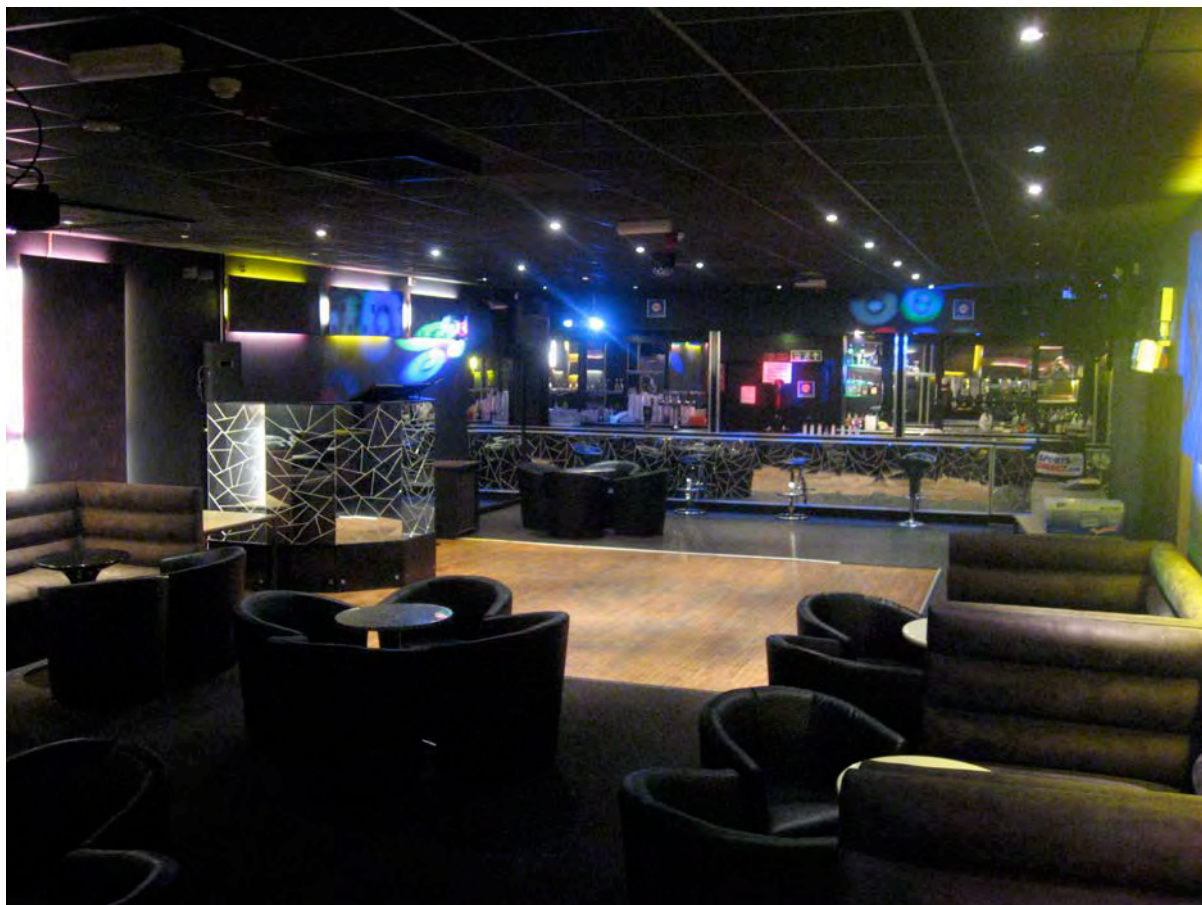
## Function Suite – Exterior



# How Far We've Come



## Function Suite - Interior



# How Far We've Come



## Car Park



# How Far We've Come



## Stadium



# How Far We've Come



## Stadium



# How Far We've Come



## Stadium



# How Far We've Come



## All Weather Pitch





# How Far We've Come



## Grass Pitches



## Appendix 4

# Award Winning Community Club



## Senior Teams



Youth Teams



# Award Winning Community Club



## Disability Teams



# Award Winning Community Club



## Walking Football Teams



# Award Winning Community Club



## Soccer Schools



## Community Awards



**Appendix 5**



**Subject:** RE: Amended HoTs  
**Date:** Monday, 8 October 2018 at 14:54:48 British Summer Time  
**From:** Kevin Clark  
**To:** Dean Williamson  
**Attachments:** image001.jpg, image002.jpg, 180925 Heads of Terms for a memorandum of Understanding between Broxbourne Borough Council and Cheshunt Football Club1.docx

Hi Dean,

I attach a slightly amended version whereas I am happy to agree that profit over and above that which we are currently targeting is at the 15% target to get to the primarily agreed target of a £3 million payment the profit will be less than this and we will have to agree that as a target rate once we have a preliminary cost schedule etc but the overriding principle as a starting point should be the target of a £3million payment.

Kind Regards

**Kevin Clark**

Head of Property Services | Broxbourne Borough Council  
Bishops' College | Churchgate | Cheshunt | EN8 9XQ

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---

**From:** Dean Williamson [mailto:[dean@lwdevelopments.com](mailto:dean@lwdevelopments.com)]  
**Sent:** 03 October 2018 12:44  
**To:** Kevin Clark  
**Subject:** Amended HoTs

Hi Kevin,

Following our conversation yesterday I attach the HoTs with the amendment in red as agreed.

Do you know when will this be going to cabinet for approval?

Kind Regards,

Dean

Dean Williamson MRICS  
Director

LW Developments Ltd  
Regency House  
White Stubbs Farm  
White Stubbs Lane  
Broxbourne  
Herts. EN10 7QA  
T: 01992 447713 | M: 07545 431 421  
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[www.lwdevelopments.com](http://www.lwdevelopments.com)

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## **Heads of Terms for a memorandum of Understanding between Broxbourne Borough Council and Cheshunt Football Club**

**Subject to Contract**

**Subject to Cabinet Approval**

**Without Prejudice.**

1. The Council is in possession of a head lease of 999 years from HCC over the land that is currently occupied by CFC under a 30 year lease that is due to expire in 2040.
2. The Head lease is subject to strict user clauses and also contains references to the Green Belt deed covering the land.
3. The Club wish to secure their future at the location and also wish to upgrade its Stadium and make enhanced Community facilities available for hire and use.
4. To do this the Club is proposing an enabling development on part of the site, subject to their current lease, to release funding to enable the Club to upgrade its Stadium and also develop new Clubhouse and community facilities.
5. The proposal therefore is for the Clubs current lease to be surrendered and a new lease granted which covers the land for the existing Stadium, car park, clubhouse, nightclub, 4 G and other training pitches.
6. Additionally on that part of the site which is planned to be for a residential development the Council would grant a building lease which will then have to the ability to develop in to plot by plot freehold sales .
7. The enabling infrastructure could be held by the Club as a managing agency or the Council with contributions coming due form freeholders if roadways are not to be adopted by HCC
8. The rental for the ground lease is to be at a peppercorn but a premium is to be paid by the Club in two instalments. 1) on grant of the lease 50% of the agreed premium [£1,500,000] 2) On practical completion of the freehold housing 50% of the agreed premium [£1.500,000] , subject to an agreed long stop date and the reconciliation valuation as outlined below.

### **9. The Ground Lease.**

- a) Will enable the upgrading development to take place and will include milestones against target completion dates for elements of the build. Penalty clauses will be in force if target milestones are not hit.
- b) The lease will also include the specifications to be used for all development
- c) The lease will allow subletting of various parts of the development
- d) The lease will allow for (if agreed between the parties to offset some of the premium payment) a percentage of net income receivable to be paid to the Council up to a maximum of 20%
- e) The Club will be responsible for all repairs maintenance and any costs arising out of their use and occupation of the land including any costs attributable to contamination of any kind across the site.
- f) The lease will be for a term to be agreed but not less than 250 years.

#### **10) The building lease**

- a) This will allow for the construction of the enabling residential development across the site including all required infrastructure and other works
- b) The club will be responsible for all costs arising from the development including any site clearance costs which will include any costs attributable to existing contamination across the site (including the presence of any Japanese Knotweed).
- c) the club will be responsible for the obtaining of all permissions required to carry out the development as proposed (except those required under the headlease)

#### **11) Accounting**

The Club will maintain an open book accounting system to monitor all costs applicable to the development and any costs incurred in excess of the pre agreed Budget will require approval of the Council if they are to be included in the post completion reconciliation valuation for calculation of the premium.

The Council and Club will agree the make up of the reconciliation valuation (which will have the target of a £3 million land payment as its overriding consideration) and non variable inputs to be used in the course of the calculation. All costs used in the calculation to be agreed between the parties.

If following the reconciliation valuation there is either an increase or decrease in the level of the agreed premium this will be shared:

**-100% to the club up to and including 15% profit on cost (however the original profit target will be as in the reconciliation valuation as agreed beforehand)**

**-50/50 over 15% profit on cost**

#### **12) Milestones**

The Club and the Council will look to agree a reasonable timetable and phasing programme for the proposed redevelopment; any changes to the programme will need to be agreed to by the Council

#### **13) Disputes**

Any disputes will be referred to an agreed Dispute resolution body after following an escalation of decision making between the parties.

#### **14) Council arrangement with the Freeholders (Hertfordshire County Council).**

On the grant of an acceptable planning permission the Council will undertake , using all reasonable endeavours ,to facilitate the granting of the proposed leases and ability to sell off plots of land including obtaining all necessary consents and changes of use required under the head lease. The Club will assist the Council in anyway reasonably possible to secure the necessary changes and will make a contribution to the Councils Legal and surveyors fees of an amount to be agreed whether these endeavours reach an acceptable conclusion or not.

15) The memorandum of Understanding will also contain any other terms considered reasonable by the Councils Head of Legal Services.

## Appendix 6

**Subject:** Re: Informal Cabinet - Cheshunt Sports Village  
**Date:** Tuesday, 23 October 2018 at 13:31:11 British Summer Time  
**From:** Kevin Clark  
**To:** Dean Williamson  
**CC:** Lee Williamson

Dean

sorry about being incommunicado. In <http://incommunicado.ln> principle cabinet are supportive and have asked me to broach with hoc whilst also giving the heads agreed to planning.

We are also suggesting to HCC that there is potential for a land swap with other land in the borough so that BoB get complete control

Kevin

Sent from Email+ secured by MobileIron

----- Original Message -----

From: Dean Williamson <[dean@lwdevelopments.com](mailto:dean@lwdevelopments.com)<<mailto:dean@lwdevelopments.com>>>  
Date: Tue, 23 Oct 2018, 12:23  
To: Kevin Clark <[Kevin.Clark@broxbourne.gov.uk](mailto:Kevin.Clark@broxbourne.gov.uk)<<mailto:Kevin.Clark@broxbourne.gov.uk>>>  
CC: Lee Williamson <[lee@lwdevelopments.com](mailto:lee@lwdevelopments.com)<<mailto:lee@lwdevelopments.com>>>  
Subject: Informal Cabinet - Cheshunt Sports Village

Hi Kevin,

Trust you're well. I've tried calling. Please would you let me know the outcome of the informal cabinet meeting last week in relation to the JV proposals for Cheshunt Sports Village?

Kind Regards,

Dean

Dean Williamson MRICS  
Director

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Regency House  
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White Stubbs Lane  
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Herts. EN10 7QA  
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## Appendix 7





# The Football Association Ground Inspection Report

**CLUB:**

Cheshunt FC

**DATE OF INSPECTION:**

7<sup>th</sup> October 2019

**APPLYING FOR GRADE: C****CURRENT LEAGUE:**

Isthmian League Premier Division

**INSPECTION TEAM:**

Jon Smith (FA), Roger Reed (Isthmian League), John Dolan (FA Shadowing)

**CLUB REPRESENTATIVES:**

Ria Hicks (Facility Manager)

**OBSERVERS:** N/A

---

## DEFICIENCIES IDENTIFIED BY THE INSPECTION TEAM

### GROUND

This is a large 4 sided ground that is in the process of achieving planning permission to be re-developed entirely. Artists plans and sketches have been seen.

*Three working turnstiles are required for the Grade and this requirement has been met.*

There is an outdoor bar paddock with benches and tables. Some of these tables are in spectator areas. These need to be returned to the paddock area behind the main stand and barriers erected to formalise this space and separate it from spectator viewing areas.

Running Man signage around the ground needs to be carefully considered and reinforced. Emergency Exit gates require proper high level signage as discussed.

### SPECTATOR FACILITIES

Yellow hatching must extend sufficiently beyond the seated stand (capacity 162) as discussed to disallow standing spectators from blocking the view of those seated in the stand. The Directors seating is short of designated signage. 24 seats as a minimum must be allocated for Directors seating with at least 12 of these signed for Away Directors. This signage must be maintained. The Grade requires 4 designated Press Seats and only 3 were signed as such.

The semi-seated stand on the far side of the ground cannot be included for Grading purposes. The stand is remote from the pitch and views are blocked by a Video Tower and the large dugouts.

There are 2 covered stepped terrace stands, one behind each goal. Each of these has a capacity of 70 spectators giving a standing covered total of 140.

The Grade requires a covered accommodation total of 500, with at least 250 of these being seats. The current total covered accommodation at the ground is 302. The shortfall is therefore a minimum of 198 with at least 88 of those being seats. It should be noted that a maximum of only 2 seated stands can be accepted and neither can contain less than 50 seats.

The Ground WC facilities require paper towel dispensers to be stocked.

### DRESSING ROOM FACILITIES

**Some of these facilities have been altered in order to size comply. The configuration of the Away dressing room is far from ideal. It can be accepted for the short term only, but would not be acceptable at a future Grading Inspection in 3 years time, or if the club were to be promoted to The National League before that. See Important Note below.**

HOME: *18sqm size compliant.* The Home sign on the wall outside of this block needs to be removed and placed on the entrance door to the dressing room itself. This then opens up the remainder of the block for

general use, importantly access to the medical room.

AWAY: *18sqm size compliant.* The flooring in part is cracked and needs works to ensure an unbroken surface as discussed. See note above. The treatment table requires a smooth unbroken surface.

MATCH OFFICIALS: *6sqm size compliant.* The bell or buzzer system needs to be maintained to ensure it is working at all times, linked to the Home and Away Dressing Rooms.

## **MEDICAL**

No comments

## **ADVISORY**

*A full Health and Safety audit of the ground is recommended to be periodically carried out by a competent person/authority. The club should have in place a known and practised emergency and evacuation plan. The club should be aware of their responsibilities under the Disability and Equality Act 2010.*

---

## **IS THE AWARDING OF THE GRADE RECOMMENDED?**

Not until the works identified above have been addressed.

Jon Smith  
09/10/2019

### **Important Note: The Inspectors could not agree on the suitability of the Away Dressing room configuration and a TP ruling is now required.**

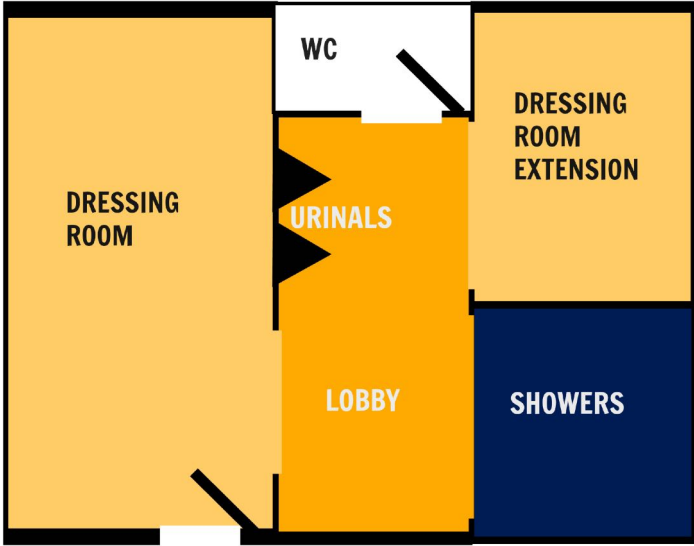
The room was altered in order to comply with the size change regulation. This has seen an area of the showers being walled off and benches introduced to act as part of the dressing room. The original dressing room was an oblong shape, separated from the showers by a lobby area that contains the WC trap and urinals.

**Inspector 1** – This new area is benched and adds sufficiently to the overall dressing room size in order to comply with the minimum 18sqm requirement.

**Inspector 2** – The new area is remote and distinct from the main dressing room, separated by a lobby that houses the urinals/trap and is open to those urinals. If the two dressing room areas were adjacent then I would have no issue with the setup, but they are not.

I am comfortable with the setup for a limited time frame only as the ground is to be completely redeveloped (planning permission agreed in principal). The redevelopment on the site includes a completely new ground and a substantial new housing development. By limiting the time allowed for this setup as suggested in the report, this disallows a precedent and copycat setup at other grounds as the dressing room as configured is far from ideal.

There is a distinct disadvantage to this Away dressing room because it is split into two distinct and separated parts. If it is ruled to remain as is, then I would suggest the designation is changed so this is made to be the Home Dressing Room.



**CHESHUNT FC.  
AWAY DRESSING ROOM SETUP**

## Appendix 8

Diagram 2.1 Calculating the capacity of seated accommodation

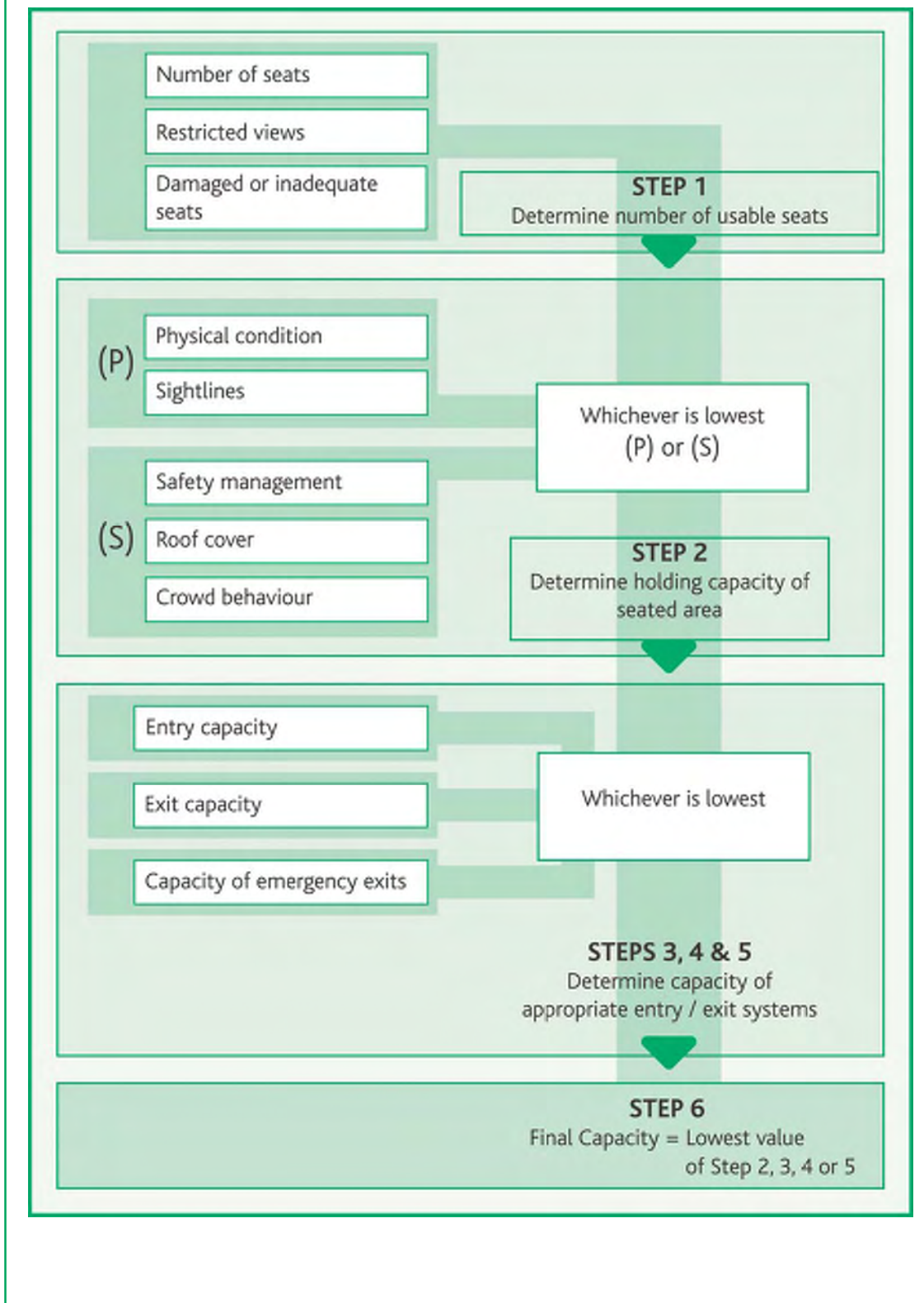
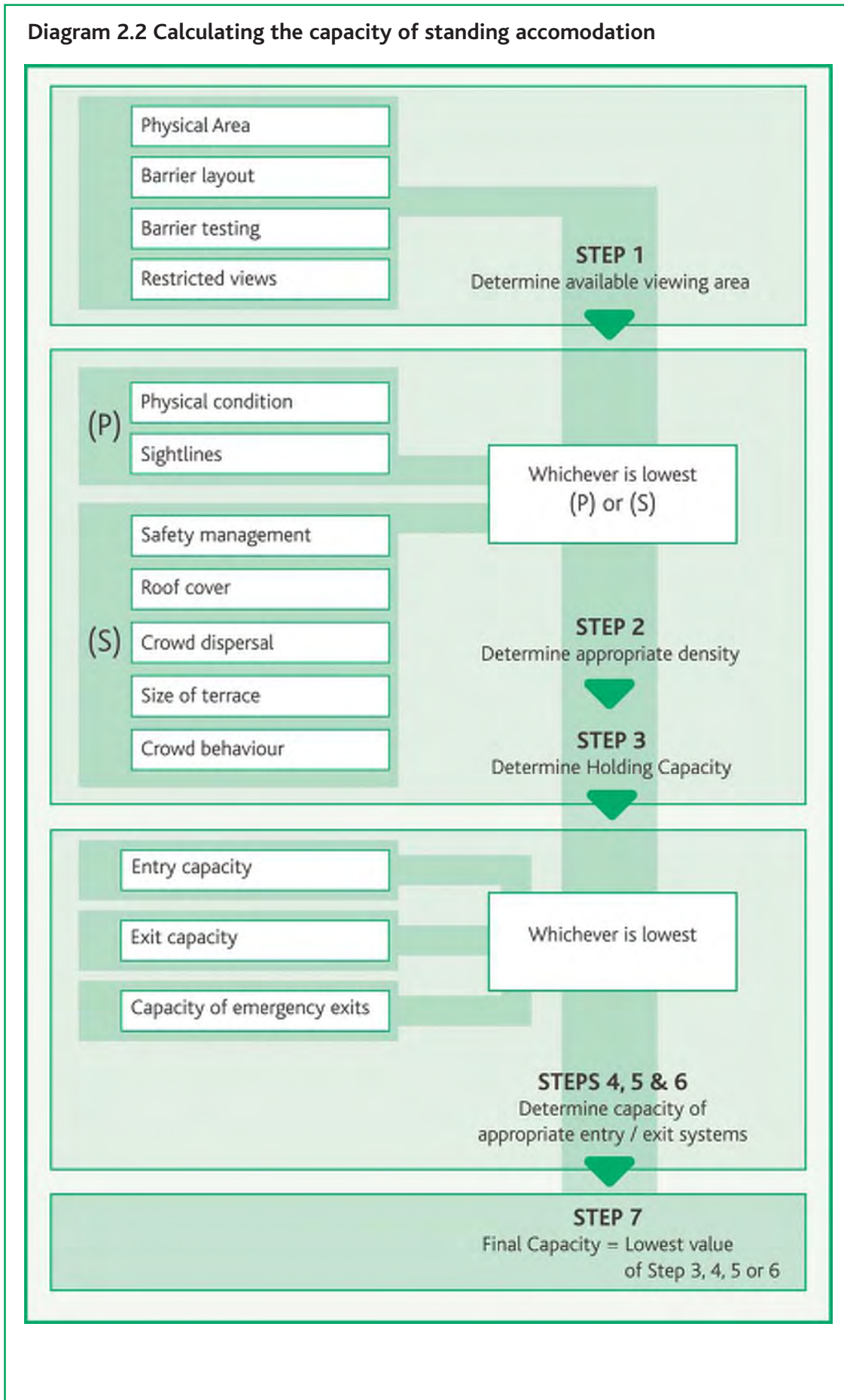
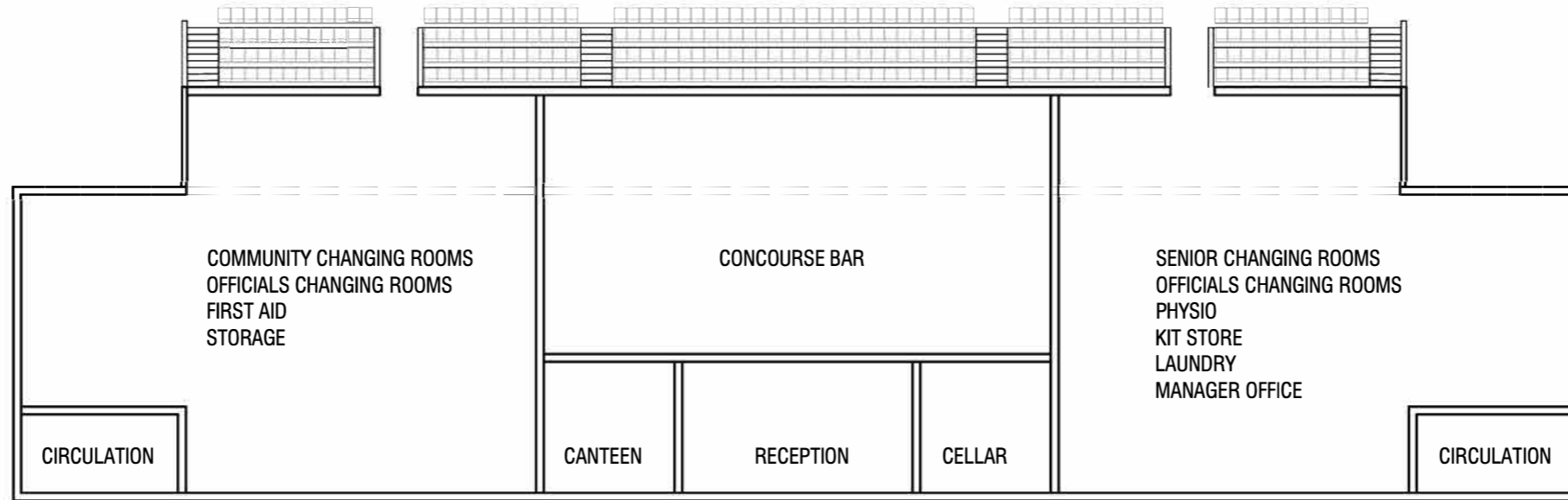


Diagram 2.2 Calculating the capacity of standing accommodation

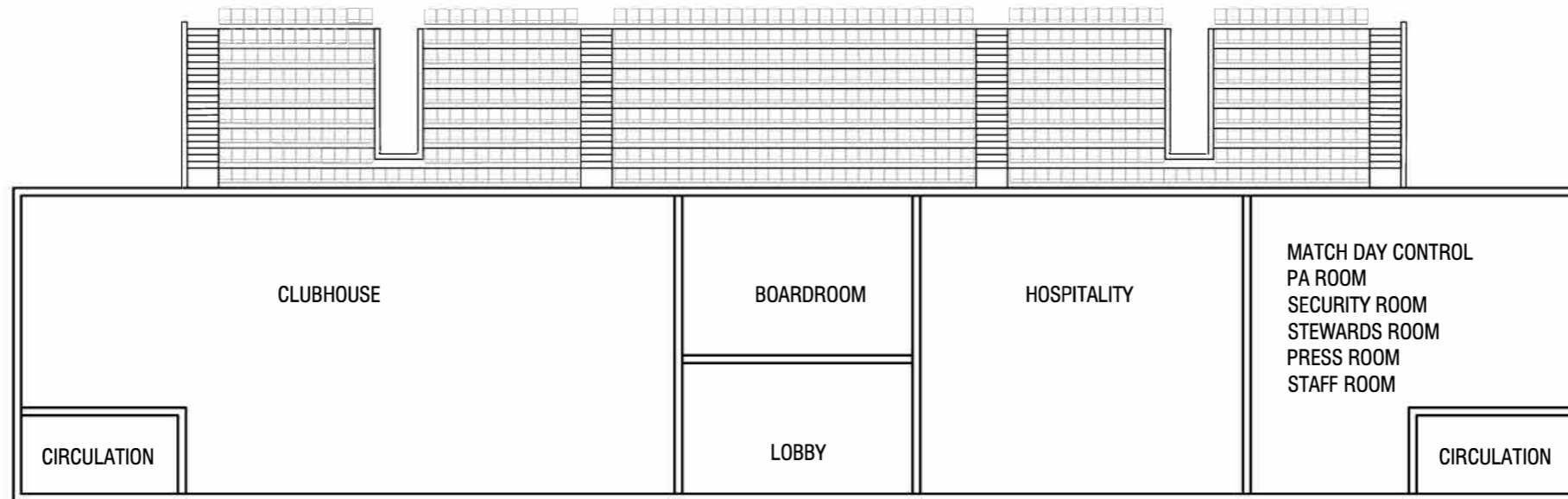


**Appendix 9**

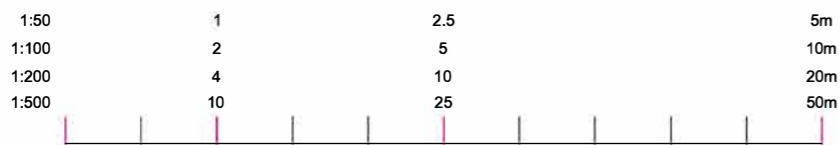
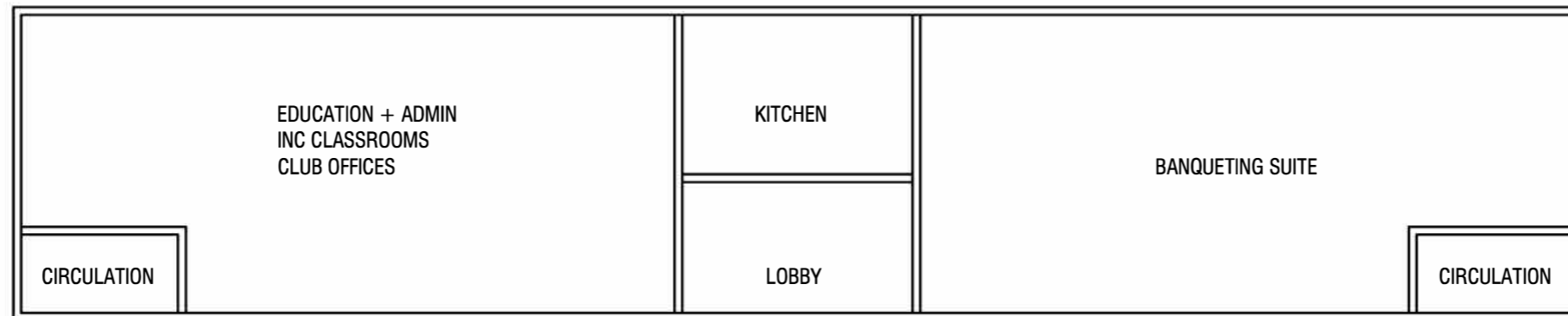
GROUND FLOOR



FIRST FLOOR



SECOND FLOOR





## Appendix 10

## Salford City

<b>Step</b>	2 (when stadium opened- now play in League 2)
<b>Stadium</b>	The Peninsula Stadium (Moor Lane)
<b>Capacity</b>	5,106 (2,246 seated)
<b>Club Facilities</b>	<p>20,473 sq ft</p> <ul style="list-style-type: none"> <li>-Bars</li> <li>-Hospitality</li> <li>-Restaurant</li> <li>-Multi-use space</li> <li>-Offices</li> <li>-Boardroom</li> <li>-Changing rooms</li> <li>-Media</li> <li>-Control room</li> <li>-Shop</li> <li>-Kitchens</li> </ul>
<b>Date</b>	Opened 2017

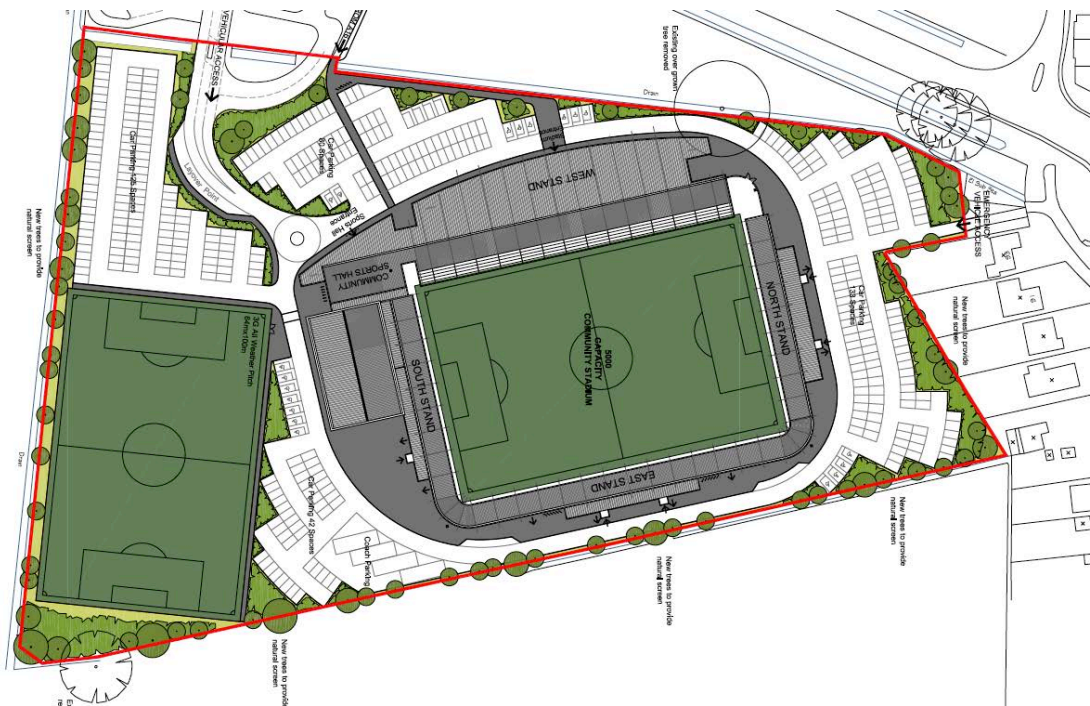
### Visuals



# Boston United

<b>Step</b>	2
<b>Stadium</b>	The Jakemans Community Stadium (The Quadrant)
<b>Capacity</b>	5,000 (2,000 seated)
<b>Club Facilities</b>	<p>35,344 sq ft</p> <ul style="list-style-type: none"> <li>-Concourses</li> <li>-Bars</li> <li>-Hospitality</li> <li>-Community Hub</li> <li>-Banqueting Suite</li> <li>-Boardroom</li> <li>-Offices</li> <li>-Classrooms</li> <li>-Changing rooms</li> <li>-Media</li> <li>-Control room</li> <li>-Kitchens</li> </ul>
<b>Date</b>	Opened 2020
<b>Other</b>	Stadium is part of the wider Quadrant development to include 500 homes, commercial and leisure facilities.

## Visuals





## AFC Fylde

<b>Step</b>	2
<b>Stadium</b>	Mill Farm Sports Village
<b>Capacity</b>	6,000 (2,000 seats)
<b>Club Facilities</b>	<p>44,967 sq ft</p> <ul style="list-style-type: none"> <li>-Concourses</li> <li>-Sports Bar</li> <li>-Restaurant</li> <li>-Café</li> <li>-Hotel</li> <li>-Banqueting Suite</li> <li>-Shop</li> <li>-Conferencing</li> <li>-Boardroom</li> <li>-Offices</li> <li>-Changing rooms</li> <li>-Media</li> <li>-Control room</li> <li>-Kitchens</li> </ul>
<b>Date</b>	Opened 2016
<b>Other</b>	Mill Farm Sports Village also includes an Aldi store, petrol station, convenience store, other retail and 3G pitches.

### Visuals





## Hayes & Yeading

<b>Step</b>	3
<b>Stadium</b>	The SkyEx Community Stadium
<b>Capacity</b>	3,000 (1,000 seats)
<b>Club Facilities</b>	<p>26,285 sq ft</p> <ul style="list-style-type: none"> <li>-Bars</li> <li>-Banqueting Suite</li> <li>-Classrooms</li> <li>-Meeting rooms</li> <li>-Boardroom</li> <li>-Offices</li> <li>-Changing rooms</li> <li>-Gym</li> <li>-Media</li> <li>-Control room</li> <li>-Kitchens</li> </ul>
<b>Date</b>	Opened 2016

### Visuals



## Cambridge City FC

<b>Step</b>	4
<b>Stadium</b>	Cambridge City FC
<b>Capacity</b>	3,000 (614 seats)
<b>Club Facilities</b>	<p>25,887 sq ft</p> <ul style="list-style-type: none"> <li>-Bar</li> <li>-Banqueting Suite</li> <li>-2no. conference rooms</li> <li>-Hospitality suite</li> <li>-Boxes</li> <li>-Meeting rooms</li> <li>-Offices</li> <li>-Changing rooms</li> <li>-Gym</li> <li>-Media &amp; Press box</li> <li>-Control room</li> <li>-Kitchens</li> <li>-Ground store</li> <li>-Ticket office</li> <li>-Equipment store</li> </ul>
<b>Date</b>	Early 2022

### Visuals







## York City FC

<b>Step</b>	2
<b>Stadium</b>	LNER Community Stadium
<b>Capacity</b>	8,500 (all seater)
<b>Club Facilities</b>	<p>93,711 sq ft</p> <ul style="list-style-type: none"> <li>-Fan Zone</li> <li>-Concourses</li> <li>-Concessions</li> <li>-Shop</li> <li>-Hospitality Boxes</li> <li>-Directors Bars</li> <li>-Boardrooms</li> <li>-Hospitality lounges</li> <li>-Meeting rooms</li> <li>-Offices</li> <li>-Changing rooms</li> <li>-Press Room</li> <li>-Control room</li> <li>-Kitchens</li> <li>-Stores</li> <li>-Ground store</li> <li>-TV gantry</li> <li>-TV studio</li> <li>-Faith rooms</li> <li>-Equipment store</li> </ul>
<b>Other</b>	The stadium forms part of a wider development to include a new leisure centre, multi-screen cinema, retail units and community facilities.
<b>Date</b>	2021

### Visuals





## Ebbfleet Utd

<b>Step</b>	2
<b>Stadium</b>	Kuflink Stadium
<b>Capacity</b>	5,410 (2,088 seated)
<b>Club Facilities</b>	16,083 sq ft (main stand, excludes future stands)  <ul style="list-style-type: none"> <li>-Shop</li> <li>-Boardroom</li> <li>-Chairman lounge</li> <li>-Banqueting lounge</li> <li>-Meeting rooms</li> <li>-Offices</li> <li>-Changing rooms</li> <li>-Media/ Control room</li> <li>-Kitchens</li> <li>-Ticket office</li> <li>-Community room</li> </ul>
<b>Other</b>	A hybrid application for the phased redevelopment of the stadium was granted in 2015, with detailed consent for the main stand and outline for the remaining three stands.
<b>Date</b>	The main stand opened in 2017. Planning permission for a 55 bed hotel integrated into the south stand was granted in 2017 (phase 2).

### Visuals





## FC Utd of Manchester

<b>Step</b>	3
<b>Stadium</b>	Broadhurst Park
<b>Capacity</b>	4,700 (672 seated)
<b>Club Facilities</b>	<p>16,275 sq ft</p> <ul style="list-style-type: none"> <li>-Function Rooms</li> <li>-Concourses</li> <li>-Classrooms</li> <li>-Shop</li> <li>-Meeting rooms</li> <li>-Offices</li> <li>-Changing rooms</li> </ul> <p style="text-align: right;">-Kitchens</p>
<b>Date</b>	2015

### Visuals





## Tilbury FC

<b>Step</b>	4
<b>Stadium</b>	Tilbury FC
<b>Capacity</b>	3,000 (274 initial seats)
<b>Club Facilities</b>	17,612 sq ft (exc. ancillary turnstile and concession buildings) -Function Room -Coffee shop -Sports Hall -Director's lounge -Boardroom -Meeting rooms -Offices -Changing rooms -Classrooms -Press rooms -Gym -Kitchens
<b>Date</b>	Planning permission granted in 2021
<b>Other</b>	Stadium is part of wider development to include 122 residential homes

### Visuals





