

2019

Agreement  
relating to  
the delegation of functions

Watford Borough Council <sup>(1)</sup> and  
Three Rivers District Council <sup>(2)</sup>

## DATE

## PARTIES

- (1) Watford Borough Council of Town Hall, Watford, WD17 3EX (**WBC**); and
- (2) Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, WD3 1RL (**TRDC**).

## BACKGROUND

- (A) WBC is proposing to carry out the Scheme.
- (B) WBC and TRDC acknowledge that the Scheme will require the acquisition of land within the administrative boundary of TRDC.
- (C) TRDC enters into this agreement to create an agency enabling Watford to acquire the land within its administrative boundary either by agreement or compulsorily.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in Clause 1 apply:

<b>1972 Act</b>	the Local Government Act 1972
<b>1990 Act</b>	the Town and Country Planning Act 1990
<b>2000 Act</b>	the Local Government Act 2000
<b>CPO</b>	the Watford Borough Council (The Gateway Site, Watford Business Park) Compulsory Purchase Order 2019.
<b>Delegated Functions</b>	the functions referred to in Clause 2.3
<b>Executive</b>	the elected Mayor and the Councillors appointed by the Mayor
<b>Full Council</b>	the full council of a committee system local authority
<b>Order Map</b>	the plan at Appendix 1
<b>Scheme</b>	the redevelopment of the Gateway Site in Watford Business Park to provide a multi-unit scheme totalling 8,4902m <sup>2</sup> of modern industrial space with ancillary first floor office space and parking
<b>TRDC</b>	Three Rivers District Council acting by its Full Council
<b>Three Rivers Order Land</b>	Plot numbers 6, 7 and 17 on the Order Map
<b>WBC</b>	Watford Borough Council acting by its Executive

- 1.2 Words importing the masculine gender shall be deemed to include the feminine and the neuter and the singular the plural and vice versa unless the contrary is expressly provided or the context otherwise requires.

- 1.3 Any reference to a numbered clause or a sub-clause or to a schedule is (except where indicated to the contrary) a reference to a clause or sub-clause of or schedule to this agreement.
- 1.4 Any reference to any statute or any section thereof includes any amendment modification consolidation or re-enactment thereof and any statutory instrument direction or regulation made thereunder for the time being enforced.
- 1.5 The clause headings in this agreement are for ease of reference only and shall not affect the construction thereof.
- 1.6 References in this agreement to any area of land specifically defined or referred to in this agreement shall where the context admits be deemed to include references to any part or parts thereof as well as to the whole.

## **2. AGREEMENT FOR AGENCY**

2.1 TRDC has power under:

- 2.1.1 Section 226(1) of the 1990 Act to acquire either by agreement or compulsorily land for facilitating development, redevelopment and/or improvement.
- 2.1.2 Section 101 of the 1972 Act to arrange for the discharge of any of its functions by another local authority.

2.2 TRDC has resolved to allow WBC to acquire all interests in the Three Rivers Order Land not already owned by WBC either by agreement or compulsorily to facilitate the delivery of the Scheme.

## **2.3 Delegation of Functions**

In consideration of the provisions of this Agreement and pursuant to the above mentioned powers TRDC delegates to WBC and WBC accepts the delegation of TRDC functions described in the First Schedule in relation to the Three Rivers Order Land subject to the conditions and restrictions referred to in the Second Schedule.

## **3. COMMENCEMENT**

This Agreement shall come into effect on the date hereof.

## **4. AGENCY**

WBC shall act as the agent of TRDC in the discharge of the Delegated Functions.

## **5. TRDC'S OBLIGATIONS**

- 5.1 TRDC shall support WBC's case for the CPO any stopping up order and any other necessary orders that may be needed by WBC to implement the Scheme and will if required give evidence at any public inquiry into any such orders supporting WBC's case.
- 5.2 TRDC shall in consultation with WBC make such orders as are necessary to implement the Scheme which are not exercisable as a Delegated Function.

## **6. WBC'S OBLIGATIONS**

- 6.1 WBC will secure any necessary planning permission and other consents and approvals necessary to implement the Scheme.
- 6.2 WBC will pursue the case for the CPO, the stopping up order and any other necessary orders at any public inquiry which may be held as a result of objections being made to the Scheme and to

the making of the appropriate orders to the intent that the same respectively may be considered by and confirmed by the appropriate Secretary of State.

**7. INDEMNITY**

WBC hereby indemnifies TRDC against any claims, demands, actions, costs and expenses made against TRDC arising from the making of the CPO to include securing a confirmed CPO and its implementation or incurred by TRDC in relation to any breach of this Agreement.

**8. EXPENSES**

WBC will pay all TRDC's reasonable legal and all other reasonable professional costs in connection with the consideration, negotiation and completion of this Agreement and fulfilling the obligations under clause 5

**9. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **SCHEDULE 1**

### **The Delegated Functions**

1. The functions of TRDC under Section 226(1) of the Town and Country Planning Act 1990 to compulsorily acquire land to facilitate the carrying out of development, redevelopment or improvement on or in relation to land.
2. Any functions of TRDC required to implement the CPO under the Compulsory Purchase Act 1965 and the Compulsory Purchase (Vesting Declarations) Act 1981.

## **SCHEDULE 2**

### **Conditions and restrictions affecting delegation**

1. WBC must not delegate the exercise of the Delegated Functions to any of its officers and they shall only be exercisable by its Executive.
2. WBC must send a copy of any general vesting declaration, notice to treat or notice to enter made pursuant to the CPO to TRDC.

**This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**

Executed as a deed by affixing the common seal of *Insert Common Seal of Company*  
**Watford Borough Council** in the presence of:

.....  
Authorised Signatory

Executed as a deed by affixing the common seal of *Insert Common Seal of Company*  
**Three Rivers District Council** in the presence of:

.....  
Authorised Signatory

**APPENDIX 1**  
**ORDER MAP**