

Planning Committee

20 September 2023



Supplementary Report

Application No.	01/00018/FUL
Site Address	Wheatsheaf Park, Wheatsheaf Lane, Staines-upon-Thames, TW18 2PD
Applicant	Thames Club Limited
Proposal	To enter into a Deed of Variation (DoV) to the Agreement dated 12 September 2001 made under Section 106 of the Town and Country Planning Act 1990, relating to Land at Staines Town Football Club, Wheatsheaf Lane, Staines, Middlesex, under Planning Application PA/01/0018 ('the Section 106 Agreement').
Case Officer	Matthew Churchill
Ward	Riverside & Laleham
Called-in	In accordance with the Planning Committee's Terms of Reference as set out in the Constitution, the Planning Development Manager has decided, after consultation with the Chairman of the Planning Committee, this DoV should be submitted to the Planning Committee for determination.

Application Dates	Valid: N/A	Expiry: N/A	Target: N/A
Executive Summary	<p>This is a supplementary report following the submission of further information from the life members of Staines Town Football Club. This should be read alongside the officer's original report to Planning Committee.</p> <p>Following a meeting between officers and the life members of Staines Town Football Club on 14 September 2023, the LPA offered the life members the opportunity to submit information to demonstrate that Staines Town Football Club exists as a separate entity to Staines Town Football Club Ltd., which is in liquidation.</p> <p>It is not a function of the planning regime to determine whether Staines Town Football Club exists as a separate entity to Staines Town Football Club Ltd. However, members must consider whether in the event that Staines Town Football Club is a separate entity, 'Clause 5.7' contained within the Original Section 106 Agreement would still serve a 'useful purpose'.</p> <p>The information submitted to the LPA suggests that Staines Town Football Club may still exist as a separate entity to Staines Town Ltd.,</p>		

	<p>although the position remains unclear and cannot be confirmed through the planning regime.</p> <p>However, in any event, Staines Town Football Club has left the site irrespective of whether or not it forms part of the limited company. The Football Club no longer has an interest in the land and would not be party to the Draft DoV.</p> <p>Officers therefore consider that 'Clause 5.7', which prevents matches taking place at the site not involving or promoted by Staines Town Football Club, or which do not have the permission of Staines Town Football Club, no longer serves a 'useful purpose'.</p> <p>Separately, the applicant has also approached the LPA with a revised site plan for the draft DoV, which includes an area of land to the east of the site. As this reflects the layout of the pitch observed in historic aerial photographs, it is recommended that this plan is accepted as part of the agreement.</p>
Recommended Decision	Agree to enter into the DoV for the reasons set out in this Report.

MAIN REPORT

1. Background & Introduction

- 1.1 This is a supplementary report that should be read alongside the original officer's report, following the submission of information from the life members of Staines Town Football Club.
- 1.2 Separately, the applicant has also approached the LPA with a revised plan which incorporates an area of additional land to the east of the site into the pitch area.

2. Planning Issues

In determining whether to agree to the proposed modifications to the Section 106 Agreement as set out in the Draft DoV, the following matters should be considered:

- What is the purpose of the current obligation?
- What purposes does it fulfil?
- Is it a useful purpose?
- Would the obligation serve that purpose equally well if it had effect subject to the proposed modification?

3. Planning Considerations

- 3.1 Staines Town Football Club is the current beneficiary of 'Clause 5.7' contained within the original Section 106 Agreement, which formed part of planning permission PA/01/0018.
- 3.2 Officers understand that the original unincorporated association known as Staines Town Football Club transferred all of its assets into Staines Town Football Club Limited in June 2008. This has not been disputed.
- 3.3 Officers are also aware that winding up proceedings commenced against Staines Town Football Club Ltd. in October 2022, meaning that it is soon likely to cease to exist.
- 3.4 The Companies House Website currently lists Staines Town Football Club Ltd.'s Company Status as being in 'Liquidation', although it is understood that the company has not yet been dissolved.
- 3.5 A meeting was held between the LPA and the life members of Staines Town Football Club on 14 September 2023. Following the meeting, the life members were offered the opportunity to submit documents to the LPA to demonstrate that Staines Town Football Club exists separately from Staines Town Football Club Ltd.

- 3.6 The life members have submitted documents which they say show Staines Town Football Club's other activities, including through teams representing Staines Town Strollers, Staines Town Veterans, Staines Town Juniors, and supporters' clubs.
- 3.7 Further information has also been submitted in the form of AGM minutes for Staines Town Football Club from 2022, an invoice from 2023 appearing to confirm Staines Town FC's affiliation to the Middlesex FA, bank account details and matchday programmes.
- 3.8 A newspaper article dated 23 June 2023 has also been received, which details that a match recently took place between Staines Town and a team from Portsmouth.
- 3.9 Confirmation of whether Staines Town Football Club is a separate entity to Staines Town Football Club Ltd. is not a function of the planning regime.
- 3.10 However, on the basis of the information submitted, officers are of the view that Staines Town Football Club may still exist as a separate entity to the limited company, though this is far from clearly demonstrated.
- 3.11 Notwithstanding this, and in any event, it is not disputed that Staines Town Football Club has left the site and no longer plays any matches on the pitch.
- 3.12 Moreover, on the basis of the information submitted to LPA, the sub-lease of the site to Staines Town Football Club Ltd. has been forfeited, and neither the Staines Town Football Club (in the event that it exists as a separate entity), nor Staines Town Football Club Ltd. would be a party to the Draft DoV.
- 3.13 Members must therefore consider:

What is the purpose of the current obligation?

- 3.14 'Clause 5.7' currently restricts the use of the football pitch and associated facilities to games promoted by and used for teams comprising of members of Staines Town football Club or involving teams with the permission of Staines Town Football Club.

What purpose does it fulfil?:

- 3.15 The obligation restricts the use of the football pitch and associated development to that of teams comprising or promoted by Staines Town Football Club and other teams that have the permission of Staines Town Football Club.

Is it a useful purpose?

- 3.16 'Clause 5.7' does not prevent teams other than Staines Town Football Club from playing on the pitch, or matches not involving Staines Town Football Club from being played at the site.

- 3.17 The Clause instead requires teams playing matches not involving Staines Town Football Club, to receive Staines Town Football Club's permission before doing so.
- 3.18 Even if Staines Town Football Club exists as a separate entity to Staines Town Football Club Ltd., as has been suggested by the life members, the Football Club has nevertheless left the site, does not play its matches on the pitch, and does not hold any interest in the land.
- 3.19 From a planning perspective, the deletion of 'Clause 5.7' would not prevent Staines Town Football Club from using the pitch. It would instead remove the right of Staines Town Football Club to prevent other sports teams from doing so.
- 3.20 As a matter of judgment, in officers' view, the prevention of other teams from using the pitch, when Staines Town Football Club no longer plays any matches at the site and no longer has any interest in the land, means that Clause 5.7 no longer serves a useful purpose.

Would the obligation serve that purpose equally well if it had effect subject to the proposed modification?

- 3.21 The current Section 106 Agreement allows for matches not involving Staines Town Football Club to be played at the site, so long as the teams involved in those matches have the permission of Staines Town Football Club.
- 3.22 The proposed deletion and replacement of 'Clause 5.7' would still allow for matches not involving Staines Town Football Club to take place at the site, although the permission of Staines Town Football Club, which has now left the site, would no longer be required.

Pitch Boundary Alteration

- 3.23 The applicant has also separately approached officers with a revised plan for the pitch. This has been included in the appendices of this report and includes an area of land to the east of the site that falls within the applicant's ownership. This has also resulted in some changes to the Draft DoV, and the introduction of an overall site plan, which have also been included in the appendices for this report.
- 3.24 The plan is slightly larger than the extent of the boundary in the original Section 106 agreement and is located within the Green Belt. However, the plan more accurately reflects the boundary of the site observed in historic aerial photographs dating back to 2008. It is therefore recommended that this plan is accepted.

4. Recommendation

- 4.1 As detailed in the original officer report, it is recommended that Members agree in principle to vary to Original Section 106 Agreement to remove existing restriction on the use of the pitched and stands as outlined in this report by entering into a DoV with the Thames Club Limited.

Appendices:

- Draft Deed of Variation
- Plan of the pitch.
- Plan of the site.