

13 March 1995

Our ref: AN/GJR/HP



Mr H James  
Chief Executive  
South Pembrokehire District Council  
Llanion Park  
Pembroke Dock  
Dyfed

Dear Sir

**Pembroke Castle Ponds Scheme - Acquisition**

This is a letter of offer to your Council ("the Council") by the Welsh Development Agency ("WDA") of a payment to enable the Council to acquire the above named properties.

The payment will be made under WDA's powers under section 15(2) of the Welsh Development Agency Act 1975 ("the WDA Act") and in accordance with the "Urban Development Guidelines" issued by the Secretary of State for Wales with the approval of the Treasury (issue 2, July 1994) in particular paragraph 4.6 thereof.

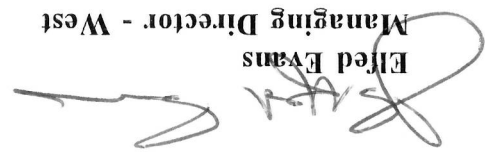
In deciding to offer the payment to the Council the WDA has concluded, pursuant to its function under section 1(2)(d) of the WDA Act to further the improvement of the environment in Wales (having regard to existing amenity), that the improvement of the environment of Castle Pond area of Pembrokehire will be furthered by the acquisition of the property referred to above by the Council in order to provide a realistic redevelopment opportunity at an extremely prominent entrance to the historic town of Pembroke. This need has been recognised by the WDA's Urban Programme which has been approved by the Secretary of State for Wales, following consultation by WDA with interested local authorities under section 1(14) of the WDA Act.

The amount of the payment and terms and conditions on which the payment offered are attached to this letter.

It is the condition of this offer that the work is completed and final invoice rendered for payment by 24 March 1995.

If the Council wishes to accept the offer of the payment the duplicate of this letter should be signed by an authorised officer of the Council and returned to the WDA by way of acceptance.

Yours faithfully

  
Eifed Evans  
Managing Director - West

AREA DEVELOPMENT  
WEST WALES DIVISION  
WELSH DEVELOPMENT AGENCY  
CORONET WAY, ENTERPRISE PARK  
SWANSEA, WEST GLANORGAN, SA6 8RH  
TEL (01792)790000, FAX (01792)702000

DATBYLGGU ARDAL  
RHANBARTH GORLLEWIN CYMRU  
AWDURDOD DATBYLGGU CYMRU  
FFORDD CORONIG, PARC ANTURMAETH  
ABERTAWNE, GORLLEWIN MORGANNWAG, SA6 8RH  
FFôn (01792)790000, FFacs (01792)702000

**Pembroke Castle Ponds Scheme - Acquisition**

The offer of payment set out in this letter is accepted on the terms and conditions attached.

(signed) 

Designation CHIEF EXECUTIVE

On behalf of South Pembroke District Council.

**WELSH DEVELOPMENT AGENCY ACT 1975, SECTION 15  
TERMS AND CONDITIONS OF PAYMENT  
LAND ACQUISITIONS**

**THIS AGREEMENT** is made the 13th day of March 1995 **BETWEEN WDA** of the one part and **The Council** of the other part.

**1 OBJECTIVE**

1.1 The Objective of this Agreement made pursuant to the provisions of Section 15 of the Welsh Development Agency Act 1975 shall be to further the implementation of the Pembroke and Pembroke Dock development plan in the manner set out in 1.2 below.

1.2 The Council will acquire the Land in conjunction with WDA in order for the Council to undertake the redevelopment of the Land for the purpose of implementing a development programme that will include a pedestrian link from the town to Quayside and provide commercial opportunities through the creation of a waterside visitor attraction subject to and in accordance with the terms and conditions of this Agreement.

**2 RELATIONSHIP OF THE PARTIES**

2.1 This Agreement

- (a) shall not constitute or be deemed to constitute a partnership between the Parties.
- (b) shall be personal to the Parties and shall not be capable of assignment either wholly or in part.

2.2 Neither Party is nor shall at any time hold itself out as agent for the other or pledge the credit of the other for any purpose.

2.3 The Council shall be responsible for leading the process of acquisition, development and Disposal of the Land in accordance with the terms and conditions of this Agreement.

**3 TITLE OF THE LAND**

3.1 The Council shall investigate the title to the Land and shall warrant to WDA that the vendor has a good and marketable freehold or leasehold title to the land.

3.2 Once title to the Land has been warranted by the Council to WDA as aforesaid the Council may, upon giving WDA not less than ten Working Days notice, require WDA to make the Payment to the Council.

3.3 The Council shall apply the whole of the Payment to the acquisition of the Land.

3.4 The Council will acquire the Land in its name and upon registration of the transfer of the Land at H M Land Registry the Council will apply jointly with WDA for a restriction to be noted at H M Land Registry in respect of the title to the Land providing that except under an order of the Registrar no disposition by the registered proprietor of the property comprised in the title is to be registered without the consent of WDA pursuant to this Agreement.

#### 4 MANAGEMENT OF THE LAND

4.1 Subject to paragraph 4.2 below the Council shall manage the Land in accordance with principles of good estate management and shall keep any buildings on the Land insured at the Council's expense with a reputable insurance office for the full replacement value thereof in respect of such risks as a prudent estate owner would insure having regard to the nature and state of repair of the buildings so insured and the interest of WDA in the Land shall be noted on any such policy of insurance and the Council shall, upon being requested to do so by WDA, produce the policy of insurance and evidence of the payment up to date of all premiums.

4.2 The Council shall not effect a Disposal by way of lease or licence to any third party to occupy any part of the Land without the consent of WDA, such consent not to be unreasonably withheld.

#### 5 DEVELOPMENT OF LAND

5.1 The Council shall use its reasonable endeavours to develop, redevelop or improve the Land in accordance with the Objective, subject to any such proposals being approved by the WDA, such approval not to be unreasonably withheld having regard to the said Objective.

5.2 The Council shall provide WDA with such reports as WDA may reasonably require from time to time on the Council's fulfilment of its obligation under sub-paragraph 5.1 above and, without prejudice to the generality of the foregoing, WDA will specify their reporting requirements to the Council and WDA shall not be obliged to make the Payment until the Council have notified to WDA the Council's agreement to the said requirements.

#### 6 DISPOSAL OF THE LAND

6.1 The timing and marketing of all or part of the Land for Disposal shall be agreed by WDA, such consent not to be unreasonably withheld having regard to the Objective.

DISTRIBUTION OF RECEIPTS

- 6.2 The Council shall in respect of each Disposal use all reasonable endeavours to secure sales or lettings of the Land at the best prices or rents then reasonably obtainable in the open market as appropriate having regard to market conditions and the Objective and in the case of a proposed sale or letting for a consideration less than the best that can be reasonably obtained the Council will secure the prior consent of WDA (such consent not to be unreasonably withheld) and thereafter the Council will proceed with all due diligence to seek the consent of the Secretary of State to such sales or lettings in accordance with the provisions of Section 123 of the Local Government Act 1972.
- 6.3 The Council shall not make a Disposal by way of lease without first providing WDA with full particulars and securing the approval of WDA to the terms including any premium and/or rent reserved by any such lease (which approval shall not be unreasonably withheld having regard to the Objective).
- 7.1 Subject to paragraph 7.2 below the Council shall pay to WDA upon
  - (a) a Disposal of all of the Land,
  - (b) each Disposal of part of the Land, and
  - (c) any other event giving rise to a Receipt
 the total amount of the Receipt or that part of the Receipt equivalent to the proportion that the Payment plus the amount of any WDA financial contribution to the cost of works and infrastructure connected with the Land, bears to the aggregate of the original purchase price of the Land plus the total cost of works or infrastructure connected with and benefiting the Land carried out by the Council and WDA.
- 7.2 Upon each distribution of a Receipt under Clause 7.1 above the Council shall also be entitled to credit in a reasonable sum representing the Council's accrued costs in managing the Land, including the costs of insurance.
- 7.3 Each Receipt or WDA's share thereof, as the case may be, shall be paid to WDA within 28 days of such a Receipt accruing to the Council and if payment is not made within that period then the Council shall pay WDA interest thereon at the rate of two (2) per centum above the base rate for the time being of Lloyds Bank Plc from the end of such period of 28 days to the date of actual payment provided always that revenue Receipts may be paid to WDA on a six monthly basis.

8.1 Subject to paragraph 8.2 below the Council will be responsible for responding to requests from members of the public for information regarding the subject matter of this Agreement and Parties will co-ordinate public relations activity to publicise the Objective.

8.2 The financial and commercial terms of this Agreement shall remain confidential to the Parties to the same extent as such information would be "exempt" information as defined in Section 100I and Schedule 12A of the Local Government Act 1972

9 VALUE ADDED TAX

9.1 The sums payable to WDA under this Agreement and all other supplies made shall be under or in connection with this Agreement by WDA exclusive of VAT and:-

(a) if any such sums or supply gives rise automatically to a charge to VAT or

(b) if any such sum or supply gives rise to a charge to VAT at the election of WDA and WDA so elects (such election being entirely at the option of WDA and being binding on the Parties)

**PROVIDED** that VAT will only be payable by the Council in respect of a taxable supply made to the Council.

9.2 Any VAT correctly chargeable in respect of any supply made by either party to the other pursuant to the terms of this Agreement shall be paid forthwith by the party receiving the supply to the party making the supply upon receipt of a valid VAT invoice issued by the party making the supply to the party receiving that supply.

9.3 Subject to the prior agreement of the Parties neither party shall issue a VAT invoice such that a tax point for VAT purposes is created to a date earlier than would be the case had such VAT invoice not been issued.

9.4 In the event that either party shall have issued a VAT invoice to the other for a supply made pursuant to the terms of this Agreement but the amount of VAT charged thereby proves to be inadequate, the party that issued such VAT invoice shall issue a further VAT invoice in relation to the balance of the VAT.

13.1 The failure of either party at any time or times to require a performance by the other party of any provision of this Agreement shall in no way affect the rights of such Party to require performance of that or any provision and any waiver by either party of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision a waiver of the provision itself or a waiver of any other right under this Agreement.

13 NON-WAIVER

12.2 No variation of this Agreement shall be effective unless it is in writing and signed by WDA and the Council.

12.1 The letter of offer for the Payment by the WDA to the Council dated 13 March 1995 and the terms and conditions of this Agreement shall constitute the entire agreement between the parties relating to the Payment to the exclusion of any antecedent agreement or statement or writing in writing or implied.

12 ENTIRE AGREEMENT AND VARIATION

11.2 The Council's reasonable and proper costs incurred in the acquisition of the Land will be met by the Council and credited to the Council's input for the purposes of calculating Receipts in accordance with paragraph 7.1 above.

11.1 Each party shall bear the fees and disbursements of its own professional advisers in connection with the negotiations and preparation of this Agreement or any addition or amendment thereto.

11 COSTS

10.2 Nothing herein contained or implied shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority including (but without prejudice to the foregoing) its functions as a local planning authority and the rights powers obligations and duties of the Council under all public or private statutes by laws orders and regulations may be as fully and effectually exercised as if the Council was not a party to this Agreement

10.1 Nothing herein contained or implied shall prejudice or affect any of the statutory rights, powers or, duties and obligations for the time being vested in WDA and all such rights powers and duties shall be enforceable and exercisable by WDA as fully and freely as if this Agreement had not been executed

10 PARTIES STATUTORY POWERS

In this Agreement and in the Recitals and Schedules the following words and expressions unless the context otherwise requires shall have the following meanings:-

"Agreement" means the agreement created by the Council's acceptance of the offer of the Payment on these terms and conditions

"the Council" means South Pembrokeshire District Council of Llanion Park, Pembroke Dock and any successor Authority

"Disposal" means the creation grant surrender or transfer of any legal equitable estate interest or right in the Land,

"the Land" means the land more particularly described in the schedule and shown for the purposes of identification only in the plan annexed to this Agreement,

"Objective" means the objective of the Parties set out at paragraph 1.1.

"Parties" means WDA and the Council.

"Payment" means the sum mentioned in Schedule 1 payable by WDA to the Council on the terms set out in this Agreement,

"Receipt" means in respect of the Disposal of the Land or each Disposal of part of the Land, as the case may be, the aggregate of all sums whether of a capital nature or otherwise received by or on behalf of the Council or the proceeds of any policy of insurance relating to the land,

"WDA" means the Welsh Development Agency of Pearl House, Greyfriars Road, Cardiff

"Working Day" means a day on which clearing banks in the city of London are (or would be but for a strike or lock-out or other stoppage affecting particular banks or bank generally open during banking hours.

15 INTERPRETATION

In this Agreement where the context so admits:-

15.1 any reference to an Act of Parliament includes any modification extension replacement or re-enactment thereof for the time being in force and also all instruments, orders, plans, regulations, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom,

**SCHEDULE 1**  
**[The Payment]**  
**Pembroke Castle Pond scheme**  
Acquisition

Property	Acq Cost	Fees	Total
1. Richmond Coffee House	10,000	4,000	14,000
2. 7A Northgate (Freehold)	60,000	5,000	65,000
3. North Quay	250,000	10,000	260,000
4. 7 Northgate	36,000	3,000	39,000
5. Ex Servicemen's Club	13,000	2,000	15,000
			<u>393,000</u>

- 15.2 words importing gender include every gender,
- 15.3 the singular number includes the plural and vice versa and reference to natural persons includes bodies and vice versa,
- 15.4 the Clause and Schedule headings are for convenience only and shall be ignored for the purposes of construction,
- 15.5 references to Recitals, Clauses, Schedules, paragraphs, sub-paragraphs and annexures are unless otherwise stated to be references to the Clauses, Schedules, paragraphs, sub-paragraphs and annexures of this agreement
- 15.6 an obligation not to do or omit to do something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done or omitted to be done,
- 15.7 an obligation to do something shall include an obligation to seek to procure that it is done,
- 15.8 all approvals, consents, agreements, certificates and notifications required pursuant to this agreement shall be in writing,
- 15.9 references to land or other property include each and every part thereof and any buildings structures alterations additions improvements or other developments thereon,
- 15.10 where approval or consent is not to be unreasonably withheld it shall not be unreasonably delayed.



23 June 1997

Our ref: EE/GJR/HP

Mr Bryn Parry Jones  
Chief Executive  
Pembrokeshire County Council  
Cambria House  
Haverfordwest  
SA61 1TP

Dear Sir

*[Signature]*

No 4 Castlegate Hotel

This is a letter of offer to your Council ("the Council") by the Welsh Development Agency ("WDA") of a payment to enable the Council to acquire the above named property.

The payment will be made under WDA's powers under section 15(2) of the Welsh Development Agency Act 1975 ("the WDA Act") and in accordance with the "Urban Development Guidelines" issued by the Secretary of State for Wales with the approval of the Treasury (issue 2, July 1994) in particular paragraph 4.6 thereof.

In deciding to offer the payment to the Council the WDA has concluded, pursuant to its function under section 1(2)(d) of the WDA Act to further the improvement of the environment in Wales (having regard to existing amenity), that the improvement of the environment of Castle Pond area of Pembroke will be furthered by the acquisition of the property referred to above by the Council in order to provide a realistic redevelopment opportunity at an extremely prominent entrance to the historic town of Pembroke. This need has been recognised by the WDA's Urban Programme which has been approved by the Secretary of State for Wales, following consultation by WDA with interested local authorities under section 1(14) of the WDA Act.

The amount of the payment and terms and conditions on which the payment offered are attached to this letter.

If the Council wishes to accept the offer of the payment the duplicate of this letter should be signed by an authorised officer of the Council and returned to the WDA by way of acceptance.

Yours faithfully

*[Signature]*

Elfed Evans

Managing Development

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RHANBARTHI GORLLEWIN CYMRU  
AWDURDOD DATBLYGU CYMRU  
LLYS-Y-DDRAIG, PARC BUSNES PENLLERGAER  
PENLLERGAER, ABERTAWW, SA4 1LL  
Ffôn: 01792 222428  
Ffacs: 01792 222498  
E-bost: enquires@wda.co.uk

WEST WALES DIVISION  
WELSH DEVELOPMENT AGENCY  
LLYS-Y-DDRAIG, PENLLERGAER BUSINESS PARK  
PENLLERGAER, SVANSEA, SA4 1LL  
TEL: 01792 222428  
FAX: 01792 222498  
EMAIL: enquires@wda.co.uk

**No 4 Castlegate Hotel**

The offer of payment set out in this letter is accepted on the terms and conditions attached.

(signed)

Designation

On behalf of [

] Council.

**WELSH DEVELOPMENT AGENCY ACT 1975, SECTION 15  
TERMS AND CONDITIONS OF PAYMENT  
LAND ACQUISITIONS**

**THIS AGREEMENT** is made the 24th day of June 1997 **BETWEEN WDA** of the one part and **The Council** of the other part.

**1 OBJECTIVE**

1.1 The Objective of this Agreement made pursuant to the provisions of Section 15 of the Welsh Development Agency Act 1975 shall be to further the implementation of the Pembroke and Pembroke Dock Development plan in the manner set out in 1.2 below.

1.2 The Council will acquire the Land in conjunction with WDA in order for the Council to undertake the development, redevelopment or improvement of the Land subject to and in accordance with the terms and conditions of this Agreement.

**2 RELATIONSHIP OF THE PARTIES**

2.1 This Agreement

(a) shall not constitute or be deemed to constitute a partnership between the Parties.

(b) shall be personal to the Parties and shall not be capable of assignment either wholly or in part.

2.2 Neither Party is nor shall at any time hold itself out as agent for the other or pledge the credit of the other for any purpose.

2.3 The Council shall be responsible for leading the process of acquisition, development and Disposal of the Land in accordance with the terms and conditions of this Agreement.

**3 TITLE OF THE LAND**

3.1 The Council shall investigate the title to the Land and shall warrant to WDA that the vendor has a good and marketable freehold or leasehold title to the land.

3.2 Once title to the Land has been warranted by the Council to WDA as aforesaid the Council may, upon giving WDA not less than ten Working Days notice, require WDA to make the Payment to the Council.

3.3 The Council shall apply the whole of the Payment to the acquisition of the Land.

3.4 The Council will acquire the Land in its name and upon registration of the transfer of the Land at H M Land Registry the Council will apply jointly with WDA for a restriction to be noted at H M Land Registry in respect of the title to the Land providing that except under an order of the Registrar no disposition by the registered proprietor of the property comprised in the title is to be registered without the consent of WDA pursuant to this Agreement.

#### 4 MANAGEMENT OF THE LAND

4.1 Subject to paragraph 4.2 below the Council shall manage the Land in accordance with principles of good estate management and shall keep any buildings on the Land insured at the Council's expense with a reputable insurance office for the full replacement value thereof in respect of such risks as a prudent estate owner would insure having regard to the nature and state of repair of the buildings so insured and the interest of WDA in the Land shall be noted on any such policy of insurance and the Council shall, upon being requested to do so by WDA, produce the policy of insurance and evidence of the payment up to date of all premiums.

4.2 The Council shall not effect a Disposal by way of lease or licence to any third party to occupy any part of the Land without the consent of WDA, such consent not to be unreasonably withheld.

#### 5 DEVELOPMENT OF LAND

5.1 The Council shall use its reasonable endeavours to develop, redevelop or improve the Land in accordance with the Objective, subject to any such proposals being approved by the WDA, such approval not to be unreasonably withheld having regard to the said Objective.

5.2 The Council shall provide WDA with such reports as WDA may reasonably require from time to time on the Council's fulfilment of its obligation under sub-paragraph 5.1 above and, without prejudice to the generality of the foregoing, WDA will specify their reporting requirements to the Council and WDA shall not be obliged to make the Payment until the Council have notified to WDA the Council's agreement to the said requirements.

#### 6 DISPOSAL OF THE LAND

6.1 The timing and marketing of all or part of the Land for Disposal shall be agreed by WDA, such consent not to be unreasonably withheld having regard to the Objective.

6.2 The Council shall in respect of each Disposal use all reasonable endeavours to secure sales or lettings of the Land at the best prices or rents then reasonably obtainable in the open market as appropriate having regard to market conditions and the Objective and in the case of a proposed sale or letting for a consideration less than the best that can be reasonably obtained the Council will secure the prior consent of WDA (such consent not to be unreasonably withheld) and thereafter the Council will proceed with all due diligence to seek the consent of the Secretary of State to such sales or lettings in accordance with the provisions of Section 123 of the Local Government Act 1972.

6.3 The Council shall not make a Disposal by way of lease without first providing WDA with full particulars and securing the approval of WDA to the terms including any premium and/or rent reserved by any such lease (which approval shall not be unreasonably withheld having regard to the Objective).

7 DISTRIBUTION OF RECEIPTS

7.1 Subject to paragraph 7.2 below the Council shall pay to WDA upon

(a) a Disposal of all of the Land,

(b) each Disposal of part of the Land, and

(c) any other event giving rise to a Receipt

the total amount of the Receipt or that part of the Receipt equivalent to the proportion that the Payment plus the amount of any WDA financial contribution to the cost of works and infrastructure connected with the Land, bears to the aggregate of the original purchase price of the Land plus the total cost of works or infrastructure connected with and benefiting the Land carried out by the Council and WDA.

7.2 Upon each distribution of a Receipt under Clause 7.1 above the Council shall also be entitled to credit in a reasonable sum representing the Council's accrued costs in managing the Land, including the costs of insurance.

7.3 Each Receipt or WDA's share thereof, as the case may be, shall be paid to WDA within 28 days of such a Receipt accruing to the Council and if payment is not made within that period then the Council shall pay WDA interest thereon at the rate of two (2) per centum above the base rate for the time being of Lloyds Bank Plc from the end of such period of 28 days to the date of actual payment provided always that revenue Receipts may be paid to WDA on a six monthly basis.

8 PUBLIC ACCESS TO INFORMATION

8.1 Subject to paragraph 8.2 below the Council will be responsible for responding to requests from members of the public for information regarding the subject matter of this Agreement and Parties will co-ordinate public relations activity to publicise the Objective.

8.2 The financial and commercial terms of this Agreement shall remain confidential to the Parties to the same extent as such information would be "exempt" information as defined in Section 1001 and Schedule 12A of the Local Government Act 1972

9 VALUE ADDED TAX

9.1 The sums payable to WDA under this Agreement and all other supplies made shall be under or in connection with this Agreement by WDA exclusive of VAT and:-

- (a) if any such sums or supply gives rise automatically to a charge to VAT or
- (b) if any such sum or supply gives rise to a charge to VAT at the election of WDA and WDA so elects (such election being entirely at the option of WDA and being binding on the Parties)

**PROVIDED** that VAT will only be payable by the Council in respect of a taxable supply made to the Council.

9.2 Any VAT correctly chargeable in respect of any supply made by either party to the other pursuant to the terms of this Agreement shall be paid forthwith by the party receiving the supply to the party making the supply upon receipt of a valid VAT invoice issued by the party making the supply to the party receiving that supply.

9.3 Subject to the prior agreement of the Parties neither party shall issue a VAT invoice such that a tax point for VAT purposes is created to a date earlier than would be the case had such VAT invoice not been issued.

9.4 In the event that either party shall have issued a VAT invoice to the other for a supply made pursuant to the terms of this Agreement but the amount of VAT charged thereby proves to be inadequate, the party that issued such VAT invoice shall issue a further VAT invoice in relation to the balance of the VAT.

10 PARTIES STATUTORY POWERS

10.1 Nothing herein contained or implied shall prejudice or affect any of the statutory rights, powers or, duties and obligations for the time being vested in WDA and all

such rights powers and duties shall be enforceable and exercisable by WDA as fully and freely as if this Agreement had not been executed

10.2 Nothing herein contained or implied shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority including (but without prejudice to the foregoing) its functions as a local planning authority and the rights powers obligations and duties of the Council under all public or private statutes byelaws orders and regulations may be as fully and effectually exercised as if the Council was not a party to this Agreement

## 11 COSTS

11.1 Each party shall bear the fees and disbursements of its own professional advisers in connection with the negotiations and preparation of this Agreement or any addition or amendment thereto.

11.2 The Council's reasonable and proper costs incurred in the acquisition of the Land will be met by the Council and credited to the Council's input for the purposes of calculating Receipts in accordance with paragraph 7.1 above.

## 12 ENTIRE AGREEMENT AND VARIATION

12.1 The letter of offer for the Payment by the WDA to the Council dated [ ] and the terms and conditions of this Agreement shall constitute the entire agreement between the parties relating to the Payment to the exclusion of any antecedent agreement or statement whether in writing or implied.

12.2 No variation of this Agreement shall be effective unless it is in writing and signed by WDA and the Council.

## 13 NON-WAIVER

13.1 The failure of either party at any time or times to require a performance by the other party of any provision of this Agreement shall in no way affect the rights of such Party to require performance of that or any provision and any waiver by either party of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision a waiver of the provision itself or a waiver of any other right under this Agreement.

## 14 DEFINITIONS

In this Agreement and in the Recitals and Schedules the following words and expressions unless the context otherwise requires shall have the following meanings:-

"Agreement" means the agreement created by the Council's acceptance of the offer of the Payment on these terms and conditions

"the Council" means [ Council of [address] and any successor Authority

"Disposal" means the creation grant surrender or transfer of any legal equitable estate interest or right in the Land,

"the Land" means the land more particularly described in the schedule and shown for the purposes of identification only in the plan annexed to this Agreement,

"Objective" means the objective of the Parties set out at paragraph 1.1.

"Parties" means WDA and the Council.

"Payment" means the sum mentioned in Schedule 1 payable by WDA to the Council on the terms set out in this Agreement,

"Receipt" means in respect of the Disposal of the Land or each Disposal of part of the Land, as the case may be, the aggregate of all sums whether of a capital nature or otherwise received by or on behalf of the Council or the proceeds of any policy of insurance relating to the land,

"WDA" means the Welsh Development Agency of Principality House, The Friary, Cardiff

"Working Day" means a day on which clearing banks in the city of London are (or would be but for a strike or lock-out or other stoppage affecting particular banks or bank generally open during banking hours.

## 15 INTERPRETATION

In this Agreement where the context so admits:-

15.1 any reference to an Act of Parliament includes any modification extension replacement or re-enactment thereof for the time being in force and also all instruments, orders, plans, regulations, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom,

15.2 words importing gender include every gender,

15.3 the singular number includes the plural and vice versa and reference to natural persons includes bodies and vice versa,

15.4 the Clause and Schedule headings are for convenience only and shall be ignored for the purposes of construction,

15.5 references to Recitals, Clauses, Schedules, paragraphs, sub-paragraphs and annexures are unless otherwise stated to be references to the Clauses, Schedules, paragraphs, sub-paragraphs and annexures of this agreement

15.6 an obligation not to do or omit to do something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done or omitted to be done,

15.7 an obligation to do something shall include an obligation to seek to procure that it is done,

15.8 all approvals, consents, agreements, certificates and notifications required pursuant to this agreement shall be in writing,

15.9 references to land or other property include each and every part thereof and any buildings structures alterations additions improvements or other developments thereon,

15.10 where approval or consent is not to be unreasonably withheld it shall not be unreasonably delayed.

#### SCHEDULE 1

#### [The Payment]









Acquisition	70,000
Fees etc	1,050
WDA grant aid	71,050

#### SCHEDULE 2

#### [Description of land including reference to plan]

Castlegate Hotel No 4 Castle Terrace Pembroke

### ADDITIONS

-  CYMDEITHAS TAI DEWI SANT
-  RAYGLOW
-  EX SERVICES
-  STUART BOLTON
-  ARMY CADETS
-  UNKNOWN - MISS RUTH THOMAS
-  S.P.D.C.
-  GEORGE CLARKE

### KEY

*Southcoast of the  
Pembroke  
Plan to Stephen  
on 3/19/50  
G.L.M.*

# PEMBROKE



15.4 the Clause and Schedule headings are for convenience only and shall be ignored for the purposes of construction.

15.5 references to Recitals, Clauses, Schedules, paragraphs, sub-paragraphs and annexures are unless otherwise stated to be references to the Clauses, Schedules, paragraphs, sub-paragraphs and annexures of this agreement

15.6 an obligation not to do or omit to do something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done or omitted to be done,

15.7 an obligation to do something shall include an obligation to seek to procure that it is done,

15.8 all approvals, consents, agreements, certificates and notifications required pursuant to this agreement shall be in writing,

15.9 references to land or other property include each and every part thereof and any buildings structures alterations additions improvements or other developments thereon,

15.10 where approval or consent is not to be unreasonably withheld it shall not be unreasonably delayed.

SCHEDULE 1

[The Payment]

Acquisition	70,000
Fees etc	<u>1,050</u>
WDA grant aid	71,050

SCHEDULE 2

[Description of land including reference to plan]

Castlegate Hotel No 4 Castle Terrace Pembroke





23 June 1997

Our ref: EE/GJR/HP

Mr Bryn Parry Jones  
Chief Executive  
Pembrokeshire County Council  
Cambria House  
Haverfordwest  
SA61 1TP  
Dear Sir  
Land at Northgate Street  
Mills & Allen

*Dear Sir*

This is a letter of offer to your Council ("the Council") by the Welsh Development Agency ("WDA") of a payment to enable the Council to acquire the above named property.

The payment will be made under WDA's powers under section 15(2) of the Welsh Development Agency Act 1975 ("the WDA Act") and in accordance with the "Urban Development Guidelines" issued by the Secretary of State for Wales with the approval of the Treasury (issue 2, July 1994) in particular paragraph 4.6 thereof.

In deciding to offer the payment to the Council the WDA has concluded, pursuant to its function under section 1(2)(d) of the WDA Act to further the improvement of the environment in Wales (having regard to existing amenity), that the improvement of the environment of Castle Pond area of Pembroke will be furthered by the acquisition of the property referred to above by the Council in order to provide a realistic redevelopment opportunity at an extremely prominent entrance to the historic town of Pembroke. This need has been recognised by the WDA's Urban Programme which has been approved by the Secretary of State for Wales, following consultation by WDA with interested local authorities under section 1(14) of the WDA Act.

The amount of the payment and terms and conditions on which the payment offered are attached to this letter.

If the Council wishes to accept the offer of the payment the duplicate of this letter should be signed by an authorised officer of the Council and returned to the WDA by way of acceptance.

Yours faithfully

*Elfed Evans*

Elfed Evans

Managing Development

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WEST WALES DIVISION

WELSH DEVELOPMENT AGENCY

LLYS-Y-DRAIG, PENLLERGABR BUSINESS PARK

PENLLERGABR, SWANSEA, SA4 1LL

TEL: 01792 222428

FAX: 01792 222434

EMAIL: enquiries@wda.co.uk

RHANBARTH GORLLLEWIN CYMRU

AVDURDOD DATBLYGU CYMRU

LLYS-Y-DRAIG, PARC BUSNES PENLLERGABR

PENLLERGABR, ABERTAWB, SA4 1LL

FFON: 01792 222428

FFACS: 01792 222434

EBOST: enquiries@wda.co.uk

**Land at Northgate Street  
Mills & Allen**

The offer of payment set out in this letter is accepted on the terms and conditions attached.

(signed)

Designation

On behalf of [ ] Council.

**WELSH DEVELOPMENT AGENCY ACT 1975, SECTION 15  
TERMS AND CONDITIONS OF PAYMENT  
LAND ACQUISITIONS**

**THIS AGREEMENT** is made the 24th day of June 1997 **BETWEEN WDA** of the one part and **The Council** of the other part.

**1 OBJECTIVE**

1.1 The Objective of this Agreement made pursuant to the provisions of Section 15 of the Welsh Development Agency Act 1975 shall be to further the implementation of the Pembroke and Pembroke Dock Development plan in the manner set out in 1.2 below.

1.2 The Council will acquire the Land in conjunction with WDA in order for the Council to undertake the development, redevelopment or improvement of the Land subject to and in accordance with the terms and conditions of this Agreement.

**2 RELATIONSHIP OF THE PARTIES**

2.1 This Agreement

- (a) shall not constitute or be deemed to constitute a partnership between the Parties.
- (b) shall be personal to the Parties and shall not be capable of assignment either wholly or in part.

2.2 Neither Party is nor shall at any time hold itself out as agent for the other or pledge the credit of the other for any purpose.

2.3 The Council shall be responsible for leading the process of acquisition, development and Disposal of the Land in accordance with the terms and conditions of this Agreement.

**3 TITLE OF THE LAND**

3.1 The Council shall investigate the title to the Land and shall warrant to WDA that the vendor has a good and marketable freehold or leasehold title to the land.

3.2 Once title to the Land has been warranted by the Council to WDA as aforesaid the Council may, upon giving WDA not less than ten Working Days notice, require WDA to make the Payment to the Council.

3.3 The Council shall apply the whole of the Payment to the acquisition of the Land.

3.4 The Council will acquire the Land in its name and upon registration of the transfer of the Land at H M Land Registry the Council will apply jointly with WDA for a restriction to be noted at H M Land Registry in respect of the title to the Land providing that except under an order of the Registrar no disposition by the registered proprietor of the property comprised in the title is to be registered without the consent of WDA pursuant to this Agreement.

#### 4 MANAGEMENT OF THE LAND

4.1 Subject to paragraph 4.2 below the Council shall manage the Land in accordance with principles of good estate management and shall keep any buildings on the Land insured at the Council's expense with a reputable insurance office for the full replacement value thereof in respect of such risks as a prudent estate owner would insure having regard to the nature and state of repair of the buildings so insured and the interest of WDA in the Land shall be noted on any such policy of insurance and the Council shall, upon being requested to do so by WDA, produce the policy of insurance and evidence of the payment up to date of all premiums.

4.2 The Council shall not effect a Disposal by way of lease or licence to any third party to occupy any part of the Land without the consent of WDA, such consent not to be unreasonably withheld.

#### 5 DEVELOPMENT OF LAND

5.1 The Council shall use its reasonable endeavours to develop, redevelop or improve the Land in accordance with the Objective, subject to any such proposals being approved by the WDA, such approval not to be unreasonably withheld having regard to the said Objective.

5.2 The Council shall provide WDA with such reports as WDA may reasonably require from time to time on the Council's fulfilment of its obligation under sub-paragraph 5.1 above and, without prejudice to the generality of the foregoing, WDA will specify their reporting requirements to the Council and WDA shall not be obliged to make the Payment until the Council have notified to WDA the Council's agreement to the said requirements.

#### 6 DISPOSAL OF THE LAND

6.1 The timing and marketing of all or part of the Land for Disposal shall be agreed by WDA, such consent not to be unreasonably withheld having regard to the Objective.

DISTRIBUTION OF RECEIPTS

6.2 The Council shall in respect of each Disposal use all reasonable endeavours to secure sales or lettings of the Land at the best prices or rents then reasonably obtainable in the open market as appropriate having regard to market conditions and the Objective and in the case of a proposed sale or letting for a consideration less than the best that can be reasonably obtained the Council will secure the prior consent of WDA (such consent not to be unreasonably withheld) and thereafter the Council will proceed with all due diligence to seek the consent of the Secretary of State to such sales or lettings in accordance with the provisions of Section 123 of the Local Government Act 1972.

6.3 The Council shall not make a Disposal by way of lease without first providing WDA with full particulars and securing the approval of WDA to the terms including any premium and/or rent reserved by any such lease (which approval shall not be unreasonably withheld having regard to the Objective).

7.1 Subject to paragraph 7.2 below the Council shall pay to WDA upon

- (a) a Disposal of all of the Land,
- (b) each Disposal of part of the Land, and
- (c) any other event giving rise to a Receipt

the total amount of the Receipt or that part of the Receipt equivalent to the proportion that the Payment plus the amount of any WDA financial contribution to the cost of works and infrastructure connected with the Land, bears to the aggregate of the original purchase price of the Land plus the total cost of works or infrastructure connected with and benefiting the Land carried out by the Council and WDA.

7.2 Upon each distribution of a Receipt under Clause 7.1 above the Council shall also be entitled to credit in a reasonable sum representing the Council's accrued costs in managing the Land, including the costs of insurance.

7.3 Each Receipt or WDA's share thereof, as the case may be, shall be paid to WDA within 28 days of such a Receipt accruing to the Council and if payment is not made within that period then the Council shall pay WDA interest thereon at the rate of two (2) per centum above the base rate for the time being of Lloyds Bank Plc from the end of such period of 28 days to the date of actual payment provided always that revenue Receipts may be paid to WDA on a six monthly basis.

8.1 Subject to paragraph 8.2 below the Council will be responsible for responding to requests from members of the public for information regarding the subject matter of this Agreement and Parties will co-ordinate public relations activity to publicise the Objective.

8.2 The financial and commercial terms of this Agreement shall remain confidential to the Parties to the same extent as such information would be "exempt" information as defined in Section 1001 and Schedule 12A of the Local Government Act 1972

9 VALUE ADDED TAX

9.1 The sums payable to WDA under this Agreement and all other supplies made shall be under or in connection with this Agreement by WDA exclusive of VAT and:-

- (a) if any such sums or supply gives rise automatically to a charge to VAT or
- (b) if any such sum or supply gives rise to a charge to VAT at the election of WDA and WDA so elects (such election being entirely at the option of WDA and being binding on the Parties)

**PROVIDED** that VAT will only be payable by the Council in respect of a taxable supply made to the Council.

9.2 Any VAT correctly chargeable in respect of any supply made by either party to the other pursuant to the terms of this Agreement shall be paid forthwith by the party receiving the supply to the party making the supply upon receipt of a valid VAT invoice issued by the party making the supply to the party receiving that supply.

9.3 Subject to the prior agreement of the Parties neither party shall issue a VAT invoice such that a tax point for VAT purposes is created to a date earlier than would be the case had such VAT invoice not been issued.

9.4 In the event that either party shall have issued a VAT invoice to the other for a supply made pursuant to the terms of this Agreement but the amount of VAT charged thereby proves to be inadequate, the party that issued such VAT invoice shall issue a further VAT invoice in relation to the balance of the VAT.

10 PARTIES STATUTORY POWERS

10.1 Nothing herein contained or implied shall prejudice or affect any of the statutory rights, powers or, duties and obligations for the time being vested in WDA and all

10.2 Nothing herein contained or implied shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority including (but without prejudice to the foregoing) its functions as a local planning authority and the rights powers obligations and duties of the Council under all public or private statutes byelaws orders and regulations may be as fully and effectually exercised as if the Council was not a party to this Agreement

11 COSTS

11.1 Each party shall bear the fees and disbursements of its own professional advisers in connection with the negotiations and preparation of this Agreement or any addition or amendment thereto.

11.2 The Council's reasonable and proper costs incurred in the acquisition of the Land will be met by the Council and credited to the Council's input for the purposes of calculating Receipts in accordance with paragraph 7.1 above.

12 ENTIRE AGREEMENT AND VARIATION

12.1 The letter of offer for the Payment by the WDA to the Council dated [ ] and the terms and conditions of this Agreement shall constitute the entire agreement between the parties relating to the Payment to the exclusion of any antecedent agreement or statement whether in writing or implied.

12.2 No variation of this Agreement shall be effective unless it is in writing and signed by WDA and the Council.

13 NON-WAIVER

13.1 The failure of either party at any time or times to require a performance by the other party of any provision of this Agreement shall in no way affect the rights of such Party to require performance of that or any provision and any waiver by either party of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision a waiver of the provision itself or a waiver of any other right under this Agreement.

14 DEFINITIONS

In this Agreement and in the Recitals and Schedules the following words and expressions unless the context otherwise requires shall have the following meanings:-

"Agreement" means the agreement created by the Council's acceptance of the offer of the Payment on these terms and conditions

"the Council" means [ Council of [address]and any successor Authority

"Disposal" means the creation grant surrender or transfer of any legal equitable estate interest or right in the Land,

"the Land" means the land more particularly described in the schedule and shown for the purposes of identification only in the plan annexed to this Agreement,

"Objective" means the objective of the Parties set out at paragraph 1.1.

"Parties" means WDA and the Council.

"Payment" means the sum mentioned in Schedule 1 payable by WDA to the Council on the terms set out in this Agreement,

"Receipt" means in respect of the Disposal of the Land or each Disposal of part of the Land, as the case may be, the aggregate of all sums whether of a capital nature or otherwise received by or on behalf of the Council or the proceeds of any policy of insurance relating to the land,

"WDA" means the Welsh Development Agency of Principality House, The Friary, Cardiff

"Working Day" means a day on which clearing banks in the city of London are (or would be but for a strike or lock-out or other stoppage affecting particular banks or bank generally open during banking hours.

15 INTERPRETATION

In this Agreement where the context so admits:-

15.1 any reference to an Act of Parliament includes any modification extension replacement or re-enactment thereof for the time being in force and also all instruments, orders, plans, regulations, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom,

15.2 words importing gender include every gender,

15.3 the singular number includes the plural and vice versa and reference to natural persons includes bodies and vice versa,

Land at Northgate Street Pembroke - Mills & Allen

**SCHEDULE 2**  
**[Description of land including**  
**reference to plan]**

Acquisition cost £61,623.82

**SCHEDULE 1**  
**[The Payment]**

- 15.4 the Clause and Schedule headings are for convenience only and shall be ignored for the purposes of construction,
- 15.5 references to Recitals, Clauses, Schedules, paragraphs, sub-paragraphs and annexures are unless otherwise stated to be references to the Clauses, Schedules, paragraphs, sub-paragraphs and annexures of this agreement
- 15.6 an obligation not to do or omit to do something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done or omitted to be done,
- 15.7 an obligation to do something shall include an obligation to seek to procure that it is done,
- 15.8 all approvals, consents, agreements, certificates and notifications required pursuant to this agreement shall be in writing,
- 15.9 references to land or other property include each and every part thereof and any buildings structures alterations additions improvements or other developments thereon,
- 15.10 where approval or consent is not to be unreasonably withheld it shall not be unreasonably delayed.

# ADDITIONS

- RAYGLOW
- EX SERVICES
- STUART BOLTON
- ARMY CADETS
- UNKNOWN - MISS RUTH THOMAS
- S.P.D.C.
- GEORGE CLARKE

## KEY



*Small copy of the plan to Stephen Wilson on 3/19/54 request*

# PEMBROKE





23 June 1997

Our ref: EE/GJR/HP

Mr Bryn Parry Jones  
Chief Executive  
Pembrokeshire County Council  
Cambria House  
Haverfordwest  
SA61 1TP

Dear Sir *Bryn Parry Jones*

8 Northgate Street - Raja Tandoori

This is a letter of offer to your Council ("the Council") by the Welsh Development Agency ("WDA") of a payment to enable the Council to acquire the above named property.

The payment will be made under WDA's powers under section 15(2) of the Welsh Development Agency Act 1975 ("the WDA Act"), and in accordance with the "Urban Development Guidelines" issued by the Secretary of State for Wales with the approval of the Treasury (issue 2, July 1994) in particular paragraph 4.6 thereof.

In deciding to offer the payment to the Council the WDA has concluded, pursuant to its function under section 1(2)(d) of the WDA Act to further the improvement of the environment in Wales (having regard to existing amenity), that the improvement of the environment of Castle Pond area of Pembroke will be furthered by the acquisition of the property referred to above by the Council in order to provide a realistic redevelopment opportunity at an extremely prominent entrance to the historic town of Pembroke. This need has been recognised by the WDA's Urban Programme which has been approved by the Secretary of State for Wales, following consultation by WDA with interested local authorities under section 1(14) of the WDA Act.

The amount of the payment and terms and conditions on which the payment offered are attached to this letter.

If the Council wishes to accept the offer of the payment the duplicate of this letter should be signed by an authorised officer of the Council and returned to the WDA by way of acceptance.

Yours faithfully

*Elfed Evans*

Managing Development  
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WEST WALES DIVISION  
WELSH DEVELOPMENT AGENCY  
Llys-y-ddraig, Penllegar Business Park  
Penllegar, Swansea, SA4 1LL  
TEL: 01792 222428  
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EMAIL: [enquiries@wda.co.uk](mailto:enquiries@wda.co.uk)

RHANBARTH GORLLEWIN CYMRU  
AWDURDOD DATBLYGU CYMRU  
Llys-y-ddraig, Parc Busnes Penllegar  
Penllegar, Abertawe, SA4 1LL  
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Ffacs: 01792 222498  
E-bost: [enquiries@wda.co.uk](mailto:enquiries@wda.co.uk)

For general enquiries telephone 0345 775577 or Email [enquiries@wda.co.uk](mailto:enquiries@wda.co.uk). Internet <http://www.wda.co.uk>  
Am wybodaeth gyffredinol ffoniwch 0345 775566 neu anfonwch gyda'r E-bost [enquiries@wda.co.uk](mailto:enquiries@wda.co.uk). Internet <http://www.wda.co.uk>

**8 Northgate Street - Raja Tandoori**

The offer of payment set out in this letter is accepted on the terms and conditions attached.

(signed)

Designation

On behalf of [ ] Council.

**WELSH DEVELOPMENT AGENCY ACT 1975, SECTION 15  
TERMS AND CONDITIONS OF PAYMENT  
LAND ACQUISITIONS**

**THIS AGREEMENT** is made the 24th day of June 1997 **BETWEEN WDA** of the one part and **The Council** of the other part.

**1 OBJECTIVE**

1.1 The Objective of this Agreement made pursuant to the provisions of Section 15 of the Welsh Development Agency Act 1975 shall be to further the implementation of the Pembroke and Pembroke Dock Development plan in the manner set out in 1.2 below.

1.2 The Council will acquire the Land in conjunction with WDA in order for the Council to undertake the development, redevelopment or improvement of the Land subject to and in accordance with the terms and conditions of this Agreement.

**2 RELATIONSHIP OF THE PARTIES**

2.1 This Agreement

(a) shall not constitute or be deemed to constitute a partnership between the Parties.

(b) shall be personal to the Parties and shall not be capable of assignment either wholly or in part.

2.2 Neither Party is nor shall at any time hold itself out as agent for the other or pledge the credit of the other for any purpose.

2.3 The Council shall be responsible for leading the process of acquisition, development and Disposal of the Land in accordance with the terms and conditions of this Agreement.

**3 TITLE OF THE LAND**

3.1 The Council shall investigate the title to the Land and shall warrant to WDA that the vendor has a good and marketable freehold or leasehold title to the land.

3.2 Once title to the Land has been warranted by the Council to WDA as aforesaid the Council may, upon giving WDA not less than ten Working Days notice, require WDA to make the Payment to the Council.

3.3 The Council shall apply the whole of the Payment to the acquisition of the Land.

3.4 The Council will acquire the Land in its name and upon registration of the transfer of the Land at H M Land Registry the Council will apply jointly with WDA for a restriction to be noted at H M Land Registry in respect of the title to the Land providing that except under an order of the Registrar no disposition by the registered proprietor of the property comprised in the title is to be registered without the consent of WDA pursuant to this Agreement.

#### 4 MANAGEMENT OF THE LAND

4.1 Subject to paragraph 4.2 below the Council shall manage the Land in accordance with principles of good estate management and shall keep any buildings on the Land insured at the Council's expense with a reputable insurance office for the full replacement value thereof in respect of such risks as a prudent estate owner would insure having regard to the nature and state of repair of the buildings so insured and the interest of WDA in the Land shall be noted on any such policy of insurance and the Council shall, upon being requested to do so by WDA, produce the policy of insurance and evidence of the payment up to date of all premiums.

4.2 The Council shall not effect a Disposal by way of lease or licence to any third party to occupy any part of the Land without the consent of WDA, such consent not to be unreasonably withheld.

#### 5 DEVELOPMENT OF LAND

5.1 The Council shall use its reasonable endeavours to develop, redevelop or improve the Land in accordance with the Objective, subject to any such proposals being approved by the WDA, such approval not to be unreasonably withheld having regard to the said Objective.

5.2 The Council shall provide WDA with such reports as WDA may reasonably require from time to time on the Council's fulfilment of its obligation under sub-paragraph 5.1 above and, without prejudice to the generality of the foregoing, WDA will specify their reporting requirements to the Council and WDA shall not be obliged to make the Payment until the Council have notified to WDA the Council's agreement to the said requirements.

#### 6 DISPOSAL OF THE LAND

6.1 The timing and marketing of all or part of the Land for Disposal shall be agreed by WDA, such consent not to be unreasonably withheld having regard to the Objective.

DISTRIBUTION OF RECEIPTS

6.2 The Council shall in respect of each Disposal use all reasonable endeavours to secure sales or lettings of the Land at the best prices or rents then reasonably obtainable in the open market as appropriate having regard to market conditions and the Objective and in the case of a proposed sale or letting for a consideration less than the best that can be reasonably obtained the Council will secure the prior consent of WDA (such consent not to be unreasonably withheld) and thereafter the Council will proceed with all due diligence to seek the consent of the Secretary of State to such sales or lettings in accordance with the provisions of Section 123 of the Local Government Act 1972.

6.3 The Council shall not make a Disposal by way of lease without first providing WDA with full particulars and securing the approval of WDA to the terms including any premium and/or rent reserved by any such lease (which approval shall not be unreasonably withheld having regard to the Objective).

7.1 Subject to paragraph 7.2 below the Council shall pay to WDA upon

- (a) a Disposal of all of the Land,
- (b) each Disposal of part of the Land, and
- (c) any other event giving rise to a Receipt

the total amount of the Receipt or that part of the Receipt equivalent to the proportion that the Payment plus the amount of any WDA financial contribution to the cost of works and infrastructure connected with the Land, bears to the aggregate of the original purchase price of the Land plus the total cost of works or infrastructure connected with and benefiting the Land carried out by the Council and WDA.

7.2 Upon each distribution of a Receipt under Clause 7.1 above the Council shall also be entitled to credit in a reasonable sum representing the Council's accrued costs in managing the Land, including the costs of insurance.

7.3 Each Receipt or WDA's share thereof, as the case may be, shall be paid to WDA within 28 days of such a Receipt accruing to the Council and if payment is not made within that period then the Council shall pay WDA interest thereon at the rate of two (2) per centum above the base rate for the time being of Lloyds Bank Plc from the end of such period of 28 days to the date of actual payment provided always that revenue Receipts may be paid to WDA on a six monthly basis.

8.1 Subject to paragraph 8.2 below the Council will be responsible for responding to requests from members of the public for information regarding the subject matter of this Agreement and Parties will co-ordinate public relations activity to publicise the Objective.

8.2 The financial and commercial terms of this Agreement shall remain confidential to the Parties to the same extent as such information would be "exempt" information as defined in Section 100I and Schedule 12A of the Local Government Act 1972

9 VALUE ADDED TAX

9.1 The sums payable to WDA under this Agreement and all other supplies made shall be under or in connection with this Agreement by WDA exclusive of VAT and:-

- (a) if any such sums or supply gives rise automatically to a charge to VAT or
- (b) if any such sum or supply gives rise to a charge to VAT at the election of WDA and WDA so elects (such election being entirely at the option of WDA and being binding on the Parties)

**PROVIDED** that VAT will only be payable by the Council in respect of a taxable supply made to the Council.

9.2 Any VAT correctly chargeable in respect of any supply made by either party to the other pursuant to the terms of this Agreement shall be paid forthwith by the party receiving the supply to the party making the supply upon receipt of a valid VAT invoice issued by the party making the supply to the party receiving that supply.

9.3 Subject to the prior agreement of the Parties neither party shall issue a VAT invoice such that a tax point for VAT purposes is created to a date earlier than would be the case had such VAT invoice not been issued.

9.4 In the event that either party shall have issued a VAT invoice to the other for a supply made pursuant to the terms of this Agreement but the amount of VAT charged thereby proves to be inadequate, the party that issued such VAT invoice shall issue a further VAT invoice in relation to the balance of the VAT.

10 PARTIES STATUTORY POWERS

10.1 Nothing herein contained or implied shall prejudice or affect any of the statutory rights, powers or, duties and obligations for the time being vested in WDA and all

10.2 Nothing herein contained or implied shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority, including (but without prejudice to the foregoing) its functions as a local planning authority and the rights powers obligations and duties of the Council under all public or private statutes byelaws orders and regulations may be as fully and effectually exercised as if the Council was not a party to this Agreement and freely as if this Agreement had not been executed such rights powers and duties shall be enforceable and exercisable by WDA as fully

11 COSTS

11.1 Each party shall bear the fees and disbursements of its own professional advisers in connection with the negotiations and preparation of this Agreement or any addition or amendment thereto.

11.2 The Council's reasonable and proper costs incurred in the acquisition of the Land will be met by the Council and credited to the Council's input for the purposes of calculating Receipts in accordance with paragraph 7.1 above.

12 ENTIRE AGREEMENT AND VARIATION

12.1 The letter of offer for the Payment by the WDA to the Council dated [ ] and the terms and conditions of this Agreement shall constitute the entire agreement between the parties relating to the Payment to the exclusion of any antecedent agreement or statement whether in writing or implied.

12.2 No variation of this Agreement shall be effective unless it is in writing and signed by WDA and the Council.

13 NON-WAIVER

13.1 The failure of either party at any time or times to require a performance by the other party of any provision of this Agreement shall in no way affect the rights of such Party to require performance of that or any provision and any waiver by either party of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision a waiver of the provision itself or a waiver of any other right under this Agreement.

14 DEFINITIONS

In this Agreement and in the Recitals and Schedules the following words and expressions unless the context otherwise requires shall have the following meanings:-

"Agreement" means the agreement created by the Council's acceptance of the offer of the Payment on these terms and conditions

"the Council" means [ Council of [address] and any successor Authority

"Disposal" means the creation grant surrender or transfer of any legal equitable estate interest or right in the Land,

"the Land" means the land more particularly described in the schedule and shown for the purposes of identification only in the plan annexed to this Agreement,

"Objective" means the objective of the Parties set out at paragraph 1.1.

"Parties" means WDA and the Council.

"Payment" means the sum mentioned in Schedule 1 payable by WDA to the Council on the terms set out in this Agreement,

"Receipt" means in respect of the Disposal of the Land or each Disposal of part of the Land, as the case may be, the aggregate of all sums whether of a capital nature or otherwise received by or on behalf of the Council or the proceeds of any policy of insurance relating to the land,

"WDA" means the Welsh Development Agency of Principality House, The Friary, Cardiff

"Working Day" means a day on which clearing banks in the city of London are (or would be but for a strike or lock-out or other stoppage affecting particular banks or bank generally open during banking hours.

## 15 INTERPRETATION

In this Agreement where the context so admits:-

15.1 any reference to an Act of Parliament includes any modification extension replacement or re-enactment thereof for the time being in force and also all instruments, orders, plans, regulations, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom,

15.2 words importing gender include every gender,

15.3 the singular number includes the plural and vice versa and reference to natural persons includes bodies and vice versa,

15.4 the Clause and Schedule headings are for convenience only and shall be ignored for the purposes of construction,

15.5 references to Recitals, Clauses, Schedules, paragraphs, sub-paragraphs and annexures are unless otherwise stated to be references to the Clauses, Schedules, paragraphs, sub-paragraphs and annexures of this agreement

15.6 an obligation not to do or omit to do something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done or omitted to be done,

15.7 an obligation to do something shall include an obligation to seek to procure that it is done,

15.8 all approvals, consents, agreements, certificates and notifications required pursuant to this agreement shall be in writing,

15.9 references to land or other property include each and every part thereof and any buildings structures alterations additions improvements or other developments thereon,

15.10 where approval or consent is not to be unreasonably withheld it shall not be unreasonably delayed.










**SCHEDULE 1**  
**[The Payment]**

Acquisition	20,000
Fees etc	548.15
WDA grant aid	20,548.15

**SCHEDULE 2**  
**[Description of land including reference to plan]**

8 Northgate Street Pembroke  
Raja Tandoori

### ADDITIONS

-  RAYGLOW & NORTHGATE AVAILABLE 27/0/00
-  CYMDEITHAS TAI DEWI SANT
-  RAYGLOW
-  EX SERVICES
-  STUART BOLTON
-  ARMY CADETS
-  UNKNOWN - MISS RUTH THOMAS
-  S.P.D.C.
-  GEORGE CLARKE

### KEY

# PEMBROKE

*Southcoast of the  
Plan to Stephen Thomas  
on 3/1/95 at 11:00am  
Glad*

