

Full name: Loan agreement.

**DATED**

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**LOAN AGREEMENT**

**between**

**MAIDSTONE BOROUGH COUNCIL**

**And**

**Cobtree Manor Estate Trust Ltd**

Mid Kent Legal Services  
Maidstone Borough Council  
Matter Ref: M0 [ ]

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THIS DEED is made between

**PARTIES**

- (1) **Maidstone Borough Council** whose principal address is at Maidstone House, (**the Authority**).
- (2) **Cobtree Manor Estate Trust Ltd** a registered charity with registration number 283617 whose principal address is [ ] (the Trust) [acting by its trustees]

Chairman of Trustee and Director

**WHEREAS:**

- (A) Maidstone Borough Council is the corporate trustee of the Cobtree Manor Estate Charity and wishes to provide financial support to the Trust in its proposed improvements and ancillary works ("the Project") to the Cobtree Manor Park car park described in Schedule 1 and the accompanying attached [ plans/drawings].
- (B) Further to the Committee meeting of the 18<sup>th</sup> December, 2018 between the Trust and the Authority, it was resolved and agreed that the Authority award the sum of £[ ] 00.00 ([ ] pounds) to the Trust towards the Project.
- (D) This Agreement sets out the terms and conditions on which the Loan is made by the Authority to the Trust.
- (E) These terms and conditions are intended to ensure that the Loan is used for the purpose for which it is awarded.

**AGREED TERMS**

**1. DEFINITIONS**

In this Agreement the following terms shall have the following meanings:

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Commencement Date:** [ ] 2019

**Governing Body:** the governing body of the Trust including its directors or trustees.

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**Interest Rate:** the Bank of England Base rate plus [ ] %

**Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Loan:** the total sum of [ ] ([ ] thousand pounds sterling) to be paid to the Trust in accordance with this Agreement.

**Loan Period:** the period for which the Loan is awarded starting on the Commencement Date and ending in [ ] , and or such other date as advised and confirmed by the Authority to the Trust

**Prohibited Act:** means:

- (a) offering, giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Authority; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Authority;
- (b) entering into this Agreement or any other contract with the Authority where a commission has been paid or has been agreed to be paid by the Trust or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Authority; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Authority.

**Project:** the project described in 0 and the accompanying plan /drawing of the area.

**Project Manager:** the individual who has been nominated to represent the Authority for the purposes of this Agreement.

**Repayment Date:** the date by which the Loan must be repaid to the Authority

## 2. **PURPOSE OF LOAN**

- 2.1 The Trust shall use the Loan only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Loan shall not be used for any other purpose without the prior written agreement of the Authority.
- 2.2 The Trust shall not make any significant change to the Project without the Authority's prior written agreement.
- 2.3 Where the Trust intends to apply to a third party for other funding for the Project, it will notify the Authority in advance of its intention to do so and, where such funding is obtained, it will provide the Authority with details of the amount and purpose of that funding. The Trust agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Authority is funding in full under this Agreement.

## 3. **PAYMENT OF LOAN**

- 3.1 Subject to clause 12, the Authority shall grant the Loan to the Trust in accordance to the terms of this Agreement and subject to the necessary funds being available. The Trust agrees and accepts that payments of the Loan can only be made to the extent that the Authority has available funds.
- 3.2 No Loan shall be paid unless and until the Authority is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 **The Council makes no commitment to increase the level of the Loan and the amount of the Loan shall not be increased in the event of any overspend by the Trust in its delivery of the Project.**
- 3.4 The Loan shall be paid into the Trusts' nominated bank account as approved by the Authority, via BACS within [ ] working days. All cheques from the bank account must be signed by at least two individual representatives of the Trust.
- 3.5 The Trust shall not transfer any part of the Loan to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Authority.

3.6 The Trust shall promptly repay to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Loan monies have been paid in error before all conditions attaching to the Loan have been complied with by the Trust.

3.7 The interest rate to be applied to the Loan amount is the Bank of England Base Lending Rate plus three percent (3%) and this will be calculated on a daily basis

3.8 The Authority will allow an interest free period where no interest will be applied to the Loan up to and including the [ ] 2019. Interest will be applied from the [ ] of [ ] 20[ ]

#### 4. **USE OF LOAN**

4.1 The Loan shall be used by the Trust for the delivery of the Project in accordance with the terms of this Agreement. For the avoidance of doubt, the amount of the Loan that the Trust may spend shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Authority.

4.2 Where the Trust has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the Trust shall promptly notify the Authority of the amount of such funding with a clear description of what that funding shall be used for.

4.3 The Trust shall not use the Loan to:

- (a) make any payment to members of its [ Board and or Governing Body];
- (b) purchase buildings or land; or
- (c) pay for any expenditure commitments of the Trust entered into before the Commencement Date,

unless this has been approved in writing by the Authority.

4.4 The Trust shall not spend any part of the Loan on the delivery of the Project after the Loan Period.

4.5 Should any part of the Loan remain unspent at the end of the Loan Period, the Trust shall ensure that any unspent monies are returned to the Authority or, if agreed in writing by the Authority, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.

4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Trust to deliver the Project must be managed and paid for by the Trust using the Loan or other resources of the Trust. There will be no additional funding available from the Authority for this purpose.

## **5. ACCOUNTS AND RECORDS**

5.1 The Loan shall be shown in the Trust's accounts as a restricted fund and shall not be included under general funds.

5.2 The Trust shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Loan monies received by it.

5.3 The Trust shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Loan for a period of at least six years following receipt of any Loan monies to which they relate. The Authority shall have the right to review, at the Authority's reasonable request, the Trust's accounts and records that relate to the expenditure of the Loan and shall have the right to take copies of such accounts and records.

5.4 The Trust shall provide the Authority with a copy of its annual accounts within six months (or such lesser period as the Authority may reasonably require) of the end of the relevant financial year in respect of each year in which the Loan is paid.

5.5 The Trust shall comply and facilitate the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.

## **6. MONITORING AND REPORTING**

6.1 The Trust shall closely monitor the delivery and success of the Project throughout the Loan Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

- 6.2 The Trust shall provide the Authority with a financial report and an operational report on its use of the Loan and delivery of the Project every quarter and in such formats as the Authority may reasonably require. The Trust shall provide the Authority with each report within three months of the last day of the quarter to which it relates.
- 6.3 Where the Trust has obtained funding from a third party for its delivery of part of the Project, the Trust shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 Along with its first quarterly financial report, the Trust shall provide the Authority with a risk register and insurance review in the format provided by the Authority. The Trust shall address the health and safety of its staff in the risk register.
- 6.5 The Trust shall on request provide the Authority with such further information, explanations and documents as the Authority may reasonably require in order for it to establish that the Loan has been used properly in accordance with this Agreement.
- 6.6 The Trust shall permit any person authorised by the Authority such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Trust's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.7 The Trust shall permit any person authorised by the Authority for the purpose to visit the Trust once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Authority considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf. The Trust shall provide local transport and accommodation for such visits, the cost of which may be charged to the Authority for payment.
- 6.8 The Trust shall provide the Authority with a final report on completion of the Loan Period which shall confirm whether the Project has been successfully and properly completed.

## **7. ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 The Trust shall acknowledge the Loan in its annual report and accounts, including an acknowledgement of the Authority as the source of the Loan.



- 7.2 The Trust shall not publish any material referring to the Project or the Authority without the prior written agreement of the Authority. The Trust shall acknowledge the support of the Authority in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 7.3 In using the Authority's name and logo, the Trust shall comply with all reasonable branding guidelines issued by the Authority from time to time.
- 7.4 The Trust agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Authority.
- 7.5 The Authority may acknowledge the Trust's involvement in the Project as appropriate without prior notice.
- 7.6 The Trust shall comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Project.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Authority and the Trust agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Authority or the Trust before the Commencement Date or developed by either party during the Loan Period, shall remain the property of that party.
- 8.2 Where the Authority has provided the Trust with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Trust shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Authority.

## **9. CONFIDENTIALITY**

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all

Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
  - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## 10. FREEDOM OF INFORMATION

10.1 The Trust acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

10.2 The Trust shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the Authority with a copy of all information belonging to the Authority requested in the request for information which is in its possession or control in the form that the Authority requires within 5 working days (or such other period as the Authority may reasonably specify) of the Authority's request for such information; and

- (d) not respond directly to a request for information unless authorised in writing to do so by the Authority.

10.3 The Trust acknowledges that the Authority may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Trust. The Authority shall take reasonable steps to promptly notify the Trust of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## 11. DATA PROTECTION

The Trust shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 2018 (**DPA**) and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

## 12. WITHHOLDING, SUSPENDING AND REPAYMENT OF LOAN

12.1 The Authority's intention is that the Loan will be paid to the Trust in full. However, without prejudice to the Authority's other rights and remedies, the Authority may at its discretion withhold or suspend payment of the Loan and/or require repayment of all or part of the Loan if:

- (a) the Trust uses the Loan for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within [6 months] of the Commencement Date and the Trust has failed to provide the Authority with a reasonable explanation for the delay;
- (c) the Authority considers that the Trust has not made satisfactory progress with the delivery of the Project;
- (d) the Trust is, in the reasonable opinion of the Authority, delivering the Project in a negligent manner;
- (e) the Trust obtains duplicate funding from a third party for the Project;
- (f) the Trust obtains funding from a third party which, in the reasonable opinion of the Authority, undertakes activities that are

likely to bring the reputation of the Project or the Authority into disrepute;

- (g) the Trust provides the Authority with any materially misleading or inaccurate information;
- (h) the Trust commits or committed a Prohibited Act;
- (i) any member of the governing body, employee or volunteer of the Trust has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Authority, bring or are likely to bring the Authority's name or reputation into disrepute;
- (j) the Trust ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (k) the Trust becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- (l) the Trust fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 The Authority may retain or set off any sums owed to it by the Trust which have fallen due and payable against any sums due to the Trust under this agreement or any other agreement pursuant to which the Trust provides goods or services to the Authority.

12.3 The Trust shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.4 Should the Trust be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Authority as soon as possible so that, if possible, and without creating any legal obligation, the Authority will have an opportunity to provide assistance in resolving the problem or to take action to protect the Authority and the Loan monies.

**13. ANTI-DISCRIMINATION**

- 13.1 The Trust shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 13.2 The Trust shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Trust and all suppliers and sub-contractors engaged on the Project.

**14. HUMAN RIGHTS**

- 14.1 The Trust shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Trust were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Trust shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

**15. LIMITATION OF LIABILITY**

- 15.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Trust running the Project, the use of the Loan or from withdrawal of the Loan. The Trust shall indemnify and hold harmless the Authority, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Trust in relation to the Project, the non-fulfilment of obligations of the Trust under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Authority's liability under this Agreement is limited to the payment of the Loan.

**16. WARRANTIES**

The Trust warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Loan);
- (b) it has not committed, nor shall it commit, any Prohibited Act;

- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Authority immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Trust which has been disclosed to the Authority is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Loan;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Authority or any of the Authority's advisers, which might reasonably have influenced the decision of the Authority to make the Loan on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

## 17. **INSURANCE**

17.1 The Trust shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Trust, arising out of the Trust's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and

- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Trust shall (on request) supply to the Authority a copy of such insurance policies and evidence that the relevant premiums have been paid.

## **18. DURATION**

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Loan Period or for so long as any Loan monies remain unspent by the Trust, whichever is longer.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **19. TERMINATION**

The Authority may terminate this Agreement and any Loan payments on giving the Trust three months' written notice should it be required to do so by financial restraints or for any other reason.

## **20. ASSIGNMENT**

The Trust may not, without the prior written consent of the Authority, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Loan.

## **21. WAIVER**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

## **22. NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally

delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered (or if e-mailed) all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

**23. DISPUTE RESOLUTION**

23.1 In the event of any complaint or dispute (which does not relate to the Authority's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Authority from time to time.

23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Authority and the Chair OR Chief Executive of the Trust with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Authority and the Trust.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

**24. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Authority and the Trust, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

**25. JOINT AND SEVERAL LIABILITY**

Where the Trust is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Trust shall be jointly and severally liable for the Trust's obligations and liabilities arising under this Agreement.



26. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

DRAFT

**Schedule 1:**

**The refurbishment of the Cobtree Manor Park Car Park**

- To upgrade the existing main and lower car parks to provide 172 parking spaces in total, 10 of which will be disabled bays. This includes creating a tarmac circulation road and installing adequate drainage and surface water run-off.

**Drawing / Plan of Area**

DRAFT

**Schedule 2**

**Payment Schedule.**

That the Payment Schedule is as follows;

DRAFT

**Schedule 3**

**Repayments**

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

**THE COMMON SEAL** of  
**MAIDSTONE BOROUGH COUNCIL**

Was hereunto affixed in the presence of

)

)

)

Authorised Signatory

**EXECUTED** as a **DEED** by  
**Cobtree Manor Estates Ltd** acting by

Authorised Signatory

Director/Company Secretary



**Notes:**

- DO NOT SCALE FROM THIS DRAWING.
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THIS PROJECT.
- THE CAR PARK LAYOUT IS BASED ON THE UNCREDITED SURVEY INCLUDED WITH THE INVITATION TO TENDER ISSUED BY MAIDSTONE BOROUGH COUNCIL.

**CDM REGULATIONS 2015 - RESIDUAL RISKS -**

- EXISTING UTILITY MANS & SERVICES ARE PRESENT WITH EVIDENCE OF SERVICE TRENCHES ON SITE. THERE IS A RISK OF FURTHER UNCHARTERED SERVICES BEING PRESENT.
- THE WORKS WILL INVOLVE THE MOVEMENT OF PLANT AND MACHINERY IN AND AROUND A LIVE CARREAGEWAY SERVING THE EXISTING CAR PARK WHICH IS TO REMAIN PARTIALLY OPERATIONAL. THERE IS A RISK OF POTENTIAL CONFLICT BETWEEN PLANT/OPERATIVES AND ROAD/PEDES TRIAN USERS.

- REGRADE EXISTING TYPE 1 AND OVERLAY WITH 80mm AC22 DENSE BASE 70/100 AND 35mm AC10 CLOSE SURF 4080
- FULL DEPTH RECONSTRUCTION 80mm AC22 DENSE BASE 70/100 AND 30mm AC10 CLOSE SURF 4080 ON 35mm TYPE 1
- REGRADE EXISTING TYPE 1 AND OVERLAY WITH NOMINAL 100mm TYPE 1
- FOOTPATH CONSTRUCTION 20mm AC8 CLOSE SURF 100/150 ON 80mm AC10 DENSE BIN 100/150 ON 100mm TYPE 1
- PARKING BAY CONSTRUCTION 20mm AC8 CLOSE SURF 100/150 ON 80mm AC10 DENSE BIN 100/150 ON 150mm TYPE 1
- ROUND TOPPED HUMP - SEE DRAWING NUMBER 18-0773 / C110701AB CONSTRUCTION DETAILS.

AB	AS BUILT	DNT	DshM	28/03/19
C2	2x2.5 STANDARD @ PAGES REMOVED. ASPHALT AMENDED TO SUIT & DRAINAGE LAY UNLESS NOTED	DNT	DshM	31/03/19
C1	CONSTRUCTION ISSUE, SURFACING UPDATED	DNT	DshM	22/01/19
T3	FULL RECONSTRUCTION ACCOED	DshM	28/11/18	
T2	FOOTPATH REDED	DshM	28/11/18	
T1	TENDER ISSUE	DshM	26/11/18	



**BdR**

incorporating  
**K. L. Harrison & Associates Ltd**  
 Civil & Structural Engineering Consultants  
 The Old Engine House, Cobtree Farm Business Park  
 Court Lane, Haslemere, Surrey, GU27 1GP  
 Tel: 01252 874749  
 email: engineering@bdr.co.uk

Client  
**MAIDSTONE BOROUGH COUNCIL**

Project  
**COBTREE MANOR CAR PARK**

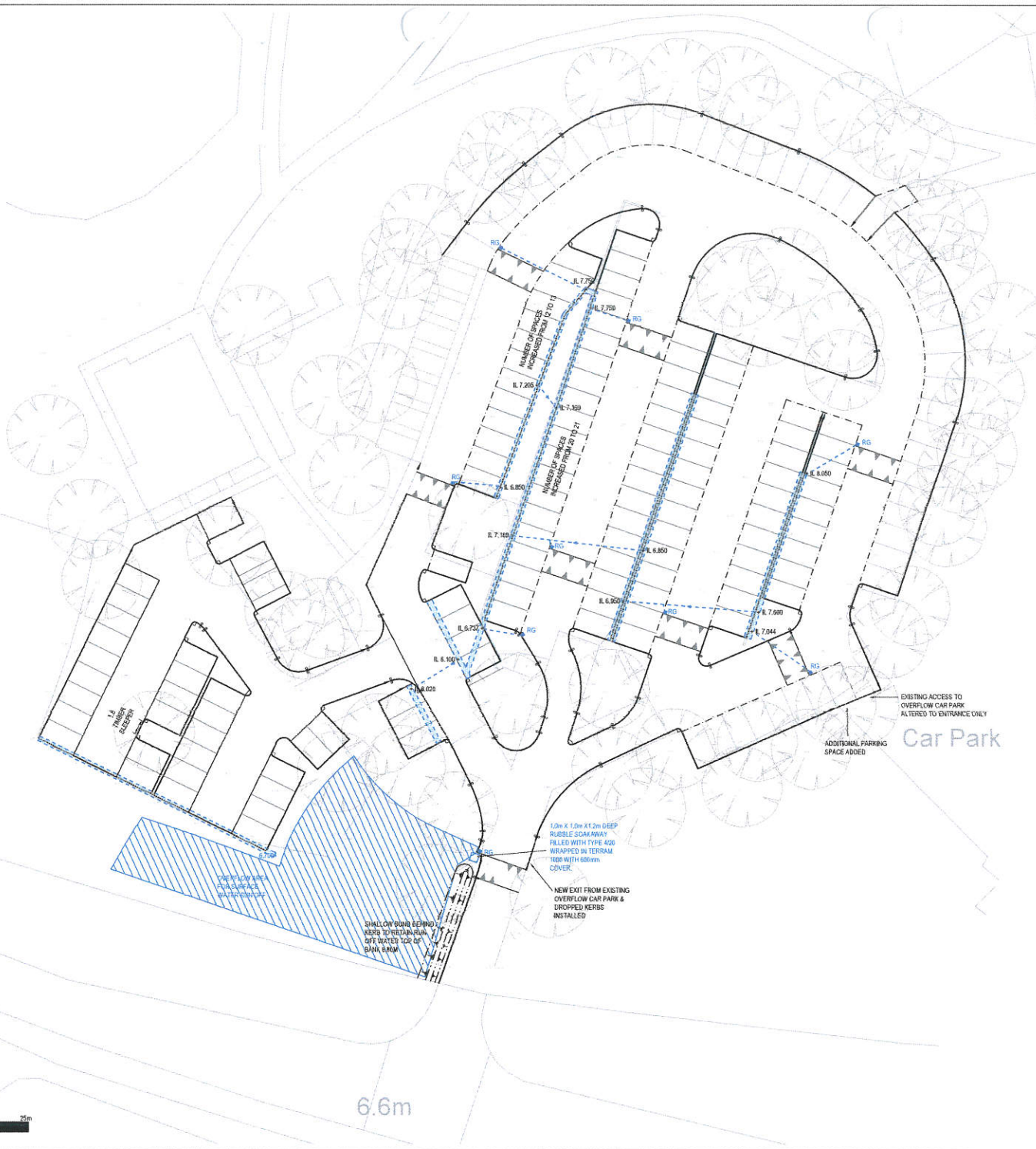
Drawing  
**SURFACING LAYOUT**

**AS BUILT**

Scale @ A1 1:250@A1	Date 10.11.18	Drawn by DshM	Checked
Job No. 18-0773	Dwg. No. C10701AB	Rev	



6.6m



**CDM REGULATIONS 2015  
- RESIDUAL RISKS -**

- EXISTING UTILITY MAINS & SERVICES ARE PRESENT WITH EVIDENCE OF SERVICE TRENCHES ON SITE. THERE IS A RISK OF FURTHER UNCHARTED SERVICES BEING PRESENT.
- THE WORKS WILL INVOLVE THE MOVEMENT OF PLANT AND MACHINERY IN AND AROUND A LIVE CARRIAGEWAY SERVING THE EXISTING CAR PARK WHICH IS TO REMAIN PARTIALLY OPERATIONAL. THERE IS A RISK OF POTENTIAL CONFLICT BETWEEN PLANT/OPERATIVES AND ROAD/PEDESTRIAN USERS.

- F.3 FRENCH DRAIN 600 mm / 900mm WIDE x 450mm TO 1500mm DEEP - TYPE 403 C/GR WRAPPED IN TERRAM 600 AS DRAWING NUMBER 18-0773 / C11110
- G.3 TRAPPED ROAD GULLY 450mm DIA x 900mm DEEP AS DRAWING NUMBER 18-0773 / C11110. ALL PIPES SERVING GULLIES ARE TO BE 150mm DIAMETER uPVC IN 150mm STZ CONCRETE SURROUND

AB	AS BUILT	DIT	D&M	28/03/19
C2	1ND STANDARD SPACES REMOVED, KERBLINE AMENDED TO SUIT	DIT	D&M	31/01/19
C1	CONSTRUCTION LEVELS & CARRIAGEWAY LEVELS ADDED	DIT	D&M	24/01/19
T4	OVERFLOW PIPES ADDED	D&M		11/12/18
T3	FRENCH DRAINS AMENDED	D&M		28/11/18
T2	SEWERWAY AMENDED	D&M		27/11/18
T1	TENDER ISSUE	D&M		28/11/18
Rev	Description	DN	CHK	Date

**STEADLINE**

**BdR**  
Incorporating  
**K L Harrison & Associates Ltd**  
Civil & Structural Engineering Consultants  
The Old Engine House, Cobtree Farm, Business Park  
Court Lane, Maidstone, Kent, TN11 2DP  
Tel: 01752 251416  
email: engineering@bdr.co.uk

Client	MAIDSTONE BOROUGH COUNCIL
Project	COBTREE MANOR CAR PARK
Drawing	DRAINAGE LAYOUT

**AS BUILT**

Scale @ A1	Date	Drawn by	Checked
1:250 (BA)	18.11.18	Usaf	
Job No.	Proj. No.	Rev	
18-0773	C10501AB		

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SCALE 1:250



6.6m



- Notes:**
- DO NOT SCALE FROM THIS DRAWING.
  - THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THIS PROJECT.
  - THE CAR PARK LAYOUT IS BASED ON THE UNCREATED SURVEY INCLUDED WITH THE INVITATION TO TENDER ISSUED BY MAIDSTONE BOROUGH COUNCIL.

**CDM REGULATIONS 2015 - RESIDUAL RISKS -**

- EXISTING UTILITY MAINS & SERVICES ARE PRESENT WITH EVIDENCE OF SERVICE TRENCHES ON SITE. THERE IS A RISK OF FURTHER UNCHARTED SERVICES BEING PRESENT.
- THE WORKS WILL INVOLVE THE MOVEMENT OF PLANT AND MACHINERY IN AND AROUND A LIVE CARRIAGEWAY SERVING THE EXISTING CAR PARK WHICH IS TO REMAIN PARTIALLY OPERATIONAL. THERE IS A RISK OF POTENTIAL CONFLICT BETWEEN PLANT OPERATIVES AND ROAD/PEDESTRIAN USERS.

- 125mm x 255mm HB2 PC KERB - 100mm FACE
- 125mm x 150mm TO 255mm HB2 PC KERB
- - - 125mm x 150mm SN PC KERB - 25mm FACE
- 125mm x 150mm SN PC KERB - FLUSH
- - - 125mm x 150mm EF FIN KERB - FLUSH
- ◻ HB2 QUADRANT KERB

AB	AS BUILT	DNT	DdM	28/03/19
C2	2NO. STANDARD SPACES REMOVED, SUPPLEMENT AMENDED TO 5441	DNT	DdM	31/01/19
C1	CONSTRUCTION ISSUES & LEVELS ADDED	DNT	DdM	22/01/19
T2	KERB AMENDED	DdM	DdM	28/11/18
T1	TENDER ISSUE	DdM	DdM	26/11/18
P1	INITIAL ISSUE FOR COMMENT	DdM	DdM	10/11/18
Rev	Description	Dm	Cd	Date



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 email: [engineering@bdr.uk.com](mailto:engineering@bdr.uk.com)

Client	MAIDSTONE BOROUGH COUNCIL
Project	COBTREE MANOR CAR PARK
Drawing	ENGINEERING LAYOUT

<b>AS BUILT</b>			
Scale @ A1	Date	Drawn by	Checked
1:250 @ A1	10.11.18	DdM	
Job No.	Drawn No.	Rev	
18-0773	C11101AB		