

Head of Terms to be Agreed between PCC and POSH

1. The council will develop the Moy's end stand and STEM centre at no cost to the club.
2. The loss of income will be paid as compensation to the club during the development period based on a formula that reflects the loss of away terrace capacity (less the ability to redeploy elsewhere) the specific fixtures and attendance trends. This formula to be in the timescales set out in para 9 below. The council will also recompense the club any other loss of commercial income during this period e.g. advertising. The football clubs initial calculations indicate that no rents will be payable during the period of the construction. The money due will be offset from the quarterly rents due with effect from the quarter ending September 2012.
3. The council and the club will enter into a single new long term lease prior to the commencement of 1 above. The terms will be jointly agreed in negotiation with each party taking their own advice and in the events of disagreement with the assistance of an independent third party. This will include the council agreeing a framework that will enable the club to acquire the ground. This will include any necessary conditions to ensure the council's position on the STEM Centre is protected.
4. The council and the club will jointly work on achieving a major redevelopment of London Road as this is the preferred option for both parties.
5. In the event that the preferred option of the redevelopment of the stand cannot take place, then the council will commit to a retrofit of the London Road stand (at no cost to the club) to enable seating to be undertaken within league timescales in the event that a more structured development and funding are not possible. This is currently estimated to cost in the region of £1m and subject to further detailed studies.
6. The council will support the club in the 'safe standing initiative'.
7. The council will work with the club around income generation and cost saving via the ESCO Blue Sky Peterborough.
8. The club will pay all outstanding monies due under the lease by way of a fixed monthly sum (by standing order), with all monies due (September 2011 quarter to June 2012 quarter) being paid by 31st March 2013.
9. Both parties to use their best endeavours to conclude the detailed negotiations by 21st September 2012 by identifying a programme of work to achieve these objectives.
10. Subject to the conclusion of all negotiations and approvals it is anticipated that the redevelopment of the Moy's end stand will not commence until after the 27th October 2012 home fixture with Derby County. The council will work with its contractor to try and ensure, that if at all possible, that the stand is open by the start of the 2013/14 season.
11. All communications with the press and other stakeholders will be jointly agreed in respect of the above.

SIGNED: 

DATE: 06.09.12,

SIGNED: 

DATE: 6.9.12.

J. HARRIS
EXECUTIVE DIRECTOR
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REINVEST
PCC

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