

DATED

2018

SUPPLEMENTAL UNDERTAKING

TRANSPORT AND WORKS ACT 1992

**THE GREATER MANCHESTER (LIGHT RAPID TRANSIT SYSTEM)
(AIRPORT EXTENSION) ORDER**

from

TRANSPORT FOR GREATER MANCHESTER

to

TRAFFORD BOROUGH COUNCIL

THIS UNDERTAKING is dated

2018

BETWEEN

(1) **TRANSPORT FOR GREATER MANCHESTER** of 2 Piccadilly Place, Manchester M1 3BG (**TfGM**);

AND

(2) **TRAFFORD BOROUGH COUNCIL** of Trafford Town Hall, Talbot Road, Stretford, M32 0TH (**Council**).

BACKGROUND

- (A) On 13 June 1995 The Greater Manchester Passenger Transport Executive (GMPTE) gave the Original Undertaking to the Council.
- (B) On 1st April 2011 pursuant to section 9 of the Greater Manchester Combined Authority Order 2011 (No.908) GMPTE became known as Transport for Greater Manchester and is an executive body of the Greater Manchester Combined Authority with powers to undertake the works required for the Metrolink Airport extension pursuant to the Greater Manchester (Light Rapid Transit System) (Airport Extension) Order 1997 (“the Order”).
- (C) Without prejudice to the terms of the other covenants contained in the Original Undertaking the parties have agreed to vary the terms of Original Undertaking as set out in this undertaking.
- (D) This Undertaking varies and is supplemental to the Original Undertaking on the terms hereinafter appearing.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this undertaking.

1.1 Definitions:

Original Undertaking: the undertaking dated 13 June 1995 given by GMPTE to the Council.

1.2 Unless the context otherwise requires, all words and phrases defined in the Original Undertaking shall have the same meaning in this undertaking.

1.3 Clause headings shall not affect the interpretation of this undertaking.

- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Unless the context otherwise requires, references to clauses are to the clauses of this undertaking.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. VARIATIONS TO THE ORIGINAL UNDERTAKING

- 2.1 Paragraph 3 of the Original Undertaking shall be replaced with the following:

3 MOOR NOOK PARK

TfGM shall pay to the Council the sum of £15,000.00 (Fifteen Thousand Pounds Only) (no VAT payable) to be used by the Council for upgrading the recreational facilities at Moor Nook Park shown edged red on the plan marked Annex 2 attached hereto.

- 2.2 The plan marked Annex 2 in the Original Undertaking shall be replaced with the plan marked Annex 2 attached to this Undertaking.
- 2.3 In all other respects the Original Undertaking (as varied by this undertaking) shall remain in full force and effect.
- 2.4 The Council hereby acknowledges receipt from TfGM of the sum of £15,000 (Fifteen Thousand Pounds) (no VAT payable) in satisfaction of the obligation referred to in clause 2.1 above.

3. COSTS

Each party shall bear its own costs and disbursements in relation to the preparation, negotiation and completion of this Undertaking.

4. VALUE ADDED TAX

- 4.1 All consideration given in accordance with the terms of this undertaking shall be exclusive of any VAT properly paid.
- 4.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this undertaking then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

5. THIRD PARTY RIGHTS

A person who is not a party to this undertaking shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this undertaking.

6. GOVERNING LAW

This undertaking and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

THE COMMON SEAL of **TRANSPORT FOR GREATER MANCHESTER** was affixed to this document in the presence of:

Authorised signatory

Authorised signatory

**THE COMMON SEAL of TRAFFORD
BOROUGH COUNCIL** was affixed to this
document in the presence of:

Authorised signatory

Plan Annex 2

