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## WOKING APPEALS

APP/A3655/W/20/3265969 & /3265974

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**WOKING APPEALS - APP/A3655/W/20/3265969 & /3265974**

**EMAILS ARISING FROM EMAIL FROM ROSEMARY JOHSON AT 9PM ON 18<sup>th</sup> MAY 2021**

*9<sup>th</sup> October 2020*

Email from Wayne Gold (WG) to Rosemary Johnson (RJ) forwarding email from Pegasus Group to WBC re intention to appeal [NB: Pegasus were previous planning consultants]

Email from RJ to WG noting intention to appeal

Email from WG to RJ forwarding emailed advice from Kattens solicitors re entitlement to appeal [NB: Kattens were the conveyancing solicitors involved in the various agreements]

*8<sup>th</sup> December 2020*

Email from RJ to the inspector stating desire not to be joint applicant

*2<sup>nd</sup> January 2021*

Email from RJ to the inspector again seeking to remove WFC name from the appeal

*4<sup>th</sup> January 2021*

Email from RJ to the inspector re not supporting appeal

*20<sup>th</sup> January 2021*

Emailed letter from Ingram Winter Green solicitors (IWG) on behalf of Goldev Woking Ltd (GW) to RJ setting out contractual position on behalf of GW

*21<sup>st</sup> January 2021*

Email from RJ to IWG responding saying fully supported application but not appeal

*24<sup>th</sup> January 2021*

Email from IWG to RJ responding saying WFC breaching agreement to surrender lease by not supporting appeal

**No further correspondence in respect of legal or contractual matters**

[This document produced 19<sup>th</sup> May 2021]

## Wayne Gold

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**From:** Elizabeth Bartle [REDACTED]  
**Sent:** 24 January 2021 19:27  
**To:** rosemary johnson  
**Cc:** [REDACTED]  
**Subject:** Goldev Woking Limited v Woking Football Club Limited

Dear Ms Johnson

We refer to your email below.

You will not be surprised to learn that we disagree with your interpretation of Clause 15 of the agreement to surrender the lease of Kingfield Sports Ground, entered into with our client, dated 30 January 2019 (“the Surrender Agreement”).

Woking Football Club’s (“the Club’s”) obligations are in respect of “any planning applications” submitted by or on behalf of our client in respect of the Development (as defined in the Development Agreement. Your argument appears to be that the term “planning application” is restricted to the first stage of the application process i.e. the decision of the planning authority in respect of the planning applications PLAN/2019/1176 and PLAN/2019/1177 (“the Applications”). However, there is no reason why the term should be interpreted in such a restrictive fashion.

The Applications have not yet been finally determined. An appeal has been lodged within the required timeframe and therefore the Applications are still live. Accordingly, the Clubs obligations to our client in respect of the Applications continue. We draw your attention once again to the “Longstop Date” of 31 May 2024 in the Surrender Agreement. One of the reasons that the Surrender Agreement was to be effective for such a long period of time (5 years and 4 months) was because of the length of the planning process including the appeals and any challenges.

Whilst our client argues that the effect of Clause 15 is clear, if it is not, in ascertaining the intention of the parties to the contract, the Court would use an objective test, adopting the standpoint of a reasonable person. In doing so, the Court would use the following established principles:

- **Whole contract approach.** Considering the remainder of the Surrender Agreement.
- **Context.** Considering the factual, legal and regulatory background to the Surrender Agreement
- **Common sense.** Giving appropriate weight to business common sense i.e. the commercial purpose of Clause 15.
- **Reasonableness.** Avoiding giving literal effect to the words of the contract where that would lead to very unreasonable results.

Each of the above principles would lead to the Court interpreting the express terms of Clause 15 to support out client’s contention that the term “planning applications” in the Surrender Agreement means all stages of the application process, until the Applications are finally determined, including any appeal.

Without prejudice to the above, one has to question the Club’s ethics, in circumstances where it feels it can receive £276,000 (which the Club has clearly spent) but then endeavour to find loopholes in its agreements with our client to try to avoid its ongoing obligations.

Plainly, your emails of 8 December 2020 and 2 and 4 January 2021 and your admissions that the Club had publicly opposed the Appeal are a flagrant breach of the Club’s obligations, rendering the Club liable to repay £276,000 to our client and if, the appeal is successful (despite the Club’s conduct) the loss of an additional £1,324,000. Our client is astonished that the Club can be so cavalier in light of these financial implications.

Yours faithfully

Ingram Winter Green

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**From:** rosemary johnson  
**Sent:** 21 January 2021 21:35  
**To:** Elizabeth Bartle  
**Subject:** your letter to myself and the board of Woking Football Club

Dear Ms. Bartle

I am in receipt of your letter dated 20th January.

Having discussed the issues you raise with my Board and advisors once again, I can confirm the position of Woking FC is as previously set out. We do not agree with your strained legal interpretations and are resolute in our position, as repeatedly stated to your client and publicly since early July.

There is no reference in the documents between Woking FC and your client to any appeal and we do not support it.

As the wording of your own letter makes clear, our obligations related to the planning applications to Woking Borough Council, as the local planning authority. There can be no doubt that we fully complied with these obligations and went much further than those obligations required us too. The Club fully supported the applications; we arranged and encouraged shareholders and fans to support the applications through literally thousands of emails, letters, social media, postcards etc. We publicly and openly supported the applications through attendance at all public consultations, hosting some of these at the club itself, numerous supportive radio, press and media statements and took part in promotional videos even including local business contacts and our team manager.

Your client is well aware that it was only late in the process that the Club was requested and agreed to be co-applicant (sometime in Autumn 2019). This was some months after the surrender document had been agreed and signed, so you cannot seek to impose retrospectively obligations that your client should have dealt with at that stage if you wished to, and are certainly not included in the prior surrender agreement.

We note that you refer at various stages to contracts between your client and Woking BC, and as you are well aware, Woking FC is not a party to such contracts, nor involved in these agreements so perhaps your client's issues lie elsewhere.

We do not propose to enter into endless dialogue having repeatedly confirmed our position, but do hereby expressly reserve all our legal rights should your client pursue its ill-founded claims.

Yours sincerely

Rosemary Johnson MBE  
Chairman Woking Football Club

Attn: The Directors  
Woking Football Club Limited  
The Laithwaite Community Stadium  
Kingfield Road  
Kingfield  
Woking  
Surrey GU22 9AA

OUR REFERENCE: EB/DS/101489.001

YOUR REFERENCE:

WRITER'S DIRECT LINE:

WRITER'S EMAIL:

20 January 2021

**By email only**

Dear Sirs and Madam

**Goldev Woking Limited**  
**Land at Kingfield Road and Egley Road, Woking ("the Site")**  
**Agreement to Surrender the lease of Kingfield Sports Ground, entered into with our client, dated 30 January 2019 ("the Surrender Agreement")**  
**Donation Agreement dated 30 January 2019 ("the Donation Agreement")**

We have been instructed by Goldev Woking Limited in relation to Woking Football Club Limited's ("the Club's") breaches of the Surrender Agreement. The breaches referred to are explained below but in summary relate to correspondence sent by Rosemary Johnson in her capacity as Chairman of the Club. (We use the term "Chairman" as that is how Ms Johnson has described herself in correspondence and how she is described on the Club's website).

### **The Surrender Agreement**

Completion of the surrender of the Lease (as defined in the Surrender Agreement) is conditional on the occurrence of the events set out at clause 2.1 of the agreement. The event at Condition 2.1 is the "Ground Leases having been granted". The Ground Leases are the leases to be granted to our client by Woking Borough Council (WBC) pursuant to the agreements entered into between WBC and our client. WBC are obliged to grant the Ground Leases if, inter alia, our client obtains planning permission to develop the Site.



Clause 2.2 obliges our clients to act in good faith towards each other and use their reasonable endeavours to satisfy the conditions at clause 2.1 as soon as reasonably possible.

Clause 15 states:

#### *15. PLANNING*

*In connection with any planning applications submitted by Goldev or an Affiliate or anyone on their behalf in respect of the Development:*

- (a) The Tenant will not object to any such applications that are consistent with the provisions of clause 2.1 (b) of this Agreement;*
- (b) The Tenant will use reasonable endeavours to ensure that no shareholders or officers of the Tenant object to such applications; and*
- (c) If requested by Goldev the Tenant will:*
  - (i) provide a letter of support to the planning authority in relation to such planning applications;*
  - (ii) request that its shareholders and supporters of the football club submit such written support to such planning applications.*

The planning applications submitted by/on behalf of our client in respect of the Site are planning applications PLAN/2019/1176 and PLAN/2019/1177 (“the Applications”). Our client has submitted appeals against the refusal of the planning permissions sought by the Applications (“the Appeal”).

The Club is in breach clauses 2.2 and clause 15 of the Surrender Agreement by the conduct of its director and Chairman, Ms Johnson in her communications with WBC and The Planning Inspectorate and in the Club’s public statements, as set out below:

1. On 8 December 2020, Ms Johnson sent the attached email to “Inquiry Appeals”, cc’d to Douglas Spinks and Peter Bryant at WBC, referring to the notice of intention to appeal the refusal of planning permission and stating that the Club did not support the Appeal;
2. In the email of 8 December 2020, Ms Johnson admitted that the Club had publicly stated its opposition to the Appeal.
3. Mark Boulton of The Planning Inspectorate informed our client on 30 December 2020 that The Planning Inspectorate had received Ms Johnson’s email of 8 December 2020;
4. On 2 January 2021, Ms Johnson sent an email to The Planning Inspectorate and WBC. We attach a copy of this email. Ms Johnson stated again that the Club did not support the Appeal, that the board of the Club had made its opposition to the Appeal “consistently” and that this had been stated publicly to our client, its shareholders and the fans. Ms Johnson demanded that the Club’s name be removed from the Appeal.
5. On 4 January 2021, Ms Johnson sent an email (attached) to Mark Boulton confirming that the Club did not support the Appeal.

6. Further, in the email of 4 January 2021. Ms Johnson stated “*we have been clear that as tenants, with the council as our landlord, once councillors did not support the applications we would not support any appeal*”. It would appear from this statement that Ms Johnson was seeking to unilaterally vary the terms of the Surrender Agreement but of course she cannot do so. The Surrender Agreement does not permit the Club to withdraw its support for the Applications or object to the Applications just because WBC councillors did not support the Application. If the Club were permitted to do so, this would drive a coach and horses through the Surrender Agreement.

Our client’s director, Wayne Gold sent an email to Ms Johnson on 9 October 2020 (attached) reminding her of the Club’s obligations under the Surrender Agreement and also reminding her that the decision to submit the Applications in the joint name of our client and the Club had been decided some time ago.

The Club’s obligations under the Surrender Agreement did not terminate when planning permission was refused at first instance. The Longstop Date for fulfilment of the Conditions Precedent is 31 May 2024. As the Club is aware, this date ties in with the agreements between our client and WBC, which includes provisions entitling our client to pursue the Appeal, which provisions have been satisfied.

### **The Donation Agreement**

On the same date that the Club and our client entered into the Surrender Agreement, they also entered into the Donation Agreement. The Club has thus far received £276,000 under pursuant to clause 2.2.1 of the Donation Agreement, being the first tranche of the Contribution Payments.

Clause 2.3 of the Donation Agreement provides as follows:

*“In the event that WFC:*

- (a) Is in breach of any of its obligations in the Surrender Agreement; or*
- (b) Suffers an Event of Insolvency*

***the Donor shall be entitled to stop making any further Contribution Payments and the Contribution Payments already made shall be deemed to become immediately repayable to the Donor provided that the Tenant shall not be deemed to be in breach of any of its obligations in the Surrender Agreement nor shall be deemed to have suffered an Event of Insolvency if such breach or Event of Insolvency arises as a result of an act or omission of the Tenant that is caused by Goldev or an Affiliate of Goldev in that person or entity's capacity as a person or entity having control of the Tenant as a consequence of the Peter Jordan SPA (as defined in the Surrender Agreement) or otherwise”.***

We have highlighted the key sections of clause 2.3 from which you will see that breaches of the Surrender Agreement result in the £276,000 becoming immediately repayable to our client. The breaches of the Surrender Agreement also mean that our client would not be liable to pay any further tranches of the Contribution Payments (assuming the conditions for such payments were met in due course) which in aggregate would be a loss of £1,324,000 to the Club in addition to the repayment of the £276,000.

## Next steps

There can be no doubt that the Club has breached the Surrender Agreement as detailed above. Ms Johnson's emails and her/the Club's public statements opposing the Appeal are blatant breaches of clause 15 of the agreement. Further and/or alternatively, the Club has failed to act in good faith towards our client and, in opposing the appeal, has manifestly not used its reasonable endeavours to satisfy the conditions at clause 2.1 of the Surrender Agreement. Accordingly, our client is entitled to the immediate repayment of £276,000.

The Club's liability to our client is not limited to the repayment of the £276,000 of the Contribution Payment. As the Club is aware, our client has spent over £3 million in respect of the development and the associated Applications. The Club's conduct is not only causing our client to incur additional legal and other costs in respect of the Appeal but is threatening the Appeal itself and the development. As such, all of our client's outlay is at risk.

In light of the severe implications of the Club's breaches, our client believes that the Club may not be fully aware of the consequences of Ms Johnson's conduct. Accordingly, this letter is sent as a final attempt by our client to secure the Club's compliance with the Surrender Agreement. However, given the damage that has already been caused by Ms Johnson's conduct we must point out that our client does not waive the Club's breaches and all of our client's rights are expressly reserved.

Our client requires the Club to agree that it will procure that:

1. Ms Johnson and all other officers and shareholders of the Club, do not make any public comments which are in opposition to or which are not supportive of the Applications, including the appeal;
2. Ms Johnson and all other officers and shareholders of the Club do not make any further comments to the Club's fans and/or shareholders, to WBC (including its employees, officers and councillors) and The Planning Inspectorate in opposition to or which are not supportive of the Applications, including the appeal; and
3. By no later than 4.30pm on Friday, 22 January 2021, Ms Johnson sends an email to Mark Boulton of the Planning Inspectorate and to WBC stating that she does not object to the appeal going forward in the names of the Club and our client and informs the Planning Inspectorate and WBC that the Club supports the appeal. A draft of the email should be submitted to this firm for prior approval.

If we do not receive the Club's agreement to undertake the above steps and the draft email to Mr Boulton and WBC by **1pm on Friday, 22 January 2021** our client will take steps to recover the £276,000 Contribution Payment, which may result in the insolvency of the Club.

Yours faithfully



Ingram Winter Green



## Elizabeth Bartle

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**From:** rosemary johnson [REDACTED]  
**Sent:** 04 January 2021 10:02  
**To:** Boulton, Mark  
**Cc:** [REDACTED]  
**Subject:** Re: appeal lodged 23rd December - Land South of Kingfield Road plan/2019/1176

Dear Mark,

Thank you and yes I can confirm that we do not support an appeal for either site.

We have no agreement with Goldev Woking Limited to be party to any appeal and we have been clear that as tenants, with the council as our landlord, once councillors did not support the applications we would not support any appeal. This has been the subject of a board decision of Woking Football Club and has been publicised both to our fans and through the local news media.

The football club has had no involvement in any of the appeal preparation work and Mr. Gold has been fully aware that we do not support the action that he has taken.

Yours

Rosemary Johnson  
Chairman Woking Football Club

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**From:** Boulton, Mark  
**Sent:** 04 January 2021 08:14  
**To:** rosemary johnson  
**Cc:** [REDACTED]  
**Subject:** RE: appeal lodged 23rd December - Land South of Kingfield Road plan/2019/1176

Ms Johnson

Thank you for your messages of 8 and 23 Dec.

To confirm appeals have now been submitted in the name of Woking Football Club and Goldev Woking Ltd for the following.

- i) Redevelopment of site following demolition of all existing buildings and structures to provide replacement stadium with ancillary facilities including flexible retail, hospitality and community spaces, independent retail floorspace (Classes A1/A2/A3), medical centre (Class D1) and vehicle parking plus residential accommodation comprising of 1,048 dwellings (Class C3) within 5 buildings of varying heights of between 3 and 10 storeys (and undercroft and part basement levels) on the south and west sides of the site together with provision of new accesses from Westfield Avenue to car parking, associated landscaping and provision of detached residential concierge building. (PLAN/2019/1177) Appeal ref 3265969.
- ii) Redevelopment of site following demolition of existing building to provide health club building (Class D2) incorporating external swimming pool and tennis/sports courts, provision of 36 dwelling houses (Class C3) up to a maximum of 3 storeys in height, associated landscaping and car parking and new vehicular access from existing road serving Hoe Valley School. (PLAN/2019/1177) Appeal ref 3265974.

The appeals were submitted by Goldev Ltd rather than by Savills (who you refer to in your message of 8 December). We note your comments that Woking Football Club do not wish to be party to the appeal. Presumably this is for both appeals but I would be grateful if you confirm.

For information I have asked Goldev Ltd for their comments by 8<sup>th</sup> January on why Woking Football Club has been listed as a join appellent.

Kind Regards  
Mark Boulton  
Inquiries and Major Casework Manager  
The Planning Inspectorate  
<https://www.gov.uk/government/organisations/planning-inspectorate>  
Twitter: [@PINSgov](https://twitter.com/PINSgov)  
Email: [mark.boulton@planninginspectorate.gov.uk](mailto:mark.boulton@planninginspectorate.gov.uk)

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**From:** rosemary johnson  
**Sent:** 02 January 2021 11:17  
**To:** InquiryAppeals  
**Cc:** [REDACTED]  
**Subject:** appeal lodged 23rd December - Land South of Kingfield Road plan/2019/1176

Dear Sir

I write on behalf of Woking Football Club about an appeal that was lodged on the 23rd December for the Land South of Kingfield Road and East of Westfield Avenue, Westfield. Woking, Surrey. GU22 9pf in the name of Goldev Woking Limited and Woking Football Club.

As you have been advised in advance of the appeal being submitted:

1. We are not an appellant and the name of Woking Football Club has been added against the board of the Football Club's approval. It has been minuted twice in board minutes that the board of the Football Club do not support any appeal for this application
2. The board of the club have made our opposition clear to this appeal consistently since the refusal by the planning committee of the application and this has been publicly stated both to Goldev Woking Limited and to the shareholders and fans of the club
3. We have no contract, agreement or relationship of any kind in place for anyone to act as agent in this regard and note that a barrister refused to take the appeal on because Woking Football Club opposed the appeal and a further company Savills are currently having an internal enquiry into actions they have recently taken over mis-representing the club over this matter

In summary the board of Woking Football Club do not support the submission of this appeal and this has been our position for the past five months. Goldev Woking Limited do not act on behalf of the club and I ask that accept that Woking Football Club have their name removed from the appeal which they do not support.

Rosemary Johnson MBE  
Chairman Woking Football Club



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## Elizabeth Bartle

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**From:** rosemary johnson <[REDACTED]>  
**Sent:** 08 December 2020 20:04  
**To:** InquiryAppeals  
**Cc:** [REDACTED]  
**Subject:** Fw: Notice of intention to appeal - Land South of Kingfield Road and East of Westfield Avenue (PLAN/2019/1176) & Land South Of Hoe Valley School And East Of Railway Tracks (PLAN/2019/1177)  
**Attachments:** Kingfield Road - Notification.pdf; Egley Road - Notification.pdf; Covering Letter.pdf

Dear Sir

I note that this notice of intention to appeal has been lodged using the name of Woking Football Club.

Please note that Goldev Woking Ltd. are aware that Woking Football Club do not support this appeal, that has been stated publicly since July 2020 after the refusal of planning and I will be requesting Saville's to remove our name as we do not consent to the appeal being lodged.

Rosemary Johnson  
Chairman Woking Football Club

## Wayne Gold

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**From:** Wayne Gold  
**Sent:** 09 October 2020 13:43  
**To:** rosemary.johnson  
**Cc:** [REDACTED]  
**Subject:** FW: Notice of intention to appeal - Woking  
**Attachments:** Your appeal

Dear Rosemary

Thanks for your earlier email, attached for ease.

The decision to make the football club a joint applicant, was a joint decision some time ago and it doesn't change the contractual position.

In good faith my company has spent close to £3.5M pursuing the planning and we are and were entitled to pursue an appeal, so long as the prospects of success are greater than 50% - which they are.

Just so I wasn't being confused or inaccurate, I sought the advice of Kattens and their email is below.

Always happy to chat, but this appeal is now progressing with all due haste.

Thanks

Wayne



[www.goldev.com](http://www.goldev.com)

GoldDev Ltd, P.O. Box 235, Rodlett, Herts, WD7 0AQ

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**From:** Strong, Martyn [REDACTED]  
**Sent:** 09 October 2020 12:37  
**To:** Wayne Gold [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Notice of intention to appeal - Woking

Wayne,

Good to speak earlier and pleased to hear that you are now in a position to formally appeal the WBC refusals of the applications.

I note your planning consultants have issued the required notices of the intention to appeal WBC's refusal – as you know GWL is entitled to appeal a refusal pursuant to its agreement with WBC (unless planning counsel advises in writing that a Planning Appeal would have less than a 50% chance of success) but in fact I understand you have obtained a favourable QC's opinion advising that the appeal has a 65% chance of success with which Antony Crean QC also concurs.

You will also be aware that GWL entered into an agreement to surrender with WFC (*Agreement for Surrender*). By way of reminder, this sets out various obligations on the parties which in general terms includes: satisfaction of certain conditions, legislation for the conduct of the parties and cooperation around planning matters. By way of example:

- Clause 2.2 *"The parties will act in good faith towards each other and use their reasonable endeavours to satisfy the Conditions....."*
- Clause 15 (planning applications) *"[WFC] will not object to any such applications..."*

As you know there is also a donation agreement with WFC (which requires compliance with the terms of the Agreement for Surrender) and also a separate agreement with Mr Peter Jordan.

Kind regards  
Martyn

**Martyn Strong**  
Senior Associate

## **Katten**

Katten Muchin Rosenman UK LLP  
Paternoster House, 65 St Paul's Churchyard | London, EC4M 8AB



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## Wayne Gold

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**From:** rosemary johnson <[REDACTED]>  
**Sent:** 09 October 2020 09:03  
**To:** Wayne Gold  
**Cc:** [REDACTED]  
**Subject:** Re: Notice of intention to appeal - Land South of Kingfield Road and East of Westfield Avenue (PLAN/2019/1176) & Land South Of Hoe Valley School And East Of Railway Tracks (PLAN/2019/1177)

Dear Wayne

Please note that Ian is no longer a board member and neither is Geoff Taylor.

I note that your intent to appeal and will await hearing whether the council have accepted the appeal as I know that various requirements have to be met for the appeal to be valid.

Rosemary

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**From:** Wayne Gold <[REDACTED]>  
**Sent:** 09 October 2020 09:00  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** FW: Notice of intention to appeal - Land South of Kingfield Road and East of Westfield Avenue (PLAN/2019/1176) & Land South Of Hoe Valley School And East Of Railway Tracks (PLAN/2019/1177)

Dear Rosemary

I hope you are well.

As a matter of courtesy, please see attached a copy of an email sent a few moments ago to Ray, Peter and Douglas confirming our formal intention to appeal.

I will keep you all updated as the matter progresses.

Thanks

Wayne



WWW: [www.goldev.com](http://www.goldev.com)

GoldDev Ltd, P.O. Box 235, Rodlett, Herts, WD7 0AQ

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**From:** Wayne Gold  
**Sent:** 09 October 2020 08:58

To: [REDACTED]  
Cc: [REDACTED]

**Subject:** FW: Notice of intention to appeal - Land South of Kingfield Road and East of Westfield Avenue (PLAN/2019/1176) & Land South Of Hoe Valley School And East Of Railway Tracks (PLAN/2019/1177)

Dear Ray, Peter and Douglas

Firstly I hope you are all well.

We are now ready to submit the appeal and our planning team have today issued a formal notice to the Planning Inspectorate, as attached.

I am not seeking any guidance, but out of courtesy I wanted you to receive a copy as soon as I was able.

In your capacity as Land Owner, I have also sought guidance from our barrister and the team about the chances of success and as you can see, he also believes the chances are 65% - which means we have two opinions at that level and I hope that is sufficient in terms of the contract provisions.

Speak soon

Thanks

Wayne



U: [www.golddev.com](http://www.golddev.com)

Golddev Ltd, P.O. Box 235, Rodlett, Herts, WD7 0AQ

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**From:** Rob Riding [REDACTED]

**Sent:** 09 October 2020 08:52

**To:** [REDACTED]

**Cc:** David Hutchison [REDACTED]

**Subject:** Notice of intention to appeal - Land South of Kingfield Road and East of Westfield Avenue (PLAN/2019/1176) & Land South Of Hoe Valley School And East Of Railway Tracks (PLAN/2019/1177)

Dear Sir/Madam,

Please find attached pre notification of the intention to lodge an appeal in connection with the above sites.

Please contact me at the address set out below if you have any queries.

As is required of us, I have copied the LPA into this email.

Regards,

**Rob Riding**  
Principal Planner

**Pegasus Group**

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**Self Contingency Measures**



**UPDATED WEEKLY - (CLICK ON LINK TO VIEW DOCUMENT)**



## Wayne Gold

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**From:** Wayne Gold  
**Sent:** 09 October 2020 09:01  
**To:** rosemary.johnson  
**Cc:** [REDACTED]  
**Subject:** FW: Notice of intention to appeal - Land South of Kingfield Road and East of Westfield Avenue (PLAN/2019/1176) & Land South Of Hoe Valley School And East Of Railway Tracks (PLAN/2019/1177)  
**Attachments:** Pre-notification\_of\_appeal 9.10.20.pdf; Crean QC appeal email.pdf

Dear Rosemary

I hope you are well.

As a matter of courtesy, please see attached a copy of an email sent a few moments ago to Ray, Peter and Douglas confirming our formal intention to appeal.

I will keep you all updated as the matter progresses.

Thanks

Wayne



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**From:** Wayne Gold  
**Sent:** 09 October 2020 08:58  
**To:** 'Ray Morgan' [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** FW: Notice of intention to appeal - Land South of Kingfield Road and East of Westfield Avenue (PLAN/2019/1176) & Land South Of Hoe Valley School And East Of Railway Tracks (PLAN/2019/1177)

Dear Ray, Peter and Douglas

Firstly I hope you are all well.

We are now ready to submit the appeal and our planning team have today issued a formal notice to the Planning Inspectorate, as attached.

I am not seeking any guidance, but out of courtesy I wanted you to receive a copy as soon as I was able.

In your capacity as Land Owner, I have also sought guidance from our barrister and the team about the chances of success and as you can see, he also believes the chances are 65% - which means we have two opinions at that level and I hope that is sufficient in terms of the contract provisions.

Speak soon

Thanks

Wayne



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**From:** Rob Riding <[REDACTED]>  
**Sent:** 09 October 2020 08:52  
**To:** [REDACTED]  
**Cc:** David Hutchison [REDACTED]  
**Subject:** Notice of intention to appeal - Land South of Kingfield Road and East of Westfield Avenue (PLAN/2019/1176) & Land South Of Hoe Valley School And East Of Railway Tracks (PLAN/2019/1177)

Dear Sir/Madam,

Please find attached pre notification of the intention to lodge an appeal in connection with the above sites.

Please contact me at the address set out below if you have any queries.

As is required of us, I have copied the LPA into this email.

Regards,

**Rob Riding**  
Principal Planner

**Pegasus Group**

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