

Dated

2025

SOUTH HOLLAND DISTRICT COUNCIL (1)

and

ACCENT HOUSING LIMITED (2)

DEED OF VARIATION

under Section 106A of the Town and Country Planning Act 1990

VARIATION TO A PLANNING OBLIGATION DATED 3 JANUARY 2024

**Relating to land at Old Station Yard, Mill Drove South, Cowbit,
Spalding**

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THIS AGREEMENT is made the day of 2025

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE (the **Council**); and
- (2) **ACCENT HOUSING LIMITED** (registered under the Co-Operative and Community Benefit Societies Act 2014 with Registration Number 19229R) whose registered office is Charlestown House, Acorn Park Industrial Estate, Charlestown, Shipley, West Yorkshire, BD17 7SW (the Owner).

RECITALS

- (A) On 3 January 2024 the Council entered into a Planning Obligation with the Second Owner made pursuant to Section 106 of the Act relating to the Land (“the **Previous Agreement**”).
- (B) The Council is the local planning authority for the purposes of the Act for the area within which the Land is situated and is capable of enforcing the obligations in the Previous Agreement.
- (C) The Owner is a successor in title to the Original Owner and is the freehold owner of the Land registered at the Land Registry under title number LL424328
- (D) Without prejudice to the terms of the other covenants contained in the Previous Agreement the Parties have agreed to vary the terms of the Previous Agreement utilising the Council’s powers at Section 106A of the Act.

NOW THIS DEED WITNESSES as follows:

1 INTERPRETATION

In this Agreement unless the context indicates otherwise

Previous Agreement: means the Deed dated 3 January 2024 made pursuant to Section 106 of the Act relating to the Land made between (1) the Council and (2) P J Seagate Weston Homes Ltd

Parties: means the Council and the Owner

- 1.1 Unless the context requires otherwise, all words and phrases defined in the Previous Agreement shall have the same meaning in this Deed (except to the extent that they are expressly varied in this Deed).
- 1.2 References in this Deed to the 'Owner' shall include its respective successors in title to the Land.
- 1.3 References in this Deed to the "Council" shall include any successor to its functions as local planning authority.
- 2.5 References in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.
- 2.6 The headings throughout this Agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Agreement.
- 2.7 References to clauses paragraphs schedules or recitals shall (unless the context otherwise requires) be references to clauses paragraphs and schedules or recitals in this Deed.
- 2.8 References to the singular shall include the plural and vice versa.

2 STATUTORY POWERS

This Deed is made pursuant to section 106 of the Act and any other enabling powers and is supplemental to the Previous Agreement and it is acknowledged by the parties that the obligations contained within this Deed are binding on the Land and are enforceable by the Council as local planning authority against the Owners and against its successors in title to the same extent as the Previous Agreement in respect of its interest in each and every part of the Land provided always that no person shall be liable for any breach of any covenant or obligation in this Deed after it has parted with all of its interest in the Property or the part of the Property in respect of which such breach occurs (save in relation to any antecedent breach which occurs prior to parting with such interest).

3 VARIATIONS TO THE PREVIOUS AGREEMENT

- 3.1 It is agreed between the Parties to this Deed that the terms of the Previous Agreement shall be supplemented and varied as set out in this section of this Deed.
- 3.2 The definitions of “Additional First Homes Contribution”; “Compliance Certificate”; “Discount Market Price”; “Disposal”; Eligibility Criteria (Local); Eligibility Criteria (National); “Exempt Disposal” and “First Home”; “First Homes Costs”; “First Homes Owner”; “First Time Buyer”; “Income Cap”; “Market Value”; “Mortgagee”; “Price Cap”; Dwellings” at paragraph 1 of the Previous Agreement shall be deleted in their entirety
- 3.3 The words “a *minimum of*” shall be inserted before “25%” in the definition of “Affordable Dwellings” at paragraph 1 of the Previous Agreement
- 3.4 The definition of “Affordable Housing Scheme” at paragraph 1 of the Previous Agreement shall be deleted and replaced with the following:

“means the scheme for securing the Affordable Housing and detailing the design, tenure, mix, size and location of the Affordable Housing to be provided as part of the Development together with the identity of the Affordable Housing Provider and consisting of five (5) Rented Dwellings comprising five (5) x two-bedroom houses and one (1) x three-bedroom house as shown on the Affordable Housing Plan, unless such other alternative mix, percentage(s) and/or plot(s) is agreed with the Council acting reasonably (and such consent not to be unreasonably withheld or delayed)”

- 3.5 A new paragraph 1.12 shall be inserted in Schedule 3 of the Agreement as follows:

“Nothing in this Agreement shall prevent more than 25% of the Dwellings being delivered as Affordable Housing within the Development “Additional Affordable Dwellings” and in the event that “Additional Affordable Dwellings” are provided within the Development they shall not be bound by the restrictions and covenants in Schedule 3 of this Deed”
- 3.6 Schedule 4 of the Previous Agreement shall be deleted in its entirety.

4 AGREEMENTS AND DECLARATIONS

- 4.1 It is agreed between the parties that the terms of this Deed shall apply to and bind the Land.
- 4.2 In all other respects the Parties and confirm that the planning obligations in the Previous Agreement (as varied by this Deed) shall remain in full force and effect in respect of the Land.
- 4.3 On completion of this Deed the First Owner shall pay to the Council their reasonable legal costs that have been incurred in the negotiation and completion of this Deed.
- 4.4 This Deed is registrable as a local land charge and shall be registered as such by the Council.

- 4.5 Nothing in this Deed entitles a person who is not a party to this Deed to enforce any term of this Deed.
- 4.6 This Deed 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.
- 4.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

IN WITNESS whereof this Deed is executed as a deed by the parties and delivered the day and year first before written

The **COMMON SEAL** of)
SOUTH HOLLAND DISTRICT COUNCIL)
 was hereunto affixed in the presence of:-)

Authorised Signatory

EXECUTED as a deed by affixing the)
COMMON SEAL of **ACCENT HOUSING**)
LIMITED in the presence of:)