

Dated

12th March

2025

(1) South Holland District Council

and

(2) Accent Housing Limited

DEED OF VARIATION

Sections 106 and 106A of the Town and Country Planning Act 1990

**Relating to land on the east of
Spalding Road, Pinchbeck**

**South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE**

SHDC Reference: LD/H14-0646-24

Date

12th March.

2025

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council"); and
- (2) **ACCENT HOUSING LIMITED** (Registered Society No. 19229R) of 3rd Floor Scorex House, 1 Bolton Road, Bradford, BD1 4AS ("the Owner")

BACKGROUND

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated.
- (B) The Owner is the freehold owner of the Land registered at HM Land Registry under Title Number LL222216.
- (C) On 11 December 2019 the Council, Spalding Lifestyle and Gardening Centre Limited and Kaplan Property Ltd entered into the Original Agreement.
- (D) The Owner has via their agent submitted to the Council the Section 106A Modification Application to amend the obligations to allow for annual rent increases.
- (E) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to vary the terms of the Original Agreement as set out in this Deed.
- (F) The parties have agreed to enter into this Deed to give its consent to the terms of this Deed.
- (G) This agreement is made under Sections 106 and 106A of the Act and is supplemental to the Original Agreement.

NOW THIS DEED WITNESSES AS FOLLOWS:**1. DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

1.1

"Original Agreement"	means the agreement made under section 106 of the Act relating to land on the east of Spalding Road, Pinchbeck dated 11 December 2019 and made between (1) the Council and (2) Spalding Lifestyle and Gardening Centre Limited and (3) Kaplan Property Ltd
"Section 106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the Council and accepted on 12 August 2024 to amend the Affordable Housing provisions to allow for annual rent increased and allocated reference number H14-0648-24

2. CONSTRUCTION OF THIS DEED

- 2.1 Clause headings are for reference only and shall not affect the interpretation of this Deed.
- 2.2 Unless the context otherwise requires and save as herein varied all words and phrases defined in the Original Agreement shall have the same meaning in this deed.
- 2.3 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all

instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.

- 2.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party to the Land or any part thereof and in the case of the Council, successors to its functions.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Sections 106 and 106A of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers with the intent that the covenants and obligations shall run with the Land.

4. VARIATIONS TO THE ORIGINAL AGREEMENT

- 4.1 The Following definitions shall be added to the Original Agreement

"Original Agreement"	means the agreement made under section 106 of the Act relating to land on the east of Spalding Road, Pinchbeck dated 11 December 2019 and made between (1) the Council (2) Spalding Lifestyle and Gardening Centre Limited and (3) Kaplan Property Ltd
"Section 106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the Council and accepted on 12 August 2024 to amend the Affordable Housing provisions to allow for annual rent increased and allocated reference number H14-0648-24

- 4.2 The definition of "Affordable Rent" in Clause 1.1 to the Original Agreement shall be deleted and replaced with the following:

"Affordable Rent"	means an Affordable Dwelling rented to an Eligible Household by a local authority or an Affordable Housing Provider subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) or the local housing allowance for the area (subject to review in accordance with Schedule 3 paragraph 1.12)
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4.3 Paragraph 1.10 of Schedule 3 of the Original Agreement shall be amended so that the words "*pursuant to any default under the terms of its mortgage or charge*" are deleted from the paragraph.

4.4 A new paragraph shall be inserted into the Original Agreement at Schedule 3 as paragraph 1.12 as follows:

"1.12 Affordable Rent shall meet the following requirements:

1.12.1 the initial rent (including service charges if applicable) shall be no more than 80% of the local market rent or the local housing allowance (whichever is the lower).

1.12.2 during the term of a tenancy the rent may be subject to one annual rent review per year of the tenancy.

1.12.3 at the commencement of a new tenancy the starting rent must be the initial rent as defined in paragraph 1.12.1 above."

4.5 In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect.

5. THE OWNERS' COVENANTS

- 5.1 The Owners covenant to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed.

6. LOCAL LAND CHARGE

- 6.1 This Deed shall be registerable as a local land charge by the Council.

7. COUNCIL'S COSTS

- 7.1 The Owners shall pay to the Council on or before the date of this Deed:
- (a) the Council's reasonable legal costs of £625 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed; and
 - (b) the sum of £424 as a contribution towards the Council's costs in monitoring the implementation of this Deed.

8. VAT

- 8.1 Any consideration given under this Deed shall be done in such a way that the VAT liability is borne by the Owner and not the Council.

9. THIRD PARTY RIGHTS

- 9.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10. JURISDICTION

- 10.1 This Deed is governed by and interpreted in accordance with the laws of England and Wales

11. EXECUTION AND DELIVERY

This Deed is executed as a deed by the parties and is delivered on the date first hereinbefore written

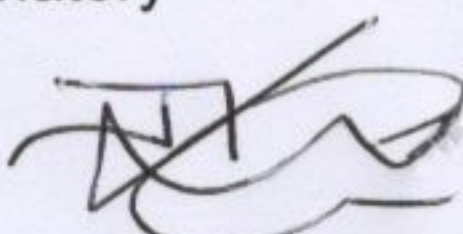
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

The **COMMON SEAL** of **SOUTH HOLLAND DISTRICT COUNCIL**

was hereunto affixed
in the presence of:-

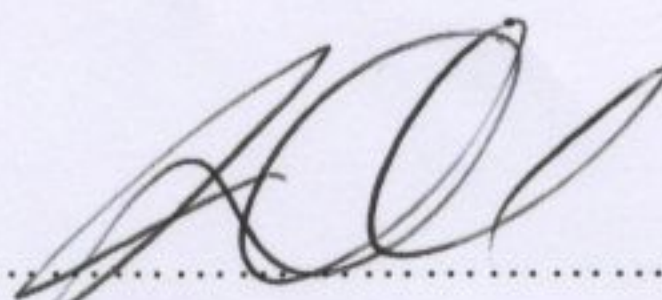


Authorised Signatory


AD Housing

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




.....
Member/Secretary