

Dated

2025

- (1) South Holland District Council**
- and**
- (2) Crispen Holdings Limited**

PLANNING OBLIGATION BY DEED
Section 106 of the Town and Country Planning Act 1990

**Relating to land at the Bull and Monkey Public House,
Churchgate, Spalding, PE11 2RA**

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

SHDC Reference: LD/H16-0767-23

Date

2025

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council"); and
- (2) **CRISPEN HOLDINGS LIMITED** (incorporated in the British Virgin Islands) care of Corinthian Trust Company Limited, PO Box 453, 186 Main Street, Gibraltar, GX11 1AA and care of Underwood Solicitors LLP, 40 Welbeck Street, London, W1G 8LN (reference PAR/NNS/6055) ("the Owner");

INTRODUCTION

- (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 under title number LL163551.
- (C) The Owner has via its agent applied to the Council for planning permission for the Land under reference H16-0767-23 for residential development for the demolition of the vacant former public house and the erection of an 86-bed Care Home including onsite parking, amenity space and associated works.
- (D) The Council resolved on 16 July 2025 to grant Planning Permission for the Development in accordance with the Application subject to the Owner entering this Deed without which Planning Permission for this Development would be refused.
- (E) The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (F) The parties agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

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

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

"Act"	means the Town and Country Planning Act 1990 as amended
"Application"	means the application for planning permission for the Development and allocated reference number H16-0767-23
"Chargee"	means a mortgagee or chargee (or any receiver) including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of • access, • site clearance, • demolition work, • archaeological investigations, • investigations for the purpose of assessing ground conditions, • remedial work in respect of any contamination or other adverse conditions,

	• the laying or diversion of services, • the erection of hoardings or other temporary means of enclosure, and • the temporary display of site notices or advertisements
“Commencement Notice”	means written notice to the Council of the intended date of Commencement of Development
“Development”	means the residential development of the Land for the demolition of the vacant former public house and the erection of an 86-bed Care Home including onsite parking, amenity space and associated works, pursuant to the Planning Permission
“Dwelling”	means any unit of residential accommodation constructed pursuant to the Planning Permission
“Index”	means the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if such index no longer exists such other index as is agreed between the parties
“Indexation”	means indexed as set out in Clause 13 of this Deed
“Interest”	means interest at the base rate of Lloyds Bank PLC plus 4%
“Land”	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan
“NHS Contribution”	means a contribution of thirty three thousand eight hundred and nineteen pounds and fifty pence (£33,819.50) which

	shall be used towards the expansion in capacity through remodelling/changes to layout or extension to existing facilities within the South Lincolnshire Rural Primary Care Network (PCN) at Beechfield Medical Centre and/or Munro Medical Centre. Alternatively, the funding may, where appropriate, be used to support expansion in capacity at an alternative general practice site as required to meet the local population health need.
“NHS”	means the relevant regional health care provider for Lincolnshire Integrated Care Board
“Occupation” and “Occupied”	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
“Plan”	means the plan attached to this Deed labelled as drawing number 1315PL-RDT-ZZ-DR-A-0001 being the site location plan submitted with the Application
“Planning Permission”	means the planning permission to be granted by the Council for the Development pursuant to the Application which is subject to this Deed and attached in draft hereto at Schedule 2 or such other planning permissions for the Development granted pursuant to section 73 or 96A of the Act

“Practical Completion”	means the completion of a Dwelling to a standard which is wind and watertight and fit for its intended use in terms of heating, plumbing, electrics and sanitation and “Practically Complete” shall be construed accordingly and a completion certificate issued pursuant to the then current Building Regulations shall be conclusive evidence that a Dwelling is practically complete.
“Working Days”	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

- 2.1 Clause headings are for reference only and shall not affect the interpretation of this Deed.
- 2.2 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.
- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4 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
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 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 Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and Section 93 of the Local Government Act 2003 and all other enabling powers with the intent that the covenants and obligations shall run with the Land.
- 3.2 The covenants, restrictions and obligations under this Deed are planning obligations pursuant to Section 106 of the Act and may be enforced by the Council.

4. CONDITIONALITY

- 4.1 This Deed and the obligations contained herein is conditional upon
- (a) the grant of Planning Permission; and
 - (b) the Commencement of Development
- SAVE FOR** the provisions of Clauses 8, 9.3 and 12 (legal costs, local land charge and change of ownership clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out herein

6. THE COUNCIL'S COVENANTS

- 6.1 The Council covenants to comply with its obligations as set out herein.

7. NOTICES AND RECORD KEEPING

- 7.1 Any notices required to be served pursuant to this Deed shall be deemed to have been properly served if delivered by hand or sent by recorded or special delivery to the principal address or registered office (as appropriate) of the relevant party or other such other address as may be notified by one party to other from time to time.

- 7.2 The Owner shall serve the Commencement Notice upon the Council at least twenty (20) Working Days prior to the Commencement of the Development.

8. THE COUNCIL'S COSTS

- 8.1 The Owners shall pay to the Council on or before the date of this Deed:
- (a) the Council's reasonable legal costs of £1,300 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed; and
 - (b) the sum of **TBC** as a contribution towards the Council's costs in monitoring the implementation of this Deed.

9. MISCELLANEOUS

- 9.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers and duties of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of the functions as a local authority.
- 9.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 9.3 This Deed shall be registerable as a local land charge by the Council.
- 9.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 9.5 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.
- 9.6 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 Owner) modified by any statutory procedure or expires prior to the Commencement of Development.
- 9.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or part of the Land but without prejudice to liability

for any subsisting breach arising in relation to that part prior to parting with such interest.

9.8 This Deed shall not be enforceable against:

9.8.1 owners occupiers or tenants of Dwellings (other than Affordable Dwellings in respect of the obligations contained in paragraph 1 of Schedule 3) nor against those deriving title from them;

9.8.2 any party solely as a result of such party possessing an interest in the Land relating to subsoil of land which has been adopted by the Council or any other relevant public body as maintainable at public expense;

9.8.3 statutory undertakers acquiring an interest in the Land for the purposes of their undertaking;

9.9 Representatives of the Council may enter upon the Land at any reasonable time upon reasonable prior written notice to ascertain whether the terms of this Deed are being or have been complied with.

9.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

10. FUTURE MORTGAGEE'S CONSENT

10.1 Any future mortgagee shall be bound by the obligations contained in this Deed to the extent they are binding on the Land and the security of any mortgage over any part of the Land shall take effect subject to this Deed **PROVIDED THAT** any future mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner **PROVIDED FURTHER THAT** it shall not in any event be liable for any breach of this Deed arising prior to it becoming a mortgagee in possession of the Land and nor shall it be liable for any breach of this Deed unless it shall have caused such breach to have occasioned.

11. WAIVER

11.1 No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver

shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12. CHANGE OF OWNERSHIP

- 12.1 The Owner agrees with the Council to give the Council immediate written notice of any change in the ownership of any of its interest in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferees name and address together with details of the part of the Land disposed of **PROVIDED THAT** this shall not apply in relation to the sale or lease of a single Dwelling

13. INDEXATION

- 13.1 The sums referred to in the Schedules shall be linked to the Index to the intent that the actual amounts to be paid shall be the amounts of the relevant payments as set out in Schedules Three and Four divided by the Index figure last published prior to the date of this Deed multiplied by the Index figure last published before the due date for payment and "Indexation" shall be construed accordingly.

14. INTEREST

- 14.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the actual date of payment.

15. VAT

- 15.1 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.

16. DISPUTE RESOLUTION

- 16.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed by agreement between the parties or in the absence of agreement as to the identity of the person by

or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute.

- 16.2 In the absence of agreement as to the appropriateness of the professional body then such question may be referred by any party to the president for the time being of the Royal Institution of Chartered Surveyors for him to determine the appropriate professional body.
- 16.3 Any person appointed pursuant to this clause shall act as an expert and his decision shall be final and binding on the parties in the absence of manifest error or fraud.
- 16.4 The expert's costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 16.5 Any expert shall be appointed subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than forty (40) Working Days after appointment.
- 16.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days written submissions and supporting material and each party will be entitled to make a counter written submission on the other party's original submission within a further ten Working Days.

17. SECTION 73 APPLICATIONS

- 17.1 It is agreed between the parties that where planning permission is issued in relation to the Development pursuant to an application under section 73 of the Act this Deed shall continue to bind the Development and shall be in full force and effect subject to and in accordance with the provisions contained herein **AND PROVIDED THAT** in the event that upon receipt of a relevant application under section 73 of the Act the Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligation.

18. JURISDICTION

18.1 This Deed is governed by and interpreted in accordance with the law of England.

19. EXECUTION AND DELIVERY

19.1 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

EXECUTED as a **DEED** by

CRISPEN HOLDINGS LIMITED

acting by a Director and its

Secretary or two Directors

Signature of Director

Signature of Secretary/Director

SCHEDULE 1

DETAILS OF THE OWNER'S TITLE, AND DESCRIPTION OF THE LAND

The Land is known as The Bull and Monkey Public House, Churchgate, Spalding, PE11 2RA and falling within Title Number LL163551 and shown edged red on the Plan.

SCHEDULE 2
DRAFT PLANNING PERMISSION

SCHEDULE 3
(THE OWNER'S COVENANTS)

The Owner covenants with the Council as follows:

1. NHS CONTRIBUTION

- 1.1 Not to Occupy or permit the Occupation of more than 50% of the Dwellings unless and until the NHS Contribution has been paid to the Council in full.

SCHEDULE 4

COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

1. NHS CONTRIBUTION

- 1.1 To pay the NHS Contribution into an appropriate interest-bearing section of the Council's combined accounts as soon as reasonably practicable after receipt from the Owner and to credit all interest so earned on the NHS Contribution to that account.
- 1.2 To notify the NHS within 10 working days of receipt of the NHS Contribution that the Council is in receipt of the NHS Contribution.
- 1.3 To pay the NHS Contribution to the NHS upon receipt of a document from the NHS that they will:
 - 1.3.1 pay the NHS Contribution into an appropriate interest-bearing section of the NHS's combined accounts ("Account") as soon as reasonably practicable and to credit all interest so earned on the NHS Contribution to that Account.
 - 1.3.2 apply the NHS Contribution for the purposes of the expansion in capacity through remodelling/changes to layout or extension to existing facilities within the South Lincolnshire Rural Primary Care Network (PCN) at Beechfield Medical Centre and/or Munro Medical Centre. Alternatively, the funding may, where appropriate, be used to support expansion in capacity at an alternative general practice site as required to meet the local population health need, the need of which arises from the Development and for no other purposes whatsoever; and
 - 1.3.3 return any unspent part of the NHS Contribution together with any interest earned pursuant to paragraph 1.3.1 above to the Council after the expiry of 10 years from the date of receipt of the NHS Contribution.
- 1.4 To pay to the Owner any unspent monies together with any interest so earned received by them pursuant to paragraph 1.3.3 within 28 days of receipt from the NHS or if such sum is not then paid to the NHS then to repay to the Owner within 10 years of receipt by the Council of the NHS Contribution.

2. GENERAL

- 2.1 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall as soon as practically possible effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 2.2 At the written request of the Owner the Council shall provide written confirmation of the full or partial discharge of the obligations given for the benefit of the Council contained in this Deed when satisfied that such obligations have been performed.