

Dated

1st April

2025

(1) South Holland District Council

and

**(2) The Official Custodian for Charities on behalf of the Trustees of the
Weston Consolidated Charity**

and

(3) The Trustees of the Weston Consolidated Charity

DEED OF VARIATION

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

**Relating to land on the north west side of
High Road, Weston, Spalding**

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

SHDC Reference: LD/H22-0574-24

Date

19 April

2025

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council");
- (2) **THE OFFICIAL CUSTODIAN FOR CHARITIES** on behalf of the Trustees of the Weston Consolidated Charity care of 23 New Road, Spalding, PE11 1DH ("the Owners"); and
- (3) **THE TRUSTEES OF THE WESTON CONSOLIDATED CHARITY** (Charity no. 231314 of 50 Bell Lane, Moulton, Spalding, PE12 6PH ("the Trust"))

and collectively shall be known as "the Parties".

BACKGROUND

- (A) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situated.
- (B) The Owners are the freehold owner of the Land registered at HM Land Registry under Title Number LL238335.
- (C) On 3 February 2021 the Parties entered into the Original Agreement.
- (D) On 28 June 2024 the Trust via their agent submitted the Section 106A Modification Application to the Council.
- (E) The purpose of this Agreement is to secure the removal of an obligation in Schedule 3 of the Original Agreement pursuant to the S.106A Modification Application.
- (F) 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.
- (G) The Parties have agreed to enter into this Deed and give its consent to the terms of this Deed.
- (H) This Deed is made under section 106 and 106A of the 1990 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:

"Original Agreement"	means the agreement made under section 106 of the 1990 Act dated 3 February 2021 relating to land on the north west side of High Road, Weston, Spalding and made between the Parties
"S.106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Trust to the Council and accepted on 28 June 2024 to remove of an obligation from the provisions of the Original Agreement and allocated reference number H22-0574-24

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 Site 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 1990 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 Site.

- 3.2 This Deed shall take effect upon the date that it is executed.

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 1990 Act dated 3 February 2021 relating to land on the north west side of High Road, Weston, Spalding and made between the Parties
"S.106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Trust to the Council and accepted on 28 June 2024 to remove of an obligation from the provisions of the Original Agreement and allocated reference number H22-0574-24

- 4.2 The covenants in Schedule 3 paragraph 2 (being the second number two) relating to "indistinguishable from the Market Dwellings" in the Original Agreement shall be deleted in its entirety.

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

5. THE TRUST COVENANTS

- 5.1 The Trust covenants 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. LEGAL COSTS

- 7.1 The Trust shall pay to the Council on or before the date of this Deed:
- (a) the Council their reasonable legal costs of £625 together with all reasonable disbursements that have been incurred in the negotiation and completion 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 Trust.

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.

11. EXECUTION AND DELIVERY

11.1 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

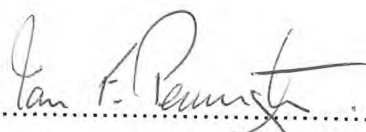
in the presence of:



Authorised Signatory



SIGNED as a **DEED** on behalf of the charity trustees by **Ian Fred Pennington** and **Anthony Casson** being two of their number, under an authority conferred pursuant to section 333 of the Charities Act 2011 in the presence of:


.....

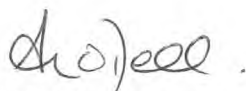
Signature of charity Trustee


.....

Signature of charity Trustee

(Authorised Signatories)

Signature of witness:



Name (in BLOCK CAPITALS): ANITA LORRAINE O'DELL

Address: 23 NEW ROAD

SPALDING

LINCS

PE11 1DH.