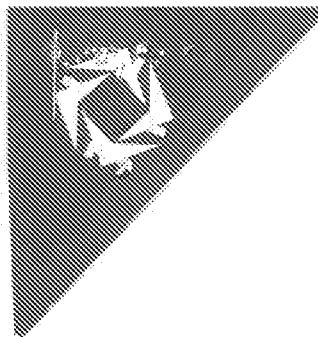




DATED 10 September 2024

BETWEEN:

- (1) ARUN DISTRICT COUNCIL
- (2) MILLER HOMES LIMITED
- (3) VIVID HOUSING LIMITED

s106A Deed of Variation

relating to a Deed dated 22 May 2022 made pursuant to Section 106 of the Town and Country Planning Act 1990 and relating to Land at Bayards Level, Mare Lane, Eastergate, PO20 3SA West Sussex (planning application ref: AL/113/21/OUT)

THIS DEED is dated

10 September

2024

Parties

- (1) **ARUN DISTRICT COUNCIL** of Bognor Regis Town Hall, Clarence Road, Bognor Regis, West Sussex PO21 1LD ("**the Council**")
- (2) **MILLER HOMES LIMITED** (Scottish Company registration Number SC255429) of Miller House, 2 Lochside View, Edinburgh EH12 9DH ("**the Owner**")
- (3) **VIVID HOUSING LIMITED** (Registered Society Number RS007544) of Peninsular House, Wharf Road, Portsmouth PO2 8HB ("**Vivid Housing**").

BACKGROUND

- A. The Council is the local planning authority for the purposes of s106 of the 1990 Act for the area within which the land is situated.
- B. The Council is the local planning authority by which the planning obligations contained in this Deed are enforceable.
- C. The Owner is the freeholder owner of the Land registered at the Land Registry under title number WSX434700.
- D. Vivid Housing has applied to modify under section 106A of the Town and Country Planning Act 1990 paragraph 8 of Schedule 1 of the section 106 agreement dated 22 May 2022 ("**the Original Agreement**") under reference **AL/174/23/PO** and has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed and the Original Agreement.
- E. Without prejudice to the terms of the other covenants contained in the Original Agreement, the parties wish to vary the Original Agreement as set out in this Deed with effect from the date of this Deed ("**the Variation Date**")
- F. The Council approved the proposed variations to the Original Agreement above by way of a decision under delegated authority dated 29 November 2023.
- G. This Deed is made under section 106A of the 1990 Act and is supplemental to the Original Agreement and is made with the intention that it binds all owners' interests in the Site and their successors in title.

AGREED TERMS

1. **Interpretation and Effect**

In this Deed, expressions defined in the Original Agreement and used in this Deed have the meaning set out in the Original Agreement (save as expressly varied by the provisions of this Deed). The rules of interpretation set out in the Original Agreement apply to this Deed.

2. **Statutory Provision**

This Deed is made pursuant to the provisions of sections 106 and 106A of the 1990 Act.

3. **Variation**

With effect from the Variation Date the parties agree that the Original Agreement shall be varied as set out in clause 3 below.

- 3.1. To delete paragraphs 8.1 and 8.2 of Schedule 1 of the Original Agreement; and
- 3.2. To replace paragraphs 8.1 and 8.2 with the following paragraphs:
 "8.1 any owner or occupier, *and any successor in title to the owner or occupier*, who staircases out by acquiring a 100% equity share in an Intermediate Unit, or
 8.2 a tenant or occupier who acquires the freehold or leasehold interest in any Affordable Rented Housing Unit pursuant to a statutory right to acquire or right to buy, *and any successor in title to the tenant or occupier*".
4. **Covenant to the Council**
 The Owner and Vivid Housing covenant to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed.
5. **Local Land Charge**
 This Deed shall be registered as a local land charge.
6. **Third Party Rights**
 It is not intended that any person other than a party to this Deed and their successors shall have any right to enforce any of its terms.
7. **Costs**
 The Owner shall pay the Council's reasonable and proper legal costs and disbursements in connection with the preparation, negotiation and completion of this Deed on completion of this Deed.
8. **Notices**
 - 8.1. The address for any notice or other written communication is as specified above in the case of each party hereto or (at the option of the recipient) such address as may be specified for service from time to time provided that the same is within the United Kingdom or (at the option of the party giving notice or other communication) the last-known place of business in the United Kingdom of the recipient.
 - 8.2. Any notice or other written communication to be served or given by one party upon or to any other under the terms of this Deed shall be deemed to have been validly served or given if received by first class recorded post, by electronic mail or by recorded delivery post or other service which provides for delivery on the next business day or by hand to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing **SAVE THAT** where delivery is via electronic mail the sender must also deliver such notice or written communication by recorded delivery post **PROVIDED THAT** the notice or other written communication is sent to the email address stated and marked as follows for each recipient:
 - 8.2.1. for the Owner at the address above
 - 8.2.2. for the Council at the address above or to planning@arun.gov.uk
 - 8.2.3. for Vivid Housing at the address above
 - 8.3. Unless the time of actual receipt is proven a notice demand or communication sent by the following means is to be treated as having been served:
 - 8.3.1. in the case of electronic mail in the absence of evidence of a delay at the time the message was sent **TOGETHER WITH** confirmation of recorded delivery;
 - 8.3.2. in the case of first class recorded post at the time delivery was signed for;

8.3.3. in the case of delivery by hand at the time delivery was made.

8.4. If a notice demand or any other communication is served after 4:00 pm on a Working Day or on a day that is not a Working Day it is to be treated as having been served on the next Working Day.

9. **Governing law and Jurisdiction**

9.1. 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.

9.2. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this document has been executed and delivered on the date first stated above.

Executed as a deed by **MILLER HOMES LIMITED**

.....
Signature of Director

.....
Attorney

Signature of Director/Secretary

.....

OR

Signature of Director

.....

in the presence of:

Witness' signature

Name (capital letters)

Address

JOYLE GRAHAM

MILLER HOMES

2, LODGE, NEW

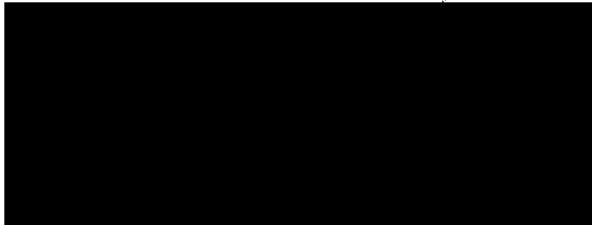
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EH12 9DN

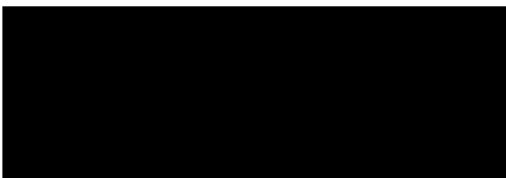
Occupation

SA

Executed as a Deed by Nicholas Wookey of
Sharratts (London) LLP as attorney under a
power of attorney dated 1st April 2023 for
VIVID HOUSING LIMITED in the presence
of:



Attorney Signature



Witness Signature

ALICE BOUNTON

Witness Name

Sharratts (London) LLP
1 The Old Yard
Rectory Lane
Brasted, Westerham
Kent TN16 1JP

Witness Address

Executed as a deed by affixing the common
seal of ARUN DISTRICT COUNCIL, in the
presence of:



SEEMT AHMED - LAWYER

Authorised Officer

