



DATED

22 July

2024

ARUN DISTRICT COUNCIL

-and-

WEST SUSSEX COUNTY COUNCIL

-and-

HASKINS GARDEN CENTRES LIMITED

-and-

HSBC UK BANK PLC

**DEED OF VARIATION OF AGREEMENT PURSUANT TO
SECTIONS 106 AND 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990**

**relating to land at Roundstone Garden Centre, Roundstone Bypass, Angmering,
Littlehampton West Sussex BN16 4BD**

PLANNING REFERENCE A/59/24/PO

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PARTIES

- 1) **HASKINS GARDEN CENTRES LIMITED** (Company Registration No 3368084) of Longham, Ferndown, Dorset BH22 2DJ (the "Owner") and
- 2) **HSBC UK BANK PLC** (Company Registration No 9928412) of Customer Service Centre, BX8 5HB (the "Mortgagee")
- 3) **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, Littlehampton BN17 5LF (the "Council")
- 4) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester PO19 1RQ ("the County Council")

RECITALS

- A The Owner is the freehold owner of the Application Site registered at the Land Registry under Title Number WSX252363.
- B The Council is the local planning authority for the purposes of this Deed under the Act and for the area in which the Application Site is situated and by whom the obligations within this Deed are enforceable.
- C The County Council is a planning authority and is also the highway authority for the area in which the Application Site is situated.
- D The Council entered into a Section 106 Agreement dated 23 December 2010 and made between (1) the Owner (2) Lloyds Bank TSB PLC and (3) the Council ("the Original Agreement") which secured the provision of planning obligations in respect of the Application Site.
- E The Owner, the Council and the County Council entered into a deed of variation dated 14 November 2012 and made between (1) the Owner (2) Santander UK PLC and (3) the Council and (4) the County Council ("the First Deed of Variation") and the Owner and the Council entered into a further deed of variation dated 15 August 2013 and made between (1) the Owner (2) Santander UK PLC and (3) the Council ("the Second Deed of Variation") and the Owner and the Council entered into a further deed of variation dated 15 January 2015 and made between (1) the Owner (2) Santander UK PLC and (3) the Council ("the Third Deed of Variation").

- F The parties hereto agree to vary the terms of the Original Agreement as varied as set out in clause 3 to this Deed.
- G Without prejudice to the terms of the other covenants contained in the Original Agreement, the Council agrees with the Owner to vary the terms of Original Agreement as set out in this Deed.

1. CONSTRUCTION OF THIS DEED

- 1.1 The provisions of the Original Agreement relating to its interpretation apply to this Deed except to the extent that they are expressly varied by this Deed.
- 1.2 The Original Agreement shall be varied in the manner set out in clause 3 of this Deed.
- 1.3 The definitions, clauses, obligations and provisions of the Original Agreement shall remain in full force and effect except as varied or added to by this Deed and shall continue to be applicable to the Site as defined in the Original Agreement and remain to be performed to the extent that they have not already been performed.
- 1.4 Save where the context otherwise requires the expressions used in this Deed shall have the same meaning or meanings as those stated in the Original Agreement.
- 1.5 Headings contained in this Deed are for reference purposes only and are not incorporated into the Deed and shall not be deemed to be an indication of the meaning of the parts of this Deed to which they relate.
- 1.6 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. LEGAL BASIS

- 2.1 This Deed is supplemental to the Original Agreement and is made pursuant to sections 106 and 106A of the 1990 Act, Section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003, Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.2 The covenants obligations restrictions and requirements imposed upon the Parties by this Deed:

- 2.2.1 are entered into pursuant to the provisions of section 106 of the 1990 Act;
- 2.2.2 are planning obligations for the purposes of section 106 of the 1990 Act;
- 2.2.3 relate to the Application Site;
- 2.2.4 are entered into with intent to bind the Owner's interest in the Application Site and each and every part thereof into whosoever hands the same may come;
- 2.2.5 are enforceable by the Council as local planning authority; and
- 2.2.6 are executed by the respective Parties as a deed.

2.3 This Deed shall take effect upon the date hereof.

3. VARIATIONS TO THE ORIGINAL AGREEMENT

- 3.1 The parties agree that the Original Agreement shall be varied as set out within this clause 3.
- 3.2 an additional category shall be added to Schedule 2 of the Original Agreement (as varied) as follows:

"(21) Household products including storage, cleaning and laundry items up to a limit of 120 square metres of floor area."

4. AGREEMENT

It is agreed that the Original Agreement (as varied) shall remain in full force and effect.

5. COVENANTS OF THE OWNER

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

6. MISCELLANEOUS

- 6.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed.
- 6.2 This Deed shall be registered as a local land charge by the Council.
- 6.3 The Owner and the Mortgagee warrant that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Application Site.

- 6.4 The Mortgagee has agreed to enter into this Deed to give consent to the covenants by the Owner.

7. JURISDICTION

- 7.1 This Deed including its construction, validity, performance and enforcement and any dispute arising or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and interpreted in accordance with English law.
- 7.2 The Parties irrecoverably agree that the English courts shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes and claims).

8. DELIVERY

This Deed is delivered on the date written at the start and the provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof these presents have been executed by the parties hereto as a Deed and delivered on the day and year first before written

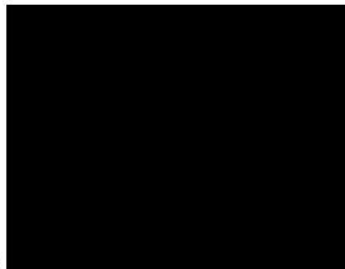
EXECUTED AS A DEED by)

the Common Seal of)

ARUN DISTRICT COUNCIL)

was hereunto affixed in the presence of:)

Authorised Signatory



EXECUTED AS A DEED by)

the Common Seal of)

WEST SUSSEX COUNTY COUNCIL)

was hereunto affixed in the presence of:)

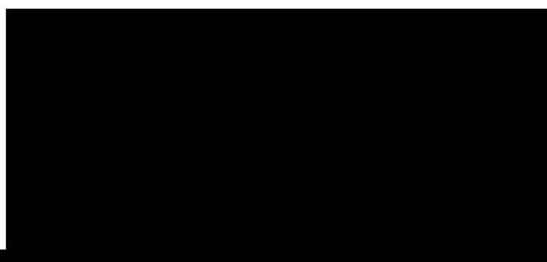


EXECUTED as a DEED by

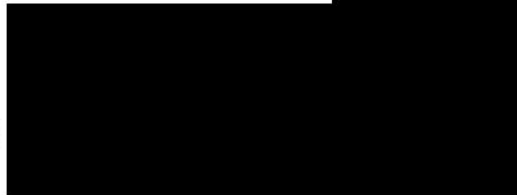
HASKINS GARDEN CENTRES

LIMITED acting by a director

in the presence of



Witness Signature:



Witness Name:

ALISON WAKE.

Witness Address:

24 EASTLEAZE ROAD

BLANDFORD Forum DTU 7UN.

EXECUTED as a DEED by

[M. POVEY]

as attorney for HSBC UK BANK PLC

under a power of attorney dated

[2nd MAY 2024]

in the presence of:

Witness Signature

Witness Name:

ERSHA SINGH

Witness Address:

HSBC UK BANK

LEVEL 7, THAES TOWER

READING