



DATED 31 OCTOBER 2025

- (1) ARUN DISTRICT COUNCIL
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) FELPHAM CARE (HALEBOURNE) LIMITED

DEED OF VARIATION
UNDER
SECTIONS 106 AND 106A
OF
THE TOWN AND COUNTRY PLANNING ACT 1990

Relating to land at Land at Stanhorn Grove, Felpham, PO22 8FA

Planning Refs: FP/108/25/DOV

Arun District Council
The Civic Centre
Maltravers Road
LITTLEHAMPTON BN17 5LF



Date: 31 OCTOBER 2025

PARTIES:

- 1 ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, LITTLEHAMPTON BN17 5LF ("the Council")
- 2 WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, PO19 1RQ ("the County Council")
- 3 FELPHAM CARE (HALEBOURNE) LIMITED** (Co. Regn. No. 14064709) of Ground Floor, 4 Tanners Yard, London Road, Bagshot GU19 5HD ("the Owner")

WHEREAS

1. The Council is the Local Planning Authority, the Local Housing Authority and the Local Authority responsible for Leisure and Open Spaces for the area in which the Land is situated.
2. The County Council is a county planning authority and the highway authority, the education authority and the authority responsible for the provision of libraries and fire and rescue services.
3. The previous owner transferred title to the Owner on 14th July 2025.
4. The land to which this deed relates formerly comprised part of the land registered under Title Number WSX313126 referred to in the original Section 106 Agreement. This is now registered under Title Number WSX454649.
5. This Deed is supplemental to and to the extent that its contents so provide, varies the Section 106 Agreement to the extent only that the Section 106 Agreement relates to the Land.



5. The provisions of this Deed bind the Land, the parties to this Deed and their successors in title.

6. The Owner, the Council, and the County Council have agreed to amend the Section 106 Agreement.

7. This is made as a Deed.



NOW THIS DEED WITNESSETH as follows:

1. Interpretation

1.1 In this Deed unless otherwise stated the following expressions shall where the context so admits have the following meanings:

1.1.1. **“Land”** means Land to the west of Pumping Station, Hoe Lane, Flansham, Bognor Regis as shown for the purposes of identification edged in red on the Plan.

1.1.2 **“Plan”** means the plan attached to this Deed as Appendix 1.

1.1.3 **“Section 106 Agreement”** means the ^{unilateral undertakings} ~~Deed~~ means dated 27th June 2023 ^{by} ~~the S.106 agreement between~~ Kingsoak Homes Limited (1), ^{and} Halebourne Care Group Limited (2), ^{to} the Council (3) and the County Council (4) in relation to planning permission FP/104/22/PL

1.2 Unless the context otherwise requires, all words and phrases defined in the Section 106 Agreement shall have the same meaning in this Deed.

1.3 Clause heading shall not affect the interpretation of this Deed.

1.4 A **“person”** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

1.5 A reference to a **“company”** shall include any company, corporation or other body corporate, where and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.7 Unless the context otherwise requires a reference to one gender shall include a reference to other genders.

1.8 A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the



party and in the case of the Council and the County Council the successors to their respective statutory functions.

- 1.9 Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to “**writing**” and “**written**” does not include fax or email.
- 1.12 Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. Legal Basis

- 2.1 This Deed is made under Section 106 and 106A of the Act and its purpose is to vary the Section 106 Agreement with the intention that the planning obligations contained in the Section 106 Agreement shall also apply to development to be undertaken in accordance with the Section 73 ~~Permission~~ ^{Consent} save for any variations contained within this Deed .
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations under Section 106 and Section 106A of the Act and are enforceable by the Council (and County Council (as appropriate)) in accordance with Section 106 of the Act as local planning authorities against the Owner.
- 2.3 The planning obligations contained in this Deed shall bind the Land.

3. Commencement

This Deed shall come into effect on the date first mentioned herein.

4. Variation of the Section 106 Agreement

- 4.1 The parties agree that the Section 106 Agreement shall be varied as follows:



4.1.1 The definition of Library Contribution in Clause 1.1 shall be replaced with the following:

“Library Contribution” means a sum of £18,539.00 (Eighteen Thousand and Five Hundred and Thirty Nine Thousand Pounds) payable to the County Council which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 2 of the Schedule of this Agreement being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards additional facilities at a new Tier 7 library serving Felpham, or, if a new library is not forthcoming then the contribution shall be spent on additional facilities at the nearest existing library serving the development PROVIDED THAT should Commencement of Development take place after 31ST March 2026, the sum shall be recalculated using the latest published census statistics published by the Office for National Statistics.

4.1.2 The definition of Fire and Rescue Contribution in Clause 1.1 shall be replaced with the following:

“Fire and Rescue

Contribution”

means a sum of £1,520.00 (One Thousand Five Hundred and Twenty Pounds) payable to the County Council which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 3 of the Schedule of this Agreement being a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Site to serve the additional needs of the community generated by the Development and to be used towards supply and installation of additional fire safety equipment/smoke alarms to vulnerable persons homes in West Sussex Fire Rescue Services Southern Area serving Felpham PROVIDED THAT should Commencement of Development take place after 31st March 2026, the sum shall be re – calculated using the



latest published census statistics published by the
Office for National Statistic

4.1.3 Clause 6.4 of the Section 106 Agreement shall be deleted and replaced with the following.

“6.4 The Owner and Developer agree with the County Council that aside from the Library Contribution and Fire and Rescue Contribution any sum payable to the County Council and referred to in the Schedule to this Deed shall be increased by the application of the following formula:

$A = B \times (C \text{ divided by } D - \text{is equal to or greater than } 1)$

Where A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

C is the BCIS Index at the date payment falls due

D is the BCIS Index at the date of consultation (27th July 2022)

4.1.4 A new Clause 6.4 shall be inserted into the Section 106 Agreement as follows

“6.5 The Owner and Developer agree with the County Council that the Library Contribution and Fire and Rescue Contribution payable to the County Council and referred to in the Schedule to this Deed shall be increased by the application of the following formula:

$A = B \times (C \text{ divided by } D - \text{is equal to or greater than } 1)$

Where A is the sum actually payable on the date of payment



B is the original sum mentioned in this Deed

C is the BCIS Index at the date payment falls due

D is the BCIS Index at the date of consultation (*July* 2025)

And Indexation shall be construed accordingly;"

5. Continuation of the terms of the Section 106 Agreement

It is hereby agreed and declared by the Council, the County Council and the Owner that saving and excepting as expressly provided for by the provisions of this Deed the covenants and provisions contained in the Section 106 Agreement shall continue to have full force and effect.

6. Costs

- 6.1 The Owner covenants with the Council prior to the completion of this Deed to pay to the Council's reasonable legal costs and disbursements in connection with this Deed.
- 6.2 The Owner covenants with the County Council prior to completion of this Deed to pay to the County Council the County Council's reasonable legal costs and disbursements in connection with this Deed.

7. Miscellaneous

- 7.1 Unless expressly stated to the contrary, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person or persons other than the Parties shall have any rights under it nor shall it be enforceable by any person other than the Parties.
- 7.2 Upon completion this Deed shall be registered as a Local Land Charge by the Council.

8. RELEASE

- 8.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the ~~Site~~^{Land}, or parting with its interest in



that part of the ~~Site~~^{Land} to which the relevant covenant, restriction or obligation relates, save in respect of any breach subsisting prior to parting with such interest. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the ~~Site~~^{Land} in any transfer or disposal of the ~~Site~~^{Land} will constitute an interest for the purposes of this clause.

8
7.2 This Deed shall not be enforceable against any owner or occupier of any dwelling provided as part of the Development or any statutory undertaker acquiring an interest in the ~~Site~~^{Land} for the purposes of its undertaking or against their mortgagees, charges or person deriving title from them.

9. MORTGAGEE EXEMPTION

9.1 The Parties agree that the obligations contained in this Deed shall not be enforceable against any mortgagee or chargee of the whole or any part of the ~~Site~~^{Land} unless it takes possession of the ~~Site~~^{Land} in which case it will be bound by the obligations as a person deriving title from the Owner

10. Governing Law and Jurisdiction

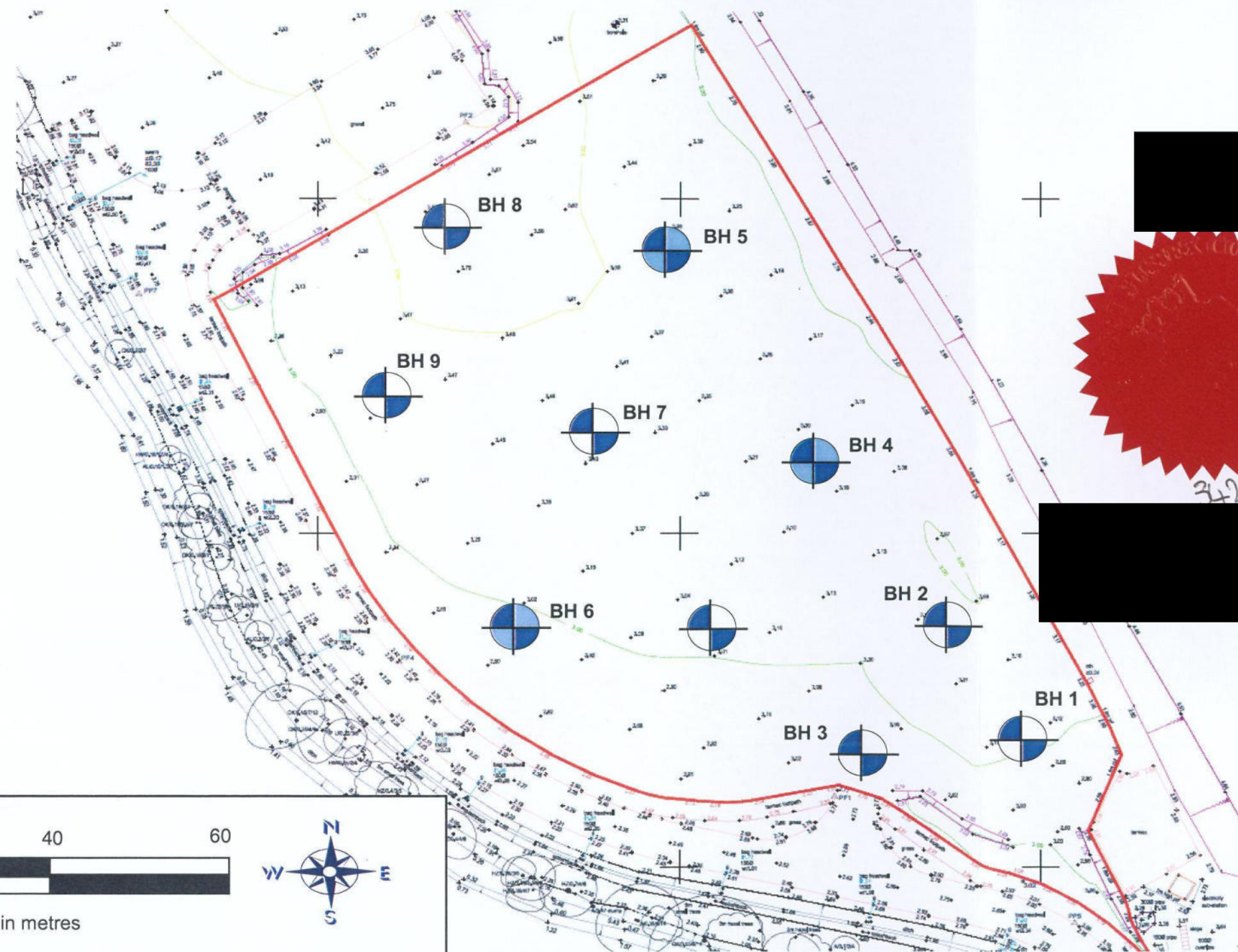
This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the jurisdiction of the courts of England.

Appendix 1

Plan

Site Felham Care Home Development Site

Client Halebourne Group



This Agreement is executed as a deed by the parties and is delivered and takes effect on the date at the beginning hereof:

THE COMMON SEAL of
ARUN DISTRICT COUNCIL
was affixed to this deed in the presence of
Authorised Signatory:

)
)
)
)



Signature:

[Redacted signature]

Name: *Zinat Owale - Oyekesa*

Seal Book No. 223 / 2025

THE COMMON SEAL of)

WEST SUSSEX COUNTY COUNCIL
was affixed to this deed in the presence of:

)
)

Authorised Signatory

[Redacted signature]

Name:

Seal Book No: 34254/2025



Executed as a DEED by
FELPHAM CARE (HALEBOURNE) LIMITED



in the presence of:

Witness Signature. 

Witness Name. SUSAN CUNNINGHAM

Witness Address. 4 TANNERS YARD,

LONDON ROAD, BAGSHOT, SURREY

GU19 5HD

Witness Occupation. ACCOUNTANT