

DATED 30 November 2022

(1) ARUN DISTRICT COUNCIL

(2) THE VOLUNTARY ASSOCIATION FOR SURREY DISABLED LIMITED

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

Relating to land at 100 Ancton Way, Middleton on Sea, Bognor Regis PO22 6JR

Planning Ref: M/96/82 and M/36/22/PO

Arun District Council
The Civic Centre
Maltravers Road
LITTLEHAMPTON
BN17 5LF
DX57406 LITTLEHAMPTON

Ref: 9100

Date: 30 November 2022

PARTIES:

- 1 ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, Littlehampton, BN17 5LF ("the Council") and
- 2 THE VOLUNTARY ASSOCIATION FOR SURREY DISABLED LIMITED** of Leatherhead Court, Woodlands Road, Leatherhead, Surrey, KT22 0BN (company registration no. 07759768) ("the Owner")

WHEREAS

1. The Council is the Local Planning Authority for the area in which the Land is situated.
2. The Previous Owner transferred Title Number WSX264965 (comprising the Land in the Original Agreement) to the Owner on 9 December 2011.
3. The Owner is the registered proprietor with Title Absolute of the Land registered at HM Land Registry under Title Number WSX264965 known as land at 100 Ancton Way, Bognor Regis PO22 6JR.
4. This Deed is supplemental to and to the extent that its contents so provide, varies the Original Agreement to the extent only that the Original 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 and the Council have agreed to amend the Original 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 100 Ancton Way, Middleton on Sea, Bognor Regis PO22 6JR, as shown for the purposes of identification edged in red on the Plan.

1.1.2 **"Original Agreement"** means the Section 52 Agreement dated 21 April 1983 entered into by (1) Arun District Council and (2) Cheam Invicta Club for Disabled and Non-Disabled Young People (being the landowner at the time the Original Agreement was executed).

1.1.3 **"Plan"** means the plan attached to this Deed as Appendix 1.

1.1.4 **"Previous Owner"** means Cheam Invicta Club for Disabled and Non-Disabled Young People

1.2 Unless the context otherwise requires, all words and phrases defined in the Original 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 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.
- 1.14 The Owner shall upon parting with its freehold interests in any part of the Land be released from all obligations rights and duties under the terms of this Deed insofar as they relate to such part of the Land (save in respect of liability for any antecedent breach by the Owner of this Deed) and shall upon parting with the entirety of this freehold ownership interests in the Land as a whole be released from all liability whatsoever under the terms of this Deed save insofar as it relates to an antecedent breach by the Owner of this Deed.

2. Legal Basis

- 2.1 This Deed is made under Section 106 and 106A of the Act and its purpose is to vary the Original Agreement with the intention that the planning obligations contained in the Original Agreement shall be discharged.
- 2.2 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 Original Agreement

The parties agree that the covenant by the Owner set out in clause 3(a) of the Original Agreement shall be discharged. The Owner will no longer be bound by the restriction requiring the Land to be used for no purpose other than for holiday occupation for disabled persons and necessary attendants.

5. Costs

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

6. Miscellaneous

- 6.1 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.
- 6.2 Upon completion this Deed shall be registered as a Local Land Charge by the Council.

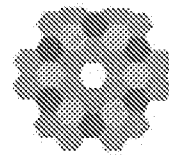
7. Governing Law and Jurisdiction

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.

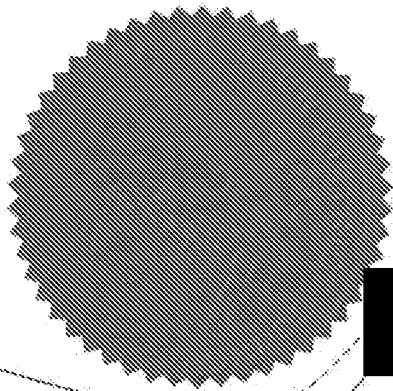
Appendix 1
Plan

HM Land Registry Official copy of title plan

Title number **WSX264965**
Ordnance Survey map reference **SU9800SE**
Scale **1:1250**
Administrative area **West Sussex : Arun**



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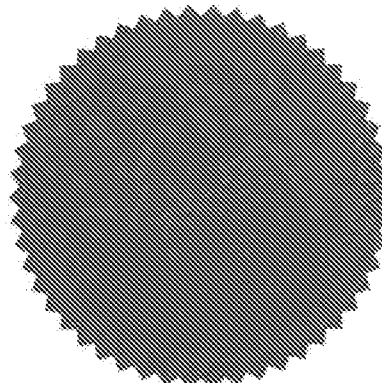
This Agreement is executed as a deed by the parties and is delivered and takes effect on the date at the beginning hereof.

THE COMMON SEAL of ARUN)

DISTRICT [REDACTED])

was affixed to this deed in the)

presence of: [REDACTED])



Authorised Signatory:

Name: SOFINA AHMED

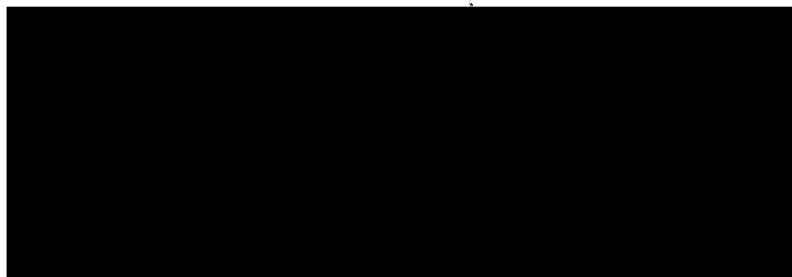
Occupation: SOLICITOR

Seal Book No. 380/222

EXECUTED as a DEED by

THE VOLUNTARY ASSOCIATION FOR SURREY DISABLED LIMITED

Director:



in the presence of:

Signature of witness [REDACTED] Rachel Boyce Davies

Name (in BLOCK CAPITALS) RACHEL BOYCE-DAVIES

Address [REDACTED] "TIMBERS", KEENS LANE,
GUILDFORD, SURREY GU3 3JT