

Dated

17th January 2021

(1) SOUTH OXFORDSHIRE DISTRICT COUNCIL

(2) BELLWAY HOMES LIMITED

**Supplemental Deed of Agreement Under Section 106A of the Town & Country
Planning Act 1990 relating to the development of land at Hampden Gardens
Thame Park Road Thame Oxfordshire**

Planning reference: P14/S1619/O

District reference: 009454

This Deed is dated

17th January 2023

BETWEEN

- (1) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** of 135 Eastern Avenue Milton Park Abingdon Oxfordshire OX14 4SB and any successor to its statutory functions and any duly appointed employee or agent of South Oxfordshire District Council or such successor ("**District Council**")
- (2) **BELLWAY HOMES LIMITED** (Co. Reg. No: 670176) of Woolsington House, Woolsington, Newcastle Upon Tyne, England, NE13 8BF ("**Owner**")

BACKGROUND

- (A) The District Council is the district planning authority within the meaning of the Town and Country Planning Act 1990 (as amended) in respect of the Site
- (B) On 18 March 2015 the District Council (1) Oxfordshire County Council (2) Elizabeth Geraldine Baty and Olivia Anne McGuffie (3) and Commercial Estates Projects Limited (4) entered into a Deed of Agreement under Section 106 of the Town and Country Planning Act 1990 (as amended) relating the development of the Site in accordance with Planning Application P14/S1619/O ("**the Original Deed**")
- (C) The Owner acquired the Site from Elizabeth Geraldine Baty and Olivia Anne McGuffie on 7 August 2015 and is the registered proprietor of that part of the Site comprising the Allotments which is registered at HM Land Registry with title number ON321027
- (D) The Owner has offered to transfer the Allotments at nil cost together with the Allotments Commuted Sum to Thame Town Council pursuant to paragraph 3.1.4 of the Fifth Schedule of the Original Agreement and the Parish has agreed by resolution dated 5 March 2020 to accept a transfer of the Allotments together with the Allotments

Commuted Sum pursuant to paragraph 3.1.4 following the issue of the Certificate of Practical Completion by the District Council and expiration of the Maintenance Period

- (E) To facilitate the direct transfer of the Allotments and the Commuted Sum to the Parish the District Council and the Owner have agreed that the Original Deed shall be varied as set out in Clause 3 of this Deed

1. Interpretation

- 1.1 The capitalised terms of this Deed shall (unless otherwise provided by this Deed) have the same meaning and interpretation as provided in the Original Deed
- 1.2 References to this Deed means this deed of variation.
- 1.3 This Deed is supplemental to and varies the provisions of the Original Deed
- 1.4 Words and expressions defined in the Original Deed shall, unless the context otherwise requires, bear the same meanings in this Deed.
- 1.5 The provisions in the Original Deed regarding interpretation shall apply to this Deed.
- 1.6 Save as varied by this Deed the District Council and the Owner affirms and confirms the contents of the Original Deed

2. Legal effect

- 2.1 This Deed constitutes a planning obligation for the purposes of the 1990 Act which binds the Site and is a variation to the Original Deed and is made pursuant to section 106 and 106A of the 1990 Act.
- 2.2 Nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the District Council in the exercise by it of its statutory functions and the rights, powers, duties and obligations of the District Council under private statutes are effectively exercised as if it were not a party to this Deed.
- 2.3 This Deed shall be registered as a local land charge in the Register of Local Land Charges
- 2.4 This Deed is subject to and will be construed in all respects in accordance with the provisions of English law.

2.5 It is hereby agreed between the District Council and the Owner that the provisions of this Deed take effect upon the date hereof.

3. Variation

The District Council and the Owner agree and declare that the Original Deed is hereby varied as follows:

3.1 In clause 1.1 of the Original Agreement there shall be added the following definition:
“Thame Town Council” the parish authority for Thame Oxfordshire and any successor to its statutory functions and any duly appointed employee or agent

3.2 In paragraph 1 of the Fifth Schedule the definition for **Certificate of Practical Completion** shall be deleted and replaced with the following definition:

“Certificate of Practical Completion” means a Certificate or Certificates issued by the District Council (or for any works required to the Allotments issued by Thame Town Council confirming that the works in question have been completed to the District Council’s satisfaction or for any works required to the Allotments to the satisfaction of Thame Town Council

3.3 In paragraph 1 of the Fifth Schedule there shall be added the following definition:

“Defect Notice” a notification or notifications in writing served on the Developer by Thame Town Council during the Defects Period providing details of defects at or on the Allotments as identified by Thame Town Council

3.4 In paragraph 1 of the Fifth Schedule there shall be added the following definition

“Defects Period” a period of 12 months from the date of the transfer of the Allotments to Thame Town Council

3.5 In paragraph 1 of the Fifth Schedule the definition for Practical Completion shall be deleted and replaced with the following definition:

“Practical Completion” means the stage at which works have been completed to the satisfaction of the District Council (or in the case of the Allotments Thame Town Council) to enable a Certificate of Practical Completion to be issued and “Practically Completed” and “Practically Complete” shall be construed accordingly PROVIDED

THAT in the case of the Allotments this shall not preclude the requirement for the Developer to remedy any defects identified in any Defects Notice served during the Defects Period

3.6 Paragraph 3.1.2 shall have the words "or Thame Town Council" added at the end of the paragraph

3.7 Paragraph 3.1.3 of the Fifth Schedule shall be deleted and replaced with the following:

3.1.3 To maintain the Allotments to the reasonable satisfaction of Thame Town Council until the transfer to Thame Town Council pursuant to paragraphs 3.1.4 and 3.1.5 below and thereafter to remedy any defects identified within a Defect Notice served during the Defects Period to the satisfaction of Thame Town Council

3.8 Paragraph 3.1.4 of the Fifth Schedule shall be deleted and replaced with the following:

3.1.4 To offer to transfer the Allotments to Thame Town Council following issue of the Certificate of Practical Completion and to effect the transfer of the Allotments to Thame Town Council within 20 working days of Practical Completion

3.9 Paragraph 3.1.5 of the Fifth Schedule shall be deleted and replaced with the following:

3.1.5 In the event that Thame Town Council accepts the offer to transfer the Allotments pursuant to paragraph 3.1.4 above to pay the Allotments Commuted Sum to Thame Town Council prior to completion of the said transfer

IN WITNESS whereof the parties hereto have executed this instrument as a Deed the day and year first before written

The COMMON SEAL of
SOUTH OXFORDSHIRE
DISTRICT COUNCIL



03/24

was hereunto affixed

under the authentication of: -

Name: VIVIEN WILLIAMS

The Officer appointed for this purpose

EXECUTED as a DEED by
BELLWAY HOMES LIMITED acting by its Attorney

pursuant to a Power of Attorney dated ~~21 May 2022~~ 1 OCTOBER 2023

Admalykely
Attorney

S. D. Jones
Attorney

IBB
LAW
LLP

in the presence of:

Witness Signature: CW

Witness Name: CHRISTOPHER WEIR

Witness Address: IMPERIUM, IMPERIAL WAY, READING, RG2 0TD.