

DATED THE 4th DAY OF March, 2015

**SUPPLEMENTAL AGREEMENT UNDER SECTION 106A OF THE TOWN & COUNTRY
PLANNING ACT 1990 RELATING TO LAND AT LANESIDE ROAD, HASLINGDEN,
ROSSENDALE**

between

(1) Rossendale Borough Council

and

(2) REDROW HOMES LIMITED

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THIS DEED is dated ¹⁴ day of ^{March} 2015

- (1) Rossendale Borough Council of The Business Centre, Futures Park, Bacup, Lancashire OL13 0BB (the Council).
- (2) Redrow Homes Limited (Co Regn No 01990710) of Redrow House St David's Park Flintshire CH5 3RX ("the Owner")

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (TCPA 1990) for the area in which the Site is situated.
- (B) The Owner is the registered freehold owner of the Property free from encumbrances.
- (C) Planning Permission was granted by the Council under reference number 2002/0497 subject to completion of the Original Agreement.
- (D) The Original Agreement was completed on 6th February 2003 regulating development of the Property and is binding on successors in title.
- (E) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to vary the terms of Original Agreement as set out in this deed.
- (F) This agreement is made under section 106A of the TCPA 1990 and is supplemental to the Original Agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed.
- 1.2 All words and phrases defined in the Original Agreement shall have the same meaning in this deed save where the context otherwise dictates.
- 1.3 In this deed the following expression shall have the following meaning:
Original Agreement: the agreement made under section 106 of the TCPA 1990 dated 6th February 2003 between (1) Rossendale Borough Council (2) Gordon Briggs & (3) GMO Auctions Limited.

- 1.4 All references in this deed to clauses in the Original Agreement are to clauses within the Original Agreement.
- 1.5 Clause headings shall not affect the interpretation of this deed.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.8 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.11 A reference to a statute or statutory provision shall include any subordinate legislation made under that statute or statutory provision.
- 1.12 A reference to writing or written does not include faxes or e-mail.
- 1.13 References to clauses, Schedules and plans (unless the context otherwise requires) are to clauses, Schedules and plans of this deed.
- 1.14 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.15 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.16 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. **STATUTORY PROVISION**

This deed is made pursuant to the provisions of sections 106 and 106A of the TCPA 1990, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and any other enabling powers.

3. **VARIATIONS TO THE ORIGINAL AGREEMENT**

3.1 The provisions of the Original Agreement shall remain fully effective and applicable as varied by this Deed for the planning permission granted under reference number 2002/0497 and the terms of the Original Agreement shall have effect as though the provisions contained in this deed had been originally contained in the Original Agreement.

3.2 The definition of "POS Commuted Sum" contained in Original Agreement shall be deleted and substituted with the following wording:

"The POS Commuted Sum means the sum of Forty Six Thousand Pounds (£46,000)"

3.3 Clause 3.1 & 3.2 of the Original Agreement shall be deleted

3.4 Clause 4.1 of the Original Agreement shall be amended by adding the following words at the end thereof :

"or for the provision and maintenance of any other areas of Public Open Space within Rossendale".

3.5 Clause 4.2 of the Original Agreement shall be deleted

3.6 In all other respects the Original Agreement (as varied by this deed) shall remain in full force and effect.

4. **COVENANTS TO THE COUNCIL**

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

4.2 The Commuted Sum mentioned in this Agreement shall be paid to the Council on the date hereof.

5. **LOCAL LAND CHARGE**

This deed shall be registered as a local land charge.

6. **ENDORSEMENT**

Promptly following completion of this deed the Council shall endorse a memorandum of variation on the Original Agreement in the following terms:

"This Agreement has been varied by a supplemental agreement dated [DATE] and made between the Council and the Owner."

7. **VALUE ADDED TAX**

7.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.

7.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

8. **THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under, or in connection with, it by virtue of the Contracts (Rights of Third Parties) Act 1999.

9. **GOVERNING LAW**

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 and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

No. IN SEAL REGISTER
115134

The Common Seal of Rossendale Borough Council
was affixed to this document in the presence of:



Authorised signatory

[Redacted signature]

SIGNED as a **DEED** by

[Redacted name]

as attorney for

REDROW HOMES LIMITED

in the presence of

[Redacted name]

as attorney for **REDROW HOMES LIMITED**

Signature of witness

[Redacted signature]

Name (in BLOCK CAPITALS)

[Redacted name]

Address

[Redacted address]

SIGNED as a **DEED** by

[Redacted name]

as attorney for

REDROW HOMES LIMITED

in the presence of:-

[Redacted name]

as attorney for **REDROW HOMES LIMITED**

Signature of witness

[Redacted signature]

Name (in BLOCK CAPITALS)

[Redacted name]

Address

[Redacted address]