

DATED 6<sup>th</sup> February 2018 ~~2017~~

Vale of Glamorgan Council (1)

Taylor Wimpey UK Limited (2)

Wales & West Housing Association Limited (3)

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**DEED OF VARIATION TO DEED OF AGREEMENT UNDER SECTION 106A OF THE  
TOWN AND COUNTRY PLANNING ACT 1990**

RELATING TO:

The Development of land north of the railway line (west), Rhose, Vale of Glamorgan

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THIS DEED OF VARIATION is made  
BETWEEN:

6<sup>th</sup> February 2018 ~~2017~~

- (1) **Vale of Glamorgan Council** of Civic Offices, Holton Road, Barry CF63 4RU ("Council");  
and
- (2) **Taylor Wimpey UK Limited (Company Number 01392762)** whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR ("the Developer")
- (3) **Wales & West Housing Association Limited** (being a community benefits society registered with number 21114R and a Registered Social Landlord) whose registered office is at Archway House, 77 Parc Ty Glas, Llanishen, Cardiff CF14 5DU ("the RSL")

WHEREAS:

- 1. The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 ("the Act") for the area in which the Site is situated.
- 2. On the 4 May 2015 the Council, South Wales Land Developments Limited and the Developer entered into a Deed of Agreement made under section 106 of the Act ("the Principal Agreement") in connection with application reference 2014/00550/OUT.
- 3. The Developer is the freehold owner of that part of the Site registered at HM Land Registry with Title Number CYM665783.
- 4. On 22 December 2015 the RSL completed the freehold purchase from the Developer of that part of the Site upon which 105 Affordable Housing plots are being constructed. The land transferred is now registered at HM Land Registry with Title Number CYM674534. The Council, the Developer and the RSL have agreed to enter into this Deed to vary provisions of the Principal Agreement and to confirm that the obligations in the Principal Agreement will otherwise continue to apply to the Development as varied by this Deed.
- 5. For the avoidance of doubt it is agreed by all parties that in accordance with clause 8.11(d) of the Principal Agreement that no obligations in the Principal Agreement shall be enforceable against the RSL save for the provisions in the Third Schedule of the Principal Agreement.

6. The Principal Agreement shall remain fully effective as varied by this Deed and the terms of the Principal Agreement shall have effect as though the provisions contained in this Deed had been contained in the Principal Agreement with effect from the date hereof.
7. This Deed is made under sections 106 and 106A of the Act and is supplemental to the Principal Agreement.

## **1 AGREED TERMS**

- 1.1 All terms and definitions contained in the Principal Agreement shall apply to this Deed unless otherwise stated herein.
- 1.2 It is agreed that the terms of the Principal Agreement shall be supplemented and varied as set out in the Clause 6 of this Deed.
- 1.3 This Deed is supplemental to the Principal Agreement which remains in full force and effect.
- 1.4 All references in this Deed to clauses in the Principal Agreement are to clauses within the Principal Agreement.
- 1.5 Clause headings shall not affect the interpretation of this Deed.
- 1.6 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.8 References to any party in this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their statutory functions.
- 1.9 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.

- 1.10 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.11 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 1.12 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **2 LEGAL EFFECT**

- 2.1 This Deed is a planning obligation made pursuant to the provisions of sections 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and any other enabling powers and its purpose is to vary the Principal Agreement with the intention that the planning obligations contained in the Principal Agreement shall continue to apply save for any variations contained within this Deed.
- 2.2 This Deed binds the Site and is enforceable against the Developer and the RSL by the Council as the local planning authority for the area in which the Site is situate.
- 2.3 All the terms, definitions, conditions and obligations in the Principal Agreement (including for the avoidance of doubt any recitals or introductions) are incorporated in full in this Deed and nothing in this Deed shall alter or vary the Principal Agreement save where expressly stated otherwise in this Deed.

## **3 COVENANTS TO THE COUNCIL**

- 3.1 The Developer covenants to observe and perform the covenants, restrictions and obligations contained in the Principal Agreement as varied by this Deed
- 3.2 The RSL covenants to observe and perform the covenants, restrictions and obligations contained in the Principal Agreement as varied by this Deed in so far as they are enforceable against the RSL in accordance with clause 8.11(d) of the Principal Deed.

4      **LOCAL LAND CHARGE**

This Deed shall be registered as a local land charge.

5      **MISCELLANEOUS**

The Developer shall pay to the Council on completion of this Deed the sum of £150 together with the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

6      **VARIATION TO THE PRINCIPAL AGREEMENT**

6.1      The Principal Agreement shall be varied as follows:

6.1.1      In the Second Schedule in paragraph 1.1 the words:

*"Within 12 months of the commencement of construction of the first Dwelling"*

Shall be replaced with:

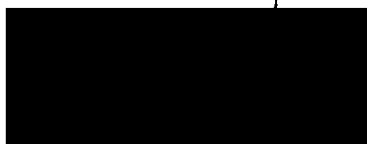
*"On or before 31<sup>st</sup> October 2018"*

6.1.2.      In the Second Schedule paragraph 1.4 shall be deleted.

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

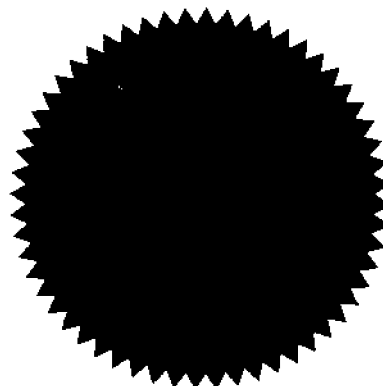
**EXECUTED as a DEED on behalf of the Vale of Glamorgan Council**

By the affixing of its seal in the presence of:



ONIA DAVIDSON

Head of Legal Services/Operational Manager Legal Services



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2 of 3

**EXECUTED as a DEED**

by **TAYLOR WIMPEY UK LIMITED**

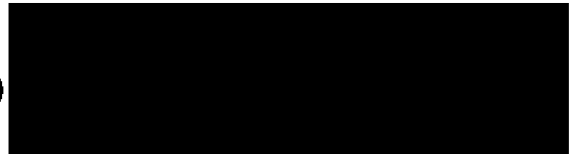
acting by its attorneys **DIANA CUMMINGS**

)



and **JAMES BALL**

)



in the presence of:

Witness:



Address:

Occupation:

Carly Chapman  
Taylor Wimpey UK Limited  
730 Waterside Drive  
Aztec West  
Almondsbury  
Bristol  
BS32 4UE

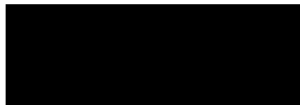
**EXECUTED as a Deed**

by affixing the **COMMON SEAL** of

**WALES & WEST HOUSING ASSOCIATION LIMITED**

In the presence of:

Board Member



Chief Executive

