

DATED

17<sup>th</sup> April

2025

**BDW TRADING LIMITED (1)**

**and**

**LONDON & QUADRANT HOUSING TRUST (2)**

**and**

**THE LONDON BOROUGH OF HILLINGDON (3)**

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**SIXTH SUPPLEMENTAL DEED**

**to an Obligation made Pursuant to Section 106 of the  
Town and Country Planning Act 1990 dated 27 June 2018**

**Relating to the Former Nestle Factory Site, Hayes, Hillingdon**

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**LG/22646.04431**

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THIS DEED is made the **17<sup>th</sup>** day of **April** 2025

**BETWEEN:**

- (1) **BDW TRADING LIMITED** (Company Registration Number 03018173) whose registered office is situated at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicester LE67 1UF ("**the Residential Owner**")
- (2) **LONDON & QUADRANT HOUSING TRUST** (Co-operative and Community Benefit Society No. 030441R) of 29-35 West Ham Lane, London, E15 4PH ("**L&Q**")
- (3) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("**the Council**")

together "**the Parties**"

**WHEREAS:**

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Property is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The Residential Owner is the proprietor of the freehold interest at the Land Registry of the Residential Land comprised in title number AGL457506 and is bound by the Residential Land Planning Obligations.
- (C) L&Q is the leasehold owner of those Affordable Housing Units comprised within title numbers AGL481994, AGL482000, AGL492055 and AGL492063.
- (D) On 27 June 2018 the (1) Residential Owner, (2) Council and (3) Segro (Hayes) Limited ("**the Industrial Owner**") entered into the Section 106 Agreement and the Council issued the planning permission with reference 1331/APP/2017/1883 ("**First Planning Permission**").
- (E) On 26 February 2020 the (1) Residential Owner, (2) Council and (3) L&Q entered into the First Supplemental Deed.
- (F) On 10 September 2020 the (1) Residential Owner, (2) Council and (3) L&Q entered into the Second Supplemental Deed and the Council issued the planning permission with reference 1331/APP/2019/1666 ("**Second Planning Permission**").
- (G) On 25 June 2021 the (1) Residential Owner, (2) Council and (3) L&Q entered into a Third Supplemental Deed and the Council issued the planning permission with reference 1331/APP/2019/2314 ("**Third Planning Permission**").
- (G) On 2 November 2021 the (1) Industrial Owner and (2) Council entered into the Fourth Supplemental Deed and the Council issued the planning permission with reference 1331/APP/2021/751 ("**Fourth Planning Permission**") on 10 November 2021.
- (H) On 5 July 2023 the (1) Residential Owner and (2) Council entered into the Fifth Supplemental Deed and the Council issued the planning permission with reference 1331/APP/2022/2553 ("**Fifth Planning Permission**").
- (I) The Parties have agreed to further vary the terms of the Principal Agreement in relation to the Residential Land only as set out in this Deed.

(J) The Council has authorised the completion of this Deed by delegated authority to the Director of Planning and Sustainable Growth.

**NOW THIS DEED WITNESSES and IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 The definitions set out in the Principal Agreement shall apply also to this Deed as far as they relate to the Residential Land only save insofar as they are varied by this Deed or inconsistent with the definitions contained in this Deed or unless the context of this Deed otherwise requires.

1.2 Except as expressly varied by this Deed or where the context requires otherwise clause 1 in the Principal Agreement relating to interpretation also applies to this Deed with any necessary consequential amendments.

1.3 Where in this Deed the following additional defined terms are used they shall have the following meaning unless the context so requires:-

<b>“Deed”</b>	means this supplemental deed
<b>“Principal Agreement”</b>	means the Section 106 Agreement as varied by the First Supplemental Deed, Second Supplemental Deed, Third Supplemental Deed, Fourth Supplemental Deed and Fifth Supplemental Deed
<b>“Section 106 Agreement”</b>	means the deed of planning obligation made pursuant to Section 106 of the 1990 Act and all enabling powers relating to the Property dated 27 June 2018 and made between (1) the Industrial Owner (2) the Residential Owner and (3) the Council
<b>“First Supplemental Deed”</b>	means the deed of planning obligation made pursuant to Section 106 of the 1990 Act relating to the Residential Land dated 26 February 2020 and made between (1) the Council (2) the Residential Owner and (3) L&Q
<b>“Second Supplemental Deed”</b>	means the deed of planning obligation made pursuant to Section 106 of the 1990 Act relating to the Residential Land entered into on 10th September 2020 between (1) the Residential Owner, (2) the Council and (3) L&Q
<b>“Third Supplemental Deed”</b>	means the deed of planning obligation made pursuant to Section 106 of the 1990 Act relating to the Residential Land dated 25 June 2021 and made between (1) the Council (2) the Residential Owner and (3) London & Quadrant Housing Trust
<b>“Fourth Supplemental Deed”</b>	means the deed of planning obligation made pursuant to Section 106 of the 1990 Act relating to

the Industrial Land dated 2 November 2021 and made between (1) the Council and (2) the Industrial Owner

**"Fifth Supplemental Deed"**

means the deed of planning obligation made pursuant to Section 106 of the 1990 Act relating to the land shown on the Fifth Development Application Site Plan dated 5 July 2023 and made between (1) the Council and (2) the Residential Owner

**2. EFFECT OF THIS DEED**

- 2.1 This Deed is made pursuant to Section 106 and 106A of the 1990 Act and the provisions mentioned in clause 2.1 of the Principal Agreement apply to the extent mentioned in the clause.
- 2.2 The Parties agree that the Principal Agreement shall be further varied as set out in this Deed in respect of the Residential Land only but shall remain otherwise in full force and effect (insofar as the relevant obligations in the Principal Agreement have not been discharged).

**3. COMMENCEMENT**

- 3.1 This Deed shall take effect upon the date hereof.

**4. COUNTERPARTS**

- 4.1 This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**5. VARIATIONS TO THE PRINCIPAL AGREEMENT**

- 5.1 The Principal Agreement shall be read and construed with the following amendments to the definitions at Clause 1.1:-

5.1.1 The following definition shall be deleted and replaced with the following definition:-

**"Fifth Supplemental Deed"**

means the deed of variation pursuant to Section 106 of the 1990 Act entered into between (1) the Council and (2) the Residential Owner on 5 July 2023

- 5.2 Paragraph 1 of Part 1 of Schedule 3 (Transport and Highways) of the Principal Agreement shall be amended as follows:-

**"1. Highway Agreements and Offsite Highway Works**

- 1.1 The Residential Owner covenants with the Council as follows:-

- 1.1.1 Not to permit Occupation of more than fifty (50) Residential Units until a Highway Agreement has been entered into with the Council and/or TfL as applicable in respect of the Offsite Highway Works;

- 1.1.2 Not to permit Occupation of more than one thousand two hundred and five (1,205) Residential Units until the Offsite Highway Works are carried out and completed; and
- 1.1.3 To be responsible for the full costs of the Offsite Highway Works (and any Highway Agreement), including any traffic orders the Council seeks to make which are necessary to implement the Offsite Highway Works, whether or not such orders are successfully made PROVIDED ALWAYS THAT the restrictions on Occupation in this paragraph 1 shall not be applicable where the failure to enter into the Highway Agreement or carry out the Offsite Highway Works is not as a result of the default of the Residential Owner."

## 6. **GENERAL**

- 6.1 This Deed shall be registered as a Local Land Charge by the Council.
- 6.2 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.
- 6.3 If any of this Deed or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the same shall be severable and the remainder of this Deed as to the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.
- 6.4 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.

## 7. **COUNCIL'S COSTS**

- 7.1 The Owner shall pay to the Council on or before the date of completion of this Deed, the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this Deed.

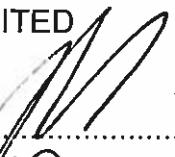
## 8. **JURISDICTION /GOVERNING LAW**

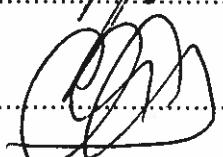
- 8.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**EXECUTED AS A DEED by the parties hereto but not delivered until the day and year first above written**

**EXECUTED AS A DEED BY**

**BDW TRADING LIMITED**

Acting by .....  **Jim Mansen.**

and by .....  **Craig Carson**

Being two persons authorised

to sign on behalf of

**BDW Trading Limited**

pursuant to a Power of Attorney dated 3 March 2025

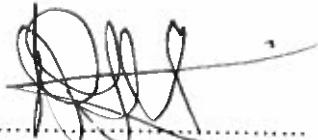
Witness Signature 

Name **J. SMITH**

Address **AURORA HOUSE, W5582**

Executed as a Deed by [ ANGIE  
HOPKINSON ] acting as attorney for

LONDON & QUADRANT HOUSING TRUST under power of attorney



.....  
as attorney for London & Quadrant Housing Trust

In the presence of:-



.....  
Signature of witness

DILEK DALY

.....  
Name of witness

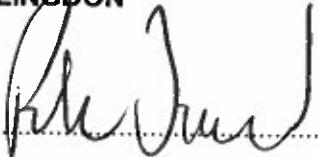
29-35 WEST HAM LANE  
LONDON, E15 4PT

.....  
Address of witness

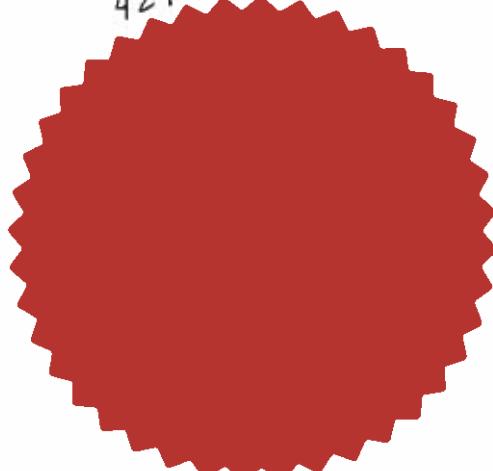
Project Manager

.....  
Occupation of witness

THE COMMON SEAL of the  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HILLINGDON  
was duly affixed to this Deed  
in the presence of:-

MEMBER OF THE COUNCIL 

427003



AUTHORISED OFFICER 

ANITA DHILLON