

DATED

15 December 2022

**SUPPLEMENTAL AGREEMENT UNDER SECTION 106A OF THE TOWN &
COUNTRY PLANNING ACT 1990 RELATING TO LAND AT COUNCIL CAR
PARK ON CENTRAL AVENUE AND FORMER HAYES SWIMMING POOL ON
BOTWELL LANE HAYES**

between

COUNCIL OF THE LONDON BOROUGH OF HILLINGDON

and

LIDL GREAT BRITAIN LIMITED

CONTENTS

CLAUSE

1.	Interpretation	1
2.	Statutory provision	2
3.	Variations to the Original Agreement	2
4.	Covenants to the Council.....	3
5.	Local land charge	3
6.	Endorsement.....	3
7.	Council's costs	3
8.	Value added tax	3
9.	Third party rights.....	4
10.	Governing Law.....	4

THIS DEED is dated 15 December 2022

- (1) COUNCIL OF THE LONDON BOROUGH OF HILLINGDON of Civic Centre High Street Uxbridge UB8 9ST (**Council**).
- (2) LIDL GREAT BRITAIN LIMITED (company number 2816429) whose registered office is at Lidl House, 14 Kingston Road, Surbiton, KT5 9NU (**Owner**).

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner now owns the freehold interest in the Property free from encumbrances, having acquired it from LUK.
- (C) On 9th February 2017 the Council and the Owner entered into the Original Agreement.
- (D) On 4th October 2017 the Council and the Owner entered into the First Deed of Variation.
- (E) Without prejudice to the terms of the other covenants contained in the Original Agreement and the First Deed of Variation the parties have agreed to vary the terms of Original Agreement and First Deed of Variation 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

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Original Agreement: the agreement made under section 106 of the TCPA 1990 dated 9th February 2017 between the Council and the Owner.

First Deed of Variation: the deed of variation made under section 106 of the TCPA 1990 dated 4th October 2017 between the Council and the Owner

LUK: Lidl UK GmbH (Co No FC017929) formerly of 19 Worple Road, Wimbledon SW19 4JS whose registered office is now at Lidl House, 14 Kingston Road, Surbiton, KT5 9NU

- 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 headings shall not affect the interpretation of this deed.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 Unless the context otherwise requires, references to clauses are to the clauses of this deed.
- 1.11 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.
- 1.12 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, and any other enabling powers.

3. VARIATIONS TO THE ORIGINAL AGREEMENT

- 3.1 The definition of "Application" in paragraph 1 of the Original Agreement shall be deleted and replaced with the following:

"Application" means the planning applications received by the Council and given references 1942/APP/2015/4127 and 1942/APP/2021/3839

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

For the avoidance of doubt the Parties agree that the planning obligations contained in the Original Agreement and the First Deed of Variation shall also apply to application 1942/APP/2021/3839.

4. COVENANTS TO THE COUNCIL

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

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 [PARTIES]."

7. COUNCIL'S COSTS

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. VALUE ADDED TAX

- 8.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.
- 8.2 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.

9. **THIRD PARTY RIGHTS**

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.

10. **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.

The common seal of THE LONDON
BOROUGH OF HILLINGDON
was affixed to this document in the presence
of:

MEMBER OF COUNCIL




Authorised signatory

Executed as a deed by

Olu Johnson as

attorney for
LIDL GREAT BRITAIN LIMITED
under a power of attorney in the presence of
a witness:

Signature (Witness)



Print Name Mike Devine

Address

Occupation Head of Property

Lidl Great Britain Limited
Lidl House
14 Kingston Road
Surbiton
KT5 9NU

.....
Attorney

.....
Olu Johnson.....
Print Name

