

DATED

28<sup>th</sup> November

2023

**ANCHOR LIFESTYLE DEVELOPMENTS LIMITED**

and

**THE LONDON BOROUGH OF HILLINGDON**

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DEED OF VARIATION PURSUANT TO  
SECTIONS 106 AND 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990  
RELATING TO THE DEVELOPMENT OF LAND AT  
**LAND OFF THOMPSON ROAD AND ST LUKE'S ROAD FORMER RAF UXBRIDGE  
HILLINGDON ROAD**

**Planning Permission Reference 585/APP/2019/829**

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Planning and Corporate Team  
Legal Services  
London Borough of Hillingdon  
Civic Centre  
High Street  
Uxbridge  
Middlesex UB8 1UW  
Ref: 3E/04/NF/021633

THIS DEED IS MADE ON THE 28<sup>th</sup> DAY OF November

2023

**BETWEEN**

1. **ANCHOR LIFESTYLE DEVELOPMENTS LIMITED** (company number: 06266113) a company incorporated in England and Wales whose registered office is situated at The Heals Building, 22-24 Torrington Place, London WC1E 7HJ ("**the Owner**"); and
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("**the Council**").

**WHEREAS**

- (A) The Council is the local planning authority for the purposes of the Act in respect of the area within which the Land is situated and by whom the obligations in this Deed are enforceable.
- (B) The Owner has a freehold interest in the Land, registered under Title No. AGL509047 at the Land Registry.
- (C) The Planning Permission was granted on 18 February 2020 following completion of the Section 106 Agreement.
- (D) This Deed is supplemental to the Section 106 Agreement and varies the Section 106 Agreement only to the extent as set out in this Deed.
- (E) VSM Estates (Uxbridge) Limited (the freehold owner in the Section 106 Agreement) and VSM (Uxbridge 2) Limited (the leasehold owner in the Section 106 Agreement) no longer have an interest in the Land and the Owner intends to develop the Land pursuant to the Planning Permission.
- (F) Pursuant to Section 106A of the Act the Owner submitted an application to modify the Section 106 Agreement under reference 585/APP/2023/317.
- (G) The parties hereto have agreed to vary the terms of the Section 106 Agreement as set out in this Deed.

**IT IS AGREED AS FOLLOWS:-**

**1. INTERPRETATION & DEFINITIONS**

**In this Deed, unless the context otherwise requires:**

<b>"the Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"this Deed"</b>	means this Deed of Variation;
<b>"Planning Permission"</b>	means the planning permission granted by the Council on 18 February 2020 for the Land under the Council's reference number 585/APP/2019/829;
<b>"Section 106 Agreement"</b>	means the Deed of Planning Obligation made pursuant to Section 106 of the Town and Country Planning Act 1990 and all enabling powers relating to the Land dated 18 February 2020 and made between VSM Estates, VSM (Uxbridge 2) Limited and the Council;

**2. THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THIS DEED**

- 2.1 All words and phrases defined in the Section 106 Agreement shall have the same meaning in this Deed save where the context otherwise requires and for the avoidance of doubt the Section 106 Agreement shall remain in full force and effect save as varied by this Deed.
- 2.2 All references in this Deed to clauses in the Section 106 Agreement are to clauses within the Section 106 Agreement save as varied by this Deed.
- 2.3 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.
- 2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not affect the construction of this Deed.

- 2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 The provisions of the Section 106 Agreement in relation to its interpretation and in relation to statutory provisions, interests bound disputes liability notices and jurisdiction apply to this Deed except to the extent that they are expressly varied by this Deed.

### 3. **VARIATIONS TO THE SECTION 106 AGREEMENT**

- 3.1 The parties agree that, except as varied by this Deed, the Section 106 Agreement shall remain in full force and effect.
- 3.2 Nothing in this Deed affects the Council's powers in respect of any antecedent breach or omission in relation to the Section 106 Agreement.
- 3.3 The parties agree that upon the completion of this Deed the Section 106 Agreement shall be amended as follows: -
- 3.3.1 The following provisions shall be amended as follows:-
- (a) The parties agree that upon the completion of this Deed the following definitions shall be deleted from clause 1.1 of the Section 106 Agreement and replaced with the following definitions:

<b>Current definition to be deleted:</b>	<b>New definition to be inserted:</b>
<b>"Cohabitee"</b> means the spouse or partner, civil partner, common law partner or dependant who shares occupation of the unit with a Primary Occupier;	<b>"Cohabitee"</b> means the spouse or partner, civil partner, or common law partner who shares occupation of the unit with a Primary Occupier.

- (b) The parties agree that upon completion of this Deed the following new definition(s) shall be inserted into clause 1.1 of the Section 106 Agreement:

<b>"Carer"</b>	means an individual who occupies a unit with the sole purpose of that occupation being to provide Care to a Primary Occupier to enable them to maintain their occupation of the unit. A Carer does not need to meet the Care Criteria and may (without limitation) be employed by a publicly funded care provider (including those funded by personal budgets) or by a Primary Occupier from their own resources.
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- (c) The parties agree that upon completion of this Deed Schedule 6 paragraph 1 of the Section 106 Agreement shall be deleted and replaced as follows:

<b>Current wording to be deleted:</b>	<b>Current wording to be inserted:</b>
No person other than the Primary Occupier shall Occupy any unit of Assisted Living Unit Accommodation except for his or her Cohabitee who for the avoidance of doubt may remain in Occupation for the duration of that Cohabitee's life;	No person other than the Primary Occupier shall Occupy any unit of Assisted Living Unit Accommodation except for his or her Cohabitee or Carer and for the avoidance of doubt only the Cohabitee may remain in Occupation for the duration of that Cohabitee's life.

#### **4. STATUTORY PROVISION**

This Deed is made pursuant to Sections 106 and 106A of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and any other enabling powers, to the intent that it will bind the Owner and its successors in title to the Land.

**5. COVENANTS TO THE COUNCIL**

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Section 106 Agreement as varied by this Deed.

**6. REGISTRATION AS LOCAL LAND CHARGE**

The covenants in the Section 106 Agreement modified by this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as provided in the Section 106 Agreement as modified by this Deed, and the Council shall register this Deed in its register of Local Land Charges.

**7. THIRD PARTIES**

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.

**8. INVALIDITY OF CERTAIN PROVISIONS**

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.

**9. CONFIRMATION**

It is hereby declared by the parties to this Deed saving and excepting for as is expressly provided for by the provisions of this Deed the covenants and provisions contained in the Section 106 Agreement continue to have full force and effect.

**10. COSTS**

On or before the completion of this Deed the Owner shall pay to the Council the Council's reasonable legal costs in this matter.

**11. JURISDICTION**

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.

**In witness whereof** this document has been executed and delivered as a deed on the date first stated above.

**CONTINUATION OF DEED OF VARIATION RELATING TO LAND OFF THOMPSON  
ROAD AND ST LUKE'S ROAD FORMER RAF UXBRIDGE HILLINGDON ROAD**

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

MEMBER OF THE COUNCIL

  
Alan Chapman

AUTHORISED OFFICER







CONTINUATION OF DEED OF VARIATION RELATING TO LAND OFF THOMPSON  
ROAD AND ST LUKE'S ROAD FORMER RAF UXBRIDGE HILLINGDON ROAD

EXECUTED as a DEED  
by **ANCHOR LIFESTYLE  
DEVELOPMENTS LIMITED**

acting by a Director in the presence of a witness:



Director **OLIVER BOUNDY**

**E. RUSS**

Witness signature

**ELAINE RUSS**

Witness name

**77 GREEN LANE**

**LONDON**

**W7 2PA**

Witness address

**ASSISTANT COMPANY SECRETARY**

Witness occupation