

DATED

5<sup>th</sup> April

2024

**THORNEY FARM DEVELOPMENTS LIMITED**

and

**BARCLAYS BANK PLC**

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

**RELATING TO 579 - 583 UXBRIDGE ROAD, HAYES**

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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/CM022782



THIS DEED IS MADE ON THE 5<sup>th</sup> DAY OF

April

2024

BETWEEN

1. **THORNEY FARM DEVELOPMENTS LIMITED** (company number 02933052) a company incorporated in England and Wales whose registered office is situated at Merrydown Winkfiled Street, Maidens Green, Windsor, Berkshire SL4 4SW ("the Owner");
2. **BARCLAYS BANK PLC** (company number 1026167) a company incorporated in England and Wales whose registered office is situated at 1 Churchill Place, London E14 5HP and whose address for service is at Lending Operations, P.O.Box 299, Birmingham, B1 3PF ("the Mortgagee"); and
3. **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 Site (as defined in the Section 106 Agreement) is situated and by whom the obligations in this Deed are enforceable.
- (B) The Owner's freehold interest in the Site (as defined in the Section 106 Agreement) is registered under Title Numbers MX159238, MX335814, MX102115, AGL508579 and NGL443899 at the Land Registry.
- (C) On 30 September 2019, Thorney Farm Properties Limited, the Owner, the Mortgagee and the Council entered into the Section 106 Agreement and the Council issued a planning permission with reference number 72470/APP/2016/4648 dated 2 October 2019 ("the Original Planning Permission").
- (D) The Mortgagee has an interest in the Site by way of a legal charge dated 4 April 2014 made between the Mortgagee and the Owner in relation to the Fourth Parcel of Land and is willing to be a party to this Agreement.
- (E) By a Transfer dated 5 April 2022 the First Parcel, Second Parcel and Third Parcel of Land were transferred from Thorney Farm Properties Limited to the Owner. The Transfer discharged the Mortgagee's interest in the First Parcel of Land and the Third

Parcel of Land and released the legal charge dated 22 April 2016 referred to at clause C of the Section 106 Agreement.

- (F) Pursuant to Section 73 of the 1990 Act the Owner submitted a new planning application with reference 72470/APP/2022/114 which was approved by the Council on 23 December 2022 ("the Second Planning Permission").
- (G) On 22 December 2022 the Owner, the Council and the Mortgagee entered into a Deed of Variation under Sections 106 and 106A to vary the Original Planning Permission ("the First DoV")
- (H) Pursuant to Section 73 of the 1990 Act the Owner submitted a new planning application with reference 72470/APP/2023/747 ("the Third Planning Application")
- (I) This Deed is supplemental to the Section 106 Agreement.
- (J) The parties hereto have agreed to vary the terms of the Section 106 Agreement (as varied by the First DoV) 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;
<b>"this Deed"</b>	means this Deed of Variation;
<b>"Original Planning Permission"</b>	means the planning permission granted by the Council on 2 October 2019 for the Site under the Council's reference number 72470/APP/2016/4648;
<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 Site dated 30 September 2019 and made between the Thorney Farm Properties Limited, the Owner, the Mortgagee and the Council as varied by the First DoV;
<b>“Third Planning Permission”</b>	Means the permission to be granted by the Council pursuant to s73 of the Act and allocated reference number 72470/APP/2023/747

**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 (as varied by the First DoV) 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 grant of planning permission to the Third Planning Application the Section 106 Agreement shall be amended as follows:-
  - 3.3.1 The following definitions contained within clause 1.1 shall be amended as follows:-

<b>Current definition to be deleted:</b>	<b>New definition to be inserted:</b>
<b>"Planning Application"</b> means the application for planning permission under reference 72470/APP/2016/4648 or the application for planning permission under reference 72470/APP/2022/114;	<b>"Planning Application"</b> means the application for planning permission under reference 72470/APP/2016/4648 or the application for planning permission under reference 72470/APP/2022/114 or the application for planning permission under ref: 72470/APP/2023/747
<b>"Planning Permission"</b> means the Original Planning Permission or the Second Planning Permission	<b>"Planning Permission"</b> means the Original Planning Permission or the Second Planning Permission or the Third Planning Permission or if the Council agrees (in its absolute discretion) in writing such other planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development.
<b>"Planning Reference"</b> means planning reference 72470/APP/2016/4648 or 72470/APP/2022/11;	<b>"Planning Reference"</b> means planning reference 72470/APP/2016/4648 or 72470/APP/2022/114 or 72470/APP/2023/747
<b>"Local Park Improvement Contribution"</b> means the Index Linked sum of five thousand pounds (£5,000)	<b>"Local Park Improvement Contribution"</b> means the Index Linked sum of six thousand one hundred and

referred to in Schedule 8 as a contribution towards initiatives to improve the local parks within the Authority's Area;	eleven pounds (£6,111) referred to in Schedule 8 as a contribution towards initiatives to improve the local parks within the Authority's Area;
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3.3.2 At clause 1.1 the following definition shall be inserted:-

<b>"Third Planning Permission"</b>	means planning permission with reference 72470/APP/2023/747
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#### **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 Site.

#### **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**

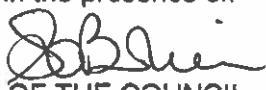
On or before the completion of this Deed the Owner shall pay to the Council the Council's reasonable legal costs in this matter.

**11. JURISDICTION**

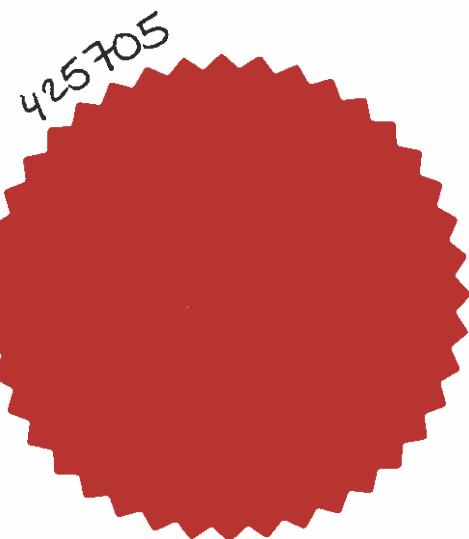
This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

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

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

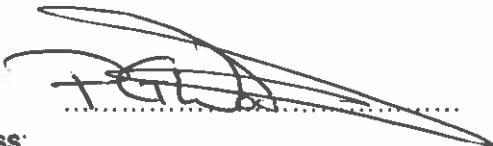
  
MEMBER OF THE COUNCIL

  
AUTHORISED OFFICER



EXECUTED as a DEED  
by THORNEY FARM DEVELOPMENTS  
LIMITED

acting by a Director in the presence of a witness:

  
Director

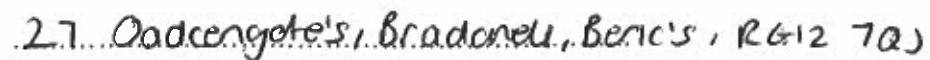
.....  
Witness signature



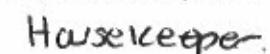
.....  
Witness name



.....  
Witness address

  
27 Oldengotes, Bradonell, Beric's, RG12 7QJ

.....  
Witness occupation

  
Housekeeper

SIGNED for and on behalf of **BARCLAYS BANK UK PLC** by its duly appointed Attorney under a Power of Attorney in the presence of:

Witness signature

Witness name

Witness address 4 JOURNEY CAMPUS, CASTLE PARK,  
CASTLE HILL, CAMBRIDGE, CB3 0AN

Witness occupation BANK MANAGER