

Dated

2019

Ribble Valley Borough Council

and

Applethwaite Limited

320190991P

**Supplemental Agreement Under Section 106A Of The Town &
Country Planning Act 1990 Relating To Land At Peel Park Avenue
Clitheroe**



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THIS DEED is dated

2019

Parties

- (1) Ribble Valley Borough Council of Council Offices Church Walk Clitheroe BB7 2RA (the **Council**); and
- (2) Applethwaite Limited incorporated and registered in England and Wales with company number 5187755 whose registered office is at Sceptre House Sceptre Way Bamber Bridge Preston PR5 6AS (the **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 is the freehold owner of the Property free from encumbrances.
- (C) On 19 October 2018 the Owner, Clitheroe Royal Grammar School Foundation and the Council entered into the Original Agreement.
- (D) Clitheroe Royal Grammar School Foundation no longer has any interest in the Property and the Property is owned by the Owner.
- (E) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to vary the terms of Original Agreement 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 19 October 2018 between the Owner, Clitheroe Royal Grammar School Foundation and the Council.

- 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, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

3. VARIATIONS TO THE ORIGINAL AGREEMENT

- 3.1 Paragraph 3 of Schedule 2 to the Original Agreement shall be deleted.
- 3.2 In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect.

4. COVENANTS TO THE COUNCIL

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

5. LOCAL LAND CHARGE

This Deed shall be registered as a local land charge.

6. 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.

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7. VALUE ADDED TAX

7.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

7.2 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.

8. 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.

9. 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.

Executed as a deed by affixing the
COMMON SEAL of RIBBLE VALLEY
BOROUGH COUNCIL in the presence of:-

Mayor

Chief Executive

Executed as a deed by Applethwaite Limited
acting by a Director in the presence of

Signed as a deed by [NAME
OF OWNER] in the presence
of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND
OCCUPATION] OF
WITNESS]

.....

[SIGNATURE OF Owner]

Executed as a deed by
[NAME OF MORTGAGEE]

acting by [NAME OF FIRST
DIRECTOR], a director and
[NAME OF SECOND
DIRECTOR/SECRETARY],
[a director OR its secretary]

.....

[SIGNATURE OF FIRST
DIRECTOR]

Director

.....

[SIGNATURE OF SECOND
DIRECTOR OR
SECRETARY]

[Director OR Secretary]

OR

Executed as a deed by
[NAME OF MORTGAGEE]

acting by [NAME OF
DIRECTOR] a director, in the
presence of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND
OCCUPATION] OF
WITNESS]

.....

[SIGNATURE OF
DIRECTOR] OF

Director

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