Dated 2026

SKYLINE FUNDING UK LIMITED

and

THE COUNCIL OF THE BOROUGH OF KIRKLEES

Agreement under Section 106

of the Town and Country Planning Act 1990

Land at Back Chapel Lane, Moldgreen

10-119511265-1

Application Number 2025/91185
Legal Reference Number 111747

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THIS DEED is made 2026

BETWEEN

(1) Skyline Funding UK Limited (Company no. 14911587) whose registered office is at Sas House Friarswood, Chipperfield Road, Kings Langley, Hertfordshire, United Kingdom, WD4 9JB (the **Owner**).

(2) THE COUNCIL OF THE BOROUGH OF KIRKLEES of Town Hall Huddersfield West Yorkshire HD1 2TA (the **Council**)

(together 'the **Parties'**).

BACKGROUND

(A) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations in this Deed are enforceable.

(B) The Council is also the freehold owner of the Site, under title number WYK805452. However, the Council enters into this agreement only in their capacity as local planning authority and has no liability for the obligations contained herein.

(C) The Owner has an interest in the Site as set out in Part 1 of Schedule 1.

(D) The Owner has submitted the Application to the Council seeking planning permission for the Development.

(E) The Council are of the view that the Development should not be permitted unless the impact thereof is mitigated by the obligations set out herein on behalf of the Owner which are:

(i) necessary to make the Development acceptable in planning terms

(ii) directly related to the Development and

(iii) in all other respects are fairly and reasonably related in scale and kind to the Development

(F) The Parties by entering into this Deed do so to create planning obligations in respect of the Site pursuant to Section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.

OPERATIVE PROVISIONS

1. **DEFINITIONS AND INTERPRETATION**

1.1. In this Deed the following expressions shall have the following meanings:

Expression	Meaning
1990 Act	the Town and Country Planning Act 1990
Application	the application for full planning permission for the Development allocated reference number 2025/91185
Commencement of Development	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the 1990 Act (whether or not the carrying out of that material operation constitutes a lawful beginning of the Development) but excluding any operations undertaken in connection with or associated with • demolition • site clearance • archaeological investigations • ecology survey or works • investigations for the purpose of assessing ground conditions and any resultant remediation works • environmental investigation • site and soil surveys • diversion and / or laying of services excluding drainage and sewers • erection of a contractor's work compound • erection of a site office • erection of fencing to the site boundary; and/or • the temporary display of site notices or advertisements and **Commence Development** and **Commencement of Development** or any similar derivation of this term shall be construed accordingly
Contribution	the Off-Site POS Contribution
Default Interest Rate	4% (four per cent) per annum above the base rate from time to time of the Bank of England
Development	the development of the Site comprising demolition of redundant engineering building and erection of student accommodation block as described in the Application pursuant to the Planning Permission
Due Date	the latest date that any Contribution is to be paid in accordance with this Deed
Expert	a person appointed in accordance with Clause 11 to determine a dispute

Expression	Meaning
Index	the BCIS All-In Tender Price Index
Index Linked	increased in accordance with the following formula: **Amount payable** = the figure specified in this Deed x (A/B) where: **A** = the figure for the Index that applied immediately preceding the Due Date or the date paid if earlier; and **B** = the figure for the Index that applied when that index was last published prior to the date of the Planning Permission (or prior to the date of calculation where this Deed provides for a figure to be calculated at a different point in time)
Higher Education Institution (HEI)	means an education institution recognised by The Office for Students (or its successor in function) on its register of higher education providers and which delivers designated courses that have been approved by the Department for Education for higher education or such other education institution as shall be agreed between the Council and the Owner from time to time and "Higher Education Institutions" shall be construed accordingly
Land Registry	Her Majesty's Land Registry responsible for the record of the legal title of registered land in England & Wales
Mineral Rights	rights to exploit mine or produce minerals and other extractive resources lying below the surface of the Site
NPPF	the National Planning Policy Framework published by the Department for Levelling Up Housing and Communities updated February 2025 and any document that supplements or replaces it
Occupy	to occupy for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration marketing display or security of the Development and 'Occupied' and like expressions shall be construed accordingly
Party	any person who is from time to time bound by the obligations herein or who may enforce or take advantage of any provision hereof
Plan 1	the plan titled Location Plan (ref. 2917 LOC Rev A) attached to this Deed at Part 2 of Schedule 1

Expression	Meaning
Planning Obligations	the obligations restrictions conditions and stipulations on the part of the Owner set out in Schedule 2 of this Deed
Planning Permission	a planning permission granted by the Council pursuant to the Application or as defined in Clause 12
Secretary of State	the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function
Site	the land described in Part 1 of Schedule 1 which is shown edged red on Plan 1
Statutory Undertaker	any company corporation board or authority at the date of this Deed that is authorised by statute to carry on an undertaking for the supply of telephone or television or other electronic communications electricity gas water or drainage or other public services and any other body authorised to carry out such undertaking
Student	means a person enrolled in a full-time higher education course at a Higher Education Institution and any person linked to the Higher Education Institution and "**Students**" shall be construed accordingly
Student Accommodation	means the Student Accommodation Block containing 31 Student Accommodation Units to be provided as part of the Development on the Site as student accommodation and to be occupied by Students only in accordance with the Planning Permission
Student Accommodation Unit	means any one studio or single bedroom unit to be occupied by a Student forming part of the Student Accommodation and "Student Accommodation Units" shall be construed accordingly
Working Day	any day from Monday to Friday inclusive which is not Christmas Day Boxing Day Good Friday Easter Monday or a Statutory Bank Holiday

1.2. Unless specified to the contrary any reference in this Deed to an enactment shall be construed as being a reference to that enactment as amended extended or re-enacted by or under any other enactment and shall include all instruments orders and regulations for the time being made issued or given under that enactment.

1.3. References to Clauses Paragraphs Parts Annexes and Schedules are references to clauses paragraphs parts annexes and schedules in this Deed.

1.4. References to Paragraphs within specific Parts of the Schedules are references to the corresponding Paragraph within that Part of the Schedule unless specified otherwise.

1.5. Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.

1.6. The term 'person' shall be interpreted and construed as including any natural person or persons acting together and any other legally constituted body whether or not incorporated by law.

1.7. The expression 'the Council' shall include any successor authority to its statutory functions under the 1990 Act.

1.8. Where a covenant restriction or requirement is expressed to be given by more than one Party or where (from time to time) a Party is comprised of more than one person liability for such covenant restriction or requirement shall be joint and several.

1.9. Clause headings and the contents list shall not affect the construction of this Deed.

1.10. Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.11. Any covenant by the Council or any other Party not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

1.12. Where any details scheme strategy or plan is required to be submitted for approval under this Deed and such approval is obtained unless expressly stated otherwise nothing in this Deed shall prevent such details scheme strategy or plan from being resubmitted or amended by agreement between the Owner and the Council.

2. STATUTORY BASIS

2.1. This Deed is made pursuant to Section 106 of the 1990 Act and as such is enforceable pursuant to Section 106(3) of the 1990 Act against the Owner and any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Owner as if that person had been an original covenanting Party to this Deed subject to the terms of this Deed.

2.2. This Deed is enforceable by the Council as the local planning authority for the purposes of the 1990 Act.

2.3. To the extent that the covenants restrictions and requirements in this Deed are not made under Section 106 of the 1990 Act they are made under Section 1 of the Localism Act 2011 and Section 111 of the Local Government Act 1972 and all other powers so enabling.

3. **CONDITIONS PRECEDENT**

This Deed is conditional upon the grant of the Planning Permission.

4. **COVENANTS & DECLARATIONS**

4.1. The Owner covenants with the Council to comply with the Planning Obligations.

4.2. The Council covenants with the Owner to comply with the obligations on its part in Schedule 2 to Schedule 3 of this Deed.

5. **EXCLUSIONS & RELEASE**

5.1. No Party shall be bound by the terms of this Deed or be liable for a breach of any Planning Obligation:

5.1.1. after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any breach occurring prior to parting with such interest and subsisting thereafter);

5.1.2. if its interest in the Site or relevant part thereof is solely as the owner of the subsoil of adopted highway and/or of Mineral Rights;

5.1.3. if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking; or

5.1.4. if that Party is Occupier of an individual Student Accommodation Unit.

5.2. If the Planning Permission expires before the Commencement of Development or is at any time modified (without the consent of the Owner) quashed or revoked this Deed shall determine and cease to have effect.

5.3. No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of the Site (or any receiver appointed by such chargee or mortgagee) unless and until such chargee mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it will also be bound by the covenants restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting Party.

6. **REGISTRATION**

6.1. This Deed is a local land charge and may be registered as such by the Council.

6.2. Following either:

6.2.1. the performance and satisfaction of all the Planning Obligations contained in this Deed; or

6.2.2. the determination of this Deed in accordance with Clause 5.2;

the Council shall as soon as reasonably practicable upon the written request of the Owner effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

7. **NON-FETTER & WAIVER**

7.1. Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers functions or discretions.

7.2. No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

7.3. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Deed.

8. **VAT**

8.1. All payments due in accordance with this Deed are expressed as being exclusive of value added tax.

8.2. If any payment is or is deemed to amount to a payment for a chargeable supply under the Value Added Tax Act 1994 the Party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

9. **SEVERABILITY**

If any provision in this Deed shall in whole or in part be held to be invalid illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Deed and shall not affect the validity legality or enforceability of the remaining provisions of this Deed.

10. **CHANGE OF OWNERSHIP**

The Owner covenants to give written notice to the Council within 20 (twenty) Working Days of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan PROVIDED THAT this obligation shall not apply to a sale or disposal of an individual Student Accommodation Unit or to the disposal of part of the Site to a Statutory Undertaker for the purposes of its undertaking.

11. **DISPUTES**

11.1. Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one Party to the other(s) and which has not been resolved within

20 (twenty) Working Days (or such lesser period as may be agreed) of the date of receipt by the other Party(s) of such written notice may be referred at the instance of any Party for determination by an Expert.

11.2. The following provisions and terms of appointment shall apply to such disputes or disagreements:-

11.2.1. the Expert shall be agreed between the Parties or in default of agreement within 10 (ten) Working Days of receipt of the notice in Clause 11.1 above shall be appointed or identified on application by any Party by the following persons:

11.2.1.1. in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;

11.2.1.2. in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or

11.2.1.3. in the case of any other dispute the President of the Law Society.

11.2.2. the Expert shall act as an expert and not as an arbitrator

11.2.3. the Expert shall be required to give notice of their appointment to each of the Parties (**Expert's Notice**) and thereafter:

11.2.3.1. if any Party to the dispute wishes to make written submissions to the Expert such submissions shall be sent to the Expert and all other Parties to the dispute within 20 (twenty) Working Days of receipt of the Expert's Notice;

11.2.3.2. the Parties shall have 20 (twenty) Working Days from the receipt of original written submissions (or such extended period as the Expert shall allow) to respond;

11.2.3.3. the Expert shall disregard any representations made out of this time;

11.2.3.4. the Expert may request further information or documentation and the Parties shall comply with any requests by the Expert for further information or documentation within a reasonable time; and

11.2.3.5. to the extent not provided for by this Clause the Expert may in his reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination

11.2.4. the Expert shall make his decision within 20 (twenty) Working Days of the close of the period for submissions of written submissions;

11.2.5. the Expert's decision shall be in writing and shall give reasons for the decision; and

11.2.6. each Party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.

11.3. The decision of the Expert shall be binding on the Parties save in the case of manifest error and/or fraud.

11.4. If the Expert dies or becomes unwilling or incapable of acting or does not deliver the decision within the time required by this Clause then:

11.4.1. any Party may apply to the relevant body as per Clause 11.2.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and

11.4.2. Clause 11.2 shall apply to the new Expert as if they were the first Expert appointed.

11.5. Notwithstanding the above any dispute between the Parties as to the meaning or interpretation of any provision of this Deed or as regards the enforceability of any provision shall only be determined by a Court.

12. **FUTURE PERMISSIONS**

12.1. In the event that an application is made pursuant to Section 73, Section 73A or Section 73B or Section 96A of the 1990 Act for an amendment to the Planning Permission and planning permission is granted by the Council in respect of that application then:

12.1.1. references to 'Application' 'Planning Permission' and 'Development' in this Deed shall thereafter be deemed to include the application made pursuant to Sections 73 73A or 73B or Section 96A of the 1990 Act the new planning permission granted pursuant to Sections 73 73A or 73B of the 1990 Act and the development permitted by that permission or as changed pursuant to Section 96A of the 1990 Act respectively; and

12.1.2. this Deed shall apply to and remain in full force in respect of both the Planning Permission and that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act unless required to do so by the Council.

but in each case **PROVIDED THAT**:

12.1.3. nothing in this Clause 12 shall fetter the discretion of the Council in determining any application(s) under Section 73 or 73B or 96A of the 1990 Act or in requiring new or varied planning obligations whether by way of a

new or supplemental deed pursuant to Section 106 and/or Section 106A of the 1990 Act; and

12.1.4. to the extent that any of the Planning Obligations have been discharged in respect of the original Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission granted under Section 73 or 73B of the 1990 Act.

13. DUTY TO ACT REASONABLY

13.1. All Parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any agreement consent confirmation notification specification approval or expression of satisfaction is due by any Party other than the Council to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.

13.2. The Council covenants that where any details scheme strategy or plan is submitted for its approval under this Deed it shall act reasonably and not unreasonably withhold or delay its approval having regard to its duties under the 1990 Act.

14. INDEXATION

14.1. The Contributions payable to the Council shall be Index Linked.

14.2. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

15. INTEREST ON LATE PAYMENTS

Any amount due from the Owner to the Council under the terms of this Deed which is not paid on or prior to the Due Date shall accrue interest at the Default Interest Rate accruing from the Due Date to the date of actual payment.

16. THIRD PARTY RIGHTS

No person who is not a Party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 PROVIDED THAT this Clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned with the express consent of the Council or becomes vested in law including Parties who obtain title to the Site or any part thereof from any Party to this Agreement.

17. NOTICES

17.1. Any notice given to a Party under or in connection with this Deed shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case).

17.2. Any notice shall be deemed to have been received and served:

17.2.1. if delivered by hand at the time the notice is left at the proper address (unless received after 5pm or on a non-Working Day in which case it shall be deemed received and served on 9am on the next Working Day); or

17.2.2. if sent by pre-paid first-class post or other next Working Day delivery service at 9.00 am on the second Working Day after posting.

17.3. This Clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution.

18. **COSTS**

The Council acknowledges that the Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the preparation negotiation and completion of this Deed.

19. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and the Parties submit to the exclusive jurisdiction of the courts of England.

THE PARTIES HEREBY WITNESS that this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1
SITE OWNERSHIP AND PLANS

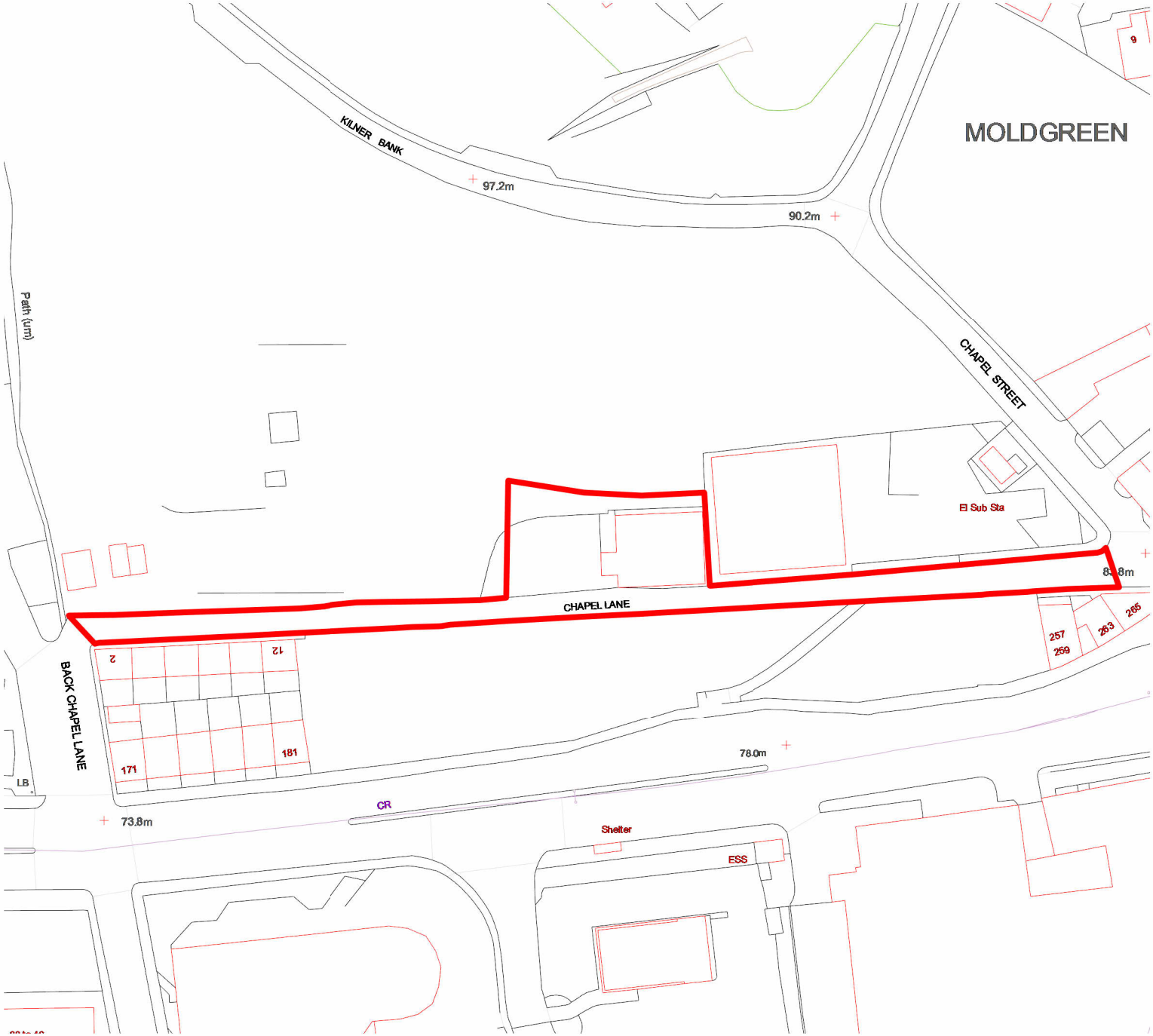
Part 1 - Site Ownership

1. THE COUNCIL IS THE FREEHOLD OWNER OF THE SITE TOGETHER WITH OTHER LAND REGISTERED WITH THE LAND REGISTRY UNDER TITLE NUMBER WYK805452.

2. THE OWNER IS THE LEASEHOLD OWNER OF THE SITE REGISTERED WITH THE LAND REGISTRY UNDER TITLE NUMBER YWE63727.

Part 2– PLAN

1. PLAN 1 – SITE PLAN



Only figured dimensions should be used.

Scaled dimensions should be checked with the Architect.

This drawing together with the design, is the property and copyright of the Architect and must not be reproduced without written permission

rev	description	drwn	auth	date
A	Amended red line boundary to accomodate shared access lane.	GH	JC	18.08.25

DO NOT SCALE OFF THIS DRAWING

ACUMEN
Designers & Architects
acumenarchitects.co.uk 01484 546 000
Headrow House, Old Leeds Road, Huddersfield, Huddersfield HD1 1SG

Client
SKYLINE LTD

Project
LAND AT CHAPEL LANE,
MOLDGREEN, HUDDERSFIELD

Project No	Drawing No	Rev
2917	LOC	A

Description
LOCATION PLAN

Scale	Date Drawn	Drawn By	Authorised By
1 : 1000@ A4	FEB 25	AO	JC

Purpose of Issue
Planning ● Building Regs ○ Tender ○ Construction ○ Comment ○ Info ○

SCHEDULE 2
FINANCIAL CONTRIBUTIONS

1. **INTERPRETATION**

1.1. In this Deed unless the context otherwise requires in addition to the definitions in Clause 1.1 in this Schedule the following words and expressions shall have the meanings respectively assigned to them:-

Expression	Meaning
Off-Site POS Contribution	the sum of £54,296.88 (FIFTY-FOUR THOUSAND TWO HUNDRED AND NINETY SIX POUNDS AND EIGHTY EIGHT PENCE) Index Linked to be paid by the Owner to the Council in accordance with this Schedule 2 for the purposes set out in Schedule 3;

The Owner covenants as follows:

2. **OFF-SITE POS CONTRIBUTION**

2.1. To pay to the Council the Off-Site POS Contribution no later than immediately prior to first Occupation of more than 50% of the Student Accommodation Units comprised in the Development; and

2.2. Not to cause or permit the Occupation of more than 50% of the Student Accommodation Units comprised in the Development until the Off-Site POS Contribution has been paid to the Council.

SCHEDULE 3
COUNCIL'S COVENANTS

1. **RECEIPT OF CONTRIBUTIONS**

1.1. The Council shall as soon as reasonably practicable issue separate receipts upon written request for any Contributions paid to it pursuant to this Deed.

1.2. The Council will place all sums received pursuant to this Deed in an interest-bearing account (or in separate interest-bearing accounts as the Council shall at its discretion decide).

1.3. The Council will use the Off-Site POS Contribution towards the provision, improvement, enhancement, maintenance, renovation and/or upgrade of existing public open space play space and associated facilities serving the Development in the locality of the Site.

1.4. The Council will not apply any sums received pursuant to this Deed for any purpose other than as described in this Deed.

1.5. The Council shall on reasonable request by the Owner provide details of the sums collected and retained the interest accrued the sums expended and the purposes for which the sums have been expended **PROVIDED THAT** the Council shall not be obliged to comply with more than one such request within any 12 (twelve) month period.

1.6. The Council shall upon written request repay any Contributions or parts thereof paid to it under this Deed (plus any actual interest accrued) to the person who made the payment if not committed by contract or expended within 10 (ten) years from the date of payment.

2. **PERFORMANCE**

2.1. The Council shall on reasonable request by the Owner issue written confirmation that each Planning Obligation has been performed.

2.2. In the event that the Council is satisfied that all of the Planning Obligations have been performed the Council will thereafter cancel all relevant entries in the register of local land charges.

EXECUTED AS A DEED (but not delivered until the date hereof) by **SKYLINE FUNDING UK LIMITED** acting by a Director In the presence of:

Witness Signature: .....
Name of Witness: .....
Address: .....
.....

Executed as a Deed (but not delivered until the date of it) by the affixing of **THE COMMON SEAL of THE COUNCIL OF THE BOROUGH OF KIRKLEES** in the presence of

Authorised Sealing Officer