

**DATED**

**2025**

**(1) WATERFRONT JERSEY PROPERTY UNIT TRUST**

**(2) THE COUNCIL OF THE BOROUGH OF KIRKLEES**

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**DEED OF VARIATION**

pursuant to section 106 and section 106A of the Town and Country Planning Act 1990

relating to land adjacent, Manchester Road, Huddersfield

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Planning reference: 2014/62/90411/W

**SHOOSMITHS**

Shoosmiths LLP  
Forum 5  
Solent Business Park  
Parkway  
Whiteley  
Fareham  
PO15 7PA  
Tel: 03700 866800  
Ref: MYP/M-01075826

**DATED**

**2025**

**PARTIES**

1. **WATERFRONT TRUSTEE 1 LIMITED** a company incorporated under the laws of Jersey with registration number 154932 and having its registered office at 3rd Floor, 44 Esplanade, St. Helier, JE4 9WG, Jersey and **WATERFRONT TRUSTEE 2 LIMITED** a company incorporated under the laws of Jersey with registration number 154933 and having its registered office at 3rd Floor, 44 Esplanade, St. Helier, JE4 9WG, Jersey, in their capacity as trustees of the **WATERFRONT JERSEY PROPERTY UNIT TRUST** (the "**Owner**");
2. **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Civic Centre 3, Market Street, Huddersfield, HD1 2EY (the "**Council**").

**BACKGROUND**

- (A) For the purposes of the Act, the Council is the local planning authority for the area within which the Site is located.
- (B) The Owner is the registered proprietor of the freehold interest in that part of the Site registered at HM Land Registry under Title Number YY171574 and known as Building B.
- (C) Sellers International Limited (1) and The Council of the Borough of Kirklees (2) entered into a section 106 Agreement relating to the Site on 19 August 2014 (the "**Principal Agreement**").
- (D) The Owner and the Council have agreed that (1) the obligation at clause 3.2.1 of the Principal Agreement shall only bind Building B and (2) the obligation at clause 3.2.2 of the Principal Agreement shall only bind Building C, and have entered into this Deed to effect these changes.
- (E) The freehold owner of the remainder of the Site (Mederco (Huddersfield) Limited), known as Building C and registered at HM Land Registry under title number YY41694 have moved from administration to dissolution. Building C is managed a receiver appointed by Capital Bridging Solutions (in liquidation) and the parties have therefore agreed to vary the Principal Agreement without reference to Building C.

**IT IS AGREED AS FOLLOWS**

**1 DEFINITIONS AND INTERPRETATIONS**

- 1.1 The words and expressions in this Deed shall where the context so requires or admits and except as otherwise provided or required by this Deed have the meanings as given to them in the Principal Agreement.

**2 OPERATIVE PROVISIONS**

- 2.1 The parties to this Deed agree that the Principal Agreement shall be varied as set out in clause 5 of this Deed from the date hereof.
- 2.2 The Principal Agreement remains valid and in force subject to the variations contained in clause 5 of this Deed which are supplemental and collateral to the Principal Agreement.
- 2.3 If any provisions of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be in any way deemed thereby to be affected or impaired.

**3 STATUTORY BASIS**

3.1 This Deed is made pursuant to the provisions of section 106 and section 106A of the 1990 Act and the covenants contained in this Deed are planning obligations for the purposes of those sections.

3.2 Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

#### **4 APPLICATION OF THE ORIGINAL AGREEMENT**

4.1 For the avoidance of doubt any steps taken pursuant to the Principal Agreement in respect of the Site shall be deemed to have been taken also for the purposes of this Deed.

#### **5 VARIATION**

The parties hereby agree that the Principal Agreement shall from the date that this Deed comes into effect be read and construed and observed and performed subject to the following variations:

5.1 The definition of "*Occupation*" in clause 1.1 of the Principal Agreement shall be deleted and replaced with the following definition:

*"Occupation" means occupation for the uses authorised by the Planning Permission and for the avoidance of doubt shall not include occupation for the purposes of carrying out fit-out, building or other works and "Occupied" and "Occupy" shall be construed accordingly"*

5.2 Clause 2.4 of the Principal Agreement shall be deleted and replaced with the following clause:

*2.4 Subject to clause 2.14, the expressions "the Council" and "the Owner" shall include their successors in title and assigns*

5.3 Clause 2.14 of the Principal Agreement shall be deleted and replaced with the following clause:

*"2.14 The provisions in this Agreement are planning obligations made pursuant to section 106 of the Town and Country Planning Act 1990, section 111 and 120 of the Local Government Act 1972 and section 2 of the Local Government Act 2000 (all as amended) and all other enabling powers to the intent that they shall bind the Owner and every part of the Site save for:*

*2.14.1 Clause 3.2.1 shall bind Building B only and shall not be enforceable against any person with an interest in Building C or their successors in title or mortgagees and chargees.*

*2.14.2 Clause 3.2.2 shall bind Building C only and shall not be enforceable against any person with an interest in Building B or their successors in title or mortgagees and chargees.*

#### **6. REGISTRATION**

6.1 This Deed of Variation shall be registered by the Council as a local land charge by the Council under the Local Land Charges Act 1975

#### **7. COSTS**

7.1 The Owner covenants with the Council that on execution of this Deed of Variation it will pay the Council's reasonable costs incurred in the negotiation, preparation and execution of this Deed of Variation

**8. THIRD PARTY RIGHTS**

8.1 A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999

**9. JURISDICTION**

9.1 This Deed of Variation is governed by and interpreted in accordance with the laws of England.

IN WITNESS whereof the parties have executed this Deed of Variation the day and year first before written

Executed as a Deed by  
**WATERFRONT TRUSTEE 1  
LIMITED** a company incorporated in  
Jersey, acting by \_\_\_\_\_  
who, in accordance with the laws of  
that territory, is acting under the  
authority of the Company:

.....

Signature of Authorised Signatory

Print Name:

Executed as a Deed by  
**WATERFRONT TRUSTEE 2  
LIMITED** a company incorporated in  
Jersey, acting by \_\_\_\_\_  
who, in accordance with the laws of  
that territory, is acting under the  
authority of the Company:

.....

Signature of Authorised Signatory

Print Name:

Sealed as a DEED by affixing the )  
COMMON SEAL of )  
**THE COUNCIL OF THE BOROUGH** )  
**OF KIRKLEES** )  
in the presence of:

.....

Authorised Signatory