

Dated _____ **2026**

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

HARRON HOMES LIMITED

and

SANTANDER UK PLC

**Confirmatory Deed of Agreement under Section 106
of the Town and Country Planning Act 1990**

Land lying to the West of Roslyn Avenue, Netherton

Application Ref: 2025/92541

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BETWEEN

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Civic Centre 3, Market Street, Huddersfield HD1 1WG (**the Council**);
- (2) **HARRON HOMES LIMITED** (CRN: 03012678) of Trueman House, Capitol Boulevard, Morley, Leeds LS27 0TS (**the Owner**); and
- (3) **SANTANDER UK PLC** (CRN: 2294747) of 2 Triton Square, Regent's Place, London NW1 3AN (**the Chargeholder**)

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 Owner is the registered freehold proprietor of the Site which is registered at HM Land Registry under Title Number YY206505, having purchased freehold ownership on 4 June 2025.
- (C) The Chargeholder is the beneficiary of a registered charge over the Site dated 4 June 2025.
- (D) The Owner has submitted the Infrastructure Application to the Council.
- (E) On 17 July 2024 the Original Agreement was entered into in respect of the Site by (1) the Council; (2) The Right Honourable William Tenth Earl of Dartmouth and Duckmore Limited; and (3) KCS Development Limited.
- (F) The Council resolved to grant the Infrastructure Permission subject to the prior completion of this Deed.
- (G) 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:

- 1.1.1. Words and phrases whose meanings are not defined in clause 1.1.2 below have the same meanings as in the Original Agreement (but for the avoidance of doubt any defined terms which appear in both the Original Agreement and this Deed shall take their definition from clause 1.1.2 below for the purposes of this Deed).
- 1.1.2. The following expressions have the following meanings:

1990 Act	the Town and Country Planning Act 1990
Commencement of Infrastructure Development	the date upon which the Infrastructure Development is begun by the carrying out on the Site pursuant to the Infrastructure Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT for the purposes of this Deed the term 'material operation' shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and laying of services, 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 Infrastructure Development shall be construed accordingly;
Infrastructure Application	the planning application validated by the Council on 4 November 2025 under reference number 2025/92541;
Infrastructure Development	the development of the Site comprising operational development to create development plateau comprising land level changes, highways construction, utilities diversions and drainage construction as described in the Infrastructure Application;
Infrastructure Permission	a planning permission permitting the Infrastructure Development granted by the Council pursuant to the Infrastructure Application;
Original Agreement	the agreement entered into on 17 July 2024 in respect of the Site by (1) the Council; (2) The Right Honourable William Tenth Earl of Dartmouth and Duckmore Limited; and (3) KCS Development Limited to include any subsequent variations of the same;
Plan	the plan titled "Location Plan" attached to this Deed at Schedule 1 with drawing reference 652 02;
Principal Planning Permission	the planning permission granted by the Council on 29 July 2024 under reference 2023/93503 together with any subsequent planning permissions granted in respect of that planning permission pursuant to section 73 of the 1990 Act;
Site	the land against which both the obligations contained in this Deed and those contained in the

Original Agreement may be enforced and which is shown edged red on the Plan;

- 1.2. Reference in this Deed to any enactment shall be construed as 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 and schedules are references to clauses paragraphs and schedules in this Deed.
- 1.4. 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.
- 1.5. Any words denoting natural person shall include legal persons and vice versa.
- 1.6. The expression "the Owner" shall include its respective successors in title and assigns.
- 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 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 and shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11. Any covenant by the Owner or the Council 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 binds the Site 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.
- 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**

- 3.1. This Deed is conditional upon the grant of the Infrastructure Permission.
- 3.2. Clause 4 below is further conditional upon the Commencement of Infrastructure Development.

4. **COVENANTS & DECLARATIONS**

- 4.1. The Owner covenants with the Council to comply with the obligations on its part contained within paragraphs 7.1 to 7.15 inclusive and paragraphs 7.25 to 7.27 inclusive of Part 2 of the First Schedule of the Original Agreement with respect to the Infrastructure Development.
- 4.2. The Council covenants with the Owner to comply with the obligations on its part contained within paragraphs 7.1 to 7.15 inclusive and paragraphs 7.25 to 7.27 inclusive of Part 2 of the First Schedule of the Original Agreement with respect to the Development.
- 4.3. The Owner and the Council hereby agree that for the purposes of the Infrastructure Development:
- 4.3.1. any and all references to "Planning Permission" in paragraphs 7.1 to 7.15 inclusive and paragraphs 7.25 to 7.27 inclusive of Part 2 of the First Schedule of the Original Agreement shall be deemed to also be references to the Infrastructure Permission;
- 4.3.2. paragraphs 7.1 to 7.15 inclusive and paragraphs 7.25 to 7.27 inclusive of Part 2 of the First Schedule of the Original Agreement are enforceable against the Development undertaken pursuant to the Infrastructure Permission and:
- 4.3.2.1. any and all references to the term "Development" in paragraphs 7.1 to 7.15 inclusive and paragraphs 7.25 to 7.27 inclusive of Part 2 of the First Schedule of the Original Agreement shall be deemed to also refer to the Infrastructure Development as permitted by the Infrastructure Permission and as so defined in this Deed;
- 4.3.2.2. any and all references to the term "Commencement of Development" or any of its derivatives in paragraphs 7.1 to 7.15 inclusive and paragraphs 7.25 to 7.27 inclusive of Part 2 of the First Schedule of the Original Agreement shall be deemed to also apply to "Commencement of Infrastructure Development" as so defined in this Deed;
- 4.3.2.3. paragraphs 7.1 to 7.15 inclusive and paragraphs 7.25 to 7.27 inclusive of Part 2 of the First Schedule of the Original Agreement shall otherwise continue to have full force and effect in respect of the Principal Planning Permission.
- 4.4. The Chargeholder acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by this Deed and accordingly its security over the Owner's interest in the Site shall take effect subject to

the Original Agreement as varied by this Deed **PROVIDED THAT** the Chargeholder shall otherwise have no liability under this Deed or the Original Agreement unless it takes possession of the Site (or part thereof) and in which case it will also be bound by the covenants, restrictions and obligations in the Original Agreement as varied by this Deed as if it were a person deriving title from the Owner.

4.5. To the extent that any of the covenants and obligations in the Original Agreement have already been satisfied in accordance with the terms of the Original Agreement, such covenants and obligations shall be deemed to be similarly so satisfied under the terms of this Deed.

4.6. Save as expressly supplemented by this Deed the Original Agreement shall remain in full force and effect.

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 subsisting breach prior to parting with such interest); or

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

5.2. If the Infrastructure 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 shall 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 and the Original Agreement; 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 Site 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 Infrastructure Permission) granted before or after the date of this Deed.

8. SEVERABILITY

- 8.1. 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 or enforceability of the remaining provisions of this Deed.

9. DISPUTES

- 9.1. Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 9.2. 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 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 whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.
- 9.3. The following provisions and terms of appointment shall apply to such disputes or disagreements:-
- 9.3.1. the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 9.2 above, shall be appointed or identified by the following persons:
- 9.3.1.1. in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;
- 9.3.1.2. in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or
- 9.3.1.3. in the case of any other dispute the President of the Bar Council.
- 9.3.2. the Expert shall act as an expert and not as an arbitrator

- 9.3.3. the Expert shall be required to give notice of their appointment to each of the parties (**Expert's Notice**) and thereafter:
 - 9.3.3.1. the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;
 - 9.3.3.2. the other parties shall have 20 Working Days from the receipt of such written submission (or such extended period as the Expert shall allow) to respond;
 - 9.3.3.3. the Expert shall disregard any representations made out of this time; and
 - 9.3.3.4. 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;
 - 9.3.3.5. to the extent not provided for by this clause the Expert may in their 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
- 9.3.4. the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;
- 9.3.5. the Expert's decision shall be in writing and shall give reasons for the decision; and
- 9.3.6. each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.
- 9.4. The decision of the Expert shall be binding on the parties.
- 9.5. 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:
 - 9.5.1. either party may apply to the relevant body as per Clause 9.3.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and
 - 9.5.2. Clause 9.3 shall apply to the new Expert as if they were the first Expert appointed

10. **THIRD PARTY RIGHTS**

- 10.1. 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 or becomes vested in law including successors in title to the Site.

11. NOTICES

- 11.1. Any notice given to a party under or in connection with this agreement 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).
- 11.2. Any notice shall be deemed to have been received:
- 11.2.1. if delivered by hand, at the time the notice is left at the proper address; or
 - 11.2.2. 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.
- 11.3. 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.

12. COSTS

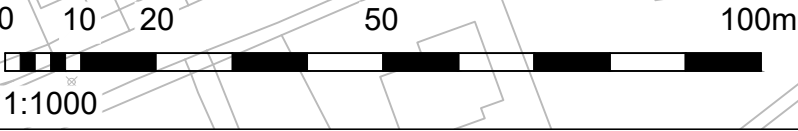
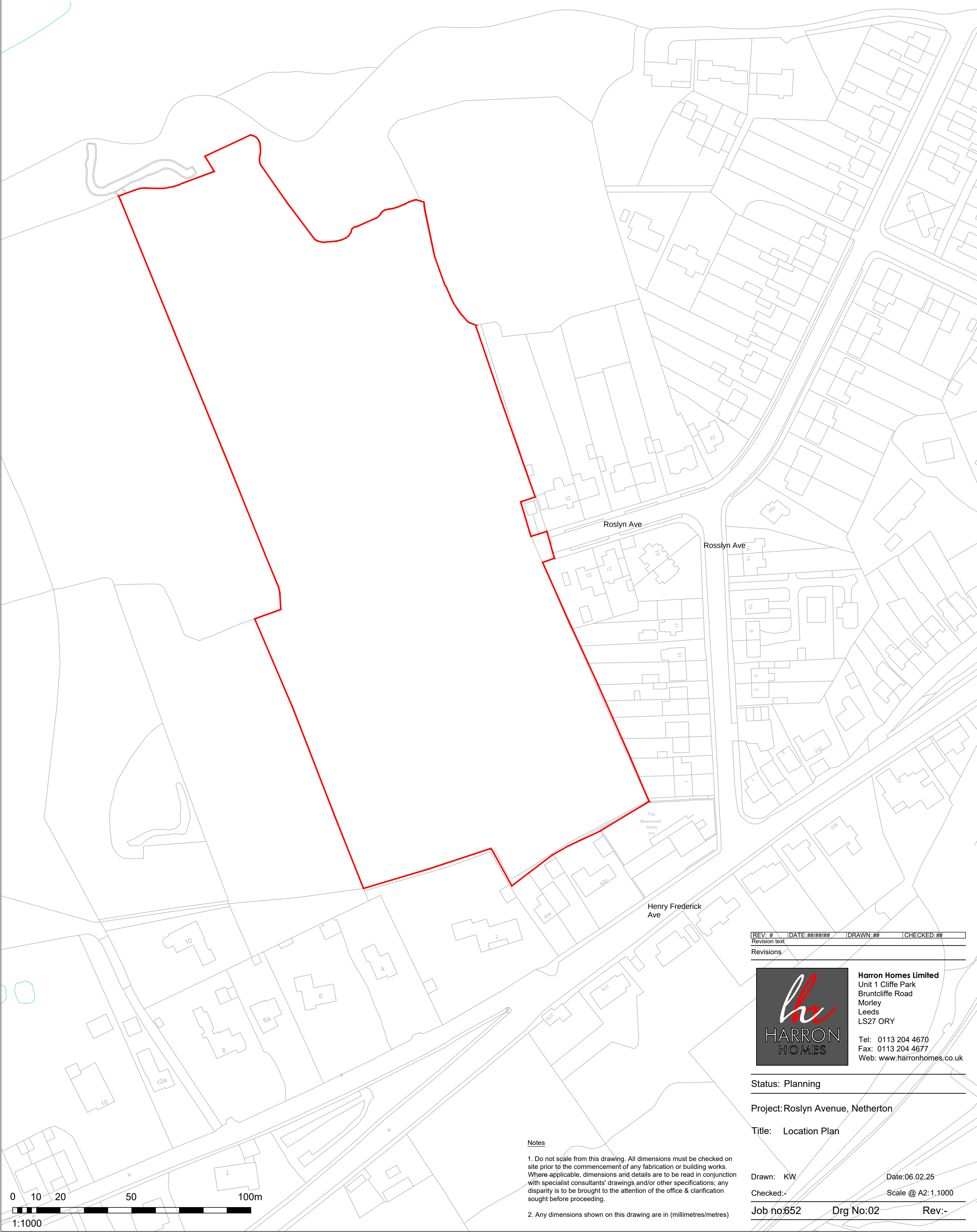
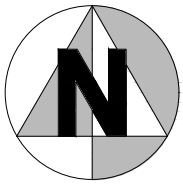
- 12.1. The Council acknowledges that the Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed.

13. JURISDICTION

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

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 – Plans



Notes

1. Do not scale from this drawing. All dimensions must be checked on site prior to the commencement of any fabrication or building works. Where applicable, dimensions and details are to be read in conjunction with specialist consultants' drawings and/or other specifications; any disparity is to be brought to the attention of the office & clarification sought before proceeding.
2. Any dimensions shown on this drawing are in (millimetres/metres)

REV: #	DATE:####	DRAWN: ##	CHECKED: ##
Revision text			
Revisions			



Harron Homes Limited
Unit 1 Cliffe Park
Bruntcliffe Road
Morley
Leeds
LS27 0RY
Tel: 0113 204 4670
Fax: 0113 204 4677
Web: www.harronhomes.co.uk

Status: Planning

Project: Roslyn Avenue, Netherton

Title: Location Plan

Drawn: KW	Date:06.02.25
Checked:-	Scale @ A2: 1,1000
Job no652	Drg No:02
	Rev:-

Executed as a Deed (but not delivered
Until the date herof) by the affixing of
THE CORPORATE COMMON SEAL of
THE COUNCIL OF THE BOROUGH
OF KIRKLEES in the presence of: -

Authorised Signatory

Executed as a Deed
(but not delivered until the date hereof) by
HARRON HOMES LIMITED
acting by its Attorneys

and

both in the presence of:

.....

Attorney

.....

Attorney

Signature of witness:

Name (BLOCK CAPITALS):

Address:

.....

.....

Executed as a Deed (but not)
Delivered until the date hereof))

by ♦
duly authorised)
for and on behalf of)
Santander UK plc)

Witness Signature

Witness Name

Witness Address