

Dated

3 June

2026

**THE COUNCIL OF THE BOROUGH OF KIRKLEES**

and

**LIDL GREAT BRITAIN LIMITED**

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**DEED OF VARIATION**

relating to a Section 106 Agreement in respect of the site of the Former Spotted Cow Pub, New Hey Road,  
Oakes, Huddersfield, HD3

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**SQUARE ONE.**

Anson House, The Fleming Business Centre, Burdon Terrace, Jesmond, Newcastle Upon Tyne, NE2 3AE

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THIS DEED is dated *3 June* 2026

## **PARTIES**

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire ("the **Council**"); and
- (2) **LIDL GREAT BRITAIN LIMITED** incorporated and registered in England and Wales with company number 02816429 whose registered office is at Lidl House, 14 Kingston Road, Surbiton, KT5 9NU ("the **Owner**").

## **BACKGROUND**

- (A) The Council and the Owner entered into a Section 106 Agreement dated 21<sup>st</sup> June 2023 in respect of the Property (**Agreement**).
- (B) The Council and the Owner now wish to amend the Agreement as set out in this Deed with effect from the date of this Deed (**Variation Date**).

## **AGREED TERMS**

### **1. TERMS DEFINED IN THE AGREEMENT**

In this Deed, expressions defined in the Agreement and used in this Deed have the meaning set out in the Agreement unless otherwise defined. The rules of interpretation set out in the Agreement apply to this Deed.

### **2. VARIATION**

- 2.1 With effect from the Variation Date, the parties agree to amend the Agreement as shown in Schedule 1 to this Deed.
- 2.2 Except as set out in clause 2.1, the Agreement shall continue in full force and effect.
- 2.3 To the extent of any conflict between the terms of the Agreement and this Deed, the terms of this Deed shall prevail.

### **3. GOVERNING LAW**

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

### **4. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

THIS AGREEMENT has been entered into as a deed on the date stated at the beginning of it.

## **SCHEDULE 1 – VARIATIONS TO THE AGREEMENT**

### **1. ADDITION OF NEW CLAUSES**

A new clause 3.9 shall be added to the Agreement as follows:

3.9 “The covenants, restrictions and requirements imposed upon the Owner under this Agreement shall apply to any variation to the Planning Permission made pursuant to Section 73 of the Act”

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

THE COMMON SEAL of

THE COUNCIL OF THE BOROUGH OF KIRKLEES

was hereunto affixed in the presence:-

Name: JOHN CHAPMAN

Signature:

Job Title: HEAD OF LEGAL SERVICES



023004

EXECUTED as a DEED by

LIDL GREAT BRITIAN LIMITED

acting by ~~a director~~ an attorney

in the presence of:

.....

Witness Signature

Name: LIAM SCITFIELD

Address:

Occupation: HEAD of PROEN TM.