

**THE COUNCIL OF THE BOROUGH OF KIRKLEES and
ABODE HUDDERSFIELD LIMITED**

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

Land at Crown House Southgate Huddersfield HD1 1SW

THIS DEED is made the

day of

2026

BETWEEN

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall Huddersfield West Yorkshire HD1 2TA (**the Council**); and
- (2) **ABODE HUDDERSFIELD LIMITED** (Co. Regn. No.14290239) whose registered office is at The Colony Altrincham Road Wilmslow SK9 4LY (**the Owner**).

BACKGROUND

- (A) The Owner owns the long leasehold interest comprising the Site.
- (B) The Council is the local planning authority for the purposes of the Act for the administrative area in which the Site is situated and is identified in the Principal Agreement as the authority by whom the obligations created by the Principal Agreement are enforceable.
- (C) The Owner has submitted the Variation Application to the Council pursuant to Section 73 of the Act to carry out the Development without complying with certain conditions attached to the Planning Permission.
- (D) The Council are minded to approve the Variation Application subject to the completion of this Deed to the effect that the obligations that restricted the Development continue to do so subsequent to the grant of the Variation Permission.

OPERATIVE PARTS

1 DEFINITIONS

- 1.1 In this Deed the following expressions shall have the following meanings

Expression	Meaning
Principal Agreement	the agreement dated 14 August 2023 made pursuant to (inter alia) Section 106 of the Act between the Council of the Borough of Kirklees (1) and Abode Asset Management Limited (2).
Variation Application	the application submitted to the Council pursuant to Section 73 of the Act to carry out the Development without complying with conditions attached to the Planning Permission expressed as: “Variation of conditions 2, 3 and 10 and removal of conditions 7 and 8 and allocated application number 2026/90607.”
Variation Permission	the planning permission to be granted by the Council pursuant to the Variation Application.

- 1.2 All other expressions in this Deed shall have the meaning set out in the Principal Agreement.
- 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 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.
- 1.11 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 LEGAL EFFECT

- 2.1 This Deed is made pursuant to both Section 106 and 106A of the Act and all such other statutory powers so enabling.
- 2.2 This Deed is conditional on the grant by the Council of planning permission pursuant to the Variation Application.

3 VARIATION OF PRINCIPAL AGREEMENT

- 3.1 It is hereby agreed that the Principal Agreement is varied as follows:
- 3.1.1 The definition of 'the Application' is deleted and the following definition inserted in its place:

"Application"

means either the application for planning permission allocated reference number 2022/93932 or the application for planning permission allocated reference number 2026/90607 submitted to the Council for the Development"

3.1.2 A new clause 6.8 shall be inserted as follows:

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

6.8.1 references to ‘Application’ ‘Planning Permission’ and ‘Development’ in this deed shall be deemed to include the application made for the new planning permission granted and the development permitted pursuant to Section 73 Section 73A Section 73B or Section 96A of the Act respectively; and

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

but in each case PROVIDED THAT:

6.8.3 nothing in this clause shall fetter the discretion of the Council in determining any application under Section 73 Section 73A Section 73B or Section 96A of the Act to require new or varied planning obligations whether by way of a new or supplemental deed pursuant to Section 106 and/or Section 106A of the Act; and

6.8.4 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.”

9 RELEASE

- 9.1 No person shall be liable for any breach of a covenant restriction or obligation contained in this Deed after parting with all of its interest in the Site except in respect of any breach subsisting before parting with that interest.

10 LOCAL LAND CHARGE

- 10.1 This Deed is a local land charge and shall be registered as such by the Council.

11 VALUE ADDED TAX

- 11.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax (VAT) properly paid.
- 11.2 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.

12 COSTS

- 12.1 The Owner covenants to pay the legal costs of the Council in respect of the preparation and completion of this Deed on or before the date hereof.

13 THIRD PARTY RIGHTS

- 13.1 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.

14 WAIVER

- 14.1 No failure or delay by the Council to exercise any right or remedy provided under this Deed or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

15 GOVERNING LAW

- 15.1 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) will be governed by and construed in accordance with the law of England.

IN WITNESS WHEREOF the parties hereto have executed this document as a Deed on the date first appearing above.

THE COMMON SEAL of the **COUNCIL OF
THE BOROUGH OF KIRKLEES** was
hereunto affixed in the presence of:

}

Authorised signatory

EXECUTED AS A DEED
BY ADOBE HUDDERSFIELD LIMITED
acting by a director

}

Director signature:

Print name:

In the presence of:

Witness signature:

Print name:

Occupation:

Address: