

DATED

3 February 2023

**SUPPLEMENTAL AGREEMENT UNDER SECTION 106A OF THE TOWN &  
COUNTRY PLANNING ACT 1990 RELATING TO LAND AT WELLINGTON  
DOCK, CAMBRIDGE ROAD, DOVER, KENT**

between

**DOVER DISTRICT COUNCIL**

and

**DOVER HARBOUR BOARD**

THIS DEED is dated 3 February 2023

between

- (1) **DOVER DISTRICT COUNCIL** of White Cliffs Business Park, Dover, Kent, CT16 3PJ and any successor authority and any body to which all or part of the functions of the Council may lawfully be transferred (hereinafter called "the District Council")

and

- (2) **DOVER HARBOUR BOARD** of Harbour House, Marine Parade, Dover, Kent, CT17 9BU and its successors in title and assigns (hereinafter called the "Owner")

(each a Party and together Parties)

#### BACKGROUND

- (A) The District Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 Act ("the Act") for the area in which the land referred to in paragraph B below is situated.
- (B) Planning permissions (references DOV/96/0505 dated 05.09.1996 and DOV/97/0207 dated 18.08.1997) were granted for the Phase A and Phase B refurbishment and construction of De Bradelei Wharf Shopping Centre on land owned by the Owner at the Wellington Docks, Cambridge Road, Dover with conditions for the provision of car parking facilities for customers of the shopping centre (the "Development Car Park").
- (C) The District Council and the Owner entered into an agreement pursuant to section 106 of the Act dated 13 August 1997 (as amended by a Deed of Rectification dated 6 February 1998) ("the Principal Agreement") and varied by Supplemental Deeds of Agreement dated 13 May 1999 and 3 May 2017) pursuant to section 106A of the Act, which required the provision of and elaborated on the Development Car Park and created further obligations on the Owner to provide various car parking facilities on the land owned by the Owner at Wellington Docks, Cambridge Road, Dover, Kent.
- (D) As part of the Owner's Dover Western Docks Revival project, the Dover Marina will be redeveloped which requires the relocation of marina boat yard from its current location to the Northampton Quay. However, this relocation will impact on the footprint of the car park provided by the Owner and reduction of the Development Car Park is necessary to enable the construction of the new boat yard.

- (E) The Owner has made an application pursuant to section 73 of the Act to the District Council to modify the requirements imposed by the planning permissions referenced above in respect of the Development Car Park and it has been agreed that the total number of car parking spaces for the Development Car Park and the Hotel Car Park should be reduced from 137 to 90 to enable the relocation of the boatyard at the marina.
- (F) The Parties have agreed to amend the Principal Agreement as set out in this deed with effect from the date of this deed ("Variation Date").
- (G) This deed is made under section 106A of the Act and is supplemental to the Principal Agreement.

#### AGREED TERMS

##### 1. TERMS DEFINED IN THE CONTRACT

In this deed, unless as defined in clause 1.1 below, expressions defined in the Principal Agreement and used in this deed have the meaning set out in the Principal Agreement. The rules of interpretation set out in the Principal Agreement apply to this deed.

- 1.1 **Plan** means the plan dated 25.06.2021 with reference ESTAT-F128-SP-IO- "Proposed Section 106 Proposed Car Parking Layout- De Bradelei" which is annexed to this Deed.

##### 2. VARIATION

- 2.1 With effect from the Variation Date, the Parties agree that the Principal Agreement should be subject to the following modifications:

- 2.1.1 the Plan numbered 27488 attached to the Principal Agreement is replaced by the Plan as defined by this Deed.

- 2.1.2 In recital A of the Principal Agreement the definitions the 'Development Car Park' and the 'Hotel Car Park' shall be deleted and replaced with a single definition as follows:  
*"Development and Hotel Car Park" means the car park edged red with spaces shaded in orange on the Plan which shall provide at all times no less than 90 car parking spaces "*

- 2.1.3 In the First Schedule of the Principal Agreement all references to the 'Development Car Park' shall be replaced with 'Development and Hotel Car Park'.

2.1.4 Paragraph 1 of the First Schedule shall be deleted and replaced with the following:

*"The Owner Shall provide the Development and Hotel Car Park as follows:*

*68 spaces for the use of "members of the public" (which expression shall include customers of the Existing Development and the Proposed Development) of which no less than six (6) car parking spaces shall be for the exclusive use of disabled person's vehicle which clearly displays a disabled persons badge"; and 22 spaces for use by the customers and staff of the Hotel.*

2.1.5 The Second Schedule shall be deleted from the Principal Agreement.

2.1.6 The Third Schedule shall be deleted from the Principal Agreement.

### 3. GOVERNING LAW

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) shall be governed by and construed in accordance with the law of England and Wales.

### 4. JURISDICTION

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

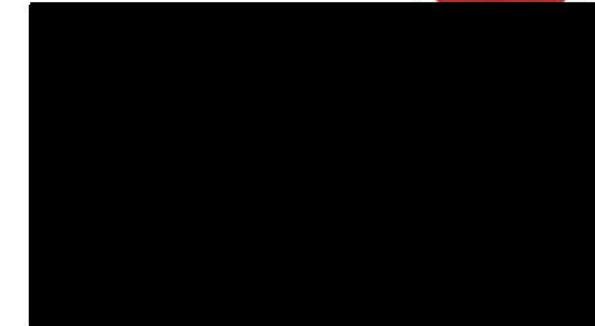
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL of DOVER  
DISTRICT COUNCIL was hereunto  
affixed in the presence of:

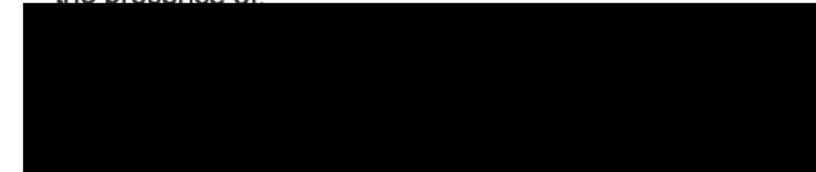


Authorised Chief Officer

Name:



THE COMMON SEAL of the  
DOVER HARBOUR BOARD was  
hereunto affixed to this DEED in  
the presence of:-



Register

