

Date :

15 February

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**The Master Fellows and Scholars of Emmanuel College in the University of  
Cambridge (1)**

**and**

**Vistry Homes Limited (2)**

**and**

**Dover District Council (3)**

**and**

**The Kent County Council (4)**

**VARIATION OF PLANNING OBLIGATION BY DEED OF AGREEMENT  
Under Section 106 of the Town and Country Planning Act 1990  
(as amended)  
relating to the development of land at Chequer Lane, Ash  
in the County of Kent**

THIS DEED is made the

15

day of

February

2024

## PARTIES

- (1) **The Master Fellows and Scholars of Emmanuel College in the University of Cambridge** care of The Bursar, Emmanuel College, Cambridge, CB2 3AP (**"the First Owner"**)
- (2) **Vistry Homes Limited** (Company Registration Number 00397634) whose registered office is 11 Tower View, Kings Hill, West Malling, Kent, ME19 4UY (**the Second Owner"**)
- (3) **Dover District Council** of White Cliffs Business Park Dover Kent CT16 3PJ (**"Council"**)
- (4) **The Kent County Council** of County Hall, Maidstone, Kent, ME14 (**"County Council"**)

## RECITALS

1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
2. The County Council is the local planning authority, local highway authority and the education authority for the area in which the Site is situated.
3. The First Owner is the registered proprietor of that part of the Site registered under title number K980369.
4. The Second Owner is the registered proprietor of that part of the Site registered under title number TT96072.
5. On 24 May 2018 the Council and the First Owner and the County Council entered into the Original Agreement.
6. Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to vary the terms of Original Agreement as set out in this deed.
7. This deed is made under section 106A of the Act and is supplemental to the Original Agreement.

NOW this Deed Witnesseth as follows:

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

#### 1.1 Definitions

"Council's Costs"

means the sum of £660.00 being the agreed contribution to the Council's proper and

reasonable legal and administrative costs for the preparation, execution and registration of this Deed

“Original Agreement” means the agreement made under section 106 of the Act dated 24 May 2018 between the Council and the First Owner and the County Council.

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this deed.
- 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 Unless the context otherwise requires, references to clauses are to the clauses of this deed.
- 1.11 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.
- 1.12 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. STATUTORY PROVISION**

This deed is made pursuant to the provisions of sections 106 and 106A of the Act, section 111 of the Local Government Act 1972 and any other enabling powers.

### 3. VARIATIONS TO THE ORIGINAL AGREEMENT

3.1 The Definition of "Primary Education Contribution" shall be deleted and replaced with the following:

**"Primary Education Contribution"** means the sum of TWO THOUSAND THREE HUNDRED AND SIXTY POUNDS AND NINETY-SIX PENCE per Applicable Residential Unit (£2,360.96) to be used towards the cost of providing additional pupil places at Ash, Cartwright and Kelsey CE Primary School.

### 4. COVENANTS TO THE COUNCIL

The First Owner covenants with the Council and the County Council to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this deed.

The Second Owner covenants with the First Owner the Council and the County Council to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this deed.

### 5. LOCAL LAND CHARGE

This deed shall be registered as a local land charge.

### 6. COSTS

The County Council shall pay to the Council on or before the date of completion of this deed, the Council's Costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

The County Council shall pay to the First Owner and the Second Owner on or before the date of completion of this deed, the First Owner and the Second Owner costs together with all disbursements reasonably incurred in connection with the preparation, completion and registration of this deed.

### 7. THIRD PARTY RIGHTS

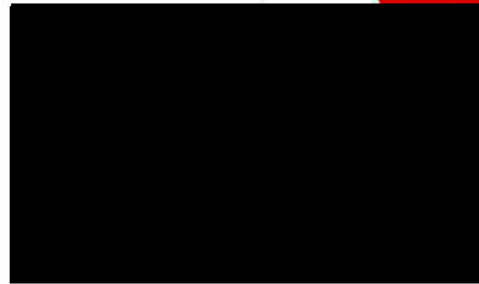
A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

### 8. 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.

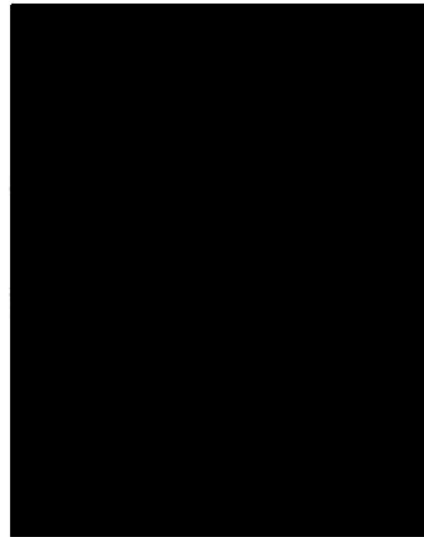
In WITNESS whereof this Deed has been duly executed by the Parties on the day and year first before written.

Executed as a Deed by affixing the Common Seal of **Dover District Council** in the presence of:

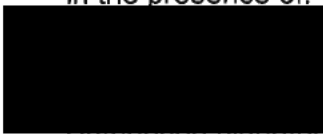


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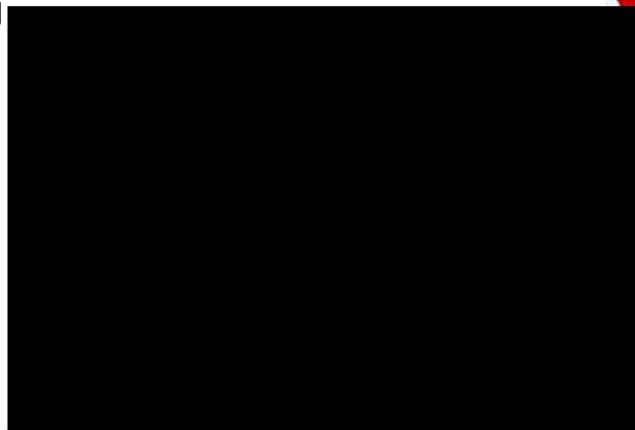
Executed as a Deed by affixing the Common Seal of **The Master Fellows and Scholars of Emmanuel College in the University of Cambridge** in the presence of:



**THE COMMON SEAL OF THE KENT COUNTY COUNCIL**  
was hereunto affixed to this deed  
in the presence of: -



Authorised Signatory



Executed as a deed by **Vistry Homes Limited** acting by \_\_\_\_\_ and  
as attorneys for and on behalf of **Vistry Homes Limited** under a power of attorney dated \_\_\_\_\_

