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(1) HHC DEVELOPMENTS LIMITED

(2) HORSHAM DISTRICT COUNCIL

DEED OF VARIATION AND RELEASE

Pursuant to section 106A of the Town and Country Planning Act 1990 in respect of a section 106 Agreement dated 16 February 2000 and subsequent variations relating to:

- (1) Land at the back of Henfield Business Park, Shoreham Road, Henfield
- (2) Land on the east side of Henfield Business Park, Shoreham Road, Henfield
- (3) Land lying south of Nep Town Road, Henfield also known as Vinalls Business Centre,
Nep Town Road, Henfield

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Albery House
Springfield Road
Horsham
West Sussex
RH12 2GB

Legal ref: 12505
Planning ref: S106/25/0015

Between:

- (1) **HHC DEVELOPMENTS LIMITED** (Co. Regn. No. 07601629) whose registered office address is at Vinalls Business Centre, Nep Town Road, Henfield, West Sussex, BN5 9DZ ("**the Owner**"); and
- (2) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB ("**the District Council**")

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

- 1.1 On 21 January 1992 the 1992 Agreement (as hereinafter defined) was entered into pursuant to section 106 of the Act which contained covenants (amongst others) in respect of the Green Land (Vinalls Business Centre) and the Yellow Land (Henfield Business Park).
- 1.2 On 16 February 2000 the HBP Agreement was entered into pursuant to section 106 of the Act.
- 1.3 The HBP Agreement superseded the provisions of the 1992 Agreement in respect of the Yellow Land.
- 1.4 By deeds of variation dated 17 May 2011, 24 October 2013, 18 August 2014 and 10 March 2017 (the "**Deeds of Variation**") the HBP Agreement was varied by agreement which narrowed the scope and definition of the Yellow Land.
- 1.5 By a deed of variation dated 10 March 2017 made pursuant to Section 106A of the Act in relation to application references DC/16/2919 and S106_2298 and in respect of land at Henfield Business Park, Shoreham Road, Henfield, West Sussex the definition of Yellow Land in clause 1.13 of the HBP Agreement was deleted and replaced, varied to include only the area edged yellow and shown on the plan at Appendix 1 to this Deed of Variation.
- 1.6 Following completion of the 1992 Agreement, land known as Land on the South Side of Nep Town Road Henfield registered under HM Land Registry titles numbered WSX453590 and WSX454997 was transferred out of the Green Land (the "**Transferred Land**")
- 1.7 The District Council is the local planning authority as defined in the Act for the area within which the Green Land (now comprising the Transferred Land and the Retained Land) and the Yellow Land is situated for the purposes of this Deed and for the purposes of section 106 and section 106A of the Act.
- 1.8 The Owner is the registered proprietor with Freehold Title Absolute of the Land on which the Yellow Land is situated, being:
 - 1.8.1 HM Land Registry title number WSX350362 being land on the east side of Henfield Business Park, Shoreham Road, Henfield
 - 1.8.2 HM Land Registry title number WSX283485 being Land at the back of Henfield Business Park, Shoreham Road, Henfield.
- 1.9 The Owner is the registered proprietor with Freehold Title Absolute of the remainder of the Green Land under HM Land Registry title number WSX309500 being land lying to the south of Nep Town Road, Henfield known also as Vinalls Business Centre, Nep Town Road, Henfield, BN5 9DZ (and referred to as the Builder's Yard in the 1992 Agreement) (the "**Retained Land**")

- 1.10 The District Council received the Application on 29 July 2025 which was validated on 7 August 2025.
- 1.11 Without prejudice to the covenants contained within the 1992 Agreement, the HBP Agreement and subsequent variations, the Parties to this Deed now wish to release the Retained Land from the obligations in the 1992 Agreement and vary the HBP Agreement (insofar as it relates to the Yellow Land) in the manner set out herein.

NOW THIS AGREEMENT WITNESSES as follows:

2. DEFINITIONS AND INTERPRETATION

- 2.1 For the purposes of this Deed (including for the avoidance of doubt the recitals above) the definitions set out in the 1992 Agreement and the HBP Agreement will apply unless the context requires otherwise and in addition the following additional expressions shall have the following meanings which shall take precedence in the event of a conflict:

“1992 Agreement”	a section 106 Agreement dated 21 January 1992 between (1) R Vinall (Henfield) Limited (2) Peter Stirling Gander; Eric John Wells; Rex McDougall; Richard Edgar Skilton (3) John Harry White (4) Richard George Parsons (5) Alan Paul Wickenden (6) Mark Anthony Eamon Dowd; (7) Johannes Nimwegan; (8) Dominico Luigi Mario Chiarini; and (8) Horsham District Council in respect of land at: (a) on the east side of A2037 Henfield Road, Henfield, West Sussex (red land and yellow land); (b) Milcot, West End Lane, Henfield, West Sussex (blue land) and (c) Builders Yard, Neptown, Henfield, West Sussex (green land).
“Act”	the Town and Country Planning Act 1990 (as amended);
“Application”	the application ascribed reference number S106/25/0015 and described as: “Variation of S106 legal agreements (allied to planning permission HF/15/90 and HF/32/98) in relation to planning obligations for the areas identified as the green land in a S106 agreement dated 21 January 1992 and the yellow land in a S106 agreement dated 16 February 2000 (as amended in a S106 agreement dated 10 March 2017 (allied to planning permission DC/16/2919))”
“Deed”	this deed of variation made pursuant to s106A of the Act;
“Green Land”	the land shown edged green on Plan C at Appendix 1 known as Vinalls Business Centre ;
“HBP Agreement”	a section 106 Agreement dated 16 February 2000 between (1) Peter Stirling Gander; Eric John Wells; Rex McDougall; Richard Edgar Skilton (2) John Harry White (3) John Anthony Howard; Felicity Therese Howard; Peter Stirling Gander; Keith George Henley (4) Horsham District Council relating to land at: (1) Land at Henfield Business Park, Shoreham Road, Henfield and (2) High Street, Henfield, West Sussex.
“Retained Land”	the retained part of the Green Land registered under HM Land Registry title number WSX309500 being land lying to the south of Nep Town Road, Henfield known also as Vinalls Business Centre, Nep Town Road, Henfield, BN5 9DZ as shown shaded green on the Retained Land Plan at Appendix 1;
“Transferred Land”	the land transferred out of the Green Land shown shaded orange on the Transferred Land Plan at Appendix 1 AND which for the avoidance of doubt will remain bound by the planning obligations at clause 6 (and its sub-paragraphs) in the 1992 Agreement

“Yellow Land” the land shown edged yellow on drawing 0913.23/05 at Appendix 1 which is known as Unit 41 Henfield Business Park and registered under title numbers WSX350362 and WSX283485.

- 2.2 References in this Deed to the “Owner” shall include their respective successors in title to the Land and their assigns.
- 2.3 References in this Deed to the “District Council” shall include any successor to its functions as local planning authority.
- 2.4 References in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.
- 2.5 The clause headings in this Deed are for convenience only and do not form part of the agreement.
- 2.6 References to clauses paragraphs schedules or recitals shall (unless the context otherwise requires) be references to clauses paragraphs and schedules or recitals in this Deed.
- 2.7 References to the singular shall include the plural and vice versa.

3. ENABLING PROVISIONS

- 3.1 This Deed is made pursuant to section 106 and section 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the District Council in the exercise of its functions as local planning authority or under any public or private statute bylaw or regulation.

4. VARIATION AND RELEASE

- 4.1 The Parties acknowledge that from the date of this Deed, the Retained Land shall be released from the obligations in the 1992 Agreement and the HBP Agreement (as varied by the Deeds of Variation) shall be varied, as set out in the Schedule to this Deed.

5. COSTS

- 5.1 The Owner has undertaken to pay on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Deed.

6. WARRANTIES

6.1 The Owner warrants that:

- 6.1.1 they have full authority to enter into this Deed;
- 6.1.2 no person other than the Owner has any legal or equitable interest in the Retained Land or the Yellow Land;
- 6.1.3 there is no subsisting breach of the terms of any mortgage or legal charges secured on the Retained Land or the Yellow Land and that all payments due to any mortgage or charge are paid as at the date of this Deed;
- 6.1.4 they have investigated as necessary all matters of title to the Retained Land and the Yellow Land and know of no impediment to the validity of entering into this Deed.

7. GENERAL

The Parties undertake that:

- 7.1 this Deed is a Local Land Charge and shall be registered as such by the District Council in the Local Land Charges Register.
- 7.2 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.3 Nothing in this Deed shall fetter or prejudice the District Council's statutory rights, powers, discretions and responsibilities (save where legally or equitably permitted) under all statutes by-law statutory instruments order and regulations in the exercise of their functions as a local authority.
- 7.4 The Parties acknowledge that this Deed applies only to the obligations in the 1992 Agreement and HBP Agreement .

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 8.1 The Parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

9. DECLARATION

- 9.1 Other than as varied by this Deed the 1992 Agreement and the HBP Agreement (as varied) shall continue in full force and effect. Further:
 - 9.1.1 This Deed varies and shall be construed in connection with and supplemental to the 1992 Agreement and the HBP Agreement and any necessary amendments to the 1992 Agreement and the HBP Agreement to give effect to such variation shall be deemed to have been made; and
 - 9.1.2 Nothing in this Deed affects the District Council's powers in respect of any antecedent breach or omission in relation to the 1992 Agreement or the HBP Agreement.

10. COMMENCEMENT

- 10.1 For the avoidance of doubt the provisions of this Deed shall not have any effect until this document has been dated.

11. GOVERNING LAW

- 11.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the laws of England and the Parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof this Deed has been duly executed the day and year first hereinbefore mentioned

EXECUTED as a **DEED** by
HHC DEVELOPMENTS LIMITED

acting by one director in the presence of a witness

..... Signature

In the presence of:

W Signature

I Print name

T Address 1

N Address 2

E Address 3

S Post code

S Occupation

SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL
in the presence of:

Authorised Officer

SCHEDULE
VARIATION AND RELEASE

1. From the date hereof the Retained Land is released from the obligations contained in clause 6 (and its subclauses) of the 1992 Agreement and the said clause 6 (and its subclauses) shall no longer be binding on the Retained Land.
2. The HBP Agreement shall be varied as follows:
 - 2.1 Clause 6 relating to the Yellow Land shall be deleted.
3. For the avoidance of doubt, subject to clauses 1 and 2 the 1992 Agreement and the HBP Agreement (as varied) shall continue in full force and effect.

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APPENDIX 1

Plans

1. Green Land Plan entitled “Plan C”
2. Retained Land Plan entitled “Location Plan “with drawing number AD25104 dated 04.04.2025
3. Transferred Land Plan dated 04.04.2025
4. Yellow Land plan entitled “Location Plan” with drawing number 0913.23/05 dated December 2016

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