

Dated

2025

- (1) Horsham District Council**
- (2) West Sussex County Council**
- (3) Senior Living (Durrants) Limited**

Deed of Variation

relating to Durrant's Village, Faygate Lane, Faygate, West Sussex RH13 6LT

Ref: 157123.00002

THIS DEED OF VARIATION is made the day of 2025

PARTIES:

- (1) **Horsham District Council** of Park House, North Street, Horsham, West Sussex RH12 1RL ("the **District Council**");
- (2) **West Sussex County Council** of County Hall, West Street, Chichester, West Sussex PO19 1RQ ("the **County Council**"); and
- (3) **Senior Living (Durrants) Limited** (Company registration number 05895651) whose registered office is located at Unit 3, Edwalton Business Park Landmere Lane, Edwalton, Nottingham, United Kingdom, NG12 4JL ("the **Owner**")

together referred to as the **Parties**

1 Definitions

The meanings ascribed to definitions in the Previous Undertakings are (except as provided herein) to be applicable to those expressions where used in this Deed

The Councils means the District Council and the County Council;

First Development means the development of the Property pursuant to the First Planning Permission;

First Planning Permission means the permission issued pursuant to the application DC/08/0316 and appeal reference APP/Z3825/A/08/2090104/NWF for the demolition of existing buildings, construction of 148 retirement units, 8 affordable housing units, 1 warden's unit, 50 bed care home, visitor accommodation, central facilities building, shop, medical centre, provision of open space, balancing pond, associated landscaping and improvements to existing access;

First Undertaking means a planning obligation unilateral undertaking made by Helical Faygate Limited to the Councils in connection with the First Development pursuant to the First Planning Permission dated 22 April 2009 attached at the annex hereto;

Previous Undertakings means the First Undertaking and the Second Undertaking and the Third Undertaking;

Property means all the land at the former Durrant's Village, Faygate Lane, Faygate, Horsham, West Sussex RH13 6TT as defined as the Property in the Previous Undertakings;

Second Development	means the development of the Property pursuant to the Second Planning Permission;
Second Planning Permission	means the permission issued pursuant to the application reference DC/12/0178 for the erection of six retirement dwellings and a triple bay garage;
Second Undertaking	means a planning obligation unilateral undertaking made by Helical (Durrants) Limited to the Councils in connection with the Second Development pursuant to the Second Planning Permission dated 10 April 2013 attached at the annex hereto;
Third Development	means the development of the Property pursuant to the Third Planning Permission;
Third Planning Permission	means the permission issued pursuant to the application reference DC/14/1178 for the erection of an apartment block consisting of twelve apartments and five retirement cottages with parking and associated works;
Third Undertaking	means a planning obligation unilateral undertaking made by Helical (Durrants) Limited to the Councils in connection with the Third Development pursuant to the Third Planning Permission dated 24 August 2015 attached at the annex hereto;

2 Introduction & background

- 2.1 The District Council is the local planning authority for the purposes of the Act and the area within which the Property is situated.
- 2.2 The Owner is the freehold owner of the Property which is registered at the Land Registry under title numbers WSX147153, WSX235602 and WSX241921.
- 2.3 On 12 February 2008 Helical Faygate Limited applied to the District Council for the First Planning Permission which was granted at appeal by the Secretary of State on 8 May 2009 subject to the First Undertaking.
- 2.4 On 25 January 2012 Helical (Durrants) Limited applied to the District Council for the Second Planning Permission which was granted subject to the Second Undertaking.
- 2.5 On 5 June 2014 Helical (Durrants) Limited applied to the District Council for the Second Planning Permission which was granted subject to the Second Undertaking.

- 2.6 The Owner and the Councils have agreed that the Previous Undertakings are to be varied as set out in this Deed.
- 2.7 The covenants in this Deed constitute planning obligations for the purposes of section 106 of the 1990 Act to bind the Owner's interest in the Property which the District Council as the local planning authority is entitled to enforce.

3 It is agreed by the Parties as follows:

- 3.1 This Deed is made pursuant to Sections 106 and 106A of the Act and all other powers thereto enabling and is a planning obligation enforceable by the District Council and County Council as applicable.
- 3.2 The Parties hereby agree and covenant with each other that from the date of this Deed the Previous Undertakings shall be varied in accordance with the following Schedule of Variation.
- 3.3 It is hereby agreed between the Parties that the provisions of this Deed shall take effect on the date hereof.
- 3.4 The Parties hereby agree that save as varied herein the Previous Undertakings shall continue in full force and effect.
- 3.5 The Owner hereby covenants with the Councils on the date hereof to pay their reasonable legal fees in respect of this Deed.
- 3.6 The Parties do not intend that any of the terms of this Deed of Variation will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it (other than a successor in title or a successor in statutory function).
- 3.7 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.
- 3.8 This Deed shall be registered as a local land charge by the District Council.
- 3.9 This Deed shall be governed by English Law and subject to the exclusive jurisdiction of the English courts.

Schedule of Variation

The First Undertaking shall be varied as follows:

- 1 Paragraphs 4.5 and 4.6 in schedule 1 shall be deleted.
- 2 Paragraphs 5.1(c) to (f) (inclusive) in schedule 1 shall be deleted.
- 3 Paragraph 5.1(g) in schedule 1 shall be amended by deleting: ‘, surgery/medical centre and Library’.
- 4 Paragraph 5.2 in schedule 1 shall be amended by deleting all references to: ‘and/or surgery/medical centre and/or Library’ and ‘(as the case may be)’.

The Second Undertaking shall be varied as follows:

- 5 Paragraphs 4.3 (including 4.3.1 to 4.3.4) and 4.4 in schedule 1 shall be deleted.
- 6 Paragraphs 5.1.2 to 5.1.4 (inclusive) in schedule 1 shall be deleted.
- 7 Paragraph 5.1.5 in schedule 1 shall be amended by deleting: ‘, surgery/medical centre and Library’.
- 8 Paragraph 5.2 (including 5.2.1 and 5.2.2) in schedule 1 shall be amended by deleting all references to: ‘and/or medical centre and/or Library’ and ‘and/or surgery/medical centre and/or Library’ and ‘(as the case may be)’.

The Third Undertaking shall be varied as follows:

- 9 Paragraphs 4.1.2 and 4.1.3 in schedule 1 shall be deleted

All Previous Undertakings shall be varied as follows:

- 10 The insertion of a new clause 15A after clause 15 with the following:
 - 15A. In the event that any new planning permission(s) relating to the Development are granted pursuant to section 73 or section 73B of the Act and unless otherwise agreed by the District Council acting in its complete discretion:
 - 15A.1 the obligations in this Undertaking shall relate to and bind any subsequent planning permission(s) in respect of the Phase 3 granted pursuant to section 73 or section 73B (as applicable) of the Act; and
 - 15A.2 the definitions of Application and Planning Permission in this Undertaking as they relate to Phase 3 shall be construed to include reference to any application under section 73 or section 73B (as applicable) of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and
 - 15A.3 this Undertaking shall be endorsed with the following words (amended as applicable) in respect of any future section 73 or section 73B (as applicable) application:

"The obligations in this Undertaking relate to and bind the Development in respect of which a new planning permission referenced has been granted pursuant to section [73] [73B] of the Act"

PROVIDED THAT nothing in this clause shall fetter the discretion of the District Council in determining any application(s) under section 73 or section 73B (as applicable) of the Act or the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Undertaking and required pursuant to a determination under section 73 or section 73B (as applicable) of the Act whether by way of a new deed or supplemental deed pursuant to the Act.

Annex 1 Previous Undertakings

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

The **COMMON SEAL** of **HORSHAM**)
DISTRICT COUNCIL was hereunto affixed)
in the presence of:-

The **COMMON SEAL** of **WEST SUSSEX**)
COUNTY COUNCIL was hereunto affixed)
in the presence of:-

EXECUTED and **DELIVERED**)
as a Deed by **SENIOR LIVING (DURRANTS) LIMITED**)
acting by a director in the presence of:

Director: