

Dated 5 June 2026

- (1) Barnsley Metropolitan Borough Council
- (2) Countryside Properties (UK) Limited
- (3) Vico Homes Limited

Deed of Variation to Section 106 Agreement
relating to
Land at Wakefield Road, Mapplewell, Barnsley
Application 2014/0249

**Deed of Variation of a Section 106
Agreement dated 23 July 2018
(Modification Application Reference
2025/1045)**

This Agreement is made the 5 day of June 2026

Parties

- (1) **Barnsley Metropolitan Borough** of Town Hall, Barnsley, South Yorkshire S70 2TA. (the "Council");
- (2) **Countryside Properties (UK) Limited**, a company incorporated in England and Wales (company number 00614864) and registered office at 11 Tower View, Kings Hill, West Malling, ME19 4UY (the "Owner");
- (3) **Vico Homes Limited**, a community benefit society incorporated in England and Wales (registered number RS007530) whose registered office is at Merefield House, Whistler Drive, Castleford, WF10 5HX (the "Registered Provider");

Background

- (A) The Council is a local planning authority for the area in which the **Land** is situated acting in its capacity as such.
- (B) The Owner is the freeholder owner of the Land the title to which is registered at the Land Registry with Title Absolute under title number SYK430302 free from encumbrances.
- (C) The Registered Provider has entered into a Conditional Land Purchase Agreement with the Owner dated 22 December 2025 in respect of the Affordable Housing Units on the Land
- (D) The Registered Provider wishes to vary the Principal Agreement in respect of the Affordable Housing Provisions at Schedule 1 thereto to facilitate and maximise charging potential of the Affordable Housing Units and the parties have agreed to enter into this Deed to bring into effect that variation.

Agreed Terms

1. Definitions

For the purposes of this Deed in addition to the parties previously referred to the following expressions shall have the following meanings unless inconsistent with the context:

Principal Agreement

means the section 106 agreement dated 23 July 2018 entered into between the Council (1) and Pipestone Limited (2) in relation to outline planning permission 2014/0249

and otherwise the definitions and expressions used in the Principal Agreement shall apply to this Deed as to the Principal Agreement.

2. Interpretation

- 2.1. The validity construction and performance of this Deed shall be governed by English Law and each party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Deed.
- 2.2. Reference to any statute or statutory provisions includes a reference to:-
 - 2.2.1. Any modification extension or re-enactment of that statute or statutory provision; and

- 2.2.2. all instruments orders permissions and directions for the time being made issued or given pursuant to it whether before or after the date of this Deed.
- 2.3. Where in this Deed reference is made to any clause paragraph or schedule such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule in this Deed.
- 2.4. The headings in this Deed are intended for convenience only and shall not affect the construction or interpretation of this Deed.
- 2.5. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.6. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.7. Whenever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.8. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party, and, in the case of the Council, the successors to its statutory functions.
- 2.9. This Deed is supplemental to but not in substitution of the Principal Agreement which remains in full force and effect except where modified by this Deed.
- 2.10. The remedies provided in this Deed are cumulative and not exclusive of any remedies provided by law.

3. Legal Basis

- 3.1. This Deed is made pursuant to Section 106 and Section 106A of the Act and Sections 1 and 2 of the Localism Act 2011 and any other enabling powers.
- 3.2. The Covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner but without prejudice to all and any other means of enforcing them at law or in equity or by statute and a planning obligation not to do any act or thing includes an obligation not to cause permit or suffer that act or thing to be done by any other person.

4. Commencement

- 4.1. This Deed shall come into effect from the date hereof.

5. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

6. Miscellaneous

- 6.1. The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation preparation and execution of this Deed.
- 6.2. This Deed shall be registrable as a local land charge by the Council.

- 6.3. Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Act or any other powers vested in the Council under any statute byelaw statutory instruments orders and regulations (already or in the future to be passed) or any government department public or competent Council or Court of competent jurisdiction.
- 6.4. No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 6.5. No failure or delay by the Council to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right power or remedy by the Council.
- 6.6. The Owner warrants to the Council that apart from the parties to this Deed there are no other persons with any interest (legal or equitable) in the Land or any part of it.
- 6.7. Any notices to be served or document to be submitted on or to any party to this Deed shall be in writing and shall be validly served if personally delivered or if sent by post (including recorded delivery) to that party at the address specified as theirs at the head of this Deed and in the case of the Council addressed to the appropriate officer.
- 6.8. 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.
- 6.9. For the avoidance of doubt and with reference to Sections 1 and 2 of the Contracts (Rights of Third Parties) Act 1999 no terms of this Deed shall be enforceable by a third party and any term thereof may be rescinded or varied without the consent of any third party.
- 6.10. 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 **Land**, except in respect of any breach subsisting prior to parting with such interest.

7. Disputes Procedure

- 7.1. Any dispute arising out of the provisions of this Deed shall be referred to an Expert in accordance with the provisions of clause 3.4.2-3.4.4 of the Principal Agreement.

8. The Principal Agreement

- 8.1. The Council and the Owner hereby agree that with effect from the date hereof the Principal Agreement as varied by this Deed shall continue in full force and effect save that the obligations therein shall be further varied as set out in Schedule 1 to this Deed.

9. Delivery

- 9.1. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties have each executed this Deed as a Deed the day and year first before written

Schedule 1
Variations to the Principal Agreement

1. Variations to the Principal Agreement

1.1. Definitions

1.1.1. The definitions of "Chargee" and "Protected Tenant" shall be deleted from clause 1 (definitions) of the Principal Agreement

1.1.2. The definition of "Affordable Housing Units" shall be deleted from clause 1 (definitions) of the Principal Agreement and replaced with:

means 22 Dwellings of Affordable Housing comprising Shared Ownership Dwellings and the Affordable Rent Dwellings to be provided in accordance with paragraph 1 of the First Schedule and "**Affordable Housing Unit**" shall be construed accordingly

1.1.3. The definition of "Intermediate Dwellings" shall be deleted from clause 1 (definitions) of the Principal Agreement

1.1.4. The definition of "Intermediate Rent" shall be deleted from clause 1 (definitions) of the Principal Agreement

1.1.5. The definition of "Shared Ownership Dwellings" shall be added to clause 1 (definitions) of the Principal Agreement:

means 5 of the Affordable Housing Units consisting of house types as specified on the Plan to be constructed on plots 41, 42, 92, 93 and 110 or such other locations and/or house types to be made available on a Shared Ownership Lease to persons in accordance with the Registered Provider's policy or such other housing as approved in writing by the Council that provides a subsidised route to home ownership and which complies with either definition (c) "Discounted market sales housing" or definition (d) "Other affordable routes to home ownership" as set out within Annex 2 of the National Planning Policy Framework and any subsequent versions and "**Shared Ownership Dwelling**" shall be construed accordingly;

1.1.6. The definition of "Shared Ownership Lease" shall be added to clause 1 (definitions) of the Principal Agreement:

means the Homes England lease current at the date of this Agreement

1.1.7. The definition of "Homes England" shall be added to clause 1 (definitions) of the Principal Agreement:

means the Homes and Communities Agency trading as Homes England or any body or bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008

1.1.8. The definition of "Reasonable Endeavours" shall be added to clause 1 (definitions) of the Principal Agreement:

means it is agreed by the Parties that the Party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and / or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable

- 1.1.9. The definition of "Registered Provider" shall be deleted from clause 1 (definitions) of the Principal Agreement and replaced with:

means a registered provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Owners and approved by the Council

1.2. Clause amendments

- 1.2.1. Clause 3.4.1 (ii) of the Principal Agreement shall be deleted and replaced with:

If a person shall be an occupier or tenant of any of the Dwellings or a purchaser of an individual Dwelling (or a chargee of an individual Dwelling lending money to such occupier purchaser or tenant) or a successor in title or mortgagee or chargee thereto

- 1.2.2. Clause 3.4.1 shall be read as if the following sub-clauses (iv) and (v) had been included:

(iv) (save for the obligations in paragraph 1 of the First Schedule) if he shall be a Registered Provider

(v) (save for the provisions in paragraph 1 of the First Schedule) if a person shall be an occupier or tenant of any of the Affordable Housing Units or a purchaser of an individual Affordable Housing Unit (or a mortgagee of a Registered Provider or an individual Affordable Housing Unit lending money to such Registered Provider occupier purchaser or tenant)

- 1.2.3. Paragraph 1.1 of the First Schedule shall be read as if all references to Intermediate Dwellings were references to Shared Ownership Dwellings.

- 1.2.4. Paragraph 1.1.1 – 1.1.3 inclusive of the First Schedule shall be deleted and replaced with:

1.1.1

"Upon full staircasing to 100% of the equity in an individual Shared Ownership Dwelling the obligations in paragraph 1 of the First Schedule shall no longer apply to that Dwelling

1.1.2

Where a tenant exercises a Right to Buy under Part V of the Housing Act 1985 or a Right to Acquire under Part 2 Chapter 5 of the Housing and Regeneration Act 2008, to acquire 100% of the equity in an Affordable Housing Unit, the obligations in paragraph

1 of the First Schedule shall cease to apply to such Dwelling from completion of that purchase

1.1.3

The exemptions in paragraphs 1.1.1 and 1.1.2 include the successors in title to any purchaser or tenant referred to in those paragraphs and any person deriving title through or under such purchaser or tenant, including their mortgagee/chargee”.

1.2.5. Paragraph 1.2 of the First Schedule shall be deleted and replaced with:

“1.2 The affordable housing provisions in this paragraph 1 of Schedule 1 to this Agreement shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

1.2.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units; and

1.2.2 has used Reasonable Endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

1.2.3 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in paragraph 1 of Schedule 1 to this Agreement which provisions shall determine absolutely”.

No. 1894
IN REGISTER



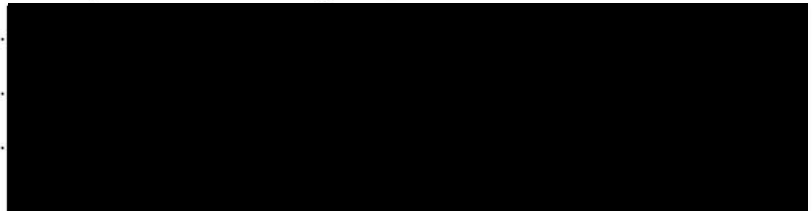
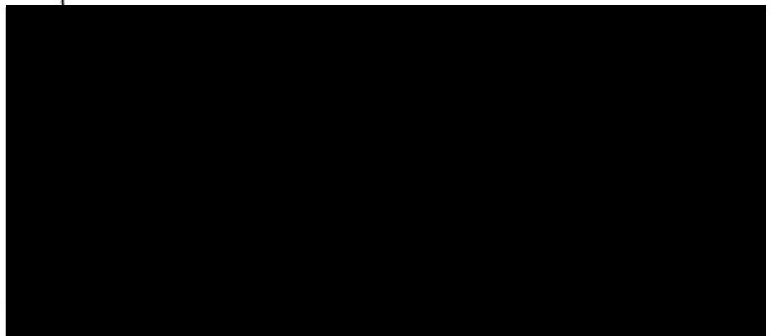
Executed as a DEED

By affixing **THE COMMON SEAL** of
Barnsley Metropolitan Borough Council

In the presence of
Authorised Signatory
Print name



Executed as a deed by [redacted]
and [redacted]
as attorneys for and on behalf of
Countryside Properties (UK) Limited
under power of attorney
dated 23 January 2026
in the presence of:



Executed as a deed
by affixing the common seal of
Vico Homes Limited
in the presence of:

