

Rebecca Larder  
Planning and Building Control  
Barnsley Council  
PO Box 634  
Barnsley  
S70 9GG

05 December 2025

Your ref: B/1025

Dear Sir/Madam,

**Application for a Deed of Variation of Section 106 Agreement dated 23 July 2018 relating to Land at Wakefield Road, Mapplewell, Barnsley**

Countryside Partnerships (UK) Limited (trading as Vistry) are acting as Agents on behalf of the current landowner Purico Landinvest Ltd (formerly Pipestone Limited) to submit this application for a Deed of Variation pertaining to the Section 106 Agreement dated 23 July 2018 relating to Land at Wakefield Road, Mapplewell, Barnsley.

Please find enclosed with this application the following documents submitted to support this deed of variation:

- Draft Deed of Variation prepared by Clarke Willmott
- Site Location Plan
- This Covering Letter

Background

Outline planning permission was granted on 15 April 2014 subject to conditions (ref: 2014/0249) for *Erection of residential development of up to 250 no. dwellings. (Outline - All Matters Reserved) (Resubmission)*. Subsequently two separate Reserved Matters application were submitted for approval (ref: 2016/0337 and 2017/0520). These reserved matters were approved subject to a S106 Agreement. This Agreement the subject of this application is dated 23 July 2018 (the Principal Agreement). The agreement refers to the planning permission as the outline planning permission for residential development of up to 250 Dwellings given the planning reference number 2014/0249. Following the planning approvals and signed S106 works were undertaken to commence the development. A 'start on site' letter was received from Barnsley Council dated 2<sup>nd</sup> October 2020 which confirmed that the planning permission was therefore extant.

Vistry are currently in the process of acquiring the site, with contracts having now been exchanged and completion expected within the next few weeks. Vistry are also negotiating contracts with Vico Homes Limited, the proposed Registered Provider for this scheme, in respect of the S106 affordable homes to be provided on site, together with some additional grant funded affordable homes.

This deed is made pursuant to Section 106A of the Town and Country Planning Act and the Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992. Section 106A permits a modification after the expiry of the relevant period (i.e five years beginning with the date on

which the obligation is entered into). An application for the modification of a planning obligation may not specify a modification imposing an obligation on any other person against whom the obligation is enforceable.

Schedule 3(2) of the Modification and Discharge of Planning Obligations Regulations notes an application shall include:

- a) The information required by the application form;
- b) A map identifying the land to which the obligation relates; and
- c) Such other information as the applicant considers relevant to the determination of the application.

### Application Form

In the absence of an application form provided by the local planning authority the following is provided in accordance with the Regulations.

- a) The applicant is Countryside Properties (UK) Limited (trading as Vistry) who are acting as agents on behalf of the landowner Purico Landinvest Ltd (formerly Pipestone Limited) . Countryside Properties (UK) Limited address is 11 Tower View, Kings Hill, West Malling, ME19 4UY.
- b) The land to which the application relates is the site known as Land Off Wakefield Road, Mapplewell, Barnsley. Countryside Properties (UK) Limited have now exchanged contracts with the current landowner to purchase the site, with completion expected within the next few months. It is our intention to complete on the land before entering into this S106. A Site Location Plan is provided alongside this letter to clearly identify the site in question.
- c) The planning obligations to which this modification application relates is the First Schedule specifically Clause 3.4.1, Paragraph 1.1 with Paragraphs 1.1.1 – 1.1.3 which are to be deleted and replaced and Clause 1.2 which shall also be deleted and replaced. Clarification is also being sought regarding the definitions referred to in Clause 1 Definitions and Interpretations and deletions of definitions
- d) See below for the reasons for applying for the modification;
- e) This cover letter and accompanying documentation provides the necessary information to enable the authority to determine this application.

### Reasons for Modification

The principle variation introduced by this Deed of Variation (DoV) is the substitution of the National Housing Federation precedent Mortgagee in Possession clause wording to ensure consistency with current best practice. In addition a small number of amendments have been made to expand and clarify the existing release clauses. This is to be done through the removal and replacement of paragraphs 1.1.1-1.1.3 and paragraphs 1.2 In the First Schedule and Clause 3.4. These changes are technical in nature and do not alter the overall intent or obligations of the Principal Agreement.

We consider that subject to the proposed modifications the obligation would better serve its purpose if it had effect of the modifications specified in this application. The changes will provide for circumstances where a Registered Provider (RP) defaults on loan payments or other loan/ mortgage terms and a mortgagee takes control of the RP's interest in affordable housing units as assets against which their loan is secured.

The changes proposed will allow for another RP or Barnsley Council to purchase the affordable housing units within a specified timeframe; where units are not purchased within this period, they can be released from affordable tenure, enabling the mortgagee to dispose of the units in order to regain some or all of the loan they have provided.

We would be grateful if the Council could confirm that they are satisfied with this approach and that the proposed wording meets the requirements under the relevant clause of the Section 106 Agreement.

We are also seeking changes within Clause 1 Definitions and Interpretation and clarification on the definition of Intermediate Rent under this Clause. The definitions “Chargee” and “Protected Tenant” are proposed to be removed. These removals will ensure that this DoV is consistent with the National Housing Federation terminology by removing redundant definitions. This will ensure that the DoV is unambiguous and reflects updated legislation and guidance.

Clause 1 currently defines “intermediate rent” to have the same meaning as “intermediate housing” as defined in the Glossary at Annex 2 of the National Planning Policy Framework (NPPF). We have assumed this to mean the 2012 version of the NPPF, which included homes for sale and rent above social rent but below market levels, such as shared ownership, equity loans, and intermediate rent (excluding affordable rent).

Since the Principal Agreement was signed, the NPPF has been updated, with the latest version (2024) revising the glossary and definitions. Although the agreement does not specify which version applies, we request confirmation that references to the NPPF glossary include subsequent revisions. This would allow the updated definition to apply, including:

*d) **Other affordable routes to home ownership:** is housing provided for sale that provides a route to ownership for those who could not achieve home ownership through the market. It includes shared ownership, relevant equity loans, other low cost homes for sale (at a price equivalent to at least 20% below local market value) and rent to buy (which includes a period of intermediate rent). Where public grant funding is provided, there should be provisions for the homes to remain at an affordable price for future eligible households, or for any receipts to be recycled for alternative affordable housing provision, or refunded to Government or the relevant authority specified in the funding agreement.*

We would be grateful if the Council could provide clarity on this matter and whether it is considered necessary for an additional modification to be made to clarify this position as part of the DoV.

### Conclusion

This covering letter set out the reasons for the proposed modifications to the 23 July 2018 Section 106 Agreement for Land at Wakefield Road, Mapplewell.

This covering letter with accompanying Draft Deed of Variation and Site Location Plan should provide the necessary information to allow a decision to be made as to whether the obligations within the Principal Agreement would serve their purpose equally well if it had effect subject to the modifications specified in this application, that it shall have effect subject to those modifications.

Should you find that you require any further information to assist with making a decision, please do not hesitate to contact me.

Yours sincerely

Kat Crisp  
**Planning Manager**