

DATED:

2026

BDW TRADING LIMITED
AND
NORTH HERTFORDSHIRE DISTRICT COUNCIL

DEED OF VARIATION

SECTION 106 and SECTION 106A TOWN AND
COUNTRY PLANNING ACT 1990
(AS AMENDED)

Relating to a Section 106 Agreement dated 28 November 2024 (ref: 18/01154/OP) as varied by
a Deed of Variation dated ~~TBC~~ 15 May 2026

RELATING TO: Land north of Highover Farm to Stotfold Road, Highover Way, Hitchin, Herts

THIS DEED is made the

day of

2026

BETWEEN

- (1) **BDW TRADING LIMITED** (Company Registration No 03018173) whose registered office is situated at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Leicestershire, LE67 1UF ("**the Owner**")
- (2) **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices, Gernon Road, Letchworth Garden City, Hertfordshire, SG6 3JF ("**the Council**")

BACKGROUND

- A The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land (as defined in the Original Agreement) is situated
- B The Original Agreement was entered into on 28 November 2024
- C The Owner is registered as the freehold owner of part of the Site at the Land Registry under title number HD615990
- D On [x] 2026, the Council and the Owner entered into a deed of variation to the Original Agreement, herein defined as the First DoV. All references in this Agreement to the Original Agreement shall be to the Original Agreement as varied by the First DOV.
- E The Parties have agreed to enter into this Deed to vary the provisions of the Original Agreement ~~as~~ set out in Clause 2 of this Deed
- F This Deed is supplemental to the Original Agreement and the First DoV and incorporates the terms of the Original Agreement as varied by Clause 2 of this Deed

1 STATUTORY PROVISIONS

- 1.1 This Deed is entered into pursuant to Section 106 and Section 106A of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and the obligations in this Deed are planning obligations and shall be enforceable by the Council ~~and County Council~~ as a local planning authority~~ies~~ without limit of time against the Owner and their successors in title, assigns and persons claiming under or through it an interest Site or any part of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by them

- 1.2 The Original Agreement shall be varied in the manner set out in Clause 2 of this Deed
- 1.3 Words and expressions used in this Deed which are not specifically defined shall have the same meaning as in definitions contained in the Original Agreement
- 1.4 The definitions, clauses, obligations and provisions of the Original Agreement shall remain in full force and effect except as varied or added to by this Deed and shall continue to be applicable to the Site in respect of the Development defined in the Original Agreement as varied or added to by this Deed and remain to be performed to the extent that they have not already been performed
- 1.5 In this Deed the following words and definitions have the following meanings:-

“the First DoV”	means the agreement dated 28 November 2024 and made between BDW Trading Limited and (1) North Hertfordshire District Council (2) and (3) Hertfordshire County Council which varies the Original Agreement
“the Original Agreement”	the agreement dated 28 November 2024 made pursuant to Section 106 of the Act relating to the Land and made between BDW Trading Limited (1) Hertfordshire County Council and (2) North Hertfordshire District Council (3) as varied by the First DoV
“the Parties”	the parties to this Deed

- 1.6 A reference to any party to this Deed shall include that party's successors in title and assigns and in the case of the Council ~~and County Council~~ any successors to ~~its~~their statutory functions
- 1.7 Where an obligation fails 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
- 1.8 This Deed shall take effect upon the date of this Deed

2 VARIATIONS OF THE ORIGINAL AGREEMENT

- 2.1 The Parties agree that the Original Agreement is varied as set out in the Schedule.

- 2.2 Save as varied herein the Original Agreement shall remain in full force and fully effective and the terms of the Original Agreement shall have effect as though the provisions contained in this Deed had been contained in the Original Agreement with effect from the date of this Deed

3 COVENANTS BY THE OWNER

- 3.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed
- 3.2 This Deed does not release any party from any breaches of the Original Agreement existing at the date of this Deed

4 COSTS

The Owner shall pay to the Council upon the signing of this Deed their reasonable legal costs incurred in connection with the preparation and completion of this Deed

5 LOCAL LAND CHARGE

- 5.1 This Deed shall be registered as a local land charge by the Council in the register of local land charges maintained by the Council

6 MISCELLANEOUS

- 6.1 If any provisions in this Deed are held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired
- 6.2 No waiver whether express or implied by the Council of any breach or default in performing or observing the terms and conditions of this Deed shall constitute a continuing waiver and no waiver shall prevent the Council or the Owner from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect of them
- 6.3 Save as expressly varied by this Deed the Original Agreement shall remain in full force and effect

7 JURISDICTION

- 7.1 This Deed shall be governed by and interpreted in accordance with the Law of England

IN WITNESS of which the Parties have executed this Deed as a Deed and have delivered it
upon dating the day and year first before written

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THE SCHEDULE
Variation of Original Agreement

The Original Agreement is varied as follows:

1. Clause 1 shall be amended to include a new definition of Management Company as follows:

“Management Company”	means a body with a registered office in England or Wales that is nominated or established by the Owners for the acquisition and long term management and maintenance of the Open Space in accordance with Part 2 of Schedule 2, for which the management company principal objectives are to maintain and enhance the Open Space, such body to be adequately self-funded or will be funded through on-going arrangements which may include the levy of a service charge on individual Dwellings (and may comprise a resident management company entity) the details of which are to be provided to the Council for approval in writing (such approval not to be unreasonably withheld or delayed)
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2. The definition of “Open Space Maintenance Contribution” shall be deleted in its entirety.

3. Paragraph 14.5 of Part 2 of Schedule 2 shall be deleted in its entirety.

3.4. Paragraph 14.6 of Part 2 of Schedule 2 shall be deleted in its entirety.

4.5. Paragraph 14.7 of Part 2 of Schedule 2 shall be deleted in its entirety.

6. At the end of paragraph 14.10 the following wording shall be added “the Owner has transferred the Open Space Land within that Phase or Reserved Matters Approval to a Management Company”

5.7. Paragraph 14.11 of Part 2 of Schedule 2 shall be deleted in its entirety ~~and replaced with the following:~~

~~“The Owner has transferred the Open Space Land within that Phase or Reserved Matters Approval to a Management Company”~~

6.8. Paragraph 14.12 of Part 2 of Schedule 2 shall be deleted in its entirety.

7.9. Paragraph 14.13 of Part 2 of Schedule 2 shall be deleted and replaced with the following:

“Prior to the Open Space (or part thereof) being transferred to the Management Company, not to use the Open Space for any use or purpose other than as public open space for use by and for the enjoyment of the public

EXECUTED UNDER THE COMMON SEAL of)
NORTH HERTFORDSHIRE DISTRICT COUNCIL)
in the presence of:)

Authorised Signatory

EXECUTED as a Deed by)
BDW TRADING LIMITED)
by

and

two attorneys duly appointed by a Power of Attorney dated

[11 July 2025TBC]

Attorney

SIGNATURE OF WITNESS _____

NAME OF WITNESS _____

ADDRESS _____

OCCUPATION OF WITNESS _____