

DATED

16 OCTOBER

2025

TAYLOR WIMPEY UK LIMITED

- and -

BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL

Deed of Variation of a Section 106 Agreement

relating to Land at
Land North of Bearwood, Magna Road and
Knighton Lane, Poole

Reference: APP/19/00237/P



THIS DEED is made the 16 OCTOBER

2025

BETWEEN

1. **TAYLOR WIMPEY UK LIMITED** (Co. Reg. No. 01392762) of Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR (the "**Owner**")
2. **BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL** of BCP Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY (the "**Council**")

WHEREAS:

- (A) The Council is the local planning authority under the Act for the area within which the Land is situated and is the local authority for the purposes of the Local Government Act 1972.
- (B) The Owner is the freehold owner of the Land registered at the Land Registry under freehold title number DT466135.
- (C) On 7 September 2021 the Planning Permission was granted under reference APP/19/00237/P subject to conditions and the Planning Agreement was completed on 31 August 2021.
- (D) The Owner has submitted the Variation Application and the Deed of Variation Request, and the Council is minded to permit the Deed of Variation Request and to grant the Variation Permission subject to the completion of this Deed to ensure that the development permitted by the Variation Permission is undertaken subject to the Planning Agreement as varied by this Deed.
- (E) This Deed is supplemental to the Planning Agreement.
- (F) The Parties have agreed to modify the Planning Agreement in the manner set out in this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 Unless the same are given alternative definitions in this Deed the words and expressions common to this Deed and the Planning Agreement shall have the meaning prescribed in the Planning Agreement.
- 1.2 In this Deed the following words and expressions shall have the following meanings:

"**Deed of Variation Request**" means the request contained within the letter dated 28 March 2025 from the Owner to the Council to vary the definition of 'Community Hall Floor Space' and associated amendments to the Eighth Schedule of the Planning Agreement;

"**Variation Application**" means the application with reference P/25/00286/NMA made by the Owner and validated by the Council on 13 March 2025 for a non-material amendment to the Planning Permission to vary the occupation trigger from 300th dwelling to 500th dwelling,

"**Variation Permission**" means the planning permission to be granted by the Council pursuant to the Variation Application;

"**Planning Agreement**" means the agreement made pursuant to section 106 of the Act dated 31 August 2021 and entered into in connection with the Planning Permission;

"**Planning Permission**" means the planning permission granted on 7 September 2021 by the Council pursuant to the planning application under reference APP/19/00237/P.
- 1.3 Where in this Deed reference is made to a clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.

- 1.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.5 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.6 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of that restriction.
- 1.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.
- 1.8 Headings contained in this Deed are for reference purposes only and are not incorporated into this Deed and shall not be deemed to be an indication of the meaning of the parts of this Deed to which they relate.
- 1.9 References in this Deed to the "Council" shall include any successor to its statutory function.

2. LEGAL EFFECT

- 2.1 This Deed is made pursuant to section 106, section 106A (1) (a) and section 106A (2) of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers and enactments that may be relevant for the purpose of giving validity to this Deed with the intent that the Planning Agreement shall be varied as hereinafter provided.
- 2.2 The obligations and restrictions in the Planning Agreement as varied by this Deed:
- 2.2.1 are covenants and planning obligations to which the statutory provisions referred to in clause 2.1 of the Planning Agreement apply;
 - 2.2.2 relate to the Land;
 - 2.2.3 are enforceable by the Council as local planning authority; and
 - 2.2.4 subject to the provisions of clause 7.2 of the Planning Agreement, shall be binding on the Owner and its successors in title and assigns deriving title under it provided that no person shall be liable for any breach of any covenant or obligation contained in this Deed after it has parted with all of its interest in the Land or any part of the Land in which the breach occurs save in relation to any antecedent breach.
- 2.3 Nothing in this Deed shall fetter, prejudice, or affect the rights, powers, duties, and obligations of the Council in the exercise of its functions as a local planning authority.
- 2.4 If any provision in this Deed shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed or of the Planning Agreement.

3. COMMENCEMENT

This Deed shall come into effect upon the date of this Agreement save for the variations at Schedule 1 paragraphs 2 and 5 which shall become effective only upon the grant of the Variation Permission.

4. VARIATION OF THE PLANNING AGREEMENT

- 4.1 Save as varied by this Deed, the Planning Agreement shall remain in full force and effect.
- 4.2 From the date this Deed comes into effect in accordance with Clause 3 above, the Planning Agreement shall be varied, read, and construed in the manner provided for in Schedule 1 to this Deed.
- 4.3 The parties covenant with each other to give full force and effect to this Deed in the interpretation, performance, and enforcement of the obligations contained in the Planning Agreement.

5. COSTS

The Owner shall pay on completion of this Deed the Council's reasonable and proper legal costs incurred in connection with the completion of this Deed.

6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is hereby agreed between the parties that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Deed.

7. GENERAL PROVISIONS

The parties agree and declare that the covenants modified by this Deed shall be treated as Local Land Charges and this Deed shall be registered by the Council at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975.

8. JURISDICTION

This Deed is governed by the law of England and Wales and the parties agree in the case of a dispute not capable of being resolved by them to submit to the jurisdiction of the English Court.

IN WITNESS of the above the Owner and the Council have executed this document as a Deed and the Council has affixed its Common Seal the day and year above written.

SCHEDULE 1

VARIATION OF THE PLANNING AGREEMENT

1. In Clause 1 (Definitions) of the Planning Agreement, the definition of "Community Hall Floor Space" shall be deleted and replaced by the following new definition:

"Community Hall Area"

Means the area to be provided within the Community Hub, as shown on Plan 6, to include internal and external space, for the purposes referred to in paragraph 1 of the Eighth Schedule'
2. In Clause 1 (Definitions) of the Planning Agreement, the definition of "Development" shall be deleted and replaced by the following new definition:

"Development" means the development of the Land proposed in the Application or permitted by the Planning Permission and/or the Variation Permission or carried out substantially in accordance with such planning permissions.
3. In Clause 1 (Definitions) of the Planning Agreement a new definition shall be added:

"Plan 6" means the plan annexed to this agreement and numbered 6 and marked "Community_Hall_Area"
4. Paragraph 1 of the Eighth Schedule shall be amended to the following:

"1. The Owner will provide and lay out the buildings of the Community Hall Area in accordance with the approval of the Reserved Matters Application and to the Council's written satisfaction"
5. Paragraph 2 of the Eighth Schedule shall be amended to the following:

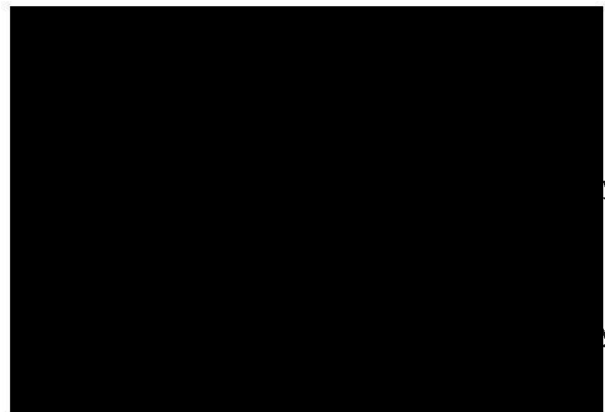
'2. The Owner will complete the works on referred to above at paragraph 1 of this schedule on or prior to the Occupation of 500th Dwelling'
6. Plan 6 attached at Annexure 1 of this Deed of Variation shall be incorporated into the Planning Agreement.

SIGNED as a DEED by
TAYLOR WIMPEY UK LIMITED
acting by its authorised attorneys

Laura Astin }

And
[Gina Hazell]:-
Attorney

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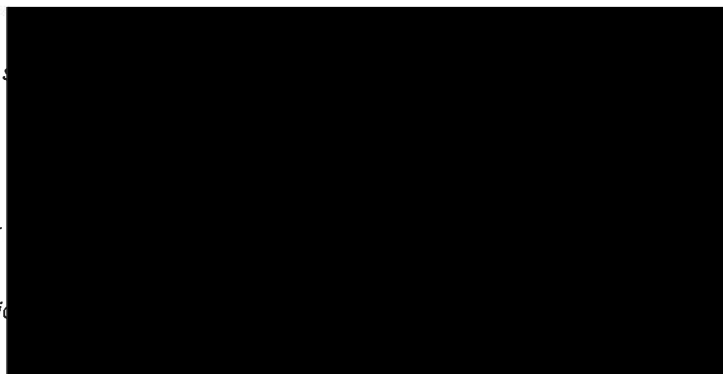
Both in the presence of:-

Witness:

Name:

Address:

Occupation:



EXECUTED AS A DEED by affixing
THE COMMON SEAL of BOURNEMOUTH
CHRISTCHURCH AND POOLE
COUNCIL in the presence of:

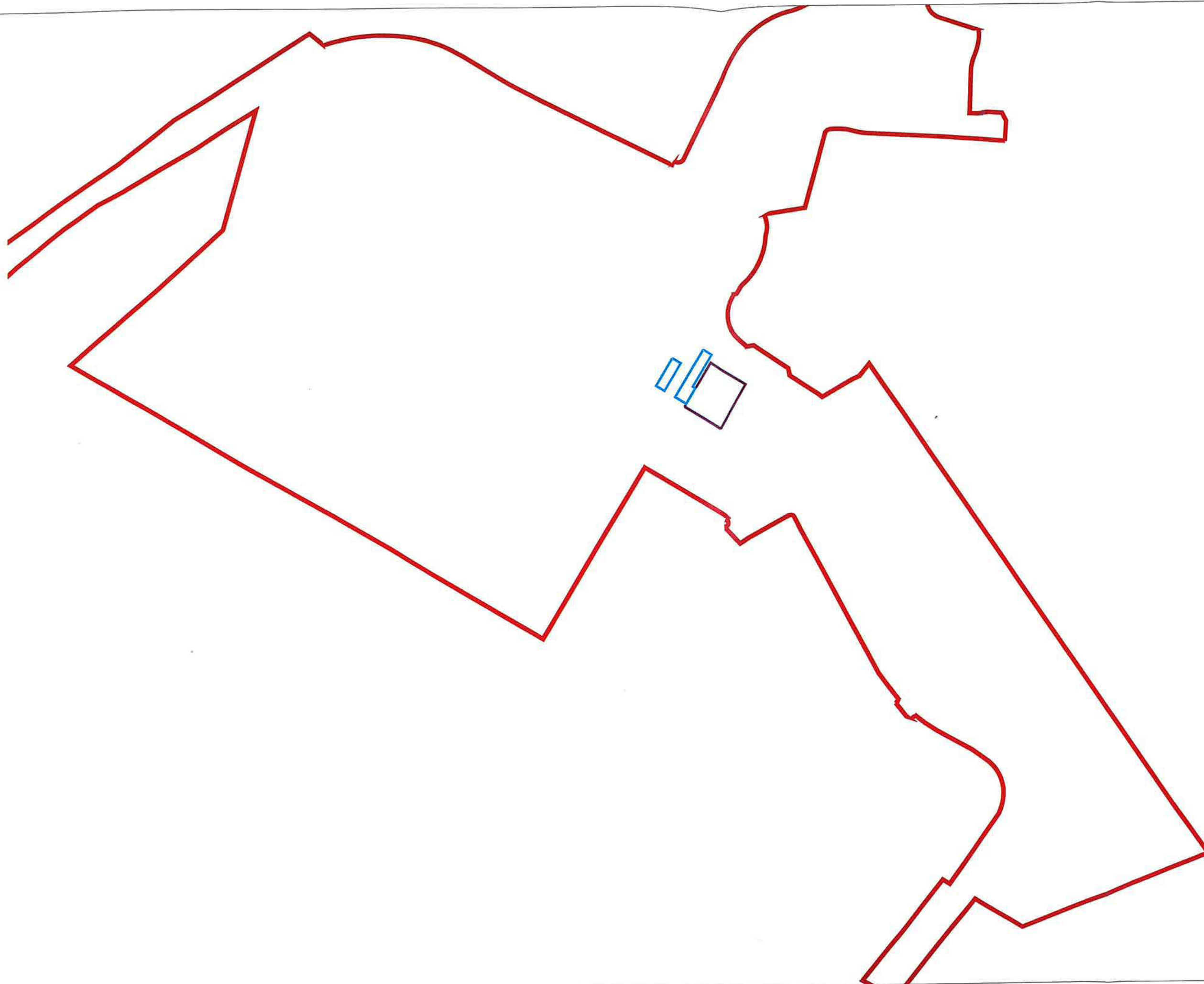
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FOR AND BEHALF OF THE
MONITORING OFFICER



Annexure 1 – Plan 6



	-737.13m2
	Community Hall Area without parking -519.4m2

REV	DETAILS	CHKD	DATE
SITE NAME:	CANFORD PARK		
PLOT No.:	N/A		
DRG. TITLE:	PLAN 8-COMMUNITY HALL AREA		
SCALE:	NTS	DATE:	23/09/2025
DRAWN:	RS	CHKD:	VS
Taylor Wimpey Southern Counties Colversons Court Wessels Way Wessels Business Park Colden Common WINCHESTER SO21 1WP. Tel: 01962 676700 Fax: 01962 711518 www.taylorwimpey.co.uk Taylor Wimpey			
DRG. No.:	DRG-NO.	REV.:	REV