

DATED 20th December 2022

BDW TRADING LIMITED, TAYLOR WIMPEY UK LIMITED AND VISTRY HOMES LIMITED

-and-

THE WARDEN AND SCHOLARS OF ST MARY COLLEGE OF WINCHESTER IN OXFORD (COMMONLY CALLED NEW COLLEGE IN OXFORD), HALLAM LAND MANAGEMENT LIMITED AND GALLAGHER ESTATES LIMITED

-and-

THE OXFORDSHIRE COUNTY COUNCIL

SUPPLEMENTAL AGREEMENT (VARIATION)

relating to works in the highway at Longford Park (formerly Bankside), Banbury, Oxfordshire

further to a s278 Agreement dated 10th September 2013

EF/55267/56190

Anita Bradley
Director of law and Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND



THIS DEED is made on the Twentyeth day of December Two
Thousand and Twenty Two

BETWEEN:-

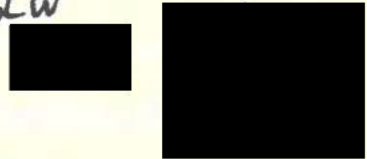
(1) **BDW TRADING LIMITED** (Company Number 03018173) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF, **TAYLOR WIMPEY UK LIMITED** (Company Number 01392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR and **VISTRY HOMES LIMITED** formerly BOVIS HOMES LIMITED (Company number 00397634) whose registered office is 11 Tower View, Kings Hill, West Malling, United Kingdom, ME19 4UY (together "the Developer")

(2) **THE WARDEN AND SCHOLARS OF ST MARY COLLEGE OF WINCHESTER IN OXFORD (COMMONLY CALLED NEW COLLEGE IN OXFORD)** of Holywell Street, Oxford OX1 3BN, **HALLAM LAND MANAGEMENT LIMITED** (Company Number 02456711) of Banner Cross Hall, Ecclesall Road South, Sheffield S11 9PD and **GALLAGHER ESTATES LIMITED** formerly JJ Gallagher Limited (Company Number 3035968) of ~~Gallagher House, Gallagher Way, Gallagher Business Park, Heathcote, Warwick, England CV34 6AF~~ (together "the Mortgagees")

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up*

(3) **THE OXFORDSHIRE COUNTY COUNCIL** ("the Council") *Hyperion House, Pegaww Court, Olympw Avenue, Tachbrook Park, Warwick CV34 6LW*

NOW THIS DEED WITNESSETH as follows:-



1. Interpretation

In this Deed:-

1.1 "the Council" means the said Oxfordshire County Council whose principal office is at County Hall, New Road, Oxford OX1 1ND and any successor to its statutory functions and any duly appointed employee or agent of the Council or such successor

1.2 "the Developers" means together the said BDW TRADING LIMITED (Company Number 03018173) of Barratt House, Cartwright Way, Forest Business Park,

Bardon Hill, Coalville, Leicestershire, LE67 1UF, TAYLOR WIMPEY UK LIMITED (Company Number 01392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR and VISTRY HOMES LIMITED formerly BOVIS HOMES LIMITED (Company number 00397634) whose registered office is 11 Tower View, Kings Hill, West Malling, United Kingdom, ME19 4UY and their successors in title and assigns

- 1.3 "the Principal Agreement" means an agreement dated 10th September 2013 made between the Developers (1) and THE WARDEN AND SCHOLARS OF ST MARY COLLEGE OF WINCHESTER IN OXFORD (COMMONLY CALLED NEW COLLEGE IN OXFORD) (2) and the Mortgagees (3) and the Council (4) relating to works in the highway at Longford Park (Bankside) Banbury, Oxfordshire
- 1.4 Terms and expressions defined in the Principal Agreement shall have the same meaning in this Deed unless otherwise provided
- 1.5 Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply
- 1.6 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation
- 1.7 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Deed
- 1.8 Where the context so requires:-
 - 1.8.1 the singular includes the plural and vice versa
 - 1.8.2 the masculine includes the feminine and vice versa
 - 1.8.3 persons includes bodies corporate associations and partnerships and vice versa
- 1.9 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons

- 1.10 Where more than one party enters into any obligation or liability those parties are jointly and severally liable
- 1.11 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. **Preliminary**

- 2.1 The Developers have completed the Works required by the Principal Agreement consisting of the Weeping Cross Junction Works, the Bankside Roundabout Works and the Oxford Road Pelican Crossing Works save for any remedial works (as may be applicable).
- 2.2 The Council has agreed that the Developers are no longer obliged to carry out the remaining Works as listed below in clause 3.1.1 on the basis that the Developers have instead paid to the Council monetary amounts (agreed by the Council) to enable the Council to carry out the said works as soon as reasonably practicable. The agreed monetary amounts have been paid to the Council by the Developers pursuant to a section 106 Deed of Variation dated the First of June 2022 and entered into by the parties hereto and Cherwell District Council and NIGEL JOHN MORRIS and CAROLE MORRIS
- 2.3 The parties have agreed to enter into this Deed to confirm and record the Works no longer required to be completed by the Developers and to remove reference to such Works from the scope of the Principal Agreement.
- 2.4 The Council covenants with the Developers that the Principal Agreement is no longer enforceable by the Council in respect of any of the Works identified in clause 3.1.1 below.
- 2.5 The Developers remain the freehold owner of most of the Site
- 2.6 The Mortgagees have registered charges over parts of the Site as set out in the charges register of title number ON269171

2.7 This Deed varies and is supplemental to the Principal Agreement

2.8 This Deed is made pursuant to section 278 of the 1980 Act, section 106 and 106A of the 1990 Act, section 111 of the Local Government Act 1972 and all other statutory provisions as may be necessary to give full effect and validity to this Deed

3. Variation of Principal Agreement

3.1 The parties agree that from the date of this Deed the Principal Agreement shall be varied as follows:

3.1.1 The following bullet points in the definition of Works shall be deleted from clause 1.23 of the Principal Agreement

- Bankside Traffic Calming Works
- Oxford Rd/Farmfield Rd Junction works
- Oxford Rd/Hightown Rd/Horton View junction works
- Bankside/Hightown Rd/Lambs Crescent Junction works
- Bankside Junction works
- Oxford Rd/Bloxham Rd junction works
- Oxford Rd General Improvement works

3.1.2 The following clauses in the Principal Agreement relating to the Maintenance Costs for the Works deleted under clause 3.1.1 above shall be deleted:- 1.14.3, 1.14.4, 1.14.5, 1.14.6, 1.14.8, 1.14.9

3.1.3 Clause 3.2 of the Principal Agreement shall be deleted in its entirety

3.1.4 The references to clause 3.2 in clauses 2.8 and 2.9 of the Principal Agreement shall be deleted

3.1.5 In clause 3.5 of the Principal Agreement the words "1 April 2016" shall be deleted and replaced with the words "31 October 2021"

3.1.6 In clause 3.5 of the Principal Agreement the Works referred to at clause 3.1.1 above shall be deleted from column 1 and the associated time period from column 2

3.1.7 In clause 4.1 of the Principal Agreement the words 'Bankside Junction Works' shall be deleted from column 1 and the associated wording in columns 2 and 3

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3.1.8 In the Schedule of the Principal Agreement the following clauses shall be deleted: 1(c-f) and 1 (h-j),

eed
3.1.9 In addition to the variations set out at 3.1.1 to 3.1.8 hereof, the Principal Agreement shall be deemed amended mutatis mutandis to remove any other references (as may be applicable) within it to the Works referred to within clause 3.1.1 hereof such that such works (and anything in relation to them) shall no longer be enforceable by the Council pursuant to the Principal Agreement

3.1.10 Clause 11 of the Principal Agreement shall be deemed amended mutatis mutandis (as may be applicable) to give full effect and validity to this Deed

3.2 Except as expressly amended by this Deed, the Principal Agreement shall remain in full force and effect

3.3 The Council hereby covenants with the Developers and any guarantor that (for the avoidance of any doubt) if any Bonds are in place pursuant to the Principal Agreement relating to any of the Works referred to in clause 3.1.1 hereof any such Bonds shall be deemed to be discharged in relation to such works to the whole extent and no longer enforceable in relation to such works

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4. **Costs and registration**

The Developers shall on completion of this Deed pay the reasonable legal costs of the Council in connection with the preparation and completion of this Deed.

The Council shall procure forthwith that this Deed shall be entered on the local land charges register

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5. **Third Party Rights**

This Deed gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act and it may be enforced by the successors in title of the parties, any guarantor mentioned herein and by any successor to the Council's statutory functions

6. **No Waiver**

No alteration in the terms of this Deed nor any forbearance or forgiveness on the part of the Council in or in the extent or nature of any matter or thing concerning this Deed shall in any way release the Developers from any liability under this Deed

7. **No Fetter**

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions in any capacity

8. **Jurisdiction**

This Deed is governed by and interpreted in accordance with the Law of England

9. **Delivery**

The provisions of this Deed shall be of no effect until this Deed has been dated.

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

EXCECUTED as a Deed by

..... J.F.F. PERRY

and **ADRIAN EVANS**

As attorneys for BDW TRADING LIMITED

under a power of attorney dated

in the presence of



Witness Signature

Witness Name (Caps):

RACHEL SIMS

Witness Address:

.....
Barratt West Midlands
60 Whitehall Road
Halesowen
West Midlands
B63 3JS
Tel No 0121 585 5303
Fax No 0121 585 5304

Witness Occupation:

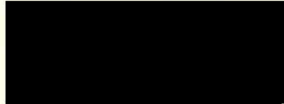


Attorney 2

Name

..... **ADRIAN EVANS**

in the presence of



Witness Signature

Witness Name (Caps):

RACHEL SIMS

Witness Address:

.....
Barratt West Midlands
60 Whitehall Road
Halesowen
West Midlands
B63 3JS
Tel No 0121 585 5303
Fax No 0121 585 5304

Witness Occupation:

EXCECUTED as a Deed by
..... REBECCA WILKINSON

and .. DIANA CUMMINGES

as authorised attorneys for TAYLOR
WIMPEY UK LIMITED both signatures
applied in the presence of:

[Redacted Signature]
Attorney 1
Name REBECCA WILKINSON

[Redacted Signature]
Attorney 2
Name DIANA CUMMINGES

Witness Signature [Redacted Signature]

Witness Name (Caps): MIAYA HEARSE

Witness Address: Taylor Wimpey UK Limited
730 Waterside Place
Aztec West, Almondsbury
Bristol

Witness Occupation: US324UE
Legal Support

EXCECUTED as a Deed
by affixing the common seal of VISTRY
HOMES LIMITED in the presence of
two authorised signatories

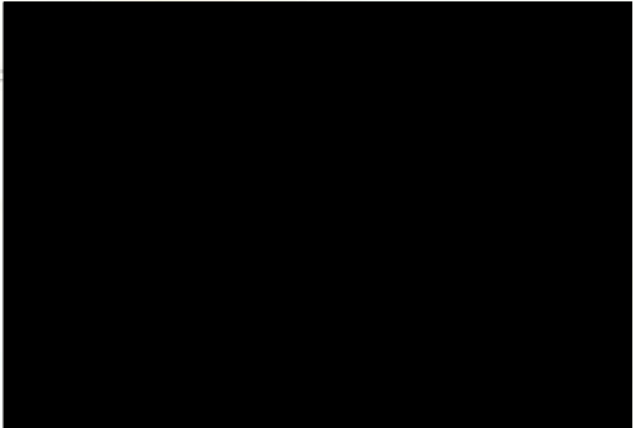
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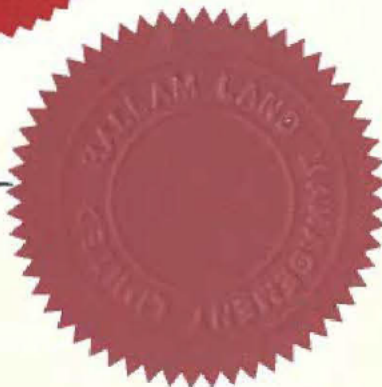
[Redacted Signature]
Authorised Signatory
Name STEPHEN BROWN

[Redacted Signature]
Authorised signatory
Name MARC LAWSONE

THE COMMON SEAL of
THE WARDEN AND
SCHOLLARS OF ST MARY
COLLEGE OF
WINCHESTER IN OXFORD
(COMMONLY CALLED
NEW COLLEGE IN
OXFORD) was affixed in the
Presence of:-



EXECUTED as a DEED by
affixing the COMMON SEAL
of HALLAM LAND
MANAGEMENT LIMITED in
the presence of:



[Redacted] DIRECTOR

Name Nick Dudworth

[Redacted]

DIRECTOR/COMPANY SECRETARY

Name DARREN LITTLEWOOD

EXCECUTED as a Deed by
by GALLAGHER ESTATES LIMITED
acting by two Directors or a
Director and the Company Secretary



DIRECTOR
Name Adrian Crack

DIRECTOR/COMPANY SECRETARY
Signature
Name



Name MARTIN R RICHMOND

THE COMMON SEAL of THE
OXFORDSHIRE COUNTY COUNCIL

was affixed to this Deed

in the presence of:-



Director of Law & Governance/Authorised Officer



1258/22