

THIS DEED is made the day of Two Thousand and Twenty
Six

B E T W E E N

- (1) **NEWPORT CITY COUNCIL** of the Civic Centre, Newport, South Wales NP20 4UR
(hereinafter called "**the Council**"); and
- (2) 31 Charles Street, Newport, NP20 1JT (hereinafter called "**the Owners**")
- (3) (hereinafter called "**the Mortgagee**")

W H E R E A S:-

- (1) The Council is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule (hereinafter called "**the Land**") is situated and by whom the obligations contained in this Deed are enforceable.
- (2) The Owners are the owners in fee simple in possession of the Land which is registered at H M Land Registry in respect of the same under Title Number WA361241 subject to a charge in favour of the Mortgagee but otherwise free from encumbrances.
- (3) The Mortgagee is mortgagee of the Land by virtue of a legal charge dated 28 September 2007 and has agreed to enter into this Deed for the purpose of indicating its consent to the terms hereof.
- (4) By application reference number 25/0762 dated 15 September 2025 (hereinafter called "**the Planning Application**") the Owners by their agent have applied to the Council for planning permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans deposited with the Council and forming part of the Planning Application as described in the Second Schedule ("the

Development”).

- (5) The Council has resolved to grant planning permission (“the Planning Permission”) for the Development subject to conditions and subject to the making of this Deed without which planning permission for the development would not have been granted.

N O W THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and **WITNESSES** as follows:-

1. The Owners covenant with the Council to perform the obligations and observe the restrictions specified in the Third Schedule.
2. It is agreed and declared as follows:-
 - 2.1 The expressions "the Council", "the Owners" and "the Mortgagee" shall include their successors in title and assigns.
 - 2.2 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
 - 2.3 The covenants contained in this Deed shall take effect upon the completion of this Deed.
 - 2.4 This Deed is a Local Land Charge and shall be registered as such.
 - 2.5 For the purposes of this Deed Section 56(2) of the Town and Country Planning Act 1990 shall determine the Commencement of Development. “Commencement of Development” means the carrying out on the Land of a material operation as defined in section 56(4) of the Town and Country Planning Act 1990 pursuant to the Planning Permission but shall not include site investigations, archaeological investigations, environmental or ecological

surveys, remediation or decontamination works, demolition, site clearance, erection of temporary fencing or hoardings, the provision of temporary site compounds or access, diversion of services, or any other works of a preparatory or enabling nature.

- 2.6 The Owners hereby agree to pay, prior to completion of this Deed, the legal costs incurred by the Council in the preparation and completion of this Deed of £850 and a planning administration fee of £200.
- 2.7 Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 2.8 The parties to this Deed may by agreement rescind or vary this Deed without the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided.
- 2.9 Without prejudice to the Council's rights to enforce any breaches of this Deed (including by way of injunction) if any sum due to the Council under this Deed is not paid on or before the date upon which it is due then in addition to such sum there shall be paid to the Council interest at two per cent (2%) per annum above the base rate for the time being of the National Westminster Bank Plc from the due date of payment until the actual date of payment.
- 2.10 All sums payable by the Owner under this Deed shall be index linked so that the relevant contributions due shall be uplifted or decreased in accordance with the difference between the Retail Price Index (or such similar index as may from time to time be published to replace such index, published by the Office for National Statistics or its successor body) last published prior to the date of this Deed and the last Retail Price Index published prior to the date the financial sum is paid.
- 2.11 The Mortgagee consents to the completion of this Deed and acknowledges that from the date of this Deed they shall be bound by the terms of this Deed as if it

had been executed and registered as a land charge before the creation of the Mortgagee's interest in the Land. Notwithstanding any other provision of this Deed, no mortgagee or chargee of the Land shall be liable for any breach of the obligations contained in this Deed unless and until it takes possession of the Land (or any part thereof). Upon a mortgagee or chargee disposing of the Land it shall cease to have liability in respect of any subsequent breach.

- 2.12 The address for service of notices on the Mortgagee is Credit Documentation, 1 Spinningfields Square, Manchester, M3 2AP.

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

FIRST SCHEDULE

All that land known as land to the rear of 31 Charles Street, Newport, NP20 1JT as the same is edged in red on the plan attached hereto.

SECOND SCHEDULE

Planning Application reference number 25/0762 dated 15 September 2025 relating to the proposed change of use of first floor from salon (A1) to 1 no. one bedroom flat.

THIRD SCHEDULE

- 1) Prior to the Occupation of the dwelling comprised in the Development, the Owners shall pay to the Council a contribution towards the provision of affordable housing in the City of Newport consisting of the total sum of eight hundred and fifty eight pounds (£858.00) ("the Affordable Housing Sum") For the purposes of this Deed, "Occupation" shall mean occupation for the purposes permitted by the Planning Permission but shall not include occupation by personnel engaged in construction, fitting out, decoration, repair or marketing of the Development.
- 2) The Affordable Housing Sum shall be used by the Council within the Housing Target Area of Newport West in accordance with the Council's Affordable Housing Supplementary Planning Guidance but if no suitable scheme is identified within 3 years of the date of payment then the Affordable Housing Sum can be used anywhere within the city of Newport.

- 4) If the Affordable Housing Sum is not used or committed to be used within 5 years of it being paid to the Council, then it shall be repaid to the payer together with any interest accrued.

THE SEAL of **NEWPORT CITY**)
COUNCIL was hereunto affixed in the)
presence of:)

Head of Law and Standards/Legal Services Manager

SIGNED and **DELIVERED** as a **DEED** by)
in the presence of:)

Witness signature

Witness name

Witness address

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SIGNED and **DELIVERED** as a **DEED** by)
in the presence of:)

Witness signature

Witness name

Witness address

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SIGNED and **DELIVERED** as a **DEED** for)
and on behalf of)
NATIONAL WESTMINSTER BANK PLC)
by a duly authorised Attorney)
in the presence of:-)

Witness signature:

Witness Name:

Witness address: