

DATED

19 November

2025

SUFFOLK COUNTY COUNCIL (1)
WILDERNESS RESERVE SUFFOLK LIMITED (2)
BARCLAYS SECURITY TRUSTEE LIMITED (3)

S106 AGREEMENT

Relating to The Griffin Inn, Yoxford
Application Reference DC/24/1199/FUL

DATE

19 November

2025

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("the County Council")
- (2) **WILDERNESS RESERVE SUFFOLK LIMITED** (Company Registration No. 12327488) of Heveningham Hall, Heveningham, Halesworth, Suffolk IP19 0PN ("the Owner")
- (3) **BARCLAYS SECURITY TRUSTEE LIMITED** (Co. Regn No 10825314) of Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway, Birmingham B2 2XE ("the Chargee")

together "the Parties"

INTRODUCTION

1. The County Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated and is the Highways Authority for the purposes of the 1980 Act and by whom the obligations contained in this Deed are enforceable.
2. The Owner is the freehold owner of Site registered at HM Land Registry under title numbers SK95905, SK237610, SK398852 and SK168109.
3. The Chargee is the beneficiary of a charge over the Site dated 11th July 2022 registered with HM Land Registry against title numbers SK398852, SK95905 and SK168109
4. The Site lies within the area to which the Local Plan applies.
5. The Application was submitted by the Owner to East Suffolk Council ("the Council") for planning permission for the Development.
6. The Council has resolved to grant Planning Permission for the Development pursuant to the Application subject to the prior completion of this Deed with the County Council.
7. The County Council the Owner and the Chargee acknowledge that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereinafter appearing and pursuant to section 106 of the 1990

"County Council Monitoring Fee"	the sum of Five Hundred and Nineteen Pounds (£519)
"Development"	the full planning application for the extension and alterations of the public house, to include the provision of bed and breakfast accommodation and car park
"Highways Contribution"	the sum of Eleven Thousand Five Hundred Pounds (£11,500) to be used towards the costs of making the Traffic Regulation Order including legal expenses and all ancillary administration and officer time
"Highway Improvements"	an uncontrolled pedestrian crossing in the vicinity of the entrance to The Griffin Inn
"Index Linked"	the increase in any sum referred to in the Second Schedule by an amount equivalent to the increase in the RPI Index to be calculated in accordance with Clause 10 of this Deed
"Interest"	interest at four per cent (4%) above the base lending rate of the Bank of England from time to time
"Local Plan"	the East Suffolk Council Suffolk Coastal Local Plan adopted in September 2020
"Occupation"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application
"RPI Index"	the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics

from time to time or any successor organisation and "RPI Index Linked" shall be construed accordingly

"Site" the land described in the First schedule against which this Deed may be enforced as shown edged red for identification purposes on the Site Plan

"Site Plan" means the plan attached to this Deed with reference CO.120.001 Rev 0

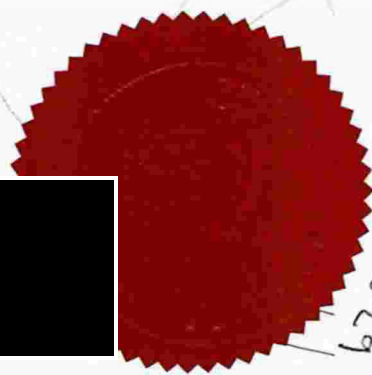
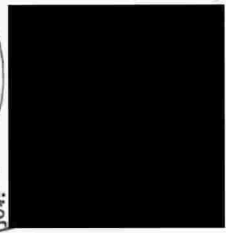
"Traffic Regulation Order" an order or orders made pursuant to the Road Traffic Regulation Act 1984 to amend parking restrictions in the vicinity of the Highway Improvements

"Working Day" Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England and "Working Days" shall be construed accordingly

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the any gender include any other genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 2.5 Any reference to an Act of Parliament or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive 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 under that Act or Directive or deriving validity from it

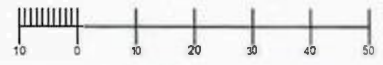
Barclays Security Trustee Limited
 Business Lending Services
 Snowhill Queensway Birmingham, B2 2XE
 PO Box 16276, One Snowhill,



SITE AREA: Approx. 4,952 sqm



KEY:
 — Application Line
 — Land Ownership



Rev:	04.12.23	Final line amended	WF
Date:	29.08.23	First issue	WF
Description:			By:

sixsmithbuild
 Cockfield Hall, Yoxford, Suffolk, IP17 3ET

Project:
 The Griffin Inn,
 Yoxford

Drawing Title:
 Location Plan

Drawn: WF
 Checked: AH
 Scale: 1:1250
 Date: Aug '23
 @ A4

Job Number: CO.120
 Drawing Number: 001
 Rev: 0

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- 2.6 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the County Council its successors to its statutory functions
- 2.7 The headings are for reference only and shall not affect construction
- 2.8 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation to use all reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred
- 2.9 Any notices required to be given under the terms of this Deed may (in addition to any other valid method of service) be given or served by sending the same by recorded delivery post addressed to the party to or upon whom it is to be given or served at the address for that party given in this Deed or such other address in the United Kingdom as that party may by notice to the other parties hereto or their solicitors stipulate as that party's address for service of notice pursuant to this Deed or if not such address is given or stipulated at that party's last known address and any notice so given or served shall be deemed to be received and the date on which it is given or served shall be deemed to be 48 hours after posting and in the case of the County Council any notice shall be marked for the attention of the Executive Director of Growth Highways and Infrastructure

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 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
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the County Council as the local planning authority against the Owner and their successors in title

4. CONDITIONALITY

- 4.1 The obligations set out in the Second Schedule of this Deed are conditional upon the grant of the Planning Permission and the rest of the provisions set out in this Deed shall take effect immediately upon completion of this Deed

5. THE OWNER'S COVENANTS

- 5.1 The Owner hereby covenants with the County Council as set out in the Second Schedule so as to bind the Site and each and every part thereof

5.2 The Owner hereby covenants with the County Council to pay the County Council's reasonable legal costs incurred in the preparation and negotiation of this Deed on completion of this Deed and the County Council Monitoring Fee on completion of this Deed

6. THE COUNTY COUNCIL'S COVENANTS

6.1 The County Council hereby covenants with the Owner as set out in the Third Schedule

7. MISCELLANEOUS

7.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

7.2 This Deed shall be registrable as a local land charge

7.3 Where the agreement approval, consent or expression of satisfaction is required by the Owner from the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party

7.4 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

7.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development

7.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest

7.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

7.8 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the County Council under all

statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority

7.9 In the event that any new planning applications are made in respect of the Development pursuant to section 73 or section 73B (as inserted into the 1990 Act by s110(2) of the Levelling-up and Regeneration Act 2023 in the event that it comes into force) of the 1990 Act then with effect from the date that such new planning permission is granted pursuant to section 73 or section 73B of the 1990 Act ("Section 73 Consent") and:

7.9.1 the obligations of this Deed shall in addition to binding the Site in respect of the Planning Permission relate to and bind the Site in respect of the Section 73 Consent; and

7.9.2 the definitions of Development Application and Planning Permission shall be assumed to include references to any applications made pursuant to sections 73 or 73B of the 1990 Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining applications under sections 73 or 73B of the 1990 Act and the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under sections 73 or 73B of the 1990 Act whether by way of a new deed or supplemental deed pursuant to section 106 of the 1990 Act or a modification pursuant to section 106A of the 1990 Act; and

7.9.3 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent

8. WAIVER

8.1 No waiver (whether expressed or implied) by the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

9. CHANGE IN OWNERSHIP

9.1 The Owner agrees to give the County Council written notice within 10 Working Days of any change in ownership of any of its interests in the Site occurring before all the

obligations under this Deed have been discharged such notice quoting the Council's reference DC/24/1199/FUL to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan and the title number or numbers thereof

10. INDEXATION

10.1 Any sum referred to in the Second Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the RPI Index from the date hereof until the date on which such sum is payable using the application of the formula $A=B \times C/D$ where:

10.1.1 A is the sum payable under this Deed;

10.1.2 B is the original sum calculated as the sum payable;

10.1.3 C is the RPI Index for the month 2 months before the date on which the sum is payable;

10.1.4 D is the RPI Index before the date of this Deed ; and

10.1.5 C/D is greater than 1

11. INTEREST

11.1 If any payment due under this Deed is paid late Interest will be payable from the date payment is due until the date of payment

12. VAT

12.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

13. DISPUTE PROVISIONS

13.1 In the event of any dispute or difference arising between any of the Parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the

expert shall determine and failing such determination shall be borne by the Parties in equal shares

- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all Parties in the absence of manifest error and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties in equal shares
- 13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation
- 13.4 The expert shall be required to give notice to each of the said Parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days
- 13.5 The provisions of this clause shall not affect the ability of the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief

14. CHARGEES' CONSENT

- 14.1 The Chargee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the charges over the Site shall take effect subject to this Deed PROVIDED THAT the Chargee shall have no liability under this Deed unless they take possession of the Site in which case they too shall be bound by the obligations as if they too were deriving title from the Owner

15. JURISDICTION

- 15.1 This Deed is governed by and interpreted in accordance with the law of England and the Parties submit to the non-exclusive jurisdiction of the courts of England

16. DELIVERY

16.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

17. NOTICES

17.1 The Owner shall provide the County Council with written notification within ten (10) Working Days of the date of

16.1.1 Commencement of Development

16.1.2 Occupation of first Dwelling

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written

THE COMMON SEAL OF
SUFFOLK COUNTY COUNCIL
as affixed in the presence of:



.....
Officer

EXECUTED as a DEED
WILDERNESS RESEAR
SUFFOLK LIMITED

acting by
a Director in the presence

Witness Signature

Witness Name

Witness Address.....

Witness Occupation

Executed as a DEED by)
BARCLAYS SECURITY)
TRUSTEE LIMITED)
acting by its attorney)

Attorney

In the presence of:

Witness Signature

Witness Name

Witness Address

Witness Occupation

	Initials	Date
QCC	RT	

FIRST SCHEDULE

Details of Owner's Title and Description of Site

The freehold land at The Griffin Inn, High Street, Yoxford and part of the land known as Cockfield Hall, Yoxford registered at the Land Registry under title number SK95905, SK237610, SK398852 and SK168109 (being the land shown edged red on the Plan)

SECOND SCHEDULE

Owner Covenants with the County Council

1. The Owner covenants:
 - 1.1 to pay the Highways Contribution (RPI Index Linked) to the County Council prior to Commencement of the Development; and
 - 1.2 not to Commence Development or permit Commencement unless the Highways Contribution (RPI Index Linked) has been paid to the County Council

THIRD SCHEDULE

County Council Covenants

1. At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The County Council shall place the Highways Contribution into a bank account and apply the Highways Contribution for the purposes set out in the Deed
3. In the event that the Highways Contribution has not been committed (by way of contract or otherwise) to the purpose for which it was paid within five (5) years of the date the Development is Occupied or two (2) years from the date the Highway Improvements are completed whichever is the latter then the County Council shall if requested to do so in writing within a further period of one (1) year repay to the payer so much of the Highways Contribution as shall remain uncommitted together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.