

DATED

24 March 2025

DEED OF RELEASE OF RESTRICTIVE COVENANTS

WITH NEW OVERAGE CLAUSE

AND PERSONAL COVENANT

relating to

Thorpe Hall Thorpe Road Longthorpe Peterborough PE3 6LW

between

SUE RYDER

and

PETERBOROUGH CITY COUNCIL

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Date: 24 March 2025

Parties:

- (1) **Peterborough City Council** of Sand Martin House Bittern Way Fletton Quays Peterborough PE2 8TH (the Council) and
- (2) **Sue Ryder** of Kings House King Street Sudbury Suffolk CO10 2ED with charity number 1052076 (the Purchaser)

Background:

- (A) By a transfer dated 31 March 1998 made between the Parties in respect of the Property, ("the Transfer") the Property was transferred to the Purchaser subject to various covenants with the Council pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.
- (B) The Council has agreed to release the Property from the Specified Covenants in exchange for the Overage

Agreed Terms:

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Apportioned Disposal Proceeds	<p>a sum calculated in accordance with the following formula:</p> <p>(A/B) x C</p> <p>Where:</p> <p>A = the gross acreage of the Disposal Property under the Current Overage Disposal;</p> <p>B = the gross acreage of all the land disposed of under the Current Overage Disposal; and</p> <p>C = the Disposal Proceeds under the Current Overage Disposal.</p>
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Current Overage Disposal	the relevant Overage Disposal for which an Overage Payment is to be calculated in accordance with the terms of this deed.
Default Rate	4% per annum above the Interest Rate
Disposal:	a disposition within the meaning of section 205 of the Law of Property Act 1925 of the whole or any part or parts other than a Permitted Disposal.
Disposal Property	the parts of the Property which may be disposed of as set out at Schedule 2
Disposal Proceeds	the gross proceeds (including (but not limited to) the value of any money or money's worth and any deferred consideration but excluding any Value Added Tax) payable by the donee of or attributable to an Overage Disposal and such proceeds shall be in respect of all of the land disposed of under that Overage Disposal whether or not that land includes any Other Property
Disposal Value	<p>a) if the property disposed of does not include any Other Property and the Disposal Property, the Disposal Proceeds; or</p> <p>b) if the property disposed of includes any Other Property, the Apportioned Disposal Proceeds</p>
Interest Rate	the base rate from time to time of Barclays Bank plc
Other Property	any property which is not the Property and/or the Disposal Property or any part or parts of the Property and/or the Disposal Property.
Overage Disposal	any Disposal by the Purchaser where the land disposed of includes the whole or any part or parts of the Disposal Property
Overage Payment	a sum calculated in accordance with the following: 10% of the Disposal Value of the Disposal Property
Overage Period	15 years starting on the date of this deed and ending on and including 23 March 2039

Permitted Disposal	<p>any of the following:</p> <ul style="list-style-type: none"> a) the grant of easements or rights, transfer, lease or dedication to a local or other public authority of the whole or any part or parts of the Property pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990; b) the grant of easements or rights, transfer, lease or dedication to a highways authority of the whole or any part or parts of the Property to comply with highways requirements or in connection with the adoption or dedication of public highway; or c) the grant of easements or rights, transfer, lease or dedication to a utilities company of the whole or any part or parts of the Property for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services
The Plan	means plans numbered 1-2 and attached at Annex 2
Property	Thorpe Hall Thorpe Road Longthorpe Peterborough PE3 6LW registered under title number CB19103
Satisfactory Consent	A consent to be provided by the Council to the Purchaser in such form as reasonably required by the Purchaser in accordance with clause 7.
Specified Covenants	The covenants set out at Schedule 1
Thorpe Hall Mansion House and West Wing	The land and buildings shown edged blue on the Plan 2
Transfer	the transfer made between the Parties dated 31 March 1998 and attached hereto at Annexure 1
Trigger Date:	the date of completion of an Overage Disposal.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless expressly provided otherwise in this deed, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 References to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.

2. Release and Acknowledgement

- 2.1 In consideration of the Overage conditions and the covenants contained in clause 3 below, the Council releases the Property from the Specified Covenants with effect from the date of this deed.
- 2.2 The Council agrees and acknowledges that clause 3 of the Transfer is no longer effective due to expiry of the relevant term as specified.

3. The New Covenants

- 3.1 In consideration of the Council's release of the Specified Covenants, the Purchaser covenants with the Council that it shall:
 - (a) permit access to the public to the ground floor rooms of Thorpe Hall and the grounds forming part of the Property between the hours of 9:00am and 6:00pm each day of the year except that if the requirement of English Heritage or its successor is for a greater right of access the requirement of English Heritage shall prevail; and
 - (b) permit access to the public to rooms on other floors of Thorpe Hall (and to the ground floor rooms and the grounds outside of the hours of 9:00am and 6:00pm) by the consent of a person so designated by the Purchaser who shall be readily available at Thorpe Hall during the daytime to give such consent (such consent not to be unreasonably withheld) except that if the requirement of English

Heritage or its successor is for a greater right of access, the requirement of English Heritage shall prevail.

AND for the avoidance of doubt the covenants contained in clause 3.1(a) are personal covenants only and the Council acknowledges that on any Disposal by the Purchaser of Thorpe Hall Mansion House this covenant shall cease to apply.

4. Overage Payment

- 4.1 On each occasion that a Trigger Date occurs during the Overage Period, an Overage Payment shall immediately become due from the Purchaser to the Council.
- 4.2 The Purchaser covenants that it shall pay each Overage Payment due under clause 4.1 to the Council on the date which is 15 Working Days from and including the relevant Trigger Date ("the Overage Payment Date")
- 4.3 The Purchaser covenants with the Council that it shall pay interest at the Default Rate to the Council on any Overage Payment that is not paid within 21 days of the relevant Overage Payment Date. Such interest shall accrue on a daily basis for the period from and including 21 days after the relevant Payment Date to and including the date of payment (whether before or after any judgment) and shall not affect any other remedy the Council may have.
- 4.4 The Purchaser covenants with the Council that it shall:
 - (a) supply the Council with a copy of any agreement for a Permitted Disposal or Disposal of the whole or any part or parts of the Property that is entered into by the Purchaser during the Overage Period within 10 Working Days of that agreement being entered into;
 - (b) notify the Council in writing within 5 Working Days of completion of any Permitted Disposal and at the same time supply the Council with:
 - (i) a copy of the instrument effecting that Permitted Disposal; and
 - (ii) appropriate evidence that is satisfactory to the Council (acting reasonably) that such Permitted Disposal is not a Disposal of the whole or any part or parts of the Property;
 - (c) notify the Council in writing within 5 Working Days of completion of any Disposal of the whole or any part or parts of the Property during the Overage Period that the Purchaser considers is not an Overage Disposal and at the same time supply the Council with:
 - (i) a copy of the instrument effecting that Disposal; and

- (ii) appropriate evidence that is satisfactory to the Council (acting reasonably) that such Disposal is not an Overage Disposal; and
- (d) notify the Council in writing within 10 Working Days of any Trigger Date that occurs during the Overage Period and at the same time supply the Council with:
 - (i) a copy of the instrument effecting that Overage Disposal;
 - (ii) a statement of the amount of the Overage Payment that the Purchaser considers is payable; and
 - (iii) appropriate evidence that is satisfactory to the Council (acting reasonably) of how the figure in clause 4.4(d)(ii) was calculated.

5. Amount of Overage Payment

- 5.1 Following agreement to the amount of an Overage Payment at any time after the relevant Trigger Date, the Purchaser and the Council shall immediately sign and date a memorandum recording the amount of the Overage Payment and the date of the memorandum shall be the date of agreement.
- 5.2 The Purchaser covenants with the Council that it shall pay interest at the Interest Rate to the Council on each Overage Payment that becomes due under clause 4.1. Such interest shall accrue on a daily basis for the period from and including the relevant Trigger Date to but excluding the relevant Payment Date.

6. Restriction on Title

The Purchaser shall apply for the entry of the following restriction against the Purchaser's title to the Property at HM Land Registry within 10 working days of the date hereof and shall procure that the restriction has priority to any mortgage or charge entered into by the Purchaser after the date hereof:

“No disposition or any other dealing of the Disposal Property (as defined in the Deed of Release dated^{24 March} 2025 and made between (1) Peterborough City Council and (2) Sue Ryder (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by Peterborough City Council or their conveyancer”

7. Council's obligations

The Council covenants with the Purchaser that the Council shall:

- (a) provide Satisfactory Consent for the registration of a Permitted Disposal and/or a Disposal of the whole or any part or parts of the Property at HM Land Registry

immediately on receipt of a written request from the Purchaser provided that in the case of a Disposal there are then no outstanding sums due from the Purchaser under the terms of this deed; and

- (b) subject to clause 7(a) above, following a Permitted Disposal and/or a Disposal, if reasonably required by the Purchaser in order to ensure that the same restriction (or a new restriction in the same terms) as the restriction referred to in clause 6 above is not entered against the registered title to the Property (or relevant part of the Property in the case of a Disposal or Permitted Disposal of part of the Property) once the disponent under that Disposal and/or a Permitted Disposal is registered as the registered proprietor of that title:
 - (i) not object to an application by the Purchaser or that disponent to cancel that restriction in relation to the Property (or part of the Property) disposed of under that Permitted Disposal and/or Disposal; or
 - (ii) in relation to any application by the Purchaser or that disponent to withdraw that restriction, provide immediately on receipt of a written request from the Purchaser or that disponent a consent to that withdrawal in accordance with the requirements of HM Land Registry from time to time;
- (c) apply for the withdrawal of the restriction entered against the title to the Property after the Overage Period Expiry Date or not object to the Purchaser applying to withdraw the restriction entered against the title to the Property.

8. Costs

- 8.1 The parties hereby agree that they are each responsible for their own costs incurred in connection with the Council granting written consent to each completed Permitted Disposal or Disposal of the whole or any part or parts of the Property. HM Land Registry
- 8.2 The Purchaser covenants with the Council that it shall pay the Council's reasonable legal and surveyor's costs and disbursements incurred in connection with any aborted applications for written consent to each Permitted Disposal or Disposal of the whole or any part or parts of the Property.

9. HM Land Registry

- 9.1 On completion of this deed the Purchaser shall make a full and proper application to HM Land Registry:
 - (a) to cancel any notice of the Specified Covenants from the Property; and
 - (b) to register this deed against the Property; and

9.2 Within one month of completion of the registration of this deed, the Purchaser shall give the Council official copies of the amended registered title to the Property,

10. Third party rights

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

11. Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Specified Covenants

The Specified Covenants are the covenants set out in the table below

Clause in Transfer	Covenant
2(a)	Not to dispose of the Property other than as a whole
2(c)	To permit access to the public to the ground floor rooms of the Hall and the grounds forming part of the Property between the hours of 9:00am and 6:00pm each day of the year except that if the requirement of English Heritage or its successor is for a greater right of access the requirement of English Heritage shall prevail
2(d)	To permit access to the public to rooms on other floors of the Hall (and to the ground floor rooms and the grounds outside of the hours of 9:00am and 6:00pm) by the consent of a person so designated by the Purchaser who shall be readily available at the Hall during the daytime to give such consent such consent not to be unreasonably withheld except that if the requirement of English Heritage or its successor is for a greater right of access the requirement of English Heritage shall prevail
2(g)	Not permit or undertake on the property any development as defined by the Town and Country Planning Act 1971 or any modification or re-enactment thereof other than with the consent of English Heritage or its successor and in the event of the Council ceasing to be the planning authority the consent also of the Council such consent not to be unreasonably withheld
2(h)	make available toilet facilities for the use of lessees and visitors to the property upon the expiry of the temporary planning permission as extended for the toilet block in the courtyard of the Hall forming part of the Property
2(i)	Remove the aforesaid temporary toilet block upon the expiry of the temporary planning permission as extended and reinstate the area upon which it stood to that previously existing
2(j)	Provide all weather parking for 40 cars to the requirements of the local planning and highway authorities for use of staff tenants and visitors upon expiry of the temporary planning permission as extended for the current temporary car park
2(k)	remove the aforesaid temporary car park upon the expiry of the temporary planning permission and reinstate the area upon which it stood to that previously existing

2(l)	Not allow parking on any other part of the property except with the consent of the local planning and highway authorities
2(m)	Not allow anything of a compacting nature to be placed on the ground surrounding Cedar trees
2(n)	give consent to archaeological and historical study of the property such consent not to be unreasonably withheld
2(o)	Permit the Community Programme to complete the dry stone wall project
2(p)	Make available to the Council any historical or archaeological studies of the property which the Purchaser may undertake and to permit the Council to publish the same
2(q)	To reimburse the Council any sums repayable by the Council to English Heritage in respect of grants made by English Heritage for the repair and renovation of the Hall where such repayment is necessary because of any failure of the purchaser to comply with the terms of such grants

Schedule 2 – Disposal Properties – Properties which upon disposal will be subject to overage

- 1 Thorpe Hall mansion house shown coloured pink on Plan 2
- 2 The West wing as shown hatched white and edged pink on Plan 2
- 3 Agricultural land / parkland as shown coloured green on Plan 2
- 4 The Lodge shown edged red on Plan 2
- 5
 - (a) The IPU shown within the green area located in the west on Plan 2
 - (b) The West Courtyard and former carpenters shop and land shown coloured green on Plan 2; and
 - (c) car park and land fronting the mansion house shown coloured pink on Plan 2
- 6 1.12 ha land shown edged red and hatched on Plan 1

Executed as a deed by

SUE RYDER

Acting by its attorney, Warren Stabler

under a Power of Attorney dated 27 September 2023

in the presence of:

W Stabler

Warren Stabler

Warren Stabler

A McLaren-smith

Witness

Alisha McLaren-Smith

Name:

Address: Kings House, King Street
SUDBURY
Co10 2ed

.....
Legacy Assistant
Occupation:

I confirm that I was physically present
and witnessed this document being
signed

Executed as a deed by affixing the common seal of

PETERBOROUGH CITY COUNCIL

In the presence of:

.....
Authorised signatory

.....
Print name

ANNEX 1 - The Transfer

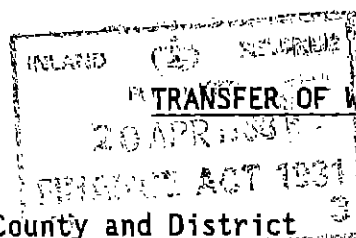
These are the notes referred to on the following official copy

Title Number CB19103

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

H.M. LAND REGISTRYLand Registration Acts 1925 to 1971

County and District : Cambridgeshire, Peterborough
 Title No : CB 19103
 Property : Thorpe Hall Thorpe Road Peterborough
 : 31st March 1988

1. In consideration of three hundred and forty three thousand pounds (£343,000) the receipt whereof is hereby acknowledged The Council of the City of Peterborough (hereinafter called "the Council") as beneficial owner hereby transfers to The Sue Ryder Foundation Limited whose registered office is at Cavendish Suffolk (hereinafter called "the Purchaser") the land comprised in the title above mentioned ("the property")

2. [The Purchaser for itself and its successors in title the owners for the time being of the property hereby covenants with the Council pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 to the intent that this covenant shall be enforceable without any limit of time against any person deriving title from it to the property hereby transferred and any person deriving title under it in respect of any lesser interest in the said land that it will

(a) not dispose of the property other than as a whole

(b) not dispose of any fixtures, statuary or any objects of a historic nature other than with the consent of English Heritage or its successor and the Council such consents not to be unreasonably withheld and to offer the same, if disposal is



CB19103



SEQ195


- agreed to the City Museum and Art Gallery in the first instance
- (c) to permit access to the public to the ground floor rooms of the Hall and the grounds forming part of the Property between the hours of 9.00 am and 6.00 pm each day of the year except that if the requirement of English Heritage or its successor is for a greater right of access the requirement of English Heritage shall prevail
 - (d) to permit access to the public to rooms on other floors of the Hall (and to the ground floor rooms and the grounds outside of the hours 9.00 am and 6.00 pm) by the consent of a person so designated by the Purchaser who shall be readily available at the Hall during the daytime to give such consent such consent not to be unreasonably withheld except that if the requirement of English Heritage or its successor is for a greater right of access the requirement of English Heritage shall prevail
 - (e) maintain the property in a good condition
 - (f) implement the requirements of English Heritage or its successor in relation to the maintenance or improvement of the property
 - (g) not permit or undertake on the property any development as defined by the Town and Country Planning Act 1971 or any modification or re-enactment thereof other than with the consent of English Heritage or its successor and in the event of the Council ceasing to be the planning authority the consent also of the Council such consent not to be unreasonably withheld
 - (h) make available toilet facilities for the use of lessees and visitors to the property upon the expiry of the temporary planning permission as extended for the toilet block in the courtyard of the Hall forming part of the Property


- (i) remove the aforesaid temporary toilet block upon the expiry of the temporary planning permission as extended and reinstate the area upon which it stood to that previously existing
- (j) provide all weather parking for 40 cars to the requirements of the local planning and highway authorities for use of staff tenants and visitors upon expiry of the temporary planning permission as extended for the current temporary car park
- (k) remove the aforesaid temporary car park upon the expiry of the temporary planning permission and reinstate the area upon which it stood to that previously existing
- (l) not allow parking on any other part of the property except with the consent of the local planning and highway authorities
- (m) not allow anything of a compacting nature to be placed on the ground surrounding Cedar trees
- (n) give consent to archaeological and historical study of the property such consent not to be unreasonably withheld
- (o) permit the Community Programme to complete the dry stone wall project
- (p) make available to the Council any historical or archaeological studies of the property which the Purchaser may undertake and to permit the Council to publish the same
- (q) to reimburse the Council any sums repayable by the Council to English Heritage in respect of grants made by English Heritage for the repair and renovation of the Hall where such repayment is necessary because of any failure of the Purchaser to comply with the terms of such grants

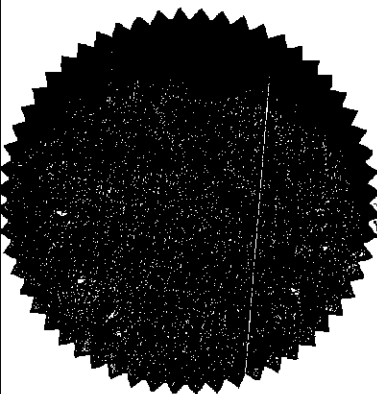
3. (i) The Council shall have the option to repurchase the property should

- (a) the property not be in use by the Purchaser as a home for the sick or disabled on the expiry of five years from the date hereof
- (b) should the Purchaser wish to dispose of the property within the period of six years from the date hereof
- (ii) In the case of Subclause (i) above the option shall be exercised by the Council giving written notice to the Purchaser at any time within the sixth year and the Purchaser shall respond within 28 days with a written notice of the purchase price and the terms and conditions of the sale
- (iii) In the case of Subclause (i)(b) above the option shall be exercised by the Purchaser giving written notice of its intention to dispose of the property the purchase price and the terms and conditions of the sale
- (iv) On receipt of the Purchaser's written notice of the purchase price pursuant to either Subclause (i)(a) or (b) before mentioned the Council shall have 84 days to accept or decline the offer. On the declining of this offer within the 84 day period or failure to accept the offer on the expiry of such period the purchaser shall be released from the obligation of this option

THE COMMON SEAL of the COUNCIL
OF THE CITY OF PETERBOROUGH
was hereunto affixed in the
presence of:-

)
)
)
)

.....
Mayor


.....
DEPUTY Legal and Administrative Officer



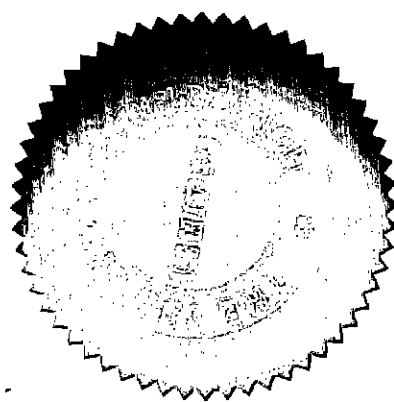
THE COMMON SEAL of THE SUE
RYDER FOUNDATION LIMITED
was hereunto affixed in the
presence of:-

Ryder of Warsaw.

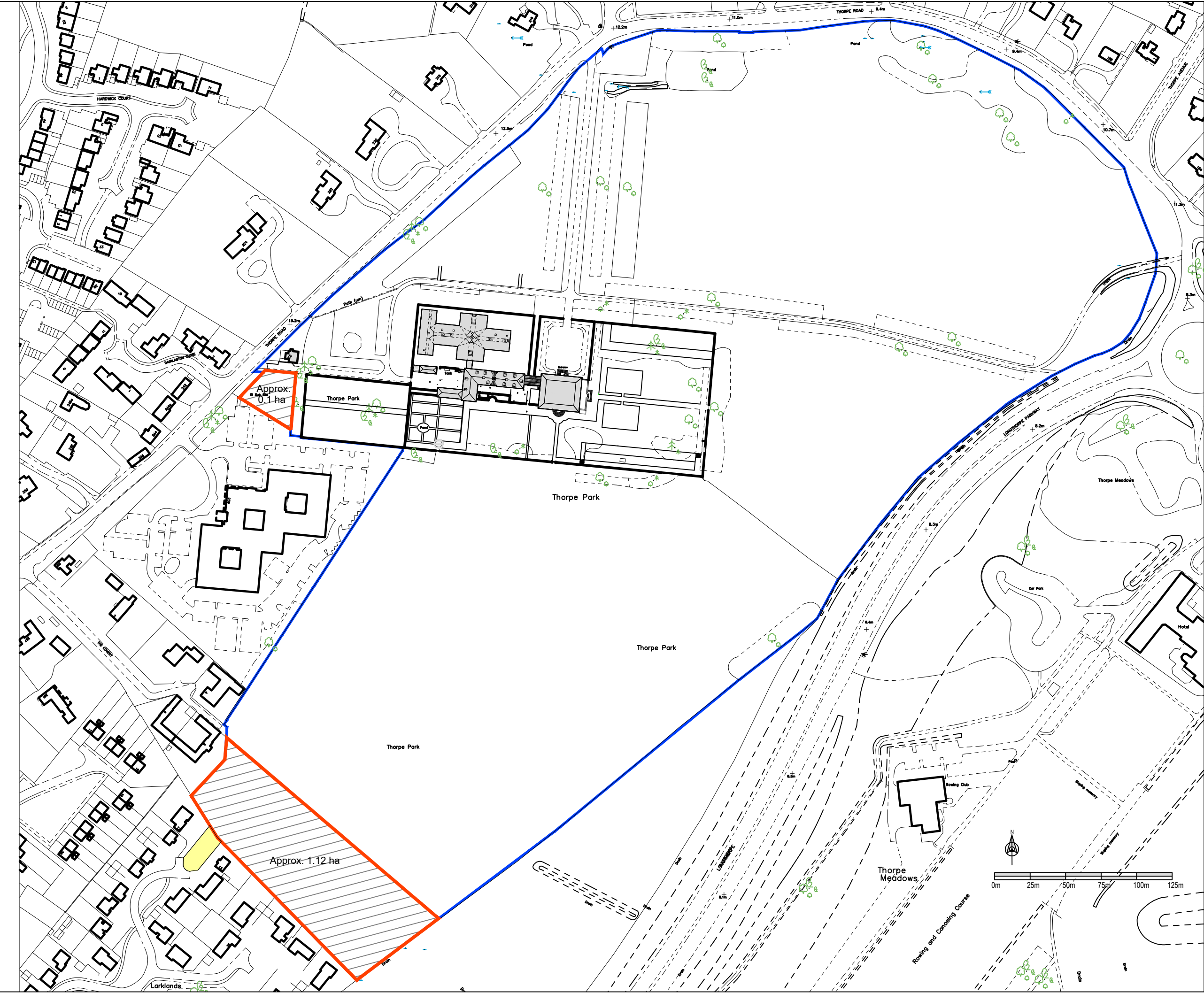
Members of Council of
Management.

Paul Henry

Authorized Secretary.



Annex 2 – Plans 1-2



- NOTES:
1. DO NOT SCALE from the drawing
 2. Further Dimensions required to be requested from Project technical team.
 3. Report all discrepancies to JDDK project technical team IMMEDIATELY
 4. Refer to the following ASSOCIATED DRAWINGS:-
-

Revision Log			
Rev	Initials	Date	Description
P0	AJV	31/7/23	Preliminary issue

W Stabler
Warren Stabler



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e. millmount@jddk.co.uk
jddk.co.uk

DISCOVER DESIGN DELIVER

CLIENT
Sue Ryder

PROJECT TITLE
Thorpe Hall

TITLE
Potential Development Plots

MAIN CONTRACTOR

QUANTITY SURVEYOR	M&E CONSULTANT
CSA	

STRUCTURAL CONSULT.	OTHER

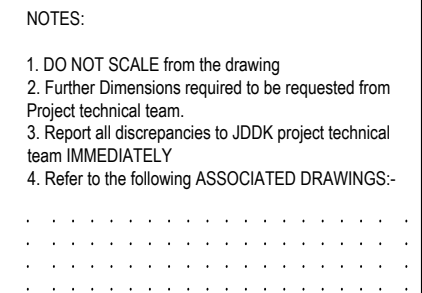
OTHER	OTHER

DRAWING No.			Revision
4307	10	20	P0
Job Ref	Type	No.	

SCALE:-	1:2500	PAPER SIZE:-	A3
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DATE:-	JULY 2023	CHECKED BY:-	AJV
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DRG STATUS:-
PRELIMINARY



Revision Log

Rev	Initials	Date	Description
P0	AJV	08/11/23	Preliminary issue
P1	AJV	29/1/24	Potential development site added
P2	AJV	22/10/24	Potential develop't site omitted. West Wing a separate plot.

LEGEND

-  Overall landholding
-  Hospice
-  West Wing
-  Main Hall
-  Lodge
-  Agricultural site
-  Potential development sites



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CLIENT

Sue Ryder

PROJECT TITLE

Thorpe Hall

TITLE

CONVEYANCING OUTLINE

MAIN CONTRACTOR

QUANTITY SURVEYOR CSA	M&E CONSULTANT BSDA
STRUCTURAL CONSULT.	OTHER G L HEARN
OTHER	OTHER

DRAWING No.

4307	10	21
Job Ref	Type	No.

Revision

P2

SCALE:- 1:2500

1:2500	PAPER SIZE:-	A3
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DATE:-	OCT 2024
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4	CHECKED BY:-	AJV
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DRG STATUS:-

PRELIMINARY