

Dated 1<sup>st</sup> September 2021

ROSSENDALE BOROUGH COUNCIL

And

LANCASHIRE COUNTY COUNCIL

And

MOONPOINT LIMITED

And

JAMES INDUSTRIAL LIMITED

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A PLANNING OBLIGATION BY AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

relating to land at Land At Irwell Vale Mill, Aitken Street, Ramsbottom, Bury, Lancashire, BLO 0QG

Rossendale Borough Council  
The Business Centre  
Futures Park  
Bacup  
OL13 0BB

THIS AGREEMENT is made the 1<sup>st</sup> day of September 2021

BETWEEN

(1) ROSSENDALE BOROUGH COUNCIL of Futures Park, Bacup. OL13 0BB ("the Council")

(2) LANCASHIRE COUNTY COUNCIL of PO Box 78, County Hall, Fishergate, Preston, Lancashire. PR1 8XJ ("the County Council")

(3) MOONPOINT LIMITED, (Company Number 11481017) whose registered office is at Laurel House, 173 Chorley New Road, Bolton, Greater Manchester, United Kingdom, BL1 4Q ("the Owner")

(4) JAMES INDUSTRIAL LIMITED, (Company Number 02041458) whose registered office is at Laurel House, 173 Chorley New, Road, Bolton, Lancashire, BL1 4QZ ("the Developer")

## 1. Recitals

1.1 The Council is the local planning authority for the purposes of the Act for the area within which the Site is located.

1.2 The County Council is the education authority for the area in which the Site is located.

1.3 The Developer has applied to the Council pursuant to the Act for permission to develop the Site under Application reference 2019/0405 and enters into this Agreement with the intention that it is bound by the obligations contained herein.

1.4 The Owner is the freehold owner of the Site which is registered at the Land Registry under title numbers LA454648, LA497507, LA924845 and LA946116 with title absolute.

1.5 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Section 106 of the Act and Owners are the persons against whom such obligations are enforceable in respect of the Site.

1.6 The Owners have agreed to enter into this Agreement so as to create planning obligations in favour of the Council and the County Council (as applicable) pursuant to Section 106 of the Act and to be bound and to observe and perform the covenants hereinafter contained.

## 2. Definitions and Interpretation

### 2.1

"the Act"	means the Town & Country Planning Act 1990 (as amended) or any statute amending or modifying repealing or re-enacting the same for the time being in force.
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“Affordable Housing”	Rented Housing and Shared Ownership Housing for Occupation by households in Housing Need and who meet the Approved Person criteria as per the Sixth Schedule (Part 1 in respect of Shared Ownership Housing and Part 2 in respect of Rented Housing)
“the Affordable Housing Mix”	means the following mix of Affordable Housing Units as may be revised pursuant to the Seventh Schedule:  3 x 3 bedroom 6 person houses as Social Rented Units 2 x 2 bedroom 4 person houses as Social Rented Units 2 x 3 bedroom 6 person houses as Shared Ownership Units 2 x 2 bedroom 4 person as Shared Ownership Units
“Affordable Housing Provider (AHP)”	means a Registered Provider, registered social landlord or a housing association or similar organisation registered in accordance with section 80 of the Housing and Regeneration Act 2008 or if such bodies cease to exist or are superseded the equivalent body whose main objectives included the provision of Affordable Housing and to whom the Affordable Housing Units may be transferred as approved by the Council in writing (such approval not to be unreasonably withheld or delayed.)
“Affordable Housing Units”	means the nine dwellings to be used for Affordable Housing to be erected on the Site in accordance with the Affordable Housing Mix and the Fifth and Sixth Schedules and pursuant to the Planning Permission or as may otherwise be agreed in writing with the Council and the term “Affordable Housing Unit” shall be construed accordingly.
“Affordable Housing Scheme”	The scheme for the provision of Affordable Housing referred to at paragraph 2 of Part 1 of the Fifth Schedule.
“the Application”	means the application for outline planning permission numbered 2019/0405 for the demolition of the existing buildings and the development of the Site for up to 30 Dwellings
“Approved Person”	means a person who meets the criteria set out in Part 1 or Part 2 of the Sixth Schedule (as applicable)
“BCIS All-in Tender Price Index”	means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the quarter in which the contribution (or any part of it) is paid;
“the Borough”	means the Borough of Rossendale
“Commence”	means the carrying out of a material operation as defined by section 56 (4) of the Act (excluding for the purposes of this Agreement and for no other purpose any Preparatory Operation) in accordance with the Planning Permission and the expressions “Commencement” shall have a corresponding meaning.

“Commencement Date”	means the date of the Commencement of the Development authorised by the Planning Permission.
“Contributions”	means each of the Secondary Education Contribution and the Public Open Space Contribution
“Development”	means the development proposed in the Application and described at the Second Schedule.
“Dwelling”	means a residential dwelling (including a house, apartment, bungalow or maisonette) to be constructed on the Site as authorised in accordance with the Planning Permission and “Dwellings” shall be construed accordingly and includes both Market Units and an Affordable Housing Units.
Education Indexation	<p>Indexation will be applied to Section 106 agreements using the formula below</p> $\text{Education Contribution} \times \text{BCIS All in Tender Price Index for the period immediately prior to the date of payment under the S106 agreement} \div \text{BCIS All in Tender Price Index for the period last published before the date of agreement}]$
“Homes England”	means Homes England or any body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating provision of Affordable Housing or if such body ceases to exist or is superseded the equivalent or successor body.
“Housing Authority”	means Rossendale Borough Council
“Housing Need”	means living in unsuitable housing conditions and/or being unable to afford suitable housing within the Borough at open market prices.
“Interest”	means interest at the rate of 3 per cent above the base lending rate of the Bank of England from time to time unless where otherwise expressly stated herein.
“Market Units”	means Dwellings (other than Affordable Housing Units) to be sold on the open market and the expression “Market Unit” shall be construed accordingly.
“Market Value Notice”	means the notice to the Council giving the Open Market Value of the proposed Affordable Units
“Occupation”	means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include 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.	
"Open Market Value"	has the meaning ascribed to it in the Appraisal and Valuation Manual published by the Royal Institution of Chartered Surveyors.	
"Plan"	means the Plan annexed hereto in the First Schedule	
"Planning Permission"	means the outline planning permission (as may be amended or varied from time to time) granted in accordance with the Application in the form of and subject to the conditions set out in the draft in the Third Schedule or any Reserved Matters Consent granted pursuant to any Qualifying Application.	
"Public Open Space Contribution"	means the sum of £1,366 (one thousand, three hundred and sixty six pounds) per Dwelling for the provision of or upgrade of play equipment, sports pitches, facilities or public open space in the local area (at Chatterton and Snig Hall).	
"Preparatory Operation"	means a material operation as specified in Section 56(4) of the Act provided that the term "material operation" in Section 56(4) shall not for the purposes of this Agreement include operations in connection with site clearance, demolition, ground stabilisation, archaeological investigation, investigation for the purpose of assessing contamination, removal of contamination, diversion and laying of Services, earthworks and the erection of means of enclosure for the purposes of site security and/or display of notices or advertisements, exploratory boreholes and any dug works, matters and operations to enable any of the foregoing to take place.	
"Protected Tenant"	Any tenant or owner (or its successors) who either: a) has exercised the right to acquire the dwelling of which he is a tenant pursuant to section 16 of the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or b) has exercised any statutory right to buy the dwelling of which he is a tenant pursuant to Part V of the Housing Act 1985 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or c) of a Shared Ownership Unit where Staircasing of 100% of the equity in that dwelling has been acquired has taken place.	
"Pupil Places Required"	means the number of secondary Pupils Expected to be Resident in the Development less any Spare Places expected to be available to cater for the Development;	
"Pupils Expected to be Resident"	means the sum of the number of Dwellings less Elderly Person Units with a given number of bedrooms x corresponding Pupil Yield Figure for secondary education (rounded to the nearest whole number);	
"Pupil Yield Figure"		<b>Total Number of Bedrooms in Dwelling – Pupil Yield per Dwelling</b>

		One	Two	Three	Four	Five
	Secondary	0	0.03	0.09	0.15	0.23
"Qualifying Application"	means any application for reserved matters approval in relation to the Planning Permission and/or any subsequent applications for planning permission made under section 73 of the Act and/or in accordance with article 18 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 in respect of the Development					
"Recycling"	means recycling by the Affordable Housing Provider by procuring further Affordable Housing within the Borough of a type and in a location and tenure to be agreed between the Housing Authority and the Affordable Housing Provider (both to act reasonably)					
"Recycling Percentage"	means 100% of the Staircasing Net Sale Proceeds on any Staircasing of any of the Shared Ownership Units					
"Registered Provider"	means any registered provider of social housing as defined under the Housing and Regeneration Act 2008 with the Regulator of Social Housing and has not been removed from the Register					
"Rented Housing"	Social Rented Housing					
"Reserved Matters Consent"	means any reserved matters approval granted pursuant to the Planning Permission and in relation to any part of the Site which permits residential development and specifies the number of Dwellings and number of bedrooms permitted on that part of the Site;					
"RPIX"	means the Retail Prices Index excluding Mortgage Interest Payments (RPIX) published by the Office for National Statistics each month and if such index ceases to exist such other similar index as the Council shall specify to the Owners In writing.					
"Secondary Cost Per Place"	Permanent Expansion	£23,061.75				
"Secondary Education Contribution"	means the sum equating to the number of secondary Pupil Places Required x Secondary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional secondary school places at Haslingden High School and/or Alder Grange High School or any subsequent name or designation by which they are known;					
"Services"	means all the media and apparatus for the supply and removal of water, sewerage, gas and electricity.					
"Shared Ownership Housing"	housing where a lease is granted of a Dwelling where the lessee purchases a percentage of the equity (subject to the initial equity share of a shared ownership lease being restricted to between 25% and 75% equity share) with the lessee paying a rent to the Affordable Housing Provider in respect of the remaining equity share in the property, the documentation for which will follow Homes England's model lease with the rent payable calculated at no more than 2.75% of the value of the unsold equity in the Dwelling. The lessee will have the option to Staircase so as to increase their equity share					

	in the Affordable Housing Unit up to 100% and acquire the freehold or long leasehold interest (as appropriate.)
"Shared Ownership Units"	the Affordable Housing Units to be provided as Shared Ownership Housing
"Site"	means the land against which this Agreement may be enforced shown for illustrative purposes only edged red on the Plan and as more particularly described in the First Schedule.
"Social Rented Housing"	Affordable Housing let to eligible households for which guideline target rents are determined through the national rent regime.
"Social Rented Units"	the Affordable Housing Units to be provided as Social Rented Housing
"Spare Places"	means the number of secondary places expected to be available to meet the needs of the Development calculated in accordance with the principles set out in Schedule 10 hereto;
"Staircase"	means the acquisition of an additional share or shares of the equity of the Shared Ownership Unit by an owner occupier up to 100% after which the rent payable on the part retained by the Affordable Housing provider shall be reduced proportionately and the term "Staircasing" shall be construed accordingly.
"Staircasing Net Sale Proceeds"	means the net consideration (if any) received by an Affordable Housing Provider on Staircasing of a Shared Ownership Unit based on the value of the premium for the portion purchased pursuant to the shared ownership lease (if any) after the deduction of all reasonable costs and expenses of an Affordable Housing Provider on Staircasing being its administrative costs, valuation costs, loan costs and legal costs and fees and any taxation liability arising.
"Tenancy"	is an assured tenancy where the Affordable Housing Unit is occupied by the individual household as their only or principle home by way of a lease.
"Vacant"	means a building that is vacant and that is not abandoned.
"Working Day"	means any day on which the clearing banks in the City of London are (or would be but for strike, lockout, or other stoppage affecting such banks generally) open during banking hours Monday to Friday (inclusive) excluding national holidays and the period 24 December - 1 January inclusive and excluding Saturdays, Sundays and bank holidays.

2.2 The expressions "the Council", "the County Council", "the Owner" and "the Developer" shall where the context admits include their successors in title and assigns (and in the case of the Council the successor to its statutory functions) and those deriving title under each of them.

2.3 Words importing one gender shall be construed as including any gender and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

- 2.4 Words importing the singular shall be construed as importing the plural and vice versa.
- 2.5 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.
- 2.6 The clause and the paragraph headings in the body of this Agreement and in the Schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.7 Reference made to any clause paragraph or schedule or recital context is a reference to a clause paragraph or schedule or recital in this Agreement.
- 2.8 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act 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 deriving validity from it.
- 2.9 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 Council and County Council the successors to their respective statutory functions.

### **3. Legal Effect**

- 3.1 This Agreement is a planning obligation and is made pursuant to Section 106 of the Act and the obligations contained in this Agreement are planning obligations enforceable by the Council and the County Council in the case of covenants made with them for the purposes of that section insofar as they fall within the terms of sub-section 106(1) and with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.
- 3.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and Section 1 of the Localism Act 2011 and all other enabling powers with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Site which may be enforced by the Council or the County Council against the Owners.
- 3.3 The parties agree that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) relating to planning obligations and all other relevant regulations thereunder are satisfied.

### **4. Commencement**

- 4.1 This Agreement is conditional upon the grant of the Planning Permission and shall not take effect until the Commencement Date.
- 4.2 Save for the provisions of clause 7.8 (no fetter) and 7.10 (Land Charges registration) and 7.13 (third parties) and 8 (Disputes) and 9 (Legal Costs) 7.3 (Notices) 10 (Notices of Change in Ownership) and Paragraph 1 of the Fourth Schedule (notice of intended Commencement of Development) which shall come into effect immediately upon completion of this Agreement.



## **5. The Covenants of the Owners**

5.1 The Owners hereby covenant so as to bind their interest in the Site with the Council to perform the obligations on its part specified in the Fourth, Fifth and Sixth Schedules and with the County Council to perform the obligations on its part specified in the Eighth Schedule.

## **6. The Covenants of the Council and the County Council**

6.1 The Council hereby covenants with the Owners to perform the obligations on its part specified in the Fifth Schedule and the Ninth Schedule. The County Council hereby covenants with the Owners to perform the obligations on its part specified in the Tenth Schedule.

## **7. Agreements and Declarations**

It is hereby agreed and declared as follows:

7.1 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council and/or the County Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.2 This Agreement 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.

7.3 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Agreement and any such notice or other written communication to be given by the Council or the County Council shall be deemed valid and effectual if on its face value it is signed on behalf of the Council or the County Council by an officer or duly authorised signatory thereof.

7.4 Where any certificate, consent, permission, nomination or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably be delayed or withheld and if refused written reasons for the refusal shall be provided and any such certificate, consent, permission, nomination or other approval shall be given on behalf of:

7.4.1 the Council by the Head of Planning;

7.4.2 the County Council by [            ].

7.5 No person shall be liable for breach of a covenant contained in this Agreement after it shall have parted with all interest in the Site or that part of the Site in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

7.6 Save in respect of the obligations in the Fifth and Sixth Schedules, this Agreement shall not be enforceable against:

7.6.1 owner-occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission or against those deriving title there from;

7.6.2 any mortgagee or chargee of an owner/occupier of a Dwelling or any receiver appointed by such a mortgagee;

7.7 The obligations in the Fifth and Sixth Schedules shall not be enforceable against:

7.7.1 owner-occupiers or tenants of the Market Dwellings constructed pursuant to the Planning Permission or against those deriving title therefrom;

7.7.2 any mortgagee or chargee of an owner/occupier of a Market Dwelling or any receiver appointed by such a mortgagee;

7.7.3 a Protected Tenant or against those deriving title therefrom and any mortgagee or chargee of a Protected Tenant or any receiver appointed by such a mortgagee;

7.8 This Agreement shall not be enforceable against:

7.8.1 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;

7.8.2 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and or/cycle ways to be constructed on the Site.

7.9 PROVIDED ALWAYS THAT nothing in this Agreement restricts or is intended to restrict the exercise at any time by the Council or County Council of any of their statutory functions or discretions, rights, powers, duties or obligations in relation to any part of the Site or otherwise.

7.10 If the Planning Permission shall expire before the Commencement Date or shall at any time be quashed, revoked, otherwise withdrawn or it is, without the consent of the Owner, modified by any statutory procedure the provisions of this Agreement shall forthwith determine and cease to have effect (insofar only as they have not already been complied with) and any Local Land Charge registered pursuant to clause 7.11 shall be cancelled as soon as reasonably practicable.

7.11 Nothing in this Agreement 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 Agreement.

7.12 This Agreement shall upon completion be registered by the Council as a Local Land Charge.

7.13 If any sum due under this Agreement shall remain unpaid after the same has become due (without prejudice to any other right of the parties to this Agreement) Interest shall be paid thereon by the defaulting party to the other party from the date the sum becomes due to the date of actual receipt of the payment by the receiving party.

7.14 Obligations entered into by any party which comprises of more than one person shall be deemed to be joint and several.

7.15 This Agreement is binding on successors in titles and assigns.

7.16 No waiver (whether express or implied) by the Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default.

7.17 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

7.18 Nothing in this Agreement shall be construed as granting planning permission or any other approval consent or permission required from the Council or the County Council in exercise of any other statutory function.

## **8. Disputes**

8.1 Unless and to the extent not specified otherwise in this Agreement any dispute (save for any disputes as to matters of law) shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("the Expert") appointed jointly by the parties or in default of agreement within 10 Working Days after either party has given to the other a written request requiring the appointment of the expert by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party and such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

8.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.

8.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert.

8.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.

8.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.

8.6 The Expert shall be entitled to obtain opinions from others if he so wishes.

8.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.

8.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.

8.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.

8.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.

8.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 8.1 to 8.1 inclusive who shall determine which type of professional should be appointed in relation to such matter.

8.12 The provisions of this clause shall not affect the ability of the Council or 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.

## **9. Legal Costs**

9.1 The Developer agrees to pay to the Council on the date hereof the sum of £2000 (two thousand pounds) as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this Deed .

9.2 The Developer agrees to pay to the County Council on the date hereof the sum of £450.00] (four hundred and fifty pounds) as a contribution towards the reasonable legal costs incurred by the County Council in the negotiation preparation and execution of this Deed.

## **10. Notice of Change in Ownership**

10.1 The Owners agree with the Council that until all obligations under this Deed have been discharged to give the Council notice of any change in ownership of any of their legal interests in the Site and the creation of any new legal interests by them on the Site within 15 Working Days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Site or relevant unit of occupation by reference to a plan.

## **11. Developers Consent**

14.1 The Developer consents to its interest in the Site being bound hereby and covenants with the Council and the County Council that upon acquiring a freehold or leasehold interest in the Site it will be subject to the obligations in this Agreement as a person deriving title thereto PROVIDED THAT it shall have no liability unless (save in respect of clause 9 above) and until it acquires the freehold or a leasehold interest in the Site

## **12. Indexation**

12.1 Any sum referred to in the Fourth Schedule shall be increased by an amount equivalent to the increase in the RPIX from the date hereof until the date on which such sum is payable.

12.2 BCIS All in Tender Price Index will be applied to the Secondary Education Contribution in line with Education Indexation.

## **13. VAT**

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

**14. Delivery**

14.1 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.

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

## THE FIRST SCHEDULE

### THE SITE

The registered freehold land at Irwell Vale Mill, Aitken Street, Ramsbottom, Bury, Lancashire, BL0 0QG being the land registered at the Land Registry under Title Numbers LA454648, LA497507, LA924845 and LA946116 and for the purposes of identification only shown edged red on the attached Plan

**THE SECOND SCHEDULE  
DESCRIPTION OF THE DEVELOPMENT**

Outline residential development for up to 30 Dwellings, with all matters reserved.  
Application No: 2019/0405

**THE THIRD SCHEDULE  
DRAFT PLANNING PERMISSION**



# Rossendale Borough Council

## APPLICATION FOR PLANNING PERMISSION

### Town and Country Planning Act 1990

Applicant Name: -  
Notice Recipient: Miss Lydia Harper  
2 Lockside Office Park  
Lockside Road  
Preston  
PR2 2YS

#### **Part 1 – Particulars of Application:**

**Date Received:** 9th October 2019

**Application Number:** 2019/0405

**Proposed Works:** Outline application (with all matters reserved): Re-development of site and erection of up to 30 no. dwellings.

**Location:** Irwell Vale Mill Aitken Street Ramsbottom

Following consideration of the application in respect of the proposal outlined above, it was resolved to **GRANT PLANNING PERMISSION** for the following reasons:-

#### **REASON FOR APPROVAL:**

Very special circumstances have been demonstrated in relation to Green Belt policy contained within Section 13 of the National Planning Policy Framework, and it is considered that the benefits of the development outweigh the harm that would be caused in this case. Subject to conditions it is considered that the development would not cause unacceptable harm to visual amenity, heritage interest, neighbour amenity, ecology or flood risk, and that highway safety concerns are mitigated in part. The development accords with the National Planning Policy Framework and Policies AVP5, 1, 2, 3, 4, 8, 9, 10, 16, 17, 18, 19, 21, 22, 23 and 24 of the Core Strategy DPD.

#### **CONDITIONS:**

1. An application for approval of the reserved matters (namely access, layout, scale, appearance and landscaping) must be made to the Council before the expiration of three years from the date of this permission and the development hereby permitted must be begun two years from the date of approval of the last of the reserved matters to be approved.

Reason: This condition is required to be imposed by the provisions of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The outline planning permission hereby approved relates to the erection of up to thirty residential units which shall be carried out in accordance with the following plans and documents unless otherwise required by the conditions below:
  - Application form.
  - Location Plan (UG\_241\_LAN\_DRW\_02)

- Illustrative Masterplan and Visual Images (1924E3P/IVM-IMP01) - Indicative Only
- Design Code Statement (July 2020) - Indicative Only
- Maintenance Responsibilities Plan (May 2020) - Indicative Only

The details of the proposed access, layout, scale, appearance and landscaping within the Reserved Matters application(s) shall be in general conformity with the approach and details set out in all of the above documents.

Reason: To ensure the development complies with the approved plans and submitted details, and to ensure that a prospective developer is aware of the approach that will need to be followed in applying for the final access, layout, scale, appearance and landscaping of the development.

3. Permission is not granted for the demolition of Buildings A, B and the building named 'Plots 24 & 25' as shown on the Illustrative Masterplan and Visual Images (1924E3P/IVM-IMP01); these shall be retained as shown on the approved drawing.

Reason: In order to ensure a visually satisfactory form of development having regard to the Conservation Area and the setting of the adjacent Listed Buildings.

4. As part of the reserved matters (landscaping) application, full details of the alignment, height and appearance of all fences and walls and gates to be erected (notwithstanding any such detail shown on the submitted plans) shall be submitted to the Local Planning Authority for its approval. No dwelling shall be occupied until all fences and walls shown in the approved details to bound its plot have been erected in conformity with the approved details. Other fences and walls shown in the approved details shall have been erected in conformity with the approved details prior to substantial completion of the development.

Reason: The required details are not provided as part of this outline application and are required at an early stage in order to ensure a visually satisfactory form of development and to provide reasonable standards of privacy to residents.

5. As part of the reserved matters (appearance) application, full details of the following shall be submitted to the Local Planning Authority for its approval:
  - a) Details of the colour, form and texture of all external facing and roofing materials to the proposed dwellings (external facing materials shall include, but not be limited to, natural stone)
  - b) Details of the colour, form and texture of all hard ground surfacing materials.

The development thereafter shall be constructed utilising the approved materials, subject to the additional requirements of condition 5 below.

Reason: The application is in outline only and is not accompanied by detailed plans, and to ensure that the development is appropriate in terms of visual amenity and to ensure that it responds to the local context of the site.

6. As part of reserved matters (landscaping) application, full details of footpaths / pedestrian links through the green belt adjacent to the river shall be submitted to the Local Planning Authority for its approval.

The submitted details shall be implemented in full as part of the development prior to first occupation of any of the dwellings, or immediately upon substantial completion of the development (whichever is the sooner).

Reason: To seek improvements to the environmental quality and accessibility of the Green Belt.

7. No development shall take place until physical samples of the materials approved pursuant to condition 4 have been made available on site for inspection (in the form of 1m x 1m sample panels), and until written approval of such samples has been given by the Local Planning Authority.

The development shall thereafter be constructed using the approved materials.

Reason: To secure a satisfactory appearance to the development.

8. No development shall take place until a construction method statement has been submitted to and approved in writing by the Local Planning Authority. The approved statement shall be adhered to throughout the construction period. It shall provide for:

- i) The parking of vehicles of site operatives and visitors
- ii) The loading and unloading of plant and materials
- iii) The storage of plant and materials used in constructing the development
- iv) The erection and maintenance of security hoarding
- v) Wheel washing facilities
- vi) Measures to control the emission of dust and dirt during construction
- vii) A scheme for recycling/disposing of waste resulting from demolition and construction works
- viii) Routing of delivery vehicles to/from site

Reason: In the interests of highway safety.

9. No development shall take place until a scheme for the construction of the site access and the off-site highway works (including traffic-calming measures and other works) has been submitted to and approved in writing by the Local Planning Authority.

No part of the development shall be occupied until all of the works have been carried out in accordance with the approved details.

Reason: In the interests of highway safety.

10. No development shall take place until details of the proposed arrangements for future management and maintenance of the proposed streets and all other paths / communal areas / landscaped areas / open areas / riverbank areas within the development have been submitted to and approved by the Local Planning Authority. The streets, paths and other areas shall thereafter be maintained in accordance with the approved management and maintenance details.

Reason: In order to ensure proper management and maintenance of the streets and spaces within the development.

11. No development shall take place until full engineering, drainage, street lighting and constructional details to adoptable standards (Lancashire County Council specification) of the internal estate roads have been submitted to and approved in writing by the Local Planning Authority. The development shall, thereafter, be constructed in accordance with the approved details.

Prior to first occupation of any of the dwellings hereby approved the estate roads shall be completed to at least base course level and in accordance with the agreed details.

Reason: In the interests of highway safety.

12. As part of the reserved matters (either access or layout) application, full details of any proposed garages, driveways, communal parking areas, cycle storage and electric vehicle charging points shall be submitted to the Local Planning Authority for its approval. The details shall include dedicated cycle storage and electric vehicle charging points for each dwelling.

Reason: In the interests of highway safety, to ensure adequate parking provision for the development and in the interests of promoting sustainable modes of transportation.

13. No development shall take place until full details of the proposed visibility splays at all points of access into and egress out of the development have been submitted to and approved in writing by the Local Planning Authority.

The development shall thereafter be implemented in strict accordance with the approved details, and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any subsequent amendment or re-enactment of the Order) there shall not at any time be erected or planted or allowed to remain upon the land contained within the defined visibility splays any building, wall, fence, hedge, tree, shrub or other device over 1m above road level.

Reason: In the interests of highway and pedestrian safety.

14. No part of the development hereby approved shall commence until full details of any retaining structures which are to be located adjacent to the highway have been submitted to, and approved in writing by, the Local Planning Authority.

The development shall thereafter be implemented in accordance with the approved details.

Reason: In order to satisfy the Local Planning Authority that the final details of any retaining structures are acceptable before work commences on site.

15. As part of the reserved matters (access) application, a Travel Plan shall be submitted to the Local Planning Authority for its approval. The Travel Plan shall contain measures to promote sustainable travel to and from the development, and shall be implemented within the timescale set out in the approved plan.

Reason: To promote and provide access to sustainable transport options.

16. For the full period of construction, facilities shall be available on site for the cleaning of the wheels of vehicles leaving the site and such equipment shall be used as necessary to prevent mud and stones being carried onto the highway. The roads adjacent to the site shall be mechanically swept as required during the full construction period.

Reason: To prevent stones and mud being carried onto the public highway to the detriment of road safety.

17. Notwithstanding any information submitted with the application, no development shall take place (except for demolition and enabling works as agreed with the Local Planning Authority) until an investigation and risk assessment has been submitted to and approved in writing by the Local Planning Authority. The submitted report shall include:

- i) Where potential risks are identified by the Preliminary Risk Assessment, a Phase 2 Site Investigation report shall also be submitted to and approved in writing by the Local Planning Authority prior to commencement of development. The investigation shall address the nature, degree and distribution of land contamination on site and shall include an identification and assessment of the risk to receptors focusing primarily on risks to human health, groundwater and the wider environment; and
- ii) Should unacceptable risks be identified the applicant shall also submit and agree with the Local Planning Authority in writing a contaminated land remediation strategy prior to commencement of development.

The development shall thereafter be carried out in full accordance with the duly approved remediation strategy or such varied remediation strategy as may be agreed in writing with the Local Planning Authority.

Reason: In the interests of mitigating hazards associated with land contamination and to prevent pollution of the wider environment.

18. Pursuant to condition 17 and prior to first occupation a verification report, which validates that all remedial works undertaken on site were completed in accordance with those agreed with the Local Planning Authority, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of mitigating hazards associated with land contamination and to prevent pollution.

19. Foul and surface water shall be drained on separate systems.

Reason: To secure proper drainage and to manage the risk of flooding and pollution.

20. No development shall commence until final details of the design, based on sustainable drainage principles, and implementation of an appropriate surface water sustainable drainage scheme have been submitted to and approved in writing by the Local Planning Authority.

Those details shall include:

- a) Final sustainable drainage layout plan appropriately labelled to include:
  - Pipe/structure references
  - Dimensions,
  - Design levels,
  - Finished Floor Levels (FFL) in AOD to be 300mm above 1in100yr+30%cc levels and 150mm above with adjacent ground levels to confirm minimum difference for FFL as per the Flood Risk and Drainage Assessment V1.0 Sept 2019.
- b) The drainage scheme should demonstrate that the surface water run-off and volume shall not exceed the agreed runoff rate (which has been calculated at the restricted rate of 31.6 litres per second - as per the Flood Risk and Drainage Assessment V1.0 Sept 2019). The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.
- c) Sustainable drainage flow calculations (1 in 1, 1 in 30 and 1 in 100 + 30% climate change (pre & post development), volume of attenuation required (post development)), to include summary of permeable/impermeable areas of site used within calculations.
- d) Plan identifying areas contributing to the drainage network.

- e) Measures taken to prevent flooding and pollution of the receiving groundwater and/or surface waters, including watercourses.
- f) A plan to show overland flow routes and flood water exceedance routes and flood extents.
- g) Evidence of an assessment of the site conditions to include site investigation and test results to confirm infiltrations rates.
- h) Details of an appropriate management and maintenance plan for the sustainable drainage system for the lifetime of the development. This shall include arrangements for adoption by an appropriate public body or statutory undertaker or management and maintenance by a Management Company and any means of access for maintenance and easements, where applicable.
- i) Construction phase surface water management plan to include how surface water and pollution prevention will be managed during each phase of construction.

The scheme shall be implemented in accordance with the approved details prior to first occupation of any of the approved dwellings, or completion of the development, whichever is the sooner. Thereafter the drainage system shall be retained, managed and maintained in accordance with the approved details.

Reasons: To ensure that the final drainage designs are appropriate following detailed design investigation, to ensure that the proposed development can be adequately drained, to reduce the flood risk to the development as a result of inadequate maintenance, to identify the responsible organisation/body/company/undertaker for the sustainable drainage system, to ensure that the construction phase(s) of development does not pose an undue flood risk on site or elsewhere, to ensure that any pollution arising from the development as a result of the construction works does not adversely impact on existing or proposed ecological or geomorphic condition of water bodies and to ensure that there is no flood risk on or off the site resulting from the proposed development.

21. The development shall be carried out in accordance with the submitted flood risk assessment (FRA) by Weetwood (Final Report v1.1 dated November 2019; referenced 4249/FRDA/Final/v1.1/2019-11-19) and the following mitigation measures stated within Sections 5 and 8:

- Removal of the two existing mill bridges;
- Construction of flood wall along the southern bank of the River Ogden within the site. Top of wall level set at 144.1 metres (m) Above Ordnance Datum (AOD);
- Construction of flood storage area. Invert level of flood storage area set between 143.2 m AOD to 143.8 m as shown in Figure 18 of the approved FRA;
- Northern parcel development platform raised above the peak level in the 1 in 100 plus 35% climate change AEP event;
- Finished floor levels to be set at a minimum of 600 mm above the 1 in 100 plus 35% climate change AEP event;
- Finished floor levels to be set 150 mm above adjacent ground levels;
- Implementation of a French drain along the northern edge of the site;
- A minimum 8 m undeveloped buffer strip is provided adjacent to the River Ogden;
- Flood Response Plan to be developed in consultation with Rossendale Borough Council

These mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the scheme's timing/phasing arrangements. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of the development.

Reasons: To reduce the risk of flooding to the proposed development and future occupants, to reduce risk of flooding to surrounding properties, to prevent flooding elsewhere by ensuring that compensatory storage of flood water is provided, to reduce the risk of flooding to the proposed development and future occupants, to reduce the risk of flooding from surface water, to ensure adequate land drainage, to ensure access to the river for future maintenance and to reduce the risk to future occupants.

22. No development shall take place until a detailed scheme for the provision and management of a minimum 8-metre-wide buffer zone and new 20 metre wide multifunctional flood storage area (FSA) along the River Ogden waterbody has been submitted to and approved in writing by the local planning authority.

Thereafter the development shall be carried out in accordance with the approved scheme. Any subsequent variations shall be agreed in writing by the local planning authority, in which case the development shall be carried out in accordance with the amended scheme. The buffer zone scheme shall be free from new built development including lighting or domestic gardens and shall include:

- detailed plans, including cross-sections (minimum 2 for proposed 8 m buffer area and minimum 4 along FSA area), showing the extent and layout of the riparian buffer zone in respect to new proposed residential development, mean and bank-full water levels, and / or any changes to bed composition
- details of proposed bank lowering or land raising within or adjoining new FSA or greenspace buffers
- details of any new revetment options proposed within the River Ogden riparian corridor using bio-engineered options unless it can be demonstrated they are not feasible
- details of removal of redundant buildings and bridges over River Ogden
- an updated ecological appraisal based on amended scheme footprint outlining how opportunities to create a high quality and multifunctional flood storage area and improved ecological network will be adopted as part of riparian scheme design
- details of any retained or restored greenspace in riparian corridor, including production of an integrated riparian soft landscaping scheme including planting schedule based on native species
- details demonstrating how the buffer zone will be protected during development and managed over the longer term including adequate financial provision and named body responsible for management plus production of detailed management plan
- details of any proposed new surface water outfalls, footpaths, fencing, lighting, etc. within River Ogden riparian corridor

Reasons: Land alongside watercourses are particularly valuable for wildlife and it is essential this is protected. Also, to secure opportunities for enhancing the site's nature conservation value in line with national planning policy and adopted policy 17 (GI) & 18 (Biodiversity) of the Rossendale Core Strategy.

23. As part of the reserved matters (landscaping) application full details shall be submitted in relation to the proposed protection of trees to be retained on site. The scheme shall incorporate additional measures for the protection of the Root Protection Area of all trees to be retained, in accordance with BS 5837 (2012).

The development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure that trees to be retained on site are adequately protected.

24. As part of the final Reserved Matters application, the results of a scheme of initial archaeological investigation of the site (including documentary assessment and the results of trial excavation works) which has been carried out in accordance with a Written Scheme of Investigation (which has itself first been submitted to and approved in writing by the Local Planning Authority) and if necessary a scheme of proposals for further archaeological investigation of the site shall be submitted to the Local Planning Authority for its approval.

The approved scheme of further archaeological investigation shall be carried out in full as part of the development by an appropriately qualified and experienced professional archaeological contractor to the standards and guidance set out by the Chartered Institute for Archaeologists.

Reason: To ensure and safeguard the recording and inspection of matters of archaeological / historical importance associated with the site.

25. No development (including any demolition) shall commence unless the local planning authority has been provided with either:
- a) a license issued by Natural England pursuant to Regulation 55, of the Conservation of Habitats and Species Regulations 2017 authorising the specified activity/development go ahead: or
  - b) a statement in writing from the relevant licensing body or the LPA to the effect that it does not consider that the specified development will require a license.

Reason: the demolition works are likely to cause harm to common pipistrelle bats as identified in the Updated Bat Survey Report by e3ps ref 80-033-R3, and it is necessary to ensure that adequate measures are in place to protect such bats prior to any development taking place.

26. The removal of trees T1 and T2 as identified in the Preliminary Ecological Appraisal (e3p ref. 80-033) shall be soft felled, under the supervision of a suitably qualified ecologist.

Reason: To protect bats that may be present in the identified trees.

27. As part of the reserved matters (layout or access) application details of external lighting including street lighting shall be submitted to and approved in writing by the Local Planning Authority.

The details shall include:

- How and where street and other external lighting will be installed and through appropriate lighting contour plans demonstrated clearly that any impacts on the River Ogden is negligible;
- Specific details of frequency and duration of use.

All external lighting shall be installed in accordance with agreed specifications and locations set out in the strategy.

Reason: To prevent harm to bats on or near to the site.

28. No demolition of any buildings shall take place until the building(s) to be demolished have been reassessed by a qualified ecologist for bat roosting potential and the findings supplied to and agreed in writing by the Local Planning Authority.

Reason: To prevent harm to bats roosting in the buildings to be demolished.



29. Prior to commencement of any earthworks or demolition taking place on the site, a re-survey of the site for badger setts shall occur and the findings shall be supplied to and agreed in writing by the Local Planning Authority.

If any badger setts are found, the submitted information shall include full details of measures to be taken to prevent harm to those setts, and no earthworks or demolition shall take place until the relevant identified measures have been carried out.

Reason: To prevent harm to any badgers or their setts on the site.

30. The development shall be carried out in strict accordance with the reasonable avoidance measures for otters contained in the Preliminary Ecological Appraisal (e3p ref. 80-033 section 4.4.5), or any subsequent amendment to that Appraisal approved at Reserved Matters stage.

Reason: To prevent any harm to otters on or near to the site.

31. No works to trees or shrubs shall occur or demolition commence between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that no active bird nests are present which has been submitted to and agreed in writing by the Local Planning Authority.

Reason: To protect nesting birds.

32. As part of the final reserved matters application, a method statement detailing eradication and/or control and/or avoidance measures for Himalayan Balsam and Japanese Knotweed shall be supplied to the Local Planning Authority for its approval. The agreed method statement shall be adhered to and implemented in full as part of the development.

Reason: To prevent the spread of invasive species.

33. As part of the final reserved matters application, a construction and environmental method statement to protect the Rivers Ogden and Irwell from accidental spillages, dust and debris shall be supplied to the Local Planning Authority for its approval. All measures approved shall be implemented and maintained for the duration of the construction period in accordance with the approved details.

Reason: To protect nearby watercourses from pollution.

34. As part of the final reserved matters application full details of surface water and foul water drainage that demonstrate that there will be no negative impacts on the ecological status/potential as defined under the water framework directive of the Rivers Ogden and Irwell shall be submitted to the Local Planning Authority for its approval. The details as approved shall be implemented in full as part of the development.

Reason: To protect the ecological potential of nearby watercourses.

35. As part of the reserved matters (landscaping) application a landscape and environmental management plan will be supplied to the Local Planning Authority.

The plan shall:

- Demonstrate biodiversity net gain on the site in line with current government guidance;
- Include a semi-natural landscaped strip along the River Ogden utilising native species in keeping with the locality;
- Include a bird nesting mitigation strategy for birds suitable to sub-urban and riverine habitat;
- Include provision of bats;
- Include details for biodiversity enhancement and gain for the wider site

The approved details shall be implemented as part of the development, and maintained thereafter.

Reason: In the interests of securing biodiversity gains across the site as part of the development.

36. Construction works shall not take place outside the following hours:

Monday to Friday - 08:00 to 18:00

Saturday - 08:00 to 13:00

Construction shall not take place on Sundays, or Bank or Public Holidays.

Similarly, no Heavy Goods Vehicle deliveries to or from the site associated with the development shall take place outside of the above hours.

Reason: In the interests of protecting neighbour amenity.

#### **INFORMATIVES:**

1. The Local Planning Authority has a Core Strategy (adopted in November 2011) and a series of Supplementary Planning Documents, which can be viewed at:

[http://www.rossendale.gov.uk/downloads/download/331/core\\_strategy\\_local\\_plan\\_part\\_1\\_adapted](http://www.rossendale.gov.uk/downloads/download/331/core_strategy_local_plan_part_1_adapted)

The Local Planning Authority has considered the application and where necessary considered either the imposition of planning conditions and/or sought reasonable amendments to the application in order to deliver a sustainable form of development in accordance with the National Planning Policy Framework and the local planning policy context.

2. The grant of planning permission will require the applicant to enter into a Section 278 Agreement, with the County Council as Highway Authority. The applicant should be advised to contact Lancashire County Council, Highway Development Control email – [developeras@lancashire.gov.uk](mailto:developeras@lancashire.gov.uk) in the first instance to ascertain the details of such an agreement and the information to be provided.
3. During the period of construction, should contamination be found on site that has not been previously identified, no further works shall be undertaken in the affected area. Prior to further works being carried out in the affected area, the contamination shall be reported to the Local Planning Authority within a maximum of 5 days from the discovery, a further contaminated land assessment shall be carried out, appropriate mitigation identified and agreed in writing by the Local Planning Authority. The development shall be undertaken in accordance with the agreed mitigation scheme.

4. The alterations to the existing highway as part of the new works may require changes to the existing street lighting at the expense of the client/developer.
5. For the avoidance of doubt, this response does not grant the applicant permission to connect to any ordinary watercourse(s) and, once planning permission has been obtained, it does not mean that land drainage consent will be given. The applicant should obtain Land Drainage Consent from Lancashire County Council before starting any works on site. Information on the application process and relevant forms can be found here: <http://new.lancashire.gov.uk/roads-parking-and-travel/roads/flooding/alterations-to-a-watercourse.aspx>
6. The applicant is reminded that reptiles are protected under schedule 5 of the Wildlife & Countryside Act 1981 (as amended). It is an offence to take or kill reptiles. If a reptile is found on or near the site during the development work should cease and a suitably experienced ecologist employed to how best to safeguard the reptile(s).

Date:  
Development Control  
First Floor  
The Business Centre  
Futures Park  
Bacup  
OL13 0BB

Signed:  
  
Mike Atherton  
Planning Manager

Please note that this notice does not relieve the applicant from the need to ensure compliance with the appropriate provisions of the Building Act 1984 and the Building Regulations 2000.

IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES ACCOMPANYING THIS NOTICE

**GUIDANCE NOTES FOR APPLICANTS  
WHERE AN APPLICATION HAS BEEN APPROVED**

**1. APPLICATIONS FOR PLANNING PERMISSION, APPROVAL OF RESERVED MATTERS, LISTED BUILDING CONSENT OR CONSERVATION AREA CONSENT.**

If you object to the Local Planning Authority's decision to grant permission, approval or consent subject to conditions, you may appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990 within 12 weeks of the date of this notice. With regard to granted applications concerning listed buildings in a conservation area, you may appeal under Section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 8 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990.

Please make your appeal using a form from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk). The Secretary of State may allow a longer period for you to give notice of appeal, but will normally only do so if there are special circumstances that excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it appears that the Local Planning Authority could have granted permission for the proposed development only subject to the conditions it imposed, bearing in mind the statutory requirements, the development order, and any directions given under the order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority made its decision on the grounds of a direction that he or she had given.

It may be that planning permission, conservation area consent or listed building consent is granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment; but you, as the landowner, claim that the land is no longer fit for reasonably beneficial use in its existing state and you cannot make it fit for such use by carrying out the permitted development. If so, you may serve a purchase notice on Rossendale Borough Council requiring the Council to buy your interest in the land. You can do this under the Town and Country Planning Act 1990 or Section 32 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings and buildings in conservation areas.

You may claim compensation against the Local Planning Authority if the Secretary of State has refused or granted permission subject to conditions, either on appeal or when the application was referred to her or him.

Compensation is payable in the circumstances set out in:

(a) Section 114 and Part II of Schedule 3 of the Town and Country Planning Act 1990; or (b) Section 27 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings.

**2. ADDITIONAL NOTES ON LISTED BUILDING CONSENT**

- 1 If you wish to modify the development referred to in your application or to vary it in any way, you must make another application.
- 2 This notice refers only to the grant of listed building consent and does not entitle you to assume that the City Council has granted its consent for all purposes:

- (a) If you have applied for planning permission under Section 57(1) of the Town and Country Planning Act 1990, we will send you a separate notice of decision;
  - (b) We will send you a separate notice about plans you have submitted under the Building Regulations 2000;
  - (c) If the development for which listed building consent has been granted includes putting up a building for which you have to submit plans under the Building Regulations 2000, you should not do any work connected with erecting that building until you have satisfied yourself that you have complied with Section 219 of the Highways Act 1980 or that they do not apply to this building.
- 3 Even if you have gained listed building consent, you must comply with any restrictive covenants that affect the land referred to in the application.

### **3. APPLICATION FOR CONSENT TO DISPLAY ADVERTISEMENTS**

If the applicant is aggrieved by the decision of the Local Planning Authority to grant consent, subject to conditions, he or she may appeal to the Secretary of State for the Environment in accordance with Regulation 17 and Part 3 of Schedule 4 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 within eight weeks of the receipt of this notice. (Appeals must be made on a form which is obtainable from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk)).

## **IMPORTANT**

### **Compliance with Planning Conditions**

The Council's Planning Enforcement Team is responsible for monitoring the implementation of planning permissions. This includes ensuring that all relevant conditions have been complied with. Effective enforcement is important to:

- tackle breaches of planning control which would otherwise have unacceptable impact on the amenity of the area;
- maintain the integrity of the decision-making process;
- help ensure that public acceptance of the decision-making process is maintained.

Whilst the majority of developers/homeowners do comply with the requirements of planning permissions, there are a number who do not. Where any planning conditions are breached, the Council can take formal enforcement action without further notice. Enforcement action could include such measures as requiring remedial works, cessation of use, or complete demolition and can cause the developer/homeowner unnecessary expense, delay and frustration.

### **It is important that you read and understand the eight points below to avoid any potential breaches of planning control:**

- 1) Please take some time to read through the conditions attached to the planning permission and their particular requirements.
- 2) All planning conditions and timeframes for their submission/implementation must be complied with in full, unless a subsequent application or appeal is made to vary or remove those conditions and is subsequently approved.
- 3) Applications to vary conditions attached to a planning permission can take up to 8 weeks to determine (13 weeks if relating to a major planning application). Appeals normally take much longer.

- 4) Applications for approval of details reserved by planning condition (more commonly referred to as condition discharge applications) can take approximately 8 weeks to determine.
- 5) Applicants should ensure that they submit any applications or appeals in good time, well in advance of any anticipated or scheduled start date for commencement of the development.
- 6) If any amendments are sought to the permission, either prior to commencement of development or during the development, the developer should contact the Planning Department at their earliest opportunity to establish what form of application will be required. Work should not continue until any amendments are approved in writing by the Local Planning Authority.
- 7) Fees are normally payable for applications for approval of details reserved by planning condition (condition discharge applications). The relevant application forms, associated fees and details of how to apply can be found on the Planning Portal: [www.planningportal.gov.uk](http://www.planningportal.gov.uk)
- 8) Should you have any queries relating to any part of the Planning Process the Council's Duty Planning Officer is available Mondays, Wednesdays and Fridays between the hours of 0900-1200 and can be contacted during those times on 01706 217 777 (Option 4).

Mike Atherton  
Planning Manager

## THE FOURTH SCHEDULE

### Owners' Covenants

#### 1. The Owner covenants with the Council as follows:

The Owner shall give notice in writing to the Council of their intention to commence the Development fourteen (14) calendar days prior to Commencement of the Development and shall give notice in writing of the date of Occupation of the 10<sup>th</sup> Dwelling on Site within 7 calendar days of each date arising.

#### 2. Payment of the contributions

2.1 The Owner will pay the Public Open Space Contribution to the Council on Occupation of 10 Dwellings on the Site.

2.2 The Owner shall not occupy or cause or permit to be Occupied more than 10 Dwellings constructed on the Site until such payment has been made.

2.3 The Contributions shall be subject to Indexation in accordance with clause 12.

**THE FIFTH SCHEDULE**  
**AFFORDABLE HOUSING**

The Owner hereby covenants with the Council as follows:

**Part 1**

1. Prior to commencement of Development to notify the Council in writing of the proposed Commencement of Development.
2. Prior to Commencement of the Development the Owner shall submit to the Council for approval the Affordable Housing Scheme comprising the Affordable Housing Mix. The scheme must include a plan or plans showing the plot number, location, plot boundaries and layout and including a programme and timetable for the provision of Affordable Housing Units and the Market Value Notice.
3. The Council will advise within 28 days of receipt of the Market Value Notice whether it approves the valuations, such approval not to be reasonably withheld or delayed, failing which the valuations provided in accordance with this paragraph shall be deemed to be approved by the Council.
4. Following approval of the Affordable Housing Scheme referred to at paragraph 2, the Owner shall lay out and deliver the Affordable Housing in full compliance with the approved Affordable Housing Scheme.
5. The Owner covenants with the Council not to Commence Development of any part of the Site unless a notice pursuant to paragraph 1 above has been served on the Council and the scheme referred to in paragraph 2 has been approved and the valuations have been approved or deemed approved in accordance with paragraph 3.

**Part 2**

**A. Construction of the Affordable Housing Units**

1. To construct and provide the Affordable Housing Units (comprising 30% of the Dwellings) in accordance with the Affordable Housing Scheme and as more particularly set out in this Agreement.
2. The Affordable Housing Units shall be used solely for the purpose of providing Affordable Housing. The Affordable Housing Units must only be Occupied by:
  - 2.1 Approved Persons (as the sole residence of such Approved Persons and their households);  
and
  - 2.2 By a person (and their household) being in Housing Need.
3. The Owner shall serve notice on the Council within fifteen (15) Working Days after the completion of construction of each of the Affordable Housing Units.
4. The Owner shall not occupy or allow more than 50% of the Dwellings to be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission (and for the avoidance of doubt completion of construction of the Affordable Housing Units shall not be achieved unless all the Services are connected and operating insofar as they serve the Affordable Housing Units and the Affordable Housing Units are safely accessible by both vehicles and pedestrians) and until either:
  - 4.1 The Shared Ownership Units and the Rented Units have been transferred pursuant to paragraph 1 of Part 2B to an Affordable Housing Provider;



- 4.2 been released from the Affordable Housing Provisions of this Agreement pursuant to paragraph 10 of Part 2B; or
- 4.3 an alternative scheme for providing Affordable Housing for Occupation by persons in Housing Need has been agreed pursuant to paragraph 9 of Part 2B.

**Part B Transfer of the Affordable Housing Units**

1. The Owner shall use all reasonable endeavours to enter into a contract to dispose of a freehold interest in all the Affordable Housing Units to one Affordable Housing Provider unless otherwise agreed in writing with the Council. The Owner shall use reasonable endeavours to agree with the Council the identity of the Affordable Housing Provider to which the Affordable Housing Units are to be transferred (and the Council) shall respond to any request for such agreement within twenty one (21) Working Days.
2. The agreement to dispose of any of the Affordable Housing Units to the Affordable Housing Provider must impose (inter alia) the following or equivalent terms:
  - 2.1 a restrictive covenant by the Affordable Housing Provider not to use the Affordable Housing Units other than for Occupation by Approved Persons for residential purposes for those in Housing Need and in accordance with the terms of this Agreement; and
  - 2.2 that the transfer of the Affordable Housing Units to the Affordable Housing Provider be free from any ground rent or encumbrances save for any existing encumbrances and such rights reservations and covenants as are necessary to enable the Owner to develop the Site in accordance with the Planning Permission and shall grant to the relevant Affordable Housing Provider such rights and covenants as are necessary to enable it to provide and beneficially use and enjoy the Affordable Housing Units; and
  - 2.3 the Owner shall not require the relevant Affordable Housing Provider to meet any of the Owner's legal or other conveyancing costs.
3. The Owner shall provide confirmation to the Council that an agreement for the transfer of the Affordable Housing Units to an Affordable Housing Provider has been entered into within ten (10) Working Days of it being entered into.
4. The Shared Ownership Units shall:
  - 4.1 be marketed and made available by the Affordable Housing Provider;
  - 4.2 meet the lease requirements in the definition of Shared Ownership Housing;
  - 4.3 be sold (by way of the grant of a lease) by the Affordable Housing Provider to Approved Persons;
  - 4.4 require (insofar as it is legally possible to do so) each Approved Person who acquires a Shared Ownership Unit to enter into an obligation in the document affecting the relevant disposal to occupy it as that person's sole or main residence; and
  - 4.5 remain as Affordable Housing in perpetuity.
5. The Rented Units shall:

5.1 be marketed and made available by the Affordable Housing Provider as Social Rented Housing (as appropriate and as determined by the Affordable Housing Scheme);

5.2 be granted on an assured tenancy (or any similar successor form of tenancy);

5.3 be let by the Affordable Housing Provider to Approved Persons;

5.4 remain as Affordable Housing in perpetuity.

6. Subject to compliance with paragraph 1 above, in the event the Owner has either:

6.1 not been able to identify an Affordable Housing Provider which is acceptable to the Council in accordance with this Schedule and which is ready willing and able to exchange unconditional contracts on commercially acceptable terms to the Owner for the purchase of all of the Affordable Housing Units; or

6.2 has identified an acceptable Affordable Housing Provider which was ready willing and able to exchange unconditional contracts for the purchase of the all of the Affordable Housing Units but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider)

in either case within six (6) months of the date of this Agreement then the provisions of the following paragraph shall apply.

7 Where the preceding paragraph applies, the Owner may at any time following the 6-month period referred to notify the Council that they have not exchanged contracts with an Affordable Housing Provider for the disposal of all of the Affordable Housing Units and the Council shall then use reasonable endeavours to identify a suitable Affordable Housing Provider which is ready able and willing to exchange contracts for the purchase of all of the Affordable Housing Units (or such as remain unsold) and the provisions of the following paragraph shall apply.

8 In the event that either:

8.1 the Council have not been able to identify an Affordable Housing Provider which is ready willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Owner; or

8.2 the Council had identified an Affordable Housing Provider which is ready and willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Owner but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider) in either case within six (6) months of the date upon which the Owner notified the Council under paragraph 7 then the provisions of the following paragraph shall apply.

9 Subject to the Owner providing written evidence to the Council of Affordable Housing Provider engagement and reasons why the transfer to the Affordable Housing Provider have not moved

forward, then the Council and the Owner (both acting reasonably) shall seek to agree an appropriate alternative scheme for providing Affordable Housing for Occupation by Approved Persons in Housing Need or as appropriate payment of a commuted sum for the provision of alternative Affordable Housing within the administrative area of the Council.

- 10 Where the Owner and the Council are not able to reach agreement in accordance with paragraph 9 above within one month of the Owner submitting such evidence, the Owner shall be entitled to dispose of the Affordable Housing Unit as an Market Unit, free from the restrictions within this Agreement, subject to payment of 55% of the Net Sales Proceeds for the Social Rented Properties and 40% of the Net Sales Proceeds for the Shared Ownership Properties to the Council as a commuted sum within 5 Working Days of legal completion, for the provision of alternative Affordable Housing within the administrative area of the Council

## 11 Recycling

11.1 As soon as reasonably possible following any Staircasing on a relevant Shared Ownership Unit an Affordable Housing Provider shall calculate the Staircasing Net Sale Proceeds for the relevant Shared Ownership Unit and the Recycling Percentage on that Staircasing of the Shared Ownership Unit and shall pay into a designated reserve fund held by the Affordable Housing Provider any Recycling Percentage received in respect of such Staircasing.

11.2 The Recycling Percentage may only be used by the Affordable Housing Provider for Recycling.

11.3 On any transfer of any Shared Ownership Unit(s) by one Affordable Housing Provider to another Affordable Housing Provider the outgoing Affordable Housing Provider shall (to the extent not spent or already allocated for spending on Recycling) transfer the balance of the Recycling Percentage attributable to such Shared Ownership Units to the incoming Affordable Housing Provider and pursuant to this deed the incoming Affordable Housing Provider shall meet the obligations contained in this Schedule in so far as these relate to Recycling of the Recycling Percentage received by it on Staircasing (whether this relates to those sums transferred to it by the outgoing Affordable Housing Provider or received on Staircasing after its date of acquisition).

11.4 In the event that the whole or any part of any Recycling Percentage has not been spent or allocated for spending on Recycling within five (5) years from the date of receipt by the Affordable Housing Provider, the monies or balance shall forthwith be released from any obligations pursuant to this Deed and be available for application by the Affordable Housing Provider in any manner which it considers appropriate, so long it has used all reasonable (but commercially prudent) endeavours to secure further Affordable Housing in the Borough.

11.5 The Affordable Housing Provider shall maintain records in respect of each of the Shared Ownership Unit(s) containing the name of the shared owner(s) and occupier(s) of the relevant Shared Ownership Unit and sufficient details of that person(s) to show that s/he is an Approved Person and the price or rent paid for the Shared Ownership Unit and details of the Staircasing and specifically the Staircasing Net Sale Proceeds and the Recycling Percentage calculations and (to the extent permitted by law) upon request must allow the Council to inspect those records and provide any relevant information in writing.

**THE SIXTH SCHEDULE**  
**PART 1**  
**ELIGIBILITY FOR THE SHARED OWNERSHIP UNITS**

1. An Approved Person should meet the following eligibility criteria for the Affordable Housing Units:
  - 1.1 applicants must have a local connection with the area in which they are seeking to live;
  - 1.2 applicants must be deemed to be in need of financial assistance to purchase a property on the open market;
  - 1.3 applicants must be able to demonstrate a housing need for a property type.
  
2. For the avoidance of doubt local connection means (not in order of priority):
  - 2.1 applicants who have previously had their only or principal home in the Borough for 6 out of the last 12 months or 3 out of the last 5 years; or
  - 2.2 applicants who for a period of 12 months prior to proposed Occupation of an Affordable Housing Unit had their principal place of work within the Borough ; or
  - 2.3 applicants who have immediately prior to the proposed Occupation of an Affordable Housing Unit one or more of their parents children or siblings living within the Borough for a continuous period of five years.
  
3. Applicants will be assessed on their current housing need.
  
4. The Affordable Housing Unit must be the applicants sole or principle home.
  
5. Applicants will only be authorised to proceed with the tenancy/lease (as applicable) after meeting the criteria above. Applicants will normally only be permitted to occupy Affordable Housing Units with an excess of one bedroom for their current housing need, however discretion may be showed where it is reasonable to expect a household's need increase.
  
6. Provided Always that notwithstanding the above the Council and Affordable Housing Provider may agree between themselves any amendment to the eligibility criteria set out in this Schedule where the Council shall deem it reasonable to do so and provided further that after such amendments are applied the applicant is able to demonstrate a housing need for a property type. The applicants must use the accommodation as their main and principal residence.
  
7. If after the Affordable Housing Units have been marketed for 6 months there is no interest from applicants who comply with paragraphs 1 and 2 applicants who are ordinarily resident within the Borough can be considered as well as applicants who can demonstrate a need for affordable housing.

**THE SIXTH SCHEDULE**  
**PART 2**  
**ELIGIBILITY FOR THE SOCIAL RENTED UNITS**

1. An Approved Person should meet the following Eligibility Criteria for the Social Rented Units:
  - 1.1 applicants must be deemed to be in Housing Need;
  - 1.2 applicants must have a local connection with the area in which they are seeking to live;
  - 1.3 applicants must be able to demonstrate a housing need for a property type.
  
2. For the avoidance of doubt local connection means (not in order of priority):
  - 2.1 applicants who have previously had their only or principal home in the Borough for 6 out of the last 12 months or 3 out of the last 5 years; or
  - 2.2 applicants who for a period of 12 months prior to proposed Occupation of an Affordable Housing Unit had their principal place of work within the Borough ; or
  - 2.3 applicants who have immediately prior to the proposed Occupation of an Affordable Housing Unit one or more of their parents children or siblings living within the Borough for a continuous period of five years.
  
3. For the avoidance of doubt applicants will be assessed on their current housing need.
  
4. For the avoidance of doubt the Social Rented Units must be the applicants sole or principle home.
  
5. Provided Always that notwithstanding the above the Council and Affordable Housing Provider may agree between themselves any amendment to the Eligibility Criteria where the Council shall deem it reasonable to do so and provided further that after such amendments are applied the applicant is able to demonstrate a housing need for a property type.
  
6. Upon allocation of the Affordable/ Social Rented Units for first lets and all subsequent lets the Affordable Housing Provider will confirm the details of each successful applicant detailing the criteria by which they qualify and the property address allocated to them and send this information to the Council.

## THE SEVENTH SCHEDULE

### VACANT BUILDING

1. Following submission of the Qualifying Application the Council shall determine whether any buildings existing (at the date of the Council's determination) within the Site are Vacant. The Qualifying Application shall include any evidence that they believe demonstrates that the buildings are Vacant, and for how long they have been Vacant and scale drawings showing accurately all of the floor space of the existing buildings on Site.
2. In the event the Council determines that any buildings within the Site are Vacant then the Council shall determine the gross floor space of the existing buildings that are Vacant.
3. The Council shall calculate the 'Vacant Building Credit' applicable to the Site, based on the most up to date Government guidance at the point of calculation.
4. The Affordable Dwelling Percentage may be changed as per the result of the above 'Vacant Building Credit' calculation, with the number of Affordable Housing Units to be provided rounded up to the nearest whole Dwelling.
5. The Council shall confirm to the Developer the revised Affordable Housing Percentage and the number of Affordable Housing Units (and tenures) to be constructed on the Site.

## THE EIGHTH SCHEDULE

### Owner's Covenants to the County Council

**The Owner covenants with the County Council as follows:**

1. Within 20 Working Days following the grant of a Reserved Matters Consent to notify the County Council's School Planning Team that a Reserved Matters Consent has been granted and request that the County Council calculates the Secondary Education Contribution relating to the said Reserved Matters Consent in accordance with this Deed.
2. The Owner will pay the Secondary Education Contribution to the County Council prior to the Occupation of the eighteenth Dwelling on the Site.

## THE NINTH SCHEDULE

### The Council's Covenants

#### Contributions

1. To use all Contributions (other than the Education Contribution) received from the Owner under the terms of this Agreement for the purposes referred to in the relevant definition and for no other purpose.
2. The Council covenants with the Owner that it will refund any Contributions (other than the Education Contribution) to the person who paid the relevant Contribution to the extent that such Contribution has not been expended in accordance with the provisions in this Agreement (and money shall be deemed to have been expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the Council of such sum.
3. When requested in writing the Council shall provide written confirmation of the discharge of obligations to the Council contained in this Agreement once the Council is satisfied (acting reasonably) that such obligations have been performed.



## THE TENTH SCHEDULE

### The County Council's Covenants

#### The County Council's Covenants with the Owner

1. Within 20 Working Days of written notice of Reserved Matters Consent to calculate the Secondary Education Contribution.

#### Calculation of Education Contributions

2. The calculation of the Secondary Education Contribution generally and of Spare Places shall be undertaken in the same manner as demonstrated in the County Council's Education Contribution Methodology – September 2020.
3. The County Council's pupil projections that are current at the time of the calculation shall be used.
4. For the avoidance of doubt, if the County Council's re-calculations show that the number of Spare Places in secondary schools has increased then there may be a reduction in the payment due in accordance with the re-calculated shortfall. If, however the re-calculated number of Spare Places is expected to exceed the calculated pupil yield from this development as per this Schedule, then no Secondary Education Contribution shall be payable.

#### **Contributions**

5. To use the Secondary Education Contribution received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid and for no other purpose.
6. The County Council covenants with the Owner that it will refund the Secondary Education Contribution to the person who paid the Contribution to the County Council to the extent that the Secondary Education Contribution has not been expended in accordance with the provisions in this Agreement (and money shall be deemed to have been expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the County Council of such sum.
7. When requested in writing the County Council shall provide written confirmation of the discharge of obligations to the County Council contained in this Agreement once the County Council is satisfied (acting reasonably) that such obligations have been performed.

**IN WITNESS** whereof the Council, the Owner, the Developer and the County Council have executed this Agreement as a Deed the date and year first before written.

**EXECUTED AS A DEED** by the  
**ROSSENDALE BOROUGH COUNCIL**

By affixing its common seal in the

Presence of: [REDACTED]

The common seal of **LANCASHIRE**  
**COUNTY COUNCIL**  
was affixed to this deed in the presence of

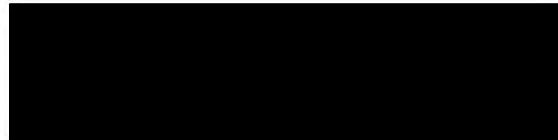


129932



[REDACTED]  
.....  
Authorised Officer

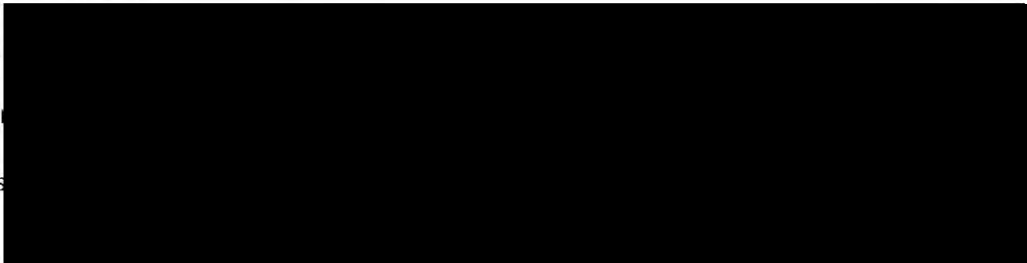
Executed as a DEED by Debbie Suzanne Roberts for **JAMES INDUSTRIAL LIMITED** under a Power of Attorney dated 28th June 2021 in the presence of:



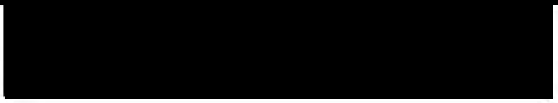
Witness Name :

Witness Signature

Witness Address



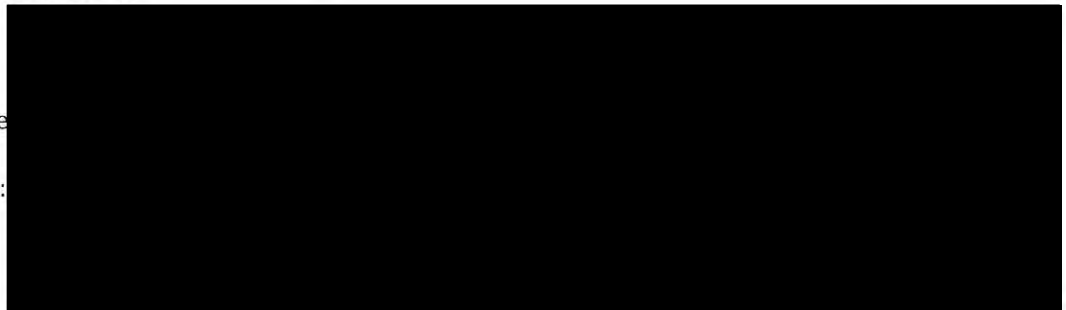
Executed as a DEED by Debbie Suzanne Roberts for **MOONPOINT LIMITED** under a Power of Attorney dated 24th June 2021 in the presence of:

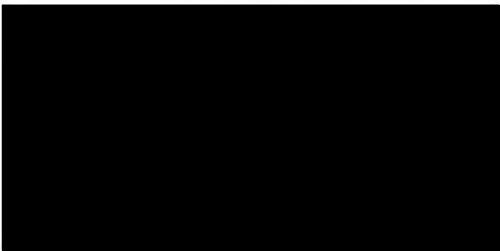
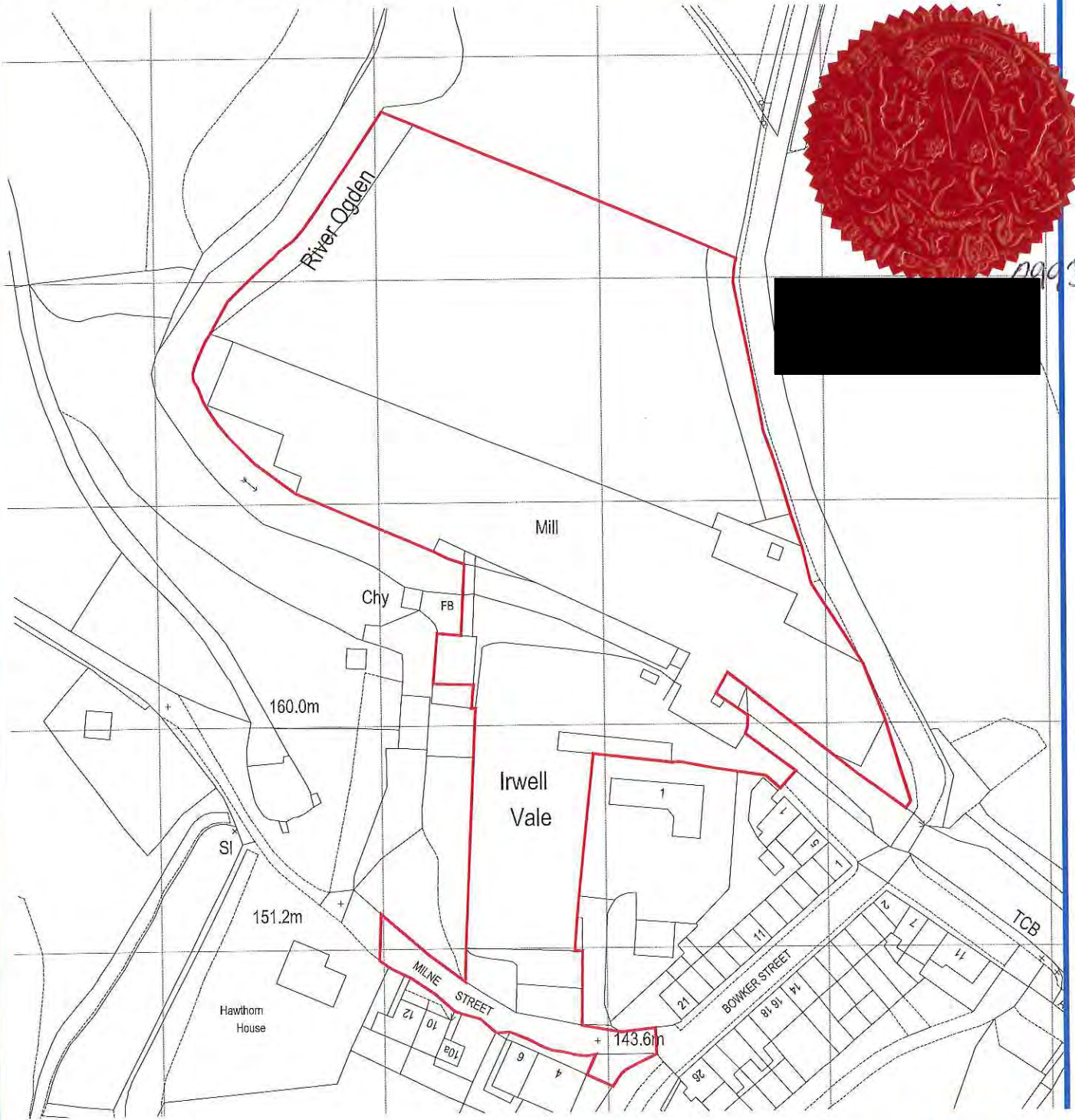


Witness Name :

Witness Signature

Witness Address :





**Barn Meadow House**  
Southold Field Farm  
Southfield  
Burnley  
Lancashire  
BB10 3RH  
Tel: 01282 601157  
Mbl: 07976 782876



1:1250 @ A4  
41118 10 19 20 25m

11556

Client	ESP
Project	Land at Irwell Vale Mill, Rossendale
Drawing Title	PLAN 01 (S106 Location Plan)
Drawing No.	1924E3F/VM-D-PN01

Revision:		Checked
A	Drawn: DGL Scale: 1:1250 @ A4 Drawn: 24th Feb 2021	Approved
E-mail:	derren.dgl@gmail.com	A4