

DATED:

31st July 2015

REAL ESTATE/069087-00232/JAWK/CCS

L\_LIVE\_EMEA1:26813835v2

# Agreement

between

ROSSENDALE BOROUGH COUNCIL

and

LANCASHIRE COUNTY COUNCIL

and

WEST REGISTER (PROPERTY INVESTMENTS)  
LIMITED

and

MARKS AND SPENCER PLC

under section 106 of the Town and Country Planning  
Act 1990 and relating to land at New Hall Hey Road,  
Rawtenstall

**Simmons & Simmons**

Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom  
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**THIS AGREEMENT** is dated 31st July 2015 and made

**BETWEEN:**

- (1) **ROSSENDALE BOROUGH COUNCIL**, (the "Council"), of The Business Centre, Futures Park, Bacup, Lancashire, OL13 0BE; and
- (2) **LANCASHIRE COUNTY COUNCIL**, (the "County Council"), of PO Box 78, County Hall, Preston, Lancashire, BB4 5HU; and
- (3) **WEST REGISTER (PROPERTY INVESTMENTS) LIMITED**, (the "Landowner"), registered in Scotland as company number SC140588 and having its registered office at 24/25 St Andrews Square, Edinburgh EH2 1AF; and
- (4) **MARKS AND SPENCER PLC**, (the "M&S"), registered in England and Wales as company number 214436 and having its registered office at Waterside House, 35 North Wharf Road, London W2 1NW.

**BACKGROUND:**

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located and considers it expedient in the interests of the proper planning of its area that the development of the Site should be restricted or regulated in accordance with this Agreement.
- (B) The County Council is the local highway authority for the purposes of the 1980 Act for the area within which the Site is located.
- (C) The Landowner is the freehold owner of the whole of the Site subject only to the M&S Contract but otherwise free from encumbrances that would prevent the Landowner entering into this Agreement.
- (D) M&S has entered into the M&S Contract with the Landowner to acquire a leasehold interest in the Site.
- (E) Pursuant to the Planning Application the Landowner applied to the Council for full planning permission for the Development.
- (F) The Council has decided to grant planning permission for the Development in accordance with the Planning Application subject to the making of this Agreement without which planning permission would not be granted.
- (G) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement are necessary to comply with the requirements of regulation 122 of the Regulations and that it may be enforced by the Council and the County Council against the Landowner and M&S and their respective successors in title.

**OPERATIVE PROVISIONS**

1. **Interpretation**

1.1 In this Agreement, the following words and expressions have the following meanings:

"1980 Act" the Highways Act 1980.

"1990 Act" the Town and Country Planning Act 1990.

"Commencement Date" the date specified in clause 3.

"Development" means as described on the Planning Application.

"Interest" means the base lending rate of the National Westminster Bank plc.

"M&S Contract" means a contract dated 12 February 2015 between (1) The Landowner and (2) M&S.

"New Permission" a planning permission authorising the redevelopment of the Site in a manner which would, if such redevelopment were completed, cause the Landowner and/or M&S to be in breach of any or all of the provisions contained in this Agreement.

"Original Agreements" means

- (i) a section 106 agreement dated 13 June 2007 relating to planning permission 2005/617 and signed by Rossendale Borough Council, Hurstwood Development Limited, Hurstwood Group Limited, Lancashire County Council and National Westminster Bank Plc, and
- (ii) a Section 106 agreement dated 13 June 2007 relating to planning permission 2007/030 and signed by Rawtenstall Borough Council, Hurstwood Developments Limited, Lancashire County Council and National Westminster Bank Plc; and
- (iii) a Supplemental Section 106 agreement dated 20 April 2010 relating to planning permission 2005/617 and 2007/030 and signed by Rossendale Borough Council, Hurstwood Developments Limited (in administration), Brian Green and David James Costley-Wood and National Westminster Bank Plc.

"Plan" the plan attached to this Agreement numbered 9447 L27.

"Planning Application" an application for and involving the variation and removal of conditions which were applied to planning permission 2007/030 and carrying the reference 2014/0384.

"Planning Permission" the planning permission that may be granted in pursuance of the Planning Application in the form set out in Schedule 1.

"Regulations" means the Community Infrastructure Levy Regulations 2010.

"Site" the freehold property known as the Retail Leisure and Business Park, New Hall Hey Road, Rawtenstall forming part of the property registered at HM Land Registry under the Title Number and shown for identification edged red on the Plan.

"Specialist" has the meaning given to it in clause 9.2 .

"Title Number(s)" LAN122010.

1.2 In this Agreement:

- (A) the clause headings do not affect its interpretation;

- (B) unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
  - (C) references to any statute or statutory provision include references to:
    - (1) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement; and
    - (2) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
  - (D) references to the Site include any part of it;
  - (E) references to any party in this Agreement include the successors in title of that party. In addition, references to the Council and the County Council include any successor local planning authority exercising planning powers under the 1990 Act and local highway authority exercising powers under the 1980 Act;
  - (F) "including" means "including, without limitation";
  - (G) any covenant by the Landowner or M&S not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
  - (H) where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
  - (I) if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.
- 1.3 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## 2. **Effect of this Agreement**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other enabling powers.
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council or the County Council of any of their statutory powers, functions or discretions in relation to the Site or otherwise.
- 2.4 This Agreement will be registered as a local land charge by the Council.
- 2.5 The obligations in this Agreement will not be enforceable against:

- (A) the buyers of an individual unit of occupation currently erected on the Site or to be erected on the Site pursuant to the Planning Permission; or
  - (B) a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Landowner or M&S to that statutory undertaker.
  - (C) a statutory undertaker after the grant of a lease of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Landowner or M&S to that statutory undertaker.
- 2.6 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.
3. **Commencement Date**
- 3.1 The obligations contained in clauses 4.1 to 4.3 and Schedule 2 referred to in those clauses do not come into effect until the date on which any of the units of occupation currently erected or to be erected on the Site is first brought into beneficial use pursuant to the Planning Permission (subject to the provisions of clause 3.2).
- 3.2 The commencement of beneficial use referred to in Clause 3.1 above shall not include occupation for the purposes of fitting out or marketing of any unit of occupation comprised in the Development.
4. **Obligations of the parties**
- 4.1 The Landowner agrees with the Council and the County Council to comply with the obligations set out in Schedule 2 in relation to the Development.
- 4.2 The County Council agrees with the Landowner and M&S to comply with the obligations set out in Schedule 2.
- 4.3 The Council agrees with the Landowner and M&S that it will issue the Planning Permission within two working days of the date of this Agreement.
- 4.4 The Council and the County Council agree with the Landowner and M&S to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council and the County Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 4.5 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs subject always to Clause 4.1 above, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 4.5.

4.6 If any payment due under this Agreement is paid late Interest will be payable from the date payment is due to the date of actual payment.

## 5. Termination of this Agreement

5.1 This Agreement will come to an end if:

(A) subject to clause 5.2, the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable;

(B) the Planning Permission expires before the Commencement Date without having been implemented; or

(C) at any time after the date of this Agreement, the Council or any other competent authority grants a New Permission under which development is implemented for the purposes of section 56 of the 1990 Act.

5.2 Clause 5.1(A) will not apply in respect of any minor modifications to the Planning Permission or the Development agreed from time to time between the Council and the Landowner and M&S prior to the Commencement Date.

5.3 Where the Agreement comes to an end under clause 5.1 the Council is to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site.

5.4 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.

## 6. Notices

6.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

6.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.

6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

(A) if delivered by hand, at the time of delivery;

(B) if sent by post, on the second working day after posting; or

(C) if sent by recorded delivery, at the time delivery was signed for.

6.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.

6.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied

7. **Costs of this Agreement**

7.1 Upon completion of this Agreement the Landowner is to pay to the Council and the County Council their reasonable and proper legal costs totalling £525.00 in connection with the preparation, negotiation and completion of this Agreement.

8. **Release of Original Agreements**

8.1 From the Commencement Date, the Landowner, M&S, the Council and the County Council agree that the Original Agreements will be released to the extent that there remain any obligations outstanding and the Original Agreements will not be capable of being enforced by the Council or the County Council after the Commencement Date.

8.2 Within 5 working days of the Commencement Date, the Council is to place a note against the entry relating to the Original Agreements in the Local Land Charges Register stating that the Original Agreements are no longer effective nor capable of being enforced.

9. **Determination of disputes**

9.1 Subject to clause 9.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 9. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

9.2 For the purposes of this clause 9 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.

9.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 9.4.

9.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

9.5 The Specialist is to act as an independent expert and:

- (A) each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;
- (B) each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;
- (C) the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;



- (D) the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
- (E) the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- (F) the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.

9.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 9, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

9.7 This clause 9 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

## 10. **Community infrastructure levy**

10.1 For the purposes of this clause, "CIL" means a tax, tariff or charge introduced by the Council pursuant to regulations enabled by the Planning Act 2008 or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name.

10.2 If, after the date of this Agreement, a CIL is introduced that is applicable to the Development then the parties to this Agreement will use reasonable endeavours to agree variations to this Agreement with the intent that:

- (A) the planning benefits secured by this Agreement should continue to be secured and delivered; and
- (B) the Landowner and M&S should not be in a position where they are in a financially worse position because of CIL in respect of the obligations contained in Schedule 2 than they would be if they performed the obligations in this Agreement and no CIL had been introduced.

## 11. **Jurisdiction**

11.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales.

11.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

## 12. **Execution**

The parties have executed this Agreement as a deed and it is delivered on the date set out above.

## SCHEDULE 1 : PLANNING PERMISSION

## Rossendale Borough Council

### APPLICATION FOR PLANNING PERMISSION

Town and Country Planning Act 1990

**Applicant Name:**  
**Notice Recipient:**

West Register (Property Investments) Ltd  
Miss Annabel Partridge  
Unit 8

Ashbrook Office Park  
Longstone Road  
Heald Green  
Greater Manchester  
M22 5LB

#### Part 1 – Particulars of Application:

Dated Received: **26th September 2014**

Application Number: **2014/0384**

Proposed Works: Variation of Conditions 3, 4 and 20 (varied to widen the range of goods) that can be sold from the Retail Park. Conditions 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21 and 22 to be removed. Conditions 3, 4 and 20 to be replaced with a single condition that permits 1162 sq.m gross of the floorspace to sell all Class A1 goods (including convenience foods) and ancillary uses and 5026 sqm to sell all Class A1 goods except food and ancillary uses from Planning Approval 2007/10030.

Location: New Hall Hey Road Rawtenstall Rossendale

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

#### Summary Reason For Approval

Whilst the proposals are considered to not accord with aspects of policy AVP 4 and policy 11 of the adopted Core Strategy, it is considered that a sufficient case has been advanced for approval in conjunction with appropriate conditions and planning contributions. Most specifically, it has been demonstrated through sequential site assessment and impact assessment in line with national and local plan policies that the proposals will not unacceptably impact on the vitality and viability of Rawtenstall town Centre and other neighbouring town and local district centres subject to appropriate conditions. Together with the benefits that are considered to accrue from the development, most particularly job creation, reduction in spend leakage from the borough and bringing vacant /derelict buildings and land back into use and the contributions that are to be made to improve connectivity to the site, it is considered on balance the proposals accord with NPPF sections 1.2 and 4 and Adopted Core Strategy policies 1.8, 9, 11, 22 and 24.

#### **CONDITIONS:**

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: To accord with Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development shall be brought forward in accordance with drawing number: 9447PL04 C

Reason: To ensure the development complies with the consent sought and already approved and for the avoidance of doubt.

3. All units must have a minimum floor area of 740 sq.m gross.

Reason: To ensure the proposed development does not adversely affect the viability and vitality of neighbouring town and local district centres and in the interests of Highway Safety and to ensure the consent accords with the evidence submitted in support of the proposals and to ensure the proposal is consistent with the submitted Traffic Assessment including car parking provision assessment, in accordance with policies 8, 11 and 24 of the RBC Core Strategy (2011).

4. The maximum gross internal floorspace of the development shall not exceed 6,188 sq.m including ground floor and mezzanine floorspace.

Reason: To ensure the proposed development does not adversely affect the viability and vitality of neighbouring town and local district centres and in the interests of Highway Safety, to ensure the consent accords with the evidence submitted in support of the proposals and to ensure the proposal is consistent with the submitted Traffic Assessment, in accordance with policies 8, 11 and 24 of the RBC Core Strategy (2011).

5. Notwithstanding the Town and Country Planning Act (Use Classes) Order 1987 or any order amending, revoking or re-enacting that Order only 1,162 sq.m of the development shall be used for food sales excluding floorspace classed as ancillary to the main use of the unit. The area permitted for food sales is restricted to that highlighted yellow on drawing number: 9447PL07 A.

Reason: To ensure the development complies with the consent sought and to ensure the proposed development does not adversely affect the viability and vitality of neighbouring town and local district centres and in the interests of Highway Safety, to ensure the consent accords with the evidence submitted in support of the proposals and to ensure the proposal is consistent with the submitted Traffic Assessment, in accordance with policies 8, 11 and 24 of the RBC Core Strategy (2011).

6. Notwithstanding the Town and Country Planning Act (Use Classes) Order 1987 or any order amending, revoking or re-enacting that Order, floorspace classed as ancillary shall be a maximum of 15% of the total gross floorspace of each unit.

Reason: To ensure the proposed development does not adversely affect the viability and vitality of neighbouring town and local district centres and in the interests of Highway Safety and to ensure the consent accords with the evidence submitted in support of the proposals and to ensure the proposal is consistent with the submitted Traffic Assessment including car parking provision assessment, in accordance with policies 8, 11 and 24 of the RBC Core Strategy (2011).

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

7. Within three months of the occupation of the site, a plan to show the floorspace for each unit shall be submitted to the Local Planning Authority. Should revisions to unit size take place, revised floorplans shall be submitted to the Local Planning Authority within three months of the revision taking place.

Reason: To ensure the proposed development does not adversely affect the viability and vitality of neighbouring town and local district centres and in the interests of Highway Safety and to ensure the consent accords with the evidence submitted in support of the proposals and to ensure the proposal is consistent with the submitted Traffic Assessment including car parking provision assessment, in accordance with policies 8, 11 and 24 of the RBC Core Strategy (2011).

8. Notwithstanding the Town and Country Planning Act (Use Classes) Order 1987 Town and Country Planning (General Permitted Development) (England) Order (2015) or any order amending, revoking or re-enacting that Order no more than 15% of the area highlighted yellow on drawing reference: 9447PL07 A shall be used as an ancillary café (Use Class A3).

Reason: To ensure the proposed development does not adversely affect the viability and vitality of neighbouring town and local district centres and in the interests of Highway Safety and to ensure the consent accords with the evidence submitted in support of the proposals and to ensure the proposal is consistent with the submitted Traffic Assessment including car parking provision assessment, in accordance with policies 8, 11 and 24 of the RBC Core Strategy (2011).

9. Prior to the first use of each unit of the development hereby permitted, a final Travel Plan consistent with the Framework Travel Plan (ref.TPMA) 1210 revision A relating to the particular unit shall be submitted to and approved in writing by the Local Planning Authority unless otherwise first agreed in writing with the Local Planning Authority. The Travel Plan shall be completed and carried out in accordance with the details approved and will be updated and audited at intervals as approved.

Reason: To ensure a multi-modal transport provision for the development and reduce traffic impact on the local road network in the interests of Highway Safety and Sustainability, in accordance with policy 24 of the RBC Core Strategy (2011).

10. Prior to first occupation of any of the units, a Car Park Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan will be implemented and managed in accordance with the details approved.

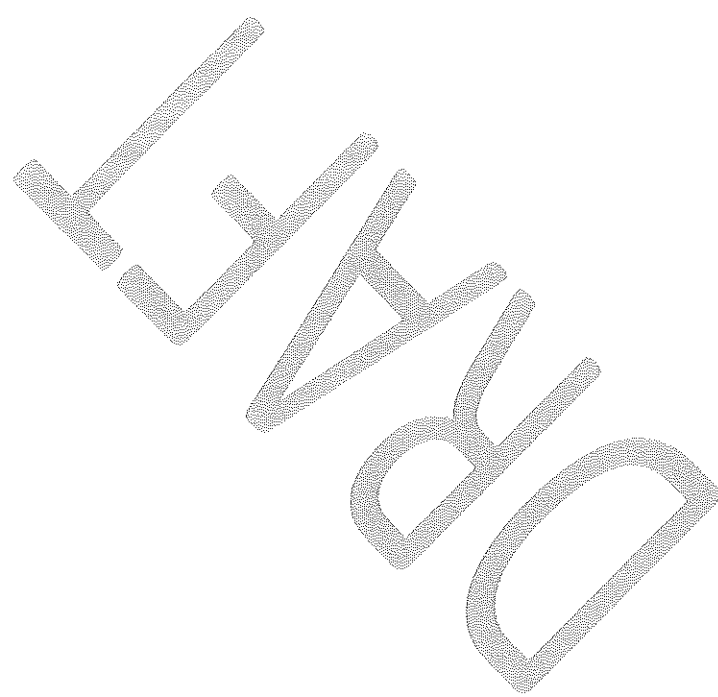
Reason: In the interests of Highway Safety and to ensure the consent accords with the evidence submitted in support of the proposals and to ensure the proposal is consistent with the submitted Traffic Assessment including car parking provision assessment, in accordance with policies 8, 11 and 24 of the RBC Core Strategy (2011).

Date:

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

Signed:

Stephen Stray  
Planning Unit Manager



**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 approved 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 9 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 Oxford City Council requiring the Council to buy your interest in the land. You can do this under Section 137 of 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) 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 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)).

## SCHEDULE 2 : CONTRIBUTION

### 1. Defined terms

In this Schedule, the following words and expressions have the following meanings:

"Contribution" two hundred thousand pounds (£200,000)

"Payment Date" prior to the Commencement Date

"Specified Period" Five years from and including the Payment Date

"Specified Use" The enhancement of linkages between New Hall Hey Retail Park and the town centre through:

- (i) The re-routing of a local bus service to New Hall Hey
- (ii) The installation of two bus stops at New Hall Hey
- (iii) Improvements to the footpath and cycle path/facilities between New Hall Hey and Rawtenstall Train Station
- (iv) Works to improve pedestrian linkages between Rawtenstall Train Station and the town centre

"Unallocated Amount" the amount, if any, of the Contribution that has not been expended or otherwise committed by the County Council for the Specified Use at the end of the Specified Period together with interest for the period beginning on the Payment Date and ending on the last day of the Specified Period

### 2. Payment of the Contribution

- 2.1 The Landowner agrees with the Council and the County Council that the Landowner will pay the Contribution to the County Council on or before the Payment Date to be used towards the Specified Use and for no other purpose save as agreed pursuant to paragraph 2.2 of this Schedule.
- 2.2 The County Council agrees with the Landowner and M&S to use the Contribution only for the Specified Use and for no other purpose unless otherwise agreed in writing by the Landowner and M&S.
- 2.3 The County Council agrees with the Landowner and M&S that the County Council will repay the Unallocated Amount to the party that paid it within one month of the end of the Specified Period.

Executed as a Deed by affixing  
the common seal of  
ROSSENDALE BOROUGH COUNCIL  
in the presence of:



NO. IN SEAL  
REGISTER  
115162

Authorised signatory



Executed as a Deed by affixing  
the common seal of LANCASHIRE  
COUNTY COUNCIL  
in the presence of:

)  
)  
)  
)



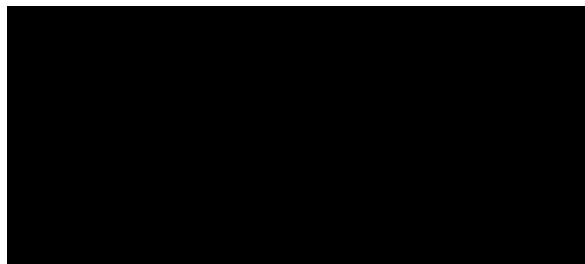
24444

Member of the council—Specify

Clerk or alternate—Specify.



Signed as a deed by



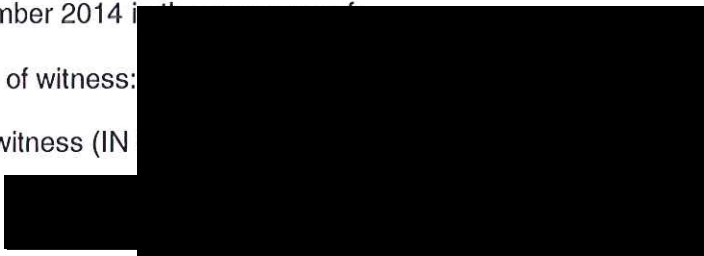
as attorneys for  
**WEST REGISTER (PROPERTY  
INVESTMENTS) LIMITED**  
under a power of attorney dated  
19 September 2014

Attorney for west Register (Property  
Investments) Limited

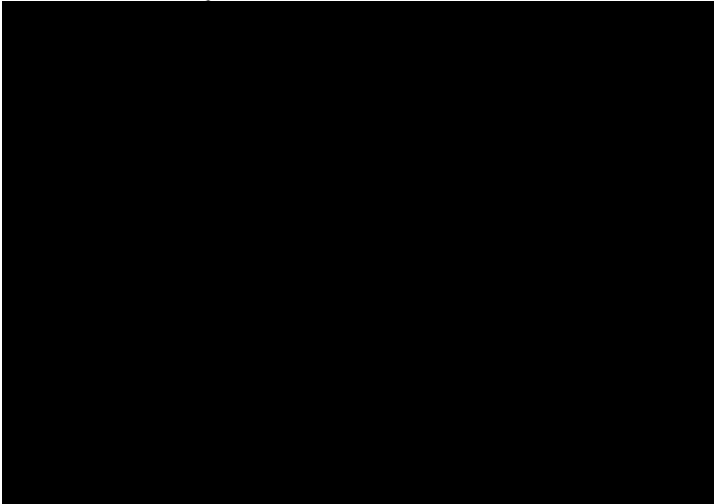
Signature of witness:

Name of witness (IN

Address:



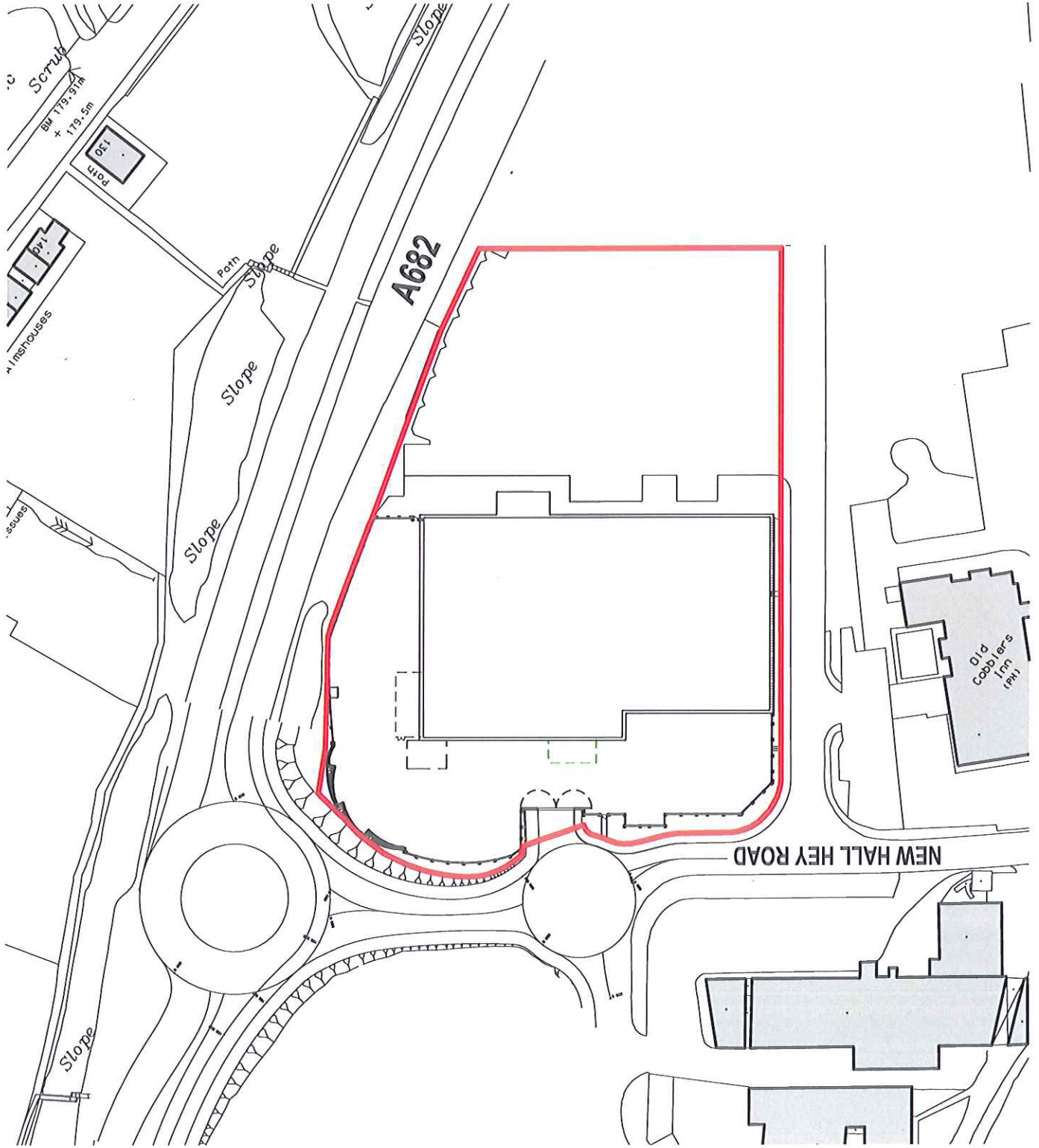
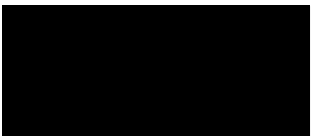
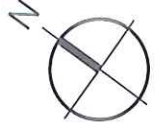
Signed by )  
**MARKS AND SPENCER P.L.C.** )  
acting by two duly appointed )  
attorneys in the presence of: )



*Syvan*

Witness address: Marks and Spencer P.L.C., 5 Merchant House, Paddington Basin, W2 1AS





REV. DATE NOTES INIT.

CLIENT / PROJECT  
**BARNFIELD CONSTRUCTION LTD**  
**NEW HALL HEY**  
**RAWTENSTALL**



DRAWING TITLE  
**SITE LOCATION PLAN**

STATUS  
**PLANNING**

DATE 20.05.15 DRAWN **AJP** SCALE @ A4 1:1250

PROJECT NUMBER	UNIT / BLOCK	CI / SFB CODE	TYPE & NUMBER	REVISION LETTER

DRAWING NO. **9447** L27

Site Location Plans Sections	L	GA Plans Details	P	D	Elevations	Prefix Colour	C

**THE RATCLIFFE GROVES PARTNERSHIP**

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