

Dated 5 May 2022

ROSSENDALE BOROUGH COUNCIL

And

NORMAN CROOK

And

HEATON GROUP MANCHESTER LIMITED

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A PLANNING OBLIGATION BY AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

relating to land off Blackwood Road, Stacksteads

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

THIS AGREEMENT is made the 5 day of May 2022

BETWEEN

- (1) ROSSENDALE BOROUGH COUNCIL of Futures Park, Bacup. OL13 0BB ("the Council")
- (2) NORMAN CROOK whose registered office is at [REDACTED] ("the Owner")
- (3) HEATON GROUP MANCHESTER LIMITED (Company Number 08480568) whose registered office is at 2-4 Wigan Road, Hindley, Wigan, Lancashire, England, WN2 3BE ("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 Developer has applied to the Council pursuant to the Act for permission to develop the Site under Application reference 2021/0500 and enters into this Agreement with the intention that it is bound by the obligations contained herein.
- 1.3 The Owner is the freehold owner of the Site which is registered at the Land Registry under title number LAN204880 with title absolute and title number LAN198744 with title possessory.
- 1.4 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act and Owners is the persons against whom such obligations are enforceable in respect of the Site.
- 1.5 The Owner has agreed to enter into this Agreement so as to create planning obligations in favour of the Council 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.
"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: Six Dwellings as Social Rented Units; and Seven Dwellings as Shared Ownership Units

	to be located in the positions shown on the plan annexed at Appendix 1 with each Dwelling to have the number of bedrooms that it is labelled with (with 2b being for two bedroomed properties and 3b being for three bedroomed properties).
"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 13 Dwellings (comprising of 30% of the total number of Dwellings on the Development) 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 full planning permission numbered 2021/0500 for the demolition of the existing two storey detached dwelling and the development of the Site for 41 Dwellings with vehicular access, landscaping/open space and associated works
"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;
"Biodiversity Contribution"	means the sum of £5,500 (five thousand, five hundred pounds) to fund habitat management and biodiversity improvement at Stacksteads Countryside Park
"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.



“Communal Area”	Means the area to be maintained by the Owner being the landscaping area shown hatched orange on the plan annexed hereto at Appendix 2.
“Contributions”	means the Biodiversity 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.
“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
“Net Sales Proceeds”	means the amount received by the Owner in respect of the sale of the relevant Affordable Housing Unit on the open market (or, if higher, the Market Value of such Dwelling on the assumption that the requirement to use the Dwelling as an Affordable Housing Unit does not apply) less the reasonable cost of construction of such Dwelling
“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 full 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.
"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) (in respect of a Shared Ownership Unit) has Staircased to 100% of the equity in that dwelling.
"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: (a) in the case of the sale of a Social Rented Unit (as referred to in paragraph 12.1 of Part 2B of the Fifth Schedule) 100% of the Rented Net Sale Proceeds; and (b) in the case of Staircasing 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
"Rented Net Sale Proceeds"	means the net consideration received by an Affordable Housing Provider on the sale of a Social Rented Unit (as referred to in paragraph 12.1 of Part 2B of the Fifth Schedule) based on the value of the relevant Dwelling after the deduction of all reasonable costs and expenses of an Affordable Housing Provider for such sale being its administrative costs, valuation costs, loan costs and legal costs and fees and any taxation liability arising.



“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 Owner in writing.
“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 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
“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” and “Staircased” 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.
“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.
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- 2.2 The expressions "the Council", "the Owner" and "the Developer" shall where the context admits includes 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 the successors to its 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 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 against the Owner.
- 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) paragraph 1 of the Fourth Schedule (notice of intended Commencement of Development) and paragraphs 1 and 2 of the 5<sup>th</sup> Schedule (pre-commencement obligations) which shall come into effect immediately upon completion of this Agreement.

**5. The Covenants of the Owner**

5.1 The Owner 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, Sixth and Seventh Schedules.

**6. The Covenants of the Council**

6.1 The Council hereby covenants with the Owner to perform the obligations on its part specified in the Fifth Schedule and the Eighth Schedule.

6.2 Subject always to clause 7.9, the Council agrees with the Owner to act reasonably properly and diligently in exercising its discretion and discharging its functions under the agreement. In particular where any notice consent approval or authorisation agreement or other similar affirmation is required under the terms of this agreement, the Council will not unreasonably withhold or delay such notice consent approval authorisation agreement or other similar affirmation.

**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 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 shall be deemed valid and effectual if on its face value it is signed on behalf of the 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 the Council by the Head of Planning;



- 7.5 No person shall be liable for breach of a covenant, condition, restriction or obligation 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 Part 2A and Part B of the Fifth Schedule and the Sixth Schedule, this Agreement shall not be enforceable against:
- 7.6.1 owner-occupiers or tenants of any Affordable Housing Units constructed pursuant to the Planning Permission or against those deriving title therefrom;
- 7.6.2 any mortgagee or chargee of an owner-occupier of an Affordable Housing unit or any receiver appointed by such a mortgagee
- 7.7 This Agreement shall not be enforceable against:
- 7.7.1 owner-occupiers or tenants of the Market Units 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 Unit 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, service company 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;
- 7.8.3 a local authority or other statutory body to whom any part of the Site is disposed of for use as public open space or any other public amenity area pursuant to a planning agreement or otherwise;
- 7.9 Nothing in this Agreement restricts or is intended to restrict the exercise at any time by the 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 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 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 in exercise of any other statutory function.
- 7.19 In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of such application references to the Planning Permission in this Agreement shall be to the new planning permission granted pursuant to Section 73 of the Act as well and this Agreement shall apply to and remain in full force in respect of that new planning permission (and the original Planning Permission) without the need for a further agreement to be entered into pursuant to Section 106 of the Act

## **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 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 £2,500 (two thousand five hundred pounds) plus any applicable VAT as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this Deed.

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

- 10.1 The Owner agrees 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**

- 11.1 The Developer consents to its interest in the Site being bound hereby and covenants with the 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.

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**

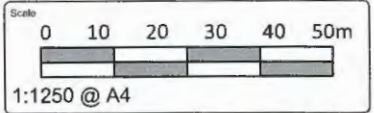
14.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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 off Blackwood Road, Stacksteads being the land registered at the Land Registry under Title Numbers LAN204880 and LAN198744 shown edged red on the attached Plan



**Notes**

Figured dimensions are to be used in all cases. Dimensions should not be scaled from drawing unless for planning application purposes.

All existing dimensions should be checked on site before commencement of the works.

Land Registry and ownership boundaries are produced by Studio KMA using all reasonable endeavours. Studio KMA cannot be held responsible for scale discrepancies in plans supplied by others.

Any discrepancies in dimensions should be clarified with the Architect at the address below prior to commencement of the works.

No deviation from this drawing will be permitted without the prior written consent of the Architect.

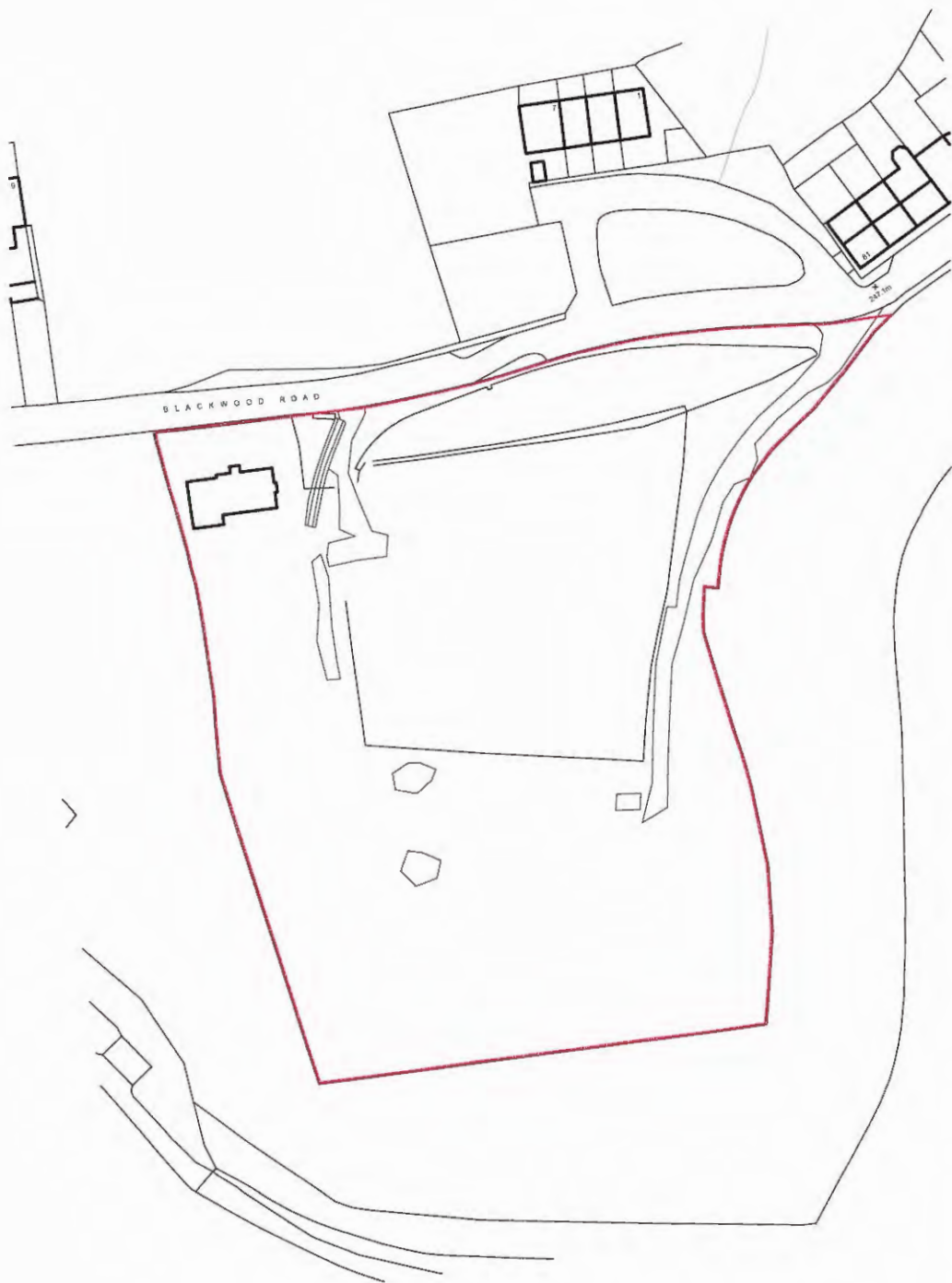
This drawing is to be read in conjunction with all the relevant Mechanical and Electrical drawings.

This drawing is to be read in conjunction with the relevant Structural Engineer's drawings, structural calculations and recommendations.

This drawing is to be read in conjunction with the relevant Fire Safety Strategy drawings.

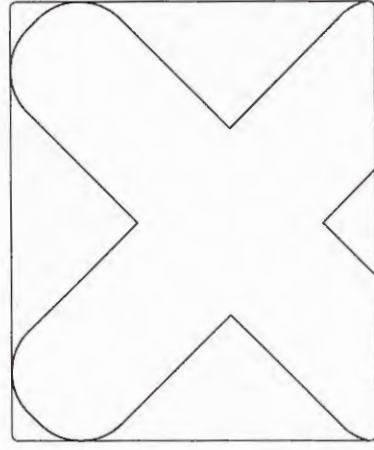
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**Revision Notes**

Rev.	Date	Revision Description	Drawn	Checked
P1	03.06.21	Initial Issue	CTW	AT



**Project Name**  
Stacksteads  
Blackwood Road

**Drawing Title**  
Location Plan

**Drawing Number**  
SBR-KMA-XX-XX-DR-A-7000

<b>Project Number</b> T0942	<b>Status</b> A3 Planning	<b>Revision</b> P1
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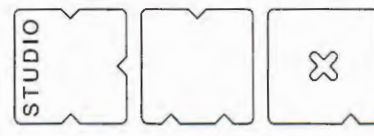
<b>Drawn by</b> CTW	<b>Authorised by</b> AT	<b>Date</b> 03.06.21
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**THE SECOND SCHEDULE**  
**DESCRIPTION OF THE DEVELOPMENT**

Full planning permission for the demolition of the existing two storey detached dwelling and the development of the Site for 41 Dwellings with vehicular access, landscaping/open space and associated works.

Application No: 2021/0500

**THE THIRD SCHEDULE  
DRAFT PLANNING PERMISSION**

**GRANT OF PLANNING PERMISSION**  
Town and Country Planning Act 1990

<b>Name and Address of Applicant:</b> Mr John Heaton 2-4 Wigan Road Hindley Wigan WN2 3BE	<b>Name and Address of Agent:</b> Mrs Jane Martin 1 Sandlebridge Farm Mill Lane Alderley Edge SK9 7TD United Kingdom
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**Part 1 – Particulars of Application:**

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**Date Received:** 17th September 2021

**Application Number:** 2021/0500

**Proposed Works:** Full: Proposed demolition of existing two-storey detached dwelling and proposed construction of 41 no. new dwellings with vehicular access, landscaping/open space and associated works.

**Location:** Land South Of Blackwood Road Stacksteads

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**Part 2- Particulars of Decision**

The Rossendale Borough Council hereby gives notice in pursuance of the provisions of the Town and Country Planning Act that PERMISSION HAS BEEN GRANTED for the carrying out of the development in Part 1 hereof in accordance with the application and plans submitted and the following condition(s)

**CONDITIONS:**

1. The proposed development must be begun not later than three years from the date of this permission.

**Reason:** Required to be imposed by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development shall be carried out in accordance with the following plans and documents unless otherwise required by the conditions below:

- Application Form
- 3231-F01 Rev D Potential Site Access Plan



- Transport Statement August 2021
- 7000\_T0942\_SBR\_XX\_XX\_DR\_A\_7000\_A3\_P1 Location Plan
- 7101\_T0942\_SBR\_XX\_XX\_DR\_A\_7101\_A3\_P2 Proposed Site Plan
- 7102\_T0942\_SBR\_XX\_XX\_DR\_A\_7102\_A3\_P2 Proposed Block Plan
- 7103\_T0942\_SBR\_XX\_XX\_DR\_A\_7103\_A3\_P2 Proposed Landscape Plan
- 7104\_T0942\_SBR\_XX\_XX\_DR\_A\_7104\_A3\_P2 Proposed Affordable Housing Plan
- 7206\_T0942\_SBR\_XX\_XX\_DR\_A\_7206\_A3\_P3 House Type N.03
- 7209\_T0942\_SBR\_XX\_XX\_DR\_A\_7209\_A3\_P2 Aerial View 01
- 7210\_T0942\_SBR\_XX\_XX\_DR\_A\_7210\_A3\_P2 Aerial View 02
- 7211\_T0942\_SBR\_XX\_XX\_DR\_A\_7211\_A3\_P2 Street Scene 01
- 7212\_T0942\_SBR\_XX\_XX\_DR\_A\_7212\_A3\_P2 Street Scene 02
- 7213\_T0942\_SBR\_XX\_XX\_DR\_A\_7213\_A3\_P2 Street Scene 03
- 7214\_T0942\_SBR\_XX\_XX\_DR\_A\_7214\_A3\_P2 Street Scene 04
- 7215\_T0942\_SBR\_XX\_XX\_DR\_A\_7215\_A3\_P2 Street Scene 05
- 7216\_T0942\_SBR\_XX\_XX\_DR\_A\_7216\_A3\_P2 House Type A.03 (Elevations)
- 7217\_T0942\_SBR\_XX\_XX\_DR\_A\_7217\_A3\_P2 House Type D.03 (Elevations)
- 7218\_T0942\_SBR\_XX\_XX\_DR\_A\_7218\_A3\_P2 House Type F.03 (Elevations)
- 7219\_T0942\_SBR\_XX\_XX\_DR\_A\_7219\_A3\_P2 House Type H.03 (Elevations)
- 7220\_T0942\_SBR\_XX\_XX\_DR\_A\_7220\_A3\_P2 House Type K.03 (Elevations)
- 7221\_T0942\_SBR\_XX\_XX\_DR\_A\_7221\_A3\_P2 House Type L.03 (Elevations)
- 7222\_T0942\_SBR\_XX\_XX\_DR\_A\_7222\_A3\_P2 House Type N.03 (Elevations)
- 7223\_T0942\_SBR\_XX\_XX\_DR\_A\_7223\_A3\_P2 House Type P.03 (Elevations)
- 7224\_T0942\_SBR\_XX\_XX\_DR\_A\_7224\_A3\_P2 House Type Q.03 (Elevations)
- 7200\_T0942\_SBR\_XX\_XX\_DR\_A\_7200\_A3\_P2 House Type A.03 (Floor Plans)
- 7201\_T0942\_SBR\_XX\_XX\_DR\_A\_7201\_A3\_P2 House Type D.03 (Floor Plans)
- 7202\_T0942\_SBR\_XX\_XX\_DR\_A\_7202\_A3\_P2 House Type F.03 (Floor Plans)
- 7203\_T0942\_SBR\_XX\_XX\_DR\_A\_7203\_A3\_P2 House Type H.03 (Floor Plans)
- 7204\_T0942\_SBR\_XX\_XX\_DR\_A\_7204\_A3\_P2 House Type K.03 (Floor Plans)
- 7205\_T0942\_SBR\_XX\_XX\_DR\_A\_7205\_A3\_P2 House Type L.03 (Floor Plans)
- 7206\_T0942\_SBR\_XX\_XX\_DR\_A\_7206\_A3\_P2 House Type N.03 (Floor Plans)
- 7207\_T0942\_SBR\_XX\_XX\_DR\_A\_7207\_A3\_P2 House Type P.03 (Floor Plans)
- 7208\_T0942\_SBR\_XX\_XX\_DR\_A\_7208\_A3\_P2 House Type Q.03 (Floor Plans)
- 13937-FRA and Drainage Strategy-01
- 13937-SUDS Proforma-01
- 20186 Phase I Desk Study - December 2020
- Land at Blackwood Road, Bacup - Ecological Impact Assessment (18th August 2021 Rev. B)
- Biodiversity Net Gain Assessment (20th August 2021 Rev. A)
- Planning and Affordable Housing Statement (final)
- SE0926\_02\_LSP01\_GS Landscape Proposal Rev. D
- Waste Management Statement (T0942\_WMS)
- Design and Access Statement (T0942\_SBR-KMA-XX-XX-RP-A-0001-A3-P1\_DAS July 2021)
- Tree Survey and Arboricultural Implications Assessment (11th January 2021 Rev. A)
- Proposed Private Land Area Plan (7105\_T0942\_SBR\_XX\_XX\_DR\_A\_7105\_A3\_P1)

**Reason:** To ensure the development complies with the approved plans and submitted details

3. Prior to the commencement of any development on site, full details of the following (including 1m x 1m sample panels constructed on site in a location easily visible from the highway close to the boundary of the site) shall be submitted to and approved by the Local Planning Authority in writing:

- a) Details of the colour, form and texture of all external facing and roofing materials to the proposed dwellings
- b) Details of the colour, form and texture of all hard ground surfacing materials.

Notwithstanding the above, the stone used in the construction of the dwellings shall be natural coursed stone, and the roofs shall be natural blue slate.

The development thereafter shall be constructed utilising the approved materials.

**Reason:** 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.

4. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any subsequent legislation amending or superseding that Order), the landscaped / planted / grassed areas to the front elevations of the approved dwellings shall not at any time be removed or replaced with hard surfacing unless planning permission for such works has first been obtained from the Local Planning Authority.

**Reason:** In the interests of visual amenity.

5. No development shall take place until full details of any proposed exterior lighting on the development has been submitted to and approved in writing by the Local Planning Authority. The lighting scheme shall be designed in such a way as to minimise any negative impacts on nocturnal wildlife. The development shall thereafter be implemented in accordance with the approved details.

**Reason:** In the interests of biodiversity

6. No development shall take place until a Reasonable Avoidance Measures Method Statement (RAMS) in relation to badgers has 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 the interests of biodiversity

7. No vegetation clearance shall take place on the site in the bird nesting season (March to August inclusive) unless a survey has been undertaken by a qualified ecologist immediately prior to clearance and has confirmed that no nesting birds are present. The results of the survey shall be submitted to and approved in writing by the Local Planning Authority prior to any such clearance works taking place.

**Reason:** In the interests of biodiversity.

8. No development shall take place until a Construction Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall detail all measures to be taken during development on the site to avoid harm to the environment and ecology both on site and in the surrounding area. The development shall thereafter be implemented in accordance with the approved details.

**Reason:** In the interests of biodiversity

9. No infiltration of surface water drainage into the ground where adverse concentrations of land contamination are known or suspected to be present is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details.

**Reasons:** For the ongoing protection of the Water Environment from risks arising from land contamination



10. Piling or any other foundation designs using penetrative methods shall not take place other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

**Reason:** For the future protection of the Water Environment from risks arising from land contamination

11. Notwithstanding any information submitted with the application, no development shall take place 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:** To mitigate risks posed by land contamination, and to protect the environment.

12. Pursuant to condition 11 and prior to first occupation of any dwelling on site, 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.

If a phased approach to delivering / occupying the dwellings on site is proposed by the developer, it will be acceptable for verification to occur on a plot-by-plot basis (each phase will require a separate application to discharge this condition for the plots concerned).

**Reason:** To mitigate risks posed by land contamination, and to protect the environment.

13. The development permitted by this planning permission shall be carried out in accordance with the principles set out within the flood risk assessment (July 2021, 13937-FRA & Drainage Strategy-01, Waterco).

The measures shall be fully implemented prior to first occupation of any dwelling (of each phase) and in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority in consultation with the lead local flood authority.

**Reason:** To ensure satisfactory sustainable drainage facilities are provided to serve the site.

14. No development shall commence in any phase until a detailed, final surface water sustainable drainage strategy for the site has been submitted to, and approved in writing by, the local planning authority.

The detailed sustainable drainage strategy shall be based upon the site-specific flood risk assessment and indicative sustainable drainage strategy submitted (July 2021, 13937-FRA & Drainage Strategy-01, Waterco) and sustainable drainage principles and requirements set out in the National Planning Policy Framework, Planning Practice Guidance and Defra Technical

Standards for Sustainable Drainage Systems and no surface water shall be allowed to discharge to the public foul sewer(s), directly or indirectly.

Those details shall include, as a minimum:

- a) Sustainable drainage calculations for peak flow control and volume control (1 in 1, 1 in 30 and 1 in 100 + 40% climate change), with allowance for urban creep.
- b) Final sustainable drainage plans appropriately labelled to include, as a minimum:
  - i. Plan identifying areas contributing to the drainage network, including surface water flows from outside the curtilage as necessary;
  - ii. Sustainable drainage system layout showing all pipe and structure references, dimensions, design levels;
  - iii. Details of all sustainable drainage components, including landscape drawings showing topography and slope gradient as appropriate;
  - iv. Flood water exceedance routes in accordance with Defra Technical Standards for Sustainable Drainage Systems;
  - v. Finished Floor Levels (FFL) in AOD with adjacent ground levels for all sides of each plot to confirm minimum 150mm+ difference for FFL;
  - vi. Details of proposals to collect and mitigate surface water runoff from the development boundary;
  - vii. Measures taken to manage the quality of the surface water runoff to prevent pollution, protect groundwater and surface waters, and delivers suitably clean water to sustainable drainage components;
- c) Evidence of an assessment of the site conditions to include site investigation and test results to confirm infiltration rates and groundwater levels in accordance with industry guidance.

The sustainable drainage strategy shall be implemented in accordance with the approved details.

**Reason:** To ensure satisfactory sustainable drainage facilities are provided to serve the site.

15. No development shall commence until details of how surface water and pollution prevention will be managed during each construction phase have been submitted to and approved in writing by the local planning authority.

Those details shall include for each phase, as a minimum:

- a) Measures taken to ensure surface water flows are retained on-site during construction phase(s) and, if surface water flows are to be discharged they are done so at a restricted rate to be agreed with the Lancashire County Council LLFA.
- b) Measures taken to prevent siltation and pollutants from the site into any receiving groundwater and/or surface waters, including watercourses, with reference to published guidance.

The development shall be carried out in accordance with the approved details.

**Reason:** To ensure the development is served by satisfactory arrangements for the disposal of surface water during each construction phase(s) and 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.

16. No dwelling on any phase of the development hereby permitted shall be occupied until a Verification Report and Operation and Maintenance Plan for the lifetime of the development, pertaining to the surface water drainage system and prepared by a suitably competent person, has been submitted to and approved by the Local Planning Authority.



The Verification Report must demonstrate that the sustainable drainage system has been constructed as per the agreed scheme (or detail any minor variations), and contain information and evidence (including photographs) of details and locations (including national grid reference) of inlets, outlets and control structures; landscape plans; full as built drawings; information pertinent to the installation of those items identified on the critical drainage assets drawing; and, the submission of a final 'operation and maintenance manual' for the sustainable drainage scheme as constructed.

Details of appropriate operational, maintenance and access requirements for each sustainable drainage component are to be provided, with reference to published guidance, through an appropriate Operation and Maintenance Plan for the lifetime of the development as constructed. This shall include arrangements for adoption by an appropriate public body or statutory undertaker, and/or management and maintenance by a Management Company and any means of access for maintenance and easements, where applicable. Thereafter the drainage system shall be retained, managed and maintained in accordance with the approved details.

**Reason:** To ensure that flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property and ecological systems, and to ensure that the development as constructed is compliant with and subsequently maintained pursuant to the requirements of Paragraph 168 of the National Planning Policy Framework

17. No development shall take place, including any works of demolition or site clearance, until a Construction Management Plan (CMP) or Construction Method Statement (CMS) has been submitted to, and approved in writing by the local planning authority. The approved plan / statement shall provide:

- o 24 Hour emergency contact number.
- o Details of the parking of vehicles of site operatives and visitors.
- o Details of loading and unloading of plant and materials.
- o Arrangements for turning of vehicles within the site.
- o Swept path analysis showing access for the largest vehicles regularly accessing the site and measures to ensure adequate space is available and maintained, including any necessary temporary traffic management measures.
- o Measures to protect vulnerable road users (pedestrians and cyclists).
- o The erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate.
- o Wheel washing facilities.
- o Measures to deal with dirt, debris, mud or loose material deposited on the highway as a result of construction.
- o Measures to control the emission of dust and dirt during construction.
- o Details of a scheme for recycling/disposing of waste resulting from demolition and construction works.
- o Construction vehicle routing.
- o Delivery, demolition and construction working hours.

The approved Construction Management Plan or Construction Method Statement shall be adhered to throughout the construction period for the development.

**Reason:** In the interests of the safe operation of the adopted highway during the demolition and construction phases.

18. The new estate road shall be constructed in accordance with Lancashire County Council's Specification for Construction of Estate Roads to at least base course level before any development takes place within the site.

**Reason:** To ensure that satisfactory access is provided to the site before the development hereby permitted becomes operative.

19. No part of the development hereby approved shall be occupied until all the highway works (new vehicle access including footways and drop crossings with tactile paving) have been constructed and completed in accordance with a scheme that shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority.

**Reason:** In order that the traffic generated by the development does not exacerbate unsatisfactory highway conditions in advance of the completion of the highway scheme/works

20. . Notwithstanding the requirements contained in any other conditions, development shall not take place on the site outside of the following hours:

07:30 - 18.30 Monday to Friday  
09.00 - 13.00 Saturday

There shall be no development on site on Sundays or on Public / Bank Holidays.

**Reason:** In the interests of neighbour amenity

21. All of the recommendations contained within the approved Arboricultural Method Statement shall be implemented prior to any other development works taking place on site. Tree protective fences shall be maintained in situ for the duration of the works.

**Reason:** In order to protect trees being retained on site

22. Planting plan No. SE0926-02-LSP01-GS Rev. D shall be implemented in full as part of the development except the first clause regarding tree protection which should be ignored in deference to the measures contained within the approved Arboricultural Method Statement.

Any trees or shrubs which within ten years of being planted on site die, become diseased or are damaged / removed shall be replaced in the following planting season with similar specimens of the same species.

**Reason:** In the interests of ensuring that the approved landscaping and planting details are implemented and are successful for the lifetime of the development

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

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

Date:

Signed: *Mike Atherton*

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 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**

### **Owner's Covenants**

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

- 1.1 The Owner shall give notice in writing to the Council of their intention to commence the Development not less than seven (7) calendar days prior to Commencement of the Development.
- 1.2 The Owner shall give notice in writing to the Council of the anticipated date of Occupation of each of the 1st, 20th and the 40th Dwelling on Site at least seven (7) calendar days prior to such anticipated date arising.

#### **2. Payment of the contributions**

- 2.1 The Owner will pay the Biodiversity Contribution to the Council on the date hereof.
- 2.2 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 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 20 of the Dwellings on the Site to be Occupied until six 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 six Affordable Housing Units have been transferred pursuant to paragraph 1 of Part 2B to an Affordable Housing Provider;

- 4.2 the six Affordable Housing Units have 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.
5. The Owner shall not occupy or allow more than 40 of the Dwellings on the Site to be Occupied until the remaining seven 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:
  - 5.1 the remaining seven Affordable Housing Units have been transferred pursuant to paragraph 1 of Part 2B to an Affordable Housing Provider;
  - 5.2 the remaining seven Affordable Housing Units have been released from the Affordable Housing Provisions of this Agreement pursuant to paragraph 10 of Part 2B; or
  - 5.3 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 (with preference being given to Affordable Housing Providers who operate in and/or are local to the Borough) 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; and
  - 4.6 be let via B-with-us or any subsequent Choice Based Lettings partnership that the Council is a member of from time to time.
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 a Tenancy;
  - 5.3 be let by the Affordable Housing Provider to Approved Persons;
  - 5.4 remain as Affordable Housing in perpetuity; and
  - 5.5 be let via B-with-us or any subsequent Choice Based Lettings partnership that the Council is a member of from time to time.
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)

- 6.3 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 together with evidence of how it is complied with paragraph 1 above and the Council shall then (subject to the Council being satisfied that the Owner has complied with paragraph 1 above and in the event that the Council is not so satisfied the time periods in paragraph 1 shall begin to run for a further six months after which a new notice under this paragraph 7 may then be served if the necessary conditions are satisfied) 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 to the Council 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 (subject to the Council having first agreed the Net Sales Proceeds figure with the Owner for the relevant Dwelling prior to such



disposal) within 5 Working Days of legal completion, for the provision of alternative Affordable Housing within the administrative area of the Council

## 11. Recycling – Shared Ownership

- 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 together with details of any Recycling undertaken and the aggregate Recycling Percentage held by the Affordable Housing Provider in respect of any Shared Ownership Units that have Staircased in its designated reserve fund and upon request must allow the Council to inspect those records and provide any relevant information in writing.
- 11.6 The Affordable Housing Provider shall report to the Council on an annual basis on each Staircasing together with the information referred to at paragraph 11.5 and shall provide any further information that the Council requests in respect of compliance with this paragraph 11.

## 12. Recycling – Rented Housing

- 12.1 As soon as reasonably possible following any disposal of a Social Rented Unit to either:
- a) someone who 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) someone who 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
  - c) the Affordable Housing Provider shall calculate the Rented Net Sale Proceeds for the relevant Social Rented Unit and the Recycling Percentage on such sale and shall pay into a designated reserve fund held by the Affordable Housing Provider any Recycling Percentage received in respect of such sale.
- 12.2 The Recycling Percentage may only be used by the Affordable Housing Provider for Recycling.
- 12.3 On any transfer of any Social Rented 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 Social Rented 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 a sale referred to at paragraphs (a) or (b) of paragraph 12.1 (whether this relates to those sums transferred to it by the outgoing Affordable Housing Provider or received on sale after its date of acquisition).
- 12.4 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 reasonable (but commercially prudent) endeavours to secure further Affordable Housing in the Borough.
- 12.5 The Affordable Housing Provider shall maintain records in respect of each of the Social Rented Unit(s) containing the price paid for the Social Rented Unit and details of the sale and specifically the Social Rented Net Sale Proceeds and the Recycling Percentage calculations together with details of any Recycling undertaken and the aggregate Recycling Percentage held by the Affordable Housing Provider in respect of any Social Rented Units that have been sold in its designated reserve fund and

upon request must allow the Council to inspect those records and provide any relevant information in writing.

- 12.6 The Affordable Housing Provider shall report to the Council on an annual basis on each sale made pursuant to paragraph 12.1 together with the information referred to at paragraph 12.5 and shall provide any further information that the Council requests in respect of compliance with this paragraph 12.

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

1. An Approved Person should meet the following eligibility criteria for the Shared Ownership 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 principal 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  
ADDITIONAL OWNER COVENANTS**

The Owner covenants with the Council that:

1. it shall, prior to first Occupation, submit to the Council a plan for the management and maintenance of the Communal Area and shall liaise with the Council (both parties acting reasonably) to allow the Council to approve such plan.
2. the Development shall not be Occupied until the plan referred to at paragraph 1 has been approved by the Council.
3. the Owner shall reasonably and properly maintain the Communal Area in perpetuity in accordance with the plan approved by the Council pursuant to paragraph 2 and the Owner shall levy a service charge from the owners and/or occupiers of the Dwellings in respect of such management and maintenance.
4. in the event that the Owner fails to comply with the objectives of the covenants set out in paragraphs 1 – 4 (in respect of the ongoing maintenance and management of the Communal Area) the Owner acknowledges that the Council may serve notice on the Owner detailing any works that it considers to be reasonably required to manage and maintain the Communal Area (the Default Notice) and giving to the Owner at least four weeks' notice (the Notice Period) to undertake and complete such works. The Owner shall comply with the requirements in the Default Notice prior to the expiry of the Notice Period.
5. in the event that the Owner fails to comply with the requirements in the Default Notice by the end of the Notice Period the Owner grants the Council licence to access the Communal Area with workmen, plant and machinery to carry out the works required to remedy the default and in such circumstances the Owner covenants to pay to the Council on demand the Council's reasonable costs incurred in carrying out such works, paying interest at 4% above the base rate of the Bank of England from the date of issue of a demand for payment by the Council to the Owner.
6. it shall allow the Council to have access to the Property at all reasonable times to monitor compliance with the covenants in this Schedule and that it will provide the Council with such information as the Council shall request from time to time to verify or check such compliance.
7. The Owner shall pay to the Council the following monitoring fees:
  - (a) a Contribution monitoring fee in the sum of £55 being 1% of the Biodiversity Contribution at the same time as payment of the Public Open Space Contribution
  - (b) an Affordable Housing monitoring fee in the sum of £1,000 on the date of service of the notice of Occupation of the first in time of the Affordable Housing Units pursuant to paragraph 1 of the First Schedule

- (c) a monitoring fee of £1,000 in respect of the monitoring of the obligations at paragraphs 1 – 5 of this Seventh Schedule on the date of service of the notice of Commencement of Development pursuant to paragraph 1 of the First Schedule.

## **THE EIGHTH SCHEDULE**

### **The Council's Covenants**

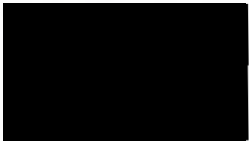
#### **Contributions**

1. To use all Contributions 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 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.
4. To provide the Payer such evidence as the payer may reasonably require to confirm the expenditure of the sums paid by the payer under this agreement

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

No. IN SEAL REGISTER

EXECUTED AS A DEED by the  
ROSSENDALE BOROUGH COUNCIL



By affixing its common seal in the  
Presence of:

Deputy  
Monitoring officer

SIGNED as a deed by  
NORMAN CROOK



in the presence of:



Witness Signature:

Witness Name (in caps):

JOHN WALTON

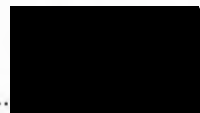
Witness Address:



Witness Occupation:

FACTORY SUPERVISOR

EXECUTED as a deed by  
HEATON GROUP MANCHESTER LIMITED



(Sign)

by a Director

JOHN HEATON

(Name)

in the presence of:

Witness Signature:



Witness Name (in caps):

ELISE CLAYTON

Witness Address:



Witness Occupation:

PERSONAL ASSISTANT

**Appendix 1**  
**Affordable Housing Plan**





**Appendix 2**  
**Communal Area Plan**

