

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**

relating to the development of land at
Lawsonsteads Farm, to the East of Clitheroe
Road, Whalley

Dated : 9th November 2012

Ribble Valley Borough Council (1)

Lancashire County Council (2)

Alan Coates and Peter Coates (3)

Walton & Co

2 Queen Street

Leeds

LS1 2TW

DATE

9th November

2012

PARTIES

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (hereinafter referred to as "**the Council**")
- (2) **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter referred to as "**the County Council**")
- (3) **ALAN COATES AND PETER COATES** both of Hill Farm, Hill Lane, Hurst Green, Lancashire, BB7 9QT (hereinafter referred to as "**the Owner**")

INTRODUCTION AND BACKGROUND

- 1 The Council is the district planning authority and a local planning authority for the purposes of the Act for the area in which Site is situated.
- 2 The County Council is the education authority for the purposes of the Education Act 1996 and the local highway authority for the purposes of the 1980 Act for the area in which the Site is situated.
- 3 The County Council is also the county planning authority for the purposes of the Act for the area in which the Site is situated.
- 4 Both the Council and the County Council are therefore local planning authorities for the purposes of section 106 of the Act
- 5 The Owner is the freehold owner of the Site with title absolute registered under Land Registry Title No. LAN102087.
- 6 The Application has been submitted to the Council for the Development and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 7 The Council resolved on 11th October 2012 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act" means the Town and Country Planning Act 1990;

"Affordable Housing" has the meaning given to it in Annex 2 of the NPPF;

"Affordable Housing Provider" means a housing association or registered social landlord which has (unless otherwise agreed in writing with the Council) a Nomination Agreement in place with the Council and is registered in accordance with Part 1 Chapter 1 of the Housing Act 1996 or any other registered provider of social housing as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Acts) or any company or other body approved by the Tenant Services Authority or Home and Communities Agency for receipt of social housing grant;

"Affordable Housing Scheme" means the scheme for the provision of the Affordable Housing Units to be submitted to and approved by the Council pursuant to paragraphs 1.4 and 1.5 of the Third Schedule;

"Affordable Housing Units" means those Dwellings which are to be provided as Affordable Housing and **"Affordable Housing Unit"** shall be construed accordingly;

"Affordable Rented Housing" has the meaning given to it in Annex 2 of the NPPF and **"Affordable Rented Housing Units"** shall be construed accordingly;

"Application" means the application for outline planning permission for the Development registered by the Council on 9th August 2012 and allocated the Council reference number 3/2012/0687/P;

"BCIS" means the BCIS General Building Cost Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same);

“BCIS Indexation Factor” means the recalculation of a financial contribution to be made under this agreement by applying the following formula

$$A \times \frac{B}{C} = D$$

Where:

A = the contribution payable under this Deed

B= the figure shown in BCIS for the period immediately prior to the date of payment under this agreement

C = the figure shown in BCIS for the period last published before the date of this agreement and

D = the recalculated sum payable under this Deed

“Chargee” means any mortgagee or chargee of an Affordable Housing Provider or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

“Commencement of Development means for the purposes of this Deed the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out pursuant to the Planning Permission other than operations consisting of site clearance, demolition work, archaeological investigations, site preparation including earthworks, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, the erection of any temporary means of enclosure and the temporary display of site notices or advertisements and **“Commence Development”** and **“Commence the Development”** shall be construed accordingly;

“Development” means the development of the Site with mixed use development comprising residential (Use Class C3); nursing home (Use Class C2); car parking; open space; and ancillary landscaping pursuant to the Planning Permission;

“Dwelling” means a dwelling (including a house flat or maisonette) falling (for the avoidance of doubt) within Class C3 of the Town and Country Planning (Use Classes) Order 1987 which is to be constructed as part of the Development pursuant to the Planning Permission;

“Education Contribution” means the sum of £279,573 (two hundred and seventy nine thousand five hundred and seventy three pounds) to be used by the County Council in the following proportions:

(a) £209,442 (two hundred and nine thousand four hundred and forty two pounds) of the Education Contribution shall be applied towards additional primary school provision within a three mile radius of the Development; and

(b) £70,131 (seventy thousand one hundred and thirty one pounds) of the Education Contribution shall be applied towards additional secondary school provision within a three mile radius of the Development;

"Homes and Communities Agency" means the Homes and Communities Agency or any successor government agency that funds and is responsible for the delivery of new Affordable Housing in England;

"Intermediate Affordable Housing" has the meaning given to it in Annex 2 of the NPPF and **"Intermediate Affordable Housing Units"** shall be construed accordingly;

"Lifetime Homes Standard" means the Foundation for Lifetime Homes and Neighbourhoods' Lifetime Homes Standard as set out in the document entitled "Lifetime Homes Design Guide" (published 4th November 2011) subject to such modifications and replacements thereto, or an equivalent standard;

"Market Dwellings" means those Dwellings which comprise general market housing for sale on the open market and which are not Affordable Housing;

"Nomination Agreement" means a nomination agreement between the Council and an Affordable Housing Provider in the form of Agreement annexed hereto at the Seventh Schedule;

"NPPF" means the Department for Communities and Local Government document entitled "National Planning Policy Framework" (March 2012) or any replacement or modification thereof in force from time to time;

"Occupation" and "Occupied" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, occupation for marketing or display or occupation in relation to security operations and **"Occupy"** shall be construed accordingly;

"Plan" means the plan attached to this Deed numbered PL1158.M.100;

"Planning Permission" means the outline planning permission subject to conditions to be granted pursuant to the Application in the form annexed at the Second Schedule;

“Practical Completion” means the issue of a certificate of practical completion by the Owner’s architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party’s architect and **“Practically Completed”** shall be construed accordingly;

“Priority Order” means the following cascading order of persons to whom an Affordable Housing Unit must be offered in accordance with paragraph 1.9 of the Third Schedule:

- (a) In the first instance where at least one ordinarily resident member of a household is a person who in the reasonable opinion of the Affordable Housing Provider is in housing need and who:
 - (i) were born in the Whalley parish;
 - (ii) currently live within the Whalley parish and have done so for at least the past 12 months (proof of residence for the relevant period must be provided in the form of the electoral roll or (if such persons are not on the electoral roll) utility and council tax bills);
 - (iii) used to live in the Whalley parish for not less than three years but was forced to move away because of the lack of Affordable Housing;
 - (iv) currently work in the Whalley parish and have done so for at least the past 12 months;
 - (v) currently has a close family member (mother, father, brother, sister, son, daughter) living in the Whalley parish and who have done so for not less than three years.
 - (vi) is the wife, husband or civil partner (as defined in the Civil Partnership Act 2004) or is the resident dependent (such as a child) of such a person specified in (i) to (vi) above.
- (b) In the second instance (if no ‘first instance’ occupier has entered into an agreement for the purchase or lease of the Affordable Housing Unit within two months of the date of commencement of marketing of the Affordable Housing Unit to prospective ‘first instance’ occupiers) at least one ordinarily resident member of a household is a person who in the reasonable opinion of the Affordable Housing Provider is in housing need who satisfies any one or more of the ‘first instance’ criteria above but in respect of any named adjoining parishes namely:
 - (i) Read

(ii) Sabden

(iii) Wiswell

(iv) Little Mitton

(v) Billington and Langho

(c) In the third instance (if no 'second instance' occupier has entered into an agreement for the purchase or lease of the Affordable Housing Unit within two months of the date of commencement of marketing of the Affordable Housing Unit to prospective 'second instance occupiers) where at least one ordinarily resident member of a household is a person in housing need who satisfies any or more of the 'first instance' criteria above but in respect of the Ribble Valley administrative area as a whole;

(d) In the fourth instance (if no 'third instance' occupier has entered into an agreement for the purchase or lease within two months of the date of commencement of marketing of the Affordable Housing Unit to prospective 'third instance' occupiers of the Affordable Housing Unit) where at least one ordinarily resident member of a household is a person who satisfies the Affordable Housing Provider's own eligibility criteria.

"Protected Tenant" means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has been granted a shared ownership lease by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

"Reserved Matter" means any one of access, appearance, landscaping, layout and scale as defined by Article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2010 and **"Reserved Matters"** shall be construed accordingly;

“Reserved Matters Approval” means the approval or approvals pursuant to the Planning Permission of the Reserved Matters required for the carrying out of the Development;

“Retail Prices Index” means the Retail Price Index (All Items) produced by the Office for National Statistics or any successor body and where the Retail Prices Index is abolished the nearest comparable index;

“Site” means the land against which this Deed may be enforced as shown edged red on the Plan and more particularly described in the First Schedule;

“Social Rented Affordable Housing” has the meaning given to it in Annex 2 of NPPF and **“Social Rented Affordable Housing Units”** shall be construed accordingly;

“Tenant Services Authority” means the Tenant Services Authority or any replacement government agency that regulates Affordable Housing and housing associations in England;

“Travel Plan” means the Framework Travel Plan dated March 2012 prepared by Bryan G Hall (Reference 10-228-004.01) and submitted as part of the Application;

“Travel Plan Sum” means the sum of £6,000 (six thousand pounds) such sum to be applied by the County Council towards Travel Plan support, promotion, monitoring and evaluation;

“Use Class” means a class of use set out in the Town and Country Planning (Use Classes) Order 1987 (as amended);

“Working Days” means any day of the week other than Saturday Sunday or any bank holiday;

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 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.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act Section, 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act which bind the Site and each and every part thereof and (insofar as such obligations affect land within their administrative areas) are enforceable against the Owner and its successors in title by the Council and County Council in their capacity as local planning authority.

4 CONDITIONALITY

4.1 This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of this Clause 4 and Clauses 1, 2, 3, 7, 8, 9, 10, 11 and 12 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out in the Third Schedule.

5.2 The Owner covenants with the County Council as set out in the Fourth Schedule.

6 THE COUNCIL'S COVENANTS AND THE COUNTY COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner as set out in the Fifth Schedule.

6.2 The County Council covenants with the Owner as set out in the Sixth Schedule.

7 MISCELLANEOUS

7.1 Upon completion of this Deed:

(a) the Owner shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed up to a maximum of £330 (three hundred and thirty pounds); and

(b) the Owner shall pay to the County Council the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed in the sum of £250 (two hundred and fifty pounds).

7.2 A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

7.3 This Deed shall be registrable as a local land charge by the Council.

7.4 The parties agree with one another to act reasonably and in good faith in fulfilment of the objectives of this Deed and in particular where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:

(a) the Council by the Strategic Housing Officer or any other officer exercising the functions of the Strategic Housing Officer from time to time; and

(b) the County Council by the Executive Director of Environment (in respect of matters relating to the Travel Plan Sum) or the Executive Director for Children and Young People (in respect of matters relating to the Education Contribution) or any other officer exercising their respective functions from time to time.

7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed:
- (a) to the extent that such breach relates to any part of the Site in which that person has no interest; and/or
 - (b) which occurs after that person has parted with their interest in the Site or if it be part only the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which they shall continue to be liable.
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 The obligations contained in this Deed shall not be binding on or enforceable against:
- (i) (save for the obligations contained in paragraph 1.9 of the Third Schedule which apply to the Affordable Housing Units) lessees or purchasers Occupying or entitled to Occupy the Dwellings or their mortgagee or chargees;
 - (ii) any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on any part or parts of the Site unless (but subject always to the preceding and remaining provisions of this Deed) such mortgagee or charge has entered into possession of the Site or any part thereof to which such obligation relates.
 - (iii) any lessee or purchaser owning an interest in or Occupying or entitled to Occupy the nursing home forming part of the Development (Use Class C2);
 - (iv) a statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

7.11 The Owner hereby agrees to notify the Council and the County Council of the Commencement of Development within 7 days of the occurrence of the same PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent the Commencement of Development or the operation of this Deed

7.12 The Owner hereby agrees to notify the Council and where appropriate the County Council of the reaching of any of the Occupation thresholds relating to Dwellings contained in this Deed such notification to be given as soon as is reasonably practicable following the reaching of such threshold.

8. WAIVER

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

9 VAT

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

10 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

11 DELIVERY

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.

12 DISPUTES

12.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction then the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the dispute, disagreement or difference arising.

12.2 Failing the resolution of any such dispute, disagreement or difference within the said 20 Working Days the dispute, disagreement or difference shall be referred for determination in accordance with the provisions of this clause 12 on the reference of any of the parties to the dispute, disagreement or difference.

- 12.3 The dispute, disagreement or difference shall be referred to the decision of a single expert (the "**Expert**") qualified to deal with the subject matter of the dispute, disagreement or difference who shall either be jointly nominated by the parties within a period of 5 Working Days following a failure of the parties to resolve the dispute, disagreement or difference pursuant to clause 12.2 above or failing agreement on such nomination the Expert shall be nominated by the President for the time being of the Law Society of England and Wales.
- 12.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.
- 12.5 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:
- (a) he shall call for representations from all parties with 10 Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
 - (b) he shall allow the parties 10 Working Days from the expiry of the 10 Working Days period referred to in sub-clause (a) above to make counter representations;
 - (c) any representations or counter representations received out of time shall be disregarded by the Expert;
 - (d) he shall provide the parties with a written decision (including his reasons) within 10 Working Days of the last date for receipt of counter-representations;
 - (e) he shall be entitled to call for such independent expert advice as he shall think fit; and
 - (f) his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.
- 12.6 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the dispute, disagreement or difference in question.

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

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

The freehold land at Lawsonsteads Farm, to the East of Clitheroe Road, Whalley registered under Land Registry Title Number LAN102087 and edged red on the Plan.



PLANITHE LTD 2 Back Gashan Street Altrincham Cheshire WA14 1DY Tel: 0181 928 9291 Fax: 0181 928 9254 E-mail: info@planithe.com				 Intelligent environments			
Division Commercial Estates Group							
Property Whalley							
Site Location Plan							
Name							
Enquiry to:		Name: HE		Number: AR		Project	
Tel: 1:1000@A3		Date: 21/03/12		Number: AR			
Drawing Ref: PL1158.M.100.							

SECOND SCHEDULE
Form of Planning Permission

RIBBLE VALLEY BOROUGH COUNCIL

Development Department
Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA
Telephone: 01200 425111 Fax: 01200 414488 Planning Fax: 01200 414487
Town and Country Planning Act 1990

OUTLINE PLANNING PERMISSION

APPLICATION NO:	3/2012/0687	AGENT:	
DECISION DATE:	DRAFT		
DATE RECEIVED:	03/08/2012		
APPLICANT:			
Commercial Estates Group (CEG)		Indigo Planning Limited	
c/o Indigo Planning Limited		Lowry House	
		17 Marble Street	
		Manchester	
		Lancs	
		M2 3AW	

PARTICULARS OF DEVELOPMENT: Mixed use development comprising residential (C3); nursing home (C2); car parking; open space and ancillary landscaping. Re-submission of refused application 3/2012/0327P.

AT: Land to the East of Clitheroe Road (Lawsonsteads) Whalley Lancashire

Ribble Valley Borough Council hereby give notice in pursuance of provisions of the Town and Country Planning Act 1990 that **outline planning permission has been granted** for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following conditions:

1 Application for approval of reserved matters must be made not later than the expiration of 3 years beginning with the date of this permission and the development must be begun not later than whichever is the latter of the following dates:

(a)the expiration of 3 years from the date of this permission; or

(b)the expiration of 2 years from final approval of the reserved matters, or in the case of approval of different dates, the final approval of the last such matter to be approved.

REASON: In order that the Local Planning Authority shall be satisfied as to the details and because the application was made for outline permission and comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

2 The reserved matters application(s) shall include details of phasing of development across the whole development site. The phasing scheme shall include the following matters:

- a) a plan demarcating the development phases;
- b) details of the number of development plots for both market and affordable housing units; and
- c) a programme of delivery of development phases.

All reserved matters applications and consequent development shall be made in accordance with the approved phasing scheme or any subsequent submitted and approved amendments to the scheme.

REASON: For the avoidance of doubt and to ensure that the Local Planning Authority are satisfied with the details and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0687

DECISION DATE: DRAFT

- 3 No development shall begin on any phase of development until detailed plans indicating the access, appearance, landscaping, layout and scale, including a contoured site plan showing existing features, the proposed slab floor levels and road level (hereinafter called the 'reserved matters') for each phase of development has been submitted to and approved in writing by the Local Planning Authority. The development of each phase shall be implemented in accordance with the approved details.

REASON: To comply with Policy G1 of the Ribble Valley Districtwide Local Plan and in order that the Local Planning Authority should be satisfied as to the details and because the application was made for outline permission.

- 4 The development hereby approved shall not exceed 55 dwelling units (Use Class C3) in accordance with the submitted Parameter Plan reference PL1158.M.104 and dated 28 March 2012. In accordance with the submitted application forms, the nursing home (Use Class C2) shall not exceed 50 beds.

REASON: For the avoidance of doubt to ensure there is no ambiguity in the decision notice over what amount of development has been approved.

- 5 The submission of reserved matters in respect of access, layout, scale, appearance, landscaping and implementation of development shall be carried out in substantial accordance with the Design and Access Statement, Parameters Plan PL1158M.104 and Illustrative Masterplan PL1158.M.103.

REASON: For the avoidance of doubt to define the scope of this permission.

- 6 Prior to the commencement of development, a strategy outlining the general system of drainage for foul and surface water flows arising from the entire site shall be submitted to the local planning authority and approved in writing. This strategy shall include details of any necessary infrastructure. Thereafter the detailed schemes for foul and surface water drainage for any phase of the development shall be submitted for approval in accordance with the strategy for the entire site approved under this condition.

REASON: In accordance with Policy G1 of the Ribble Valley Districtwide Local Plan in order that an overall strategy for the entire site is agreed prior to the commencement of development of any phase so that the subsequent detailed drainage schemes for each phase are capable of forming part of a general system for the entire site in accordance with an overall strategy.

- 7 Prior to the commencement of any phase of development, details of the foul drainage scheme for that phase including any necessary infrastructure shall be submitted to and approved in writing by the local planning authority. No housing shall be occupied for that phase until the approved foul drainage scheme for that phase has been completed in accordance with the approved details. Unless otherwise agreed in writing, the approved foul drainage scheme shall only connect to the foul sewer network at the two connection points identified in the flood risk assessment submitted by Weetwood Environmental Engineering reference 1695/FRA_v1.1 dated 30 March 2012 and the amount of development connecting to each of the two chosen connection points shall be in accordance with the email from Rebecca Ellis of Weetwood Environmental Engineering to Andrew Leyssens of United Utilities dated 9 May 2012 sent at 17.16.

REASON: In the interests of amenity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0687

DECISION DATE: DRAFT

- 8 Prior to the commencement of any phase of development, details for how foul and surface water shall be drained on separate systems shall be submitted to the local planning authority and approved in writing for that phase. The development shall be completed, maintained and managed in accordance with the approved details.

REASON: To ensure a satisfactory means of drainage in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 9 Prior to the commencement of each phase of development, a scheme for the improvement, protection and maintenance of existing flood defences for that phase as outlined in Section 4.1.2 of the Flood Risk Assessment (FRA) by Weetwood (dated 30 March 2012; Final Report v1.1) shall be submitted to and approved in writing by the Local Planning Authority. The scheme for each phase of development shall be completed in accordance with the approved plans.

REASON: To reduce the risk of flooding by maintaining existing flood defences in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 10 Prior to the commencement of any phase of the development, details for surface water drainage and means of disposal for that phase, based on sustainable drainage principles and evidence of an assessment of site conditions (inclusive of how the scheme shall be maintained and managed after completion and any necessary infrastructure) shall be submitted to and approved in writing by the local planning authority. For the avoidance of doubt, no surface water shall discharge into the public sewerage system, directly or indirectly, in accordance with the submitted application form and the flood risk assessment submitted by Weetwood Environmental Engineering reference 1695/FRA_v1.1 dated 30 March 2012. The development shall be completed, maintained and managed in accordance with the approved details.

REASON: To ensure that surface water is dealt with by the most sustainable means in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and to reflect the submitted application form and section 5.4.3 of the submitted flood risk assessment.

- 11 No phase of development shall begin until a scheme identifying how a minimum of 10% of the energy requirements generated by that phase of development will be achieved by renewable energy production methods, has been submitted to and approved in writing by the Local Planning Authority. The scheme relevant to each phase shall then be implemented in accordance with the approved details prior to occupation of the development and thereafter retained.

REASON: In order to encourage renewable energy and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 12 Prior to commencement of each phase of development details of the landscaping of that phase of development shall have been submitted to, and approved in writing by, the Local Planning Authority. The scheme for each phase shall indicate, as appropriate, the types and numbers of trees and shrubs, their distribution on site, those areas to be seeded, turfed, paved or hard landscaped, including details of any changes of level or landform and the types and details of all fencing and screening.

The approved landscaping scheme for each phase of development shall be implemented in the first planting season prior to commencement of that phase unless otherwise agreed by the Local Planning Authority, whether in whole or part and shall be maintained thereafter for a period of not less than 5 years to the satisfaction of the Local Planning Authority. This maintenance shall include the replacement of any tree or shrub which is removed, or dies, or is seriously damaged, or becomes seriously diseased, by a species of similar size to those originally planted.

REASON: In the interests of the amenity of the area and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 13 Prior to the commencement of each phase of development a landscape management plan including long term design objectives, timing of the works, management responsibilities and maintenance schedules for all landscaped areas within that phase including play areas shall be submitted to and approved in writing by the Local Planning Authority. The management plan for each phase shall also provide precise details of all play equipment and its maintenance and indicate a timescale when the play space(s) shall be provided and made available for use. The landscape management plan shall be carried out in accordance with the details so approved for each phase of development.

REASON: In the interests of residential and visual amenity and to ensure that appropriate provision is made for public open space in accordance with Policies G1 and RT8 of the Ribble Valley Districtwide Local Plan.

- 14 Prior to any phase of development undertaken post March 2013 affecting natural bankside habitat such as outfalls or culverting, a further survey of the watercourse should be carried out to establish the presence of water voles within the phase. The findings of the survey (together with proposals for mitigation/compensation, if required) shall be submitted to and approved in writing by the Local Planning Authority. Any necessary and approved measures for the protection of water voles shall thereafter be implemented in full as part of the development of the relevant phase.

REASON: To ensure protection of water voles and their habitat in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 15 Any application for the approval of reserved matters which includes development adjoining the watercourses on site shall include a scheme for the provision and management of a buffer zone alongside the watercourses, to be submitted to and agreed in writing by the Local Planning Authority. Thereafter each phase of development shall be carried out in accordance with the approved scheme in so far as it relates to that phase of development and any subsequent amendments shall be agreed in writing with the Local Planning Authority.

REASON: To protect ecological, recreation and amenity interests by providing a buffer between the development and the watercourse in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

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- 16 No development shall take place on any phase of development until details of the provisions to be made for building dependent species of conservation concern, artificial bird nesting boxes and artificial bat roosting sites for that phase have been submitted to, and approved in writing by the Local Planning Authority. The details shall be submitted on a dwelling/building dependent bird/bat species development site plan and include details of plot numbers and the numbers of artificial bird nesting boxes and artificial bat roosting site per individual building/dwelling and type within that phase. The details shall also identify the actual wall and roof elevations into which the above provisions shall be incorporated -north/north east elevations for birds and elevations with a minimum of 5 hours morning sun for bats. The artificial bird/bat boxes shall be incorporated into those individual dwellings/buildings during the actual construction of those individual dwellings/buildings identified on the submitted plan before each such dwelling/building is first brought into use, unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of biodiversity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 17 All construction work that might directly impact upon breeding birds shall be implemented outside of the main breeding season of February to September.

The actions, methods & timing details included in the mitigation notes attached to the habitat survey [078.02_rep_001] shall be adhered to and in the event that any protected species are found or disturbed during any part of the development, work shall cease until further advice has been sought from a licensed ecologist. Mitigation refers to practices adopted to reduce or remove the risk of disturbance, injury or death of a protected species

REASON: In order to reduce the impact of the development on biodiversity and bat/bird species in accordance with Policies G1, ENV7 and ENV10 of the Ribble Valley Districtwide Local Plan.

- 18 Prior to the commencement of any site works within each phase of development including delivery of building materials and excavations for foundations or services all trees identified in the arboricultural/tree survey [JCA Ref: 9759/C/RG - Individual Trees T3/4/5/7, Groups of Trees G5/8/9 & Hedgerows H1/2/6 inclusive] shall be protected in accordance with the Tree Constraints Plan [BS5837 2012 -Trees in Relation to Design, Demolition & Construction. A tree protection-monitoring schedule for each phase shall be submitted and agreed in writing by the Local Planning Authority and all root protection/construction exclusion zone measures inspected by the Local Planning Authority before any site works are begun within each phase.

The root protection zone within each phase shall remain in place until all building work within that phase has been completed and all excess materials have been removed from site including soil/spoil and rubble.

During the building works no excavations or changes in ground levels shall take place and no building materials/spoil/soil/rubble shall be stored or redistributed within the protection zone, in addition no impermeable surfacing shall be constructed within the protection zone.

No tree surgery or pruning shall be implemented with out prior written consent, which will only be granted when the local authority is satisfied that it is necessary, will be in accordance with BS3998 for tree work and carried out by an approved arboricultural contractor.

REASON: In order to ensure that any trees affected by development and included in a Tree Preservation Order/ Conservation area/considered to be of visual, historic or botanical value are afforded maximum physical protection from the adverse affects of development in accordance with policies G1, ENV13 of the Ribble Valley Districtwide Local Plan and to protect trees included in the Whalley 1957 Tree Preservation Order.

- 19 All existing habitat features, hedgerows/streams shall be retained and protected during the lifetime of the development from the adverse effects of development works by maintaining construction exclusion zones the details of which shall have first been submitted to and approved in writing by the Local Planning Authority prior to commencement of each phase of development.

REASON: In order to reduce the impact of the development on biodiversity in accordance with Policies G1 and ENV10 of the Ribble Valley Districtwide Local Plan.

- 20 No development shall begin on any phase of development until details of a lighting scheme for that phase has been submitted to and approved in writing by the Local Planning Authority. The lighting scheme for each phase shall include details to demonstrate how artificial illumination of important wildlife habitats (trees with bat roost potential and hedgerows used by foraging areas bats) is minimised. The approved lighting scheme shall be implemented in accordance with the approved details for each phased.

REASON: In order to reduce the impact of the development on biodiversity and bat/bird species in accordance with Policies G1, ENV7 and ENV10 of the Ribble Valley Districtwide Local Plan.

- 21 No phase of development shall take place until the applicant, or their agent or successors in title has secured the implementation of a programme of archaeological work for that phase in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority.

REASON: To ensure and safeguard the recording and inspection of matters of archaeological importance associated with the site in accordance with Policies G1 and ENV14 of the Ribble Valley Districtwide Local Plan.

- 22 No phase of development shall begin until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority for that phase. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:

- (i) the parking of vehicles of site operatives and visitors
- (ii) loading and unloading of plant and materials
- (iii) storage of plant and materials used in constructing the development
- (iv) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
- (v) wheel washing facilities
- (vi) measures to control the emission of dust and dirt during construction
- (vii) a scheme for recycling/disposing of waste resulting from construction works

REASON: In the interests of protecting residential amenity from noise and disturbance in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 23 Construction activities shall only be carried out between the hours of 07.00 to 17.00 Monday to Friday, 08.00 to 13.00 Saturday and no activities on Sundays or Bank Holidays unless otherwise agreed in writing with the Local Planning Authority.

REASON: In the interests of amenity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

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-
- 24 No burning of waste shall be permitted on site.
- REASON: In the interests of amenity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.
- 25 The dwellings shall achieve a minimum Level 3 of the Code for Sustainable Homes. No dwelling shall be occupied until a final Code Certificate has been issued for it certifying that Code Level 3 has been achieved.
- REASON: In order to encourage an energy efficient development in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.
- 26 This outline planning permission shall be read in conjunction with the Legal Agreement dated ...
- REASON: For the avoidance of doubt as the application is subject of an agreement.
- 27 Prior to occupation of the first dwelling, a residential travel plan to improve accessibility of the site by sustainable modes shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Lancashire County Council highways travel plan team. The full travel plan should include the following methods:
- Appointment of a main travel plan co-ordinator
 - Travel survey
 - Details of cycling, pedestrian and public transport links to the site
 - Details of secure covered cycle parking
 - SMART targets for non car modes of travel
 - Action plan and measures to be introduced
 - Details of arrangements for monitoring and review of the travel plan
- The approved travel plan shall be implemented, monitored and reviewed (including undertaking any necessary remedial or mitigation measures identified in any such review) in accordance with the approved travel plan through a period of time of not less than 5 years following completion of the development.
- REASON: To minimise the use of private cars in the interests of sustainable development in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

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Relevant planning policies

Policy G1 - Development Control.
Policy G5 - Settlement Strategy.
Policy G11 - Crime Prevention.
Policy ENV3 - Development in Open Countryside.
Policy ENV6 - Development Involving Agricultural Land.
Policy ENV7 - Species Protection.
Policy ENV9 - Important Wildlife Site
Policy ENV13 - Landscape Protection.
Policy ENV16 - Development Within Conservation Areas.
Policy ENV17 - Details Required with Proposals in Conservation Areas.
Policy H2 - Dwellings in the Open Countryside.
Policy H20 - Affordable Housing - Villages and Countryside.
Policy H21 - Affordable Housing - Information Needed.
Policy RT8 - Open Space Provision.
Policy T1 - Development Proposals - Transport Implications.
Policy T7 - Parking Provision.
Addressing Housing Needs.
Whalley Conservation Area Appraisal and Management Guidance.
Core Strategy 2008-2028 - A Local Plan for Ribble Valley Regulation 19 Consultation Draft.
DP1 - Spatial Principles North West of England Regional Spatial Strategy to 2021.
DP2 - Promote Sustainable Development - North West of England Regional Spatial Strategy to 2021.
DP7 - Promote Environmental Quality - North West of England Regional Spatial Strategy to 2021.
L1 - Health Sport Recreation Cultural and Education Services - North West of England Regional Spatial Strategy to 2021.
L4 - Regional Housing Provision - North West of England Regional Spatial Strategy to 2021.
L5 - Affordable Housing - North West of England Regional Spatial Strategy to 2021.
National Planning Policy Framework.
Technical Guidance to National Planning Policy Framework.

Summary of reasons for approval

The proposal has no significant detrimental impact on nearby residential amenity, nor would it have an adverse visual impact or be to the detriment of highway safety.

Note(s)

- 1 For rights of appeal in respect of any condition(s)/or reason(s) attached to the consent see the attached notes.
- 2 The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.

**JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES**

THIRD SCHEDULE

The Owner's Covenants with the Council

The Owner covenants with the Council in the following terms:-

1. Affordable Housing

1.1 That 30% (thirty per cent) of the total number of Dwellings to be constructed on the Development (rounded up or down to the nearest Dwelling on a "round half up" basis) shall be provided as Affordable Housing in accordance with the provisions of this paragraph 1 of this Third Schedule.

1.2 That:

(a) 60% (sixty per cent) of the Affordable Housing Units to be provided pursuant to paragraph 1.1 of this Third Schedule shall be two bedroom Dwellings and 40% (forty per cent) of the Affordable Housing Units to be provided as part of the Development pursuant to paragraph 1.1 of this Third Schedule shall be three bedroom Dwellings; and

(b) 4 (four) of the Affordable Units to be provided pursuant to paragraph 1.1 of this Third Schedule shall be constructed to the Lifetime Homes Standard for persons not less than 55 years of age.

1.3 That (where 17 (seventeen) Affordable Housing Units are required to be provided in accordance with paragraph 1.1 of this Third Schedule (above)) the tenure of the Affordable Housing Units to be provided as part of the Development pursuant to paragraph 1.1 of this Third Schedule shall be as follows:

(a) Five of the Affordable Housing Units shall be Social Rented Affordable Housing Units:

(b) Six of the Affordable Housing Units shall be Affordable Rented Housing Units; and

(c) Six of the Affordable Housing Units shall be Intermediate Affordable Housing Units.

unless otherwise agreed in writing with the Council and for the avoidance of doubt where a lesser number of Affordable Housing Units than 17 (seventeen) are required to be provided in accordance with paragraph 1.1 of this Third Schedule (above) then the tenure split shall still reflect the same proportions as set out in sub-paragraphs 1.3(a) to 1.3(c) above but the numbers of Affordable Housing Units shall be adjusted accordingly (unless the Owner and the Council agree otherwise in writing).

- 1.4 Not to Commence Development of that part of the Development identified on a Reserved Matters Approval as falling within Class C3 of the Town and Country Planning (Use Classes) Order 1987 until the Owner has submitted to the Council and the Council has approved in writing the Affordable Housing Scheme.
- 1.5 The Affordable Housing Scheme submitted pursuant to paragraph 1.4 of this Third Schedule (above) shall :
- 1.5.1 identify the Dwellings to be constructed within the Development as Affordable Housing Units which shall accord with paragraphs 1.1, 1.2 and 1.3 respectively of this Third Schedule (above);
- 1.5.2 identify the location of the Affordable Housing Units (including plot numbers); and
- 1.5.3 identify the relevant tenure, house type and number of bedrooms of each Affordable Housing Unit;
- 1.6 From the Commencement of Development of that part of the Development identified on a Reserved Matters Approval as falling within Class C3 of the Town and Country Planning (Use Classes) Order 1987 to proceed to construct the Affordable Housing Units as part of the Development in accordance with the approved Affordable Housing Scheme subject to such variations as may be agreed between the Council and the Owner from time to time.
- 1.7 That not more than 25% (twenty five per cent) of the Market Dwellings shall be Occupied before the Owner has offered the Affordable Housing Units to an Affordable Housing Provider in accordance with the Affordable Housing Scheme and the terms of this Deed and thereafter the Owner shall use reasonable endeavours to transfer those Affordable Housing Units to the Affordable Housing Provider on the terms set out in paragraph 1.10 of this Third Schedule (below) PROVIDED THAT for the avoidance of doubt there shall be no obligation on the Owners to have commenced construction of the relevant Affordable Housing Units at the point when the said Affordable Housing Units are offered in accordance with this paragraph 1.7.
- 1.8 That not more than 75% (seventy five per cent) of the Market Dwellings shall be Occupied before 100% (one hundred per cent) of the Affordable Housing Units have been Practically Completed in accordance with paragraph 1.6 of this Third Schedule (above) and written notification of such has been received by the Council.
- 1.9 From the date of Practical Completion each Affordable Housing Unit shall be used only as Affordable Housing and shall (unless otherwise agreed in writing with the Council) only be

offered for Occupation in accordance with the Priority Order save that this obligation shall not be binding upon:

1.9.1 any Chargee;

1.9.2 any mortgagee of an individual Affordable Housing Unit exercising its power of sale in respect of any such Affordable Housing Unit and any purchaser of an Affordable Housing Unit from such mortgagee PROVIDED THAT:

(a) any such mortgagee shall prior to seeking to dispose of the Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months' prior notice to the Council of its intention to dispose and:

(b) in the event that the Council responds within 1 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit can be made in such a way as to safeguard them as Affordable Housing whilst redeeming the outstanding sum of the mortgage plus the mortgagee's costs then the Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer

(c) if the Council does not serve its response to the notice served under paragraph 1.9.2(a) within the 1 month then the Mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.9 of this Third Schedule

(d) if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.9.2(b) secure such transfer then provided that the mortgagee shall have complied with its obligations under paragraph 1.9.2(a) the mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.9 of this Third Schedule

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the mortgagee in this 1.9.2 shall not require the mortgagee to act contrary to its duties under the charge or mortgage nor oblige the mortgagee to dispose of an Affordable Housing Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage plus costs.

1.9.3 any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or

- 1.9.4 A disposal (and any subsequent occupation) required by:
 - 1.9.4.1 any statutory provisions now or hereafter in force; or
 - 1.9.4.2 the Tenant Services Authority or Homes and Communities Agency; or
 - 1.9.4.3 a court order.
 - 1.9.5 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor or any person deriving title from such a person or any successor in title thereto and their respective mortgagees and chargees.
- 1.10 The Owner shall ensure that any transfer of an Affordable Housing Unit to an Affordable Housing Provider shall contain the following provisions:
- 1.10.1 A covenant that the Affordable Housing Provider shall not use the Affordable Housing Unit otherwise than for Affordable Housing and that the Affordable Housing Unit shall only be offered for Occupation in accordance with the Priority Order (unless otherwise agreed in writing with the Council); and
 - 1.10.2 That those Affordable Housing Units which are Social Rented Affordable Housing Units shall be made available for letting at a rent level no higher than the Tenant Services Authority's target rents in operation from time to time;
 - 1.10.3 A declaration that the covenants referred to in paragraphs 1.10.1 and 1.10.2 shall not be binding upon on any of the persons set out in sub-paragraphs 1.9.1 to 1.9.5 of this Third Schedule (above).

FOURTH SCHEDULE

The Owner's Covenants with the County Council

The Owner covenants with the County Council in the following terms:-

1. Education Contribution

- 1.1 That not more than 25 (twenty five) Dwellings shall be Occupied until the Owner has (subject to paragraph 1.3 of this Fourth Schedule (below)) paid £139,786.50 (one hundred and thirty nine thousand seven hundred and eighty six pounds and fifty pence) of the Education Contribution to the County Council.
- 1.2 That not more than 51 (fifty one) Dwellings shall be Occupied until the Owner has (subject to paragraph 1.3 of this Fourth Schedule (below)) paid the remaining £139,786.50 (one hundred and thirty nine thousand seven hundred and eighty six pounds and fifty pence) of the Education Contribution to the County Council.
- 1.3 Each instalment of the Education Contribution payable to the County Council in accordance with paragraphs 1.1 and 1.2 of this Fourth Schedule (above) shall be recalculated prior to payment in accordance with the BCIS Indexation Factor and in each case the sum payable shall be the recalculated amount.

2. Travel Plan Sum

- 2.1 That no Dwellings shall be Occupied until the Owner has paid the Travel Plan Sum to the County Council.
- 2.2 For the purposes of paragraph 2.1 of this Fourth Schedule prior to payment the Travel Plan Sum shall first be increased by an amount equivalent to the increase (if any) in the Retail Prices Index from the date of this Deed until the date on which such the Travel Plan Sum becomes payable.

FIFTH SCHEDULE

Council's Covenants with the Owner

The Council hereby covenants with the Owner in the following terms:

General

1. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree in writing.
2. The Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed within 20 Working Days of receipt of such request.
3. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Repayment of contributions

4. The Council covenants with the Owner that it will pay to the owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this deed within five years of the date of receipt by the Council of the final instalment of such payment together with all interest accrued thereon from the date of payment to the date of refund.

SIXTH SCHEDULE

County Council's Covenants with the Owner

The County Council covenants with the Owner in the following terms:

General

1. The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree in writing.
2. The County Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed within 20 Working Days of receipt of such request.
3. At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Repayment of contributions

4. The County Council covenants with the Owner that it will pay to the Owner such amount of the Education Contribution and Travel Plan Sum paid by the Owner to the County Council under this Deed which has not been expended in accordance with the provisions of this deed within five years of the date of receipt by the County Council of the final instalment of such payment together with all interest accrued thereon from the date of payment to the date of refund.

SEVENTH SCHEDULE

Form of Nomination Agreement

DATED

20

RIBBLE VALLEY BOROUGH COUNCIL (1)

and

HOMES LIMITED (2)

NOMINATION AGREEMENT

Relating to

Land at

THIS AGREEMENT is made the day of 20

BETWEEN:

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire BB7 2RA (the "Council")
- (2) **HOMES LIMITED** (a Charitable Industrial and Provident Society number R) of (the "Association")

WHEREAS:

This Agreement sets out the agreed procedure for the purposes of the Council making nominations for Units (as hereinafter defined) at the Property (as hereinafter defined)

NOW IT IS HEREBY AGREED as follows:

1. IN this Agreement the masculine shall include the feminine the singular shall include the plural any covenant where appropriate shall be deemed to be joint and several and the following terms shall have the following meanings:

"Agreed Letting Policy" the Council's letting criteria and allocations policy in relation to the Units

"Council Nominee" a person who appears on the Council's Housing Register nominated by the Council to take a tenancy of a Unit being a person who is within the Council's Allocations Policy and within the Rules of the Association

"First Letting" the grant of the first tenancy immediately following construction and practical completion of the relevant Unit

"Nomination Period" the period expiring sixty (60) years from the date of this Agreement or such extended period as may be agreed between the Association and the Council

"Property" Land at Lawonsteads Farm, Whalley being part of the land in the Association's ownership at Lawsonsteads, Whalley

"Right"	the exercise of the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a Unit or the exercise of any statutory right to buy (or any equivalent contractual rights) in respect of a Unit or similar right in respect of a Unit
"Subsequent Letting"	any subsequent grant of a tenancy in respect of a Unit within the Nomination Period
"Tenancy"	an introductory tenancy or assured tenancy in the Association's standard form of introductory tenancy or assured tenancy agreement
"Unit"	any dwellinghouse on the Property

- 2 The Association covenants with the Council to use all reasonable endeavours to procure the letting of the Units by the grant of Tenancies to a Council Nominee
- 3 The Association shall during the Nomination Period grant to the Council the right to nominate a Council Nominee for First Letting of all of the Units and 50% of the Units for any Subsequent Letting unless a tenant shall have exercised a Right
- 4 In respect of the First Letting of the Units:-
 - 4.1 The Association shall notify the Council of the availability of a Unit ("the Notice") and the Notice may be served on the Council prior to the issue of any certificate of practical completion issued in respect of the relevant Unit
 - 4.2 (i) If the Council fails to nominate a Council Nominee for the First Letting of a Unit within 7 days of the Notice; or

- (ii) If despite the reasonable efforts of the Association no Council Nominee shall on the occasion of a First Letting enter into a tenancy of a Unit within a reasonable time (being not less than 21 days from the date of Notice);

The Association shall be free to grant a tenancy of a Unit to any person satisfying the Agreed Letting Policy

- 5 In respect of a Subsequent Letting of any Unit which becomes vacant during the Nomination Period the Council shall have the right to nominate a Council Nominee to 50% of such Subsequent Lettings and the Association shall notify the Council of the availability of 50% of units at the Property which become vacant during the Nomination Period (the "Subsequent Notice") and

- (i) If the Council fails to nominate a Council Nominee for any Subsequent Letting of a Unit within five days from the date of the Subsequent Notice; or
- (ii) If despite the reasonable efforts of the Association no Council Nominee shall on the occasion of a Subsequent Letting enter into a Tenancy of Unit within seven days from the date of the Subsequent Notice

the Association shall be free to grant a Tenancy of such Unit to any person satisfying the Agreed Letting Policy

- 6 The Association shall promptly provide to the Council such reasonable and proper information as the Council shall from time to time reasonably request in respect of a Unit to enable the Council to monitor and review the operation of the nomination arrangements contained in this Agreement

- 7 The relevant officers or representatives of the Council and the Association shall meet together at such intervals as the Council and the Association shall reasonably require to agree the day to day working and operation of these nomination arrangements and to review and modify the same as required

- 8 For the purposes of clarification the Council hereby agrees that the nomination rights contained in this Agreement are personal to the Council and the Association and shall not be enforceable against any mortgagee in possession of any Dwelling or any purchaser acquiring from a mortgagee in possession

10. The provisions of this Agreement shall cease and determine upon the expiry of the Nomination Period save to the extent that any obligation remains to be performed

**THE COMMON SEAL of RIBBLE VALLEY
BOROUGH COUNCIL** was hereunto affixed
in the presence of:-

Mayor

Chief Executive

**THE COMMON SEAL of
..... HOMES LIMITED**
was hereunto affixed in the
presence of:-

Authorised Signatory

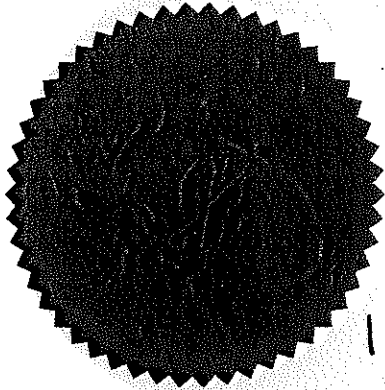
Authorised Signatory

THE COMMON SEAL OF RIBBLE VALLEY)

BOROUGH COUNCIL)

was affixed in the presence of:)

Jayes Mayor
Authorised Signatory:



1303

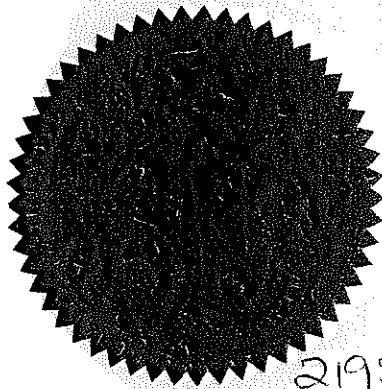
M. H. Scott Chief Executive

THE COMMON SEAL OF LANCASHIRE)

COUNTY COUNCIL)

was affixed in the presence of:)

R. F. A. K.
Authorised Signatory:



21958.

EXECUTED AS A DEED by ALAN COATES)

in the presence of:)

Alan Coates

Witness Signature: *[Signature]*

Witness Name: *A. W. H. H.*

Witness Occupation:

Witness Address:

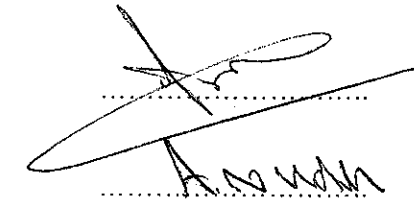
**NIGEL HOLDEN + CO
SOLICITORS
97a GISBURN ROAD
BARROWFORD
NELSON
BB9 6DX**

EXECUTED AS A DEED by PETER COATES)

in the presence of:)

P. Coates

Witness Signature: _____



Witness Name: _____

Witness Occupation: _____

Witness Address: _____

NIGEL HOLDEN + CO
SOLICITORS
97a GISBURN ROAD
BARROWFORD
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BB9 6DX