

DATED

320160116P

2016

(1) RIBBLE VALLEY BOROUGH COUNCIL

and

(2) LANCASHIRE COUNTY COUNCIL

and

(4) ADMIRAL TAVERNS LIMITED

and

(5) ADMIRAL TAVERNS BIDCO LIMITED

**SECTION 106 PLANNING AGREEMENT
TOWN AND COUNTRY PLANNING ACT 1990**

RELATING TO LAND KNOWN AS
LAND AT NOS.23-25 OLD ROW, BARROW, CLITHEROE

THIS DEED is made the

day of

2016

BETWEEN

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (hereinafter called "the Council")
2. **LANCASHIRE COUNTY COUNCIL** of County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter called "the County Council")
3. **ADMIRAL TAVERNS LIMITED** (Company Registration Number 5438628) of Milton Gate, 60 Chiswell Street, London, EC1Y 4AG (hereinafter called "the Second Owner")
4. **ADMIRAL TAVERNS BIDCO LIMITED** (Company Registration Number 7052594) of Milton Gate, 60 Chiswell Street, London, EC1Y 4AG (hereinafter called "the Mortgagee")

WHEREAS

- (1) The Council is the local planning authority for the area in which the Site is situated.
- (2) The County Council is the local highway authority and the local education authority for the area in which the Site is situated.
- (3) The Owner is the freehold proprietor with title absolute of the land registered under title number LA834002 forming part of the Site.
- (4) The Mortgagee has the benefit of a registered charge on title number LA834002 by way of a debenture dated 27 June 2013.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement unless the context otherwise requires:

"Act" means the Town and Country Planning Act 1990 (as amended)

"Affordable Housing" means housing that is affordable to local persons who cannot afford to rent or buy accommodation generally available on the open market on readily available terms who have need of local housing

"Affordable Rented Housing" means the Residential Units constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as affordable rented housing where the lettings shall be made under a form of tenancy prescribed by the Homes and Communities Agency and at a rent equal to or less than the prevailing affordable rent (inclusive of applicable service charges) permitted by the Homes and Communities Agency which shall normally be 80% of the open market rental value (or the maximum amount of local housing allowance payable for the Residential Unit if this is lower than the calculated 80% figure). The Affordable Rented Housing shall comprise;

- X 2 Bedroom Houses
- X 3 Bedroom Houses

"Affordable Housing Unit" means each unit of Affordable Housing to be constructed on the Site pursuant to the Planning Permission and which in total will comprise (.....) Affordable Rented Housing units and (.....) Shared Ownership Housing units (as identified on Plan 2 attached)

"Application" means the application for Planning Permission submitted to the Council and allocated reference number 3/2016/0146 for 23 dwellings with access and associated landscaping following demolition of Nos. 23 and 25 Old Row at the Site

"Commencement of Development" means 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 other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **"Commence Development"** shall be construed accordingly.

"Development" means such development as may be authorised by the Planning Permission

"Dispose" means in relation to the transfer of an interest in property the transfer of a freehold interest or of a leasehold interest of 99 years or more

"Education Contribution" means the total sum of the Primary School Payment plus the Secondary School Payment calculated in accordance with paragraph 1.6 of Schedule 3 of this Agreement (increased by BCIS Indexation Factor

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

"Indexation Factor" means the recalculation of a financial contribution to be made under this Agreement applying the following formula:

$$A \times B/C = D$$

Where:

A=the contribution payable in accordance with this Deed;

B= the figure shown in the BCIS General Buildings Cost Index for the period immediately prior to the date of payment under this Deed;

C= the figure shown in the BCIS General Buildings Cost Index for the period last published before that date of this Deed; and

D= the recalculated sum under this Deed.

"Interest Rate" means the base rate of the Bank of England

"Market Dwellings" means Residential Units excluding any Affordable Housing Units

"Occupation" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.

"Plan 1" means the location plan annexed here to showing the extent of the Site

"Planning Permission" means the Planning Permission granted pursuant to the Application. A draft of which is set out at Schedule 5

"Primary School Payment" means the sum calculated in accordance with the formula at paragraph 1.6.1 of Schedule 3 of this Agreement

"Public Open Space Contribution" means the sum of £..... for the improvement and future maintenance of the Public Open Space increased by the Indexation Factor from the date 2 years from the date hereof unless it has been paid prior to that date

"Reserved Matters Application" means any reserved matters application to be made for the mix of Residential Units and layout of the Development in accordance with the Planning Permission and reference to the **"Reserved Matters Applications"** shall be construed accordingly

"Reserved Matters Approval" means the Council's approval of a Reserved Matters Application.

"Registered Provider" means [TO BE INSERTED] Housing Association or another housing association approved by the Council, such approval not to be unreasonably withheld, being a registered social landlord or other body recognised by the Homes and Communities Agency (which shall include any successor in title) as a registered provider of affordable housing in accordance with the provisions of the Housing and Regeneration Act 2008.

"Residential Unit(s)" means any unit including house, flat or maisonette to be constructed on the Site pursuant to the Planning Permission primarily for the purpose of residential occupation

"Scheme Development Standard" means Residential Units constructed in accordance with the 2010 Editions of the Building Regulations Approved Documents including an element for provision of renewable energy and to a specification to be agreed between the RP and the Developer.

"Secondary School Payment" means the sum calculated in accordance with the formula at paragraph 1.6.2 of Schedule 3 of this Agreement

"Shared Ownership Housing" means the Residential Units constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as Shared Ownership Housing. Each occupier may acquire an interest in the Residential Unit of between 25% and 80% and may staircase up to 100% of the open market value of the Residential Unit in increments at times of his/her election the balance of the equity in the Residential Unit being let to the occupier at a rent equal to or less than that permitted by the Homes and Communities Agency.

"Site" means the land shown edged red on Plan 1 annexed hereto

"Working Day" means any day except Saturdays, Sundays or bank holidays and reference to **"Working Days"** shall be construed accordingly

Interpretation

- 1.2 The headings in this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever
- 1.3 Unless the context requires otherwise reference to this Agreement to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Agreement
- 1.4 Where any part to this Agreement comprises two or more persons any obligation on the part of that party contained or implied in this Agreement shall be deemed to be joint and several obligations on the part of these persons and references to that party shall include reference to each or any of those persons
- 1.5 A reference to any statute or statutory section shall be taken to include a reference to any statutory, amendment, modification or re-enactment of it for the time being in force
- 1.6 Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa

2 Legal Basis

- 2.1 This Agreement is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 2.2 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to section 106 of the Act and shall be jointly and severally enforceable against the Owners by the Council as the local planning authority and the County Council as local highway authority and local education authority.

3 Conditionality

This Agreement is conditional upon:

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

save for the provisions of Clauses 4 and 7 which shall come into effect immediately upon completion of this Agreement.

4 Enforceability

- 4.1 This Agreement is a planning obligation with the intent to bind the Site and the Owner to observe and perform the covenants herein
- 4.2 No persons shall be liable for a breach of covenant contained in this Agreement after he shall have parted with his interest in the Site or the part in respect of which such a breach occurs but without prejudice to liability for any existing breach of covenant prior to parting with such interest
- 4.3 The provisions of this Agreement are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or the County Council or successors in the title to the Owners) pursuant to the Contract (Rights of Third Parties) Act 1999
- 4.4 This Agreement shall be registered as a local land charge by the Council.
- 4.5 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

- 4.6 This Agreement shall cease to have effect (insofar as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 4.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

5 Service of Notices

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 registered delivery post to the party to be delivered to the address herein specified or to such other address as may from time to time be notified for the purposes of notice in writing

6 Covenants

- 6.1 The Owner hereby covenants with the Council to perform the obligations as specified in Schedule 1
- 6.2 The Owner hereby covenants with the County Council to perform the obligations as specified in Schedule 3
- 6.3 The Council hereby covenants to perform the obligations as specified in Schedule 2
- 6.4 The County Council hereby covenants to perform the obligations as specified in Schedule 4

7 Miscellaneous

- 7.1 Nothing in this Agreement shall affect, bind or be enforceable against any individual person in respect of any completed Residential Unit and its curtilage acquired or leased by them for residential occupation on the Site
- 7.2 Nothing in this Agreement is intended to restrict the exercise by the Council of any of its powers

- 7.3 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired
- 7.4 This Agreement is a deed and is enforceable by the Council and the County Council
- 7.5 The Council and the County Council will upon written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation thereof
- 7.6 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in anyway arising out or connected with this Agreement shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or enactment for the time being in force
- 7.7 The Owner shall pay the Council's and the County Council's legal fees incurred in relation to this Agreement on the date of this Agreement in the sum of x and x respectively.

8. Mortgagee

The Mortgagee consents to the completion of this Agreement and declares that its interest in the Site shall be bound by the terms of this Agreement as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Site. The Mortgagee shall have no liability under this Deed unless it takes possession of the Site or any part of the Site or otherwise exercises any contractual or statutory power in relation to the Site.

SCHEDULE 1

The Owners covenant with the Council as follows:

1. Affordable Housing

- 1.1 The Owner covenants with the Council that not less than Residential Units to be constructed on the Site pursuant to the Planning Permission shall be Affordable Housing Units
- 1.2 The Owner covenants with the Council that the Affordable Housing Units shall be made available as Affordable Rented Housing units and Shared Ownership Housing units (or such other type or mix of tenure as the Council may approve in writing)
- 1.3 To construct the Affordable Housing in accordance with the approved planning permission and the Scheme Development Standards and to provide satisfactory evidence of the same to the Council
- 1.4 That not more than 25% of the Market Dwellings shall be occupied until the Owners have entered into a binding Contract with the Registered Provider for the transfer of the completed Affordable Housing Units and no more than 50% of the Market Dwellings shall be occupied before the Affordable Housing Units are completed.

1.5 Affordable Rented Housing Units

The Owner covenants with the Council:

- 1.5.1 that the Affordable Rented Housing units be available for rent
- 1.5.2 that on completion of the Affordable Rented Housing units they will be allocated by 100% nomination arrangements or first let to approved persons nominated by the Council in accordance with the Council's allocations policy
- 1.5.3 that subsequent lets will be on a 50% nomination arrangement to approved persons by the Registered Provider
- 1.5.4 that rents to be charged on the Affordable Rented Housing units will be in accordance with the Rent Standard Guidance issued by the Homes and Communities Agency and dated April 2015 which governs the rents to be charged by all social landlords whether they be registered providers or local authorities

1.6. Shared Ownership Affordable Housing Units

The Owner covenants with the Council:

- 1.6.1 that on completion of the Shared Ownership Housing units or as soon as possible thereafter the Registered Provider shall dispose of the Shared Ownership Housing units:
 - (a) at open market value on a shared ownership basis with the rental element being discounted by the Registered Provider
 - (b) to an Approved Person who shall purchase the Shared Ownership Housing unit for occupation by the Approved Person and in accordance with the requirements of this Agreement
 - (c) in consultation with the Council and having first obtained the Council's consent to the disposal to the Approved Person
- 1.6.2 the Approved Person shall be allowed to purchase additional shares in increments of no less than 10% up to a maximum of 100% provided that at the point of purchase of each additional share they continue to occupy the Shared Ownership Housing unit in compliance with the requirements of this Agreement
- 1.6.3 The provisions of paragraphs 1.5 to 1.6.3 (inclusive) of this Schedule 1 shall not be binding on a mortgagee in possession of the whole or any part of the Affordable Housing Units

- 1.7 That each and every Affordable Housing Unit shall not be occupied or purchased by any person except an Approved Person who shall be approved in writing by the Council
- 1.8 "Approved Persons" for the purposes of the Affordable Housing and in order of priority are detailed below:
- 1.8.1 First time buyers who can demonstrate a housing need for the type of an Affordable Housing Unit who are either:
- a) currently living in the Parish of Wiswell for more than 10 years
 - b) currently living in the Parish of Wiswell and have done so continually for between 5 to 10 years
 - c) currently living in the Parish of Wiswell and have done so continually for a minimum of 12 months
 - d) currently permanently employed in the Parish of Wiswell for a minimum of 12 months and are employed for a minimum of 18 hours per week paid or unpaid or
 - e) Persons who at least one of the adult applicants have next of kin who have lived in the Parish of Wiswell continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as "mother, father, brother, sister or adult dependent children"
 - f) Persons who are former residents of the Parish of Wiswell who have moved from the Parish because of a lack of affordable housing in the Parish
 - g) Non first time buyers who can meet one of the qualification provisions set out at paragraphs a - g above
- 1.8.2 First time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either:
- a) currently living in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton for more than 10 years; or
 - b) currently living in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton and have done so continually for between 5 to 10 years; or

- c) currently living in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton and have done so continually for a minimum of 12 months; or
 - d) currently permanently employed in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid; or
 - e) Persons who at least one of the adult applicants have next of kin who have lived in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as "mother, father, brother, sister or adult dependent children".
 - f) Persons who are former residents of the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton who have moved from the Parish because of a lack of affordable housing in the Parish
 - g) Non first time buyers who can meet one of the qualification provisions set out at paragraphs a- g above
- 1.8.3 First time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either
- a) currently living in the Borough of Ribble Valley for more than 10 years or
 - b) currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years; or
 - c) currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months; or
 - d) currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid; or
 - e) Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as "mother, father, brother, sister or adult dependent children"; or

- f) Persons who are former residents of the Borough of Ribble Valley who have moved from the Borough because of a lack of affordable housing in the Borough
- g) Non first time buyers who can meet one of the qualification provisions set out in paragraphs a -g above

2 Public Open Space

- 2.1 To pay £[TBC] of the Public Open Space Contribution to the Council within two (2) months following the date of Occupation of the [TBC]th Market Dwelling.
- 2.2 To pay £[TBC] of the Public Open Space Contribution to the Council within two (2) months following the occupation of the [TBC]th Market Dwelling

SCHEDULE 2

1. The Council covenants with the Owner as follows:
 - 1.1 The Council shall apply the Public Open Space Contribution towards the improvement and future maintenance of the Public Open Space and shall not use the Public Open Space Contribution for any other purpose
 - 1.2 The Council shall refund any unspent amount of the Public Open Space Contribution to the party who made the payment together with any accrued interest on the date which is five (5) years from the date the Public Open Space Contribution was paid.

SCHEDULE 3

The Owners covenant with the County Council as follows:

1. Education Contribution

- 1.1 Not to occupy nor permit the Occupation of the x Residential Unit until 50% of the Education Contribution has been paid to the County Council.
- 1.2 Not to occupy nor permit the Occupation of the x Residential Unit until 100% of the Education Contribution has been paid to the County Council.
- 1.3 Within ten (10) Working Days after the grant of any Reserved Matters Approval to provide the County Council with details of the total number of two (2) bedroom Residential Units, three (3) bedroom Residential Units which are to be provided at the Site pursuant to the Planning Permission and the said Reserved Matters Approval.
- 1.4 For the avoidance of doubt, if for any reason the layout and mix of Residential Units approval pursuant to any Reserved Matters Approval differs to the mix of Residential Units provided in accordance with paragraph 1.3 of this Schedule, the Owners shall notify the County Council within ten (10) Working Days of such amendment to allow the County Council to recalculate the Education Contribution in accordance with paragraph 1.5 of this Schedule and any additional payment required will be paid by the Owners to the County Council with twenty-eight (28) days of receipt of confirmation from the County Council in accordance with paragraph 2.2 of this Schedule.
- 1.5 The Education Contribution shall be the total sum of the Primary School Payment plus the Secondary School Payment in accordance with paragraph 1.6 of this Schedule.
- 1.6 The following formulae shall be applied to calculate the sums of the Primary School Payment and the Secondary School Payment:

The total primary yield shall be calculated in accordance with the following table:

Number of bedrooms	Yield applied per dwelling	Number of dwellings	Primary yield
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1	0.01	TBC	Yield per dwelling x number of dwellings
2	0.07	TBC	Yield per dwelling x number of dwellings
3	0.16	TBC	Yield per dwelling x number of dwellings
4	0.38	TBC	Yield per dwelling x number of dwellings
5	0.44	TBC	Yield per dwelling x number of dwellings
Totals			Total primary yield

The total secondary yield shall be calculated in accordance with the following table:

Number of bedrooms	Yield applied per dwelling	Number of dwellings	Secondary yield for this development
1	0.00	TBC	Yield per dwelling x number of dwellings
2	0.03	TBC	Yield per dwelling x number of dwellings
3	0.09	TBC	Yield per dwelling x number of dwellings
4	0.15	TBC	Yield per dwelling x number of dwellings
5	0.23	TBC	Yield per dwelling x number of dwellings
Totals			Total Secondary yield

SCHEDULE 4

The County Council covenants with the Owner as follows:

1. **Use and return of contributions**
 - 1.1 The County Council shall not use the Education Contribution other than for the purpose of a contribution towards the costs of the provision of additional primary school places at Barrow Primary School and secondary school places at Ribblesdale High School to accommodate the estimated additional pupils at

the Development in accordance with the calculations at paragraph 1.6 of Schedule 3 of this Agreement

- 1.2 Whilst the County Council has confirmed its intention to deliver projects at Barrow Primary School and Ribblesdale High School it should be noted that this would be subject to the following:
- 1.2.1 willingness of school governing body to expand;
 - 1.2.2 planning permission & compliance with section 77 of the Schools Standards and Framework Act 1998 and Schedule 1 to the Academies Act 2010;
 - 1.2.3 consultation with local schools and the community;
 - 1.2.4 parental preference at the time that the places are required;
 - 1.2.5 school standards at the time that the places are required;
 - 1.2.6 suitability of site; and
 - 1.2.7 availability of other funding streams.
- 1.3 The County Council shall hold the Education Contribution in an interest bearing account pending use for the purpose set out in paragraph 1.1 above.
- 1.4 If the Education Contribution is not spent for the purposes set out in Paragraph 1.1 of this Schedule the County Council will refund the Education Contribution in full to the party who made the payment together with any accrued interest and the County Council shall ensure that sufficient local primary and secondary school places are provided to address the impact of the Development at no cost to the Owners.
- 1.5 In the event that the Education Contribution has not been spent or committed for expenditure by the County Council within 5 (five) years following the date of receipt of the final instalment of the Education Contribution the County Council shall refund to the party who paid the Education Contribution any part of it which has not been spent or committed for expenditure, together with any accrued interest.
- 1.6 Upon request, the County Council shall provide to the Owners reasonable evidence as to the expenditure of the sums paid by the Owners under this Agreement.

SCHEDULE 5
DRAFT PLANNING PERMISSION

IN WITNESS whereof this Agreement has been duly executed as a deed by the parties the day and year first before written

THE COMMON SEAL OF)
RIBBLE VALLEY BOROUGH COUNCIL)
Was hereunto affixed to this Deed in the)
presence of:)

Mayor

Chief Executive

THE COMMON SEAL OF
LANCASHIRE COUNTY COUNCIL
Was hereunto affixed to this Deed in the
presence of:-

Authorised Officer

SIGNED AS A DEED AND DELIVERED)
BY ADMIRAL TAVERNS LIMITED) Director
acting by a Director in the presence of

.....
Signature of witness

Name

Address
.....

SIGNED AS A DEED AND DELIVERED BY)
ADMIRAL TAVERNS BIDCO LIMITED) Director
Acting by a director in the presence of



.....
Signature of witness

Name

Address
.....

DATED 22 December 2016

(1) ADMIRAL TAVERNS LIMITED

and

(2) ADMIRAL TAVERNS BIDCO LIMITED

to

(3) RIBBLE VALLEY BOROUGH COUNCIL

and

(4) LANCASHIRE COUNTY COUNCIL

**SECTION 106 UNILATERAL UNDERTAKING
TOWN AND COUNTRY PLANNING ACT 1990**

RELATING TO LAND KNOWN AS
LAND AT NOS.23-25 OLD ROW, WHALLEY ROAD, BARROW, CLITHEROE

THIS UNDERTAKING is made the 22 day of December 2016

MADE BY

1. **ADMIRAL TAVERNS LIMITED** (Company Registration Number 5438628) of Milton Gate, 60 Chiswell Street, London, EC1Y 4AG (hereinafter called "the Owner")
2. **ADMIRAL TAVERNS BIDCO LIMITED** (Company Registration Number 7052594) of Milton Gate, 60 Chiswell Street, London, EC1Y 4AG (hereinafter called "the Mortgagee")

TO

3. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (hereinafter called "the Council")
4. **LANCASHIRE COUNTY COUNCIL** of County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter call the "the County Council")

WHEREAS

- (1) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (2) The Owner is the freehold proprietor with title absolute of the land registered under title number LA834002 within which the Site is located.
- (3) The Mortgagee has the benefit of a registered charge on title number LA834002 by way of a debenture dated 27 June 2013.
- (4) The Owner submitted the Application to the Council on 8 February 2016 and has agreed to enter into this Deed with the intention that the planning obligations contained in this Deed may be enforced by the Council against the Owner and its respective successors in title.

IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

1.1 In this Deed unless the context otherwise requires:

"Act" means the Town and Country Planning Act 1990 (as amended)

"Affordable Housing" means the Older Persons Accommodation which shall only be made available to Approved Persons (in accordance with paragraph 1 of Schedule 1) and which shall comprise of the Affordable Rented Housing and the Shared Ownership Housing

"Affordable Housing Unit" means a unit of Affordable Housing to be constructed on the Site pursuant to the Planning Permission and the Reserved Matters Approval and **"Affordable Housing Units"** shall be construed accordingly

"Affordable Rented Housing" means those Affordable Housing Units constructed pursuant to the Planning Permission and Reserved Matters Approval and transferred to a Registered Provider for allocation as affordable rented housing where the lettings shall be made under a form of tenancy prescribed by the Homes and Communities Agency and at a rent equal to or less than the prevailing affordable rent (inclusive of applicable service charges) permitted by the Homes and Communities Agency which shall normally be 80% of the open market rental value (or the maximum amount of local housing allowance payable for the Residential Unit if this is lower than the calculated 80% figure).

"Affordable Rented Housing Unit" means a unit of Affordable Rented Housing constructed on the Site pursuant to the Planning Permission and **"Affordable Rented Housing Units"** shall be construed accordingly

"Application" means the application for Planning Permission submitted to the Council and allocated reference number 3/2016/0146 for outlined application with all matters reserved for residential development of 23 dwellings with access, parking and associated landscaping following demolition of Nos. 23 and 25 Old Row at the Site

"Commencement of Development" means 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 other than (for the purposes of this Deed and for no other

purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **"Commence Development"** shall be construed accordingly.

"Development" means such development as may be authorised by the Planning Permission

"Dispose" means in relation to the transfer of an interest in property the transfer of a freehold interest or of a leasehold interest of 99 years or more

"Highway Contribution" means the sum of Ten Thousand Pounds (£10,000) to be used towards the improvement of the Public Right of Way

"Index" means the BCIS All In Tender Price Index published by the Royal Institution of Chartered Surveyors or any successor body (or such other index replacing the same)

"Indexation Factor" means the recalculation of a financial contribution to be made under this Deed applying the following formula:

$$A \times B/C = D$$

Where:

A=the contribution payable in accordance with this Deed:

B= the figure shown in the Index for the period immediately prior to the date of payment under this Deed;

C= the figure shown in the Index for the period last published before that date of this Deed; and

D= the recalculated sum under this Deed.

"Market Dwellings" means Residential Units excluding any Affordable Housing Units

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

"Older Persons" means persons over the age of 55

"Older Persons Accommodation" means housing built to meet the Lifetimes Homes Standard and made available to Older Persons and which shall be constructed in a manner which provides that the principal bedroom is located on the ground floor

"Plan 1" means the location plan annexed hereto showing the extent of the Site

"Planning Permission" means the Planning Permission granted pursuant to the Application substantially in the form of the draft annexed hereto at Schedule 3

"Primary Education Contribution" means the sum calculated in accordance with the formula at paragraph 1.2.2 of Schedule 2 of this Deed to be used by the County Council towards the provision of additional places at ~~Barrow~~ ^{Edisford} Primary School or the successor thereto

AG.

"Public Right of Way" means public footpath Wiswell 1 shown edged red on the plan appended to this Deed at Appendix 1

"Public Open Space" means the land identified in the Reserved Matters Application to be used for the purpose of public open space

"Public Open Space Contribution" means the sum to be calculated in accordance with the formula set out at paragraph 2.3 of Schedule 1 of this Agreement which is to be used towards the improvement and future maintenance of the Public Open Space within a period of 5 years from the date of payment and increased by the Indexation Factor from the date 2 years from the date hereof unless it has been paid prior to that date

"Reserved Matters Application" means any reserved matters application to be made for the mix of Residential Units and layout of the Development in accordance with the Planning Permission and reference to the **"Reserved Matters Applications"** shall be construed accordingly

"Reserved Matters Approval" means the Council's approval of a Reserved Matters Application.

"Registered Provider" means a Housing Association approved in writing by the Council, such approval not to be unreasonably withheld, being a registered social landlord or other body recognised by the Homes and Communities Agency (which shall include any successor in title) as a registered provider of affordable housing in accordance with the provisions of the Housing and Regeneration Act 2008.

"Residential Unit(s)" means any unit including house, flat or maisonette to be constructed on the Site pursuant to the Planning Permission primarily for the purpose of residential occupation

"Secondary Education Contribution" means the sum calculated in accordance with paragraph 1.2.5 of Schedule 2 of this Deed to be used by the County Council towards the provision of additional places at Ribblesdale High School or the successor thereto

"Scheme Development Standard" means Residential Units constructed in accordance with the 2010 Editions of the Building Regulations Approved Documents including an element for provision of renewable energy and to a specification to be agreed between the RP and the Developer.

"Shared Ownership Housing" means the Affordable Housing Units constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as Shared Ownership Housing. Each occupier may acquire an interest in the Dwelling of between 25% and 80% and may staircase up to 100% of the Open Market Value of the Dwelling in increments at times of his/her election the balance of the equity in the Dwelling being let to the occupier at a rent equal to or less than that permitted by the Homes and Communities Agency. Unless otherwise agreed in

writing with the Council, the Shared Ownership Housing shall comprise not less than fifty per cent (50%) of the Affordable Housing.

"Shared Ownership Housing Unit" means a unit of Shared Ownership Housing constructed on the Site pursuant to the Planning Permission and **"Shared Ownership Housing Units"** shall be construed accordingly

"Site" means the land shown edged red on Plan 1 annexed hereto

"Spare Primary School Places" means the number of primary school places estimated to be available by the County Council in its 5 year pupil projections existing on the date of payment of the Primary Education Contribution

"Spare Secondary School Places" means the number of secondary school places estimated to be available by the County Council in its 5 year pupil projections existing on the date of payment of the Secondary Education Contribution

"Working Day" means any day except Saturdays, Sundays or bank holidays and reference to **"Working Days"** shall be construed accordingly

Interpretation

- 1.2 The headings in this Deed do not and will not by implication form any part of this Deed and shall have no legal force whatsoever
- 1.3 Unless the context requires otherwise reference to this Deed to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Deed
- 1.4 Where any part to this Deed comprises two or more persons any obligation on the part of that party contained or implied in this Deed shall be deemed to be joint and several obligations on the part of these persons and references to that party shall include reference to each or any of those persons
- 1.5 A reference to any statute or statutory section shall be taken to include a reference to any statutory, amendment, modification or re-enactment of it for the time being in force

- 1.6 Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa

2 Legal Basis

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 2.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to section 106 of the Act and shall be enforceable against the Owner and its successors in title by the Council as the local planning authority.

3 Conditionality

This Deed is conditional upon:

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

save for the provisions of Clauses 4 and 7.1, 9 and 10 which shall come into effect immediately upon completion of this Deed.

4 Enforceability

- 4.1 This Deed is a planning obligation with the intent to bind the Site and the Owner to observe and perform the covenants herein
- 4.2 No persons shall be liable for a breach of covenant contained in this Deed after he shall have parted with his interest in the Site or the part in respect of which such a breach occurs but without prejudice to liability for any existing breach of covenant prior to parting with such interest
- 4.3 The provisions of this Deed are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or successors in the title to the Owners) pursuant to the Contract (Rights of Third Parties) Act 1999
- 4.4 This Deed shall be registered as a local land charge by the Council.

4.5 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.

4.6 This Deed shall cease to have effect (insofar as it has not already been complied with) if the Planning Permission is 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.

4.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

5 Service of Notices

Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Deed shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered delivery post to the party to be delivered to the address herein specified or to such other address as may from time to time be notified for the purposes of notice in writing

6 Covenants

6.1 The Owner hereby covenants with the Council to perform the obligations as specified in Schedule 1

6.2 The Owner hereby covenants with the County Council to perform the obligations as specified in Schedule 2

7 Miscellaneous

7.1 Nothing in this Deed shall affect, bind or be enforceable against any individual person occupying for residential purposes any completed Residential Unit and its curtilage acquired or leased by them on the Site

7.2 Nothing in this Deed is intended to restrict the exercise by the Council of any of its statutory powers

7.3 If any provision in this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining

provisions hereof shall not in any way be deemed thereby to be affected or impaired

- 7.4 This Deed and is enforceable by the Council
- 7.5 The Owner shall pay the Council's legal fees incurred in relation to this Deed on the date of this Deed in the sum of £330.
- 7.6 The Owner shall pay the County Council's legal fees incurred in relation to this Deed on the date of this Deed in the sum of £250.

8. Mortgagee

- 8.1 The Mortgagee consents to the completion of this Deed and declares that its interest in the Site shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Site. The Mortgagee shall have no liability under this Deed unless it takes possession of the Site or any part of the Site or otherwise exercises any contractual or statutory power in relation to the Site.

9. Jurisdiction

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

10. Delivery

- 10.1 The Parties have executed this Deed as a deed and it is delivered on the date set out at the front of this Deed.

SCHEDULE 1

The Owner covenants with the Council as follows:

1. Affordable Housing

- 1.1 Not less than seven (7) Residential Units to be constructed on the Site pursuant to the Planning Permission shall be Affordable Housing Units
- 1.2 The Affordable Housing Units shall consist of four (4) Shared Ownership Units and three (3) Affordable Rented Units (or such other type or mix of tenure as the Council may approve in writing)
- 1.3 To construct the Affordable Housing Units in accordance with the Planning Permission and the Reserved Matters Approval and the Scheme Development Standards and to provide satisfactory evidence of the same to the Council
- 1.4 Not to Occupy more than 25% of the Market Dwellings until the Owner has entered into a binding contract with a Registered Provider for the transfer of the completed Affordable Housing Units and not to occupy more than 50% of the Market Dwellings prior to the completion of the Affordable Housing Units.
- 1.5 The layout of the Affordable Housing shall provide that the principal bedroom is located on the ground floor.
- 1.6 "Approved Persons" for the purposes of the Affordable Housing and in order of priority are detailed below:
 - 1.6.1 Older Persons who can demonstrate a housing need for the type of an Affordable Housing Unit who are either:
 - a) currently living in the Parish of Wiswell for more than 10 years
 - b) currently living in the Parish of Wiswell and have done so continually for between 5 to 10 years
 - c) currently living in the Parish of Wiswell and have done so continually for a minimum of 12 months

- d) currently permanently employed in the Parish of Wiswell for a minimum of 12 months and are employed for a minimum of 18 hours per week paid or unpaid or
- e) Older Persons who have next of kin who have lived in the Parish of Wiswell continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as "mother, father, brother, sister or adult dependent children".
- f) Older Persons who are former residents of the Parish of Wiswell who have moved from the Parish because of a lack of affordable housing in the Parish

1.6.2 Older Persons who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either:

- a) currently living in the Parishes of Whalley, Sabden, Pendleton and Little Mitton for more than 10 years; or
- b) currently living in the Parishes of Whalley, Sabden, Pendleton and Little Mitton and have done so continually for between 5 to 10 years; or
- c) currently living in the Parishes of Whalley, Sabden, Pendleton and Little Mitton and have done so continually for a minimum of 12 months; or
- d) currently permanently employed in the Parishes of Whalley, Sabden, Pendleton and Little Mitton for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid; or
- e) Older Persons who have next of kin who have lived in the Parishes of Whalley, Sabden, Pendleton and Little Mitton continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as "mother, father, brother, sister or adult dependent children".
- f) Older Persons who are former residents of the Parishes of Whalley, Sabden, Pendleton and Little Mitton who have moved from the Parish because of a lack of affordable housing in the Parish

1.6.3 Older Persons who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either:

- a) currently living in the Borough of Ribble Valley for more than 10 years or

- b) currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years; or
- c) currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months; or
- d) currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid; or
- e) Older Persons who have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as "mother, father, brother, sister or adult dependent children"; or
- f) Older Persons who are former residents of the Borough of Ribble Valley who have moved from the Borough because of a lack of affordable housing in the Borough

2. Affordable Rented Housing Units

The Owner covenants with the Council:

- 2.1 to construct the Affordable Rented Unit which is let subject to an assured tenancy agreement with the Registered Provider to persons identified in accordance with the nominations requirements as agreed with the Council at a rent not exceeding the target rent of the Homes and Communities Agency
- 2.2 Unless otherwise agreed in writing with the Council the Affordable Rented Housing shall comprise not less than fifty per cent (50%) of the Affordable Housing Units

3. Shared Ownership Units

The Owners covenant with the Council:

- 3.1 To construct the Affordable Housing Units constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as Shared Ownership Housing. Each occupier may acquire an interest in the Dwelling of between 25% and 80% and may staircase up to 100% of the

Open Market Value of the Dwelling in increments at times of his/her election the balance of the equity in the Dwelling being let to the occupier at a rent equal to or less than that permitted by the Homes and Communities Agency. Unless otherwise agreed in writing with the Council, the Shared Ownership Housing shall comprise not less than fifty per cent (50%) of the Affordable Housing.

4 Public Open Space

- 4.1 To pay 50% of the Public Open Space Contribution to the Council within two (2) months following the date of Occupation of the 6th Market Dwelling.
- 4.2 To pay the remaining 50% of the Public Open Space Contribution to the Council within two (2) months following the date of occupation of the 12th Market Dwelling
- 4.3 The Public Open Space Contribution shall be calculated in accordance with the following formula:

Number of bedrooms	Occupancy ratio	Number of dwellings	Formula
1	1.3	TBC	Occupancy ratio x number of 1 bedroom dwellings x £216.90 (per person cost)
2	1.8	TBC	Occupancy ratio x number of 2 bedroom dwellings x £216.90 (per person cost)
3	2.5	TBC	Occupancy ratio x number of 3 bedroom dwellings x £216.90 (per person cost)
4	3.1	TBC	Occupancy ratio x number of 4 bedroom dwellings x £216.90 (per person cost)
5+	3.5	TBC	Occupancy ratio x number of 5 or more bedroom dwellings x £216.90 (per person cost)
Total		Total Public Open Space Contribution	

SCHEDULE 2

The Owner covenants with the County Council as follows:

1. Education Contribution

1.1. Not to Occupy the 18th Dwelling until the Primary Education Contribution and the Secondary Education Contribution have been paid to the County Council

1.2. The following formulae shall be applied to calculate the sums of the Primary Education Contribution and the Secondary Education Contribution:

Primary Education Contribution

1.2.1. $(£12,257 \times 0.97) \times 272/240 = £13,474.53$ per place

1.2.2. $£13,474.53 \times (\text{total primary yield less the Spare Primary School Places}) = \text{Primary Education Contribution}$

1.2.3. The total primary yield shall be calculated in accordance with the following table PROVIDED ALWAYS that the Older Persons Accommodation shall be excluded in calculating the total primary yield.

Number of bedrooms	Yield applied per dwelling	Number of dwellings	Primary yield
1	0.01	TBC	Yield per dwelling x number of 1 bedroom Residential Units (excluding the Older Persons Accommodation)
2	0.07	TBC	Yield per dwelling x number of 2 bedroom Residential Units (excluding the Older Persons Accommodation)

3	0.16	TBC	Yield per dwelling x number of 3 bedroom Residential Units (excluding the Older Persons Accommodation)
4	0.38	TBC	Yield per dwelling x number of 4 bedroom Residential Units (excluding the Older Persons Accommodation)
5	0.44	TBC	Yield per dwelling x number of 5 bedroom Residential Units (excluding the Older Persons Accommodation)
Totals			Total primary yield

Secondary Education Contribution

1.2.4. $(£18,469 \times 0.97) \times 272/240 = £20,303.59$ per place

1.2.5. $£20,303.59 \times (\text{total secondary yield less the Spare Secondary School Places}) = \text{Secondary School Payment}$

1.2.6. The total secondary yield shall be calculated in accordance with the following table PROVIDED ALWAYS that the Older Persons Accommodation shall be excluded in calculating the total secondary yield:

Number of bedrooms	Yield applied per dwelling	Number of dwellings	Secondary yield for this development
1	0.00	TBC	Yield per dwelling x number of 1 bedroom Residential Units (excluding the Older Persons Accommodation)
2	0.03	TBC	Yield per dwelling x number of 2 bedroom Residential Units (excluding the Older Persons Accommodation)
3	0.09	TBC	Yield per dwelling x number of 3 bedroom Residential Units (excluding the Older Persons Accommodation)

4	0.15	TBC	Yield per dwelling x number of 4 bedroom Residential Units (excluding the Older Persons Accommodation)
5	0.23	TBC	Yield per dwelling x number of 5 bedroom Residential Units (excluding the Older Persons Accommodation)
Totals			Total secondary yield

1.2.7. For the avoidance of doubt, if the County Council's re-calculations show that the number of Spare Places in primary or secondary schools has increased then there may be a reduction in the payment due in accordance with the re-calculated shortfall. If the re-calculated number of Spare Places is expected to exceed the calculated pupil yield from this development as per this Schedule, then no Primary Education Contribution or Secondary Education Contribution (as the case may be) shall be payable.

2. Highway Contribution

2.1. Not to Occupy the 1st Dwelling until the Highway Contribution has been paid to the County Council

SCHEDULE 3
DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

Development Department

**Council Offices, Church Walk, Clitheroe, Lancashire,
BB7 2RA**

**Telephone: 01200 Fax: 01200
425111 414488**

Planning Fax: 01200 414487

Town and Country Planning Act 1990

OUTLINE PLANNING PERMISSION

APPLICATION NO: 3/2016/0146

DECISION DATE: 15 December 2016

DATE RECEIVED: 16/02/2016

APPLICANT:

**Admiral Taverns
c/o Agent**

AGENT:

**Mr James Sturgess
Caldecotte Consultants
15 London House
Swinfens Yard
Stony Stratford
Buckinghamshire
MK11 1SY**

PARTICULARS OF DEVELOPMENT:

Outline application with all matters reserved for residential development of 23 dwellings, following the demolition of Nos.23 25 Old Row and with indicative details submitted for access, parking and associated landscaping.

AT: Old Row Whalley Road Barrow BB7 9AZ

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 all reserved matters must be made not later than the expiration of three years beginning with the date of this permission and the development must be begun not later than whichever is the later of the following dates.**

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

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

REASON: Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2016/0146

DECISION DATE:

-
- 2 No development shall begin 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') has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

REASON: To comply with Policy DMG1 of the Ribble Valley Core Strategy and in order that the Local Planning Authority should be satisfied as to the details and because the application was made for outline permission.

- 3 Unless explicitly required by condition within this consent, the development hereby permitted shall be carried out in complete accordance with the proposals as detailed on drawings:

00 rev A (Location Plan - scale 1:2500)
34 (Bus Stop upgrade)

REASON: For the avoidance of doubt and to clarify which plans are relevant to the consent.

- 4 The development hereby permitted shall not exceed 23 dwellings (use class C3) in accordance with the submitted application form and illustrative layout plan.

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

Drainage and floodrisk:

- 5 Prior to the commencement of the development, a strategy outlining the general system of drainage for foul and surface water flows arising from the site shall be submitted to and approved in writing by the Local Planning Authority. This strategy shall include a programme of works showing build rates, a load and flow impact assessment, preferred discharge points, the proposed rates of flow for each discharge point and details of any necessary infrastructure. Thereafter the detailed scheme for foul and surface water drainage shall be submitted to and approved in writing by the Local Planning Authority and no dwelling hereby permitted in outline shall be occupied until after the drainage system has been provided in accordance with the approved details.

REASON: In order to ensure the satisfactory drainage of the development in accordance with Policy DME6 of the Ribble Valley Core Strategy.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2016/0146

DECISION DATE:

- 6 Prior to the commencement of development, details of how foul and surface water shall be drained on separate systems shall be submitted to the Local Planning Authority and approved in writing. The development shall be completed, maintained and managed in accordance with the approved details.

REASON: In order to ensure the satisfactory drainage of the development in accordance with Policy DME6 of the Ribble Valley Core Strategy.

- 7 As part of any reserved matters application and prior to the commencement of any development, the following details shall be submitted to, and approved in writing by, the local planning authority, in consultation with the Lead Local Flood Authority.

Surface water drainage scheme which as a minimum shall include:

a) Information about the lifetime of the development design storm period and intensity (1 in 30 & 1 in 100 year +30% allowance for climate change), discharge rates and volumes (both pre and post development), temporary storage facilities, means of access for maintenance and easements where applicable, the methods employed to delay and control surface water discharged from the site, and the measures taken to prevent flooding and pollution of the receiving groundwater and/or surface waters, including watercourses, and details of flood levels in AOD;

b) The drainage scheme should demonstrate that the surface water run-off must not exceed the peak greenfield runoff rate for same event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

c) Any works required off-site to ensure adequate discharge of surface water without causing flooding or pollution (which should include refurbishment of existing culverts and headwalls or removal of unused culverts where relevant);

d) Flood water exceedance routes, both on and off site;

e) A timetable for implementation, including phasing where applicable;

f) Site investigation and test results to confirm infiltrations rates;

g) Details of water quality controls, where applicable.

h) Details of finished floor levels

The scheme shall be fully implemented and subsequently maintained, 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.

REASON: To prevent and reduce the risk of flooding on and adjacent to the site and to ensure that water quality is not detrimentally impacted by the development proposal in accordance with Policy DME6 of the Ribble Valley Core Strategy national guidance within the NPPF.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2016/0146

DECISION DATE:

- 8 No development hereby permitted shall be occupied until the sustainable drainage scheme for the site has been completed in accordance with the submitted details. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

REASON: To ensure that the drainage for the proposed development can be adequately maintained and to ensure that there is no flood risk on or off the site resulting from the proposed development or resulting from inadequate the maintenance of the sustainable drainage system in accordance with Policy DME6 of the Ribble Valley Core Strategy and national guidance within the NPPF.

- 9 No development shall commence until details of an appropriate management and maintenance plan for the sustainable drainage system for the lifetime of the development have been submitted which, as a minimum, shall include:

a) the arrangements for adoption by an appropriate public body or statutory undertaker, management and maintenance by a *Residents' Management Company*

b) arrangements concerning appropriate funding mechanisms for its on-going maintenance of all elements of the sustainable drainage system (including mechanical components) and will include elements such as:

i. on-going inspections relating to performance and asset condition assessments

ii. operation costs for regular maintenance, remedial works and irregular maintenance caused by less sustainable limited life assets or any other arrangements to secure the operation of the surface water drainage scheme throughout its lifetime;

c) Means of access for maintenance and easements where applicable.

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

REASON: To ensure that appropriate and sufficient funding and maintenance mechanisms are put in place for the lifetime of the development, to reduce the flood risk to the development as a result of inadequate maintenance and to identify the responsible organisation/body/company/undertaker for the sustainable drainage system in accordance with Policy DME6 of the Ribble Valley Core Strategy and national guidance within the NPPF.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2016/0146

DECISION DATE:

- 10 No development shall take place until further investigations are carried out to establish the location, capacity, condition and discharge point of the culvert referred to in the Flood Risk Assessment. The surface water drainage strategy and Flood Risk Assessment should be revised to accommodate findings as appropriate. Prior to commencement of development, the revised surface water drainage strategy should be submitted to and approved by the Local Planning Authority in consultation with Lancashire County Council in their role as Lead Local Flood Authority.

REASON: To ensure that the watercourse does not pose a flood risk, on-site or off-site in accordance with Policy DME6 of the Ribble Valley Core Strategy and national guidance within the NPPF.

- 11 Prior to the commencement of any development, a surface water drainage scheme, based on the hierarchy of drainage options in the National Planning Practice Guidance with evidence of an assessment of the site conditions shall be submitted to and approved in writing by the Local Planning Authority.

The surface water drainage scheme must be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards. In the event of surface water draining to the combined public sewer, the pass forward flow rate to the public sewer must be restricted to 5l/s.

REASON: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution in accordance with Policy DME6 of the Ribble Valley Core Strategy and national guidance within the NPPF and the NPPG.

- 12 Prior to the commencement of the development a sustainable drainage management and maintenance plan for the lifetime of the development shall be submitted to the Local Planning Authority and agreed in writing. The sustainable drainage management and maintenance plan shall include as a minimum:

a. The arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by a Resident's Management Company; and

b. Arrangements concerning appropriate funding mechanisms for its ongoing maintenance of all elements of the sustainable drainage system (including mechanical components) and will include elements such as ongoing inspections relating to performance and asset condition assessments, operation costs, regular maintenance, remedial works and irregular maintenance caused by less sustainable limited life assets or any other arrangements to secure the operation of the surface water drainage scheme throughout its lifetime. The development shall subsequently be completed, maintained and managed in accordance with the approved plan.

REASON: To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is a funding and maintenance mechanism for the lifetime of the development in accordance with Policy DME6 of the Ribble Valley Core Strategy and national guidance within the NPPF.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2016/0146

DECISION DATE:

Archaeology

- 13** No works shall take place on the site until the applicant, or their agent or successors in title, has secured the implementation of a programme of archaeological work. This must be carried out in accordance with a written scheme of investigation, which shall first have been submitted to and agreed in writing by the Local Planning Authority.

REASON: To ensure and safeguard the recording and inspection of matters of archaeological/historical importance associated with the site and buildings in accordance with Policy DME4 of the Ribble Valley Core Strategy and national guidance within the NPPF.

Contamination

- 14** Prior to the commencement of development, an intrusive ground investigation shall be carried out as recommended and described in Section 7 (Further Works) of the Phase I (desk study) Investigation Report by Opus that was submitted with the outline application; and a report of the findings of the investigation shall be submitted for the written approval of the Local Planning Authority. Any mitigation measures that are found to be necessary shall be carried out to the satisfaction of the Local Planning Authority prior to the commencement of development.

REASON: In the interests of providing an appropriate environment for the end users of the development and to comply with Policy DMG1 of the Ribble Valley Core Strategy.

Demolition

- 15** Prior to the commencement of any demolition works on the former public house (no 25) or the attached cottage (no 23) precise details of the means of making good the exposed gable wall of no 21 Old Row, including details of the external finish of that wall, shall be submitted to and approved in writing by the Local Planning Authority. These works shall be carried out to the satisfaction of the Local Planning Authority in accordance with the timescale that has first also been submitted to and approved in writing by the Local Planning Authority.

REASON: In the interests of the amenities of the owners/occupiers of that neighbouring dwelling and the visual amenities of the locality and to comply with Policy DMG1 of the Ribble Valley Core Strategy.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2016/0146

DECISION DATE:

Renewable energy

- 16 Prior to commencement of development on site, a scheme shall be submitted to and approved in writing by the Local Planning Authority (including a timetable for implementation) to secure at least 10% of the energy supply of the development hereby permitted from renewable or low carbon energy sources or a scheme that demonstrates that alternative measures will achieve at least 10% less energy consumption than similar development constructed in accordance with the current Building Regulations Standards. The approved scheme/details shall be implemented as part of the development/as approved and retained as operational thereafter.

REASON: In order to encourage renewable energy and to comply the Key Statement EN3 and Policies DMG1 and DME5 of the Ribble Valley Core Strategy

Noise mitigation

- 17 The reserved matters application shall include a scheme of noise mitigation measures which shall then be fully implemented in accordance with the approved details.

REASON: To ensure a satisfactory level of amenity for the future occupiers of the proposed dwelling in order to comply with Policy DMG1 of the Ribble Valley Core Strategy.

Ecology and trees

- 18 All tree works/tree protection shall be carried out in strict accordance with the submitted Arboricultural Impact Assessment Overview dated February 2016. The specified tree protection measures shall remain in place throughout the construction phase of the development and the methodology hereby approved shall be adhered to during all site preparation/construction works.

REASON: To ensure the adequate protection of trees/hedging of landscape and visual amenity value on and adjacent to the site or those likely to be affected by the proposed development in accordance with Policies DMG1 and DME1 of the Ribble Valley Core Strategy.

- 19 The development hereby approved shall be carried out in complete accordance with the mitigation measures detailed/recommended within Section 5 of the submitted Extended Phase 1 Habitat Survey reference 160111.

REASON: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and reduce the impact of development in accordance with Policies DMG1 and EN4 of the Ribble Valley Core Strategy.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2016/0146

DECISION DATE:

- 20 No development shall take place until details of the provisions to be made for building dependent species of conservation concern, artificial bird nesting boxes and artificial bat roosting sites 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. The details shall also identify the actual wall and roof elevations into which the above provisions shall be incorporated.

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 and retained thereafter unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and reduce the impact of development in accordance with Policies DMG1 and EN4 of the Ribble Valley Core Strategy.

- 21 Notwithstanding the submitted details, no development, including any site preparation, demolition, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site until details of a scheme for any external building or ground mounted lighting/illumination, shall have been submitted to and approved in writing by the local planning authority.

For the avoidance of doubt the submitted details shall include luminance levels and demonstrate how any proposed external lighting has been designed and located to avoid excessive light spill/pollution and shall include details to demonstrate how artificial illumination of important wildlife habitats is minimised/mitigated.

The lighting schemes(s) shall be implemented in accordance with the approved details and retained as approved unless agreed in writing by the Local Planning Authority .

REASON: To enable the Local Planning Authority to exercise control over development which could prove materially harmful the character and visual amenities of the immediate area and to minimise/mitigate the potential impacts upon protected species resultant from the development in accordance with Key Statement EN4 and Policies DMG1 and DME3 of the Ribble Valley Core Strategy.

- 22 Any removal of vegetation, including trees and hedges, should be undertaken outside the nesting bird season (March to August) unless a pre-clearance check has by carried out by a licensed ecologist on the day of removal.

REASON: To ensure that there are no adverse effects on the favourable conservation status of birds and to protect the bird population from damaging activities and reduce or remove the impact of development in accordance with Key Statement EN4 and Policies DMG1 and DME3 of the Ribble Valley Core Strategy.

**RIBBLE VALLEY BOROUGH COUNCIL
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APPLICATION NO: 3/2016/0146

DECISION DATE:

Highways

- 23 The new estate road for the residential development shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level up to the entrance of the site compound before any development takes place within the site and shall be further extended before any development commences fronting the new access road.

REASON: To ensure that satisfactory access is provided to the site before the development hereby permitted becomes operative in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

- 24 No part of the development shall be commenced until the visibility splays are agreed with the Local Planning Authority in consultation with the local highway authority. The land within these splays shall be maintained thereafter, free from obstructions such as walls, fences, trees, hedges, shrubs, ground growth or other structures within the splays in excess of 1.0 metre in height above the height at the centre line of the adjacent carriageway.

REASON: To ensure adequate visibility at the street junction or site access in the interest of highway safety in accordance with Quality of Development Policy and Transport Policies DMG1 and DMG3 in the Ribble Valley Core Strategy.

- 25 No part of the development hereby approved shall commence until a scheme for the construction of the site access and the off-site works of highway improvement has been submitted to, and approved by, the Local Planning Authority in consultation with the Highway Authority as part of a section 278 agreement, under the Highways Act 1980. Such highway improvement works will also include the upgrading of two bus stops on Whalley Road to "quality bus stops" (identified on drawing no. 34), highway improvements for the site access and gateway features to the north.

REASONS: In order to satisfy the Local Planning Authority and Highway Authority that the final details of the highway scheme/works are acceptable before work commences on site and to enable all construction traffic to enter and leave the premises in a safe manner without causing a hazard to other road users in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

- 26 Prior to the start of the development, a joint survey shall be carried out between the developer and the planning authority (in conjunction with the highway authority) to determine the condition of Whalley Road. A similar survey shall be carried out every six months and the final inspection within one month of the completion of the last house, and the developer shall make good any damage to Whalley Road to return it to the pre-construction situation as required.

REASON: To maintain the construction quality of the Whalley Road in the interest of highway safety in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

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- 27 No development shall take place, including any works of demolition, until a construction method statement has been submitted to and approved in writing by the local planning authority. The approved statement shall be adhered to throughout the construction period. It shall provide details in respect of:

- "Timing of delivery of all off site highway works
- "The parking of vehicles of site operatives and visitors
- "The loading and unloading of plant and materials
- "The storage of plant and materials used in constructing the development
- "The erection and maintenance of security hoarding
- "Wheel washing facilities and road sweeper
- "Details of working hours
- "Contact details for the site manager
- "Periods when plant and materials trips should not be made to and from the site (mainly peak hours but the developer to identify times when trips of this nature should not be made)
- "Routes to be used by vehicles carrying plant and materials to and from the site
- "Measures to ensure that construction and delivery vehicles do not impede access to adjoining properties.

REASON: In order to ensure that appropriate measures are put in place to limit noise, nuisance and disturbance to the occupiers of neighbouring dwellings and to ensure the development would not be of detriment to the safe operation of the immediate highway during the construction of the development in accordance with Policies DMG1, DMG3 and DM12 of the Ribble Valley Core Strategy.

- 28 No development shall be commenced until an Estate Street Phasing and Completion Plan has been submitted to and approved in writing by the Local Planning Authority. The Estate Street Phasing and Completion Plan shall set out the development phases and the standards that estate streets serving each phase of the development will be completed. The Estate Street Phasing and Completion Plan shall set out dates for entering of the section 38 agreement of the Highways Act 1980 or the establishment of a private management and Maintenance Company.

REASON: To ensure that the estate streets serving the development are completed and thereafter maintained to an acceptable standard in the interest of residential financial security and highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the development; and to safeguard the visual amenities of the locality and users of the highway in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

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- 29 No development shall be commenced until details of the proposed arrangements for future management and maintenance of the proposed streets within the development have been submitted to and approved by the local planning authority. [The streets shall thereafter be maintained in accordance with the approved management and maintenance details until such time as an agreement has been entered into under section 38 of the Highways Act 1980 or a private management and Maintenance Company has been established].

REASON: To ensure that the estate streets serving the development are completed and thereafter maintained to an acceptable standard in the interest of residential financial security and highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the development; and to safeguard the visual amenities of the locality and users of the highway in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

- 30 No development shall be commenced until full engineering, drainage, street lighting and constructional details of the streets proposed for adoption have been submitted to and approved in writing by the Local Planning Authority. The development shall, thereafter, be constructed in accordance with the approved details, unless otherwise agreed in writing with the Local Planning Authority.

REASON: In the interest of highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the approved development; and to safeguard the visual amenities of the locality and users of the highway in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

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.
- 3 The Local Planning Authority operates a pre-planning application advice service which applicants are encouraged to use. Whether or not this was used, the Local Planning Authority has endeavoured to work proactively and positively to resolve issues and considered the imposition of appropriate conditions and amendments to the application to deliver a sustainable form of development.
- 4 For the avoidance of doubt, this response does not grant the applicant permission to connect to the ordinary watercourse(s) and, once planning permission has been obtained, it does not mean that land drainage consent will be given.

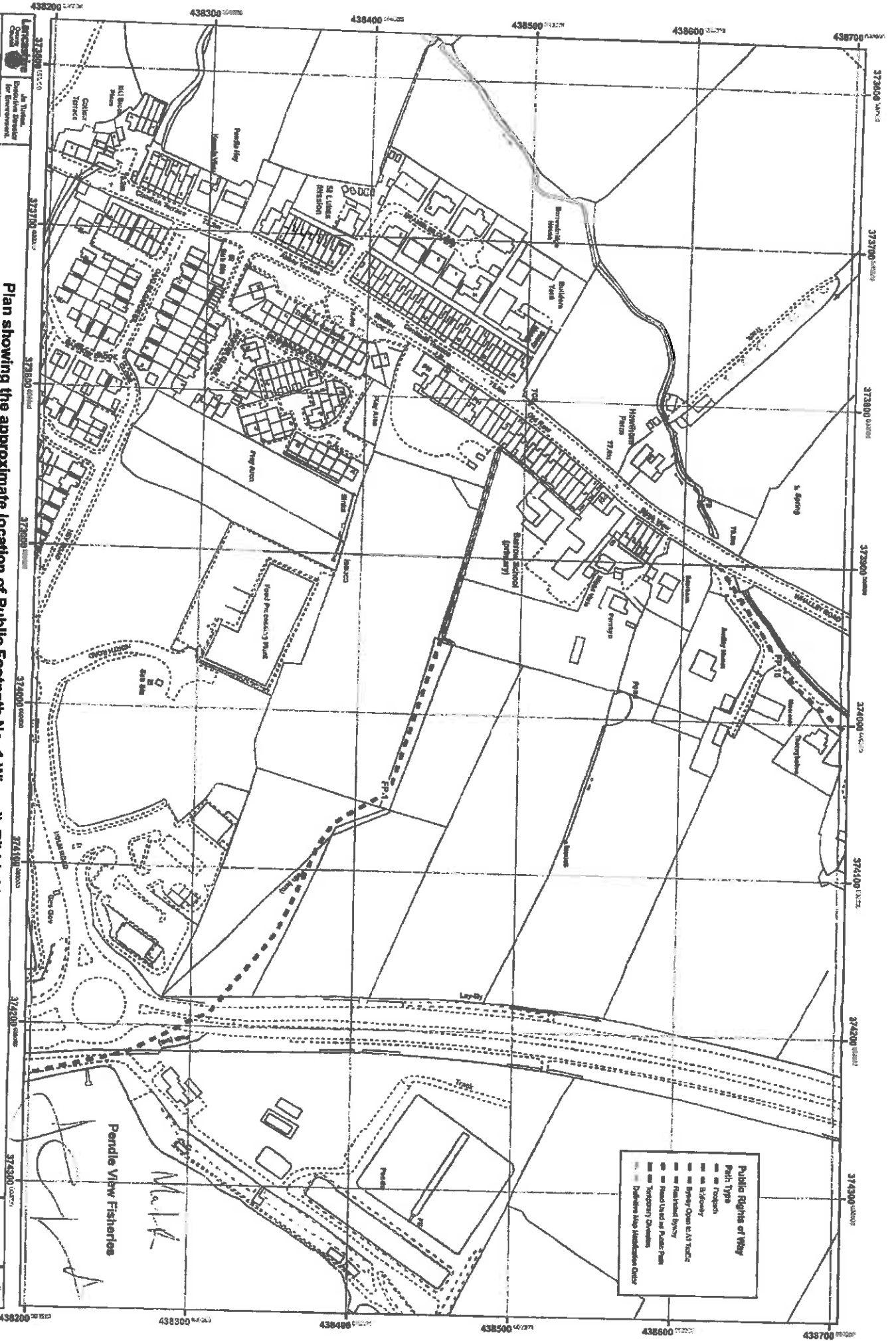
**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2016/0146

DECISION DATE:

**JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES**

APPENDIX 1
PUBLIC RIGHT OF WAY

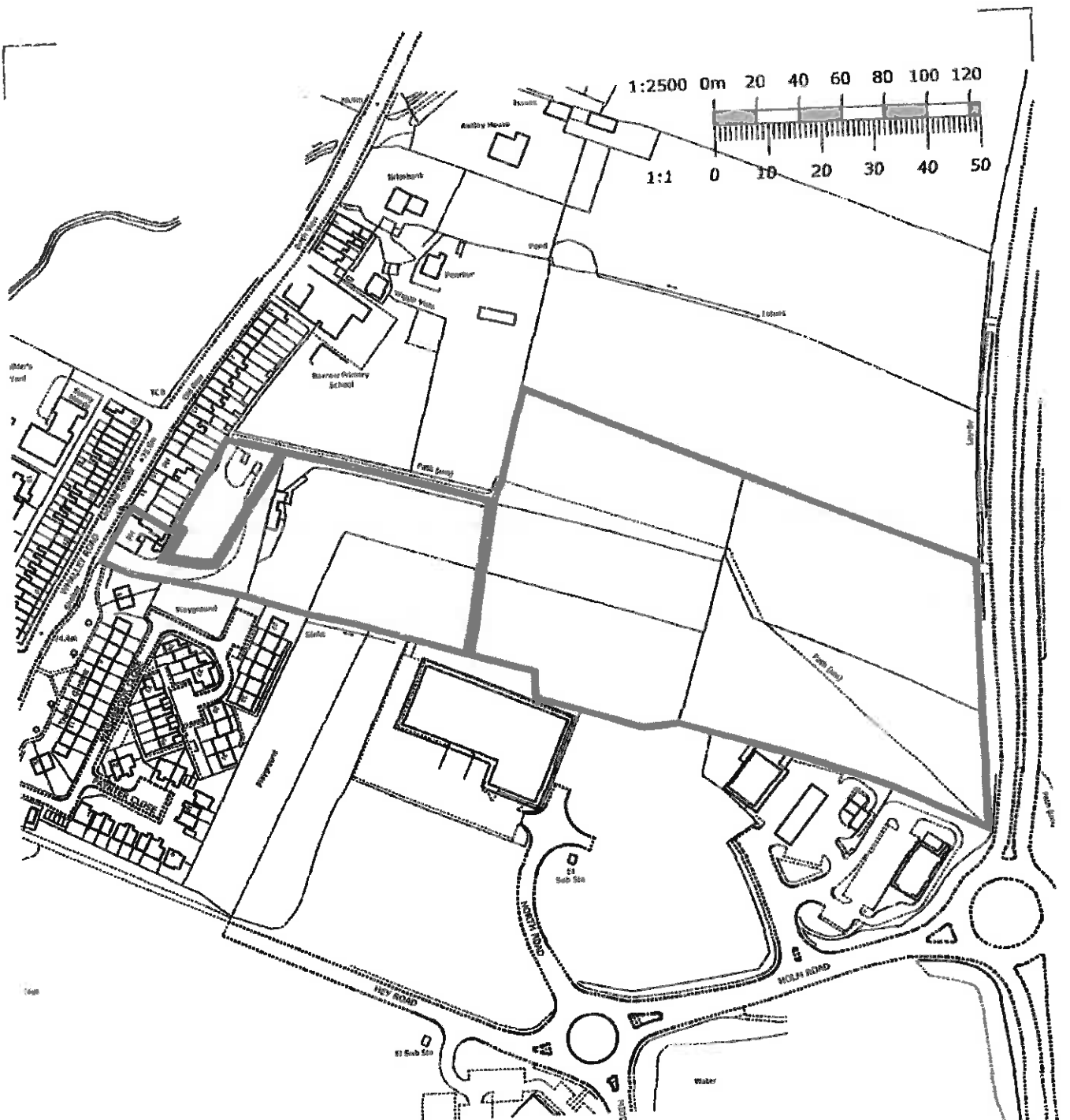


Plan showing the approximate location of Public Footpath No. 1 Wiswell, Ribbles Valley

This map is prepared for the Ribbles Valley Local Authority and is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

Local Authority
Ribbles Valley
for Environment

1:2,000



Rev A 07/03/16 OS Data updated/resident's parking removed

on behalf of:

CaldecotteGroup 

site area:

0.963 hectares / 2.38 acres

issued for:

PLANNING

project:

**LAND OFF WHALLEY ROAD
BARROW**

drawing:

LOCATION PLAN

project
number:

5251

drawing
number:

00

north:



revision:

A

sursham tompkins
architectural services & project management

■ cottage farm ■ sywell ■ northampton ■ NN6 0B3
■ t: 01604 64 65 66 ■ f: 01604 64 63 62 ■ e: info@surshamtompkins.co.uk
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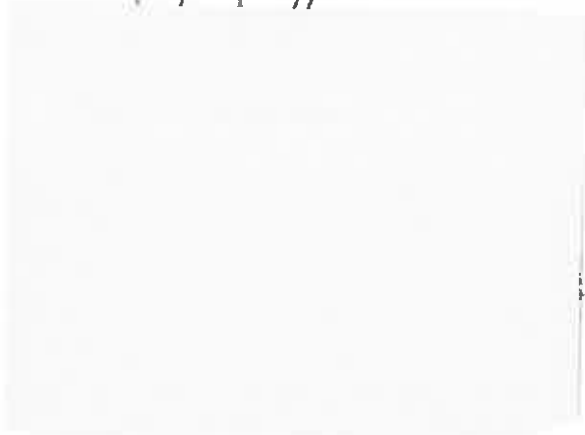
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conveyance must be made by deed to the appropriate authority, and the appropriate authority must be satisfied that the proposed development is in accordance with the relevant planning permission.
This drawing and the building upon it are the copyright of this practice and may not be reproduced without the written permission of the practice.

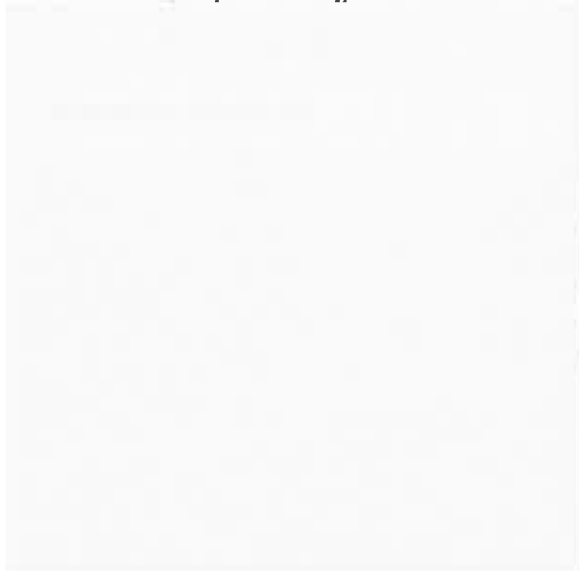
FILE LOCATION - \\sursham\company\projects\5251 King Charles, Caldecotte\02 drawings\06 surveys & maps\00a location plan

IN WITNESS whereof this Deed has been duly executed as a deed by the parties the day and year first before written

**SIGNED AS A DEED AND DELIVERED
BY ADMIRAL TAVERNS LIMITED
acting by a Director in the presence of**



**SIGNED AS A DEED AND DELIVERED BY
ADMIRAL TAVERNS BIDCO LIMITED
acting by a director in the presence of**



Director

