

DATED

16th April

2020

RIBBLE VALLEY BOROUGH COUNCIL (1)

**ALAN LIONEL HUDD AND ASTUTE PENSION
TRUSTEES LIMITED (2)**

ALCHEMIE TECHNOLOGY LIMITED (3)

SECTION 106 AGREEMENT

Relating to Blue Bell Farm, Higher Road, Longridge

Birketts

Birketts LLP: Offices in Cambridge | Chelmsford | Ipswich | Norwich
www.birketts.co.uk

THIS DEED is made the

16th day of

April

2020

BETWEEN

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire (hereinafter called "**the Council**")
2. **ALAN LIONEL HUDD** of 45 Berry Lane, Longridge, Preston PR3 3JP and **ASTUTE PENSION TRUSTEES LIMITED** (Co. Regn. No. 08696449) whose registered office is situated at C/O Calvert Dawson Ltd, 288 Oxford Road, Gomersal, Cleckheaton, West Yorkshire, England, BD19 4PY (hereinafter called "**the Owner**")
3. **ALCHEMIE TECHNOLOGY LIMITED** (Co. Regn. No. 08700329) whose registered office is situated at Blue Bell Farm, Higher Road, Longridge, Preston, United Kingdom, PR3 2YX (hereinafter called "**the Company**")

WHEREAS

1. The Council is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule ("**the Land**") is situated and by whom the obligations contained in this Deed are enforceable.
2. The Owner is the registered proprietor at HM Land Registry as proprietor with absolute title under Title Number LA909442 of the Land.
3. The Company is desirous of taking a lease of the non-residential elements of the Development following completion of the Development and is entering into this Deed to consent to the Owner's entry into this Deed and to acknowledge its obligations.
4. The Owner has, by application dated 17 May 2019 ("**the Planning Application**"), applied to the Council to develop the Land in the manner and use as set out in the Planning Application and more particularly set out in the Second Schedule ("**the Development**").
5. The Council in exercise of its powers as Local Planning Authority is satisfied that the Planning Application may be approved and has resolved to grant planning permission for the Development in accordance with the Planning Application subject to the making of this Deed without which planning permission for the Development would not have been granted.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **DEFINITIONS**

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

"1990 Act"

The Town and Country Planning Act 1990 (as amended);

"Commencement"

the date on which any material operation (as defined in Section 56(4) of the 1990 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 "Commencement of Development" shall be construed accordingly;

"Occupy"

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation in relation to security operations;

- 1.2 Clause headings shall not affect the interpretation of this deed;
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;

- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision;
- 1.10 A reference to writing or written excludes faxes and e-mail;
- 1.11 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed;
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY POWERS

- 2.1 This deed is made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972 and any other enabling powers;
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the 1990 Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns;
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the 1990 Act.

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 2, 3, 5, 8, 9, 11, 12, 14, 15, 16 and 19 which shall come into effect immediately upon completion of this Deed.

4. **OWNER'S COVENANTS**

The Owner covenants with the Council to perform and observe the obligations and restrictions specified in the Third Schedule.

5. **COMPANY'S CONSENT**

The Company consents to the Owner entering into this deed and agrees that it will be bound by the covenants contained in this deed in the event that it becomes a successor in title to all or part of the Land.

6. **RELEASE**

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.

7. **DETERMINATION OF DEED**

The obligations in this deed (with the exception of Clause 9) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- 7.1 expires;
- 7.2 is varied or revoked other than at the request of the Owner; or
- 7.3 is quashed following a successful legal challenge.

8. **LOCAL LAND CHARGE**

This deed is a local land charge and shall be registered as such by the Council.

9. **COUNCIL'S COSTS**

The Owner shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs incurred in connection with the preparation, negotiation and completion of this deed.

10. **REASONABLENESS**

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

11. **DISPUTES**

- 11.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall

be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares;

- 11.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 11.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares;
- 11.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation;
- 11.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days;
- 11.5 The provisions of this clause shall not affect the ability of the Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

12. NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

13. WAIVER

No failure or delay by any of the Parties to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. FUTURE PERMISSIONS

Nothing in this deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

15. NOTICES

15.1 Any notice or other communication to be given under this deed must be in writing and must be:

15.1.1 delivered by hand; or

15.1.2 sent by pre-paid first class post or other next working day delivery service.

15.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

15.2.1 to the Council at Council Offices Church Walk Clitheroe BB7 2RA marked for the attention of Head of Planning;

15.2.2 to the Owner at Blue Bell Farm, Higher Road, Longridge, Preston, United Kingdom, PR3 2YX marked for the attention of Dr Alan Hudd and Astute Pension Trustees Limited C/O Calvert Dawson Ltd, 288 Oxford Road, Gomersal, Cleckheaton, West Yorkshire, England, BD19 4PY marked for the attention of The Directors;

15.2.3 to the Company at Blue Bell Farm, Higher Road, Longridge, Preston, United Kingdom, PR3 2YX marked for the attention of Dr Alan Hudd

or as otherwise specified by the relevant party by notice in writing to each other party.

15.3 Any notice or other communication given in accordance with Clause 15.1 and Clause 15.2 will be deemed to have been received:

15.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

15.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting;

15.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail;

15.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. **THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

17. **VALUE ADDED TAX**

17.1 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this deed is exclusive of VAT (if any);

17.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

18. **SEVERANCE**

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.

19. **GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

20. The Liability of Astute Pension Trustees Ltd ("Astute") hereunder shall not be personal but instead should be limited at all times to the value of the assets of the arrangements, Mr Alan Hudd APOBOL Astute SIPP under the Astute Scheme ("the Scheme") and that Astute shall have no liability after it ceases to be trustee of the Scheme

FIRST SCHEDULE

All that land and premises at Blue Bell Farm, Higher Road, Longridge, Preston PR3 2YX within Title Number LA909442 and shown indicatively edged red on the plan attached hereto

SECOND SCHEDULE

Development of the Land by way of a proposed single storey extension and conversion of laboratory and office to a live work unit in accordance with the Planning Application (reference 3/2019/0471)

THIRD SCHEDULE

The Owner hereby covenants with the Council as follows:

1. Not to first Occupy the residential element of the Development shown on drawing 3109/040 until such time as the business floor space of the Development is complete and ready for Occupation. The business shall be fully operational prior to the occupation of the residential element of the Development. In the event that the business element ceases the residential element shall be removed or revert back to its former use.
2. Not to Occupy or permit Occupation of the residential element of the Development shown on drawing 3109/040 other than by the Director of Alchemie Technology Limited and immediate family whilst employed by Alchemie Technology Limited being the business occupying the business floor space of the Development.

EXECUTED as a DEED by)
ALAN LIONEL HUDD acting) X
by a director in the presence)
of:

Witness: X

Witness Name: X

Witness Address: X

Witness Occupation: X

EXECUTED as a DEED by)
ASTUTE PENSION)
TRUSTEES LIMITED acting)
by:

Director:

Director/Secretary:

EXECUTED as a DEED by)
ALCHEMIE TECHNOLOGY)
LIMITED acting by:)

Director: X

Director/Secretary: X

THE COMMON SEAL of **RIBBLE**)
VALLEY BOROUGH COUNCIL was)
affixed to this Deed in the presence of:)
)

Mayor

Chief Executive



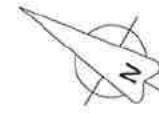
1852

APPENDIX ONE

PLAN

NOTES:
1: Do not scale this drawing, use figured dimensions only 2: The Contractor, Sub Contractor or specialist supplier are responsible for confirming site dimensions prior to fabrication 3: Any dimensional discrepancies are to be reported to the Architect immediately

Site Area 1840m²



Site Existing

1 : 200
0 1 5 10m



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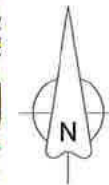
Location Plan

1 : 1250
0 10 50m



Ordnance Survey Landranger map extract

Site Location



Proposed Live / Work Unit
Blue Bell Farm, Higher Rd,
Longridge, Preston, PR3 2YX
Mr A Hudd

Planning
Location & Existing Site Plan

DATE April 2019

JOB NO 3109
DRAWING NO 010
REVISION

SCALE As indicated @
A2

PGB
ARCHITECTURAL
SERVICES LTD

APPENDIX TWO

DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

Department of Development

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

Telephone: 01200 425111 Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

PLANNING PERMISSION

APPLICATION NO: 3/2019/0471

DECISION DATE: DRAFT

DATE RECEIVED: 20/05/2019

APPLICANT:

Mr Alan Hudd
Alchemie Technology
C/o Agent

AGENT:

Mr Daniel Hughes
PWA Planning
2 Lockside Office Park
Lockside Road
Preston
PR2 2YS

DEVELOPMENT PROPOSED: Proposed single storey extension and conversion of laboratory and office to a live work unit

AT: Blue Bell Farm Higher Road Longridge PR3 2YX

Ribble Valley Borough Council hereby give notice that **permission has been granted** for the carrying out of the above development in accordance with the application plans and documents submitted subject to the following condition(s):

1. The development must be begun not later than the expiration of three years beginning with the date of this permission.

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

2. 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:

3109 010 (Location and Existing Site Plan)

3109 030 (Proposed Site Plan)

3109 040 (Proposed Plan & Elevation)

3109 050 (Proposed Elevations)

3109 100 (Visibility Plays) - amended plans received 31/07/19

Reason: For the avoidance of doubt and to clarify which plans are relevant to the consent.
P.T.O.

APPLICATION NO. 3/2019/0471

DECISION DATE: DRAFT

3. Notwithstanding any description of materials in the application and the requirements of condition 2 of this permission, prior to their use within the development hereby approved, samples or full details of all materials to be used on the external surfaces of the extended and altered building, including all new windows and doors, shall have first been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour and texture of the materials. The development shall thereafter be implemented in accordance with the duly approved materials.

Reason: In order to ensure use of appropriate materials which are sympathetic to the character of surrounding buildings and area in the interests of visual amenity.

4. Notwithstanding the submitted details, details of all new proposed boundary walling, gates and fencing shall have been submitted to and approved by the Local Planning Authority prior their installation on site. The development shall be carried out in strict accordance with the approved details.

Reason: In order that the Local Planning Authority may ensure that the detailed design of the proposal is appropriate to the locality.

5. Notwithstanding the details shown on the approved plans and the requirements of condition 2 of this permission, within three months of the commencement of the development a landscaping scheme for the site (including elements of both 'hard' and 'soft' landscaping) shall be submitted to and approved in writing by the Local Planning Authority. Such a scheme shall include details of the proposed surface treatment of all new hard surfaced areas and the type, species, siting, planting distances and programme of planting of any trees, hedges and shrubs. The duly approved landscaping scheme shall be carried out within 12 months of the residential use hereby approved first being occupied and the areas which are landscaped shall be retained as landscaped areas thereafter. Any trees or shrubs removed, dying, being severely damaged or becoming seriously diseased within five years of planting shall be replaced by trees or shrubs of similar size and species to those originally required to be planted.

Reason: In order to achieve a satisfactory level of landscaping and provision of adequate off-road parking facilities for the dwellinghouse in the interests of visual amenity and highway safety.

P.T.O.

APPLICATION NO. 3/2019/0471

DECISION DATE: DRAFT

6. No clearance of any trees, shrubs or hedging in preparation for or during the course of development shall take place during the bird breeding season (March - August inclusive) unless an ecological survey has first been submitted to and approved in writing by the Local Planning Authority which demonstrates that the trees and hedges to be cleared are not utilised for bird nesting. Should the survey reveal the presence of any nesting species, then no clearance of any vegetation shall take place during the bird breeding season until a methodology for protecting nest sites during the course of the development has been submitted to and approved in writing by the Local Planning Authority. Nest site protection shall thereafter be provided in accordance with the duly approved methodology.

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.

7. The development hereby approved shall be carried out in complete accordance with the "Conclusion & Summary Recommendations" detailed within Section 5.0 of the submitted Extended Phase 1 Habitat Survey & baseline Ecological Impact Assessment (February 2018).

Reason: In the interests of biodiversity and to enhance opportunities for species of conservation concern and reduce the impact of development.

8. Prior to any above ground works taking place on the construction of the extensions hereby approved, details of the provisions to be made for building dependent species of conservation concern, artificial bird nesting boxes / artificial bat roosting sites have been submitted to, and approved in writing by the Local Planning Authority.

For the avoidance of doubt the details shall identify the nature and type of the nesting boxes/artificial roosting sites and the locations(s) or wall and roof elevations into which the above provisions shall be incorporated.

The artificial bird/bat boxes shall be incorporated into the building during the construction stage of the development and made available for use before the dwelling element of the approval is first occupied and thereafter retained. The development shall be carried out in strict accordance with the approved details.

Reason: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and reduce the impact of development.

9. No building or engineering operations within the site or deliveries to and from the site shall take place other than between 07:30 hours and 18:00 hours Monday to Friday and between 08:30 hours and 14:00 hours on Saturdays, and not at all on Sundays or Bank Holidays.

Reason: In order to protect the amenities of nearby residents

P.T.O.

APPLICATION NO. 3/2019/0471

DECISION DATE: DRAFT

10. Before the access is used for vehicular purposes, any gateposts erected at the access shall be positioned 5m behind the nearside edge of the carriageway and visibility splay fences or walls shall be erected from the gateposts to the existing highway boundary, such splays shall be 45° to the centre line of the access. The gates shall open away from the highway.

Reason: To permit vehicles to pull clear of the carriageway when entering the site and to assist visibility.

11. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015, the visibility splay measured from the centre of the new access onto Higher Road shall be provided and retained as detailed on the approved site plan ref: 3109 100 (amended plans received 31/07/19). The sight line splays will require walls, fences, trees, hedges, shrubs, ground growth, structures etc. to have a maximum height of 1.0m above the height at the centre line of the adjacent carriageway and they shall be maintained below this height for the perpetuity of the development.

Reason: To ensure adequate visibility at the site access and in the interest of highway safety.

12. Prior to the access being used for vehicular purposes, the part of the access extending from the highway boundary for a minimum distance of 5m into the site shall be appropriately paved in tarmacadam, concrete, block pavements, or other approved materials and retained as such thereafter.

Reason: To prevent loose surface material from being carried on to the public highway thus causing a potential source of danger to other road users.

13. The site shall be drained via separate systems for the disposal of foul and surface water.

Reason: To secure a satisfactory system of drainage and to prevent pollution of the water environment.

Note(s)

1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the permission 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.

P.T.O.

APPLICATION NO. 3/2019/0471

DECISION DATE: DRAFT

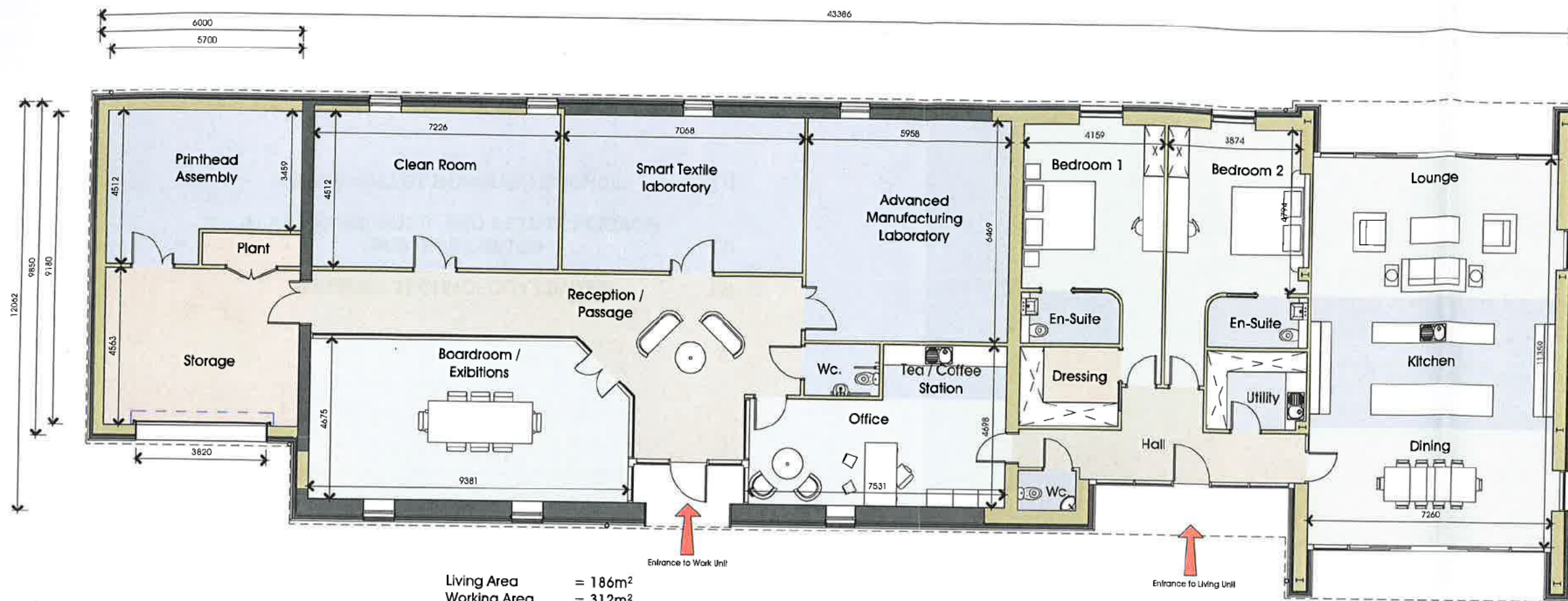
4. "The grant of planning permission will require the applicant to enter into an appropriate Legal Agreement, with the County Council as Highway Authority. The Highway Authority hereby reserves the right to provide the highway works within the highway associated with this proposal. Provision of the highway works includes design, procurement of the work by contract and supervision of the works.
5. "The applicant is advised that the new site access, may need to be constructed under a section 278 agreement of the 1980 Highways Act. The Highway Authority hereby reserves the right to provide the highway works within the highway associated with this proposal. Provision of the highway works includes design, procurement of the work by contract and supervision of the works. The applicant is advised to contact the Community Services before works begin on site. Further information and advice can be found at www.lancashire.gov.uk and search for "278 agreement". These works will require the reformation of a raised kerb fronting the development with the exception of the area used for dropped crossing.
6. "The developer should be aware that the any works on, or immediately adjacent to the adopted highway network, would require the appropriate permits from Lancashire County Council's Highways Regulation Team, who would need a minimum of 12 weeks' notice to arrange the necessary permits. They can be contacted on lhsstreetworks@lancashire.gov.uk or on 01772 533433
7. This planning permission should be read in conjunction with the Section 106 Agreement signed and dated

NICOLA HOPKINS
DIRECTOR ECONOMIC DEVELOPMENT & PLANNING

APPENDIX THREE

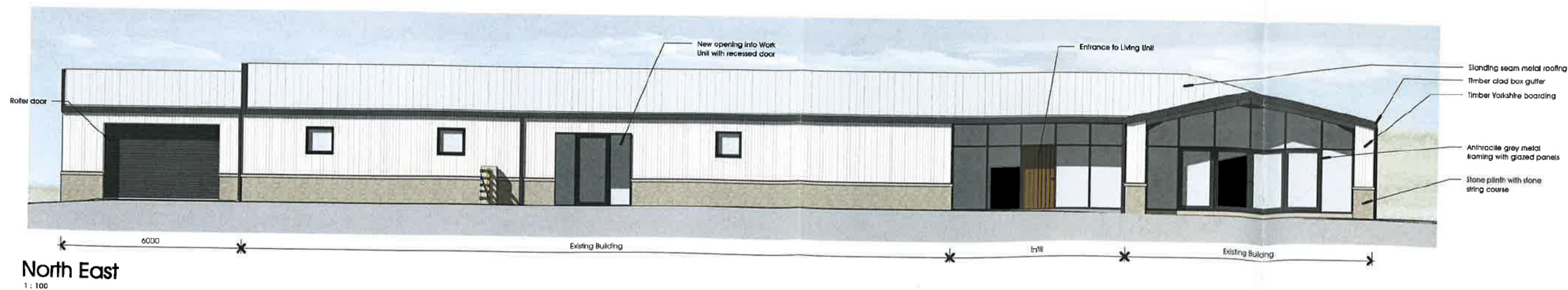
DRAWING 3109/040

NOTES:
1: Do not scale this drawing, use figured dimensions only 2: The Contractor, Sub Contractor or specialist supplier are responsible for confirming site dimensions prior to fabrication 3: Any dimensional discrepancies are to be reported to the Architect immediately



Ground Floor Plan

1 : 100
0 1 2 3 4 5 m



Proposed Live / Work Unit
Blue Bell Farm, Higher Rd,
Longridge, Preston. PR3 2YX
Mr A Hudd

Planning
Proposed Plan & Elevation

JOB NO 3109
DRAWING NO 040
REVISION
SCALE 1 : 100 @ A2

PGB
ARCHITECTURAL
SERVICES