

Dated 17th November 2025

ROSSENDALE BOROUGH COUNCIL

and

LANCASHIRE COUNTY COUNCIL

and

TAYLOR WIMPEY UK LIMITED

.....

A PLANNING OBLIGATION BY AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

relating to land west of Market Street, Edenfield, Bury

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

THIS AGREEMENT is made the 17th day of November 2025

BETWEEN

- (1) **ROSSENDALE BOROUGH COUNCIL** of Futures Park, Bacup. OL13 0BB ("the Council");
- (2) **LANCASHIRE COUNTY COUNCIL** of PO Box 100, County Hall, Preston, Lancashire. PR1 0LD ("the County Council"); and
- (3) **TAYLOR WIMPEY UK LIMITED** of Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR ("the Owner").

1. Recitals

- 1.1 The Council is the local planning authority for the purposes of the Act for the area within which the Site is located and as such is the local planning authority entitled to enforce the planning obligations hereinafter recited.
- 1.2 The County Council is the highways authority for the administrative area in which the Site is located and is also the authority by whom the planning obligations in this Agreement are enforceable.
- 1.3 The Owner has applied to the Council pursuant to the Act for permission to develop the Site under Application reference 2022/0451 and enters into this Agreement with the intention that it is bound by the obligations contained herein.
- 1.4 The Owner is the freehold owner of the part of the Site which is registered at the Land Registry under title number LAN180337 with title absolute, free from encumbrances. The Owner warrants that no persons other than the Owner have any legal or equitable interest in the ownership of the Site.
- 1.5 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act. The planning obligations created pursuant to section 106 of the Act are enforceable against the Owner and any successors in title to the Site and the Owner is to be bound by and is to observe and perform the covenants agreements conditions and stipulations hereinafter contained in the terms of this Agreement.
- 1.6 The Owner has agreed to enter into this Agreement so as to create planning obligations in favour of the Council and the County Council pursuant to Section 106 of the Act and to be bound and to observe and perform the covenants hereinafter contained.

2. Definitions and Interpretation

2.1 In this Agreement the following words and expressions have the following meanings:

"the Act"	the Town & Country Planning Act 1990 (as amended) or any statute amending or modifying repealing or re-enacting the same for the time being in force
"Area"	the whole of the area which at the date of this Agreement is within the administrative area of the Borough
"Affordable Housing"	Affordable Rented Housing and Shared Ownership Housing for Occupation by households in Housing Need and who meet the Approved Person criteria as per the Sixth Schedule (Part 1 in respect of Shared Ownership Housing and Part 2 in respect of Affordable Rented Housing)
"Affordable Housing Commuted Sum"	a sum to be agreed (where the provisions of paragraphs 10 – 12 of Part 2B of the Fifth Schedule apply) between the Council and the Owner for the provision of alternative Affordable Housing within the administrative area
"Affordable Housing Plan"	the plan annexed hereto and marked "Plan 3" or such other plan(s) as may be agreed in writing by the Council (with the Council having no obligation to agree any changes), showing the tenure, plot number and location of the Affordable Housing Units
"Affordable Housing Provider"	a Registered Provider, registered social landlord or a housing association or similar organisation registered in accordance with section 80 of the Housing and Regeneration Act 2008 or if such bodies cease to exist or are superseded the equivalent body whose main objectives included the provision of Affordable Housing and to whom the Affordable Housing Units may be transferred as approved by the Council in writing (such approval not to be unreasonably withheld or delayed)
"Affordable Housing Scheme"	the scheme for the provision of 30% Affordable Housing on the Site in accordance with the Affordable Housing Plan and as referred to at paragraph 1 of Part 1 of the Fifth Schedule
"the Affordable Housing Units"	each of the 72 Dwellings to be used as Affordable Housing on the Site as detailed in the Affordable Housing Plan which shall comprise of 36 Affordable Rented Units and 36 Shared Ownership Units and as shown on the Affordable Housing Plan and the expression "Affordable Housing Unit" shall be construed accordingly

"Affordable Rented Housing"	Affordable Housing let at a rent including service charges that shall be no more than 80% (eighty per cent) of the Local Market Rent and "Affordable Rented Unit" shall be construed accordingly
"Affordable Rented Unit"	the Affordable Housing Units to be provided as Affordable Rented Housing and shown with a red dot on the Affordable Housing Plan provided that where the Right to Shared Ownership is exercised in respect of an Affordable Rented Unit that Dwelling shall become a Shared Ownership Unit
"the Application"	the application for full planning permission numbered 2022/0451 for the development of the Site for 238 Dwellings and all associated works
"Approved Person"	a person who meets the criteria set out in Part 1 or Part 2 of the Sixth Schedule (as applicable) as determined by the Affordable Housing Provider (acting reasonably)
"the Borough"	the Borough of Rossendale
"Bus Service Contribution"	the sum of £250,000, Index Linked to be paid to the County Council towards bus service improvement works and supporting sustainable travel options in the vicinity of the Site
"Bus Ticket Contribution"	the sum of £285,600, Index Linked to be paid to the County Council for the purchase of bus tickets from the Site to destinations within Rossendale and the wider area and/or any other highway purpose to mitigate the effects of the Development
"Capital Funding Guide"	the Capital Funding Guide published by Homes England on 4th November 2016 (updated on 10 June 2025) as updated and amended and in such form as it may come to be so updated repealed amended and/or replaced from time to time
"Commence"	the carrying out of a material operation as defined by section 56 (4) of the Act (excluding for the purposes of this Agreement and for no other purpose any Preparatory Operation) in accordance with the Planning Permission and the expressions "Commencement" and "Commencement Date" shall have a corresponding meaning
"Communal Area"	the areas of landscaping, open space, unadopted areas and communal areas shown shaded green on Plan 2 to be provided on the Site or such other plan(s) as may be agreed in writing by the Council (with the Council having no obligation to agree any changes)

"Contributions"	the Indoor Built Sports Facilities Contribution, the Open Spaces Contribution, the Off Site Biodiversity Enhancement Contribution, the Playing Pitch Contribution and the Green Belt Contribution
"CPI"	the Consumer Prices Index (CPI) published by the Office for National Statistics or such alternative index determined by the Council to the Owner in writing
"County Council Contributions"	the Bus Service Contribution, Travel Plan Contribution, Footpath Contribution and Bus Ticket Contribution
"Development"	the development of the Site authorised by the Planning Permission and described at the Second Schedule
"Dwelling"	a residential dwelling (including a house, apartment, bungalow or maisonette) to be constructed on the Site as authorised in accordance with the Planning Permission and "Dwellings" shall be construed accordingly and includes both Market Units and Affordable Housing Units
"Edenfield Neighbourhood Area"	the neighbourhood area of Edenfield and which is covered by the Edenfield Neighbourhood Plan (adopted 2025) as designated by the Council from time to time
"Footpath Contribution"	the sum of £28,738, Index Linked, to be paid to the County Council for the provision of maintenance, improvements, upgrading and any associated works for the footpath links (or whatever the legal status, designation or classification of the footpath links maybe) in the vicinity of the Site to Church Lane
"Green Belt Contribution"	the sum of £1,250 per Dwelling (totalling £297,500) to be paid to the Council for the provision of public rights of way improvements in the local area/Area and improvements to Edenfield Cricket Club
"Homes England"	Homes England or any body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating provision of Affordable Housing or if such body ceases to exist or is superseded the equivalent or successor body
"Housing Authority"	Rossendale Borough Council
"Housing Need"	living in unsuitable housing conditions and/or being unable to afford suitable housing within the Borough at open market prices

"Indoor Built Sports Facilities Contribution"	the sum of £119,952 for the provision of new and/or the improvement of existing indoor and built sports facilities in the Area
"Interest"	interest at the rate of 4 per cent above the base lending rate of the Bank of England from time to time unless where otherwise expressly stated herein
"Index"	the BCIS All In Tender Price Index published by the Royal Institution of Chartered Surveyors or any successor body (or in the event that the relevant index shall no longer be published or the basis thereof be materially altered then the index shall be such replacement index as the Council or County Council (as appropriate) shall reasonably specify)
"Index Linked"	Index Linked: increased in accordance with the following formula: amount payable = the payment specified in this Agreement x (A/B) where: A = is the figure for the Index that applied immediately preceding the date the payment is made; and B = is the figure for the Index that applied when the index was last published before the date of this Agreement
"in writing"	any reference to any communication, determination, information, decision, agreement or notice being in writing to RBC this should be made via letter to the Head of Planning and additionally emailed to planning@rossendalebc.gov.uk , s106@rossendalebc.gov.uk and forwardplanning@rossendalebc.gov.uk
"Local Market Rent"	the rent charged on the open market for a residential property of the same quality, size and type as the Affordable Rented Unit in the Borough
"Market Units"	all of the Dwellings (other than Affordable Housing Units), each of which are to be sold on the open market and the expression "Market Unit" shall be construed accordingly
"Market Value Notice"	the notice to the Council giving the sum of the Open Market Value of all of the Affordable Housing Units
"Occupation"	to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly

"Off Site Biodiversity Enhancement Contribution"	the sum of £57,150 for the enhancement of the habitat value of land within the ownership and/or control of the Council
"Open Market Value"	the price (that would be entered on the proprietorship register at HM Land Registry of the relevant Dwelling) at which the Dwelling might reasonably be expected to be sold at arm's length in the open market at the date of estimation based on the following assumptions: (a) that the Dwelling has been practically completed and is ready for immediate use and occupation; (b) a willing seller and buyer; (c) there has been a reasonable period in which to negotiate the sale of the Dwelling taking into account the state of the market; (d) the buyer has the benefit of all rights and easements required for the use of the Dwelling; (e) the Dwelling is free from the terms of this Agreement; and (f) the price that would be registered by the Land Registry
"Open Spaces Contribution"	the sum of £7,735 to be expended in covering the current shortfall in parks and gardens and in allotments in the local area/Area
"Plan 1"	the plan annexed hereto and marked " Plan 1"
"Plan 2"	the plan annexed hereto and marked "Plan 2"
"Plan 3"	the plan annexed hereto and marked "Plan 2"
"Planning Permission"	the full planning permission granted in accordance with the Application in the form of and subject to the conditions set out in the draft in the Third Schedule
"Playing Pitch Contribution"	the sum of £191,114 to be paid to the Council for the provision of new and/or the improvement of existing playing pitches located in the Area
"Preparatory Operation"	a material operation as specified in Section 56(4) of the Act provided that the term "material operation" in Section 56(4) shall not for the purposes of this Agreement include operations in connection with site clearance, demolition, ground stabilisation, archaeological investigation, investigation for the purpose of assessing contamination, removal of contamination, diversion and laying of Services, earthworks and the erection of means of enclosure for the purposes

	of site security and/or display of notices or advertisements, exploratory boreholes and any dug works, matters and operations to enable any of the foregoing to take place.
"Protected Tenant"	any tenant or owner (or its successors) who either: (a) has exercised the right to acquire the dwelling of which he is a tenant pursuant to section 16 of the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or (b) has exercised any statutory right to buy the dwelling of which he is a tenant pursuant to Part V of the Housing Act 1985 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or (c) (in respect of a Shared Ownership Unit) has Staircased to 100% of the equity in that dwelling
"Recycling"	recycling by the Affordable Housing Provider by procuring further Affordable Housing within the Borough of a type and in a location and tenure to be agreed between the Housing Authority and the Affordable Housing Provider (both to act reasonably)
"Recycling Percentage"	(a) in the case of the sale of an Affordable Rented Unit (as referred to in paragraph 14.1 of Part 2B of the Fifth Schedule) 100% of the Rented Net Sale Proceeds; and (b) in the case of Staircasing 100% of the Staircasing Net Sale Proceeds on any Staircasing of any of the Shared Ownership Units
"Registered Provider"	any registered provider of social housing as defined under the Housing and Regeneration Act 2008 with the Regulator of Social Housing and has not been removed from the Register
"Rented Net Sale Proceeds"	the net consideration received by an Affordable Housing Provider on the sale of an Affordable Rented Unit (as referred to in paragraph 14.1 of Part 2B of the Fifth Schedule) based on the value of the relevant Dwelling after the deduction of all reasonable costs and expenses of an Affordable Housing Provider for such sale being its administrative costs, valuation costs, loan costs and legal costs and fees and any taxation liability arising

"Right to Shared Ownership"	the right of a tenant to acquire an Affordable Rented Unit on shared ownership terms in accordance with the terms of the Capital Funding Guide (and where a tenant does exercise the Right to Shared Ownership such tenant shall be deemed to be an Approved Person for the purposes only of the grant of the shared ownership lease to such tenant)
"Services"	all the media and apparatus for the supply and removal of water, sewerage, gas and electricity
"Shared Ownership Housing"	housing where a lease is granted of a Dwelling where the lessee purchases a percentage of the equity (subject to the initial equity share of a shared ownership lease being restricted to between 10% and 75% equity share) with the lessee paying a rent to the Affordable Housing Provider in respect of the remaining equity share in the property, the documentation for which will follow Homes England's (or successor body's) model lease with the rent payable calculated at no more than 2.75% of the value of the unsold equity in the Dwelling. The lessee will have the option to Staircase so as to increase their equity share in the Affordable Housing Unit up to 100% and acquire the freehold or long leasehold interest (as appropriate)
"Shared Ownership Units"	the Affordable Housing Units to be provided as Shared Ownership Housing and shown with a blue dot on the Affordable Housing Plan together with any Dwellings previously allocated as Affordable Rented Units in respect of which the Right to Shared Ownership has been exercised
"Site"	the land at the west of Market Street, Edenfield, Bury registered at HM Land Registry with absolute title under Title number LAN180337 against which this Agreement is enforceable and on which the Development be constructed, shown for illustrative purposes only edged red on Plan 1 and as more particularly described in the First Schedule
"Staircase"	the acquisition of an additional share or shares of the equity of the Shared Ownership Unit by an owner occupier up to 100% after which the rent payable on the part retained by the Affordable Housing provider shall be reduced proportionately and the term "Staircasing" and "Staircased" shall be construed accordingly
"Staircasing Net Sale Proceeds"	the net consideration (if any) received by an Affordable Housing Provider on Staircasing of a Shared Ownership Unit based on the value of the premium for the portion purchased pursuant to the shared ownership lease (if any) after the deduction of all reasonable costs and expenses of an Affordable Housing

	Provider on Staircasing being its administrative costs, valuation costs, loan costs and legal costs and fees and any taxation liability arising
"Tenancy"	is an assured tenancy where the Affordable Housing Unit is occupied by the individual household as their only or principle home by way of a lease
"Travel Plan"	the plan prepared by the Developer in relation to the Development to encourage sustainable forms of transport use to and from the Site
"Travel Plan Contribution"	the sum of £12,000, Index Linked to be paid to the County Council for the purpose of supporting the development, implementation and review of the Travel Plan for a period of up to 5 years
"Vacant"	a building that is vacant and that is not abandoned
"Working Day"	any day on which the clearing banks in the City of London are (or would be but for strike, lockout, or other stoppage affecting such banks generally) open during banking hours Monday to Friday (inclusive) excluding national holidays and the period 24 December - 1 January inclusive and excluding Saturdays, Sundays and bank holidays

- 2.2 The expressions "the Council", "the County Council" and "the Owner" shall where the context admits include their successors in title and assigns (and in the case of the Council the successor to its statutory functions) and those deriving title under each of them.
- 2.3 Words importing one gender shall be construed as including any gender and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Words importing the singular shall be construed as importing the plural and vice versa.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.6 The clause and the paragraph headings in the body of this Agreement and in the Schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.7 Reference made to any clause paragraph or schedule or recital context is a reference to a clause paragraph or schedule or recital in this Agreement.
- 2.8 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans

regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.9 References to any party to this Agreement shall include that party's personal representatives, successors in title to that party and permitted assigns and to any person deriving title through or under that party and in the case of the Council and/or the County Council the successors to their respective statutory functions.

3. Legal Effect

- 3.1 This Agreement is a planning obligation and is made pursuant to Section 106 of the Act and the obligations contained in this Agreement are planning obligations enforceable by the Council and the County Council (as applicable and in the case of relevant covenants made with each of them) for the purposes of that section insofar as they fall within the terms of subsection 106(1) and with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.

- 3.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and Section 1 of the Localism Act 2011 and all other enabling powers with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Site which may be enforced by the Council and/or the County Council against the Owner.

- 3.3 The parties agree that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) relating to planning obligations and all other relevant regulations thereunder are satisfied.

4. Commencement

- 4.1 This Agreement and the obligations created are conditional upon the grant of the Planning Permission and shall not take effect until the Commencement Date, save as provided for at 4.2 below and save in respect of any obligations in this Agreement expressly requiring compliance prior to the Commencement of Development or grant of Planning Permission which shall take effect immediately on completion of this Agreement.

- 4.2 Save for the provisions of 7.1 (third parties), 7.3 (notices), clause 7.9 (no fetter), 7.10 (effect), 7.12 (Land Charges registration), 7.2 (jurisdiction) and 8 (Disputes) and 9 (Legal Costs) 10 (Notices of Change in Ownership) and Paragraphs 1 of the Fourth Schedule (intended Commencement of Development) and paragraphs 1, 2 and 3 of Part 1 of the Fifth Schedule (pre-commencement obligations) which shall come into effect immediately upon completion of this Agreement.

5. **The Covenants of the Owner**

- 5.1 The Owner hereby covenants so as to bind its interest in the Site with the Council to perform the obligations on its part specified in the Fourth, Fifth and Sixth Schedules and with the County Council to perform the obligations on its part specified in the Eighth Schedule

6. **The Covenants of the Council and the County Council**

- 6.1 The Council hereby covenants with the Owner to perform the obligations on its part specified in the Fifth Schedule and the Seventh Schedule.
- 6.2 The County Council hereby covenants with the Owner to perform the obligations on its part specified in the Ninth Schedule.

7. **Agreements and Declarations**

It is hereby agreed and declared as follows:

- 7.1 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council and/or the County Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.2 This Agreement is governed by and interpreted in accordance with the Law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.
- 7.3 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Agreement, provided that:
- 7.3.1 any notice to be served on the Council (and any reference to any communication, determination, information, decision or agreement being in writing to RBC) must be addressed to the Head of Planning must also be copied, by email to planning@rossendalebc.gov.uk, s106@rossendalebc.gov.uk and forwardplanning@rossendalebc.gov.uk) and any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face value it is signed on behalf of the Council by an officer or duly authorised signatory thereof; and
- 7.3.2 any notice to be served on the County Council s106@lancashire.gov.uk marked for the attention of the Highways Team; and

- 7.3.3 any notice to be served on the Owner must also be sent to Taylor Wimpey Manchester, 1 Lumsdale Road, Stretford, Manchester, M32 0UT marked for the attention of Edward Ramsden.
- 7.4 Where any certificate, consent, permission, nomination or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably be delayed or withheld and if refused written reasons for the refusal shall be provided and any such certificate, consent, permission, nomination or other approval shall be given on behalf of the Council by the Head of Planning and on behalf of the County Council by Head of the Highways Team .
- 7.5 No person shall be liable for breach of a covenant contained in this Agreement after it shall have parted with all interest in the Site or that part of the Site in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 7.6 Save in respect of the obligations in the Fifth and Sixth Schedules, this Agreement shall not be enforceable against:
- 7.6.1 the owners of completed Dwellings that have been sold to private buyers (which shall for the avoidance of doubt exclude any party undertaking the Development of the Site) or tenants of any Dwelling constructed pursuant to the Planning Permission or against those deriving title therefrom;
- 7.6.2 any mortgagee or chargee of an owner of a Dwelling referred to in paragraph 7.6.1 or any receiver appointed by such a mortgagee;
- 7.6.3 an Affordable Housing Provider that has acquired a completed Dwelling(s) or its successors in title.
- 7.7 The obligations in the Fifth and Sixth Schedules shall not be enforceable against:
- 7.7.1 the owners of completed Market Dwellings that have been sold to private buyers (which shall for the avoidance of doubt exclude any party undertaking the Development of the Site) or tenants of the Market Dwellings constructed pursuant to the Planning Permission and acquired from the Owner or against those deriving title therefrom;
- 7.7.2 any mortgagee or chargee of an owner of a Market Dwelling referred to in paragraph 7.7.1 or any receiver appointed by such a mortgagee;
- 7.7.3 a Protected Tenant or against those deriving title therefrom and any mortgagee or chargee of a Protected Tenant or any receiver appointed by such a mortgagee.

7.8 This Agreement shall not be enforceable against:

7.8.1 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;

7.8.2 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and or/cycle ways to be constructed on the Site.

7.9 PROVIDED ALWAYS THAT nothing in this Agreement fetters or restricts or is intended to fetter or restrict the exercise at any time by the Council or the County Council of any of its statutory functions or discretions, rights, powers, duties or obligations in relation to any part of the Site or otherwise.

7.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or expires prior to the Commencement of Development and any Local Land Charge registered pursuant to clause 7.12 shall be cancelled as soon as reasonably practicable thereafter at the Owner's request.

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

7.12 This Agreement shall upon completion be registered by the Council as a Local Land Charge.

7.13 If any sum due under this Agreement shall remain unpaid after the same has become due (without prejudice to any other right of the parties to this Agreement) Interest shall be paid thereon by the defaulting party to the other party from the date the sum becomes due to the date of actual receipt of the payment by the receiving party. Interest shall be payable on the amount due which shall accrue on a daily basis for the period from the due date to and including the date of payment.

7.14 Obligations entered into by any party which comprises of more than one person shall be deemed to be joint and several.

7.15 Subject to the provisions of Clauses 7.6 – 7.8 above, this Agreement is binding on successors in titles and assigns.

7.16 No waiver (whether express or implied) by the Council and/or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council

and/or the County Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default.

- 7.17 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 7.18 Nothing in this Agreement shall be construed as granting planning permission or any other approval consent or permission required from the Council and/or the County Council in exercise of any other statutory function.
- 7.19 If the Council or County Council for whatever reason considers it appropriate for a new agreement pursuant to section 106 of the Act or by way of a deed of variation of this Agreement pursuant to Section 106A of the Act to be entered into then the Owner hereby agrees to enter into such new agreement or deed of variation of this Agreement.

8. Disputes

- 8.1 Unless and to the extent not specified otherwise in this Agreement any dispute (save for any disputes as to matters of law or in relation to the calculation of a contribution) shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("the Expert") appointed jointly by the parties or in default of agreement within ten (10) Working Days after either party has given to the other a written request requiring the appointment of the expert by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party and such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.
- 8.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.
- 8.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert.
- 8.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct
- 8.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.

- 8.6 The Expert shall be entitled to obtain opinions from others if he so wishes.
- 8.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.
- 8.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.
- 8.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.
- 8.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.
- 8.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 8.1 to 8.11 inclusive who shall determine which type of professional should be appointed in relation to such matter.
- 8.12 The provisions of this clause shall not affect the ability of the Council and/or the 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 Agreement and consequential and interim orders and relief, with no requirement to have first complied with the provisions of Clause 8 of this Agreement. For the avoidance of doubt, this clause 8 will not apply to any outstanding payments due under the terms of this Agreement."

9. Legal Costs

- 9.1 The Owner agrees to pay to the Council on the date hereof the sum of £3,500 as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this Agreement.
- 9.2 The Owner agrees to pay to the County Council on the date hereof the sum of £2,035.00 as a contribution towards the reasonable legal costs incurred by the County Council in the negotiation preparation and execution of this Agreement.

10. Ownership

- 10.1 The Owner HEREBY CONFIRMS AND WARRANTS that the Owner is the registered proprietor of the Site under Title No. LAN180337 and that he has full power to enter into this Agreement and that there is no other person having a charge over or any other interest in the

Property whose consent is necessary to make this Agreement binding on the Site and all estates and interests therein.

- 10.2 The Owner agrees with the Council that until all obligations under this Agreement have been discharged to give the Council notice of any change in ownership of any of their legal interests in the Site and the creation of any new legal interests by them on the Site (save for the sale of any individual Dwellings that do not trigger any obligations hereunder and transfer to statutory undertakers) within seven (7) Working Days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Site or relevant unit of occupation by reference to a plan.

11. Indexation

- 11.1 The Contributions payable to the Council shall be increased by an amount equivalent to the increase in the CPI from the date hereof until the date on which such sum is payable.
- 11.2 The Contributions payable to the County Council shall be Index Linked from the date hereof until the date on which such sum is paid.

12. VAT

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

13. Section 73 Application

- 13.1 This Agreement shall apply to any planning permission subsequently granted ("Subsequent Permission") under section 73 of the Act which varies or permits non-compliance with any of the conditions attached to the Planning Permission and this Agreement shall then be construed as including the development authorised by the Subsequent Permission in addition to the Development authorised by the Planning Permission PROVIDED ALWAYS THAT;
- 13.2 if any form of development authorised by the Subsequent Permission would by itself or in combination with any other planning permission result in the need for planning obligations additional to those set out in this Agreement then such additional planning obligations shall be secured either by way of a new deed pursuant to section 106 of the Act or by way of a deed of variation of this Agreement pursuant to Section 106A of the Act;
- 13.3 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

13.4 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

"The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission reference number () has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)".

14. Delivery

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

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

THE FIRST SCHEDULE

THE SITE

The freehold land west of Market Street, Edenfield, Bury registered at the Land Registry under Title Number LAN180337 and for the purposes of identification only shown edged red on the attached Plan 1.

THE THIRD SCHEDULE

DRAFT PLANNING PERMISSION

THE SECOND SCHEDULE

DESCRIPTION OF THE DEVELOPMENT

Full application for the erection of 238 no. residential dwellings (Use Class C3) and all associated works, including new access, landscaping and public open space.

GRANT OF PLANNING PERMISSION

Town and Country Planning Act 1990

Name and Address of Applicant: Taylor Wimpey (UK) Limited C/o Agent	Name and Address of Agent: Mr Graham Lamb Pegasus Group Queens House Queen Street Manchester M2 5HT
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Part 1 – Particulars of Application:

Date Received: 3rd November 2022

Application Number: 2022/0451

Proposed Works: Full application for the erection of 238 no. residential dwellings (Use Class C3) and all associated works, including new access, landscaping and public open space.

Location: Land West Of Market Street, Edenfield, Rossendale, Lancashire.

Part 2 – Compliance with Conditions:

It is **YOUR** responsibility to comply with planning conditions. The Council's Planning Enforcement Team is responsible for investigating alleged breaches of planning control. This includes ensuring that all relevant conditions have been complied with. Effective enforcement is important to:

- Tackle breaches of planning control which would otherwise have unacceptable impact on the amenity of the area
- maintain the integrity of the decision-making process;
- help ensure that public acceptance of the decision-making process is maintained.

Whilst the majority of developers/homeowners do comply with the requirements of planning permissions, there are a number who do not. Where any planning conditions are breached, the Council can take formal enforcement action without further notice. Enforcement action could include such measures as requiring remedial works, cessation of use, or complete demolition and cause the developer/homeowner unnecessary expense, delay and frustration. In some cases, failure to comply with planning conditions can lead to the loss of the planning permission.

Part 3 - Particulars of Decision

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

CONDITIONS:

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

Reason: To accord with the requirements of Section 91 of the Town and Country Planning Act 1990.

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

- Open Space Management Plan (MAN0299_DE 017-01A)
- Adoptable Highways Plan (MAN0299_DE 017M)
- House Type Pack (MAN0299_DE-101G)
- Site Sections (26726 - SK03(D))
- Build Route (20244-TWM-BR-001 B dated 17.09.2025)
- Materials Plan (MAN0299_DE_007R)
- Detailed Landscape Proposals Plots Sheet 1 of 6 (MAN-0299_EN_102_1_D)
- Detailed Landscape Proposals Plots Sheet 2 of 6 (MAN-0299_EN_102_2_D)
- Detailed Landscape Proposals Plots Sheet 3 of 6 (MAN-0299_EN_102_3_C)
- Detailed Landscape Proposals Plots Sheet 4 of 6 (MAN-0299_EN_102_4_D)
- Detailed Landscape Proposals Plots Sheet 5 of 6 (MAN-0299_EN_102_5_C)
- Detailed Landscape Proposals Plots Sheet 6 of 6 (MAN-0299_EN_102_6_C)
- Site Sections (Road 2) (SK05(B))
- Detailed Layout (MAN 0299_DE 001O)
- Storey Height Plan (MAN 0299_DE 005H)
- House Type Location Plan (MAN 0299_DE 008G)
- Interface Plan (MAN 0299_DE 010G)
- Cycle Storage Plan (MAN 0299_DE 011G)
- Waste Management Plan (MAN 0299_DE 014L)
- Hard Landscaping Plan (Tarmac PRow) (MAN 0299_DE 015M)
- Public Open Space Plan (MAN 0299_DE 018G)
- Landscape Masterplan (MAN-0299_EN_001_H)
- Detailed Landscape Proposals POS Sheet 1 (MAN-0299_EN_101_1_I)
- Detailed Landscape Proposals POS Sheet 2 (MAN-0299_EN_101_2_I)
- Detailed Landscape Proposals POS Sheet 3 (MAN-0299_EN_101_3_I)
- Detailed Landscape Proposals POS Sheet 4 (MAN-0299_EN_101_4_I)
- Detailed Landscape Proposals POS Sheet 5 (MAN-0299_EN_101_5_I)
- Detailed Landscape Proposals POS Sheet 6 (MAN-0299_EN_101_6_I)
- Boundary Treatment Plan (MAN0299_DE 006M)
- Market Street Corridor Improvements (Note)
- Flood Risk Assessment & Surface Water Drainage Strategy (MAN.0299 Rev H, dated 12 May 2025)
- Levels Strategy Plan (26726 - 202(E))
- Drainage Strategy Plan (26726 - 203(D))
- Pond Details (26726 - 207(B))
- Drained Area Plan (26726 - 208(A))
- Arboricultural Impact Assessment (P.1682.22F)
- Road Longitudinal Sections Sheet 1 of 2 (26726 - 205(1B))
- Road Longitudinal Sections Sheet 2 of 2 (26726 - 205(2B))

- PROW Plan (26726 - SK04(B))
- Site Location Plan (MAN0299-001)
- House Type Pack - Garages (MAN 0299_DE_G004B) (29.07.25)
- Typical Retaining Wall (MAN.0299-PEG-XX-XX-DR-C-050)
- Cavity Fill Retaining Wall 1200 (5603-CFRW-1200)
- Cavity Fill Retaining Wall 1500 (5603-CFRW-1500)
- Cavity Fill Retaining Wall 1800 (5603-CFRW-1800)
- Cavity Fill Retaining Wall 2100 (5603-CFRW-2100)
- Cavity Fill Retaining Wall 2500 (5603-CFRW-2500)
- Retaining Wall 450 (5603-RW450-0_A)
- Retaining Wall 450 / 1.8 (5603-RW450-1.8_A)
- Retaining Wall 600 / 1.8 (5603-RW600-1.8_A)
- Retaining Wall 750 / 1.8 (5603-RW750-1.8_A)
- Retaining Wall 900 / 1.8 (5603-RW900-1.8_A)
- Retaining Wall 1200 / 1.8 (5603-RW1200-1.8_A)
- Retaining Wall 1500 / 1.8 (5603-RW1500-1.8_A)
- 1.8m Brick Pillar with Close Boarded Fence (28A)
- 1.8m Close Boarded Fence with Gate (28B)
- 1.8m Personnel Gate (28C)
- Boundary Treatment Spec (28D)
- ENWL BB Unit Sub Drawing (900350-028-1)
- Cycle Shed Spec Sheet - Atlas Sheds
- Zappi Data Sheet (EV Charging Point Spec)
- Edenfield Lighting (HLS-878-1 D5)
- Edenfield Lighting (HLS-878-2 D5)
- Bat and Bird Box Plan V4 version 26.03.2025
- Transport Assessment (TA3806.2) (inc Framework Travel Plan at Appendix 2)
- Adoption Statement (R010V1 IN-MAN.0299)
- Visibility Splays (MAN.0299-PEG-XX-XX-DR-C-600)
- Visibility Splays (MAN.0299-PEG-XX-XX-DR-C-601)
- Visibility Splays (MAN.0299-PEG-XX-XX-DR-C-602)
- Visibility Splays (MAN.0299-PEG-XX-XX-DR-C-603)
- Visibility Splays (MAN.0299-PEG-XX-XX-DR-C-604)
- Visibility Splays (MAN.0299-PEG-XX-XX-DR-C-605)
- MAN.0299-PEG-XX-XX-DR-C-020_Refuse Vehicle Tracking
- MAN.0299-PEG-XX-XX-DR-C-021_Refuse Vehicle Tracking
- MAN.0299-PEG-XX-XX-DR-C-022_Fire Tender Tracking
- MAN.0299-PEG-XX-XX-DR-C-023_Fire Tender Tracking

Reason: For the avoidance of doubt and to ensure a satisfactory standard of development.

3. No works to trees or shrubs shall occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that no active bird nests are present which has been agreed in writing by the Local Planning Authority.

Reason: To protect nesting birds.

4. Prior to any earthworks taking place, a method statement detailing eradication and/or control and/or avoidance measures for Himalayan Balsam and Rhododendron shall be supplied to and agreed in writing by the Local Planning Authority. The agreed method statement shall be adhered to and implemented in full.

Reason: To prevent the spread of invasive species.

5. Notwithstanding any information submitted with the application, no development shall take place (except for demolition and enabling works as agreed with the LPA) until an investigation and risk

assessment has been submitted to and approved in writing by the Local Planning Authority. The submitted report shall include:

- i) Where potential risks are identified by the Preliminary Risk Assessment, a Phase 2 Site Investigation report shall also be submitted to and approved in writing by the Local Planning Authority prior to commencement of development. The investigation shall address the nature, degree and distribution of land contamination on site and shall include an identification and assessment of the risk to receptors focusing primarily on risks to human health, groundwater and the wider environment; and
- ii) Should unacceptable risks be identified the applicant shall also submit and agree with the Local Planning Authority in writing a contaminated land remediation strategy (including verification plan) prior to commencement of development.

The development shall thereafter be carried out in full accordance with the duly approved remediation strategy or such varied remediation strategy as may be agreed in writing with the Local Planning Authority.

Reason: To mitigate hazards posed by land contamination and to protect the environment.

6. Pursuant to condition 5 and prior to first use or occupation a verification report, which validates that all remedial works undertaken on site were completed in accordance with those agreed with the Local Planning Authority, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To mitigate hazards posed by land contamination and to protect the environment.

7. No development shall take place until an Arboricultural Method Statement (AMS) has been submitted to and approved in writing by the Local Planning Authority.

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

Reason: To ensure that development proceeds without having negative impacts on any retained trees.

8. No development in each relevant phase shall take place until all the retained trees within or overhanging the site within that phase as shown on the Tree Protection Plan, have been protected. Such protection shall be installed in accordance with the specification described in the Arboricultural Impact Assessment (AIA) document (Ref: P.1682.22F), in the positions as shown on the Tree Protection Plan (Appendix 2 of the AIA), and shall remain in place until all development is completed.

No work, including any form of drainage or storage of materials, earth or topsoil shall take place within the perimeter of such fencing.

Reason: To ensure that development proceeds without having negative impacts on any retained trees.

9. The development hereby approved shall be carried out in accordance with the details contained within the submitted Arboricultural Impact Assessment (AIA) (Ref: P.1682.22F).

Reason: To ensure that development proceeds without having negative impacts on any retained trees.

10. No development shall take place until a detailed construction phasing plan and timetable have been submitted to and approved in writing by the Local Planning Authority.

The development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure that the development progresses in a manner which will avoid undue harm to amenity and to ensure that any benefits of the development are delivered in a timely manner as the development progresses.

11. Prior to the commencement of any excavation works or landscaping works within the relevant phase on the Build Route Plan (Drawing Ref: 20244-TWM-BR-001 Rev B, Date: September 2025), geotechnical and drainage submissions shall be submitted to and agreed in writing by the Local Planning Authority (in consultation with the Highway Authority for the A56 Trunk Road). For guidance, the geotechnical and drainage submissions shall include, as a minimum, those outlined below:

ID	Category	Description	Applicable Construction Phases*
1	Slope Stability Reports – Offsite slopes	Drained Analysis: Previous assessment considered this largely satisfactory with the pending risk of accidental leakage. Therefore a risk assessment is required, including control measures, to manage risk from accidental leakage from the attenuation pond and demonstration that this does not pose a slope stability risk to the A56.	Phase 2 only.
2	Slope Stability Reports – Offsite slopes	As recommended in IGE Report: 3775-08 Edenfield Slope Stability Risk Assessment Rev A (17-Nov-23), If, for any reason, further GI and slope stability analysis are carried out, results should be submitted to the Local Planning Authority (in consultation with the Highway Authority for the A56 Trunk Road).	Phase 2 and 3 only.
3	Slope Stability Reports – Onsite slopes	Detailed stability design report, incorporating remedial measures, for slopes of the watercourses in the northern site area.	Phase 3 only.
4	Drainage Report for RBC/LLFA and NH approval	A SuDS plan and drainage strategy, including an assessment of anticipated water flow and drainage capacity of the A56 outfall culvert, shall be submitted and agreed with the Local Planning Authority (in consultation with the Highway Authority for the A56 Trunk Road, and the Lead Local Flood Authority), and subsequently implemented as approved. The SuDS is to be installed according to the approved SuDS plan and maintained in perpetuity.	Phase 2 and Phase 3.
5	Detailed design drawings	Proposed drainage arrangement.	Phase 2 only.
6	Detailed	Proposed Earthworks (cut/fill) drawing	Phase 2 and

	design drawings		Phase 3.
7	Detailed design drawings	Details of proposed slope stabilisation measures for on-site slopes.	Phase 2 and Phase 3.
8	Detailed design drawings	Attenuation pond general arrangement and details of leakage protection measures (in accordance with item 1).	Phase 2 only.
*In reference to Build Route, Drawing Ref: 20244-TWM-BR-001 Rev B, Date: September 2025 – Taylor Wimpey. For example, commencement of any excavation works and landscaping works in Phase 2 requires the conditions applicable to Phase 2 to have been addressed and agreed in writing by the Local Planning Authority (in consultation with the Highway Authority for the A56 Trunk Road). For the avoidance of doubt the provisions of this condition are not applicable to Phase 1.			

The development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure that the development will be appropriate, having regard to slope stability, drainage and its relationship to the A56 trunk road.

12. Prior to the commencement of above ground construction, full details of the following (including physical samples and supporting trade literature) shall be submitted to and approved by the Local Planning Authority in writing:

- Details of the type, colour, form and texture of all external facing and roofing materials to the proposed dwellings and garages
- Details of the type, colour, appearance and style of all windows and doors
- Details of the type, colour, form and texture of all hard ground surfacing materials.

The development thereafter shall be constructed utilising the approved materials.

Reason: To ensure that the development is appropriate in terms of visual amenity and to ensure that it responds to the local context of the site.

13. Notwithstanding the details shown on the approved drawings, prior to first occupation of any dwelling full details (including construction phasing / timetable, construction detail, surfacing, drainage, signage and proposed access controls) of the shared multi-user route / path shall be submitted to and approved in writing by the Local Planning Authority.

The shared multi-user route shall thereafter be constructed in accordance with the approved details and in accordance with the approved phasing / timetable. It shall thereafter be kept available and maintained in perpetuity.

Reason: To ensure the relevant section of the shared multi-user route is constructed to an appropriate standard, is visually acceptable and includes suitable measures to display and control access.

14. Notwithstanding the details shown on the approved drawings, all retaining walls associated with individual house plots, and visible from public areas within the site, shall be constructed of

materials (either stone or brick) to match those used in the construction of the front elevation of the house on that plot.

Reason: In the interests of visual amenity.

15. Any construction works associated with the development hereby approved shall not take place except between the hours of 7:30am and 6:00pm Monday to Friday and 8:00am and 1:00pm on Saturdays. No construction shall take place on Sundays and Bank / Public Holidays.

Construction-related HGV movements and deliveries (to or from the site) shall not take place between 8:00am and 9:00am or between 2:30pm and 4:30pm during school term time.

Reason: In the interests of neighbour amenity and highway / pedestrian safety.

16. No development shall take place until a Construction Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority.

The CEMP shall include full details of measures to be taken to avoid harm to watercourses on site and further afield, and shall include site specific measures to control and monitor impact arising in relation to noise and vibration, dust and air pollutants, the environment and ecology.

It shall also set out arrangements by which the developer shall maintain communication with residents and businesses in the vicinity of the site, and by which the developer shall monitor and document compliance with the measures set out in the CEMP. The development shall be carried out in full accordance with the approved CEMP at all times.

Reason: To safeguard the amenities of nearby premises and the local area generally, to safeguard the environment and ecology, and to protect watercourses from pollution and harm.

17. All proposed measures detailed on Figure 5 of the Ecological Survey & Assessment and HRA - 2024-376 V2 January 2025) shall be implemented in full for each plot prior to first occupation of the dwelling associated with that plot.

Reason: To ensure that biodiversity enhancement measures are implemented as part of the development.

18. No development shall commence in any phase until a detailed, final surface water sustainable drainage strategy for the site has been submitted to, and approved in writing by, the Local Planning Authority.

The detailed surface water sustainable drainage strategy shall be based upon the site-specific flood risk assessment and indicative surface water sustainable drainage strategy (Flood Risk Assessment & Surface Water Drainage Strategy, MAN.0299 Rev H, dated 12 May 2025) submitted and sustainable drainage principles and requirements set out in the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems.

No surface water shall be allowed to discharge to the public foul sewer(s), directly or indirectly. The details of the drainage strategy to be submitted for approval shall include, as a minimum:

- a) Sustainable drainage calculations for peak flow control and volume control for the:
 - i. 100% (1 in 1-year) annual exceedance probability event;
 - ii. 3.3% (1 in 30-year) annual exceedance probability event + 40% climate change allowance, with an allowance for urban creep;
 - iii. 1% (1 in 100-year) annual exceedance probability event + 45% climate change allowance, with an allowance for urban creep

Calculations must be provided for the whole site, including all existing and proposed surface water drainage systems.

b) Final sustainable drainage plans appropriately labelled to include, as a minimum:

- i. Site plan showing all permeable and impermeable areas that contribute to the drainage network either directly or indirectly, including surface water flows from outside the curtilage as necessary;
- ii. Sustainable drainage system layout showing all pipe and structure references, dimensions and design levels; to include all existing and proposed surface water drainage systems up to and including the final outfall;
- iii. Details of all sustainable drainage components, including landscape drawings showing topography and slope gradient as appropriate;
- iv. Drainage plan showing flood water exceedance routes in accordance with Defra Technical Standards for Sustainable Drainage Systems;
- v. Finished Floor Levels (FFL) in AOD with adjacent ground levels for all sides of each building and connecting cover levels to confirm minimum 150 mm+ difference for FFL;
- vi. Details of proposals to collect and mitigate surface water runoff from the development boundary;
- vii. Measures taken to manage the quality of the surface water runoff to prevent pollution, protect groundwater and surface waters, and deliver suitably clean water to sustainable drainage components;

c) Evidence of an assessment of the site conditions to include site investigation and test results to confirm infiltration rates and groundwater levels in accordance with BRE 365.

d) Evidence of an assessment of the existing on-site watercourse to be used, to confirm that these systems are in sufficient condition and have sufficient capacity to accept surface water runoff generated from the development.

e) Evidence that a free-flowing outfall can be achieved. If this is not possible, evidence of a surcharged outfall applied to the sustainable drainage calculations will be required.

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

Reason: To ensure satisfactory sustainable drainage facilities are provided to serve the site in accordance with Paragraphs 181 and 182 of the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems and Policy ENV9 of the adopted Rossendale Local Plan 2019 to 2036.

19. No development shall commence until a Construction Surface Water Management Plan, detailing how surface water and stormwater will be managed on the site during construction, including demolition and site clearance operations, has been submitted to and approved in writing by the Local Planning Authority.

The details of the plan to be submitted for approval shall include method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include for each phase, as a minimum:

a) Measures taken to ensure surface water flows are retained on-site during the construction phase(s), including temporary drainage systems, and, if surface water flows are to be discharged, they are done so at a restricted rate that must not exceed the equivalent greenfield runoff rate.

b) Measures taken to prevent siltation and pollutants from the site entering any receiving groundwater and/or surface waters, including watercourses, with reference to published guidance.

The plan shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction.

Reason: To ensure the development is served by satisfactory arrangements for the disposal of surface water during each construction phase(s) so it does not pose an undue surface water flood risk on-site or elsewhere during any construction phase in accordance with Paragraph 181 of the National Planning Policy Framework.

20. The occupation of the development shall not be permitted until a site-specific Operation and Maintenance Manual for the lifetime of the development, pertaining to the surface water drainage system and prepared by a suitably competent person, has been submitted to and approved in writing by the Local Planning Authority.

The details of the manual to be submitted for approval shall include, as a minimum:

- a) A timetable for its implementation;
- b) Details of the maintenance, operational and access requirement for all SuDS components and connecting drainage structures, including all watercourses and their ownership;
- c) Pro-forma to allow the recording of each inspection and maintenance activity, as well as allowing any faults to be recorded and actions taken to rectify issues;
- d) The arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme in perpetuity;
- e) Details of financial management including arrangements for the replacement of major components at the end of the manufacturer's recommended design life;
- f) Details of whom to contact if pollution is seen in the system or if it is not working correctly; and
- g) Means of access for maintenance and easements.

Thereafter the drainage system shall be retained, managed, and maintained in accordance with the approved details.

Reason: To ensure that surface water flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property, and ecological systems, and to ensure that the sustainable drainage system is subsequently maintained pursuant to the requirements of Paragraph 182 of the National Planning Policy Framework.

21. The occupation of the development shall not take place until a site-specific verification report, pertaining to the surface water sustainable drainage system, and prepared by a suitably competent person, has been submitted to and approved in writing by the Local Planning Authority.

The verification report must, as a minimum, demonstrate that the surface water sustainable drainage system has been constructed in accordance with the approved drawing(s) (or detail any minor variations) and is fit for purpose. The report shall contain information and evidence, including photographs, of details and locations (including national grid references) of critical drainage infrastructure (including inlets, outlets, and control structures) and full as-built drawings.

The scheme shall thereafter be maintained in perpetuity.

Reason: To ensure that surface water flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property, and ecological systems, and to ensure that the development as constructed is compliant with the requirements of Paragraphs 181 and 182 of the National Planning Policy Framework.

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

The plan / statement shall provide:

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

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

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

23. For the full period of construction, facilities shall be available on site for the cleaning of the wheels of vehicles leaving the site and such equipment shall be used as necessary to prevent mud, stones and debris being carried onto the highway. Provision to sweep the surrounding highway network by mechanical means will be available and the roads adjacent to the site shall be mechanically swept as required during the full construction period.

Reason: To prevent stones, mud and debris being carried onto the public highway to the detriment of road safety.

24. No part of the development hereby approved shall be commenced until all the highway works relating to the site access have been constructed and completed in accordance with a scheme that has first been submitted to and approved in writing by the Local Planning Authority.

The submitted scheme shall include, but is not limited to, the following:

Site access onto Market Street including:

- Right turn provision
- Bellmouth and western kerblines realignment
- Pedestrian drop crossings with tactile paving
- Acceptable visibility splays
- Uncontrolled Crossing on Market St north of TW access.

Reason: To enable all construction traffic to enter and leave the premises in a safe manner without causing a hazard to other road users.

25. No part of the development hereby approved shall be occupied until the agreed off-site highway improvements as outlined in the phasing and deliverability strategy within the approved Masterplan and Design Code (V24 - June 2024) have been delivered.

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

26. The new estate road for the 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.

27. 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: In the interest of highway safety; to ensure a satisfactory appearance to the highway's infrastructure serving the approved development; and to safeguard the users of the highway and the visual amenities of the locality.

28. No development shall take place (including investigation work, demolition, siting of site compound/welfare facilities) until a survey of the condition of the adopted highway has been submitted to and approved in writing by the Local Planning Authority. The extent of the area to be surveyed must be agreed by the Highway Authority prior to the survey being undertaken.

The survey must consist of:

- A plan to a scale of 1:1000 showing the location of all defects identified;
- A written and photographic record of all defects with corresponding location references accompanied by a description of the extent of the assessed area and a record of the date, time and weather conditions at the time of the survey.

No dwelling shall be occupied until any damage to the adopted highway has been made good to the satisfaction of the Highway Authority. Thereafter, no further dwellings shall be occupied until any further damage has been made good to the satisfaction of the Highway Authority.

Reason: To ensure that any damage to the adopted highway sustained throughout the development process can be identified and subsequently remedied at the expense of the developer.

29. The Framework Travel Plan as accepted shall be implemented in full in accordance with the timetable within it unless otherwise agreed in writing with the Local Planning Authority. All elements shall continue to be implemented at all times thereafter for a minimum of 5 years.

Reason: To ensure that the development provides sustainable transport options.

30. The approved scheme of landscaping and planting (as shown on the approved plans) shall be carried out for each phase of the development in the first planting season following the substantial completion of (or first occupation of any dwellings within) each phase of the development.

Any trees or plants which within a period of 15 years of being planted die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of the same size and species.

Reason: In the interest of the appearance of the locality and to enhance biodiversity.

31. No development shall commence, including any earthworks or other enabling works associated to the development, until an updated survey for badger setts on the site and within 30m of the site boundary is submitted to the Local Planning Authority for its approval.

If any setts are present within the zone of influence, the survey shall also contain a mitigation and enhancement strategy, which shall include:

- Dates for updated surveys and monitoring of badgers that may be present;
- Reasonable avoidance measures
- Measures to protect and mitigate if required for any setts that may be present within the zone of influence of the development during construction;
- Measure to protect badgers from accidental harm during construction;
- Measures to protect any setts present within the zone of influence of the development from disturbance post development and;
- Measures to mitigate for loss of any foraging habitat

The development shall be implemented in strict accordance with the approved details.

Reason: To avoid harm to badgers.

32. During the period of construction, should contamination be found on site that has not been previously identified, no further works shall be undertaken in the affected area. Prior to further works being carried out in the affected area, the contamination shall be reported to the Local Planning Authority within a maximum of 5 days from the discovery, a further contaminated land assessment shall be carried out, appropriate mitigation identified and agreed in writing by the Local Planning Authority. The development shall be undertaken in accordance with the agreed mitigation scheme.

Reason: To mitigate risks associated with land contamination and to ensure the site is suitable for the proposed end use.

33. No above ground construction shall take place until full details, including samples and supporting trade literature, of all fences and walls and gates to be erected have been submitted to and approved in writing by the Local Planning Authority.

No dwelling shall be occupied until all fences, walls and other boundary treatments shown in the approved details to bound its plot have been erected in conformity with the approved details.

Other fences, walls and other boundary treatments shown in the approved details shall have been erected in conformity with the approved details prior to substantial completion of the development.

Reason: To ensure a visually satisfactory form of development and to provide reasonable standards of privacy to residents.

34. Prior to the commencement of each phase of the development, full details of new drainage and its location within that phase shall be submitted to and approved in writing the Local Planning Authority (in consultation with the Highway Authority for the A56 Trunk Road). Each phase of the development shall thereafter be undertaken in strict accordance with the approved details prior to the first occupation of the development hereby permitted and retained in accordance with the agreed specification. No surface water shall be permitted to run off from the development hereby permitted on to the Strategic Road Network or into any drainage system connected to the Strategic

Road Network. No drainage connections from any part of development hereby permitted may be made to any Strategic Road Network drainage systems.

Reason: In the interest of the safe and efficient operation of the Strategic Road Network, and to protect the integrity of the Trunk Road drainage asset in accordance with DfT Circular 01/2022.

35. No development in the relevant phase shall commence until a detailed Construction Design Plan and working Method Statement relating to site earthworks (including protection of root systems of adjoining existing A56 boundary planting) has been submitted to and approved by the Local Planning Authority (in consultation with the Highway Authority for the A56 Trunk Road). Construction of the development shall then be carried out in accordance with the agreed Construction Design Plan and working Method Statement.

Reason: To mitigate any adverse impact from the development on the A56 Trunk Road in accordance with DfT Circular 01/2022.

36. Prior to the commencement of above ground construction, and in broad accordance with Indicative Play Details plan (MAN.0299_EN_002_B), final details of the Local Equipped Area for Play (LEAP) proposed within the development shall be submitted to and approved in writing by the Local Planning Authority.

The approved details shall confirm the layout and appearance of the LEAP, including the appearance, siting and specification of all play facilities, seating and any other features proposed.

The development shall thereafter proceed in strict accordance with the approved details. The LEAP shall be made available for use prior to first occupation of the 100th dwelling on site.

Reason: To ensure the facilities are appropriate to the context of the site and are delivered in a timely manner.

37. No above ground construction works in the relevant phase shall take place until full details (including detailed elevation drawings and detailed section drawings) of the proposed construction and facing of the proposed retaining walls within the area of open space along the western part of the site, along with specific planting and screening measures to mitigate the visual impact of the retaining walls, have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with the approved details.

Reason: In the interests of visual amenity and to ensure that the landscape impact of the retaining structures in question is appropriately mitigated.

38. Notwithstanding the provisions of Schedule 2, Part 4, Class A of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), no site compounds shall be constructed or placed in locations other than those identified on the approved plans (Build Route - 20244-TWM-BR-001 Rev. B), for the duration of construction works on the site, unless otherwise first agreed in writing with the local planning authority.

Reason: To ensure that temporary construction-related structures are appropriately located in the interests of visual and residential amenity.

Date of Decision: **UNDATED DRAFT**

Signed: **UNSIGNED DRAFT**

Please note that this notice does not relieve the applicant from the need to ensure compliance with the appropriate provisions of the Building Act 1984 and the Building Regulations 2000.

IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES ACCOMPANYING THIS NOTICE

**GUIDANCE NOTES FOR APPLICANTS
WHERE AN APPLICATION HAS BEEN APPROVED**

1. APPLICATIONS FOR PLANNING PERMISSION, APPROVAL OF RESERVED MATTERS, LISTED BUILDING CONSENT OR CONSERVATION AREA CONSENT.

If you object to the Local Planning Authority's decision to grant permission, approval or consent subject to conditions, you may appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990 within 12 weeks of the date of this notice. With regard to granted applications concerning listed buildings in a conservation area, you may appeal under Section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 8 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990.

Please make your appeal using a form from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) www.planning-inspectorate.gov.uk. The Secretary of State may allow a longer period for you to give notice of appeal, but will normally only do so if there are special circumstances that excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it appears that the Local Planning Authority could have granted permission for the proposed development only subject to the conditions it imposed, bearing in mind the statutory requirements, the development order, and any directions given under the order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority made its decision on the grounds of a direction that he or she had given.

It may be that planning permission, conservation area consent or listed building consent is granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment; but you, as the landowner, claim that the land is no longer fit for reasonably beneficial use in its existing state and you cannot make it fit for such use by carrying out the permitted development. If so, you may serve a purchase notice on Rossendale Borough Council requiring the Council to buy your interest in the land. You can do this under the Town and Country Planning Act 1990 or Section 32 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings and buildings in conservation areas.

You may claim compensation against the Local Planning Authority if the Secretary of State has refused or granted permission subject to conditions, either on appeal or when the application was referred to her or him.

Compensation is payable in the circumstances set out in:

(a) Section 114 and Part II of Schedule 3 of the Town and Country Planning Act 1990; or (b) Section 27 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings.

2. ADDITIONAL NOTES ON LISTED BUILDING CONSENT

- 1 If you wish to modify the development referred to in your application or to vary it in any way, you must make another application.
- 2 This notice refers only to the grant of listed building consent and does not entitle you to assume that the City Council has granted its consent for all purposes:

- (a) If you have applied for planning permission under Section 57(1) of the Town and Country Planning Act 1990, we will send you a separate notice of decision;
 - (b) We will send you a separate notice about plans you have submitted under the Building Regulations 2000;
 - (c) If the development for which listed building consent has been granted includes putting up a building for which you have to submit plans under the Building Regulations 2000, you should not do any work connected with erecting that building until you have satisfied yourself that you have complied with Section 219 of the Highways Act 1980 or that they do not apply to this building.
- 3 Even if you have gained listed building consent, you must comply with any restrictive covenants that affect the land referred to in the application.

3. APPLICATION FOR CONSENT TO DISPLAY ADVERTISEMENTS

If the applicant is aggrieved by the decision of the Local Planning Authority to grant consent, subject to conditions, he or she may appeal to the Secretary of State for the Environment in accordance with Regulation 17 and Part 3 of Schedule 4 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 within eight weeks of the receipt of this notice. (Appeals must be made on a form which obtainable from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) www.planning-inspectorate.gov.uk).

IMPORTANT

Compliance with Planning Conditions

The Council's Planning Enforcement Team is responsible for monitoring the implementation of planning permissions. This includes ensuring that all relevant conditions have been complied with. Effective enforcement is important to:

- tackle breaches of planning control which would otherwise have unacceptable impact on the amenity of the area;
- maintain the integrity of the decision-making process;
- help ensure that public acceptance of the decision-making process is maintained.

Whilst the majority of developers/homeowners do comply with the requirements of planning permissions, there are a number who do not. Where any planning conditions are breached, the Council can take formal enforcement action without further notice. Enforcement action could include such measures as requiring remedial works, cessation of use, or complete demolition and can cause the developer/homeowner unnecessary expense, delay and frustration.

It is important that you read and understand the eight points below to avoid any potential breaches of planning control:

- 1) Please take some time to read through the conditions attached to the planning permission and their particular requirements.
- 2) All planning conditions and timeframes for their submission/implementation must be complied with in full, unless a subsequent application or appeal is made to vary or remove those conditions and is subsequently approved.
- 3) Applications to vary conditions attached to a planning permission can take up to 8 weeks to determine (13 weeks if relating to a major planning application). Appeals normally take much longer.

- 4) Applications for approval of details reserved by planning condition (more commonly referred to as condition discharge applications) can take approximately 8 weeks to determine.
- 5) Applicants should ensure that they submit any applications or appeals in good time, well in advance of any anticipated or scheduled start date for commencement of the development.
- 6) If any amendments are sought to the permission, either prior to commencement of development or during the development, the developer should contact the Planning Department at their earliest opportunity to establish what form of application will be required. Work should not continue until any amendments are approved in writing by the Local Planning Authority.
- 7) Fees are normally payable for applications for approval of details reserved by planning condition (condition discharge applications). The relevant application forms, associated fees and details of how to apply can be found on the Planning Portal: www.planningportal.gov.uk

Mike Atherton
Head of Planning and Building Control

THE FOURTH SCHEDULE

Owner's Covenants with the Council

- 1. The Owner covenants with the Council as follows:**
 - 1.1** The Owner shall give notice in writing to the Council of their intention to commence the Development 14 Working Days prior to Commencement of the Development.
 - 1.2** The Owner shall give notice in writing to the Council of the anticipated date of Occupation of each of the 1st Dwelling, the 132nd Dwelling, the 160th Dwelling and the 200th Market Unit on Site and also the anticipated date of Occupation of the 1st Affordable Housing Unit at least 7 prior to each of such anticipated dates arising.
 - 1.3** The Owner shall not Commence Development of any part of the Site until:
 - 1.3.1** a notice pursuant to paragraph 1.1 above has been served on the Council; and
 - 1.3.2** the Affordable Housing Scheme and the Market Value Notice has been submitted to and approved by the Council in accordance with Part 1 of the Fifth Schedule.
 - 1.4** The Owner shall provide the Council with details of the number of units Occupied as of 30 September and 31 March in each year within one week of the relevant date occurring until all Dwellings on Site are Occupied.
- 2. Payment of the contributions**
 - 2.1** The Owner will pay the Playing Pitch Contribution to the Council in the following instalments:
 - 2.1.1** 30% on or prior to Occupation of the first Dwelling on the Site;
 - 2.1.2** 35% on or prior to Occupation of the 160th Dwelling on the Site;
 - 2.1.3** 35% on or prior to Occupation of the 200th Dwelling on the Site;and the Owner shall not enable Occupation of any Dwelling in excess of the figures given above unless and until the related instalment of the Playing Pitch Contribution has been paid to the Council.
 - 2.2** The Owner will pay the Green Belt Contribution to the Council in the following instalments:
 - 2.2.1** 30% on or prior to Occupation of the first Dwelling on the Site;
 - 2.2.2** 35% on or prior to Occupation of the 160th Dwelling on the Site; and
 - 2.2.3** 35% on or prior to Occupation of the 200th Dwelling on the Site

and the Owner shall not enable the Occupation of any Dwelling in excess of the figures given above unless and until the related instalment of the Green Belt Contribution has been paid to the Council.

- 2.3 The Owner will pay the Indoor Built Sports Facilities Contribution to the Council in the following instalments:

- 2.3.1 30% on or prior to Occupation of the first Dwelling on the Site;
- 2.3.2 35% on or prior to Occupation of the 160th Dwelling on the Site;
- 2.3.3 35% on or prior to Occupation of the 200th Dwelling on the Site;

and the Owner shall not enable Occupation of any Dwelling in excess of the figures given above unless and until the related instalment of the Indoor Built Sports Facilities Contribution has been paid to the Council.

- 2.4 The Owner will pay the Open Spaces Contribution to the Council in the following instalments:

- 2.4.1 30% on or prior to Occupation of the first Dwelling on the Site;
- 2.4.2 35% on or prior to Occupation of the 160th Dwelling on the Site;
- 2.4.3 35% on or prior to Occupation of the 200th Dwelling on the Site;

and the Owner shall not enable Occupation of any Dwelling in excess of the figures given above unless and until the related instalment of the Open Spaces Contribution has been paid to the Council.

- 2.5 The Owner will pay the Off Site Biodiversity Enhancement Contribution to the Council on the date of service of the notice of intention to Commence the Development pursuant to paragraph 1 of the Fourth Schedule and in any event prior to Commencement and the Owner shall not allow the Commencement of the Development unless and until the Off Site Biodiversity Enhancement Contribution has been paid to the Council.

- 2.6 The Contributions and the monitoring fees referred to at paragraph ⁴ below shall be subject to Indexation in accordance with Clause 11.1.

3. On-site open space

- 3.1 Prior to first Occupation, the Owner shall submit to the Council a plan for the management and maintenance of the Communal Area.

- 3.2 The Development shall not be Occupied until the plan referred to at paragraph 3.1 above has been approved by the Council.

THE FIFTH SCHEDULE

AFFORDABLE HOUSING

The Owner hereby covenants with the Council as follows:

Part 1

1. Prior to Commencement of the Development the Owner shall submit to the Council for approval the Affordable Housing Scheme which shall comprise of the Affordable Housing Plan and reflect the mix shown thereon and which must also include a programme and timetable for the provision of Affordable Housing Units and the Market Value Notice.
2. The Council shall advise within sixty (60) Working Days of receipt of the Affordable Housing Scheme whether it approves the Affordable Housing Scheme, such approval not to be unreasonably withheld or delayed, if no response is provided in accordance with the timescale in this paragraph then the Affordable Housing Scheme shall be deemed to be approved by the Council.
3. The Council shall advise in writing within sixty (60) Working Days of receipt of the Market Value Notice whether it approves the Market Value Notice, such approval not to be unreasonably withheld or delayed, if no response is provided in the timescale in this paragraph then the Market Value Notice is shall be deemed to be approved by the Council.
4. Following approval of the Affordable Housing Scheme referred to at paragraph 1 above, the Owner shall lay out and deliver the Affordable Housing in full compliance with the approved Affordable Housing Scheme (including any amendments that may be agreed in writing between the parties from time to time to the Affordable Housing Scheme and for the avoidance of doubt the Council has no obligation to agree such amendments).

Part 2

A. Construction of the Affordable Housing Units

1. To construct and provide the Affordable Housing Units in accordance with the Affordable Housing Scheme and as more particularly set out in this Agreement.
2. The Affordable Housing Units shall be used solely for the purpose of providing Affordable Housing in accordance with the tenures set out in the Affordable Housing Scheme. The Affordable Housing Units must only be Occupied by:
 - 2.1 Approved Persons (as the sole residence of such Approved Persons and their households); and

- 2.2 By a person (and their household) being in Housing Need.
3. The Owner shall serve notice on the Council within fifteen (15) Working Days after the completion of construction of each of the Affordable Housing Units.
4. The Owner shall not occupy or allow more than 80% of the total Market Units (being 132 Market Units) comprised within the Development to be Occupied until all of the Affordable Housing Units (save the six Affordable Housing Units shown as Plots 56-61 on Plan 3) have been constructed in accordance with the Planning Permission (and for the avoidance of doubt completion of construction of the Affordable Housing Units shall not be achieved unless all the Services are connected and operating insofar as they serve the Affordable Housing Units and the Affordable Housing Units are safely accessible by both vehicles and pedestrians) and until either:
- 4.1 the Shared Ownership Units and the Affordable Rented Units have been transferred pursuant to paragraph 1 of Part 2B to an Affordable Housing Provider; or
- 4.2 the Shared Ownership Units and the Affordable Rented Units have been released from the Affordable Housing Provisions of this Agreement pursuant to paragraphs 11 and 12 of Part 2B; or
- 4.3 an alternative scheme for providing Affordable Housing for Occupation by persons in Housing Need has been agreed pursuant to paragraph 9.1 of Part 2B and the Shared Ownership Units and the Affordable Rented Units have been transferred pursuant to paragraph 10 of Part 2B to an Affordable Housing Provider.

Part 2

B. Transfer of the Affordable Housing Units

1. The Owner shall use reasonable but commercially prudent endeavours to enter into a contract to dispose of a freehold interest in all the Affordable Housing Units to one Affordable Housing Provider unless otherwise agreed in writing with the Council. The Owner shall use reasonable endeavours to agree with the Council the identity of the Affordable Housing Provider to which the Affordable Housing Units are to be transferred (and the Council) shall respond to any request for such agreement within twenty one (21) Working Days.
2. The agreement to dispose of any of the Affordable Housing Units to the Affordable Housing Provider must impose (inter alia) the following or equivalent terms:
- 2.1 a restrictive covenant by the Affordable Housing Provider not to use the Affordable Housing Units other than for Occupation by Approved Persons (who are in Housing Need) for residential purposes and in accordance with the terms of this Agreement; and

- 2.2 that the transfer of the Affordable Housing Units to the Affordable Housing Provider be free from any ground rent or encumbrances save for any existing encumbrances and such rights reservations and covenants as are necessary to enable the Owner to develop the Site in accordance with the Planning Permission and shall grant to the relevant Affordable Housing Provider such rights and covenants as are necessary to enable it to provide and beneficially use and enjoy the Affordable Housing Units; and
- 2.3 the Owner shall not require the relevant Affordable Housing Provider to meet any of the Owner's legal or other conveyancing costs.
3. The Owner shall provide confirmation to the Council within ten (10) Working Days of entering into an agreement for the transfer of the Affordable Housing Units to an Affordable Housing Provider.
4. The Shared Ownership Units shall:
 - 4.1 be marketed and made available by the Affordable Housing Provider;
 - 4.2 meet the lease requirements in the definition of Shared Ownership Housing;
 - 4.3 be sold (by way of the grant of a lease) by the Affordable Housing Provider to Approved Persons;
 - 4.4 require (insofar as it is legally possible to do so) each Approved Person who acquires a Shared Ownership Unit to enter into an obligation in the document affecting the relevant disposal to occupy it as that person's sole or main residence;
 - 4.5 remain as Affordable Housing in perpetuity; and
 - 4.6 be let via B-with-us or any subsequent Choice Based Lettings partnership that the Council is a member of from time to time.
5. The Affordable Rented Units shall:
 - 5.1 be marketed and made available by the Affordable Housing Provider as Affordable Rented Housing (as appropriate and as determined by the Affordable Housing Scheme);
 - 5.2 be granted on a Tenancy;
 - 5.3 be let by the Affordable Housing Provider to Approved Persons;
 - 5.4 remain as Affordable Housing in perpetuity;
 - 5.5 be let via B-with-us or any subsequent Choice Based Lettings partnership that the Council is a member of from time to time.

6. Subject to compliance with paragraph 1 above, in the event the Owner has either:
- 6.1 not been able to identify an Affordable Housing Provider which is acceptable to the Council in accordance with this Schedule and which is on commercially acceptable terms to the Owner for the purchase of all of the Affordable Housing Units; or
- 6.2 identified an acceptable Affordable Housing Provider which was ready willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider).

in either case within six (6) months of the completion of construction of the Affordable Housing Units then the provisions of the following paragraph shall apply.

7. Where the preceding paragraph applies, the Owner may at any time following the six (6) month period referred to notify the Council that they have not exchanged contracts with an Affordable Housing Provider for the disposal of all of the Affordable Housing Units (or in the event of default as referred to at paragraph 6.2) together with written evidence of its compliance with paragraph 1 above ("Affordable Housing Notice"). The Council shall then (subject to the Council being satisfied that the Owner has complied with paragraph 1 above and in the event that the Council is not so satisfied the time periods in paragraph 1 shall begin to run for a further six (6) months after which a new notice under this paragraph 7 may then be served if the necessary conditions are satisfied) use reasonable endeavours to identify a suitable Affordable Housing Provider which is ready able and willing to exchange contracts for the purchase of all of the Affordable Housing Units (or such as remain unsold) and the provisions of the following paragraph shall apply.

8. In the event that either:
- 8.1 the Council have not been able to identify an Affordable Housing Provider which is ready willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Owner; or
- 8.2 the Council had identified an Affordable Housing Provider which is ready and willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Owner but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider)

in either case within six (6) months of the Affordable Housing Notice being served on the Council under paragraph 7 then the provisions of the following paragraph shall apply.

9. The Owner shall provide written evidence to the Council of the use of reasonable endeavours to transfer the Affordable Housing Units to an Affordable Housing Provider, following which the Owner and the Council shall within three (3) months:
 - 9.1 use reasonable endeavours to agree an alternative housing tenure replacing the Affordable Housing Scheme (and shown on the Affordable Housing Plan); or
 - 9.2 use reasonable endeavours to agree an Affordable Housing Commuted Sum for the provision of alternative Affordable Housing within the administrative area of the Council.
10. Where an alternative housing tenure has been agreed, it shall replace the Affordable Housing mix set out in this Agreement and shown on the Affordable Housing Plan and the Owner shall for a further period of three (3) months use reasonable endeavours to transfer the Affordable Housing Units to an Affordable Housing Provider. After such period if the Owner is unable to transfer the Affordable Housing, it shall provide written evidence to the Council of the use of such reasonable endeavours and both parties shall seek to agree an Affordable Housing Commuted Sum within twenty one (21) Working Days.
11. Where an Affordable Housing Commuted Sum is agreed, the Owner shall pay the Affordable Housing Commuted Sum within seven Working Days of it having been agreed together with an Affordable Housing Commuted Sum monitoring fee of 1% and shall then be permitted to dispose of the Affordable Housing Units as Market Units.
12. Once the Owner pays the Affordable Housing Commuted Sum to the Council pursuant to paragraph 11, the provisions of Part 2 of the Fifth Schedule of this Agreement will no longer apply to the Affordable Housing.
13. Recycling – Shared Ownership
 - 13.1 As soon as reasonably possible following any Staircasing on a relevant Shared Ownership Unit an Affordable Housing Provider shall calculate the Staircasing Net Sale Proceeds for the relevant Shared Ownership Unit and the Recycling Percentage on that Staircasing of the Shared Ownership Unit and shall pay into a designated reserve fund held by the Affordable Housing Provider any Recycling Percentage received in respect of such Staircasing.
 - 13.2 The Recycling Percentage may only be used by the Affordable Housing Provider for Recycling.
 - 13.3 On any transfer of any Shared Ownership Unit(s) by one Affordable Housing Provider to another Affordable Housing Provider the outgoing Affordable Housing Provider shall (to the extent not spent or already allocated for spending on Recycling) transfer the balance of the

Recycling Percentage attributable to such Shared Ownership Units to the incoming Affordable Housing Provider and pursuant to this Agreement the incoming Affordable Housing Provider shall meet the obligations contained in this Schedule in so far as these relate to Recycling of the Recycling Percentage received by it on Staircasing (whether this relates to those sums transferred to it by the outgoing Affordable Housing Provider or received on Staircasing after its date of acquisition).

13.4 In the event that the whole or any part of any Recycling Percentage has not been spent or allocated for spending on Recycling within five (5) years from the date of receipt by the Affordable Housing Provider, the monies or balance shall forthwith be released from any obligations pursuant to this Agreement and be available for application by the Affordable Housing Provider in any manner which it considers appropriate, so long it has used all reasonable (but commercially prudent) endeavours to secure further Affordable Housing in the Borough.

13.5 The Affordable Housing Provider shall maintain records in respect of each of the Shared Ownership Unit(s) containing the name of the shared owner(s) and occupier(s) of the relevant Shared Ownership Unit and sufficient details of that person(s) to show that s/he is an Approved Person and the price or rent paid for the Shared Ownership Unit and details of the Staircasing and specifically the Staircasing Net Sale Proceeds and the Recycling Percentage calculations together with details of any Recycling undertaken and the aggregate Recycling Percentage held by the Affordable Housing Provider in respect of any Shared Ownership Units that have Staircased in its designated reserve fund and upon request must allow the Council to inspect those records and provide any relevant information in writing.

13.6 The Affordable Housing Provider shall report to the Council on an annual basis on each Staircasing together with the information referred to at paragraph 13.5 (which shall be email to planning@rossendalebc.gov.uk, s106@rossendalebc.gov.uk and forwardplanning@rossendalebc.gov.uk or such alternative or additional email address(es) as the Council notifies the Owner of from time to time) and shall provide any further information that the Council requests in respect of compliance with this paragraph 13.

14. Recycling – Affordable Rented Housing

14.1 As soon as reasonably possible following any disposal of an Affordable Rented Unit to either:

14.1.1 someone who has exercised the right to acquire the dwelling of which he is a tenant pursuant to section 16 of the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or

14.1.2 someone who has exercised any statutory right to buy the dwelling of which he is a tenant pursuant to Part V of the Housing Act 1985 or any statutory provision for the

time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit

the Affordable Housing Provider shall calculate the Rented Net Sale Proceeds for the relevant Affordable Rented Unit and the Recycling Percentage on such sale and shall pay into a designated reserve fund held by the Affordable Housing Provider any Recycling Percentage received in respect of such sale.

- 14.2 The Recycling Percentage may only be used by the Affordable Housing Provider for Recycling.
- 14.3 On any transfer of any Affordable Rented Unit(s) by one Affordable Housing Provider to another Affordable Housing Provider the outgoing Affordable Housing Provider shall (to the extent not spent or already allocated for spending on Recycling) transfer the balance of the Recycling Percentage attributable to such Affordable Rented Units to the incoming Affordable Housing Provider and pursuant to this Agreement the incoming Affordable Housing Provider shall meet the obligations contained in this Schedule in so far as these relate to Recycling of the Recycling Percentage received by it on a sale referred to at paragraphs 14.1.1 or 14.1.2 (whether this relates to those sums transferred to it by the outgoing Affordable Housing Provider or received on sale after its date of acquisition).
- 14.4 In the event that the whole or any part of any Recycling Percentage has not been spent or allocated for spending on Recycling within five (5) years from the date of receipt by the Affordable Housing Provider, the monies or balance shall forthwith be released from any obligations pursuant to this Agreement and be available for application by the Affordable Housing Provider in any manner which it considers appropriate, so long it has used all reasonable (but commercially prudent) endeavours to secure further Affordable Housing in the Borough.
- 14.5 The Affordable Housing Provider shall maintain records in respect of each of the Affordable Rented Unit(s) containing the price paid for the Affordable Rented Unit and details of the sale and specifically the Rented Net Sale Proceeds and the Recycling Percentage calculations together with details of any Recycling undertaken and the aggregate Recycling Percentage held by the Affordable Housing Provider in respect of any Affordable Rented Units that have been sold in its designated reserve fund and upon request must allow the Council to inspect those records and provide any relevant information in writing.
- 14.6 The Affordable Housing Provider shall report to the Council on an annual basis on each sale made pursuant to paragraph 14.1 together with the information referred to at paragraph 14.5 (which shall be by email to email to planning@rossendalebc.gov.uk, s106@rossendalebc.gov.uk and forwardplanning@rossendalebc.gov.uk or such alternative or additional email address(es) as the Council notifies the Owner of from time to time) and

shall provide any further information that the Council requests in respect of compliance with this paragraph 14.

THE SIXTH SCHEDULE

Part 1

ELIGIBILITY FOR THE SHARED OWNERSHIP UNITS

ELIGIBILITY

1. An Approved Person must meet the eligibility criteria set out at each of paragraphs 1.1, 1.2 and 1.3 below for the Shared Ownership Units:

- 1.1 applicants must either fulfil one of the residency qualification set out at paragraph 1.1.1 below or all of the employment qualification set out at paragraph 1.1.2 below:

1.1.1 Residency qualification:

- (a) have had their principal residence in the Edenfield Neighbourhood Area for a continuous period of twelve months immediately prior to the application; or
- (b) have lived in the Edenfield Neighbourhood Area for 3 out of the previous 5 years or for 6 out of the previous 12 months; or
- (c) have close family (parent, sibling, child or grandparent) who have been resident in the Edenfield Neighbourhood Area for 5 continuous years and continue to reside there; or
- (d) Members of the Armed Forces, veterans of up to 5 years and their spouses/civil partners are exempt from any local connection criteria. Armed Forces members are defined as: a member of the Royal Navy, the Royal Marines, the British Army or the Royal Air Force or a former member who was a member within the five years prior to the purchase of the Shared Ownership Unit, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service.

1.1.2 Employment qualification:

An individual will be considered to meet the employment qualification if he/she or his/her partner meets all of the following criteria:

- (a) works at or from an office or business establishment based in the Edenfield Neighbourhood Area; and

- (b) has been in paid employment or self-employed for 12 continuous months at a minimum average of 16 hours per week over a period of 12 continuous months at the time of application.

- 1.2 applicants must be deemed to be in need of financial assistance to purchase a property on the open market;
- 1.3 applicants must be able to demonstrate a Housing Need for a property type.
2. Applicants will be assessed on their current Housing Need.
3. The Shared Ownership Unit must be the applicants sole or principal home.
4. Applicants will only be authorised to proceed with the tenancy/lease (as applicable) after meeting the criteria above. Applicants will normally only be permitted to occupy Shared Ownership Units with an excess of one bedroom for their current housing need, however discretion may be showed where it is reasonable to expect a household's need to increase.
5. If after the Shared Ownership Units have been marketed for 12 weeks there is no interest from applicants who satisfy paragraph 1.1, the Owner must notify the Council in writing of the lack of interest after which the reference to the Edenfield Neighbourhood Area in paragraph 1.1 of this Schedule shall be substituted with the reference to the Borough.
6. If after the Shared Ownership Units have been marketed for 6 months there is no interest from applicants who satisfy paragraph 1.1 then the Owner must notify the Council in writing of the lack of interest after which the requirement to satisfy paragraph 1.1 shall cease to apply.
7. Provided always that notwithstanding the above the Council and Affordable Housing Provider may agree between themselves any amendment to the eligibility criteria set out in this Part of this Schedule where the Council shall deem it reasonable to do so and provided further that after such amendments are applied the applicant is able to demonstrate a housing need for a property type. The applicants must use the accommodation as their main and principal residence.
8. Upon allocation of the Shared Ownership Units for the grant of the lease and any subsequent assignment or grant of a new lease the Affordable Housing Provider will confirm the details of each successful applicant detailing the criteria by which they qualify and the property address allocated to them and send this information to the Council (which shall be by email to planning@rossendalebc.gov.uk, s106@rossendalebc.gov.uk and forwardplanning@rossendalebc.gov.uk or such alternative or additional email address(es) as the Council notifies the Owner of from time to time).

- (b) has been in paid employment or self-employed for 12 continuous months at a minimum average of 16 hours per week over a period of 12 continuous months at the time of application.

- 1.2 applicants must be deemed to be in Housing Need;
- 1.3 applicants must be able to demonstrate a Housing Need for a property type.
2. For the avoidance of doubt applicants will be assessed on their current housing need.
3. For the avoidance of doubt the Affordable Rented Units must be the applicants sole or principal home.
4. Applicants will only be authorised to proceed with the tenancy/lease (as applicable) after meeting the criteria above. Applicants will normally only be permitted to occupy Affordable Rented Units with an excess of one bedroom for their current housing need, however discretion may be showed where it is reasonable to expect a household's need to increase.
5. If after the Affordable Rented Units have been marketed for 12 weeks there is no interest from applicants who satisfy paragraph 1.1, the Owner must notify the Council in writing of the lack of interest after which the reference to the Edenfield Neighbourhood Area in paragraph 1.1 of this Schedule shall be substituted with the reference to the Borough.
6. If after the Affordable Rented Units have been marketed for 6 months there is no interest from applicants who satisfy paragraph 1.1 then the Owner must notify the Council in writing of the lack of interest after which the requirement to satisfy paragraph 1.1 shall cease to apply.
7. Provided always that notwithstanding the above the Council and Affordable Housing Provider may agree between themselves any amendment to the eligibility criteria in this Part of this Schedule where the Council shall deem it reasonable to do so and provided further that after such amendments are applied the applicant is able to demonstrate a housing need for a property type.
8. Upon allocation of the Affordable Rented Units for first lets and all subsequent lets the Affordable Housing Provider will confirm the details of each successful applicant detailing the criteria by which they qualify and the property address allocated to them and send this information to the Council (which shall be by email to planning@rossendalebc.gov.uk, s106@rossendalebc.gov.uk and forwardplanning@rossendalebc.gov.uk or such alternative or additional email address(es) as the Council notifies the Owner of from time to time).

THE SEVENTH SCHEDULE

The Council's Covenants

1. To use all Contributions received from the Owner under the terms of this Agreement for the purposes referred to in the relevant definition and for no other purpose.
2. The Council covenants with the Owner that it will refund any Contributions to the person who paid the relevant Contribution to the extent that such Contribution has not been expended in accordance with the provisions in this Agreement (and money shall be deemed to have been expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the Council of such sum.
3. When requested in writing the Council shall provide written confirmation of the discharge of obligations to the Council contained in this Agreement once the Council is satisfied (acting reasonably) that such obligations have been performed.

THE EIGHTH SCHEDULE

Owner's Covenants with the County Council

1. The Owner shall give notice in writing to the County Council of their intention to commence the Development 14 Working Days prior to commencement of the Development.
2. The Owner shall give notice in writing to the County Council of the anticipated date of Occupation of each of the 1st Dwelling, 40th Dwelling, 80th Dwelling, 120th Dwelling and 160th Dwelling at least 7 Working Days prior to each of such anticipated dates arising.
3. The Owner hereby covenants with the County Council as follows:
 - 3.1 The Owner will pay the Bus Service Contribution to the County Council in the following instalments:
 - 3.1.1 £50,000 on or prior to Occupation of the first Dwelling on the Site;
 - 3.1.2 £50,000 on or prior to Occupation of the 40th Dwelling on the Site;
 - 3.1.3 £50,000 on or prior to Occupation of the 80th Dwelling on the Site;
 - 3.1.4 £50,000 on or prior to Occupation of the 120th Dwelling on the Site;
 - 3.1.5 £50,000 on or prior to Occupation of the 160th Dwelling on the Site.
 - 3.2 The Owner will pay the Travel Plan Contribution on or before the Commencement of the Development and shall not commence Development or permit or allow the Commencement of Development on the Site unless and until the Owner has paid to the County Council the Travel Plan Contribution in full.
 - 3.3 The Owner will pay the Bus Ticket Contribution to the County Council in the following instalments:
 - 3.3.1 £57,120 on or prior to Occupation of the first Dwelling on the Site;
 - 3.3.2 £57,120 on or prior to Occupation of the 40th Dwelling on the Site;
 - 3.3.3 £57,120 on or prior to Occupation of the 80th Dwelling on the Site;
 - 3.3.4 £57,120 on or prior to Occupation of the 120th Dwelling on the Site;
 - 3.3.5 £57,120 on or prior to Occupation of the 160th Dwelling on the Site.

3.4 The Owner will pay the Footpath Contribution on or before the Commencement of Development and shall not commence Development or permit or allow the Commencement of Development on the Site unless and until the Owner has paid to the County Council the Footpath Contribution in full.

THE NINTH SCHEDULE

County Council's Covenants with the Owner

1. The County Council covenants to pay the County Council Contributions into separately identified sections of the County Council's combined accounts as soon as reasonably practicable.
2. The County Council covenants not to use any part of the County Council Contributions other than for the purposes for which each contribution was paid (whether by the County Council or another party).
3. Following written request from the person who made the relevant contribution the County Council will repay to that person the balance (if any) of such contribution which at the date of the receipt of such written request has not been expended or committed for expenditure provided always that no such request shall be made prior to the expiry of 10 years from the date of receipt by the County Council of the last instalment of any such contribution and provided that such written request shall only be made within one (1) year commencing from the date such written request can first be made in accordance with this paragraph. In the event of no written request being made within such period any unexpended sum shall be released free of any liability and obligations to the County Council.
4. Any contribution or part of a contribution which the County Council has committed to expend prior to the date of receipt of such request referred to at 3 shall be deemed to have been expended by the County Council prior to that date.
5. The County Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owners to the County Council under this Agreement upon receiving a written request from the owner such request not being made more than once in any year.

EXECUTED AS A DEED by the
ROSSENDALE BOROUGH COUNCIL

By affixing its common seal in the

Presence of:

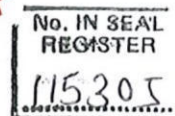


The common seal of LANCASHIRE COUNTY
COUNCIL

was affixed to this deed in the presence of



Authorised Signatory



DS878

EXECUTED AS A DEED by TAYLOR WIMPEY
UK LIMITED acting by

Sadie Murrills

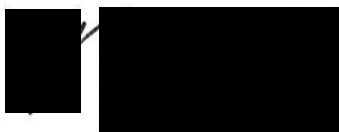
Attorney:



Signature of Witness:

Name:

Address:



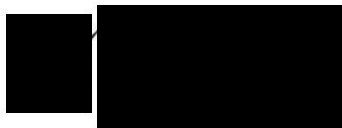
Occupation:

Legal Support

Signature of Witness:

Name:

Address:

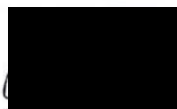


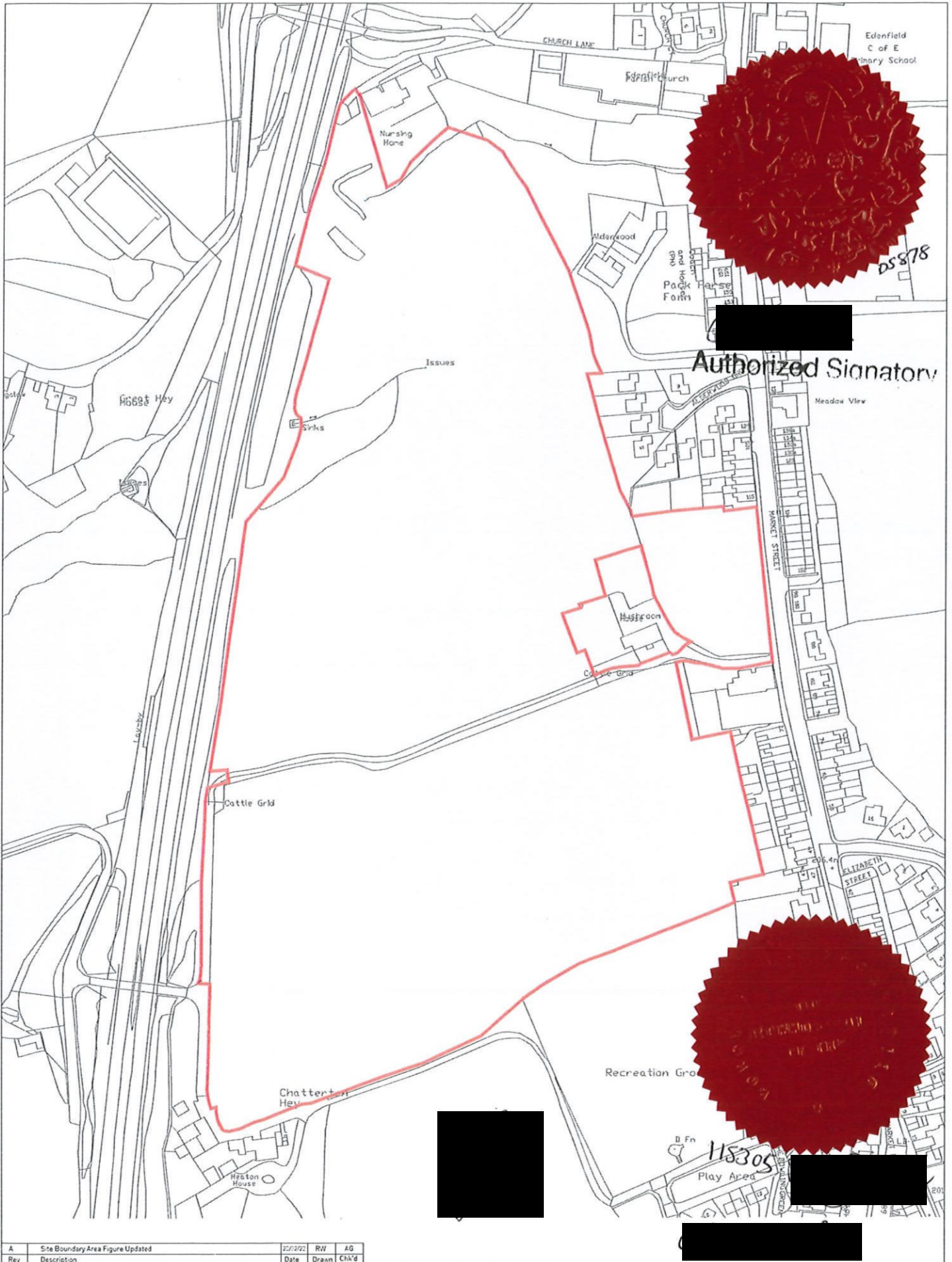
Occupation:

Legal Support

Zoe Horsfield

Attorney:





A	Site Boundary Area Figure Updated	22/02/20	RW	AG
Rev	Description	Date	Drawn	Ch'd

KEY

Site Boundary (12.46 Ha)

Plan 1

MARKET STREET, EDENFIELD
For Taylor Wimpey

Site Location Plan



[illegible]

KEY

- Site bound
- Area by

115305

DS878

Authorized signatory

Plan 2

MARKET STREET, EDENFIELD - OPEN SPACE MANAGEMENT PLAN

PEGASUS GROUP

I PEGASUSGROUP.CO.UK I TEAM/DRAWN BY: TP I APPROVED BY: AG I DATE: 23.07.25 I SCALE: 1:1000 @ A1 I DRWG: MAN 0299_DE_07-01 I CLIENT: TAYLOR WIMPEY