

Dated

22nd April

2026

MASTER DESIGN LIMITED

and

ROSSENDALE BOROUGH COUNCIL

**PLANNING OBLIGATION BY WAY OF UNILATERAL
UNDERTAKING UNDER SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 RELATING TO LAND ON THE
NORTH-WEST SIDE OF BURNLEY ROAD, LOVECLOUGH**



**196 Deansgate
Manchester
M3 3WF**

THIS DEED is dated 22nd April 2026

PARTIES

- (1) **MASTER DESIGN LIMITED** incorporated and registered in England and Wales with company number 11747928 whose registered office is at Eastham House Farm Clitheroe Road, Mitton, Clitheroe, Lancashire, United Kingdom, BB7 9PH (**Owner**); and
- (2) **ROSSENDALE BOROUGH COUNCIL** of The Business Centre, Futures Park, Bacup, Lancashire, OL13 0BB (**Council**).

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated and is the local authority for the purposes of the Greater London Council (General Powers) Act 1974, the Local Government Act 1972 and the Localism Act 2011.
- (B) The Council considers it expedient in the interests of the proper planning of its area and having regard to the provision of its development plan that provision should be made as provided for by this Undertaking for regulating or facilitating development of the Property.
- (C) The Owner owns the freehold interest in the Property.
- (D) The Owner has made the Planning Application and is proposing to carry out the Development.
- (E) The Owner gives this undertaking to perform the obligations set out in this Deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

Commence Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990.

Commenced and Commences shall be construed accordingly.

Development: the development of the Property described in the Planning Application.

Plan: the plan attached to this Deed.

Property: the freehold land on the north-west side of Burnley Road, Loveclough, Rossendale shown edged red on the Plan and comprising part of the land registered at HM Land Registry with absolute title under Title number LAN167386.

Planning Application: an application for planning permission under reference number 2025/0060.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

TCPA 1990: the Town and Country Planning Act 1990.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes.

- 1.11 References to clauses are to the clauses of this Deed.
- 1.12 Any words following the term(s) **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, but otherwise in accordance with to Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, the Localism Act 2011 and all other enabling powers and the obligations and covenants herein contained:
- 2.2 (a) are covenants and planning obligations to which these statutory provisions apply; and
- 2.3 (b) relate to the Property; and
- 2.4 (c) are enforceable by the Council as the local planning authority; and
- 2.5 (d) are for the purposes of regulation 122 of the *Community Infrastructure Levy Regulations 2010* necessary, directly related to the Development, and fairly and reasonably related in scale and kind.
- 2.6 The obligations contained in clause 3 of this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by that person in the Property and their respective successors and assigns.
- 2.7 This Deed comes into effect on the date of grant of the Planning Permission.
- 2.8 The obligations contained in clause 3 of this Deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.
- 2.9 Nothing in this Undertaking shall fetter prejudice or affect any provisions rights powers duties and obligations of the Council in the exercise of its functions as a local planning authority for the purposes of the Act or otherwise as a local authority.

3. COVENANTS WITH THE COUNCIL

3.1 The Owner with the Council not to Commence Development until:

- (a) It has formally discharged all necessary pre-commencement conditions contained in the Planning Permission;
- (b) United Utilities have issued a formal consent pursuant to Section 185 of the Water Industry Act 1991 to divert the sewer within the Property; and
- (c) A landscaping plan has been submitted to and agreed with the Council setting out a programme for replanting to compensate the mature trees that have been removed prior to the Planning Application. The landscaping plan also details how the replanting scheme will be managed and maintained for the duration of the development to allow the trees to establish.

4. RELEASE

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

5. DETERMINATION OF DEED

5.1 This Deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Owner Commences Development;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

6. LOCAL LAND CHARGE

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

7. OWNERSHIP

7.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

7.2 Until the obligations in clause 3 have been complied with, the Owner will give to the Council within five Working Days the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

8. NO FETTER OF DISCRETION

Nothing (contained or implied) in this Deed fetters or restricts the Council's statutory rights, powers, discretions and responsibilities.

9. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this Deed or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

10. FUTURE PERMISSIONS

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

11. AGREEMENTS AND DECLARATIONS

11.1 The parties agree that:

- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

12. THIRD PARTY RIGHTS

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

13. GOVERNING LAW

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

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


Executed as a deed by
MASTER DESIGN LIMITED
acting by Stanley Ainsworth,
a director, in the presence of:



Director

.....
Witness Signature 

Witness Name: ALAN KINDER

Witness Address: 

Executed as a Deed by
**Rosendale Borough
Council**

**THE COMMON SEAL of
ROSSENDALE BOROUGH
COUNCIL**

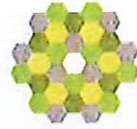


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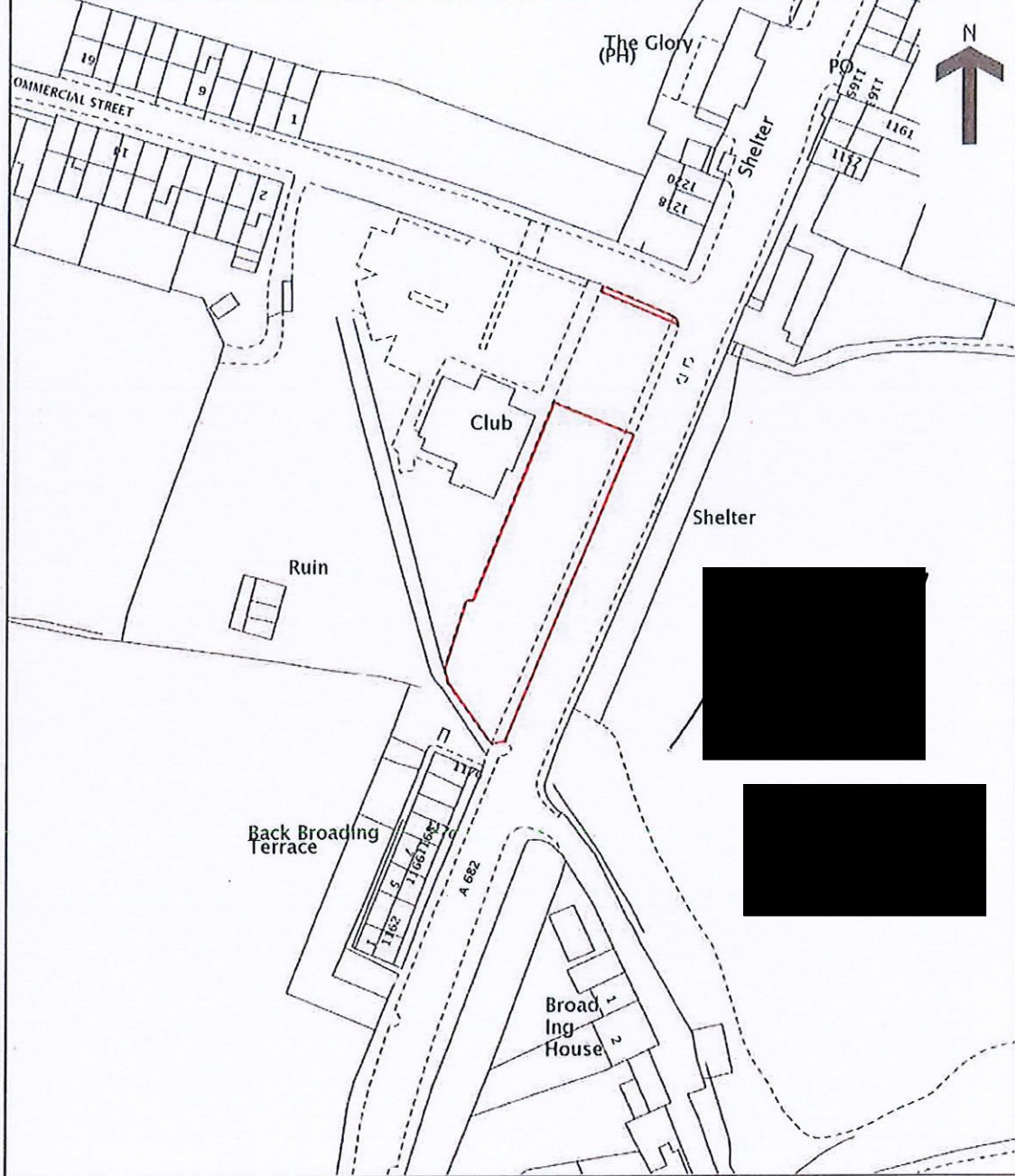
No. IN SEAL
REGISTER
115332

HM Land Registry
Current title plan

Title number LAN167386
Ordnance Survey map reference SD8127SW
Scale 1:1250 enlarged from 1:2500
Administrative area Lancashire : Rossendale



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