
Dated: 2025

(1) THE ROCHDALE BOROUGH COUNCIL

(2) SALFORD ROMAN CATHOLIC DIOCESAN TRUSTEES REGISTERED

AGREEMENT

under section 106 of the Town and Country Planning Act 1990 relating to the Land At Sutherland Road (North Of Our Lady And St Paul's RC Primary School) And Land At Junction Of Lennox Walk And Argyle Street, Heywood.

8 Rent to Buy Units

to be delivered in accordance with this Deed (unless otherwise agreed in writing between the Owner and the Council) and "Affordable Housing Unit" shall be construed accordingly

"Anticipated Date of First Occupation"

the date on which First Occupation is expected to occur

"Application"

the application for planning permission submitted to the Council for the Development and allocated reference number: 24/00622/FUL

"Commencement"

the carrying out on the Site of a material operation as specified in section 56(4) of the Act (excluding any act of demolition, remediation, site clearance, archaeological investigations, formation of any site entrance, diversion or laying of services, erection of any temporary means of enclosure) in accordance with the Planning Permission and the phrases "Commencement of Development" and "Commence" and "Commenced" shall be construed accordingly

"Contributions"

collectively the Cycling and Walking Facilities Contribution, the Education Contribution, the Open Space and Outdoor Sports Contribution, and an Outdoor Sports Provision Contribution, and "Contribution" shall be construed accordingly

"Council"

the Rochdale Borough Council and any successor to its statutory functions as Local Planning Authority and any duly appointed employee or agent of the Council or such successor

Cycling and Walking Facilities Contribution

means the sum of £29,400 (twenty nine thousand four hundred pounds) to be expended on the design and/or improvement of walking and cycling facilities within the vicinity of the Site in the area.

"Development"

means the development of the Site pursuant to the Planning Permission.

"Dwelling"

any residential dwelling (including a house flat or maisonette) which may be either an Open Market Dwelling or an Affordable Dwelling to be constructed on the Site pursuant to the Planning Permission and "Dwellings" shall be construed accordingly

Education Contribution	means the sum of £51,080.11 (fifty one thousand and eighty pounds and eleven pence) to be expended on secondary education provision within the Rochdale Borough.
“First Occupation”	the Occupation of the first Dwelling on the Site
“Index Linked”	increases to Contributions in accordance with the following formula: Amount payable = the payment specified in this deed x (A/B) where: A= the figure for the Consumer Price Index (All Items) that applied immediately preceding the date the payment is due. B= the figure for the Consumer Price Index (All Items) that applied when the index was last published prior to the date of this deed.
“Occupation”	beneficial occupation of any Dwelling constructed as part of the Development for the purposes permitted by the Planning Permission and “Occupy”, “Occupied” and “Occupying” shall be construed accordingly
“Offsite Outdoor Sports Provision Contribution	means the sum of £37,340.06 (thirty seven thousand three hundred and forty pounds and six pence) payable as a contribution towards outdoor sports provision within the vicinity of the Site with priority to be given to provision at Heywood Central Sports Site
Open Space and Outdoor Sports Contribution	means the sum of £33,945.42.(thirty three thousand nine hundred and forty five pounds and forty two pence) to be expended on the design and/or improvement of open space and outdoor sports facilities within the vicinity of the Site with priority to be given to provision at Argyle Street Play Area.
“Plan”	the plan of the Site attached to this Agreement at Schedule 1
“Planning Permission”	the written planning permission for the Demolition of existing structures and the construction of 28 dwellinghouses with associated access, landscaping and parking
“Registered Provider”	means a body which is registered as a social landlord pursuant to the provisions of the Housing Act 1996 or is a registered provider as defined in the Housing and Regeneration Act 2008 or any other body nominated by the Owner and in each case approved by the Council in writing, such approval not to be unreasonably withheld or delayed
“Rent to Buy Units”	means affordable dwellings rented on an assured shorthold tenancy for five years. During this time, rent is paid at 80% of the market value and the other 20% goes towards a

deposit for the occupier to purchase the dwelling at the end of the five-year tenancy.

“Site”

the land in respect of which the Application has been made being land At Sutherland Road (North Of Our Lady And St Paul's RC Primary School) And Land At Junction Of Lennox Walk And Argyle Street, Heywood and shown edged red on the plan attached hereto.

“Social Rent Units”

means a rent based upon guideline target rent regime based on the guidance and formulae set by Homes England on social rents and through the Welfare Reform and Work Act 2016 and the Social Housing Rent (Exceptions and Miscellaneous Provisions) Regulations 2016

“Working Day”

any day from Monday to Friday inclusive which is not a Bank or Public Holiday and “Working Days” shall be construed accordingly

1.1 Interpretation

In this Deed:

- 1.1.1 words importing one gender shall be construed as importing any other gender;
- 1.1.2 words importing the singular shall be construed as importing the plural and vice versa;
- 1.1.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 1.1.4 where any party comprises more than one person the obligations and liabilities of that party under this Deed shall be joint and several obligations and liabilities of those persons;
- 1.1.5 the clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation;
- 1.1.6 any reference to a clause or a paragraph or a Schedule is to one in this Agreement so numbered;
- 1.1.7 any reference to a colour or letter is to one on the Plans;
- 1.1.8 in the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation direction or plan made or issued under the statute or deriving validity from it; and
- 1.1.9 any reference to any party in this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its functions.

2. EFFECT OF THIS DEED

- 2.1 This Deed is made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council against the Owners and all successors in title to the Owners.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site.
- 2.4 This Deed will be registered as a local land charge in respect of the Site by the Council.
- 2.5 This Deed is conditional upon the grant of the Planning Permission and Commencement, save for the provisions of clauses 2.4, 2.5, 2.6, 2.8, 2.9, 3.3, 3.5, 7, 10 and 11 of this Deed, which shall have immediate effect.
- 2.6 If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Deed shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.
- 2.7 The Owner on behalf of themselves and any person(s) deriving title to any part of the Site from the Owner hereafter hereby covenant with the Council so as to bind the Site to fully observe and perform the obligations in this Deed including those obligations set out in Schedules 2 and hereby agree until such time as the Deed comes to an end under clause 2.6 or such time as the obligations contained therein are discharged, the Site shall be permanently subject to obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.
- 2.8 The obligations in this Deed will not be enforceable against: (i) a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker, or (ii) the owners or occupiers of any Dwelling erected on the Site pursuant to the Planning Permission, nor the mortgagees of any such owners.
- 2.9 Unless otherwise expressly stated nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Application, granted after the date of this Deed , whether or not pursuant to an appeal.

3. OBLIGATIONS OF THE PARTIES

- 3.1 The Owner agree with the Council to comply with the obligations set out in Schedule 2, in relation to the Development.

- 3.2 The Council agrees with the Owner to comply with its obligations set out in Schedule 3.
- 3.3 The Council will issue the Planning Permission within 10 Working Days of the date of this Deed.
- 3.4 The Council agrees with the Owners to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of then Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 3.5 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part or parts of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Deed occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the same will constitute an interest for the purposes of this clause 3.5.
- 3.6 No party shall be bound by the obligations in the Deed, or be subject to enforcement action in respect of a breach of such obligations, unless and until it shall have a freehold or leasehold interest in the Site.

4. TERMINATION OF THIS DEED

- 4.1 If the Planning Permission shall expire before Commencement or shall at any time be revoked or for any reason cease to remain extant and capable of implementation this Deed shall forthwith determine and cease to have effect in which case the registration of this Deed on the Register of Local Land Charges and Land Registry will forthwith be cancelled by the Council.
- 4.2 Clause 4.1 will not apply in respect of any minor non-material modifications to the Planning Permission agreed in writing from time to time between the Council and the Owner prior to Commencement.
- 4.3 Where the Deed comes to an end under clause 4.1 any monies paid under this Deed to the Council, with the exception of fees paid under clause 7, or any monies lawfully expended by the Council in accordance with the terms of this Deed prior to the termination of the Deed in accordance with **clause 4.1**, shall be returned to the party that made the payment within one month of the Deed coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment.
- 4.4 If the Owner makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Deed have been discharged and complied with, the Council shall, where it is satisfied that the obligation has been discharged and complied with, within two (2) weeks of receipt of such request place such a note against the entry.

5. COMMUNITY INFRASTRUCTURE LEVY

- 5.1 For the purposes of this clause "CIL" means a tax, tariff or charge introduced by the Council pursuant to regulations enabled by the Planning Act 2008 or any subsequent

proposed legislation to fund the delivery of infrastructure known as the “community infrastructure levy” or known by any other name.

- 5.2 If after the date of this Agreement a CIL is introduced that is applicable to the Development then the parties to this Deed will, should it be reasonably required in the circumstances, use reasonable endeavours to agree variations to this Agreement with the intent that:

5.2.1 the planning benefits secured by this Deed should continue to be secured and delivered; and

5.2.2 the Owner should not be in a position whereby they are in a financially worse position because of CIL in respect of the obligations contained in the Deed than they would be if they performed the obligations in this Deed and no CIL had been introduced.

6. NOTICES

- 6.1 Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

- 6.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing to the others at any time as its address for service.

- 6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

6.3.1 if delivered by hand, at the time of delivery;

6.3.2 if sent by post, on the second working day after posting; or

6.3.3 if sent by recorded delivery, at the time delivery was signed for.

- 6.4 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

- 6.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

7. COSTS OF THIS DEED

Upon completion of this Deed the Owner shall pay to the Council its reasonable and proper legal costs incurred in connection with the preparation, negotiation and completion of this Deed of £2,500.00 (Two Thousand five Hundred Pounds) and any reasonable disbursements.

8. MORTGAGEE

Any mortgagee from time to time with an interest in the Site shall otherwise have no liability under this Deed unless it or anyone under its authority takes possession of the Site in which case it shall be bound by the obligations as if it was a person or persons deriving title from the Owner (subject always to clause 2.8 of this Deed).

9. CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and Registered Office (if a Company or usual address if not) together with the area of the site or unit of occupation purchased by reference to a plan PROVIDED THAT the Owner will not be obliged under this Clause to give written notice to the Council of any disposals of one or more individual Dwellings.

10. SECTION 73 VARIATION

In the event that any new planning applications are made in respect of the Development pursuant to section 73 of the Act then with effect from the date that the new planning permission is granted pursuant to section 73 of the Act;

- 10.1 the obligations in this Deed shall in addition to binding the Site in respect of the Planning Permission relate to and bind the Site in respect of any subsequent planning permission granted pursuant to section 73 of the Act; and
- 10.2 the definitions of Development Planning Application and Planning Permission shall be assumed to include references to any applications under section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any applications under section 73 of the Act and the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification pursuant to section 106A of the Act.

11. VAT

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

12. DETERMINATION OF DISPUTES

- 12.1 In the event of any dispute or difference between the parties to this Deed in respect of any matter contained in this Deed (other than a dispute or difference relating to a matter of law or concerning the meaning or construction of this Deed) such dispute or difference may be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by or on behalf of the President for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.2 In the absence of agreement as to the appointment or suitability of the of the person appointed pursuant to clause 11.1 above, as to the appropriateness of the professional body the such question may be referred by any party to the President for the time being of the Law Society for him to appoint a solicitor to determine the

dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

12.3 Any expert however so appointed shall act as an independent expert and:

12.3.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party or parties;

12.3.2 each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party or parties;

12.3.3 the appointed expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

12.3.4 the appointed expert is not to take oral representations from the parties without giving all relevant parties the opportunity to be present and to give evidence and to cross-examine each other;

12.3.5 the appointed expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

12.3.6 will use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.

12.4 Responsibility for the costs of referring a dispute to an expert under this clause, including costs connected with his appointment and his own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the appointed expert.

12.5 Nothing in this clause shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

13. JURISDICTION

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

13.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed.

14. THIRD PARTIES

It is not intended that any persons(s) who (but for the provisions of the Contract (Rights of Third Parties) Act 1999) would not acquire any interest hereunder should do so by virtue of such Act.

15. WAIVER

No waiver (whether express or implied) by the Council of any breach or default in the performance or observance of any of the covenants terms or conditions of this Deed

shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant covenants terms or conditions or from acting upon any subsequent breach or default.

16. LATE PAYMENT AND INEXATION

16.1. If any payment due under any of the provisions of this Deed is not made on or before the due date the party from whom it was due shall at the same time as making the payment to the other party pay interest at 3% above the base lending rate of Barclays Bank Plc as at the due date for the period starting with the due date and ending with the date on which payment of the sum on which interest is payable is received by the Council.

16.2 All financial contributions payable to the Council shall be paid Index Linked

16.3. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

17. DELIVERY

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

18. EXECUTION

The parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE 1

The Site Plan

Land At Sutherland Road (North Of Our Lady And St Paul's RC Primary School) And Land At Junction Of Lennox Walk And Argyle Street, Heywood

SCHEDULE 2 (PART 1)

Owner Financial Obligations

1. The Owner hereby covenant as follows:

Part 1 Cycling and Walking Facilities Contribution

1.1 To pay to the Council the Cycling and Walking Facilities Contribution index linked prior to the Occupation of any of the Dwellings on the Site and not to cause or permit the Occupation of any of the Dwellings until the above Cycling and Walking Facilities Contribution has been paid to the Council

Part 2 Education Contribution

2 To pay to the Council the Secondary Education Contribution index linked in the following phased instalments:

2.1 fifty percent Prior to Commencement of the Development; and the remaining fifty percent prior to Occupation of fifty percent of the Dwellings on the Site.

2.2 Not to cause or permit the Commencement of Development or the Occupation of fifty percent of the Dwellings specified above until the associated instalment of the Education Contribution has been paid to the Council

Part 3 Offsite Outdoor Sports Provision Contribution

3 To pay to the Council the Offsite Outdoor Sports Provision Contribution index linked in the following phased instalments:

3.1 Fifty percent Prior to Occupation of any of the Dwellings on the Site; and the remaining fifty percent prior to Occupation of fifty percent of the Dwellings on the site.

3.2 Not to cause or permit the Occupation of the Dwellings specified above until the associated instalment of the Offsite Outdoor Sports Provision Contribution has been paid to the Council.

Part 4 Open Space and Outdoor Sports Contribution

4. To pay to the Council the Open Space and Outdoor Sports Contribution index linked in the following phased instalments:

4.1 Fifty percent Prior to Occupation of any of the Dwellings on the Site; and the remaining fifty percent prior to Occupation of fifty percent of the Dwellings on the Site.

4.2 Not to cause or permit the Occupation of the Dwellings specified above until the associated instalment of the Open Space and Outdoor Sports Contribution has been paid to the Council

Part 5 Notice of Anticipated Date of Commencement and First Occupation

- 5 To provide the Council with at least two weeks' written notice of both the anticipated date of Commencement and of the Anticipated Date of First Occupation.

SCHEDULE 2 (PART 2)

Affordable Housing

The Owner covenants with the Council as follows:

- 1.1. The Affordable Housing Units shall be owned and managed by a Registerer Provider and subject to paragraph 1.3 below, the Owner covenants with the Council to use the Dwellings as Affordable Housing Units with 19 Dwellings to be used as Social Rent Units and 8 Dwellings to be used as Rent to Buy Units.
- 1.2. Nothing in this Deed shall prevent the Owner (and the Registered Provider if not the Owner) from altering the tenure (including by not limited to a Rent to Buy Unit Rent to Shared Ownership in the event an occupier of such Rent to Buy Unit opts to purchase the Rent to Buy Unit via Shared Ownership).
- 1.3. This Deed shall not be binding or enforceable against:
 - a) a mortgagee or charge (or any receiver, including an administrative receiver) or manager appointed by such mortgagee or charge or any person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "**Receiver**") of the whole or any part of the Affordable Housing Units (the "**Mortgagee**") whether or not the Mortgagee has gone into possession of a property;
 - b) a tenant who has exercised a statutory right to acquire or right to buy by way of a purchase grant or like scheme or any mortgagee or chargee of such tenant or any receiver appointed by such mortgagee or chargee (including administrative receivers);
 - c) an occupier who has purchased 100% of the equity of a Shared Ownership unit following the exercise of staircasing rights or any mortgagee or chargee of such occupier or any receiver appointed by such mortgagee or chargee (including administrative receivers);
 - d) an occupier who has acquired the freehold of a rent to buy Unit or any mortgagee or chargee of such occupier or any receiver appointed by such mortgagee or chargee (including administrative receivers);
 - e) any successors in title to the above at a), b), c) or d).

SCHEDULE 3

Council Covenants

The Council covenants to:

1. use the Contributions for the purposes specified in the definitions of each such contribution and for no other purpose.
2. refund the Owners the Contributions or any parts thereof which, after a period of ten years from the date of receipt by the Council, remain unused or unallocated, together with accrued interest for the period from the date of payment to the date of refund.

SCHEDULE 4

Draft Planning Permission

In **WITNESS WHEREOF** the parties have duly executed this Deed the day and year first before written

EXECUTED AS A DEED by affixing
the Common Seal of **THE ROCHDALE
BOROUGH COUNCIL** in the presence of:



41077

Authorised Signatory

Name: *C. Dickson*

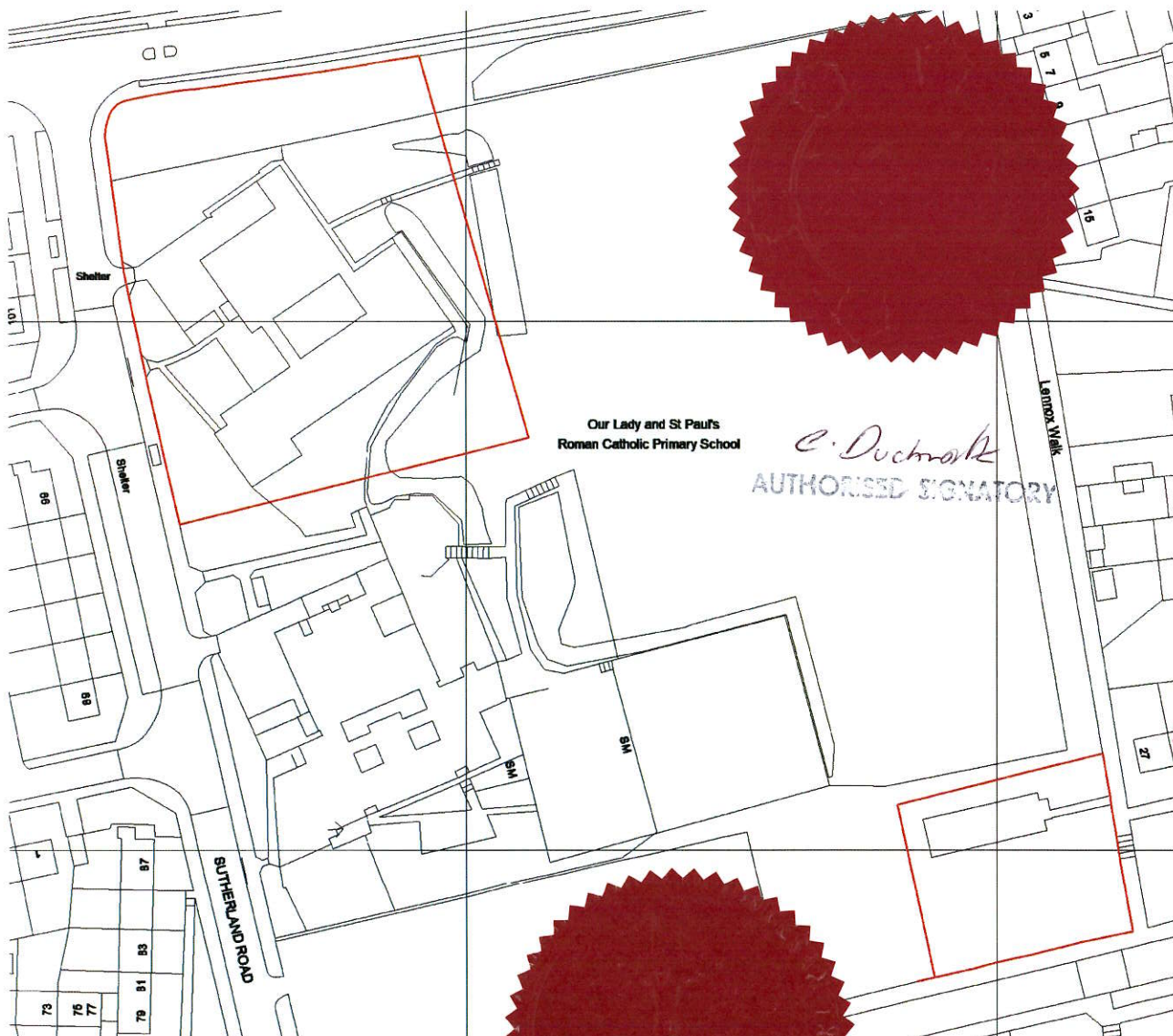
THE Common Seal of Salford Roman
Catholic Diocesan Trustees Registered
Was hereto affixed in the presence of ;

Christopher P. P. Dawson
Trustee

Michael J. A. Coice
~~Secretary~~ Trustee



5101

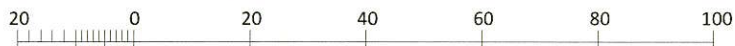


00 Location Plan

1 : 1250



— Site Edged Red



Rev	Date	Int	Description
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CLIENT:	JOB NO:	SCALE@
Built Developments Ltd	4299	1 : 1250
PROJECT:		
Bury Old Road, Heywood		

DESCRIPTION:	DRAWN BY:	CHECKED	DATE:	STATUS	DRAWING NO:	Rev:
Location Plan	ED	MA	28.06.24	S2	100	

PURPOSE OF ISSUE:	FILE IDENTIFIER:
Planning	BR-BTP-00-LP-DR-A-4299_100

DO NOT SCALE FROM THIS DRAWING
ALL DIMENSIONS MUST BE CHECKED ON SITE BY
CONTRACTOR PRIOR TO CONSTRUCTION

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