

Dated 19 DECEMBER 2025

ROCHDALE BOROUGH COUNCIL (1)

AND

BLOOR HOMES LIMITED (2)

Deed of Agreement under Section 106 of the
Town and Country Planning Act 1990

Land to the west of Hollingworth Road and
Land off Rakewood Road, Littleborough

Application Ref: 24/00581/HYBR

CONTENTS

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATION	1
2	STATUTORY BASIS	7
3	CONDITIONS PRECEDENT	7
4	COVENANTS & DECLARATIONS	7
5	EXCLUSIONS & RELEASE	7
6	REGISTRATION	8
7	NON-FETTER & WAIVER	8
8	VAT	8
9	SEVERABILITY	8
10	CHANGE OF OWNERSHIP	8
11	DISPUTES	9
12	FUTURE PERMISSIONS	10
13	DUTY TO ACT REASONABLY	10
14	INDEXATION	10
15	INTEREST ON LATE PAYMENTS	11
16	THIRD PARTY RIGHTS	11
17	NOTICES	11
18	COSTS	11
19	JURISDICTION	11
	SCHEDULE 1	12
	PLANS	12
	SCHEDULE 2	13
	DRAFT PLANNING PERMISSION	13
	SCHEDULE 3	14
	PUBLIC OPEN SPACE	14
	SCHEDULE 4	16
	FINANCIAL CONTRIBUTIONS	16
	SCHEDULE 5	17
	AFFORDABLE HOUSING	17
	THE ANNEX	20
	AFFORDABLE HOUSING TENURE MIX	20
	SCHEDULE 6	21
	PRIMARY SCHOOL SITE	21
	SCHEDULE 7	22
	CAR PARK LAND	22
	SCHEDULE 8	23
	COUNCIL'S COVENANTS (GENERAL)	23
	SCHEDULE 9	24
	STANDARD TERMS OF TRANSFER	24

THIS DEED is made

19 DECEMBER

2025

BETWEEN

- (1) **ROCHDALE BOROUGH COUNCIL** of Number One Riverside, Smith Street, Rochdale OL16 1XU ("**Council**");
- (2) **BLOOR HOMES LIMITED** (Co. Regn No. 02162561) of Ashby Road, Measham, Swadlincote, DE12 7JP ("**Owner**").

BACKGROUND

- (A) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations in this Deed are enforceable.
- (B) The Owner is the registered freehold proprietor of the Site which are registered at HM Land Registry under Title Number MAN449814 and also has the benefit of a registered charge over the Second Owner's land pursuant to an option to purchase dated 5 November 2018.
- (C) The Application has been submitted to the Council seeking planning permission for the Development.
- (D) The Council resolved on 27 November 2025 to grant the Planning Permission subject to the prior completion of this Deed.
- (E) The parties by entering into this Deed do so to create planning obligations in respect of the Site pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following expressions have the following meanings:

1990 Act the Town and Country Planning Act 1990;

Affordable Dwellings fifteen per cent (15%) of the total number of Dwellings to be delivered as part of the Development which shall be constructed as Affordable Dwellings on the Development, and which shall comprise:

- (a) 75% Affordable Rented Dwellings;
- (b) 25% Shared Ownership Dwellings;
- (c) Or such other tenure/provision as shall otherwise be approved in writing by the Borough Council;

The dwellings shall be provided in accordance with the tenure mix table annexed hereto at Schedule 5 (unless other agreed in writing with the Council);

Affordable Housing affordable housing as defined in Annex 2 of the National Planning Policy Framework February 2025 (or as redefined by any amendment, replacement or re-enactment thereof);

Affordable Housing Contribution	means if necessary, a financial contribution to be calculated and submitted for approval to the Council to cover any shortfall in the provision of the full policy on-site requirement of Affordable Housing in compliance with Policy C4 of the Rochdale Borough Council adopted Core Strategy and the Affordable Housing SPD to be utilised by the Council in-lieu for the provision of off-site Affordable Housing by the Council within its administrative borough;
Affordable Housing Plan	means the plan attached to this Agreement which shows: (a) the location of the Affordable Dwellings; (b) the tenure of the Affordable Dwellings;
Affordable Housing SPD	means the Affordable Housing Supplementary Planning Document adopted by the Council in March 2008;
Affordable Rent Dwellings	dwellings let by a Registered Provider at rent of not more than eighty per cent (80%) of local market rent;
Application	the application for planning permission for the Development which was validated by the Council on 19 July 2024 under reference number 24/00581/HYBR;
Car Park Contribution	means the sum of One Million and Fifty Four Thousand Nine Hundred and Forty Nine Pounds (£1,054,949.00) payable by the Owner to the Council for the delivery of the car park on the Car Park Land or for use to improve existing car parking in the vicinity of the Site;
Car Park Land	the land to be reserved for the provision of a car park shown shaded pink on Plan 1 to be delivered in accordance with Schedule 7 of this Deed;
Commencement of Development	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT for the purposes of this Deed the term 'material operation' shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and Commence Development shall be construed accordingly;
Committed	means monies shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable in law or otherwise) the performance or fulfilment of which will require the Council to expend funds in the future and such monies are so expended no later than 12 (twelve) months beyond the specified repayment date;

Contribution	any one of the financial contributions required (or which may be required) to be paid by the Owner to the Council pursuant to a Schedule to this Deed;
Default Interest Rate	4% per annum above the base rate from time to time of the Bank of England;
Development	the development of the Site comprising the erection of residential development of 309 dwellings (Use Class C3) with associated access, landscaping including works at land off Hollingworth Road, alongside reconfiguration of and extension to the existing car park and associated works off Rakewood Road. Outline planning permission with access (all other matters reserved) for the erection of primary school;
Dwelling	a residential unit that may be built on the Site as part of the Development;
Discounted Purchase Price	means not more than 80% (eighty percent) of the Open Market Value;
Expert	a person of at least 10 years post qualification continual and continuing experience in the subject matter of the dispute;
Highway Contribution	means the sum of Nine Hundred and Twenty Seven Thousand Pounds (£927,000.00) payable towards off site highways works to include MOVA signal improvements, bus stop improvement works, works to the A58 relief road and or any other reasonable alternative works required in order to mitigate the impacts of the Development.;
Index	the BCIS All-In Tender Price Index;
Index Linked	increased in accordance with the following formula: Amount payable = the figure specified in this Deed x (A/B) where: A = the figure for the Index that applied immediately preceding the date the payment is due; and B = the figure for the Index that applied when that index was last published prior to the date of this Deed (or prior to the date of calculation where this Deed provides for a figure to be calculated at a later point in time);
Management Company	a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owner for the purposes carrying out future management and maintenance of the Public Open Space and/or the SuDS and: (a) which is incorporated in England and Wales; (b) which has its registered office in England or Wales; and

- (c) whose primary objects permit it to maintain and renew the Public Open Space and/or the SuDS,

for the avoidance of doubt it is agreed that there may be more than one management company across the Site as a whole and/or different management companies responsible for the SuDS and the Public Open Space;

Monitoring Fees

means the sum of £4,000.00 (Four Thousand Pounds) to meet the Councils administrative costs of monitoring compliance with the obligations of this agreement;

Nominal Transfer Price

means the sum of one pound (£1);

Occupy

means to occupy for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development;

Off Site Sports Contribution

means the sum of Four Hundred and Ninety Two Thousand One Hundred and Thirteen Pounds and Forty Three Pence (£492,113.43) payable by the Owner to the Council for the purpose of providing improvements to sports provision at the adjacent lake and at Your Trust Littleborough Sports Centre or any other reasonable alternative provision required in order to mitigate the impacts of the Development;

Open Market Dwellings

means the Dwellings to be developed under the Planning Permission excluding the Affordable Dwellings;

Open Market Value

the price that might reasonably be expected to be achieved at which the sale of an interest in an Affordable Dwelling would have been completed unconditionally if it were a Market Dwelling assuming:

- (a) a willing seller and buyer;
- (b) the property was freely exposed to the market and there had been a reasonable period within which to negotiate the sale (having regard to the nature of the property and the state of the market) and that values remained static throughout the period;
- (c) that no account is to be taken of any bid a prospective purchaser with a special interest;
- (d) that both parties to the transaction had acted, knowledgeably, prudently and without compulsion;

Plan 1

the plan titled "Red Edge Plan" attached to this Deed at Schedule 1 with drawing reference NW111-LE-1125;

Planning Obligations

the obligations, conditions and stipulations set out in Schedules 3 – 7 (inclusive) of this Deed;

Planning Permission

a planning permission granted by the Council pursuant to the Application substantively in the form annexed at Schedule 2;

Primary School	means the primary school to be provided on the Primary School Site;
Primary School Site	means the land to be reserved for the provision of the Primary School as shown shaded Orange on Plan 1 to be delivered in accordance with Schedule 6 of this Deed;
Public Open Space	on-site public open space and play equipment to be provided as part of the Development as shown on the Public Open Space Plan attached to this Deed;
Public Open Space Plan	means the area of Public Open Space to be laid out and delivered in accordance with Schedule 3;
Public Open Space Management Plan	means the plan for the long-term management and maintenance of the Public Open Space, to be submitted to the Council for approval in accordance with paragraph 1.2 of Schedule 3 and which shall include: (a) the proposals for the future management and ownership of the Public Open Space which for the avoidance of doubt may provide for the Owner to transfer of the Public Open Space to a Management Company for the purposes of its future management and in the event that such a transfer to a Management Company is proposed the Public Open Space Scheme shall include: (i) details of the Management Company (including contact details of the company) to whom the Public Open Space will be transferred upon its completion; and (ii) the schedule and program of maintenance works to be undertaken in relation to the Public Open Space; (iii) any arrangements for ensuring that individual householders have a say or influence over the activities of the Management Company and whether this is to be achieved via the householders being given membership of the Management Company or the Management Company being set up as a community interest company; (iv) the arrangements for ensuring that individual householders are given detailed breakdowns of the costs properly incurred and showing how the total cost is translated into their individual liability; (v) any restrictions on year on year increases in any service charge and whether such restriction is to be fixed to a relevant cost index;
Registered Provider	means a provider of social housing approved by the Council within the meaning of the Housing and Regeneration Act

2008 (or as redefined by any amendment replacement or re-enactment of such Act);

Reserve	to reserve an area of the Development Site for the Primary School Site and upon which no permanent Development (which for the purposes of this definition shall exclude temporary uses required to facilitate construction activities or other temporary meanwhile uses) shall take place except in strict accordance with the terms of this Deed and Reserved shall be construed accordingly;
Secondary Education Contribution	means the Five Hundred and Eighty Four Thousand Five Hundred and Eighty Three Pounds and Fifty Pence (£584,583.50) to be paid by the Owner to the Council towards educational provision at the Wardle Academy or such other secondary school provision required in order to mitigate the impacts of the Development;
Shared Ownership Dwelling	dwelling purchased on a shared equity basis whereby not more than 75% and not less than 10% of the equity is initially sold to the purchaser with the flexibility to increase their degree of Ownership to 100% if they so wish;
Site	the land against which the obligations contained in this Deed may be enforced and which is shown edged red on Plan 1;
Standard terms of Transfer	means the terms set out in Schedule 9 hereto;
Statutory Undertaker	any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking;
Tree Pit Maintenance Contribution	means the sum of £1,145.75 per tree pit to be offered for adoption;
Working Day	any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.

- 1.2 Reference in this Deed to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.3 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules in this Deed.
- 1.4 Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.5 Any words denoting natural person shall include legal persons and vice versa.
- 1.6 The expression "the Owner" shall include its respective successors in title and assigns.
- 1.7 The expression "the Council" shall include any successor authority to its statutory functions under the 1990 Act.

- 1.8 Where a covenant, restriction or requirement is expressed to be given by more than one party, or where a party is comprised of more than one person, liability for such covenant, restriction or requirement shall be joint and several.
- 1.9 Clause headings and the contents list shall not affect the construction of this Deed.
- 1.10 Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression and shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.12 Where any details, scheme, strategy or plan is required to be submitted for approval under this Deed and such approval is obtained, unless expressly stated otherwise nothing in this Deed shall prevent such details, scheme, strategy or plan from being resubmitted or amended by agreement between the Owner and the Council.

2 STATUTORY BASIS

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act and binds the Site and as such is enforceable pursuant to section 106(3) of the 1990 Act against the Owner and any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Owner as if that person had been an original covenanting party to this Deed.
- 2.2 This Deed is enforceable by the Council as the local planning authority for the purposes of the 1990 Act.
- 2.3 To the extent that the covenants, restrictions and requirements in this Deed are not made under section 106 of the 1990 Act they are made under section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.

3 CONDITIONS PRECEDENT

- 3.1 This Deed is conditional upon the grant of the Planning Permission.
- 3.2 Clause 4 below is further conditional upon the Commencement of Development.

4 COVENANTS & DECLARATIONS

- 4.1 The Owner covenant with the Council to comply with the Planning Obligations.
- 4.2 The Council covenants with the Owner to comply with the provisions of Schedule 7.

5 EXCLUSIONS & RELEASE

- 5.1 No party shall be bound by the terms of this Deed or be liable for a breach of any Planning Obligation:
 - (a) after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach prior to parting with such interest);
 - (b) if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking; or
 - (c) if that party is an owner or occupier of an individual Dwelling.

5.2 If the Planning Permission expires before the Commencement of Development or is at any time modified (without the consent of the Owner), quashed or revoked this Deed shall determine and cease to have effect.

5.3 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of the Site (or any receiver appointed by such chargee or mortgagee) unless and until such chargee, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it will also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party.

6 **REGISTRATION**

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

6.2 Following either:

(a) the performance and satisfaction of all the Planning Obligations contained in this Deed; or

(b) the determination of this Deed in accordance with clause 5.2,

the Council shall as soon as reasonably practicable upon the written request of the Owner effect the cancellation of all entries made in the Register of Local Site Charges in respect of this Deed.

7 **NON-FETTER & WAIVER**

7.1 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.

7.2 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing 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 terms or conditions or from acting upon any subsequent breach or default.

7.3 Nothing in this Deed 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 before or after the date of this Deed.

8 **VAT**

All payments given in accordance with this Deed shall be exclusive of any value added tax properly payable.

9 **SEVERABILITY**

If any provision in this Deed shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Deed and shall not affect the validity or enforceability of the remaining provisions of this Deed.

10 **CHANGE OF OWNERSHIP**

The Owner agrees with the Council to give written notice to the Council within 20 Working Days 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 purchased by reference to a plan PROVIDED THAT this obligation shall not apply to a sale or

disposal of an individual Dwelling or to the disposal of part of the Site to a Statutory Undertaker for the purposes of its undertaking.

11 DISPUTES

- 11.1 Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 11.2 Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one party to the other(s) and which has not been resolved within 20 Working Days (or such other period as may be agreed or specified in this agreement) of the date of receipt by the other party(s) of such written notice may be referred at the instance of any party for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.
- 11.3 The following provisions and terms of appointment shall apply to such disputes or disagreements:
- (a) the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in clause 11.2 above, shall be appointed or identified by the following persons:
 - (i) in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;
 - (ii) in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or
 - (iii) in the case of any other dispute the President of the Bar Council;
 - (b) the Expert shall act as an expert and not as an arbitrator
 - (c) the Expert shall be required to give notice of their appointment to each of the parties (Expert's Notice) and thereafter:
 - (i) the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;
 - (ii) the other parties shall have 20 Working Days from the receipt of such written submission (or such extended period as the Expert shall allow) to respond;
 - (iii) the Expert shall disregard any representations made out of this time; and
 - (iv) the Expert may request further information or documentation and the parties shall comply with any requests by the Expert for further information or documentation within a reasonable time;
 - (v) to the extent not provided for by this clause the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination;
 - (d) the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;

- (e) the Expert's decision shall be in writing and shall give reasons for the decision; and
- (f) each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.

11.4 The decision of the Expert shall be binding on the parties.

- (a) If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
- (b) either party may apply to the relevant body as per clause 11.3(a) to discharge the Expert and appoint a replacement Expert with the required expertise; and
- (c) Clause 11.3 shall apply to the new Expert as if they were the first Expert appointed

12 FUTURE PERMISSIONS

12.1 In the event that an application is made pursuant to Section 73 or Section 73B of the 1990 Act for an amendment to the Planning Permission and a planning permission is granted in respect of that application then:

- (a) references to "Planning Permission" in this Deed shall thereafter be deemed to include both the Planning Permission and the new planning permission granted pursuant to Section 73 or Section 73B of the Act; and
- (b) this Deed shall apply to and remain in full force in respect of both the Planning Permission and that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act unless required to do so by the Council,

in each case PROVIDED THAT:
- (c) nothing in this clause 12 shall fetter the discretion of the Council in determining any application(s) under Section 73 or Section 73B of the 1990 Act or in requiring new or varied planning obligations whether by way of a new or supplemental deed pursuant to Section 106 and/or Section 106A of the 1990 Act; and
- (d) to the extent that any of the Planning Obligations have been discharged in respect of the original Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission granted under Section 73 or Section 73B of the 1990 Act.

13 DUTY TO ACT REASONABLY

13.1 All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any agreement, consent, approval or expression of satisfaction is due by one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.

13.2 The Council covenants that where any details, scheme, strategy or plan is submitted for its approval under this Deed it shall act reasonably and not unreasonably withhold or delay its approval.

14 INDEXATION

14.1 All Contributions payable to the Council shall be Index Linked.

- 14.2 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 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.

15 INTEREST ON LATE PAYMENTS

Any amount due from the Owner to the Council under the terms of this Deed which is not paid on or prior to the date due shall accrue interest at the Default Interest Rate accruing from the date such payment was due to the date of actual payment.

16 THIRD PARTY RIGHTS

No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 PROVIDED THAT this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law including successors in title to the Site.

17 NOTICES

- 17.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

- 17.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

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

18 COSTS

- 18.1 The Council acknowledges that the Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed.
- 18.2 The Owner will pay to the Council the Monitoring Fee on or prior to the Commencement of Development to be used by the Council towards the costs of monitoring compliance with the terms of this Deed.

19 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

THE PARTIES HEREBY WITNESS that this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

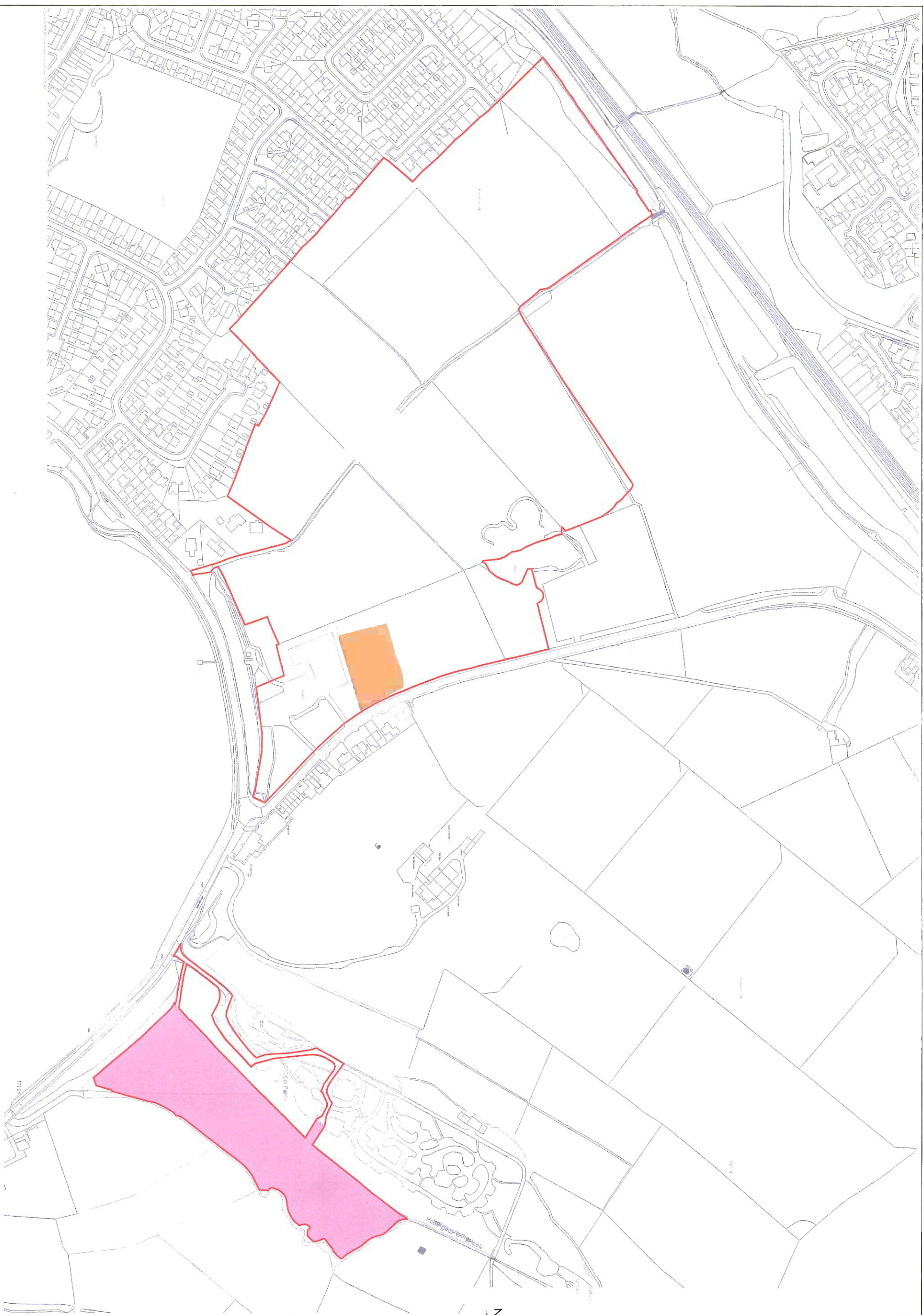
SCHEDULE 1

PLANS

THIS PLAN IS THE PROPERTY OF BLOOR HOMES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BLOOR HOMES, INC.



Hollingsworth



LITTLEBOROUGH
Hollingsworth Road
Section 106 -
Location Plan
DATE: 14.11.2023
SCALE: 1:1250 @ A0
DRAWN: AF
CHECKED: RTO



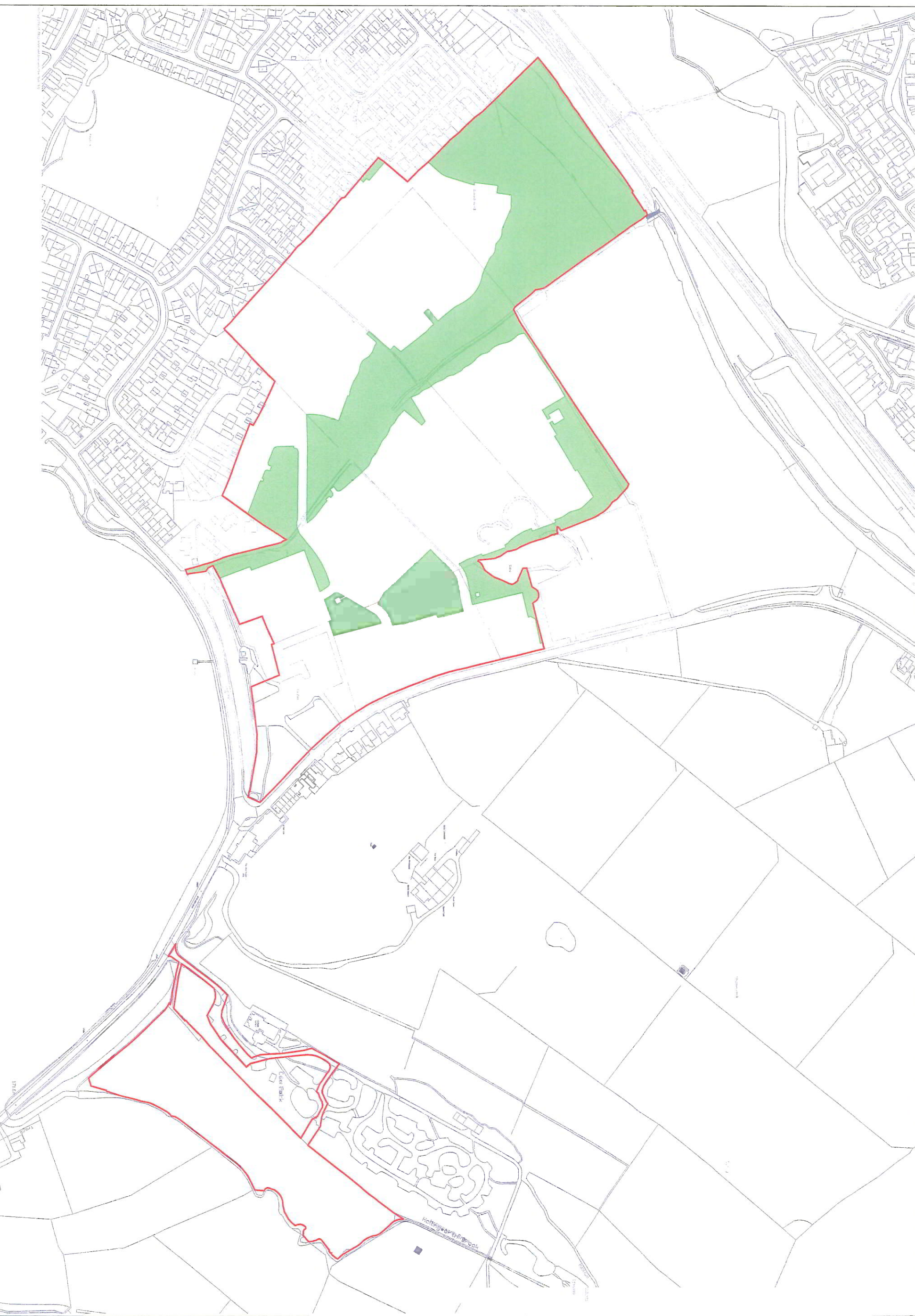
Hollingsworth Rd, Littleborough



THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE PROPERTY OF BLOOR HOMES LTD. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY UNAUTHORIZED USE OF THIS PLAN IS STRICTLY PROHIBITED.

Home Sale
Home Sale
Home Call
Home Call

Shurath



LITTLEBOROUGH
Hollingworth Road
Section 106 -
POS Plan
DATE: 17/12/2025
SCALE: 1:1250 @ A0
DRAWN: AE
CHECKED: RTD

Hollingworth Rd, Littleborough



SCHEDULE 2
DRAFT PLANNING PERMISSION



ROCHDALE
BOROUGH COUNCIL

DRAFT DECISION

Town and Country Planning Act 1990 (as amended)

PLANNING PERMISSION GRANTED

APPLICATION REFERENCE: 24/00581/HYBR

Name and address for correspondence:	Applicant name:
Bal Tiwana Thompson Rapleys LLP York House York Street Manchester M2 3BB	Bloor Homes (North West) Ltd c/o agent

Part I - Particulars of Application

Date of Application: 19 July 2024

Proposal:	Hybrid planning application (EIA development) seeking: Full Planning permission for the erection of residential development of 309 dwellings (Use Class C3) with associated access, landscaping including works at land off Hollingworth Road, alongside reconfiguration of and extension to the existing car park and associated works off Rakewood Road. Outline planning permission with access (all other matters reserved) for the erection of primary school
Location:	Land To The West Of Hollingworth Road And Land Off Rakewood Road, Littleborough,

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 can 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

The Rochdale Metropolitan Borough Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 (as amended) that planning permission has been **Granted subject to conditions** for the carrying out of the development referred to in Part I above.

The Council hereby permits the above development in accordance with the details given on the application form and subject to the following condition(s):

Schedule 1: Conditions Relating Solely to the Full Application (1-57)

RESIDENTIAL ELEMENT

General

1. The development hereby permitted shall begin no later than three years from the date of this decision.
Reason: For the avoidance of doubt and to ensure that any conditions imposed on the original permission remain in force other than as expressly hereby varied and development must be started in accordance with Section 73(5) of the Town & Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.
2. The development hereby approved shall be carried out in accordance with the following drawings and documents hereby approved unless otherwise required by the conditions below:

Hollingworth Road plot

NW111-PD-1002 C - Location Plan
NW111-PD-1001M (1:500) – Site Layout
NW111-PD-1001M (1:1000) – Site Layout
NW111-PD-901A – Character Area Plan (version received 15.10.2025)
House Type Pack – Hill View Primary (version received 09.10.2025)
House Pack Type – Hill View Secondary (version received 09.10.2025)
House Pack Type – Hollingworth Gateway (version received 09.10.2025)
House Pack Type – Lakeside (version received 09.10.2025)
NW111-LS-001g – Landscape Concept
NW111-LS-002g – Site Landscaping
NW111-LS-003i – Site Landscaping
NW111-LS-004e – Site Landscaping
NW111-LS-005g – Site Landscaping
NW111-LS-006i – Site Landscaping
NW111-LS-007i – Site Landscaping
NW111-LS-008f – Site Landscaping
NW111-LS-009j – Site Landscaping Specification and Schedule
NW111-LS-010b - Site Landscaping Site Cross Sections A-A, B-B, C-C
NW111-LS-011b - Site Landscaping Site Cross Sections D-D, E-E, F-F, G-G
NW111-PD-1004 L – Fencing Layout
NW111-PD-1011 H - Vehicle Charging Layout
NW111-PD-1012 G - Shed and Bin Layout
NW111-PD-1014 K - Hard Surfacing
NW111-PD-1018 F - Build Route
NW111-PD-1180 C - External Works Layout

NW111-PD-1007 Q – Materials Layout
NW111-PD-1540 - PROW Diversion Plan

Rakewood Road plot:

35025-RG-LD-01_1 Rev.P3 - General Arrangement Sheet 1 (Proposed Site Plan)
35025-RG-LD-01_2 Rev.P3 - General Arrangement Sheet 2 (Proposed Site Plan)
35025-RG-LD-01_3 Rev.P3 - General Arrangement Sheet 3 (Proposed Site Plan)
35025-RG-LD-03 Rev.P3 - Illustrative Masterplan
35025-RG-LD-02 Rev. A - Illustrative Sections
35025-RG-LD-04 Rev. A - Typical Details
BLH41-RWD-BET-ZZ-XX-DR-C-1001- P03 - Preliminary Drainage Layout
BLH41-RWD-BET-ZZ-XX-DR-C-1002- P01 - Access Road Longitudinal Section (Ramp Section)

- Environmental Statement (Stantec)
- Landscape and Visual Impact Assessments (Stantec)
- Flood Risk Assessment and Drainage Management Strategies (Betts Hydro)
- Phase 1 Ground Conditions Assessment and Geo-Environmental Desk Study (Betts Geo)
- Coal Mining Risk Assessments (Stantec)
- Arboricultural Impact Assessments (Tyler Grange)
- Framework Travel Plan (Curtins)
- Crime Impact Assessment (Greater Manchester Police)
- Health Impact Assessment (Stantec)
- Landscape and Biodiversity Management Plan (Stantec)
- Shadow Habitat Regulations Assessment Rev A (Tyler Grange)
- Outline Construction Environmental Management Plan (RSK) - 3020007 CTR032 (02) (version received 06.02.2025)
- Lighting Assessment (Stantec)
- Energy Strategy Statement (Briary)

Reason: for the avoidance of doubt and to ensure a satisfactory development in accordance with the policies within the adopted Rochdale Core Strategy, the saved Rochdale Unitary Development Plan, the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Design

3. Prior to commencement of the following elements within the Hollingworth Road plot of the approved development, design details of each element shall be submitted to and approved in writing by the Local Planning Authority:

- Vehicular access onto Hollingworth Road
- Pedestrian thresholds to neighbouring streets
- Raised pedestrian tables and surrounding areas
- Play spaces (LAP, NEAP, kick-about area) design and features
- Substation design
- Pumping station design

The development shall be undertaken in accordance with the approved details.
Reason: In the interest of ensuring a satisfactory visual appearance in accordance with Policies P1, P3 and DM1 of the adopted Rochdale Core Strategy, Policies JPA-20, JP-G6, JP-P1, JP-C5 and JP-C6, of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

4. Prior to first occupation of any dwellings within the Hollingworth Road plot of the approved development, full design details of the proposed network of footpaths through the development shall be submitted to and approved in writing by the Local Planning Authority. These details shall include, at a minimum:
 - Finalised footpath layout and design details (including construction details, construction and surface materials, any drainage arrangements).
 - Designs of thresholds to footpaths, streets and roads etc outside the application site, including the footbridge over the Rochdale Canal at the north of the site.
 - Designs of any steps, including construction details, materials, handrails and other associated elements
 - Design of any railings, fences, walls and gates
 - Details of levels, gradients, any associated retaining structures
 - Any seating and play equipment
 - Arrangements for direct access from proposed dwellings placed near to the footpath network

The approved details shall be implemented in full no later than three months following material completion of the final dwelling in the approved scheme.
Reason: In the interest of ensuring a satisfactory visual appearance and delivering high-quality and accessible public open space in accordance with Policies P1, P3 and DM1 of the adopted Rochdale Core Strategy, Policies JPA-20, JP-G6, JP-P1, JP-C5 and JP-C6, of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

5. Prior to the installation of any doors or windows to be used in the residential element of the development hereby approved, full technical drawings of all windows and doors designs including reveals shall be submitted to and approved in writing by the Local Planning Authority. The development shall be undertaken in accordance with the approved details.
Reason: In the interest of ensuring a satisfactory visual appearance in accordance with Policies P1, P3 and DM1 of the adopted Rochdale Core Strategy, Policies JPA-20, JP-G6, JP-P1, JP-C5 and JP-C6, of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.
6. Notwithstanding any materials details on the approved elevations or the approved Materials Plan, prior to the installation of any external facing materials to any dwellings in the development hereby approved, sample panels of any such facing materials (demonstrating coursing, corner and junction details), all roof coverings and porch materials, and all hard surfacing materials, shall be submitted to (or made available for inspection on-site) and approved in writing by the Local Planning Authority. The development shall be undertaken in accordance with the approved materials.

Reason: In the interest of ensuring a satisfactory visual appearance in accordance with Policies P1, P3 and DM1 of the adopted Rochdale Core Strategy, Policies JPA-20, JP-G6, JP-P1, JP-C5 and JP-C6, of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

7. Prior to the commencement of any above-ground works in the Hollingworth Road plot of the approved development, full details of all landscape features, including banks, terraces and other earthworks, all drainage swales and ponds, and any similar landscaping elements, to include levels plans and section drawings as appropriate, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be undertaken in accordance with the approved details.

Reason: In the interest of ensuring a satisfactory visual appearance in accordance with Policies P1, P3 and DM1 of the adopted Rochdale Core Strategy, Policies JPA-20, JP-G6, JP-P1, JP-C5 and JP-C6, of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

8. The landscaping scheme within the Hollingworth Road plot shall be carried out in accordance with the approved scheme for timing / phasing of implementation or within the next planting season following final occupation of the development hereby permitted, whichever is the sooner.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and in accordance with Core Strategy Policies G6 and G7, Policies JP-G6 and JP-G7 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

9. Prior to commencement of development (excluding site clearance and preparation works) within the Hollingworth Road plot of the approved development, full details of proposed finished ground levels and finished floor levels shall be submitted to and approved in writing by the Local Planning Authority. The development shall be undertaken in accordance with the approved details.

Reason: To safeguard the amenities of residents in order to comply with the requirements of Policies G9 and DM1 of the adopted Rochdale Core Strategy, Policy JP-P1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: In the interest of effective enforcement

10. Prior to occupation of the first residential unit on the development hereby approved, evidence that the residential element of the development has achieved Secured by Design accreditation shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of public safety and security in accordance with Core Strategy Policy P3, and the National Planning Policy Framework.

Management Details

11. Prior to the occupation of the first dwelling on the development hereby approved, details of arrangements for the management and maintenance of all

open spaces forming part of the development, to include a 30-year maintenance plan, shall be submitted to and approved in writing by the Local Planning Authority, the details of which shall be henceforth be adhered to through the lifetime of the development.

Reason: In the interest of delivering high-quality and accessible public open space in accordance with Policies C8, G6 and DM1 of the adopted Rochdale Core Strategy, Policies JPA-20, JP-G6, JP-P1, JP-P7, JP-C5 and JP-C6, of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Drainage and Flood Risk

12. Prior to the commencement of development (excluding site clearance and preparation works) within the Hollingworth Road plot of the approved scheme, full details of a sustainable surface water drainage scheme and a foul water drainage scheme to be implemented within that plot shall be submitted to and approved in writing by the Local Planning Authority, to be prepared in accordance with the approved Flood Risk Assessment/Drainage Strategy.

The drainage scheme must include:

- i. An investigation of the hierarchy of drainage options in the National Planning Practice Guidance (or any subsequent amendment thereof). This investigation shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water in accordance with BRE365,
- ii. Incorporation of green SuDS source control measures.
- iii. A restricted rate of discharge of surface water agreed with the local planning authority (if it is agreed that infiltration is discounted by the investigations);
- iv. Levels of the proposed drainage systems including proposed ground and finished floor levels in AOD;
- v. Incorporate mitigation measures to manage the risk of sewer surcharge where applicable; and
- vi. Foul and surface water shall drain on separate systems.
- vii. Details of water treatment arrangements for surface water draining into the Rochdale Canal
- viii. Construction details for the outfall into the Rochdale Canal
- ix. Details of how surface water management arrangements would ensure prevent localised flooding of, and adequate ground conditions around, the approved network of footpaths around the development.

The approved scheme shall also be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards.

Prior to occupation of the proposed development, the drainage schemes shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution

Reason for pre-commencement condition: Drainage infrastructure will need to be implemented prior to commencement of above ground works and a scheme therefore needs to be agreed in advance of the same.

13. Prior to first occupation of the residential element of the development hereby approved, a sustainable drainage management and maintenance plan for the lifetime of the residential element of the development shall be submitted to the Local Planning Authority and agreed in writing. The sustainable drainage management and maintenance plan shall include as a minimum:
- a. Arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by a resident's management company; and
 - b. Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime.

The development shall subsequently be completed, maintained and managed in accordance with the approved plan.

Reason: To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development in accordance with Core Strategy Policy G8, saved UDP policies EM/7 and EM/8, the National Planning Policy Framework.

14. No construction shall commence (including any earthworks but excluding site clearance and preparation works) within the Hollingworth Road plot of the scheme hereby approved until details of the means of ensuring the water mains that are laid within the site boundary are protected from damage as a result of that part of the development have been submitted to and approved by the Local Planning Authority in writing. The details shall outline the potential impacts on the water mains from construction activities and the impacts post completion of the development on the water main infrastructure that crosses the site and identify mitigation measures to protect and prevent any damage to the water main both during construction and post completion of the development. Any mitigation measures shall be implemented in full in accordance with the approved details.

Reason: In the interest of public health and to ensure protection of the public water supply.

Reason for pre-commencement condition: In order to avoid any damage to the assets during the construction phase.

Heritage

15. No development (excluding site clearance and preparation works) within the Hollingworth Road plot of the development hereby approved shall commence until the applicant or their agents or successors in title has secured the implementation of a programme of archaeological works.

The works are to be undertaken in accordance with a Project Design (PD) submitted to and approved in writing by Local Planning Authority (or their archaeological advisors). The PD shall cover the following:

1. Informed by the North West Historic Environment Research Framework, a phased programme and methodology of investigation and recording to include:
 - i - archaeological evaluation trenching of the Hollingworth Road site.
 - ii - informed by the above, more detailed targeted excavation (subject of a new PD).
 - iii – Historic Building Surveys of Cleggswood Farm (HE Level 3), and drystone walls (HE Level 1)
 - iv – archaeological monitoring and recording during strip-out and/or demolition works that could expose further details that could enhance (iii)
2. A programme for post investigation assessment to include:
 - i - analysis of the site investigations records and finds
 - ii - production of final reports on the investigation results.
3. Deposition of final reports with the Greater Manchester Historic Environment Record.
4. Dissemination of the results commensurate with their significance.
5. Provision for archive deposition of the reports and records of the site investigation.
6. Nomination of a competent person or persons/organisation to undertake the works set out within the approved PD.

Reason: In the interest of recording and advancing understanding of heritage assets to be lost and in accordance with NPPF Section 16, Paragraph 218.

Reason for pre-commencement condition: There is a risk of disturbance to below ground features of archaeological importance on commencement.

Highways

16. Prior to commencement of any above-ground works within the Hollingworth Road plot of the development hereby approved, details of arrangements for emergency vehicle access into the approved development from the public highways to the west of the scheme shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented in full prior to the first occupation of any dwelling within the approved scheme.

Reason: In the interest of ensuring access by emergency vehicles in accordance with NPPF paragraph 117.
17. No general vehicular access shall be provided from the approved development onto the existing public highway to the west of the application site.

Reason: For the avoidance of doubt and in the interest of highway safety and residential amenity and in accordance with policies T2 and DM1 of the adopted Rochdale Core Strategy, Policy JP-C8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.
18. Within six months of the first occupation of any of the residential units of the scheme hereby approved, a Full Travel Plan (FTP) shall be submitted to and approved in writing by the Local Planning Authority. The FTP shall set out details for the implementation (including timescales) and monitoring of the measures it sets out. The approved travel plan shall be implemented in compliance with its timescales.

Reason: In the interest of promoting sustainable modes of transport in accordance with policies T1 and DM1 of the Rochdale Core Strategy and policies JP-Strat14, JP-S1, JP-C6 and CP-C8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

19. a) Prior to commencement of development within the Hollingworth Road plot of the development hereby approved, a highway dilapidation survey of the adopted highway in the vicinity of that part of the development site shall be submitted to and approved in writing by the Local Planning Authority.

b) Following completion of the residential element of the approved development, an updated condition survey and proposed scheme of remedial works to return the adopted highway to its previous condition shall be submitted to and approved in writing by the Local Planning Authority. The remedial works shall be undertaken in full, at the developer's cost, no later than 12 months following approval of the scheme.

Reason: In the interest of highway safety and in accordance with Policies T2 and DM1 of the adopted Rochdale Core Strategy, Policy JP-C8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: As the matter relates to the construction phase of development.

20. Prior to occupation of the first dwelling on the development hereby approved, details of a self-enforcing 20mph zone for the streets within the residential element of the approved scheme shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented in full prior to the occupation of the final unit.

Reason: In the interest of highway safety and in accordance with Policies T2 and DM1 of the adopted Rochdale Core Strategy, Policy JP-C8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

21. Prior to commencement of development (excluding site clearance) within the Hollingworth Road plot of the scheme hereby approved, a fully detailed construction traffic management plan relating to the construction phase in that plot shall be submitted to and approved in writing by the Local Planning Authority. The approved plan shall be complied with through the duration of the development in that plot.

Reason: In the interest of highway safety and in accordance with Policies T2 and DM1 of the adopted Rochdale Core Strategy, Policy JP-C8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: As the matter relates to the construction phase of development.

Environmental and Ecology

22. Prior to commencement of development (excluding site clearance) of the residential element of the scheme hereby approved, an investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed to assess the nature and extent of any contamination on the Hollingworth Road plot, whether or not it originates on the site. The investigation and risk assessment must be undertaken by competent

persons and a written report of the findings must be produced and shall have been first submitted to and approved in writing by the Local Planning Authority before development commences. The report of the findings must include:

- i) a survey of the extent, scale and nature of contamination
- ii) an assessment of the potential risks to:
 - human health
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland, and service lines and pipes
 - adjoining land
 - groundwaters and surface waters
 - ecological systems
 - archaeological sites and ancient monuments;
- iii) where unacceptable risks are identified, an appraisal of remedial options and proposal of the preferred option(s).

The development shall thereafter be completed in full accordance with the approved recommendations.

Reason: To ensure the safe development of the site in the interests of the amenity of future occupiers in accordance with Policy G9 of the adopted Rochdale Core Strategy, Policy JP-S1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: Further investigation will be necessary prior to commencement of any building works on site to satisfactorily avoid any of the potential risks associated with land contamination.

23. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. A further investigation and risk assessment must be undertaken and where remediation is necessary a remediation scheme must be prepared, which shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the safe development of the site in the interests of the amenity of future occupiers in accordance with Policy G9 of the adopted Rochdale Core Strategy, Policy JP-S1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

24. The residential element of the development hereby approved shall be undertaken in full compliance with the recommendations of the approved Energy Strategy Statement (Briary Energy June 2024).

Reason: In the interest of encouraging the use of renewable energy and reducing carbon emissions, in accordance with policies JP-S2 and JP-S3 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

25. Prior to the first occupation of any individual dwelling within the development hereby approved, full design and technical details of a scheme of photovoltaic panels to be installed to that individual dwelling shall be submitted to and approved in writing by the Local Planning Authority. The approved panels shall be installed to each house prior to its first occupation.

Reason: In the interest of encouraging the use of renewable energy and reducing carbon emissions, in accordance with policies JP-S2 and JP-S3 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

26. Prior to commencement of development within the Hollingworth Road plot of the development hereby approved, a fully comprehensive Construction Environment Management Plan (CEMP) building on the approved Outline CEMP shall be submitted to and approved in writing by the Local Planning Authority. The approved updated CEMP shall be adhered to throughout the construction phase within that plot.

Reason: In the interest of protecting the Rochdale Canal SAC / SSSI in accordance with policy G7 of the adopted Rochdale Core Strategy and policy JP-G8 of the adopted Places for Everyone Joint Development Plan

Reason for pre-commencement condition: As the matter relates to the construction phase of development.

27. The approved electric vehicle charging points shall be installed at each individual dwelling within the scheme hereby approved, and made available, prior to the first occupation of that dwelling.

Reason: In the interest of promoting the adoption of electric vehicles in accordance with policy JP-S2 and JP-S5 of the adopted Places for Everyone Joint Development Plan

28. No clearance of trees and shrubs in preparation for (or during the course of) construction of the development within the Hollingworth Road plot shall take place during the bird nesting season (March - August inclusive) unless a bird nesting survey has been carried out by a suitably experienced ecologist immediately prior to clearance and the survey demonstrates no material impact would be caused to bird nests. Should the survey reveal the presence of any nesting species, then no construction works shall take place during the period specified above unless a mitigation strategy has first been submitted to and approved in writing by the Local Planning Authority which provides for the protection of nesting birds during the period of works on site. The development shall be carried out in accordance with any agreed mitigation strategy.

Reason: In order to prevent disturbance to any nesting birds that may be present in accordance with policies G6 and G7 of the adopted Rochdale Core Strategy and policy JP-G9 of the Places for Everyone joint development plan.

29. No development in the Hollingworth Road plot of the approved development (including any demolition, site clearance or preparation works) shall take place until such time as an updated Tree Protection Plan and Arboricultural Method Statement in relation to that plot has been submitted to and approved in writing by the Local Planning Authority.

Any measures identified within the Plan or Statement shall be installed in accordance with BS:5837:2012 'Trees in relation to design, demolition and construction' prior to any works taking place.

The necessary protection measures shall be retained throughout the construction phase of that part of the development and no work, excavation, tipping, or stacking/storage of materials shall take place beyond such protective fencing during the construction period.

Reason: In order to protect the existing trees on the site in the interests of the amenities of the area and in accordance with Policies P3, G1, G6 and G7 of the adopted Rochdale Core Strategy Policies JP-P1, JP-G6 and JP-G7 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: The trees must be protected before any works are carried out.

30. No external lighting shall be installed within the Hollingworth Road plot of the approved development prior to the written approval by the Local Planning Authority of full design and technical details for all such external lighting within that plot. Such details should be designed to avoid impacts on nocturnal animals including bats. The development shall be undertaken in accordance with the approved details for each plot.

Reason: In the interests of controlling light pollution in the interest of residential amenity and nature conservation in accordance with Rochdale Core Strategy policies DM1 and G9 and the National Planning Policy Framework

31. Prior to commencement of development within the Hollingworth Road plot:

- a) An updated survey for badgers must be undertaken of the plot.
- b) A method statement reflecting the findings of the updated survey and providing details of measures to avoid any possible harm to badgers shall be submitted and approved in writing by the Local Planning Authority. Where possible, the applicant must liaise with the developer of the development site to the immediate north (subject of planning permission ref 21/01146/FUL) to ensure that the method statement is compatible with any previously approved badger method statement approved in relation to that existing development.

The development must then be undertaken in accordance with the approved method statement.

If any sett closures are found to be necessary as a finding of the updated survey, this must be undertaken under licence from Natural England.

Reason: In the interest of avoiding harm to protected species and in accordance with policy G7 of the adopted Rochdale Core Strategy and policy JP-G8 of the adopted Places for Everyone Joint Development Plan

Reason for pre-commencement condition: To avoid the potential harm to protected species during the construction phase.

32. Prior to occupation of the first dwelling within the residential element of the scheme hereby approved, a Landscape Ecological Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The residential element of the development shall henceforth be managed in accordance with the approved details.

Reason: In order to ensure that the landscape and visual impacts of the scheme are suitably mitigated by the approved landscaping scheme, in accordance with policies JP-G1 and JPA-20 of the adopted Places for Everyone Joint Development Plan and policy P2 of the Rochdale Core Strategy.

33. No demolition of the farmhouse and adjoining barn on the Hollingworth Road plot (identified in the submitted bat survey as building B1 and as having high bat-roosting potential) should commence until the Local Planning Authority has been provided with an appropriate bat Licence issued by Natural England pursuant to the Conservation of Habitats and Species Regulations 2017 (as amended).

Reason: As evidence of bat roosting has been found in these buildings proposed to be demolished, in the interest of avoiding harm to protected species in accordance with policy G7 of the adopted Rochdale Core Strategy and policy JP-G8 of the adopted Places for Everyone Joint Development Plan

34. No part of the development hereby permitted shall be occupied until a scheme of biodiversity enhancements has been submitted to and approved in writing by the Local Planning Authority. Such measure shall include, but not limited to, the provision of bird boxes, bird bricks, bat boxes and bat bricks to be integrated to the fabric of the buildings hereby approved, bug hotels, hibernaculum, and hedgehog habitat (including provision of 'Hedgehog Highways') The duly approved scheme shall be implemented in full prior to final occupation of the development and retained thereafter.

Reason: In the interests of enhancing biodiversity and habitat provision within the site in accordance with Policy G7 of the adopted Rochdale Core Strategy, Policy JP-G8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

35. Prior to commencement of any above-ground works in the Hollingworth Road plot, details of an ecological buffer to be created between the developed area of the site and the off-site pond (located to the east of proposed plots 226-229) setting out means of limiting and mitigating harm to the ecological value of the pond shall be submitted to and approved in writing by the Local Planning Authority. The details shall set out management and maintenance arrangements for the buffer. The development shall be undertaken in accordance with the approved details.

Reason: In the interest of avoiding harm to biodiversity in accordance with policy G7 of the adopted Rochdale Core Strategy and policy JP-G8 of the adopted Places for Everyone Joint Development Plan

36. Prior to commencement of development in the Hollingworth Road plot, a construction phase animal welfare method statement (to address impacts on wildlife including but not limited to deer and foxes) relating to that plot shall be submitted to and approved in writing by the Local Planning Authority. The development phase shall be undertaken in accordance with the approved method statement.

Reason: In the interest of avoiding harm to wildlife and in accordance with policy G7 of the adopted Rochdale Core Strategy and policy JP-G8 of the adopted Places for Everyone Joint Development Plan

Reason for pre-commencement condition: As the matter relates to the construction phase of development.

37. Prior to first occupation of any dwelling forming part of the development hereby approved, details of a Resident's Ecological Information Pack shall be submitted to and approved in writing by the Local Planning Authority. Details in this information pack shall include (but not be limited to) an explanation of the ecological sensitivities of the surrounding area including Hollingworth Lake. The approved information pack shall be provided to the first occupants of each dwellings within the scheme.

Reason: In accordance with policy G7 of the adopted Rochdale Core Strategy and Policy JP-G8 of the adopted Places for Everyone Joint Development Plan.

38. Development (with the exception of site clearance and preparation works) within the Hollingworth Road plot shall not commence until a Habitat Management and Monitoring Plan (the HMMP) has been submitted to, and approved in writing by, the local planning authority. The HMMP shall be prepared in accordance with the approved Biodiversity Gain Plan for the Hollingworth Road plot and include:
- a) a non-technical summary;
 - b) the roles and responsibilities of the people or organisation(s) delivering the HMMP;
 - c) the planned habitat creation and enhancement works to create or improve habitat to achieve the biodiversity net gain in accordance with the approved Biodiversity Gain Plan, including a timetable for its implementation and completion;
 - d) the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of development; and
 - e) the monitoring methodology and frequency in respect of the created or enhanced habitat to be submitted to the local planning authority,

The created and/or enhanced habitat specified in the approved HMMP shall be completed, managed and maintained in accordance with the approved HMMP.

Notice in writing shall be given to the Council when the:

- a) HMMP has been implemented; and
- b) habitat creation and enhancement works as set out in the HMMP have been completed.

Monitoring reports shall be submitted to local planning authority in writing in accordance with the methodology and frequency specified in the approved HMMP.

Reason: To ensure the development delivers a biodiversity net gain on site in accordance with Schedule 7A of the Town and Country Planning Act 1990 and policies G6 and G7 of the adopted Rochdale Core Strategy and JP-G8 of the adopted Places for Everyone Joint Development Plan.

Reason for Pre-commencement: The HMMP will be required as part of the arrangements to be approved under the statutory BNG condition which requires submission of the Biodiversity Gain Plan prior to commencement of development.

39. The development within the Hollingworth Road shall be undertaken in accordance with the approved Landscape and Biodiversity Management Plan and in the approved Site Landscaping Specification (drawing ref NW111-LS-009j) for a minimum period of 30 years.

Reason: To ensure that the biodiversity enhancements delivered by on-site planting and landscaping are adequately secured.

CAR PARK ELEMENT

Design

40. No fences, gates, street furniture or any other built elements forming part of the car park extension shall be installed prior to submission to and approval in writing by the Local Planning Authority of full design details of such elements.

Reason: In the interest of ensuring a satisfactory visual appearance in accordance with Policies P1, P3 and DM1 of the adopted Rochdale Core Strategy, Policies JPA-20, JP-G6, JP-P1, JP-C5 and JP-C6, of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

41. Prior to commencement of development within the Rakewood Road plot, full details of hard and soft landscaping including any banks, terraces or other earthworks, including section drawings for all drainage swales and ponds, and confirmation of native seed mix to be used capable of withstanding irregular moisture conditions, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interest of ensuring a satisfactory visual appearance in accordance with Policies P1, P3 and DM1 of the adopted Rochdale Core Strategy, Policies JPA-20, JP-G6, JP-P1, JP-C5 and JP-C6, of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

42. The landscaping scheme within the Rakewood Road plot shall be carried out in accordance with the approved scheme for timing / phasing of implementation or within the next planting season following final occupation of the development hereby permitted, whichever is the sooner.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and in accordance with Core Strategy Policies G6 and G7, Policies JP-G6 and JP-G7 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Management Details

43. Prior to the first use of the car park extension hereby approved, a management and maintenance plan for its operation, to include litter management, shall be submitted to and approved in writing by the Local Planning Authority. The operation of the car park extension shall be undertaken in accordance with the approved details.

Reason: In the interest of delivering high-quality public open space, protecting the landscape character of the area, and controlling pollution to the adjacent Hollingworth Brook, in accordance with Policies P1, P2, G7 and G9 of the adopted Rochdale Core Strategy, Policies JP-S4, JP-G1 and JP-G8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Drainage and Flood Risk

44. Prior to the commencement of development within the Rakewood Road plot of the approved scheme, full details of a sustainable surface water drainage scheme and a foul water drainage scheme to be implemented within that plot shall be submitted to and approved in writing by the Local Planning Authority, to

be prepared in accordance with the approved Flood Risk Assessment/Drainage Strategy.

The drainage scheme must include:

- i. An investigation of the hierarchy of drainage options in the National Planning Practice Guidance (or any subsequent amendment thereof). This investigation shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water in accordance with BRE365,
- ii. Incorporation of green SuDS source control measures.
- iii. A restricted rate of discharge of surface water agreed with the local planning authority (if it is agreed that infiltration is discounted by the investigations);
- iv. Levels of the proposed drainage systems including proposed ground and finished floor levels in AOD;
- v. Incorporate mitigation measures to manage the risk of sewer surcharge where applicable; and
- vi. Foul and surface water shall drain on separate systems.
- vii. Details of water treatment arrangements for surface water draining into the Hollingworth Brook
- viii. Construction details for the outfall into the Hollingworth Brook
- ix. Details of how surface water management arrangements would ensure prevent localised flooding of, and adequate ground conditions around, the approved network of footpaths around the development.

The approved scheme shall also be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards.

Prior to occupation of the proposed development, the drainage schemes shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution

Reason for pre-commencement condition: Drainage infrastructure will need to be implemented prior to commencement of above ground works and a scheme therefore needs to be agreed in advance of the same.

45. Prior to first use of the car park extension hereby approved, a sustainable drainage management and maintenance plan for the lifetime of that element of the development shall be submitted to the Local Planning Authority and agreed in writing. The sustainable drainage management and maintenance plan shall include as a minimum:
- a. Arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by a resident's management company; and
 - b. Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime.

The development shall subsequently be completed, maintained and managed in accordance with the approved plan.

Reason: To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development in accordance with Core Strategy Policy G8, saved UDP policies EM/7 and EM/8, the National Planning Policy Framework.

46. No construction shall commence (including any earthworks) within the Rakewood Road plot of the scheme hereby approved until details of the means of ensuring the water mains that are laid within the site boundary are protected from damage as a result of that part of the development have been submitted to and approved by the Local Planning Authority in writing. The details shall outline the potential impacts on the water mains from construction activities and the impacts post completion of the development on the water main infrastructure that crosses the site and identify mitigation measures to protect and prevent any damage to the water main both during construction and post completion of the development. Any mitigation measures shall be implemented in full in accordance with the approved details.

Reason: In the interest of public health and to ensure protection of the public water supply.

Reason for pre-commencement condition: In order to avoid any damage to the assets during the construction phase.

Heritage

47. No development within the Rakewood Road plot of the development hereby approved shall take place until the applicant or their agents or successors in title has secured the implementation of a programme of archaeological works. The works are to be undertaken in accordance with a Project Design (PD) submitted to and approved in writing by Local Planning Authority (or their archaeological advisors). The PD shall cover the following:

1. Informed by the North West Historic Environment Research Framework, a phased programme and methodology of investigation and recording to include:
 - i – geophysical survey (Rakewood Road site)
 - ii – fieldwalking and metal detector survey of areas of the Rakewood Road site associated with a WW1 temporary camp (community engagement potential to be explored)
 - iii - archaeological evaluation trenching of the Rakewood Road site (informed by (i))
 - v - informed by the above, more detailed targeted excavation (subject of a new PD).

2. A programme for post investigation assessment to include:
 - i - analysis of the site investigations records and finds
 - ii - production of final reports on the investigation results.
3. Deposition of final reports with the Greater Manchester Historic Environment Record.
4. Dissemination of the results commensurate with their significance.
5. Provision for archive deposition of the reports and records of the site investigation.
6. Nomination of a competent person or persons/organisation to undertake the works set out within the approved PD.

Reason: In the interest of recording and advancing understanding of heritage assets to be lost and in accordance with NPPF Section 16, Paragraph 218.

Reason for pre-commencement condition: There is a risk of disturbance to below ground features of archaeological importance on commencement.

Highways

48. Prior to commencement of development within the Rakewood Road plot of the development hereby approved, a fully detailed construction traffic management plan relating to the construction phase in that plot shall be submitted to and approved in writing by the Local Planning Authority. The approved plan shall be complied with through the duration of the development in that plot.

Reason: In the interest of highway safety and in accordance with Policies T2 and DM1 of the adopted Rochdale Core Strategy, Policy JP-C8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: As the matter relates to the construction phase of development.

Environmental

49. Prior to commencement of development within the Rakewood Road plot of the development hereby approved, a fully comprehensive Construction Environment Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The approved updated CEMP shall be adhered to throughout the construction phase within that plot.

Reason: In the interest of protecting the Rochdale Canal SAC / SSSI in accordance with policy G7 of the adopted Rochdale Core Strategy and policy JP-G8 of the adopted Places for Everyone Joint Development Plan

Reason for pre-commencement condition: As the matter relates to the construction phase of development.

Ecology

50. No clearance of trees and shrubs in preparation for (or during the course of) construction of the development within the Rakewood Road plot shall take place during the bird nesting season (March - August inclusive) unless a bird nesting survey has been carried out by a suitably experienced ecologist immediately prior to clearance and the survey demonstrates no material impact would be caused to bird nests. Should the survey reveal the presence of any nesting species, then no construction works shall take place during the period specified above unless a mitigation strategy has first been submitted to and approved in writing by the Local Planning Authority which provides for the protection of nesting birds during the period of works on site. The development shall be carried out in accordance with any agreed mitigation strategy.

Reason: In order to prevent disturbance to any nesting birds that may be present in accordance with policies G6 and G7 of the adopted Rochdale Core Strategy and policy JP-G9 of the Places for Everyone joint development plan.

51. No development in the Rakewood Road plot of the approved development (including any demolition, site clearance or preparation works) shall take place until such time as an updated Tree Protection Plan and Arboricultural Method Statement in relation to that plot has been submitted to and approved in writing by the Local Planning Authority.

Any measures identified within the Plan or Statement shall be installed in accordance with BS:5837:2012 'Trees in relation to design, demolition and construction' prior to any works taking place.

The necessary protection measures shall be retained throughout the construction phase of that part of the development and no work, excavation, tipping, or stacking/storage of materials shall take place beyond such protective fencing during the construction period.

Reason: In order to protect the existing trees on the site in the interests of the amenities of the area and in accordance with Policies P3, G1, G6 and G7 of the adopted Rochdale Core Strategy Policies JP-P1, JP-G6 and JP-G7 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: The trees must be protected before any works are carried out.

52. No external lighting shall be installed within the Rakewood Road plot of the approved development prior to the written approval by the Local Planning Authority of full design and technical details for all such lighting within that plot. Such details should be designed to avoid impacts on nocturnal animals including bats. The development shall be undertaken in accordance with the approved details for each plot.

Reason: In the interests of controlling light pollution in the interest of residential amenity and nature conservation in accordance with Rochdale Core Strategy policies DM1 and G9 and the National Planning Policy Framework

53. Prior to commencement of development within the Rakewood Road plot:

- a) An updated survey for badgers must be undertaken of the plot.
- b) A method statement reflecting the findings of the updated survey and providing details of measures to avoid any possible harm to badgers shall be submitted and approved in writing by the Local Planning Authority.

The development must then be undertaken in accordance with the approved method statement.

If any sett closures are found to be necessary as a finding of the updated survey, this must be undertaken under licence from Natural England.

Reason: In the interest of avoiding harm to protected species and in accordance with policy G7 of the adopted Rochdale Core Strategy and policy JP-G8 of the adopted Places for Everyone Joint Development Plan

Reason for pre-commencement condition: To avoid the potential harm to protected species during the construction phase.

54. Prior to commencement of development in the Rakewood Road plot, a construction phase animal welfare method statement setting out measures to protect wildlife (including but not limited to deer and foxes) from harm during the construction phase in that plot shall be submitted to and approved in writing by the Local Planning Authority. The development phase shall be undertaken in accordance with the approved details.

Reason: In the interest of avoiding harm to wildlife and in accordance with policy G7 of the adopted Rochdale Core Strategy and policy JP-G8 of the adopted Places for Everyone Joint Development Plan

Reason for pre-commencement condition: As the matter relates to the construction phase of development.

55. Development within the Rakewood Road plot shall not commence until a Habitat Management and Monitoring Plan (the HMMP) has been submitted to, and approved in writing by, the local planning authority. The HMMP shall be prepared in accordance with the approved Biodiversity Gain Plan for the Rakewood Road plot and include:

- a) a non-technical summary;
- b) the roles and responsibilities of the people or organisation(s) delivering the HMMP;
- c) the planned habitat creation and enhancement works to create or improve habitat to achieve the biodiversity net gain in accordance with the approved Biodiversity Gain Plan, including a timetable for its implementation and completion;
- d) the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of development; and
- e) the monitoring methodology and frequency in respect of the created or enhanced habitat to be submitted to the local planning authority,

The created and/or enhanced habitat specified in the approved HMMP shall be completed, managed and maintained in accordance with the approved HMMP.

Notice in writing shall be given to the Council when the:

- a) HMMP has been implemented; and
- b) habitat creation and enhancement works as set out in the HMMP have been completed.

Monitoring reports shall be submitted to local planning authority in writing in accordance with the methodology and frequency specified in the approved HMMP.

Reason: To ensure the development delivers a biodiversity net gain on site in accordance with Schedule 7A of the Town and Country Planning Act 1990 and policies G6 and G7 of the adopted Rochdale Core Strategy and JP-G8 of the adopted Places for Everyone Joint Development Plan.

Reason for Pre-commencement: The HMMP will be required as part of the arrangements to be approved under the statutory BNG condition which requires submission of the Biodiversity Gain Plan prior to commencement of development.

56. The development within the Rakewood Road shall be undertaken in accordance with the approved Landscape and Biodiversity Management Plan and in the approved Site Landscaping Specification (drawing ref NW111-LS-009j) for a minimum period of 30 years.

Reason: To ensure that the mandatory biodiversity net gain enhancements delivered by on-site planting and landscaping are adequately secured.

57. Prior to the car park extension hereby approved first being brought into use, a Landscape Ecological Management Plan shall be submitted to and approved in

writing by the Local Planning Authority. The approved car park extension shall henceforth be managed in accordance with the approved details.

Reason: In order to ensure that the landscape and visual impacts of the scheme are suitably mitigated by the approved landscaping scheme, in accordance with policies JP-G1 and JPA-20 of the adopted Places for Everyone Joint Development Plan and policy P2 of the Rochdale Core Strategy.

Schedule 2: Conditions Relating Solely to the Outline Application (58-81) for a new primary school

General

58. Details of the appearance, landscaping, layout and scale of the primary school hereby approved shall be submitted to and approved in writing by the Local Planning Authority before any development related to the primary school begins, and the development shall be carried out in accordance with the approved details.

Reason: The application is granted in outline only under the provisions of Article 5 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 and details of the reserved matters referred to in the condition have not been submitted for consideration

59. Application for approval of the reserved matters shall be made to the local planning authority no later than three years from the date of this permission.

Reason: To be imposed pursuant to Section 92 of the Town & Country Planning Act 1990 as the application has been submitted for outline permission only

60. The development hereby permitted shall begin no later than two years from the date of approval of the final reserved matters or, in the case of approval on different dates, the final approval of the last such matters to be approved.

Reason: To be imposed pursuant to Section 92 of the Town & Country Planning Act 1990 as the application has been submitted for outline permission only

61. The development and all reserved matters applications shall accord with the following approved plans:

BL-M-02 rev G - Parameter Plan: Land Use and Access

BL-M-03 rev E - Parameter Plan: Green Infrastructure

BL-M-04 rev E - Parameter Plan: Scale

- Environmental Statement (Stantec)
- Landscape and Visual Impact Assessments (Stantec)
- Flood Risk Assessment and Drainage Management Strategies (Betts Hydro)
- Phase 1 Ground Conditions Assessment and Geo-Environmental Desk Study (Betts Geo)
- Arboricultural Impact Assessments (Tyler Grange)
- Framework Travel Plan (Curtins)
- Health Impact Assessment (Stantec)
- Landscape and Biodiversity Management Plan (Stantec)
- Shadow Habitat Regulations Assessment Rev A (Tyler Grange)
- Lighting Assessment (Stantec)

Reason: For the avoidance of any doubt and to ensure that the development is carried out in accordance with the approved parameters and specifications.

62. The submission of the reserved matters application shall include plans showing the finished ground levels and floor levels for the proposed building. The proposed floor levels shall be in accordance with those recommended in the approved Flood Risk Assessment. The development shall be undertaken in accordance with the approved details.

Reason: To safeguard the amenities of residents in order to comply with the requirements of Policies G9 and DM1 of the adopted Rochdale Core Strategy, Policy JP-P1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework, and in order to manage the risk of flooding.

63. As part of the submission of the first Reserved Matters application details of a sustainable surface water drainage scheme and a foul water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The drainage schemes must include:

- (i) An investigation of the hierarchy of drainage options in the National Planning Practice Guidance (or any subsequent amendment thereof). This investigation shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water in accordance with BRE365;
- (ii) A restricted rate of discharge of surface water agreed with the local planning authority (if it is agreed that infiltration is discounted by the investigations);
- (iii) Levels of the proposed drainage systems including proposed ground and finished floor levels in AOD;
- (iv) Incorporate mitigation measures to manage the risk of sewer surcharge where applicable; and
- (v) Foul and surface water shall drain on separate systems.

The approved schemes shall also be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards. Prior to occupation of the proposed development, the drainage schemes shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution

64. Prior to the commencement of development within of the school hereby approved, , full details of a sustainable surface water drainage scheme and a foul water drainage scheme to be implemented within that plot shall be submitted to and approved in writing by the Local Planning Authority, to be prepared in accordance with the approved Flood Risk Assessment/Drainage Strategy.

The drainage scheme must include:

- i. An investigation of the hierarchy of drainage options in the National Planning Practice Guidance (or any subsequent amendment thereof). This investigation shall include evidence of an assessment

- of ground conditions and the potential for infiltration of surface water in accordance with BRE365,
- ii. Incorporation of green SuDS source control measures.
- iii. A restricted rate of discharge of surface water agreed with the local planning authority (if it is agreed that infiltration is discounted by the investigations);
- iv. Levels of the proposed drainage systems including proposed ground and finished floor levels in AOD;
- v. Incorporate mitigation measures to manage the risk of sewer surcharge where applicable; and
- vi. Foul and surface water shall drain on separate systems.
- vii. Details of water treatment arrangements for surface water draining into the Rochdale Canal
- viii. Details of how surface water management arrangements would ensure prevent localised flooding of, and adequate ground conditions around, the approved network of footpaths around the development.

The approved scheme shall also be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards.

Prior to occupation of the proposed development, the drainage schemes shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution

Reason for pre-commencement condition: Drainage infrastructure will need to be implemented prior to commencement of above ground works and a scheme therefore needs to be agreed in advance of the same.

65. Prior to the primary school hereby being brought into first use, a sustainable drainage management and maintenance plan for the lifetime of the school shall be submitted to the Local Planning Authority and agreed in writing. The sustainable drainage management and maintenance plan shall include as a minimum:
- a. Arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by a resident's management company; and
 - b. Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime.

The development shall subsequently be completed, maintained and managed in accordance with the approved plan.

Reason: To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development in accordance with Core Strategy Policy G8, saved UDP policies EM/7 and EM/8, the National Planning Policy Framework.

66. As part of the submission of the first Reserved Matters application details of the means of ensuring the water mains that are laid within the site boundary are

protected from damage as a result of the development shall be submitted to and approved by the Local Planning Authority in writing. The details shall outline the potential impacts on the water mains from construction activities and the impacts post completion of the development on the water main infrastructure that crosses the site and identify mitigation measures to protect and prevent any damage to the water main both during construction and post completion of the development. Any mitigation measures shall be implemented in full in accordance with the approved details.

Reason: In the interest of public health and to ensure protection of the public water supply.

67. The submission of the reserved matters application shall include a Crime Impact Assessment which appraises the design and layout of the proposed development. The development shall thereafter be constructed in accordance with the design measures set out in the approved statement.

Reason: In the interests of public safety and security in accordance with Core Strategy Policy P3, and the National Planning Policy Framework

Ecology

68. The submission of the reserved matters application shall be supported by an updated Arboricultural Impact Assessment (AIA) in relation to the finalised site layout and an Arboricultural Method Statement (AMS). Construction of the development shall be undertaken in accordance with the approved AMS.

Reason: In the interest of protecting existing trees on and around the development site in accordance with policy JP-G7 of the Places for Everyone joint development plan, and policy G6 of the Rochdale Core Strategy.

69. The submission of the reserved matters application shall include an updated biodiversity net gain assessment reflecting the finalised layout of the proposed development.

Reason: As the effects of the proposal upon existing biodiversity cannot be accurately established at this stage, and to ensure the development delivers a biodiversity net gain on site in accordance with Schedule 7A of the Town and Country Planning Act 1990 and policies G6 and G7 of the adopted Rochdale Core Strategy and JP-G8 of the adopted Places for Everyone Joint Development Plan.

70. The development of the primary school shall not commence until a Habitat Management and Monitoring Plan (the HMMP) has been submitted to, and approved in writing by, the local planning authority. The HMMP shall be prepared in accordance with the approved Biodiversity Gain Plan and include:

- a) a non-technical summary;
- b) the roles and responsibilities of the people or organisation(s) delivering the HMMP;
- c) the planned habitat creation and enhancement works to create or improve habitat to achieve the biodiversity net gain in accordance with the approved Biodiversity Gain Plan, including a timetable for its implementation and completion;
- d) the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of development; and
- e) the monitoring methodology and frequency in respect of the created or enhanced habitat to be submitted to the local planning authority,

The created and/or enhanced habitat specified in the approved HMMP shall be completed, managed and maintained in accordance with the approved HMMP.

Notice in writing shall be given to the Council when the:

- a) HMMP has been implemented; and
- b) habitat creation and enhancement works as set out in the HMMP have been completed.

Monitoring reports shall be submitted to local planning authority in writing in accordance with the methodology and frequency specified in the approved HMMP.

Reason: To ensure the development delivers a biodiversity net gain on site in accordance with Schedule 7A of the Town and Country Planning Act 1990 and policies G6 and G7 of the adopted Rochdale Core Strategy and JP-G8 of the adopted Places for Everyone Joint Development Plan.

Reason for Pre-commencement: The HMMP will be required as part of the arrangements to be approved under the statutory BNG condition which requires submission of the Biodiversity Gain Plan prior to commencement of development.

71. No clearance of trees and shrubs in preparation for (or during the course of) construction of the development shall take place during the bird nesting season (March - August inclusive) unless a bird nesting survey has been carried out by a suitably experienced ecologist immediately prior to clearance and the survey demonstrates no material impact would be caused to bird nests. Should the survey reveal the presence of any nesting species, then no construction works shall take place during the period specified above unless a mitigation strategy has first been submitted to and approved in writing by the Local Planning Authority which provides for the protection of nesting birds during the period of works on site. The development shall be carried out in accordance with any agreed mitigation strategy.

Reason: In order to prevent disturbance to any nesting birds that may be present in accordance with policies G6 and G7 of the adopted Rochdale Core Strategy and policy JP-G9 of the Places for Everyone joint development plan.

72. No external lighting shall be installed as part of the approved development prior to the written approval by the Local Planning Authority of full design and technical details for any such lighting. Such details should be designed to avoid impacts on nocturnal animals. The development shall be undertaken in accordance with the approved details.

Reason: In the interests of controlling light pollution in the interest of residential amenity and nature conservation in accordance with Rochdale Core Strategy policies DM1 and G9 and the National Planning Policy Framework

73. Prior to the school hereby approved first being brought into use, a Landscape Ecological Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The approved school shall henceforth be managed in accordance with the approved details.

Reason: In order to ensure that the landscape and visual impacts of the scheme are suitably mitigated by the approved landscaping scheme, in

accordance with policies JP-G1 and JPA-20 of the adopted Places for Everyone Joint Development Plan and policy P2 of the Rochdale Core Strategy.

Environmental

74. The submission of the reserved matters application shall be supported by an updated Noise Impact Assessment reflecting the finalised layout and design of the scheme, and setting out details of any noise mitigation measures required. The development shall be undertaken in accordance with the approved details. Reason: To safeguard the living conditions of nearby occupants and residents in accordance with Core Strategy Policy G9 and the National Planning Policy Framework.

75. The submission of the reserved matters application shall include details of sustainable building methods and use of renewable energy within the approved school. The development shall be undertaken in accordance with the approved details. Reason: In the interest of protecting existing trees on and around the development site in accordance with policy JP-G7 of the Places for Everyone joint development plan, and policy G6 of the Rochdale Core Strategy.

76. The submission of the reserved matters application shall include an investigation and risk assessment to assess the nature and extent of any contamination on the school development site, whether or not it originates on the site. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced and shall have been first submitted to and approved in writing by the Local Planning Authority before development commences. The report of the findings must include:

- i) a survey of the extent, scale and nature of contamination
- ii) an assessment of the potential risks to:
 - human health
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland, and service lines and pipes
 - adjoining land
 - groundwaters and surface waters
 - ecological systems
 - archaeological sites and ancient monuments;
- iii) where unacceptable risks are identified, an appraisal of remedial options and proposal of the preferred option(s).

The development shall thereafter be completed in full accordance with the approved recommendations.

Reason: To ensure the safe development of the site in the interests of the amenity of future users in accordance with Policy G9 of the adopted Rochdale Core Strategy, Policy JP-S1 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

77. Prior to commencement of development of the development hereby approved, a fully comprehensive Construction Environment Management Plan (CEMP) building on the approved Outline CEMP shall be submitted to and approved in

writing by the Local Planning Authority. The approved full CEMP shall be adhered to throughout the construction phase within that plot.

Reason: In the interest of protecting the Rochdale Canal SAC / SSSI in accordance with policy G7 of the adopted Rochdale Core Strategy and policy JP-G8 of the adopted Places for Everyone Joint Development Plan

Reason for pre-commencement condition: As the matter relates to the construction phase of development.

78. Prior to commencement of development within the Hollingworth Road plot of the scheme hereby approved, a fully detailed construction traffic management plan relating to the construction phase in that plot shall be submitted to and approved in writing by the Local Planning Authority. The approved plan shall be complied with through the duration of the development in that plot.

Reason: In the interest of highway safety and in accordance with Policies T2 and DM1 of the adopted Rochdale Core Strategy, Policy JP-C8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: As the matter relates to the construction phase of development.

79. Prior to the development hereby approved first being brought into use, a scheme of electric vehicle charging points for staff and visitors for the school shall be submitted to and approved in writing. The approved scheme shall be implemented and made available in full within six months of the school being brought into first use.

Reason: In the interest of promoting the adoption of electric vehicles in accordance with policy JP-S2 and JP-S5 of the adopted Places for Everyone Joint Development Plan

Heritage

80. Development of the school hereby approved shall not commence until the applicant or their agents or successors in title has secured the implementation of a programme of archaeological works relating to the school site.

The works are to be undertaken in accordance with a Project Design (PD) submitted to and approved in writing by Local Planning Authority (or their archaeological advisors). The PD shall cover the following:

1. Informed by the North West Historic Environment Research Framework, a phased programme and methodology of investigation and recording to include:

- i - archaeological evaluation trenching of the school site.
- ii - informed by the above, more detailed targeted excavation (subject of a new PD).

2. A programme for post investigation assessment to include:

- i - analysis of the site investigations records and finds
- ii - production of final reports on the investigation results.

3. Deposition of final reports with the Greater Manchester Historic Environment Record.

4. Dissemination of the results commensurate with their significance.

5. Provision for archive deposition of the reports and records of the site

investigation.

6. Nomination of a competent person or persons/organisation to undertake the works set out within the approved PD.

Reason: In the interest of recording and advancing understanding of heritage assets to be lost and in accordance with NPPF Section 16, Paragraph 218.

Reason for pre-commencement condition: There is a risk of disturbance to below ground features of archaeological importance on commencement.

Highways and Transport

81. Prior to the development hereby approved first being brought into use, a Full Travel Plan (FTP) shall be submitted to and approved in writing by the Local Planning Authority. The FTP shall set out details for the implementation (including timescales) and monitoring of the measures it sets out. The approved travel plan shall be implemented in compliance with its timescales.

Reason: In the interest of promoting sustainable modes of transport in accordance with policies T1 and DM1 of the Rochdale Core Strategy and policies JP-Strat14, JP-S1, JP-C6 and CP-C8 of the adopted Places for Everyone Joint Development Plan and the National Planning Policy Framework.

STATUTORY BIODIVERSITY NET GAIN CONDITION

The provisions of the following notice apply to both elements of the full planning permission AND to the outline permission, both granted above.

The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 is that planning permission granted for development of land in England is deemed to have been granted subject to the condition (biodiversity gain condition) that development may not begin unless:

- (a) a Biodiversity Gain Plan has been submitted to the planning authority,
- and;
- (b) the planning authority has approved the plan.

The planning authority, for the purposes of determining whether to approve a Biodiversity Gain Plan, if one is required in respect of this permission would be Rochdale Council.

Based on the information available this permission is considered to be one which will require the approval of a biodiversity gain plan before development is begun because none of the statutory exemptions or transitional arrangements listed below are considered to apply.

Statutory exemptions and transitional arrangements in respect of the biodiversity gain condition.

- 1. The application for planning permission was made before 12 February 2024.
- 2. The planning permission relates to development to which section 73A of the Town and Country Planning Act 1990 (planning permission for development already carried out) applies.
- 3. The planning permission was granted on an application made under section 73 of the Town and Country Planning Act 1990 and

(i) the original planning permission to which the section 73 planning permission relates was granted before 12 February 2024; or

(ii) the application for the original planning permission* to which the section 73 planning permission relates was made before 12 February 2024.

4. The permission which has been granted is for development which is exempt being:

4.1 Development which is not 'major development' (within the meaning of article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015) where:

- i) the application for planning permission was made before 2 April 2024;
- ii) planning permission is granted which has effect before 2 April 2024; or
- iii) planning permission is granted on an application made under section 73 of the Town and Country Planning Act 1990 where the original permission to which the section 73 permission relates* was exempt by virtue of (i) or (ii).

4.2 Development below the de minimis threshold, meaning development which:

- i) does not impact an onsite priority habitat (a habitat specified in a list published under section 41 of the Natural Environment and Rural Communities Act 2006); and
- ii) impacts less than 25 square metres of onsite habitat that has biodiversity value greater than zero and less than 5 metres in length of onsite linear habitat (as defined in the statutory metric).

4.3 Development which is subject of a householder application within the meaning of article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015. A "householder application" means an application for planning permission for development for an existing dwellinghouse, or development within the curtilage of such a dwellinghouse for any purpose incidental to the enjoyment of the dwellinghouse which is not an application for change of use or an application to change the number of dwellings in a building.

4.4 Development of a biodiversity gain site, meaning development which is undertaken solely or mainly for the purpose of fulfilling, in whole or in part, the Biodiversity Gain Planning condition which applies in relation to another development, (no account is to be taken of any facility for the public to access or to use the site for educational or recreational purposes, if that access or use is permitted without the payment of a fee).

4.5 Self and Custom Build Development, meaning development which:

- i) consists of no more than 9 dwellings;
- ii) is carried out on a site which has an area no larger than 0.5 hectares; and
- iii) consists exclusively of dwellings which are self-build or custom housebuilding (as defined in section 1(A1) of the Self-build and Custom Housebuilding Act 2015).

4.6 Development forming part of, or ancillary to, the high speed railway transport network (High Speed 2) comprising connections between all or any of the places or

parts of the transport network specified in section 1(2) of the High Speed Rail (Preparation) Act 2013.

For the purposes of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990, a biodiversity gain plan is a plan which:

- (a) relates to development for which planning permission is granted, and;
- (b) specifies the matters referred to in sub-paragraph 14(2) below:

The matters are:

- (a) information about the steps taken or to be taken to minimise the adverse effect of the development on the biodiversity of the onsite habitat and any other habitat;
- (b) the pre-development biodiversity value of the onsite habitat;
- (c) the post-development biodiversity value of the onsite habitat;
- (d) any registered offsite biodiversity gain allocated to the development and the biodiversity and the biodiversity value of that gain in relation to the development;
- (e) any biodiversity credits purchased for the development; and
- (f) any such other matters as the Secretary of State may by regulations specify.

Procedure Statement: The Local Planning Authority worked proactively with the applicant to identify various solutions during the application process to ensure that the proposal comprised sustainable development and would improve the economic, social and environmental conditions of the area and would accord with the development plan. These were incorporated into the scheme and/or have been secured by planning condition.

Informatives

IMPORTANT

PLEASE ENSURE THAT YOU HAVE READ AND FULLY UNDERSTOOD THE CONTENTS OF THIS DECISION NOTICE. YOUR ATTENTION IS DRAWN TO THE ATTACHED NOTES.

The Local Planning Authority's reasons for its decision are set out in the accompanying officer's report.

The applicant's attention is brought to advice relating to coal mining development risk provided by the Coal Authority, available in their planning consultation comments available on the Council's webpage for the application.

The applicant's attention is brought to advice from the Environment Agency in relation to environmental permitting, available in their planning consultation comments available on the Council's webpage for the application.

United Utilities has provided the following advice:

To discuss their drainage proposals the applicant should contact our Developer Services team by email at SewerAdoptions@uuplc.co.uk. Alternative ways to contact the team are detailed in the Appendix, Section 6.0 'Contacts'. Please note, United

Utilities is not responsible for advising on rates of discharge to the local watercourse system. This is a matter for discussion with the Lead Local Flood Authority and / or the Environment Agency (if the watercourse is classified as a main river).

The developer is reminded of their duties in relation to public rights of way crossing the site. No such rights of way shall be closed on a temporary basis without the approval of the Council. The developer must liaise with the Council's Public Rights of Way Officer prior to closing or diverting any rights of way on a temporary or permanent basis.

The applicant is advised that the supply and delivery of refuse containers (including all wheelie bins and food waste caddies) for residential developments is chargeable and the responsibility for these charges rests with the applicant/developer. The cost is based on a variable rate per property depending on the property size and number of bedrooms. Please contact environmental.management@rochdale.gov.uk for a quotation for your development.

Date Decision Issued

Melanie Hale
Head of Planning Services

SCHEDULE 2
DRAFT PLANNING PERMISSION

SCHEDULE 3

PUBLIC OPEN SPACE

1 PROVISION OF ON-SITE PUBLIC OPEN SPACE

- 1.1 The Owner shall as part of the carrying out of the Development provide the Public Open Space in accordance with the approved Public Open Space Plan (as may be varied from time to time).
- 1.2 The Owner shall submit to the Council the Public Open Space Management Plan for approval prior to the first Occupation of the Development and once approved the management and maintenance of the Public Open Space shall be carried out in accordance with that approved scheme.

2 MANAGEMENT AND MAINTENANCE OF THE PUBLIC OPEN SPACE

- 2.1 Upon the Public Open Space being completed to the Council's reasonable satisfaction in accordance with the approved Public Open Space Plan the Owner shall either:
- (a) transfer title for the Public Open Space on that Phase to a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) on the terms agreed between the Owner and the Management Company in consultation with the Council and all further maintenance shall be thereafter carried out by the Management Company PROVIDED THAT it shall be a term of the transfer that the Management Company shall:
 - (i) maintain and manage in perpetuity the Public Open Space in accordance with the Public Open Space Management Plan or any variations that may be agreed in writing from time to time; and
 - (ii) only allow the use of the Public Open Space for public access and recreation and for no other purpose; or
 - (b) maintain and manage in perpetuity the Public Open Space in accordance with the approved Public Open Space Plan (or any variations that may be agreed in writing between the Owner and the Council from time to time) IN DEFAULT OF WHICH the Council shall be entitled (upon giving reasonable prior written to the Owner) to carry out any maintenance works reasonably required to the Public Open Space and recover the proper and reasonable costs and expenses involved from the Owner.
- 2.2 The Owner hereby declares that pursuant to Section 31(6) Highways Act 1980 that the Public Open Space has not been dedicated to the public nor is any use by the public of any part of the Public Open Space to be taken in any way as an intention by the Owner to dedicate the same as highway.
- 2.3 The Owner shall allow public access to the Public Open Space SUBJECT ALWAYS to the following provisions:
- (a) access to the Public Open Space shall be subject to such requirements and regulations as may from time to time be imposed by the Owner having regard to overriding reasons of safety, security and prudent building management PROVIDED THAT such requirements and regulations shall not be imposed without the Council's prior approval; and
 - (b) the Owner may erect notices on the Public Open Space and access to the Public Open Space may be denied by the Owner for one day each year in order to prevent public rights of way or common rights coming into being;

- (c) the Owner may close the Public Open Space or any part thereof for reasonable periods by reason of:
 - (i) emergency;
 - (ii) cleansing, maintenance and repair;
 - (iii) at the direction of the emergency services or other lawful authority; and
 - (iv) construction activities whilst the Development is being carried out.

SCHEDULE 4

FINANCIAL CONTRIBUTIONS

1 MONITORING FEES

To pay the Monitoring Fees to the Council prior to Commencement of the Development and not to Commence the Development without having paid the Monitoring Fees to the Council.

2 SECONDARY EDUCATION CONTRIBUTION

2.1 The Owner shall not permit more than 50% of the Occupations until 50% of the Secondary Education Contribution has been paid to the Council.

2.2 The Owner shall not permit more than 75% of the Occupations until 100% of the Secondary Education Contribution has been paid to the Council.

3 HIGHWAYS CONTRIBUTION

3.1 The Owner shall not cause or permit Commencement of the Development until it has paid £70,000 of the Highway Contribution to the Council.

3.2 The Owner shall not permit more than 75% of the Occupations until 100% of the Highway Contribution has been paid to the Council.

4 OFF SITE SPORTS CONTRIBUTION

4.1 The Owner shall not cause or permit Commencement of the Development until it has paid 50% of the Off Site Sports Contribution to the Council.

4.2 The Owner shall not permit more than 50% of the Occupation until 75% of the Off Site Sports Contribution has been paid to the Council

4.3 The Owner shall not permit more than 75% of the Occupations until 100% of the Off Site Sports Contribution has been paid to the Council.

5 CAR PARK CONTRIBUTION

The Owner shall not cause or permit Commencement of the Development until it has paid the Car Park Contribution to the Council.

6 TREE PIT MAINTENANCE CONTRIBUTION

The Owner shall pay the Tree Pit Maintenance Contribution on the installation of the Tree Pits.

SCHEDULE 5

AFFORDABLE HOUSING

- 1 The Owner hereby covenant as follows:

PART 1

AFFORDABLE HOUSING

- 1.1 To provide the Affordable Dwellings in accordance with the Affordable Housing Plan unless otherwise varied by way of agreement between both parties.
- 1.2 Not to allow or permit the Commencement of Development until the Owner has submitted to the Council and the Council have approved in writing a scheme ("**Affordable Housing Scheme**") relating to the provision of the Affordable Dwellings on the Site such scheme to provide details of the following:
- (a) the mix and tenure of the Affordable Dwellings as set out in the above definition of "Affordable Dwellings";
 - (b) the layout of each Affordable Dwelling by reference to tenure and including the number of habitable rooms proposed for each Affordable Dwelling, together with the gross internal floorspace of each of the Affordable Dwellings;
 - (c) how the Affordable Dwellings will be transferred to a Registered Provider(s) at the Discounted Purchase Price for subsequent allocation in accordance with paragraph 1.5 of this Schedule 5 or otherwise disposed of as Affordable Dwellings;
 - (d) the build sequence and implementation programme relating to the linkages between the Occupation of the Open Market Dwellings and the delivery of the Affordable Dwellings to be provided on the Site;
 - (e) how the Owner will ensure that the Affordable Dwellings will initially be occupied as Affordable Housing (in accordance with the definition of Affordable Housing published by the government within the National Planning Policy Framework or any successor document which is in place at the time that the Affordable Housing Scheme is submitted) and any provisions which will be made to ensure that the Affordable Dwellings will continue to be treated as Affordable Housing for the benefit of any future owners occupiers or tenants; and
 - (f) an appropriate method for addressing the position in the event that there is lack of interest from Registered Provider(s) in taking any Affordable Dwellings at the Discounted Purchase Price which are proposed to be disposed of to a Registered Provider.
- 1.3 Within 30 Working Days (or within such other time period that the Council may reasonably require and which may be agreed in writing between the Council and the Owner within the initial 30 working day period) of the Council receiving from the Owner or an Affordable Housing Scheme the Council will notify the Owner in writing of its approval to the Affordable Housing Scheme proposed by the Owner or will acting reasonably provide in writing its proposed amendments to the Affordable Housing Scheme pursuant to which the Owner acting reasonably shall submit an Affordable Housing Scheme incorporating those amendments as are reasonable and accepted PROVIDED THAT if the Council does not notify the Owner of its approval or proposed amendments to the Affordable Housing Scheme within 30 Working Days (or such other period of time that may be agreed) it shall be deemed that the Council has approved the Affordable Housing Scheme submitted by the Owner AND FURTHER PROVIDED THAT if agreement (including deemed agreement) cannot be reached between the Council and the

Owner within 40 Working Days of the date of the submission of the Affordable Housing Scheme to the Council (or such other period of time that may be agreed) then the provisions of clause 11 of this Agreement relating to Expert determination can be invoked by any Party in relation to only those matters that are in dispute. Such provision to apply in the event that the agreed affordable housing tenure mix needs to be varied by agreement with the Council.

- 1.4 Upon receipt of the Council's approval or deemed approval to an Affordable Housing Scheme pursuant to paragraph 1.2 of this Schedule (or upon receipt of expert determination in relation to an Affordable Housing Scheme if applicable) to construct the Affordable Dwellings in accordance with the Planning Permission, approved plans and approved Affordable Housing Scheme and with the benefit of a recognised new build insurance or guarantee certificate compliant with the Council of Mortgage Lenders handbook current at the time of the Commencement Date and to deliver those Affordable Dwellings in accordance with the approved Affordable Housing Scheme and the provisions of this Agreement.
- 1.5 To serve on the Council a Commencement Notice 14 days prior to the Commencement of Development.

Transfer of the Affordable Dwellings

- 1.6 As soon as reasonably practicable following the Commencement of Development the Owner shall market the Affordable Dwellings for transfer to a Registered Provider for subsequent allocation in accordance with the approved Affordable Housing Scheme.
- 1.7 In the event that the Council is reasonably satisfied (expressed in writing) that the Owner has taken all reasonable steps to transfer the unsold Affordable Dwellings to a Registered Provider in accordance with the approved Affordable Housing Scheme and have been provided with written evidence of the Owners endeavours to secure such transfer then it shall notify the Owner accordingly and the Owner may elect to pay to the Council the Affordable Housing Contribution.
- 1.8 Upon receipt by the Council of an Affordable Housing Contribution the Owner shall be entitled to dispose of any unsold Affordable Dwellings on the open market free of the restrictions in this Schedule 5.

Occupation and General Provisions

- 1.9 Save with the consent in writing of the Council each of the Affordable Dwellings shall be Occupied in accordance with the approved Affordable Housing Scheme,

PROVIDED THAT this clause shall not be binding upon:

- (a) on any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and all their respective mortgagees and chargees; and/or
- (b) on any Chargee or any person deriving title from the Chargee or any successors in title thereto and all their mortgagees and chargees who has first complied with the Chargee's Duty in clause 1.10 below.

Chargees Duty

- 1.10 The affordable housing provisions in this Schedule 5 shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee 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

Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver
PROVIDED THAT:

- (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (b) if such disposal has not completed within the three-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions in this Agreement which provisions shall determine absolutely.

THE ANNEX

AFFORDABLE HOUSING TENURE MIX

Affordable Rent (25%)

Beds/Persons	Min SqFt	Min SqM	No. Units	% of Tenure Mix
2 bed 4 person house	850	79	6	50%
3 bed 5 person house	1001	93	2	17%
4 bed 5 person house	1044	97	4	33%
			12	100%

Shared Ownership Dwellings (75%)

Beds/Persons	Min SqFt	Min SqM	No. Units	% of Tenure Mix
2 bed 4 person house	850	79	20	57%
3 bed 5 person house	1031	96	9	26%
3 bed 5 person house	1001	93	6	17%
			35	100%

TOTAL			47	
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SCHEDULE 6

PRIMARY SCHOOL SITE

- 1 The Owner shall make provision within the Development for the Primary School Site and shall ensure that the Primary School Site is Reserved until such time as the Primary School Site is transferred to the Council or is released from the obligations contained in this Schedule 6 in accordance with paragraph 3.
- 2 The Council may at any time prior to the Occupation of 150 Dwellings (or such other time period as the Owner and the Council may agree in writing) call for a transfer of the Primary School Site for the purposes of providing the Primary School. The Council may also at any time prior to Occupation of 150 Dwellings notify the Owner that they no longer require the Primary School Site to be Reserved, in which case the Owner is released from its obligations contained in this Schedule 6 in accordance with paragraph 3.
- 3 If the Council does not serve written notice on the Owners calling for a transfer of the Primary School Site within the period specified in paragraph 2 above, then the obligations in this Schedule shall cease to apply in respect of the Primary School Site.
- 4 If the Council does call for a transfer of the Primary School Site in accordance with paragraph 2 of this Schedule 6 then within one month of the acceptance or deemed acceptance of the Primary School Site by the Council the Owner shall offer to transfer the same to the Council or its nominee and thereafter use reasonable endeavours to conclude the transfer to the Council or its nominee as soon as reasonably practicable. PROVIDED ALWAYS THAT if the transfer of the Primary School Site does not take place within a reasonable period of time then the transfer shall be deemed not to be necessary and the Owner shall be released from its obligations under this Schedule 6.
- 5 The Primary School Site shall be transferred to the Council with vacant possession, at the Nominal Transfer Price and subject to the Standard terms of Transfer.
- 6 Only once the Primary School Site is transferred to the Council shall a restriction be placed on the title of the Primary School Site to ensure that the land can only be used as a primary school. If the Primary School Site is never transferred in accordance with paragraphs 3 or 4 of this Schedule 7 then this restriction shall not apply.
- 7 The Owner shall grant such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and passage of services and other rights) so as to ensure that the Council can access and bring services to the boundary of the Primary School Site from the adopted highway, without the need for further rights. Such rights of access to the Primary School Site shall be granted in perpetuity.

SCHEDULE 7

CAR PARK LAND

- 1 The Owner shall make provision within the Development for the Car Park Land and shall ensure that the Car Park Land is Reserved until such time as the Car Park Land is transferred to the Council or is released from the obligations contained in this Schedule 7 in accordance with paragraph 3.
- 2 The Council may at any time prior to the Occupation of 150 Dwellings (or such other time period as the Owner and the Council may agree in writing) call for a transfer of the Car Park Land. The Council may also at any time prior to Occupation of 150 Dwellings notify the Owner that they no longer require the Car Park Land to be Reserved, in which case the Owner is released from its obligations contained in this Schedule 7 in accordance with paragraph 33.
- 3 If the Council does not serve written notice on the Owners calling for a transfer of the Car Park Land within the period specified in paragraph 2 above, then the obligations in this Schedule shall cease to apply in respect of the Car Park Land.
- 4 If the Council does call for a transfer of the Car Park Land in accordance with paragraph 2 of this Schedule 6 then within one month of the acceptance or deemed acceptance of the Car Park Land by the Council the Owner shall offer to transfer the same to the Council or its nominee and thereafter use reasonable endeavours to conclude the transfer to the Council or its nominee as soon as reasonably practicable. PROVIDED ALWAYS THAT if the transfer of the Car Park Land does not take place within a reasonable period of time then the transfer shall be deemed not to be necessary and the Owner shall be released from its obligations under this Schedule 7.
- 5 The Car Park Land shall be transferred to the Council with vacant possession at the Nominal Transfer Price and subject to the Standard terms of Transfer.
- 6 Only once the Car Park Land is transferred to the Council shall a restriction be placed on the title of the Car Park Land to ensure that the land can only be used as a place for the temporary siting of vehicles. If the Car Park Land is never transferred in accordance with paragraphs 33 or 4 of this Schedule 7 then this restriction shall not apply.

SCHEDULE 8

COUNCIL'S COVENANTS (GENERAL)

1 RECEIPT OF FINANCIAL CONTRIBUTIONS

- 1.1 The Council will issue separate receipts on request for any sum paid to the Council under this Deed.
- 1.2 The Council will place all sums received under this Deed in an interest bearing account or in separate accounts as the Council shall at its discretion decide.
- 1.3 The Council will not apply the Contributions or any sums received pursuant to this Deed for any purpose other than as described in this Deed.

2 REPAYMENT OF FINANCIAL CONTRIBUTIONS

Any Contributions received by the Council under this Deed (or part or parts thereof) which are not expended or Committed within 10 (ten) years of the date of payment shall, upon the written request of the paying party, be returned to that party or its nominee together with any interest accrued.

3 PERFORMANCE

Upon the reasonable written request of the Owner after any of the Planning Obligations have been performed the Council will issue written confirmation thereof and will thereafter cancel all relevant entries in the register of local land charges.

SCHEDULE 9

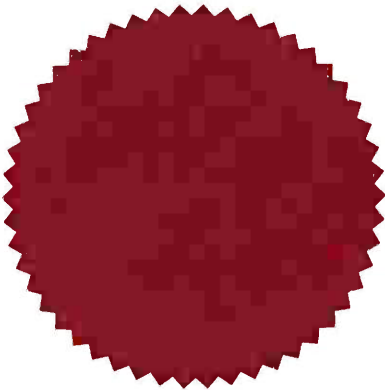
STANDARD TERMS OF TRANSFER

- 1 The Cark Park Land and the Primary School Site shall be transferred according to the Law Society's Standard Conditions of Sale (5th Edition) so far as they are applicable to a sale by private deed and each area shall be transferred subject to:
 - 1.1 all matters registrable or capable of registration as local land charges (whether before or after the date hereof);
 - 1.2 all entries proposals or requirements affecting or relating to the land to be transferred given or made by a Government Department statutory undertaker or other public body or local authority (whether before or after the date hereof); and
 - 1.3 all rights easements created easements or privileges in the nature of light air drainage way passage and the light use enjoyed by or over the land to be transferred.
- 2 The transfer shall:
 - 2.1 be for a consideration of £1 and be made with full title guarantee;
 - 2.2 be a fee simple estate in the land thereby transferred with vacant possession;
 - 2.3 reserve in favour of the Owners any usual and necessary rights and easements to enable the proper construction, maintenance, and use of the Development and to use existing Services insofar as they are necessary;
 - 2.4 include a requirement that the transferee shall promptly upon reasonable request enter into any necessary agreements, deeds and/or leases for the use, adoption or dedication of any Services in the land (and to procure that any mortgagee or tenant does likewise);
 - 2.5 impose a restriction on the use of the Primary School Land transferred so that the Primary School Site may only be used for the purposes of an educational institution serving the local area and charging no fees for admission unless the circumstances set out in paragraph 2.6 (b) apply.

Executed as a Deed (but not delivered until the date of it) by the affixing of
**THE COMMON SEAL of
ROCHDALE BOROUGH COUNCIL**

J. Hurst

**Authorised Sealing Officer
(A permanent Officer of the Council)**



Executed as a deed (but not delivered until the date of it)
BLOOR HOMES LIMITED by

42135

.....
acting by:
Signed by:
Mark Slade
.....
A58456B8FDF04C7.....

.....
Attorney:
Sarah-Jane Elliott
.....
A9262387A1C74E3.....

Witness

SARAH-JANE ELLIOTT
.....
Witness name

BLOOR HOMES LTD, SWADLINCOTE DE12 7JP
.....
Witness address

MANAGEMENT ACCOUNTANT
.....
Witness occupation

Signed by:
Richard Gadd
.....
09F3F772AFB8498.....

.....
Attorney:
Signed by:
Adam Lowe
.....
344GB668177B4FD.....

Witness

ADAM LOWE
.....
Witness name

Bloor Homes, Ashby Road, Measham, Swadlincote, Derbyshire, DE12 7JP
.....
Witness address

Management Accountant
.....
Witness occupation