

DATED

17th January

2018⁹

28/1

(1) UNITY HOUSING ASSOCIATION LIMITED

AND

(3) KIRKLEES COUNCIL

**Planning obligation under section 106 of the Town and Country
Planning Act 1990 relating to Land at Serpentine Road, Cleckheaton**

THIS DEED is made the

17th day of January 2018⁹ *SW*

BY

- (1) **UNITY HOUSING ASSOCIATION LIMITED** : A registered society under the Co-Operative and Community Benefit Societies Act 2014 with registered number 25616R whose registered office is at 113-117 Chapeltown Road, Leeds
("the Owner")

AND

- (3) **KIRKLEES COUNCIL** : Of Town Hall Ramsden Street Huddersfield HD1 9AA
("the Council")

BACKGROUND

- (1) The Council is the local planning authority for the purposes of Section 106 of the Act for the area within which the Land is located and the local planning authority by whom the planning obligations in this Deed are enforceable.
- (2) The Owner acquired the Land by virtue of a transfer dated 26th March 2018 and is the registered proprietor at the Land Registry under title number YY110906ts application to register itself as the freehold owner with title absolute of the Land is pending at the Land Registry.
- (3) The Land forms part of a development approved by planning permission 2017/91677 ("the Planning Permission") for the erection of 43 retirement living apartments, 83 bed care home with provision of communal facilities, landscaping and car parking and erection of 7 affordable dwellings which is subject to an Agreement dated 23rd March 2018 between Tesco Stores Limited (1) McCarthy & Stone Retirement Lifestyles Limited (2) the Council (3) ("the Principal Agreement") relating to land at Serpentine Road Cleckheaton more particularly shown edged red on the plan annexed to the Principal Agreement;
- (4) The Planning Permission and the Principal Agreement indicated that delivery of the Affordable Housing Units would be in accordance with the Planning Permission and condition 18 of the Planning Permission provides that 7 town houses shown on plan NE 2106 03 01 AC 002 shall be completed prior to occupation of 60% of the Retirement Living Units
- (5) Plan 2 annexed to the Principal Agreement indicated the location of the delivery of the Affordable Housing Units on the Land as an element of the development to be delivered separately
- (6) The Owner has by planning application reference number 2018/92863 and dated 28th August 2018 and validated by the Local Authority 3rd September 2018 ("the Planning Application") applied to the Council for permission to develop the Land for the provision of Affordable Housing Units in the manner and for the uses set out in the Planning Application and in the plans

specifications and particulars deposited with the Council and forming part of the Planning Application.

- (7) The parties have agreed that delivery of the Affordable Housing Units will be in accordance with the Revised Planning Permission

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

In this Deed:

- 1.1 the following words and expressions shall have the following meanings unless otherwise stated:

“Act” : means the Town and Country Planning Act 1990 (as amended).

“Affordable Housing” : means social rented, affordable rented and intermediate housing or such other types of affordable housing as may be subsequently be included in the definition of Affordable Housing in the National Planning Policy Framework dated 27 March 2012 or any amendment or replacement thereof provided to eligible households whose needs are not met by the open market.

“Affordable Housing Provider” : means (i) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 ; or (ii) a company or body specialising in the delivery of Affordable Housing as may be agreed in writing by the Council;

“Affordable Housing Units” : The seven Dwellings to be Occupied as Affordable Housing and shown for the purposes of identification only on Plan 2.

“Commencement of Development” : means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out pursuant to the Planning Permission granted in respect of the Planning Application other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, works to remove the existing substation, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services,

erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" and "Commenced Development" shall be construed accordingly.

- "Deed"** : means this document, including the schedules.
- "Land"** : means the land located at Serpentine Road, Cleckheaton shown for the purposes of identification edged red on Plan 1.
- "Occupation" and "Occupied"** : means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing and Occupy shall be construed accordingly.
- "Practically Completed"** : means in respect of an Unit that it has been substantially constructed (save for minor defects) so that it is suitable for Occupation
- "Plan 1"** : means the plan attached to this Deed and labelled "Plan 1".
- "Plan 2"** : means the plan attached to this Deed and labelled "Plan 2".
- "Revised Planning Permission"** : means planning permission 2018/92863 for the construction and delivery of the Affordable Housing Units subject to conditions to be granted by the Council pursuant to the Planning Application in the form of the draft annexed to this Deed at Schedule 2.
- "Unit"** : Means any house or apartment or other unit of accommodation, including Affordable Housing Unit constructed pursuant to the Planning Permission
- "Working Day"** : means any day from Monday to Friday (inclusive) that is not Christmas Day, Good Friday or a statutory Bank Holiday.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Clause headings shall not affect the interpretation of this Deed.
- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.6 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.8 References to any party to this Deed shall (subject to clause 5.1 and 5.2) include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.9 The headings and contents list are for reference only and shall not affect construction.

3. THE PLANNING OBLIGATIONS

- 3.1 This Deed constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 3.2 The obligations set out in Schedule 1 of this Deed constitute planning obligations for the purpose of section 106 of the Act and the planning obligations are to be discharged by the Owner and are enforceable against them and any person deriving title from them (subject to clause 5.1 and 5.2).
- 3.3 This Deed shall come into effect upon the grant of the Planning Permission with the exception of the obligations contained in clause 4 and within schedule 1 which shall not come into effect until Commencement of Development and clause 10 which shall come into effect on the date of this Deed.

4. COVENANTS TO THE COUNCIL

The Owner covenants with the Council to observe and perform the covenants and obligations on their part contained within Schedule 1.

5. ENFORCEABILITY

- 5.1 The Council shall not enforce any breach of a covenant, restriction or obligation contained in this Deed against any person after such person has parted with its interest in the Land except in respect of any breach subsisting prior to parting with such interest and neither the reservation of any rights or the inclusion of any covenants or restrictions over the Land in any transfer of the Land will constitute the retention of an interest for the purposes of this clause.
- 5.2 The Council shall not seek to enforce any provision of this Deed against -
- 5.2.1 any owner-occupier, tenant or mortgagee of a Unit (save for an owner-occupier or tenant of an Affordable Housing Unit who shall be bound by paragraph 1 of Schedule 1); or
 - 5.2.2 An Affordable Housing Provider who acquires an interest in the Land; or
 - 5.2.3 a statutory undertaker (within the meaning of section 262 of the Act) who acquires any interest in the Land.
- 5.3 The obligations in this Deed shall cease to have effect if prior to the Commencement of Development the Planning Permission:
- 5.3.1. expires;
 - 5.3.2. is varied or revoked other than at the request of the Owner;
 - 5.3.3. is quashed or otherwise withdrawn; or
 - 5.3.4. an alternative planning permission is granted in respect of the Land and that planning permission is implemented by the carrying out of a material operation pursuant to section 56(4) of the Act.

6. LEGAL CHALLENGE

- 6.1 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:
- 6.1.1. until such time as such proceedings or challenge including any appeal have finally been resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the grant of the Planning Permission unless the Development has been Commenced;
 - 6.1.2. if following the conclusion of such proceedings or challenge the Planning Permission is quashed then this Deed will cease to have

any further effect as from the date upon which the Planning Permission is quashed

6.1.3. Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used), the following provisions have application:

6.1.3.1 Proceedings by way of judicial review are concluded:

- (a) when permission to apply for judicial review has been refused and no further application may be made; or
- (b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (c) when any appeal is finally determined.

6.1.3.2 Proceedings under section 288 of the Act or in respect of any other legal challenge are concluded:

- (a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (b) when any appeal is finally determined.

7. FUTURE PERMISSIONS

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

8. NOTICES

8.1 Any notice required to be given under this Deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address or as otherwise specified by the relevant person by notice in writing to each other person

8.2 Any notice shall be deemed to have been duly received:

- 8.2.1. if delivered personally, when left at the address set out in this Deed;
- 8.2.2. if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting; or
- 8.2.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

9. MISCELLANEOUS

Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

10. COSTS

The Developer shall pay the Council's reasonable legal fees incurred in the negotiation preparation and execution of this Deed on completion of this Deed.

11. CHANGE OF OWNERSHIP

The Owner covenants to give the Council written notice following any change in ownership of any of its freehold interest in the Land 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 Land purchased by reference to a plan save for the transfer of any individual Unit or of any part of the Land to a statutory undertaker.

12. THIRD PARTY RIGHTS

No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

13. SEVERANCE

Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

14. VAT

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

15. PRINCIPAL AGREEMENT

- 15.1 Pursuant to Section 106A of the Act, the Council hereby releases the Land from compliance with the Principal Agreement and covenants not to enforce the planning obligations contained in the Principal Agreement or any breach of them against the Owner and its successors in title to the Land;

16. JURISDICTION

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

17. DELIVERY

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

IN WITNESS whereof the parties hereto have executed as a deed on the day and the year first before written.

SCHEDULE 1 – COVENANTS BY THE OWNER

The Owner covenants with the Council as follows:

1. Subject to paragraphs 2 and 3 below, the Affordable Housing Units shall at all times be occupied and managed as Affordable Housing by an Affordable Housing Provider.
2. None of the covenants obligations and restrictions set out in this Schedule shall apply to:
 - 2.1 a tenant of an Affordable Housing Unit held under a shared ownership or shared equity lease who has exercised his right to “staircase” to 100% or has taken the transfer of the Landlord’s freehold interest in the Affordable Housing Unit; or
 - 2.2 a tenant who has successfully exercised a statutory right under the provisions of the Housing Act 1996 and/or the Housing Act 2004.
3. In the event only that there is a default under any legal charge or mortgage secured upon the Affordable Housing Units then a chargee mortgagee or a security trustee or any other provider of loan or security finance or other person holding a charge (the “Lender”) upon the Affordable Housing Units or any one of them or any receiver (including an administrative receiver or housing administrator) (“Receiver”) appointed by a Lender of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Lender or Receiver (together “the RP Mortgagee”) shall be entitled to dispose of an Affordable Housing Unit free from the obligations contained in this Deed and for the avoidance of doubt the provisions of this Schedule 1 and any other provisions in this section 106 Agreement relating to the provision of Affordable Housing shall not be binding on the Lender, the Receiver, the RP Mortgagee or any successors in title thereto.



**Town and Country Planning (Development Management Procedure) (England)
Order 2015**

PLANNING PERMISSION FOR DEVELOPMENT (DRAFT)

**NOTE: This approval should be read in conjunction with an Agreement made
under Section 106 of the Town and Country Planning Act 1990**

Application Number: 2018/70/92863/E

To: West and Machell Architects
1, North West Business Park
Servia Hill
Leeds
LS6 2QH

For: WAYNE NOTEMAN, UNITY HOUSING DEVELOPMENT SERVICES LTED

**In pursuance of its powers under the above-mentioned Act and Order the
KIRKLEES COUNCIL (hereinafter called "The Council") as Local Planning
Authority hereby permits:-**

VARIATION CONDITION 18 (RETIREMENT LIVING UNITS) ON PREVIOUS
PERMISSION 2017/91677 FOR ERECTION OF 43 RETIREMENT LIVING
APARTMENTS, 83 BED CARE HOME WITH PROVISION OF COMMUNAL
FACILITIES, LANDSCAPING AND CAR PARKING AND ERECTION OF 7
AFFORDABLE DWELLINGS

At: LAND AT, SERPENTINE ROAD, CLECKHEATON, BD19 3NA

**In accordance with the plan(s) and applications submitted to the Council on
03-Sep-2018, subject to the condition(s) specified hereunder:-**

1. The development hereby permitted shall be carried out in complete accordance with the plans and specifications schedule listed in this decision notice, except as may be specified in the conditions attached to this permission, which shall in all cases take precedence.

Reason: For the avoidance of doubt as to what is being permitted and so as to ensure the satisfactory appearance of the development on completion, and to accord with

Policies BE1, BE2, BE12 and T10 of the Kirklees Unitary Development Plan, PLP21 and PLP24 of the emerging Local Plan and guidance in the National Planning Policy Framework.

2. The development hereby approved shall be carried out in accordance with the submitted 'Phasing Plan'. In the interests of clarity the phasing of development comprises the following areas which shall be hereafter referred to as:

- Phase 1 – McCarthy and Stone Retirement Lifestyles Limited
- Phase 2 – Darrington Healthcare
- Phase 3 – RSL

Reason: To ensure that the details of the impacts of the development are fully understood in accordance Policies BE1 and BE2 of the Kirklees Unitary Development Plan, Policy PLP24 of the Kirklees Publication Draft Local Plan and guidance in the National Planning Policy Framework.

3. Prior to the commencement of phase 3 of the development, a schedule of external materials, indicating types, colours and finishes of bricks and tiles and hard surfaces to be used in respect of that particular phase, shall be submitted to and approved in writing by the Local Planning Authority, and the approved materials shall be used in the implementation of the development of that particular phase and thereafter so retained.

Reason: In the interests of visual amenity and to accord with Policies BE1 and BE2 of the Kirklees Unitary Development Plan, PLP24 of the emerging Local Plan and guidance in the National Planning Policy Framework.

4. No above ground works shall take place within phase 2 or 3 until the means of protecting the existing 4" water main and the 3" water main that are laid within the site boundary have been submitted to and approved by the Local Planning Authority and the approved works have been implemented. If the protective measures are to be achieved via diversion or closure of the pipe, the developer shall submit evidence to the Local Planning Authority that the diversion or closure has been agreed with the relevant statutory undertaker and that prior to construction in the affected area, the approved works have been undertaken.

Reason: In the interest of protecting essential infrastructure in accordance with Policy PLP4 of the emerging Local Plan as well as guidance in the National Planning Policy Framework.

5. Phase 3 of the development shall not commence until a scheme detailing foul and surface water drainage, (including off site works, outfalls, balancing works, plans and longitudinal sections, hydraulic calculations, existing drainage to be maintained/diverted/abandoned) has been submitted to and approved in writing by the Local Planning Authority. None of the buildings within each respective phase shall be occupied until such approved drainage scheme has been provided on the site to serve the development to which the buildings relate and thereafter retained.

Reason: To ensure the provision of adequate and sustainable systems of drainage in the interests of mitigating flood risk elsewhere and to accord with PLP28 of the emerging Local Plan and guidance in the National Planning Policy Framework.

6. Phase 3 of the development shall not commence until a scheme restricting the rate of surface water discharge from the site to the same outfall at similar points of connection to a maximum of 70% of the existing pre-development flow rate to the same outfall, has been submitted to and approved in writing by Local Planning Authority. The drainage scheme shall be designed to attenuate flows generated by the critical 1 in 30 year storm event as a minimum requirement. Volumes generated above those of the critical 1 in 30 year event up to and including the critical 1 in 100 year storm event with a 20% allowance for climate change shall be stored on site in areas to be approved in writing by the Local Planning Authority. The scheme shall include a detailed maintenance and management regime for the storage facility including the flow restriction. There shall be no piped discharge of surface water from the development and no part of the development shall be brought into use until the flow restriction and attenuation works comprising the approved scheme have been completed. The approved maintenance and management scheme shall be implemented thereafter.

Reason: To ensure the provision of adequate and sustainable systems of drainage in the interests of mitigating flood risk elsewhere and to accord with PLP28 of the emerging Local Plan and guidance in the National Planning Policy Framework.

7. Above ground works within phase 3 shall not commence until a full landscaping scheme of soft and hard landscaping works has been submitted to and approved in writing by the Local Planning Authority. The approved landscaping scheme within each respective phase of development shall be implemented by the end of the first planting season following the occupation of any building within each respective phase. The approved landscaping scheme shall, from its completion, be maintained for a period of five years. If, within this period, any tree, shrub or hedge shall die, become diseased or be removed, it shall be replaced with others of similar size and species unless the Local Planning Authority gives its written consent to any variation.

Reason: In the interests of visual amenity and biodiversity to accord with Policies BE1 and BE2 of the Unitary Development Plan, PLP24 and PLP30 of the emerging Local Plan and guidance in the National Planning Policy Framework.

8. Occupation of any building within phase 3 shall not take place until details of refuse/bin storage areas and any structures required to store bins and proposed collection points for refuse/bins has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details and none of the buildings brought into use within each respective phase of development until the agreed details have been provided. The refuse/bin storage and collection areas so approved shall thereafter be retained.

Reason: In the interests of highway safety and to accord with Unitary Development Plan Policy T10 and PLP21 of the emerging Local Plan.

9. Prior to the occupation of any building within each phase of the development the parking areas detailed on the approved plans shall be laid out and provided in full prior to the occupation of any building within each respective phase.

Reason: In the interests of residential and visual amenity and character of the surrounding area, in the interests of highway and pedestrian safety and to accord with Policies BE1, BE2 and T10 of the Kirklees Unitary Development Plan, Policies PLP24

and PLP52 of the emerging Local Plan, and guidance in the National Planning Policy Framework.

10. Phase 3 of development shall not commence until a Construction Method Statement (CMS) has been submitted to and approved in writing by the Local Planning Authority. The CMS for each phase shall include details of the following:

- (i) hours for site preparation, delivery of materials and construction;
- (ii) the parking of vehicles of site operatives and visitors;
- (iii) loading and unloading of plant and materials;
- (iv) storage of plant and materials used in constructing the development;
- (v) the erection and maintenance of security hoarding;
- (vi) wheel washing facilities;
- (vii) measures to control the emission of dust and dirt during construction;
- (viii) a scheme for managing and the recycling/disposing of waste resulting from construction works.
- (ix) location of any portable cabin structures

The duly approved CMS shall be adhered to throughout the construction period and implemented for each respective phase.

Reason: To ensure acceptable arrangements are in place for the construction of this phase of the development in the interests of highway safety and amenity. This is to accord with Policies BE1 and T10 of the Kirklees Unitary Development Plan and PLP21 and PLP52 of the emerging Local Plan.

11. Notwithstanding the requirements of condition 3 (above), the 7no. townhouses (affordable dwellings) as shown on the Overall Masterplan (reference NE-2106-03-01-AC-002 Revision A) and drawing number 3568 (3)003 B, shall be completed prior to 60% of the 43no. Retirement Living Apartments being occupied.

Reason: In order to ensure the delivery of affordable housing in accordance Policy H10 of the Kirklees Unitary Development Plan, the Kirklees Interim Affordable Housing Policy Supplementary Planning Document (2016) and PLP11 of the emerging Local Plan.

Plans and Specifications Schedule:

Plan Type	Reference	Version	Date Received
Overall Masterplan	NE-2106-03-01-AC-002	Rev A	31/08/2017
Site Plan	03-01-AC-018	A	17/05/2017
Contextual Elevation	B01-00-DR-A-00004		17/05/2017
Artist impression	B01-00-DR-A-00005		17/05/2017
Proposed Elevations	B01-00-DR-A-00006		17/05/2017
Proposed floor plans	B01-00-DR-A-00007		17/05/2017

Detailed Elevation	BO1-00-DR-A-00008		17/05/2017
Substation and MSCR	BO1-00-DR-A-00009		17/05/2017
Master Plan	BO1-00-DR-A-00-002	A	17/05/2017
Location Plan	BO1-00-DR-A-90001		17/05/2017
Design and Access Statement			17/05/2017
Master Plan	DB3-B01-00-DR-A-00002	B	17/05/2017
Site Plan	DB3-B01-00-DR-A-00003	B	17/05/2017
Contextual Elevations	DB3-B01-00-DR-A-00004		17/05/2017
Elevations as Proposed	DB3-B01-00-DR-A-00006		17/05/2017
Detailed Elevations	DB3-B01-00-DR-A-0011		17/05/2017
Section F	DB3-B01-00-DR-A-0011		17/05/2017
First Floor Plan	03-01-AC-012	B	17/05/2017
Elevations	03-01-AC-015	A	06/10/2017
Site Plan	03-01-AC-018	D	06/10/2017
Site Sections	03-01-AC-019	A	06/10/2017
Site Plan Site Sections	03-01-AC-020		17/05/2017
Site Waste Management Plan May 17			17/05/2017
Drainage Strategy Layout	NE- 2106-03-DE-001	A	17/05/2017
Proposed Affordable Housing - Site Layout Plan	3568 (1)002 D	-	3/9/2018
Proposed Affordable Housing - Floor Plans	3568 (2)001 A	-	3/9/2018
Proposed Affordable Housing - Elevations	3568 (3)003 B	-	3/9/2018
Roof Plan as proposed	NE-2106-03-AC-014		17/05/2017
Phasing Plan			01/03/2018
Boundary Sections	NE-2106-04-SE-104		14/09/2017
External Works and Boundary Treatments	NE-2106-04-AC-903		26/09/2017
Landscape	NE-2106-03-01-LA-02	B	16/05/2017
Remediation Strategy			17/05/2017
Transport Assessment			16/05/2017
Noise Assessment			16/05/2017
Additional Flood Risk Percolation Test			16/05/2017
Phase 1 Contaminated Land Report	16-075		16/05/2017

Extended Phase 1 Habitat Survey			16/05/2017
Bat survey			16/05/2017
Biodiversity Plan			26/07/2017
Flood Risk Assessment	NE-2106-03-DE-FRA		16/05/2017
Planning Statement			17/05/2017
Level 2 plan as proposed	NE-2106-03-01-AC-012A		15/08/2017

Building Regulations Approval is required for most work involving building operations and/or structural alterations. It is the applicant's responsibility to find out if the work permitted by this planning permission needs approval under the Building Regulations, and if necessary to submit an application. If you are not the applicant can you please ensure the applicant is aware of this requirement. Contact Building Control on Telephone: (01484) 221550 for more information.

It is the applicant's responsibility to find out whether any works approved by this planning permission, which involve excavating or working near public highway and any highway structures including retaining walls, will require written approval from the Council's Highways Structures Section. Please contact the Highways Structures Section on Tel No. 01484-221000 Ext 74199 for further advice on this matter.

Details Reserved by Condition

- This permission has been granted subject to conditions. Some of the conditions may require you to submit further details. These conditions normally contain the wording "**submitted to and approved in writing by the Local Planning Authority**".
- You can apply online for approval of these details at the Planning Portals website at www.planningportal.gov.uk. Alternatively the forms and supporting guidance for submitting an application can be found online at www.kirklees.gov.uk/planning.
- This Authority recognises the need to ensure that you are able to develop the site as effectively and flexibly as possible. However, at the same time it must ensure that development is in accordance with the terms of the planning conditions and legal agreement and the expectations of elected members and local residents set through the decision process.

- You should note the triggers for compliance with the conditions of this planning permission. This Authority is committed to processing applications to discharge conditions in a timely manner. It is important to ensure that submissions are made as far in advance of the trigger to allow time for adequate consultation, discussion and in some circumstances publicity.
- It is important that applications to discharge conditions are accompanied by sufficient information to enable this Authority and its consultees to fully consider and determine the proposals. Whilst officers will endeavour to negotiate solutions, failure to provide a comprehensive submission may result in delay and refusal of the application.
- If you commence work without discharging conditions you are at risk of enforcement action and invalidating your permission if the planning condition is a pre commencement condition.

****COAL NOTE IF REQUIRED****

The application has been publicised by notice(s) in the vicinity of the site. It is respectfully requested that the notice(s) now be removed and responsibly disposed of to avoid harm to the appearance of the area

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within:
 - i) 28 days of the date of service of the enforcement notice, or
 - ii) within the specified period, starting on the date of this notice,whichever period expires earlier.
- If you want to appeal against your Local Planning Authority's decision then you must do so within the specified period, starting on the date of this notice.
- The "specified period" is 12 weeks where the development relates to a "minor commercial application" as defined within the Town and Country Planning (Development Management Procedure) Order 2010 (as amended), or 6 months in any other case.

- Appeals must be made using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at <https://www.gov.uk/planning-inspectorate>. Further information on the Planning Appeal process can be found online at the Planning Inspectorates website <https://www.gov.uk/government/organisations/planning-inspectorate>.
- You must use the correct Planning Appeal Form when making your appeal. If requesting forms from the Planning Inspectorate, please state the type of application that the appeal relates to so they can send you the appeal form you require.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Please note, only the applicant possesses the right of appeal.

Purchase Notices

- If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

An important part of improving our service is to review your feedback on the way that we have dealt with your planning application(s). Please take a couple of minutes to email your comments to dc.admin@kirklees.gov.uk so that we can work on continually improving our customer service. Thank you.

Dated: XXX

Signed:



Karl Battersby
Strategic Director Economy and Infrastructure

Application Plans

The decision notice indicates which plan/s relate to the decision.

Plans can be viewed on the Planning and Building Control web site:

<http://www.kirklees.gov.uk/business/planning/planning.asp>

If a paper copy of the decided plan is required please email:

planning.contactcentre@kirklees.gov.uk

or telephone 01484 414746 with the application number.

There may be a charge for this service.

Address to which all communications should be sent:

Planning, Strategic Investment Service,
PO Box B93, Civic Centre 3, Off Market Street, Huddersfield, HD1 2JR

SCHEDULE 2 – DRAFT PLANNING PERMISSION



EXECUTED as a deed by affixing the)
Common Seal of **UNITY HOUSING**)
ASSOCIATION LIMITED in the)
presence of)



Authorised Signatory

.....
Authorised Signatory

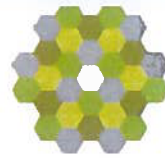
EXECUTED as a deed by affixing the
Common Seal of **KIRKLEES COUNCIL**
in the presence of



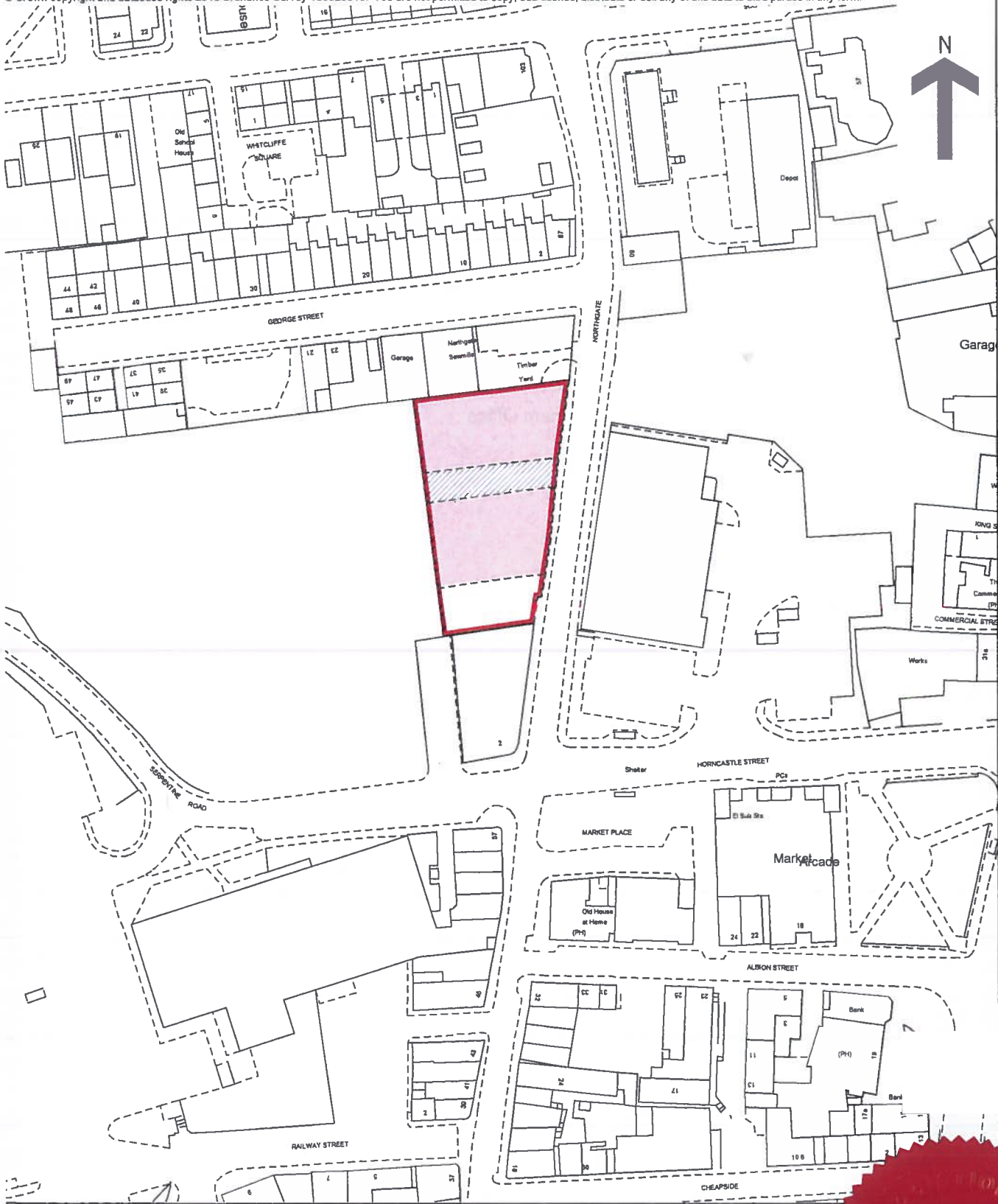
Authorised Signatory

HM Land Registry Official copy of title plan

Title number **YY110906**
Ordnance Survey map reference **SE1825NE**
Scale **1:1250**
Administrative area **West Yorkshire : Kirklees**



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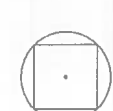
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788



External Works Key

-  Block paved parking space
-  Block paved footpath
-  Grass - new topsoil and turf to all exposed areas, all works to comply with UKA Design and Tech Brief clauses 3.18.25-3.18.30 & 3.18.35
-  Block Top road drainage mechanism to UKA Design and Tech Brief clause 3.18.35
-  Proprietary under external store. Secure locking with 50mm bolts through the structure. Former CRBH ref E164
-  200 Jbs stainless steel on RVP divider with chip-pod cover. Former CRBH ref W12
-  Electric vehicle charging point x 1 per dwelling in occupation of existing one electric vehicle recharging point shall be provided to serve one of the dedicated parking spaces. Cables and ducting fittings shall be of dedicated type. Arise and a maximum demand of 32Amps. The electric and specification to T162 design.

788



0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15M

D 24/08/18 CS Updated for tender.

HOME & RGAINS

11660

Unity
 Northgate, Cleckheaton

Site layout

Drawing No	3568	(1)002	D
Scale	1:100	@ A1	CS / CS
Date	25/01/2018		

west matchell architects
 11 Northwest Business Park Service Hill Leeds LS16 2QH
 email: architects@westmatchell.co.uk www.westmatchell.co.uk