

THIS AGREEMENT is made the 25th day of September Two Thousand and Twenty

BETWEEN HUDDERSFIELD TAXI LTD (Company Registration No: 08361171 whose registered office is at 55 Wakefield Road, Huddersfield, HD5 9AB (hereinafter called "the Owner") of the first part **AND THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall, Ramsden Street Huddersfield West Yorkshire HD1 2TA (hereinafter called "the Council" of the second part

WHEREAS

1. The Council is the local planning authority pursuant to the Town and Country Planning Act 1990 for the Kirklees District within which the Site is situated and by whom the planning obligations within this Agreement are enforceable.
2. The Owner of the Site registered with HM Land Registry under title number YY96694
3. By the provisions of Section 106 of the Town and Country Planning Act 1990 ("the Act") any person interested in land in the area of a local planning authority may by Deed or otherwise enter into a planning agreement in respect of the land.
4. The Council would not be willing to grant the Planning Permission but for this Deed because of the need to:
 - (i) secure an off site public open space contribution in accordance with policy LP63 of the Kirklees Local Plan
 - (ii) secure an affordable housing contribution in accordance with policies the Council in lieu of the provision of on-site Affordable Dwellings

NOW IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

In this Agreement unless the context requires otherwise the following words and expressions shall have the meanings respectively assigned to them in this clause.

"1990 Act" means the Town and Country Planning Act 1990.

"Affordable Housing" means subsidised housing that will be available to persons who cannot afford to rent or buy houses generally on the open market and which has the same meaning given to in Annex 2 of the NPPF".

"Affordable Housing Contribution" means the sum of £58,517.50 (fifty eight thousand five hundred and seventeen pounds and fifty pence)

“Application” means planning application 2019/93920 for the erection of twelve one-bed apartments

“Development” means the development of the Site in accordance with the Planning Permission.

“Dwelling(s)” means dwelling(s) constructed on the Site pursuant to the Planning Permission

“Implementation” means the Implementation of the Planning Permission by the carrying out of any material operation as defined by section 56(4) of the 1990 Act save that the term “material operation” shall not include operations in connection with any works associated with demolition, site clearance, remediation works, environmental investigation, site and soil surveys, erection of fencing to site boundary and “Implement” and “Implemented” shall be construed accordingly.

“NPPF” means the National Planning Policy Framework publicised by the Department for Communities and Local Government.

“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 display or occupation in relation to security operations and “occupy” and “occupant” shall be construed accordingly.

“Off-Site Public Open Space Contribution” means the sum of £14,189.001 (fourteen thousand one hundred and eighty nine pounds and one pence).

“Plan” means the plan annexed hereto

Comment [AK1]: Please provide this.

“Planning Permission” means the planning permission to be granted under reference number 2019/93920

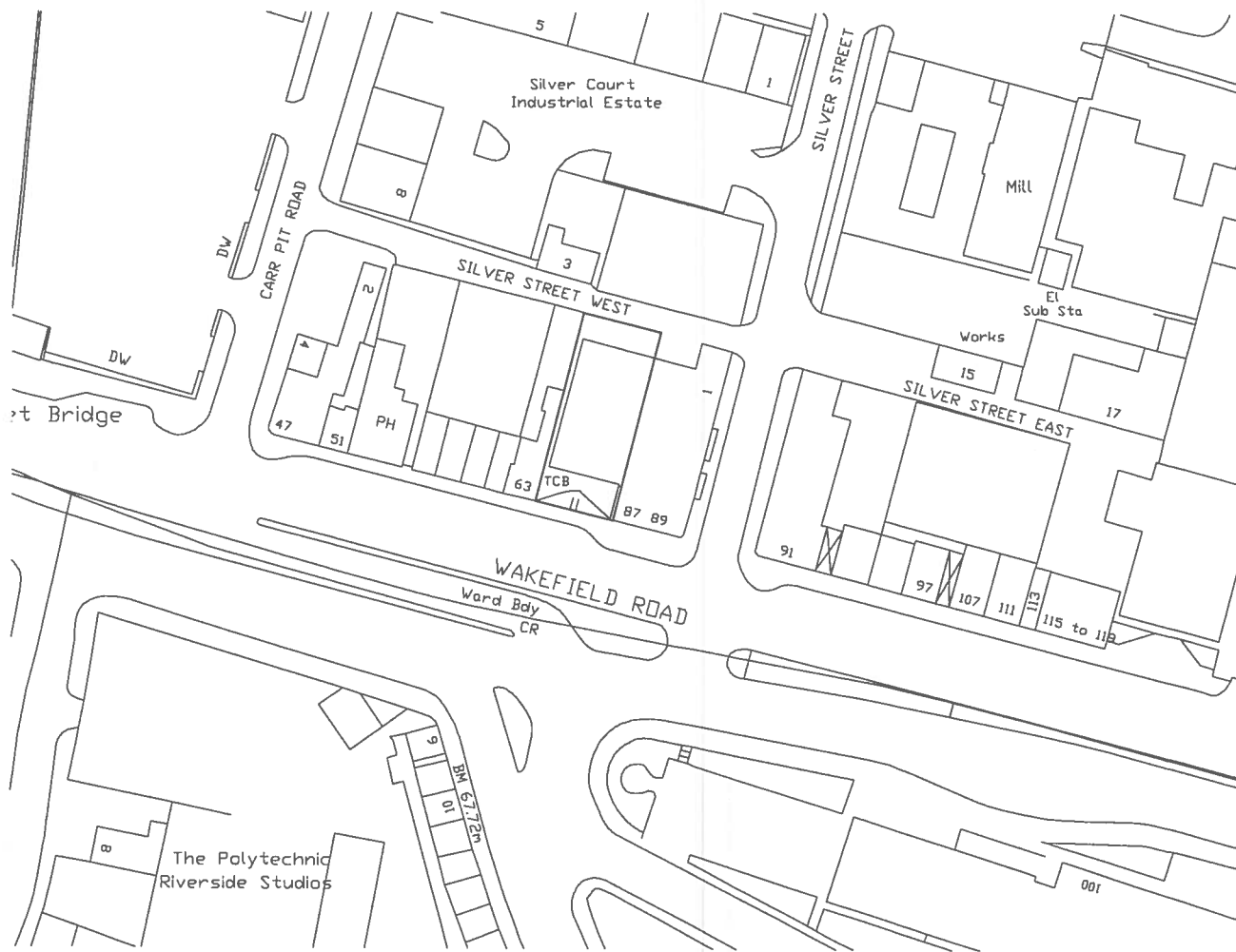
“Site” means and at Wakefield Road, Huddersfield, HD5 9AB

Comment [AK2]: We have amended the wording to reflect how the Site is registered at HMLR, however, if you feel that the original wording is to remain, we have no issue.

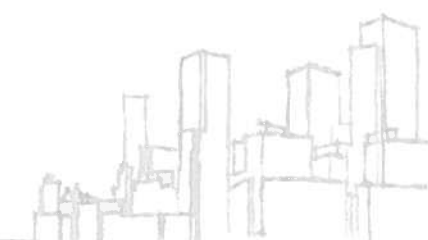
2. GENERAL

- 2.1 The Owner covenants with the Council to observe the restrictions and perform the obligations contained in this Agreement.
- 2.2 The provisions of this Agreement are planning obligations made pursuant to Section 106 of the 1990 Act and all other powers so enabling to the intent that they shall bind the Owner and each and every part of the Site.
- 2.3 The expression "the Council" and the "Owner" shall include their successors in title and assign.
- 2.4 No person shall be liable for breach of any covenant contained in this Deed after he shall have parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 2.5 This Agreement shall not be binding upon the Owner/Occupants of the Dwellings nor upon a mortgagee, chargee or receiver (including administrative receiver) of the affordable dwellings or any person acquiring the same under a statutory right to acquire the same or any lessee under a shared ownership lease who has acquired one hundred percent equity in the Dwelling, or any successor in title to any other parties mentioned in this clause.
- 2.6 This Agreement shall come into effect on the date of Implementation save for clause 2.12 which shall have immediate effect.
- 2.7 If the Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Owner this Agreement shall cease to have effect from the date of the said expiration, revocation, withdrawal or modification (as the case may be) but without prejudice to any rights, liabilities or obligations which may have been incurred by or shall have accrued to any new party prior to this date.

Comment [AK3]: There is no clause 2.13.



Only figured dimensions should be used.
 Scaled dimensions should be checked with the Architect.
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A	Red Line ammended	SD	HG	11.09.2020
rev	description	drwn	auth	date

DO NOT SCALE OFF THIS DRAWING

Purpose of Issue
 Planning Building Regs Other

Client HUDDERSFIELD TAXIS	Project ERECTION OF APARTMENT BLOCK ON LAND AT WAKEFIELD ROAD	Description LOCATION PLAN	Project No 2629	Drawing No L(100)03	Rev A
			Scale 1:1250@A4	Date Drawn 20.11.19	Drawn By SD Auth By JC

4.2 The Council covenant to apply the Affordable Housing Contribution towards the provision Affordable Housing the need for which arises from the development **PROVIDED THAT** if the whole or any part of these sums have not been spent on such purposes within five years of the date of the final payment of the relevant sum then the whole sum or any unspent part plus interest will be repaid to the person who paid the sums or its nominee.

IN WITNESS WHEREOF the parties hereto have caused this Deed to be executed as a Deed

THE CORPORATE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH)
OF KIRKLEES was hereunto affixed)
but not delivered until the date hereof)
In the presence of:-)



Director - Legal, Governānce
& Commissioning /Authorised Signatory

EXECUTED AS A DEED by)
HUDDERSFIELDTAXIS)
acting by **MOHAMMED ALYAS ZAMAN**)
a director)
In the presence of)

Witness Name: ✓

Witness Signatur.....

Witness Name.....

DATED 25th September 2020

**THE COUNCIL OF THE BOROUGH OF
KIRKLEES**

and

HUDDERSFIELDTAXISLTD

DEED

**Under Section 106 of the Town & Country
Planning Act 1990
Land at Wakefield Road, Moldgreen,
Huddersfield, HD5 9AB**

Julie Muscroft
Service Director: Legal, Governance &
Commissioning
Kirklees Council
Second Floor
High Street Buildings
High Street
Huddersfield
HD1 2ND