

Dated 30 January 2025

**PLANNING OBLIGATION BY WAY OF UNILATERAL
UNDERTAKING UNDER SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 RELATING TO LAND AT
WOOLTEX (FORMER NEWSHOLME FOOD GROUP SITE), NEW
HEY ROAD, OAKES, HUDDERSFIELD.**

BY

WOOLTEX SPINNING COMPANY LIMITED

And

DOMUS PROPERTY DEVELOPMENTS LIMITED

To

THE COUNCIL of the BOROUGH of KIRKLEES

THIS DEED is dated 30 January 2025

FROM

(1) **WOOLTEX SPINNING COMPANY LIMITED** (Co. Regn. No. 13465675) of Woodland Mill, Dale Street, Longwood, Huddersfield HD3 4TG (the "First Owner")

AND

(2) **DOMUS PROPERTY DEVELOPMENTS LIMITED** (Co. Regn. No. 09324850) of 80 Greenwich South Street, London SE10 8UN (the "Second Owner")

TO

(3) **THE COUNCIL of the BOROUGH of KIRKLEES** of The Town Hall, Ramsden Street, Huddersfield, West Yorkshire HD1 2TA ("**the Council**").

BACKGROUND

(i) The Council is the Local Planning Authority for the purposes of the TCPA 1990 for the area within which the Property is situated and is the Local Planning Authority by whom the obligations contained in this Unilateral Undertaking are enforceable.

(ii) The First Owner is the leasehold owner of the Property registered at the Land Registry under title numbers YY190976 and YY169774.

(iii) The Second Owner is the freehold owner of the Property registered at the Land Registry under title numbers WYK779672 and WYK528184.

(iii) The First Owner made the Planning Application for permission to develop the Property under reference 2023/62/92317/W in the manner and for the use set out in the plans, specifications and particulars deposited with the Council and forming part of that application.

(iv) The Owners have agreed to enter into this Deed with the intent of binding the Property which shall be subject to the covenants and obligations entered into by them with such covenants and obligations creating planning obligations on the Property.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this deed.

Commencement of Development: the carrying out in relation to the Development of any material operation or change of use as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed, and for no other purpose, the following operations:

- (a) demolition works;
- (b) site clearance;
- (c) ground investigations;

- (d) site survey works;
- (e) temporary access construction works;
- (f) archaeological investigation; and
- (g) erection of any fences and hoardings around the Property.

Commenced and Commences: shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

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

Index Linked: means an increase or decrease to the Contributions on an annual basis or pro rata per diem from the date of this deed to the date of payment (or calculation as the case may be) in accordance with the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if the All In Tender Price Index ceases to exist such reasonably comparable index as the Council reasonably nominates and advises to the Owner in writing.

Interest Rate: means interest at 4 (four) per cent above the base lending rate of the Bank of England from time to time.

Owner: means the First and Second Owners jointly.

Plan: the plan attached to this deed.

Planning Application: means the planning application registered by the Council on 12 January 2024 under reference 2023/62/92317/W for the erection of extensions to form production and warehouse areas

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

Property: means the land at Wooltex (former Newsholme Food Group site), New Hey Road, Oakes, Huddersfield HD3 4BZ against which this Undertaking may be enforced and as shown edged red on the Plan.

TCPA 1990: Town and Country Planning Act 1990.

Travel Plan Monitoring Contribution: means the sum of £2,000 (two thousand pounds) to be paid to the Council and applied by the Council towards the monitoring of the Travel Plan to be submitted to and approved by the Council and complied with in relation to the relevant conditions attached to the Planning Permission.

Working Day: a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this deed.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this deed under that statute or statutory provision.
- 1.10 A reference to "this deed" or to any other deed or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.11 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.
- 1.12 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. **STATUTORY PROVISIONS**

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.

2.3 This deed shall come into effect on the date of grant of the Planning Permission.

2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. COVENANTS WITH THE COUNCIL

The Owner covenants with the Council:

3.1 to give the Council at least 5 Working Day's notice before Commencing the Development; and

3.2 prior to Commencement of the Development, to pay to the Council the Travel Plan Monitoring Contribution Index Linked and not to Commence the Development until the said Travel Plan Monitoring Contribution Index Linked has been paid to the Council.

4. RELEASE

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

5. DETERMINATION OF DEED

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

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

6. LOCAL LAND CHARGE

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

7. COUNCIL'S COSTS

The First Owner shall pay to the Council on the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed in the sum of £1000.

8. OWNERSHIP

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

9 INTEREST

9.1 If the Owner does not make a payment of any money due under this Undertaking on the due date the Owner will pay interest on the money concerned to the Council at the Interest Rate calculated on a daily basis from the due date until the date of actual receipt by the Council provided that this clause shall not prejudice any other right or remedy of the Council for the recovery of any money due.

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

**EXECUTED as a DEED by
WOOLTEX SPINNING COMPANY LIMITED**
acting by a sole director in the presence of:

Signature of Director..

Signature of Witness

Witness Name (block capitals).....

Address.....

..... Simon Mills
..... Solicitor.....
..... Oakley House
..... 1 Hungerford Road
..... Edgerton, Huddersfield. HD3 3AL

Occupation.....

EXECUTED as a **DEED** by
DOMUS PROPERTY DEVELOPMENTS LIMITED
acting by a sole director in the presence of:

Signature of Director..

Signature of Witness:

Witness Name (block capitals).....*D. KOZIC*.....

Address..

.....

.....

Occupation.....*WEB DEVELOPER*.....