

**DATED**

2 September

**2025**

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**THE COUNCIL OF THE BOROUGH OF KIRKLEES**

- and -

**CONNECT HOUSING ASSOCIATION LIMITED**

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**SECTION 111 AGREEMENT**  
**Relating to land 1-3 St Pauls Road Mirfield WF14 8AX**

**Planning Application Ref: No. 2024/92006**  
**Council Reference: IKEN Ref. 105925**

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THIS DEED is made on 2 day of September 2025

BETWEEN:-

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall Huddersfield West Yorkshire (hereinafter called "the **Council**")
- (2) **CONNECT HOUSING ASSOCIATION LIMITED** (a registered society under the Co-operative and Community Benefit Societies Act 2014 with registered number 17445R whose registered address is 21 Bond Street, Dewsbury, WF13 1AX (hereinafter called the "**Applicant**")

WHEREAS

- (A) The Council is the Local Planning Authority for the purposes of the Planning Act for the area within which the Development Site is situated and is also entitled to the freehold thereof
- (B) The Applicant is intending to acquire the ownership of the Development Site
- (C) Following submission of the Application and the Applicant entering into the Original Section 111 Agreement the Applicant secured the Original Planning Permission under planning reference number 2019/62/94099/E on the 10<sup>th</sup> September 2021 and, following that, the Applicant secured the Section 73 Planning Permission
- (D) The Applicant in consultation with the Council has determined that the Original Planning Permission as varied by the Section 73 Planning Permission requires further variation to enable the Development to proceed
- (E) The Applicant intends to carry out the Development of the Development Site and has submitted the Section 73 Application (reference: 2024/92006) to the Council for that purpose

- (F) The Council considers and the Applicant accepts by the terms of this Deed that the Development should not take place without the Applicant entering into the obligations contained in this Deed
- (G) the Council and the Applicant have agreed to release the obligations in the Original Section 111 Agreement and the Second Section 111 Agreement and terminate the Original Section 111 Agreement and the Second Section 111 Agreement on the date that this Deed takes effect

NOW THIS DEED WITNESSES as follows:-

1. **STATUTORY PROVISIONS**

This Deed is made pursuant to the provisions of Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other powers enabling which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with intent to bind the Applicant and the Council to observe and perform the obligations or their respective parts as hereinafter contained

2. **INTERPRETATION**

2.1 In this Deed in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings:-

**"Application"**

planning application reference number  
2019/62/94099/E

**"Development"** application pursuant to outline permission 2019/62/94099/E as varied by the Section 73 Planning Permission and as varied by the planning permission to be issued pursuant to the Section 73 Application for demolition of existing building and erection of two-storey supported living apartment block (13 apartments) with associated offices, gardens and parking spaces

**"Development Site"** all that land shown edged red on the Plan being the land the subject of the Development

**"Original Planning Permission"** means the planning permission bearing planning reference number 2019/62/94099/E and determined on the 10th September 2021

**"Original Section 111 Agreement"** means the section 111 Agreement made between the Council (1) the Applicant (2) dated 10 September 2021 and on terms equivalent to those contained in this Deed

**"Plan"** the Plan annexed hereto as Appendix 1

<b>"Planning Act"</b>	the Town and Country Planning Act 1990 as amended
<b>"Planning Agreement"</b>	the agreement between the parties hereto pursuant to Section 106 of the Planning Act in the form annexed as Appendix 3 (subject to such revisions or modifications as may be agreed between the parties as being appropriate or relevant)
<b>"Planning Permission"</b>	means the Original Planning Permission as varied by the Section 73 Planning Permission issued by the Council with reference number 2023/90394 and as to be further varied pursuant to the Section 73 Application which it is expected will contain conditions substantially in the form of the draft conditions attached hereto as Appendix 2
<b>"Second Section 111 Agreement"</b>	means the section 111 Agreement made between the Council (1) the Applicant (2) dated 5 February 2024 and on terms equivalent to those contained in this Deed

**“Section 73 Application”**

means the application made by the Applicant with reference number **2024/70/92006/E** to vary the Original Planning Permission (as varied by the Section 73 Planning Permission) and which was validated by the Council on the 16 July 2024

**“Section 73 Planning Permission”**

means the planning permission granted under reference number 2023/90394 which varied the Original Planning Permission

**“Working Day”**

any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2.2 In this Deed where the context so requires:-

2.2.1 the singular includes the plural and vice versa

2.2.2 references to clauses schedules and paragraphs are references to clauses schedules and paragraphs in this Deed except where otherwise specified

2.2.3 title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed

2.2.4 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force

### **3. COMMENCEMENT**

The provisions of this Deed shall have immediate effect upon the completion of this Deed

### **4. COVENANT BY THE APPLICANT**

4.1 The Applicant covenants to provide the Council with executed engrossments of the Planning Agreement in or substantially in the form annexed and authority to complete the same, together with reasonable and proper fees and such ancillary documents necessary to facilitate completion of the Planning Agreement pursuant to Clause 4.2 of this Deed, at least five (5) Working Days prior to completing the acquisition of the Development Site (or such other timescale as may be agreed between the parties)

4.2 The Applicant covenants that it will, no later than three (3) months following it acquiring any legal interest in the Development Site enter into the Planning Agreement

### **5. COUNCIL'S COVENANT**

5.1 The Council shall within ten (10) Working Days of the completion of this Deed grant the Planning Permission pursuant to the Section 73 Application SAVE THAT the Council shall not be in breach of this covenant if it shall be prevented from issuing the Planning Permission pursuant to the Section 73 Application by Order of the Court

6. **MISCELLANEOUS**

- 6.1 Nothing herein contained or implied shall prejudice or affect the rights discretionary powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority
- 6.2 If the Planning Permission is quashed or revoked or otherwise withdrawn or modified by any statutory provision without the consent of the Applicant or if the Planning Permission expires this Deed shall cease to have effect (but without prejudice to the rights of either party against the other in respect of any antecedent breach)
- 6.3 In the event that any of the provisions of this Deed are unenforceable this shall not affect the enforceability of the remaining provisions hereof
- 6.4 No waiver (whether express or implied) by the Council or any breach or default by the Applicant in performing or observing any of the obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Applicant

7. **NOTICES**

- 7.1 All notices requests demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by first class recorded delivery letter or facsimile transmission

to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:-

7.1.1 if to the Council to the Council, for the attention of the Head of Planning and Development Service (Ref D31-1782). (or such other officer for the time being performing those functions)

7.1.2 if to the Applicant to its address specified at the commencement hereof

7.1.3 or such other address for service as shall have been previously notified to the other party

7.2 Any notice request or demand or other written communication shall be deemed to have been served as follows:-

7.2.1 if posted recorded delivery at the expiration of forty-eight (48) hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom

7.2.2 if sent by facsimile transmission at the time of the successful transmission provided that if any means of service shall be outside normal working hours such service shall be deemed to have taken place upon the day the recipient's office is next open for business

and in proving such service it shall be sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid first class or recorded delivery envelope (as appropriate) or that the facsimile was successfully transmitted on a tested line as the case may be

8. **RELEASE AND TERMINATION OF ORIGINAL SECTION 111 AGREEMENT AND THE SECOND SECTION 111 AGREEMENT**

The Council and the Applicant hereby agree and declare that:

- 8.1 the Council releases the Applicant from any and all obligations contained in the Original Section 111 Agreement and the Second Section 111 Agreement; and
- 8.2 the Applicant releases the Council from any and all obligations contained in the Original Section 111 Agreement and the Second Section 111 Agreement; and
- 8.3 that the provisions of the Original Section 111 Agreement and the Second Section 111 Agreement are from the date of this Deed terminated and extinguished

9. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

It is hereby agreed and declared that unless specifically agreed the Contract (Rights of Third Parties) Act 1999 shall not apply to this Deed

10. **LEGAL COSTS**

The Applicant shall prior to completion of this Deed pay the Council's legal and administrative costs in connection with the review and completion of this Deed

11. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the Law of England and Wales

**EXECUTED AS A DEED** the day and year first written

by affixing  
**THE CORPORATE COMMON SEAL of  
THE COUNCIL OF THE BOROUGH OF KIRKLEES**  
in the presence of:- )



022391

Authorised Signatory

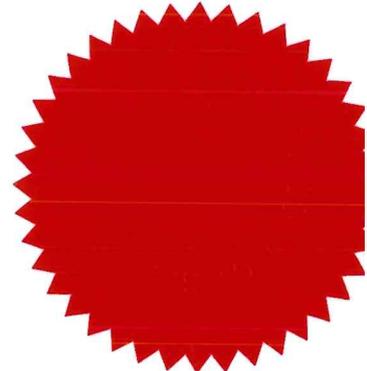
**EXECUTED AS A DEED** by affixing the Common  
Seal of **Connect Housing Association Limited**

in the presence of:-

Authorised Signatory...

Authorised Signatory...

2231



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**APPENDIX 1**

**The Plan**

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## APPENDIX 2

### Draft Planning Conditions

#### **Draft conditions and reasons for 2024/92006 - Variation condition 20 (EDS) on previous permission 2023/90394.....**

1. Deleted [ as permission implemented]
2. The development hereby approved 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 in the interests of visual amenity, residential amenity and other matters relevant to planning and to accord with the Kirklees Local Plan and the National Planning Policy Framework.
3. The development hereby approved shall be carried out only by Connect Housing Association and shall be occupied only by adults with a social care and/or housing support need (whereby “housing support” is defined as per the definitions of “support” and “supported housing” set out in the Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016) and who require affordable housing.  
**Reason:** To ensure the residential accommodation hereby approved is retained for the intended user group and to prevent the development being occupied by a different, specified user group or as general needs housing without a further planning application being submitted and without the planning implications of such a change being formally considered.
4. The first floor office, as shown on drawing no. 501 01-BBA-01-01-DR-A-0211, Rev P04 shall be used only by support staff and residents for administration work, case conferences, staff breaks and other uses ancillary to the residential use hereby approved, and shall not be put to a separate Class E use (as defined in The Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020) or used by any external organisation or for functions.  
**Reason:** To ensure the first floor office space remains ancillary to the residential use hereby approved, in the interests of amenity and to ensure additional parking demand is not introduced.
5. Prior to superstructure works commencing, details and samples of all external materials (including window materials) shall be left on site for inspection by the Local Planning Authority. Thereafter the development shall be implemented in accordance with the details approved in writing by the Local Planning Authority. No external materials other than those approved in accordance with this condition shall be used.  
**Reason:** In the interests of visual amenity and to accord with Policy LP24 of the Kirklees Local Plan.

6. Other than where indicated on the drawings hereby approved, and other than in relation to elevations not facing a highway, no cables, plumbing, foul pipes, vents, burglar alarm boxes, satellite dishes and/or CCTV cameras or related equipment and installations shall be located or fixed to any external elevation(s) of the development hereby approved. Should any such equipment or installations be considered necessary, details of these shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be completed in accordance with the details so approved.

**Reason:** In the interests of visual amenity and to accord with Policy LP24 of the Kirklees Local Plan.

7. Prior to occupation, the development shall be carried out and completed in accordance with the approved boundary treatments shown on drawings:

- 19303-DCE-XX-XX-D-C-150, Rev P02 – ‘Proposed external levels’ – dated 27/06/2024, received 03/07/2024 by Dudleys Consulting Engineers
- 50101-BBA-90-X00-DR-A-0002-Rev P03, dated 25/09/2024 titled ‘Proposed Boundary Treatment plan’ by BBA Brewster Bye Architects
- 50101-BBA-90-Z00-DR-A-0003-Rev P02 dated 09/09/2024, titled ‘Proposed Boundary Treatment Details’ by BBA Brewster Bye Architects
- 19303-DCE-XX-XX-D-C-160-Rev P02, dated 09/09/2024, titled ‘Proposed Site Boundary Sections’ by Dudleys Consulting Engineers

and shall be retained thereafter, in accordance with the details.

**Reason:** In the interests of visual amenity, highways safety and biodiversity, to minimise flood risk, to ensure the amenities of existing neighbouring residential units and the residential accommodation hereby approved are protected, and to accord with Policies LP21, LP24, LP27 and LP30 of the Kirklees Local Plan.

8. Prior to occupation of the development hereby approved, details of measures to prevent and deter crime and anti-social behaviour in line with the advice of the Designing Out Crime Officer, dated 20<sup>th</sup> March 2023, shall be submitted to and approved in writing by the Local Planning Authority. These shall include details of lighting, boundary treatments and landscaping corresponding with details to be provided pursuant to conditions 7 and 9.

**Reason:** In the interests of preventing crime and anti-social behaviour and to accord with Policy LP24 of the Kirklees Local Plan.

9. Prior to the commencement of superstructure works, details of all hard and soft landscaping shall be submitted to and approved in writing by the Local Planning Authority. These shall include:

- a) Details of existing and proposed levels, and regrading;
- b) Species schedule and planting plans;
- c) Details of initial aftercare and long-term maintenance;
- d) Details of monitoring and remedial measures, including replacement of any trees, shrubs or planting that fails, dies, is removed or becomes diseased within the first five years from completion; and
- e) Details (including samples, if requested), of paving and other hard surface materials.

No part of the development hereby approved shall be occupied until all hard and soft landscaping has been implemented in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. All approved landscaping shall be retained thereafter in accordance with the approved details and approved long-term maintenance, monitoring and remedial arrangements.

**Reason:** In the interests of local ecological value and visual amenity, and to accord with Policies LP24, LP30, LP32, LP33, LP47 and LP63 of the Kirklees Local Plan, and chapters 12 and 15 of the National Planning Policy Framework.

10. The development hereby approved shall be completed in accordance with the advice and directions (recommendations) contained in the Arboricultural Method Statement (ref: JCA, 14607-F/AJB), pursuant to planning permission 2019/94099. These shall be implemented and maintained throughout the construction phase and retained thereafter.

**Reason:** To protect trees in the interests of visual amenity and to accord with the requirements of Policies LP24 and LP33 of the Kirklees Local Plan.

11. Details of any additional tree works required during the construction process, that are not identified within the submitted information, shall be submitted to and approved in writing by the Local Planning Authority prior to the work being carried out. The works shall thereafter be carried out in complete accordance with the approved details.

**Reason:** To protect trees in the interests of visual amenity and to accord with the requirements of Policies LP24 and LP33 of the Kirklees Local Plan.

12. Prior to the occupation of any part of the development hereby approved, the approved vehicle parking areas shall be surfaced and drained in accordance with the Communities and Local Government and Environment Agency's "Guidance on the permeable surfacing of front gardens (parking areas)" published 13/05/2009 (ISBN 9781409804864) as amended or superseded, and thereafter retained throughout the lifetime of the development.

**Reason:** In the interests of highway safety and to achieve a satisfactory layout in accordance with Policies LP20 and LP21 of the Kirklees Local Plan.

13. Prior to development commencing on the superstructure of the development hereby approved, the design and construction details of all permanent highway retaining structures (and any temporary highway retaining structures that may be

deemed necessary) shall be submitted to and approved in writing by the Local Planning Authority. The details shall include a design statement, all necessary ground investigations on which design assumptions are based, method statements for both temporary and permanent works and removal of any bulk excavations, together with structural calculations and all associated safety measures for the protection of adjacent public highways, footpaths, culverts, adjoining land and areas of public access. The development shall be completed in accordance with the approved details before any of the dwellings are occupied and shall be retained as such thereafter.

**Reason:** To ensure that any new retaining structures do not compromise the stability of the highway in the interests of highway safety and to accord with Policy LP21 of the Kirklees Local Plan.

14. The development hereby approved shall not be occupied prior to the provision of the cycle parking shown on drawing 501 01 – BBA-01-00-DR-A-0201, rev P04. The cycle parking shall be retained thereafter unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** In the interests of visual amenity, to encourage the use of sustainable transport modes, and to accord with policies LP20, LP21, LP22 and LP24 of the Kirklees Local Plan.

15. Prior to the installation of the electrical system of the development hereby approved a scheme detailing the dedicated facilities to be provided for charging electric vehicles and other ultra-low emission vehicles shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall meet at least the following minimum standard for numbers and power output:

- One Standard Electric Vehicle Charging point (of a minimum output of 16A/3.5kW) for each residential unit that has a dedicated parking space; and
- One Standard Electric Vehicle Charging Point (of a minimum output of 16A/3.5kW) for every 10 unallocated residential parking spaces

Dwellings and parking spaces that are to be provided with charging points shall not be brought into use until the charging points are installed and operational. The charging points installed shall be retained thereafter.

**Reason:** To ensure residents of the development are encouraged to use low-carbon and more sustainable forms of transport and to mitigate the air quality impacts of the development in accordance with policies LP20, LP24, LP47, LP51 and LP52 of the Kirklees Local Plan, chapters 9 and 15 of the National Planning Policy Framework, and the West Yorkshire Low Emissions Strategy.

16. The development shall be carried out in complete accordance with the details approved pursuant to discharge of condition applications 2024/91756 and 2024/92831, namely the approved:

- Revised Construction Environment Management Plan(CEMP) - received 20/08/2024 (2024/91756)
- Drawing ref: 501/01(09)002, Rev E Construction Management Plan, dated 22/11/2023 (2024/91756)

- Demolition Stage Parking Plan - received 06/09/2024 (2024/91756)
- Substructure Stage Parking Plan - received 06/09/2024 (2024/91756)
- Superstructure Phase Parking Plan - received 06/09/2024 (2024/91756)
- Traffic management, on & off-street parking & cleaning addendum to CEMP - received 06/09/2024, (2024/91756), and
- Traffic Management, On & Off-Street Parking, Cleaning & Temp Lighting Addendum to CMP, received 03/10/2024 (2024/92831)

during the site clearance, demolition, construction stage. Upon completion of the development, post-development road condition surveys and a schedule of remedial works shall be submitted to and approved in writing by the Local Planning Authority, and the approved remedial works shall be carried out following the completion of all construction works related to the development and before occupation of any of the development.

**Reason:** In the interests of amenity, to ensure the highway is not obstructed, in the interests of highway safety, and to accord with Policies LP21, LP24, LP27 and LP52 of the Kirklees Local Plan.

17. The approved temporary surface water drainage pursuant to application reference 2024/91864 shall be fully implemented during the construction phase (after soil and vegetation strip) and retained until the permanent surface water drainage system (approved pursuant to condition 18) is in place and functioning in accordance with written notification to the Local Planning Authority.

**Reason:** To ensure the risk of flooding does not increase during the construction phase, to limit the siltation of any on- or off-site surface water features, and to accord with Policy LP27 of the Kirklees Local Plan.

18. 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 pursuant to application reference 2024/91756 approved on 12/09/2024, has been completed. The approved maintenance and management scheme shall be implemented thereafter.

**Reason:** To ensure the effective disposal of surface water from the development so as to avoid an increase in flood risk and so as to accord with Policies LP27 and LP28 of the Kirklees Local Plan and chapter 14 of the National Planning Policy Framework.

19. The development hereby approved shall be provided with separate systems of drainage for foul and surface water and these systems shall be completed prior to any piped discharge of surface water from the development.

**Reason:** In the interests of satisfactory and sustainable drainage and so as to accord with Policies LP27, LP28 and LP34 of the Kirklees Local Plan.

20. Prior to the demolition of the buildings, an Ecological Design Strategy (EDS) shall be submitted to and approved in writing by the Local Planning Authority. The EDS

shall demonstrate that a net biodiversity gain will be achieved, and shall include the following details:

- Purpose and conservation objectives for the proposed works;
- Review of site potential and constraints;
- Detailed design(s) and/or working method(s) to achieve stated objectives;
- Extent and location/area of proposed works on appropriate scale maps and plans;
- Seasonal timings of works with regards to roosting bats and nesting birds;
- Replacement bat roosts and/or protection of roost sites, including the roost within the adjacent tree in Ings Grove Park;
- An appropriate lighting design illustrating how impacts to existing and replacement bat roosts will be minimised;
- Location (shown on appropriate scale plans) of specific make and model, or design, of habitat boxes, such as bat boxes, bird boxes and hedgehog refuges (habitat boxes to be integral to new structures where such opportunities exist);
- A planting schedule and planting plan showing the inclusion of native species of tree and shrub to be included within/at the boundary of the application area, and how this achieves the stated purpose;
- Persons responsible for implementing the works;
- Details of initial aftercare and long-term maintenance; and
- Details of monitoring and remedial measures.

The EDS shall set out (where the results from monitoring show that conservation aims and objectives of the EDS are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully-functioning biodiversity objectives of the originally approved scheme. The development shall be implemented in accordance with the approved EDS.

**Reason:** In the interests of local ecological value and visual amenity, and to accord with Policies LP24, LP30, LP32 and LP33, of the Kirklees Local Plan, and chapters 12 and 15 of the National Planning Policy Framework.

21. Deleted [no condition]

22. Remediation of the site shall be carried out in accordance with the approved:

- Stage 2 Environmental Report authored by ARP Geotechnical Ltd dated 22nd January 2020 (ref: CNN/01r2), and
- Revised Contamination Remediation Statement authored by ARP Geotechnical Ltd dated 16<sup>th</sup> August 2024 (ref: CNN/01rem2),

Pursuant to discharge of condition application 2024/91756.

**Reason:** To ensure unacceptable risks to human health and the environment are identified and removed, and to ensure that the development is safely completed in accordance with the requirements of Policy LP53 of the Kirklees Local Plan.

23. Remediation of the site shall be carried out and completed in accordance with the Remediation Strategy approved pursuant to condition 22. In the event that remediation is unable to proceed in accordance with the approved Remediation Strategy or contamination not previously considered (in either the Preliminary Risk Assessment or the Phase II Intrusive Site Investigation Report) is identified or encountered on site, all works on site (save for site investigation works) shall cease immediately and the Local Planning Authority shall be notified in writing within two working days. Unless otherwise agreed in writing with the Local Planning Authority, works shall not recommence until proposed revisions to the Remediation Strategy have been submitted to and approved in writing by the Local Planning Authority. Remediation of the site shall thereafter be carried out in accordance with the approved revised Remediation Strategy.

**Reason:** To ensure unacceptable risks to human health and the environment are identified and removed, and to ensure that the development is safely completed in accordance with the requirements of Policy LP53 of the Kirklees Local Plan. This pre-commencement condition is necessary to ensure that contamination is identified and suitable remediation measures are agreed at an appropriate stage of the development process.

24. Following completion of any measures identified in the approved Remediation Strategy or any approved revised Remediation Strategy a Validation Report shall be submitted to the Local Planning Authority. Unless otherwise agreed in writing with the Local Planning Authority, no part of the site shall be brought into use until such time as the remediation measures for the whole site have been completed in accordance with the approved Remediation Strategy or the approved revised Remediation Strategy and a Validation Report in respect of those remediation measures has been approved in writing by the Local Planning Authority.

**Reason:** To ensure unacceptable risks to human health and the environment are identified and removed, and to ensure that the development is safely completed in accordance with the requirements of Policy LP53 of the Kirklees Local Plan.

25. Prior to the occupation of the development hereby approved, all windows shall be fitted with a sound reduction performance of 25dB Rw and acoustic trickle vents.

**Reason:** In the interests of amenity and to accord with Policies LP24 and LP52 of the Kirklees Local Plan.

26. Flat 10 at first floor level, as shown on drawing ref. 501 01-BBA-01-01-DR-A-0211, Rev P04, shall not be occupied until the windows serving the bathroom and kitchen area facing the gable of no. 5 St Paul's Road have been installed with obscure glazing and shall thereafter be retained in such glazing.

**Reason:** To protect the amenities of the future residents of flat no. 10 and not to detract from the amenities of adjoining property by reason of loss of privacy, to accord with Policy LP24 of the Kirklees Local Plan and Chapter 12 of the National Planning Policy Framework.

27. Prior to occupation of any of the development, the external bin storage area as shown on drawing 501 01 – BBA-01-00-DR-A-0201, rev P04, shall be completed in accordance with details submitted to and approved in writing by the Local Planning Authority and thereafter retained operational in accordance with the approved details

**Reason:** In the interests of amenity, highway safety and to accord with Policy LP24 part d (vi) of the Kirklees Local Plan.

### APPENDIX 3

#### Planning Agreement (Section 106 TCPA 1990)

**THIS AGREEMENT** is made the *DO NOT* day of *MAY* Two  
Thousand and Twenty Five

**BETWEEN CONNECT HOUSING ASSOCIATION LIMITED** (a registered society under the Co-operative and Community Benefit Societies Act 2014 with registered number with registered number 17445R whose registered address is 205 Roundhay Road, Leeds, LS8 (hereinafter called "the Housing Association") of the first part **AND** **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall Huddersfield West Yorkshire (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 as amended for the Kirklees district within which the Site is situated and by whom the planning obligation within this Agreement is enforceable
2. The Housing Association has acquired the Site from the Council by virtue of a Transfer dated [ ] and made between The Council of the Borough of Kirklees (1) Connect Housing Association Limited (2) and has applied to be registered as the freehold owner of the Site at the Land Registry
3. By the provisions of Section 106 of the Town and Country Planning Act 1990 as amended ("the **Act**") any person interested in land in the area of a local planning authority may by deed or otherwise enter into a planning obligation in respect of the land
5. The Council would not have been willing to grant the Planning Permission but for this Agreement because of the need to:

- (i) secure Affordable Housing in perpetuity
- (ii) secure the future maintenance and management responsibilities of surface water infrastructure within the Site and maintenance and management responsibilities and drainage within the site until adoption.
- (iii) secure £10,000 sustainable travel contribution
- (iv) secure biodiversity mitigation measures

**NOW IT IS HEREBY AGREED** as follows:-

## **1. INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the meanings respectively assigned to them in this Clause:-

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

**“Biodiversity Contribution”** means the sum to be paid by the Owner to the Council towards off-site mitigation and compensation for associated ecological impacts in the event that the Owner is unable to achieve Biodiversity Net Gain on site, should the need for such directly arise from the Development once all opportunities for on site compensatory works and (if necessary) compensatory works at a nearby site have been exploited such sum to be calculated as the Bio-Diversity Unit Cost multiplied by the difference between the required Bio-Diversity Net Gain and the aggregate of the On-Site Bio-Diversity Units and the Off-Site Bio-Diversity Units

**“Bio-Diversity Net Gain”** means an increase of 10% of the total number of Bio-Diversity Units provided on the Site (or on the Site coupled with any

additional off-site compensatory works) when compared to the Existing Bio-Diversity Units

**“Biodiversity Unit(s)”** means the ecological score calculated based on the size of an area, the distinctiveness, connectivity and condition of the habitat it comprises as measured utilising the Defra Biodiversity Metric 2.0.

**“Bio-Diversity Unit Cost”** means a sum of £20,000 (Twenty Thousand Pounds) per Bio-Diversity Unit

**“Chargee”** means 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 Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver.

**“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 with the exception of investigation of ground conditions and remedial work archaeological work demolition and erection of hoardings and Commence and Commenced shall be construed accordingly

**“Development”** means the development of the Site in pursuance of the Planning Permission

**“Dwellings”** means the dwellings on the Site constructed in pursuance of the Planning Permission

**“Existing Bio-Diversity Units”** means the amount of Bio-Diversity Units on the Site prior to the carrying out of the Development as evidenced by the Pre-Development Bio-Diversity Report

**“Homes England”** means the Homes and Communities Agency (trading as Homes England) or any body or bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008

**“Market Housing”** means a Dwelling which is not restricted to any form of Affordable Housing which can be sold on the open market for an open market value and in respect of which there is no restriction on the persons who may occupy such Dwelling

**“NPPF”** means the National Planning Policy Framework published by the Ministry of Housing, Communities & Local Government dated February 2019 and updated December 2023

**“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 or display or occupation in relation to security operations and **“Occupy”** and **“Occupants”** shall be construed accordingly

**“Off-Site Bio-Diversity Units”** means the Bio-Diversity Units being provided off Site as evidenced by the Pre-Development Bio-Diversity Report

**“On-Site Bio-Diversity Units”** means the Bio-Diversity Units being provided on Site as evidenced by the Pre-Development Bio-Diversity Report

**“Sustainable Travel Contribution”** means the sum of £10,000 (Ten Thousand Pounds)

**“Plan”** means the plan annexed hereto

**“Planning Permission”** means the planning permission to be granted under planning reference number **2024/70/92006/E** for demolition of existing building and erection of two-storey supported living apartment block (13 apartments) with associated offices, gardens and parking spaces

**“Pre-Development Bio-Diversity Report”** means a report to be carried out in accordance with the provisions of paragraph 5 assessing the number of Bio-Diversity Units on-site prior to the commencement of Development

**“Protected Tenant”** means:

- (a) any tenant who has exercised any statutory right to buy (or equivalent contractual or voluntary right) in respect of a particular Affordable Unit;  
or
- (b) any tenant who has acquired a Dwelling on a shared ownership basis and has acquired all the remaining equity in the Dwelling meaning that it is the absolute owner
- (c) any person or body deriving title through or from any of the parties mentioned in (a) or (b) above.

**“Site”** means the land at 1-3 St Pauls Road Mirfield WF148AX shown outlined in red on Plan 1

**“Drainage Works”** means the sustainable drainage measures to be provided by the Housing Association as part of the Development;

**“Drainage Maintenance and Management Plan”** means a detailed management plan setting out measures to be undertaken to ensure the Drainage Works are properly maintained and managed

**“Water Company”** means Yorkshire Water Services Limited whose registered office is at Western House, Halifax Road Bradford BD6 2SZ and its statutory successors in title

**“Working Day”** means any day which is not a Saturday, a Sunday, a bank

holiday or a public holiday in England.

## **2. GENERAL**

### **2.1 Covenants**

2.1.1 The Housing Association covenants with the Council to observe the restrictions and perform the obligations contained in Schedule 1

2.1.2 The Council covenants with the Housing Association to comply with the obligations in Schedule 2 to this Agreement.

2.2 The provisions of this Agreement are planning obligations made pursuant to Section 106 of the Act and all other powers so enabling to the intent that they shall bind the Housing Association in relation to the Site

2.3 The expressions "the Council" and "the Housing Association" shall include their successors in title and assigns

2.4 No person shall be liable for breach of any covenant contained in this Agreement:

2.4.1 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

2.4.2 if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking; or

2.4.3 if that party is an owner or occupier of an individual Dwelling (but not any other part of the Site)..

2.5 This Agreement shall come into effect upon the date hereof

- 2.6 If the Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Housing Association 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 party prior to such date
- 2.7 No obligation in this Agreement 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 over 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 shall also be bound by the covenants restrictions and obligations in this Agreement as if it were a person deriving title from an original covenanting party
- 2.8 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement
- 2.9 This Agreement is a local land charge and shall be registered as such
- 2.10 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement
- 2.11 The Housing Association shall pay to the Council its legal fees reasonably incurred in the preparation of this Agreement

## **Schedule 1**

### **1. SUSTAINABLE TRAVEL CONTRIBUTION**

Not to Occupy or permit or allow Occupation of the Development until the Sustainable Travel Contribution has been paid to the Council

### **2. DRAINAGE WORKS**

- 2.1 Prior to the Occupation of any Dwelling on the Site the Housing Association shall submit to the Council for approval the Drainage Maintenance and Management Plan (such approval not to be unreasonably withheld or delayed)
- 2.2 In the event that the Council considers (acting reasonably) that it is unable to approve the submitted version of Drainage Maintenance and Management Plan then the Housing Association shall submit a revised version to the Council, taking into account any comments that the Council has provided, for their approval. Such procedure shall be repeated as often as is necessary until the Council approve the Drainage Maintenance and Management Plan.
- 2.3 The Housing Association covenants with the Council to fully comply with the approved Drainage Maintenance and Management Plan and at all times thereafter to manage and maintain the Drainage Works provided in accordance with the details set out in the approved Drainage Maintenance and Management Plan until the date that the Drainage Works are adopted by the Water Company.
- 2.4 Until such time as the Drainage Works are adopted the Council may upon reasonable notice enter the Site in order to check and monitor compliance with the approved Drainage Maintenance and Management Plan.
- 2.5 In the event that the Council considers (acting reasonably) that the requirements of the approved Drainage Maintenance and Management Plan are not being complied with then the Council may serve a notice on

the Housing Association requiring the Housing Association to undertake such remedial steps as are specified in the notice.

- 2.6 The Housing Association shall comply with the terms of any notice served by the Council pursuant to paragraph 2.5 above within twenty-eight (28) days of the date of service by the Council of the said notice or within such other fair and reasonable period that may be agreed by the Council in writing.
- 2.7 The approved Drainage Maintenance and Management Plan shall only be varied or amended with the written approval of the Council.
- 2.8 The Housing Association shall ensure that the Council is provided with up to date contact details (including a contact name, address, telephone number and e-mail address) of any third party or person who is engaged or contracted to carry out any maintenance or management works in respect of the Drainage Works
- 2.9 In the event that the Water Company ultimately adopt the drainage system then the provisions of this paragraph 2 of this Schedule 1 shall no longer apply and cease to have effect.

### 3. AFFORDABLE HOUSING

- 3.1 The Council acknowledges and confirms that:
- 3.1.1 The purpose of the section 106 Agreement is not in this instance to require the delivery of the Dwellings as affordable via planning gain, i.e. without public subsidy; and
- 3.1.2 that this is a 100% Affordable Housing scheme with all of the Dwellings receiving public subsidy from Homes England and the purpose of the provisions of this paragraph 3 of Schedule 1 of this Agreement is to secure the continued use of the Dwellings as Affordable Housing and to prevent

them being used as Market Housing subject at all times to the provisions of paragraph 4 of this Schedule 1.

- 3.2 The Housing Association covenants to retain the Dwellings on the Site as Affordable Housing in perpetuity subject at all times to the provisions of paragraph 4 of this Schedule 1.

#### 4. EXCLUSION CLAUSE

- 4.1 The obligations in this Agreement shall not be binding on:
- 4.1.1 any Protected Tenant or any mortgagee or chargee, receiver or administrative receiver of a Protected Tenant;
  - 4.1.2 any Chargee (subject only to paragraph 4.2) or
  - 4.1.3 any purchaser of an individual Dwelling from a mortgagee or chargee, pursuant to any default by an individual mortgagor of an individual Dwelling or any person deriving title from that individual mortgagor.
- 4.2 The provisions of paragraph 3 of this Schedule 1 shall not be binding on a Chargee PROVIDED THAT:
- 4.2.1 such Chargee has first given written notice to the Council of its intention to dispose of the relevant Dwelling(s) and thereafter has used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the relevant Dwelling(s) to a 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
  - 4.2.2 if such disposal has not completed within the said three-month period the Chargee shall be entitled to dispose of the Dwelling(s) free from the obligations in this paragraph 3 of this Schedule 1 which thereafter will determine absolutely in respect of such Dwelling(s).

## 5 **BIO-DIVERSITY CONTRIBUTION**

- 5.1 Prior to Commencement of Development the Owner shall obtain a Pre-Development Bio-Diversity Report and submit that to the Council for approval which report shall contain:
- 5.1.1 the Owner's assessment of the Existing Bio-Diversity Units;
  - 5.1.2 The On-Site Bio-Diversity Units;
  - 5.1.3 The Off-Site Bio-Diversity Units;
  - 5.1.4 And, if, Bio-Diversity Net Gain has not been achieved confirm the number of Bio-Diversity Units by which the proposals fall short and the amount of the Bio-Diversity Contribution that is then due from the Owner (using the formula of £20,000 per Bio-Diversity Unit or pro-rata per part unit (i.e. for 0.5 Bio-Diversity Units a contribution of £10,000 and for 0.25 Bio-Diversity Units a contribution of £5,000 etc);
  - 5.1.5 details of any proposed on-site compensatory works (which will be assessed and described as On-Site Bio-Diversity Units) and/or compensatory works at a nearby site (which will be assessed and described as Off-Site Bio-Diversity Units) that it proposes to undertake in order to compensate for associated ecological impacts in connection with the Development in order to achieve Biodiversity Net Gain and further provided that the details shall include a breakdown of the financial value of the proposed compensatory works.
- 5.2 Within twenty (20) 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 said initial twenty (20) Working Day period) of the Council receiving from the Owner the Pre-Development Bio-Diversity Report along with the proposed ecological compensatory works pursuant to clause 5.1 above the Council will either:

5.2.1 notify the Owner in writing of its approval to the details submitted by the Owner which approval shall confirm:

5.2.1.1 the Council's approval of the assessment of the Existing Bio-Diversity Units;

5.2.1.2 The On-Site Bio-Diversity Units;

5.2.1.3 The Off-Site Bio-Diversity Units

5.2.1.4 And, if, Bio-Diversity Net Gain has not been achieved confirm the number of Bio-Diversity Units by which the proposals fall short and the amount of the Bio-Diversity Contribution that is then due from the Owner (using the formula of £20,000 per Bio-Diversity Unit or pro-rata per part unit (i.e. for 0.5 Bio-Diversity Units a contribution of £10,000 and for 0.25 Bio-Diversity Units a contribution of £5,000 etc)

or

5.2.2 will acting reasonably provide in writing a request for additional information from the Owner pursuant to which the Owner acting reasonably shall submit revised details incorporating the information requested that is reasonable and accepted (and following which the provisions of clause 5.2.1 (5.2.1.1 to 5.2.1.4 inclusive) above will be repeated)

**PROVIDED THAT** if the Council does not notify the Owner of its approval or proposed amendments to the details within the twenty (20) Working Days referred to above (or such other period of time that the Council may reasonably require and which has been agreed in writing between the Council and the Owner within the said initial twenty (20) Working Day period) it shall be deemed that the Council has approved the details of the Existing Bio-Diversity Units, the Bio-Diversity Units being provided on-Site, the Bio-Diversity Units being provided off-site, the Bio-Diversity Net-Gain (if one has been achieved) or, if a Bio-Diversity Net Gain has not been achieved, the amount of the Bio-Diversity Contribution

5.3 Subject to clause 5.2 above, the Owner covenants to pay the Biodiversity Contribution (if applicable) to the Council no later than twenty (20) Working Days from the date of the Council's notification as set out in clause 5.2 above PROVIDED THAT the sum of any Biodiversity Contribution shall be offset by any financial value of the mitigation for any compensatory works undertaken by the Owner pursuant to the details submitted under clauses 5.1 (5.1.1 to 5.1.5 inclusive) and 5.2(5.2.1.1 to 5.2.1.4 inclusive) above.

**SCHEDULE 2**  
**Council's Covenants**

1. The Council shall apply and appropriate the Sustainable Travel Contribution towards bus stop improvements in the vicinity of the Site and not for any other purpose.
2. In the event that the Sustainable Travel Contribution or (or any part or parts thereof) has not been expended within ten (10) years of the date of payment thereof then the sum or sums not expended plus any interest accrued shall be repaid to the party that paid it.
3. Upon the reasonable written request of the Housing Association after any of the Planning Obligations have been performed the Council will issue written confirmation thereof and will thereafter enter a note in its register of local land charges to such effect.

**APPENDIX 4**

**Undertaking**

**Our Ref:**  
**Your Ref: D31-1782**

**Date:**

[Service Director]  
Kirklees Council  
Legal Services  
PO BOX 1720  
Huddersfield  
HD1 9EL

Dear Ms Lawton

**SECTION 111 AGREEMENT**

application pursuant to outline permission 2024/70/92006/E for demolition of existing building and erection of two-storey supported living apartment block (13 apartments) with associated offices, gardens and parking spaces

**PLANNING APPLICATION 2024/70/92006/E**

I confirm that I am instructed on behalf of Connect Housing Association Ltd in respect of the above matter.

I undertake to apply to the Land Registry for registration of Connect Housing Association Ltd as the registered proprietor of the Site (within the priority period afforded by the Land Registry under the official search carried out at the Land Registry immediately prior to the acquisition of the Site by Connect Housing Association Limited) at the Land Registry as the proprietor of the Development Site following completion of the acquisition of the Development Site by Connect Housing Association Limited.

Furthermore, I undertake to provide you with Land Registry official copy entries indicating that Connect Housing Association Limited has been so registered as soon as reasonably possible following the registration having been completed.

SIGNED: .....

PRINT NAME: .....

DATE: .....

