

DATED 28 January **2025**

WEST YORKSHIRE COMBINED AUTHORITY

- and -

THE COUNCIL OF THE BOROUGH OF KIRKLEES

PLANNING OBLIGATION BY WAY OF AGREEMENT

**under Section 106 of the Town and Country
Planning Act 1990 (as amended) and all other enabling powers
relating to
72, Northgate, Huddersfield, HD1 6AE**

THIS DEED is made the 28 day of January 202

BETWEEN:

- (1) **WEST YORKSHIRE COMBINED AUTHORITY** of PO Box, 9 Laburnum Road, Wakefield WF1 3QP ("the Owner") and
- (2) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire ("the Council")

WHEREAS

- (1) The Council is the local planning authority for the purposes of the 1990 Act in respect of the area within which the Site is situated and is the authority by whom the planning obligations hereby created are enforceable.
- (2) West Yorkshire Combined Authority (WYCA) is the statutory successor to the Police and Crime Commissioner and by virtue of section 36 of Order 2021 No.112 all property rights including other rights were transferred on 10th May 2021 to WYCA.
- (3) The Owner is the freehold owner of the Site.
- (4) The Site forms part of land registered at HM Land Registry under title number YY147939.
- (5) The Planning Application has been submitted to the Council for the Development.
- (6) The Council having regard to the provisions of the Local Plan and to all other material considerations has resolved that Planning Permission should be granted for the Development subject to the prior completion of this Deed.
- (7) The parties have agreed to enter into this Deed so as to create planning obligations in favour of the Council pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following words and expressions shall where the context so requires or admits have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Base Rate"	the higher of 4% or the base rate from time to time of the Bank of England
"Commencement of Development"	means the date upon which the Development shall commence by the carrying out on the Site pursuant to the Planning Permission of a material operation (as defined in Section 56(4) of the 1990 Act) SAVE THAT the term "material operation" shall not include operations in connection with any work consisting of or associated with site clearance, archaeological investigations, site survey works, 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 site office or any temporary means of enclosure, temporary access construction works, the temporary display of site notices or advertisements and "Commenced", "Commences" and "Commence Development" shall be construed accordingly
"Contributions"	the Highway Improvement Contributions and the Travel Plan Monitoring Contribution
"Development"	means the development of the Site in pursuance of the Planning Application

“Drawing(s)” means the drawing(s) numbered HS-HDM-BPS-P01 and HS-HDM-BPS-P02 and HS-HDM-BPS-V01 relating to the Highway Improvements attached to this Deed at the Third Schedule

“HA 1980” means the Highways Act 1980

Highway Improvement Contributions means:

- a. The sum of £57,000 (Fifty-Seven Thousand Pounds) (Indexed Linked) for William Street / Lower Fitzwilliam Street junction improvement such as the Site access; and
- b. £40,000 (Forty Thousand Pounds) (Indexed Linked) for Southgate Toucan Crossing upgrade.

in respect of the Highway Improvements.

“Highway Improvements” means works to the highways in the locality of the Development namely

- i) William Street/Lower Fitzwilliam Street junction improvement such as the Site access; and
- ii) Southgate Toucan Crossing update which shall include the works listed in the key section of the Drawing(s) and shown in principle on such Drawings(s) which are required to make good a deficiency in infrastructure provision arising from the Development.

“Index Linked” increased in accordance with the following formula:

Amount payable = the payment specified in this Agreement x (A/B) where:

- (a) A is the figure for the All In Tender Price Index that applied immediately preceding the date the payment is due; and
- (b) B is the figure for the All In Tender Price Index that applied when the index was last published before the date of this Agreement

In the event All In Tender Price Index ceases to exist such index as the Council reasonable nominates

"Interest Rate"

4% (four per cent) per annum above the Base Rate

"Local Plan"

Kirklees Local Plan adopted 27 February 2019

"Occupation"

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 "Occupied" shall be construed accordingly

"Plan"

means drawing number 24-25/104_002 annexed to this Deed at the Third Schedule for identification purpose only showing the extent of the Site

"Planning Application"	means the application for full planning permission for the redevelopment of existing site including demolition of existing car sales room (sui generis) and erection of new 2 storey police station (sui generis) with associated car parking, landscaping and infrastructure submitted on behalf of the Owner and received by the Council and validated on 08 August 2024 and registered by the Council under reference 2024/62/92246/W
"Planning Permission"	means the planning permission to be granted by the Council in respect of the Planning Application
"Practical Completion"	the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by the other party's architect
"Site"	means 72, Northgate, Huddersfield, HD1 6AE shown for the purposes of identification only edged red on the Plan
"Travel Plan"	a travel plan which shall be dealt with via planning condition to be prepared by or on behalf of the Owner and approved by the Council to encourage travel to and from the Development by the workforce by sustainable modes of travel and to seek to reduce the proportion of trips by single occupancy cars
"Travel Plan Monitoring Contribution"	means the sum of £10,000 (Ten Thousand Pounds) being the Councils costs associated

with the monitoring and review of the Owner's implementation of the Travel Plan for the Development

"Working Days"

means any day except a Saturday, Sunday or any public holiday in England and Wales

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 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 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.
- 2.4 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 against each individually unless there is an express provision otherwise.
- 2.5 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.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council any successor to its statutory functions.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the 1990 Act which bind the Site and are enforceable by the Council as local planning authority against the Owner and its successors and assigns in title.

4. CONDITIONALITY

- 4.1 This Deed shall take effect upon the date hereof but the covenant from the Owner in clause 5 of this Deed is conditional upon:
- (a) the grant and issue of the Planning Permission; and
 - (b) the Commencement of Development

save for the provisions of paragraphs 1.1 of the First Schedule which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S COVENANT

- 5.1 The Owner covenants with the Council as set out in the First Schedule.

6. THE COUNCIL'S COVENANT

- 6.1 The Council covenants with the Owner as set out in the Second Schedule.

7. MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed the Council's reasonable and proper legal costs incurred in the negotiation, preparation and execution and registration of this Deed in the sum of £750 (Seven Hundred and Fifty Pounds).

- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed is given on the condition that following the performance and satisfaction of all the obligations contained in this Deed and upon the written request of the Owner the Council shall forthwith effect the cancellation of all entries made in the register of Local Land Charges in respect of this Deed.
- 7.4 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.
- 7.5 This Deed shall cease to have effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure other than a non-material amendment under section 96A of the 1990 Act or expires prior to Commencement of Development.
- 7.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed:
- (a) to the extent that such breach relates to any part of the Site in which that person has no interest; and/or
 - (b) which occurs after it shall have parted with its interest in the Site or if it be part only the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which it shall continue to be liable
- 7.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted (whether or not on appeal) after the date of this Deed.
- 7.8 Wherever this Deed requires the approval, agreement, determination or consent of the Council or the Owner such approval, agreement, determination

or consent must be in writing and shall not be unreasonably withheld or delayed.

7.9 Any approval, consent, direction, authority, agreement or action to be given by the Council under this Deed shall not be unreasonably withheld or delayed.

7.10 If any sum or amount has not been paid by one party to the other by the date it is due, then the defaulting party shall pay to the other interest on that amount at the Interest Rate (both before and after any judgment). This interest will accrue on a daily basis for the period from the due date to and including the date of payment.

8. REGISTRATION

8.1 This Deed shall be registered as a local land charge in the register of Local Land Charges maintained by the Council.

9. NOTICES

9.1 Any notice or other written communication to be served by one party to the other pursuant to the terms of this Deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid special or recorded delivery post or other next working day delivery service.

9.2 Any notice or other written communication to be given under this deed must be sent to the relevant party as follows:

- (a) to the Council at Town Hall, Huddersfield marked for the attention of Service Director – Legal, Governance and Commissioning (Monitoring Officer);
- (b) to the Owner at West Yorkshire Combined Authority of Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE with a copy to Legal Services, West Yorkshire Police, PO Box 9, Laburnum Road, Wakefield, WF1 3QP marked for the attention of the Director of Legal Services; or
- (c) as otherwise specified by the relevant party by notice in writing to each other party.

9.3 Any notice or other written communication given in accordance with clause 9.1 and clause 9.2 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that, if delivery occurs:

- (i) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; and
- (ii) if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

(b) if sent by pre-paid special or recorded delivery post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

9.4 A notice or other communication given under this deed is not validly given if sent by email.

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

10. DISPUTE RESOLUTION

10.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed, including any question regarding its breach, existence or validity which cannot be resolved by prior agreement between the parties such dispute or difference shall be referred to an independent and suitable person (the "Expert") holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with experience of resolving such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

10.2 In the absence of an agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 10.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs

shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 10.3 Any Expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 (twenty-eight) Working Days after the conclusion of any hearing that takes place or 28 (twenty-eight) Working Days after he has received any file or written representation.
- 10.4 The Expert shall be required to give notice to each of the said parties requiring them to submit to him within 10 (ten) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter submission within a further 10 (ten) Working Days.

11. WAIVER

- 11.1 No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12. JURISDICTION

- 12.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

13. DELIVERY

13.1 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 caused this Deed to be executed as a Deed on the day and year first before written

THE CORPORATE COMMON SEAL of

THE COUNCIL OF

THE BOROUGH OF KIRKLEES

was hereunto affixed in the presence of:-

~~Director- Legal Governance and Commissioning/~~Authorised Signatory

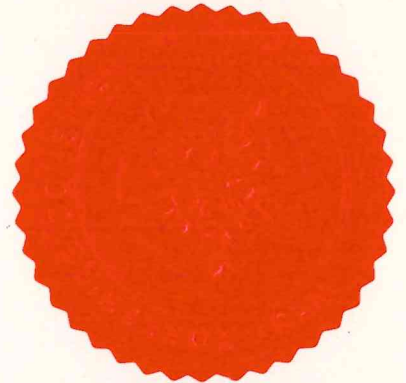


THE COMMON SEAL of **WEST YORKSHIRE
COMBINED AUTHORITY** was hereunto
affixed in the presence of:



DEPUTY DIRECTOR OF LEGAL SERVICES

Authorised Signatory



WYP/2025/001

FIRST SCHEDULE

Owner's Covenants

The Owner covenants with the Council in the following terms:

1. **Highway Improvement Contributions**

- 1.1 Not to Commence Development permit or allow Commencement of the Development until the Highway Improvement Contributions (Index Linked) have been paid in full to the Council

2. **Travel Plan Monitoring Contribution**

- 2.1 Not to Occupy or permit or allow Occupation of the Development until the Travel Plan Monitoring Contribution has been paid in full to the Council

3. To notify the Council in writing within 7 (seven) days of the date of Practical Completion of the Development

SECOND SCHEDULE

Council's Covenants

The Council covenants with the Owner in the following terms:

1. To pay the Contributions into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
2. To issue a receipt on request for any sum paid to the Council under this Deed.
3. To issue the Planning Permission for the Development promptly on completion of this Deed.
4. To supply the Owner within 10 (ten) Working Days of written request with details of evidence of expenditure or evidence of commitment to expend by the Council in relation to the Contributions.
5. The Council shall apply and appropriate the Contributions as stipulated in this Deed and not for any other purpose.
6. In the event that the Contributions or (or any part or parts thereof) have not been expended or committed for expenditure by the Council within ten (10) years of the date of receipt of payment thereof then the sum or sums not expended plus any interest accrued at the shall be repaid to the Owner.
7. That it will following receipt of the written request of the Owner at any time or times after any of the obligations in this Deed have been discharged issue written confirmation thereof as soon as reasonably practicable or if the Planning Permission has expired or been quashed or revoked will cancel all relevant entries in the register of Local Land Charges as soon as reasonably practicable.

THIRD SCHEDULE

Plan

drawing number 24-25/104_002

Drawings

numbered HS-HDM-BPS-P01 and HS-HDM-BPS-P02 and HS-HDM-BPS-V01

228120

KEY
- - - SITE OUTLINE

REV	DATE	DESCRIPTION	CHK

OFFICIAL SENSITIVE-OPERATIONAL

PLANNING

PROJECT:

DRAWING TITLE:

HUDDESFIELD NORTHGATE
PROPOSED BOUNDARY

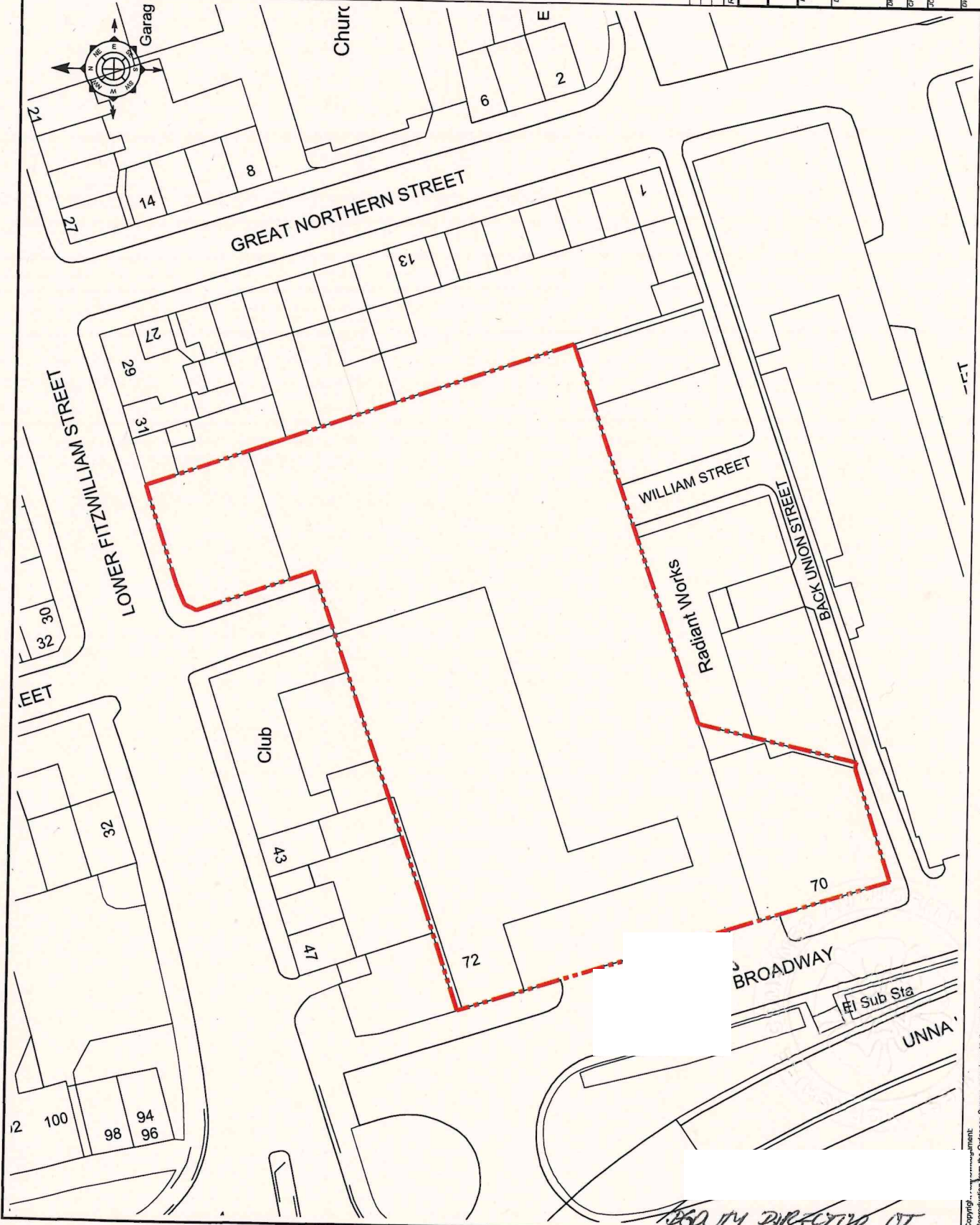
DRAWN BY: TC DATE DRAWN: 11/20/00 SCALE: 1:1250

CHECKED/APPROVED: JP DATE CHECKED: SITE CODE: HU1

CONCEPT 203079

24-25/104_002

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PROPERTY DIRECTOR OF
LEGAL SERVICES

228120

28170

- KEY**
- Road Markings - Existing Removed
 - Road Markings - Existing Refreshed
 - Road Markings - Proposed
 - Traffic Signs - Proposed New
 - Proposed Kerbs, Channels and Edging
 - Proposed Footway Works
 - Proposed Carriageway Reinstatement
 - Proposed Corduroy Warning Paving
 - Proposed Blister Crossing Paving
 - Proposed Directional Cycleway Paving
 - Proposed Pedestrian Guardrail
 - UTC Existing Poles Unaffected
 - UTC Existing Poles to Relocate
 - UTC Existing Poles as Relocated

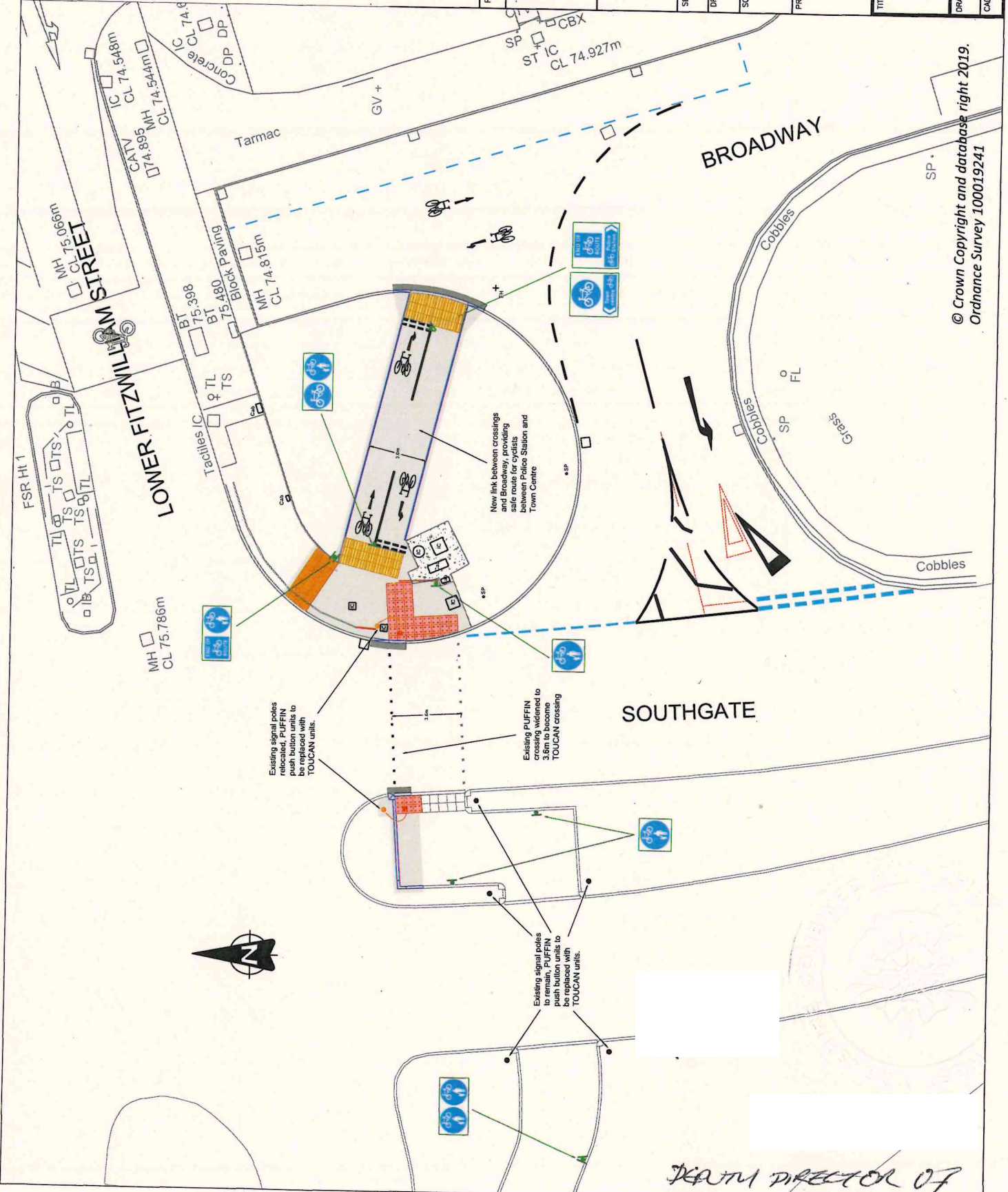
REF.	DATE	REVISIONS



Streetscene & Housing
 Flint Street, Fartown
 Huddersfield, HD1 6LG

SECTION	Highway Safety
DRAWN	D Barker
CHECKED	AD
PROJECT NO.	
DATE	Sep 2024
SCALE	N.T.S.
PLANNING	HDM
PROJECT	Proposed Police Station Broadway, Huddersfield

TITLE	A62 Southgate Proposed Cycle Link General Arrangement
DRAWING No.	HS-HDM-BPS-P01
CAD No.	



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 LEGAL SERVICES

22

KEY

- White Markings - Existing Refreshed
- White Markings - Proposed
- Double Yellow Lines - Existing
- Double Yellow Lines - Proposed
- Proposed Kerbs, Full Height and Transition
- Proposed Kerbs, Flush Pedestrian Crossing
- Proposed Concrete Channels
- Proposed Footway Works
- Proposed Carriageway Works
- Proposed Blister Crossing Paving
- Proposed Bollards
- Existing Kerb Lines to become redundant

REF. DATE

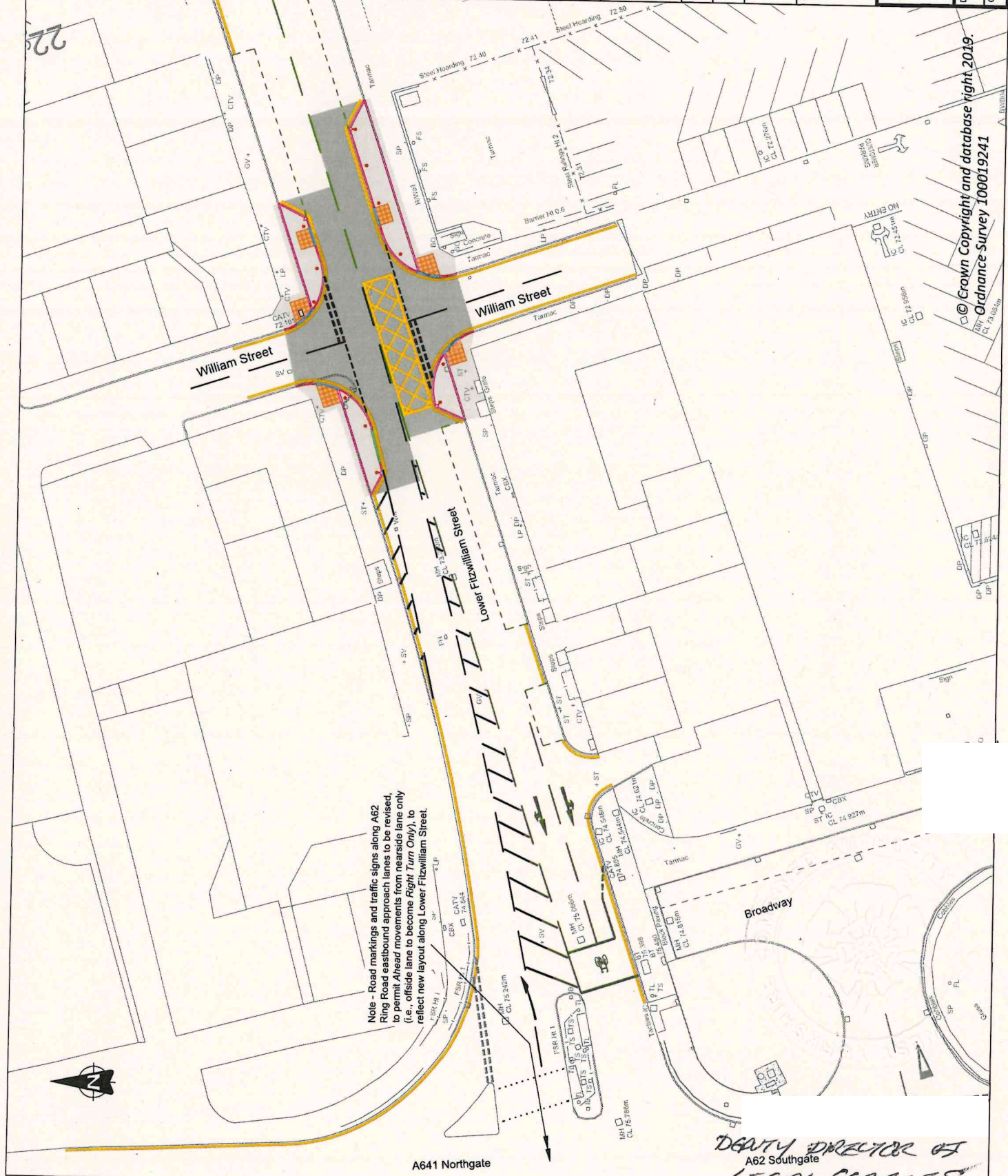
REVISIONS



Streetscene & Housing
 Flint Street, Fartown
 Huddersfield, HD1 6LG

SECTION	Highway Safety
DRAWN	D Barker
CHECKED	AD
PROJECT NO.	Planning HDM
DATE	Oct 2024
PROJECT	Proposed Police Station Broadway, Huddersfield

TITLE	William Street/Lower Fitzwilliam Street, Junction Improvements General Arrangement
DRAWING No.	HS-HDM-BPS-P02
CAD No.	



Note - Road markings and traffic signs along A62 Ring Road eastbound approach lanes to be revised, to permit Ahead movements from nearside lane only (i.e., offside lane to become Right Turn Only), to reflect new layout along Lower Fitzwilliam Street.

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A641 Northgate

DEPUTY DIRECTOR OF
 A62 Southgate
 LEGAL SERVICES

021827

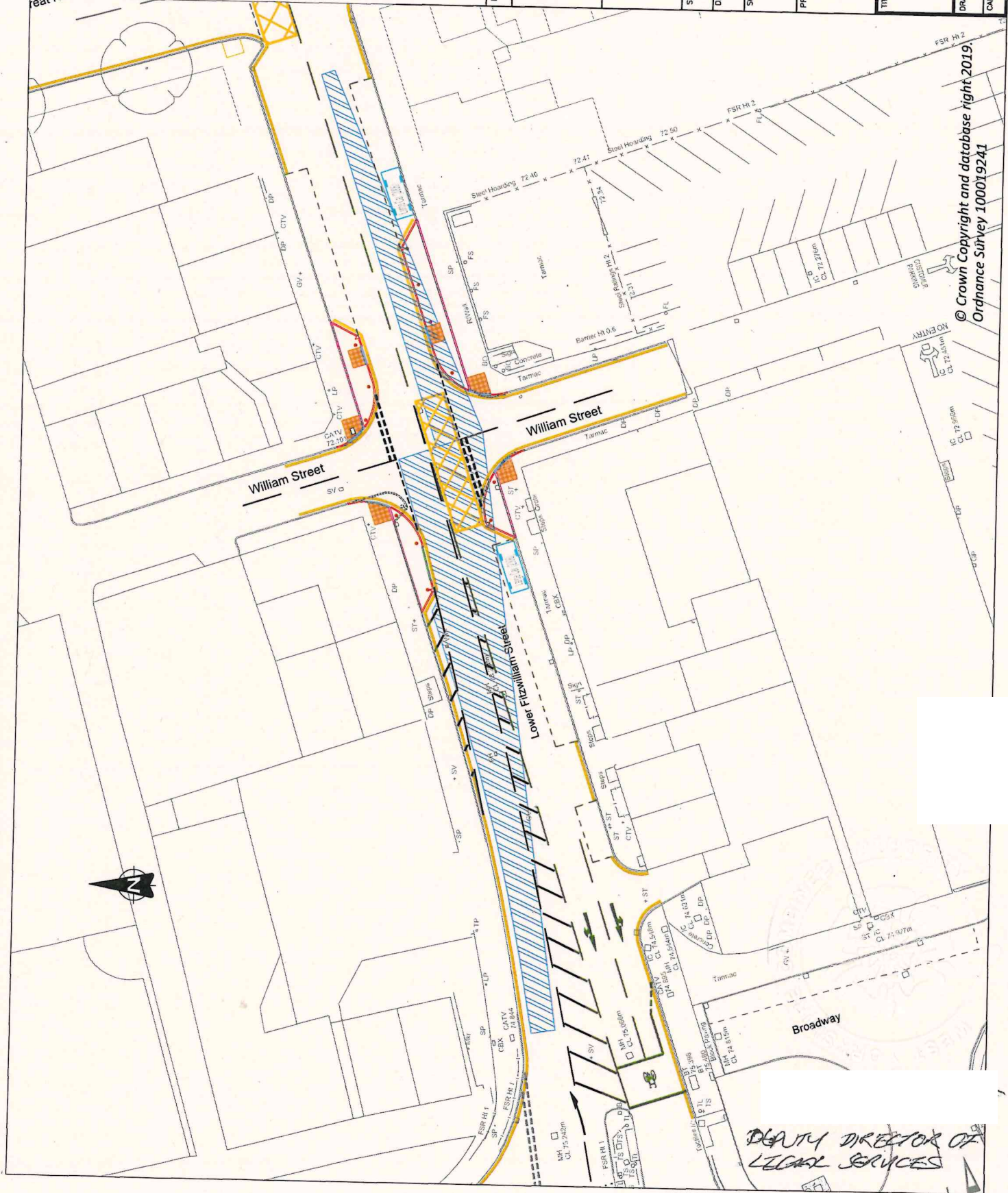
KEY
 Proposed access junction visibility splays, 'y' distances for SSD measured across central portions of approach lanes ('m offsets), from 2.4m setback, 'x' distance.

To the left 59.5m SSD achieved, equivalent to 35mph 65th percentile speeds (measured at 26.5mph)

To the right 39m SSD achieved, equivalent to 65th percentile speeds as measured at 26.5mph

REF.	DATE	REVISIONS

Kirklees COUNCIL	
Streetscene & Housing Flint Street, Fartown Huddersfield, HD1 6LG	
SECTION	Highway Safety
DRAWN	D Barker
CHECKED	AD
PROJECT NO.	Planning HDM
DATE	Oct 2024
PROJECT	Proposed Police Station Broadway, Huddersfield
TITLE	William Street/Lower Fitzwilliam Street, Junction Improvements Visibility Splays
DRAWING No.	HS-HDM-BPS-V01
CAD No.	



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