

Date: _____ **2025**

(1) THE METROPOLITAN BOROUGH OF BURY

and

(2) JOPA PROPERTY LIMITED

AGREEMENT
under Section 106 of the Town and Country
Planning Act 1990 (as amended) and other enabling powers relating to
land and buildings at the site of 47 Knowsley Street, Bury, BL9 0ST

Bury Council Legal Services
Town Hall
Knowsley Street
Bury
BL9 0SW

Ref: SD/057987

THIS AGREEMENT is made the _____ day of _____ 2025

BETWEEN:-

(1) THE METROPOLITAN BOROUGH OF BURY of Town Hall Bury BL9 0SW
("the Council"); and

(2) JOPA PROPERTY LTD (Co. Regn. No. 13844802) whose registered office
address is C/O Stuart Mcbain Ltd (Accountants) Unit 14 Tower Street,
Brunswick Business Park, Liverpool, England, L3 4BJ ("the Owner")

1. INTRODUCTION

- 1.1 The Owner is the registered leasehold owner of the Land pursuant to a 990 year lease (from 24th December 1902) registered at HM Land Registry under leasehold title number LA269289.
- 1.2 The Council is the enforcing Local Planning Authority for the purpose of the Act for the area within which the Land is situated.
- 1.3 The Application for the Development has been submitted to the Council and the Council resolved to grant the Planning Permission subject to the completion of this Agreement.
- 1.4 The planning purpose of this Agreement are to compensate for the loss of an employment use in Bury Town Centre arising as a direct result of the Development by securing the Employment Contribution pursuant to the Council's Unitary Development Plan Policy EC2/2: 'Employment Land and Premises Outside the Employment Generating Areas', and its accompanying Supplementary Planning Document 14: 'Employment Land and Premises'.

- 1.5 The Council and the Owner are satisfied and agree that the planning obligations in this Agreement are necessary to make the Development acceptable in planning terms, directly related to the Development, and fairly and reasonably related in scale and kind to the Development.

2. **DEFINITIONS AND INTERPRETATION**

- 2.1 In this Agreement (which is entered into as and may also be referred to herein as a 'Deed') unless the context requires otherwise the following words and expressions have the respective meaning as set out opposite to them:-

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

“Application” the application for planning permission carrying the Council's reference number 71276 for the Development on the Land

“Borough” the administrative area of the Council

“Commencement Date” the date upon which the Development shall be commenced by the carrying out on the Land of a material operation as specified in Section 56(4) of the Act which is pursuant to the Planning Permission and **“Commencement of Development”** or **“Commence”** **“Commenced”** or **“Commencement”** shall be construed accordingly

“Development”	the change of use of the existing building from offices (Use Class E) to 8 no. bedroom (single occupancy) House in Multiple Occupation (Sui Generis) with 2 no. front velux rooflights and 2 no. rear velux rooflights and the erection of 1.8m high boundary walls at rear with gated access as set out in the Application and the information submitted therewith
“Employment Contribution”	the sum of £5,694 (Five Thousand Six Hundred and Ninety Four Pounds) to be paid in accordance with and as set out in the First Schedule to this Agreement
“Employment Purposes”	for the purposes as set out in the Council's Supplementary Planning Document 14 - Employment Land and Premises (updated October 2011)
“Interest”	means interest at the rate of 4% (four percent) above the base lending rate of the Barclays Bank plc from time to time
“Land”	the land and buildings at 47 Knowsley Street, Bury, BL9 0ST identified edged in red on the Site Location Plan
“Local Land Charge”	an entry in the register of local land charges kept under the Local Land Charges Act 1975

“Monitoring Fee”	means the sum of £550 (Five Hundred and Fifty Pounds) to cover the costs of monitoring and reporting on the delivery of the planning obligations contained in this Agreement
“Planning Permission”	means planning permission granted in pursuance of the Application for the Development
“Site Location Plan”	the plan attached to this Agreement with Drawing No: 47KR/199/BR

3. INTERPRETATION

- 3.1 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 relating to either the whole or any part of the Land and in the case of the Council the successors to their respective statutory functions
- 3.2 This Deed is given with the intent to bind the Owner's long leasehold interest in the Land
- 3.3 Obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally
- 3.4 Words importing persons include firms organisations companies and bodies corporate and vice versa
- 3.5 Words importing the singular shall include the plural and vice versa
- 3.6 Words importing masculine and feminine genders include each of the other genders and the neuter gender

- 3.7 Construction of this Agreement shall ignore the front sheet and the headings which are for reference only
- 3.8 Any reference to any statutory provision shall include any subsequent re-enactment or amending provision and every statutory instrument direction or specification made pursuant to or deriving from that provision
- 3.9 Any updates amendments supersedes revocations withdrawal or any other changes to planning policy shall for the avoidance of any doubt not affect the construction of nor extinguish any of the obligations in this Agreement
- 3.10 An obligation to do something includes an obligation to procure it to be done and an obligation not to do something includes an obligation not to allow it to be done
- 3.11 References to “the Land” shall include the whole and any part or parts of the Land

4. OPERATIVE PROVISIONS

- 4.1 This Agreement is a planning obligation by agreement made pursuant to Section 106 of the Act so as to bind the Land in accordance with that Section and shall be enforceable as such by the Council
- 4.2 In so far as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers

5. **COMMENCEMENT**

This Agreement shall only come into effect on the date of the Agreement unless otherwise specifically identified in this Agreement

6. **CESSATION AND LIABILITY**

6.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Land or the part of the Land in respect of which such breach occurs save that for clarification they shall remain liable for any and all breaches prior to parting with such interest in the Land or part of the Land

6.2 This Agreement shall cease to have effect if:-

6.2.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or modified (save as to any non-material amendments to the Development as shall be agreed from time to time by the Council and the Owner) prior to the Commencement Date;

6.2.2 the Planning Permission (if granted) shall expire prior to the Commencement Date

6.3 Insofar as any clause or clauses (or for the purposes of schedules paragraph or paragraphs) or parts of the same 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 legality or enforceability of the remaining provisions of this Deed.

6.4 No planning obligation contained in this Agreement shall be revoked or modified except in accordance with S106A of the Act

- 6.5 The cessation of this Agreement shall not affect the liability of any party for any breach prior to its cessation
- 6.6 Nothing in this Agreement shall be taken or construed as absolving the Owner from obtaining any other consent or approval required by law including for the avoidance of doubt permission for access to or development necessary and/or pertaining to the Development on any area of land which is not the Land
- 6.7 The covenants in this Agreement shall **not** be enforceable against:
- 6.7.1 any statutory body or service supply company of an electricity substation gas governor pumping station water pumping station or other statutory undertaker service which have been or are to be constructed or installed in or on the Land; and/or
 - 6.7.2 any purchasers, owners, owner-occupiers or tenants of the Dwellings constructed pursuant to the Planning Permission nor if applicable their respective mortgagees nor against those deriving title from such persons save for where the contrary is expressly provided in this Agreement.

7. COVENANTS WITH THE COUNCIL

- 7.1 The Owner hereby covenants with the Council to observe and perform the covenants set out in the First Schedule
- 7.2 The Owner hereby covenants with the Council to pay to them upon the execution of this Agreement the Council's reasonable legal fees in the sum of **£750** (seven hundred and fifty pounds) together with a sealing fee of **£70.00** (seventy pounds) and the Monitoring Fee

- 7.3 The Owner further covenants with the Council to pay by way of reimbursement any reasonably and properly incurred legal fees or costs of the Council in enforcing the terms of this Agreement following a breach of its terms by the Owner except where the payment of such costs falls to be determined by a Judge in the Court of Civil Jurisdiction

8. **COVENANTS BY THE COUNCIL**

The Council covenants with the Owner to observe and perform the covenants set out in the Second Schedule

9. **NOTICES**

All notices to be served upon the Council pursuant to this Agreement shall be served upon the Council Solicitor at Town Hall Bury BL9 0SW and all notices to be served by the Council shall be served in accordance with Section 233 of the Local Government Act 1972

10. **LOCAL AUTHORITY POWERS**

Nothing in this Agreement shall be taken or construed as restricting the Council in the operation of its statutory duties and powers

11. **LOCAL LAND CHARGE**

This Agreement shall be registered as a Local Land Charge and following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

12. **INTEREST**

If any payment due under this Agreement is paid late then Interest will also be payable from the date payment is due to the date payment is received

13. **RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

14. **JURISDICTION**

This Agreement shall be interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the Court of England

15. **DELIVERY**

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

EXECUTED AS A DEED on the date specified at the commencement of this Agreement

FIRST SCHEDULE

Owner's Covenants with the Council

The Owner hereby covenants as follows:-

EMPLOYMENT CONTRIBUTION

1. Prior to or upon the completion of this Agreement the Owner shall pay to the Council the Employment Contribution for the Employment Purposes.
2. The Owner shall provide the Council with at least seven clear days' written notice of the Commencement Date.
3. The Owner shall not cause or permit the Commencement of Development unless and until it shall have paid the Employment Contribution to the Council in accordance with paragraph 1 of this First Schedule.

SECOND SCHEDULE

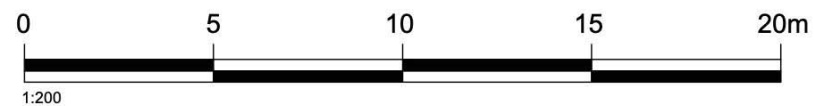
Covenants by the Council

EMPLOYMENT CONTRIBUTION

1. The Council shall pay the Employment Contribution into a designated account of its choosing and shall not spend allocate or commit for expenditure any part of the Employment Contribution until either the Commencement Date or upon written receipt of the Commencement Date in accordance with paragraph 2 of the First Schedule of this Agreement.
2. The Council covenants to use the Employment Contribution for the Employment Purposes only.
3. The Council covenants that if upon the expiry of the tenth anniversary of the Commencement Date or the date written notice of the Commencement Date is received in accordance with paragraph 2 of the First Schedule (whichever is the later) there remains any sum of the Employment Contribution unspent unallocated or uncommitted for expenditure in such an account then such remaining sum shall be repaid by the Council to the Owner.



EXISTING SITE PLAN
1:200@A3



Rev	Amendments	Date	Ints
Mark Gordon Design + Associates			
Project			
47 KNOWSLEY ROAD, BURY, BL9 0ST			
Drawing Title			
EXISTING SITE PLAN			
Drawn	TW	Checked	—
Date	OCT 2024	Scale	A3 1 : 1250/200
Drawing No.	47KR/199/BR	Rev.	

IN WITNESS whereof the Council and the Owner have executed this Deed and delivered it
the day and year first before written

THE COMMON SEAL of THE)
METROPOLITAN BOROUGH)
OF BURY)
was hereunto affixed in the presence of:-

Council Solicitor

EXECUTED AS A DEED by)
JOPA PROPERTY LIMITED)
acting by two Directors:-)

Director

Director