

PLEASE SEE SECTION 6, RE UNIT OPENING HOURS

**OLDHAM**   
Metropolitan Borough 

**Environmental Services**

Town and Country Planning Act 1990  
Town and Country (General Regulations) 1992

**PLANNING PERMISSION**

Correspondence Address:  
K Ripplinghall Design Consults  
The Church Yard  
2 St. Marys Street  
Holme  
Manchester

Applicant:  
Visual Style Ltd  
Moorfield Farm  
Hall Moss Lane  
Stockport

**Part 1. Particulars of Development**

APPLICATION NUMBER: PA/044516/03

DATE OF APPLICATION: 21/03/2003

PROPOSAL: Resubmission of PA/43654/02 for erection of three storey mixed use development comprising 2 no. retail units and 5 no. two bedroom flats

LOCATION: 90-98 Rochdale Road, Royton, Oldham

**Part 2. Particulars of Decision**

Oldham Metropolitan Borough Council hereby give notice that PERMISSION HAS BEEN GRANTED to carry out the development detailed in Part 1. above in accordance with the application and plans submitted.

The permission is granted subject to the following conditions:

1. The development must be begun not later than the expiry of FIVE years beginning with the date of this permission.

Reason - To comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

2. The development hereby approved shall be fully implemented in accordance with the approved plans and specifications, received on 16th May 2003, which are referenced as follows K527.04A and K527.05A, unless otherwise agreed in writing by the Local Planning Authority.

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Reason - For the avoidance of doubt and to ensure that the development is carried out in accordance with the approved plans and specifications.

3. No development shall take place unless and until a detailed scheme for treating all open areas of the site has been submitted to and approved in writing by the Local Planning Authority. The detailed scheme shall specify: the position, size, numbers and species of all trees and shrubs to be planted, the area(s) to be top-soiled, cultivated and grass seeded and/or turfed, the height, shape and quantity and type of materials to be used in earth mounding, and the materials to be used, the design, height and construction details of walls, fences and hard-surfaces.

Reason - To ensure that the development site is landscaped to an acceptable standard in the interests of protecting the visual amenity and character of the site and its surroundings.

4. The landscaping scheme to be approved for the site to comply with Condition 03 of this permission shall be fully implemented in the first planting season after the commencement of the development or in accordance with a phasing scheme to be agreed in writing with the Local Planning Authority. Thereafter, any trees or shrubs which die, are removed or become seriously damaged or diseased within a period of five years from the completion of the development, shall be replaced in the next planting season with others of a similar size, number and species to comply with the approved plan unless otherwise agreed in writing by the Local Planning Authority.

Reason - To ensure that the landscaping scheme is carried out and protected in the interests of visual amenity and to safeguard the future appearance of the area.

5. No development shall take place unless and until samples of the materials to be used on all external elevations, including the roof, of the development have been submitted to and approved in writing by the Local Planning Authority. The materials used throughout the development shall be consistent in terms of colour, size and texture with the approved samples.

Reason - To ensure that the appearance of the development is acceptable to the Local Planning Authority in the interests of the visual amenity of the area within which the site is located.

- X 6. The opening hours of the retail units shall be restricted to the

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hours of 08.00 to 18.00 hours only and at no other times.

**Reason - To protect the amenities of occupiers of nearby properties**

7. The development hereby approved shall not be brought into use unless and until the car parking spaces have been provided entirely in accordance with the approved plan received on 16th May 2003 (Ref. K527.04A) and thereafter the parking spaces shall not be used for any purpose other than the parking and manoeuvring of vehicles.

Reason - To ensure that adequate off-street parking facilities are provided for the development so that parking does not take place on the highway to the detriment of highway safety.

8. No development shall commence unless and until a site investigation and assessment in relation to the landfill gas risk has been carried out and the consultant's written report and recommendation have been submitted to the Local Planning Authority. Thereafter, all remedial measures recommended in the report shall be carried out during the course of the development but must first be approved by the Local Planning Authority. Following completion of the works a satisfactory completion report shall then be submitted to the Local Planning Authority so that full requirements of condition can be discharged.

Reason - In order to protect public safety, because the site is located within 250 metres of a former landfill site.

9. No development shall commence unless and until a site investigation and assessment to identify the extent of land contamination has been carried out and the consultant's report and recommendations have been submitted to and approved in writing by the Local Planning Authority. Thereafter, all remedial measures recommended in the report shall be carried out during the course of the development but must first be approved in writing by the Local Planning Authority. Following completion of the works a satisfactory completion report shall then be submitted to the Local Planning Authority so that the full requirements of the condition can be discharged.

Reason - In order to protect public safety and the environment.

Date of Decision: 05/06/2003

Signed on behalf of the Council

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### INFORMATION NOTES

1. The policies of the adopted Oldham Unitary Development Plan relevant to this decision are:

Policy BE1.1, RV2.2 and S1.8

2. You are advised to contact the Environmental protection Section of the Council on 0161 911 3445 or 4465 before any landfill gas or contaminated land survey takes place.



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## LEASE PARTICULARS

### A. Prescribed Lease Clause

<b>LR1. Date of Lease</b>	1 August, 2007
<b>LR2. Title number(s)</b> <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i>  <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>	<b>LR2.1 Landlord's title number(s)</b> Title number GM832171  <b>LR.2.2 Other title numbers</b>  None
<b>LR3. Parties to this lease</b>  <i>Give full names, addresses and company's registered number, if any, of each of the parties.</i>  <i>For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix</i>  <i>For foreign companies give territory in which incorporated</i>  <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i>	<b>Landlord</b>  Visualstyle Limited registered in England with Company Number 02818451 whose registered office is Alpha House, 4 Greek Street, Stockport, Cheshire SK3 8AB  <b>Tenant</b>  JOHN BROOK and LEANNE BRAITHWAITE of 14 Queen Street, Royton, Oldham OL2 5JY  <b>Other parties</b>  Management Company Visualstyle (Parkview) Management Limited registered in England with Company Number 05875509 whose registered office is at Manchester Business Park, Aviator Way, Manchester M22 5TG
<b>LR4. Property</b>  <i>Insert a full description of the land being leased</i>  <i>Or</i>  <i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i>  <i>Where there is a letting of part of a</i>	<b>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</b>  Ground Floor Unit Number 1 at 90/98 Rochdale Road Royton Oldham Greater Manchester as the same forms part of the property comprised in the title referred to above more particularly described in Schedule 1

matters contained or referred to in Schedule 4 the Tenant paying therefore by way of rent throughout the Term without any deduction, counterclaim or set off (whether legal or equitable):-

- 2.1. To the Landlord the Rent annually on the anniversary of the date hereof if demanded;
- 2.2. To the Company the Insurance Rent;
- 2.3. To the Company by way of additional rent a service charge in respect of the items in Part 2 of Schedule 5 calculated and payable in accordance with Part 1 of Schedule 5;
- 2.4. All other sums (including VAT) due from the Tenant to the Landlord or the Company under the terms of this Lease.

3. **TENANT'S COVENANTS**

See section 3.7 USE

The Tenant covenants with the Landlord:-

3.1. **Rent and Payments**

To pay the Rent and other sums reserved as rent by this Lease at the times and in the manner at and in which the same is reserved in this Lease and made payable;

3.2. **Outgoings**

To pay all rates, taxes, duties, charges, assessments and outgoings whatsoever which are now or may during the Term be payable in respect of the Property Provided always that if any of the above are payable in respect of the Building or any part (being a part including the Property) without apportionment then the Tenant covenants to pay a proper proportion of them to be conclusively determined by the Landlord;

3.3. **Repair**

To keep the Property clean and in good and substantial repair and working order (damage by those of the Insured Risks excepted unless such insurance is vitiated or payment of the policy monies refused in whole or in part in consequence of any act or omission of the Tenant or the Tenant's employees, licensees or visitors and/or the Tenant fails to pay any excess in accordance with the provisions of this Lease);

3.4. **Access of Landlord and Notice to Repair**

To permit the Landlord and the Company and all persons authorised by the Landlord or the Company (with or without equipment) to enter upon the Property at any time on reasonable prior notice (except in an emergency where no notice is required) to take inventories, to view and examine the state of repair and condition of the Property and to determine whether the Tenant has complied with all its obligations in this Lease;

3.5. **Dealings**

3.5.1. Not to assign a part or parts (as opposed to the whole) of the Property;

3.5.2. Within one month after any assignment, assent, transfer or devolution of an interest under this Lease or the grant of any underlease of the Property or any mortgage or

charge of the Property, to produce to the Landlord's solicitors a certified copy of the document evidencing the same and pay the Landlord's solicitors reasonable fees for its registration (being not less than £30) together with any fees payable to any mortgagee;

**3.6. Alterations**

Not in any circumstances to make any structural alteration to the Property or any part thereof nor to erect or build any additional or substituted building or structure nor cut maim or injure or permit or suffer to be cut maimed or injured any of the Conducting Media the walls timbers or floors thereof

**3.7 Use**

Not to use the Property for any noxious noisy or offensive trade or business nor for any illegal or immoral act or purpose nor for the manufacture sale or consumption of beer wine or spirituous liquors nor for the sale display downloading or viewing or pornographic material nor as a school consular or diplomatic office hotel club billiard-saloon take-away fast-food outlet snack-bar launderette sex shop betting office gaming house bingo hall discotheque dance hall lap/table dancing bar/club funfair leisure centre or amusement arcade nor for the business of an undertaker and not to do in or upon the Demised Premises anything which may be or grow to be a nuisance annoyance disturbance or inconvenience or cause damage to the Landlord or to the owners tenants and occupiers of any adjoining and neighbouring property

**3.8 Landlord's Release**

Not unreasonably to withhold consent to an application made by the Landlord pursuant to Section 8 of the Landlord and Tenant (Covenants) Act 1995 for a release from the Landlord's covenants under this Lease PROVIDED that the Landlord shall pay all proper and reasonable costs and expenses incurred by the Tenant in connection with such application.

**3.9 Costs**

To pay to the Landlord all reasonable and proper costs charges and expenses (including reasonable legal costs and fees payable to a surveyor) which may be incurred by the Landlord in the proper contemplation of or incidental to the preparation and service of a notice under Section 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

**3.10 Statutory Provisions**

At the Tenant's cost to comply with all Acts of Parliament both present and future affecting the Property or the user thereof and to keep the Landlord indemnified against all actions, proceedings, costs, claims, demands and liabilities relating to them;

**3.11 Indemnity**

To keep the Landlord the Company and any Superior Landlord fully indemnified against all losses, actions, proceedings, costs, claims, demands and expenses arising directly or indirectly out of any act, omission or negligence of the Tenant, or any persons at the

Property expressly or impliedly with the Tenant's authority or any breach or non observance of the covenants, conditions or other provisions of this Lease or any matters to which this demise is subject;

### **3.12 VAT**

3.12.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant or any other supply of goods or services (within the meaning of section 5 and Schedule 4 of the Value Added Tax Act 1994) made by the Landlord or the Company to the Tenant under this Lease so far as such tax is properly chargeable upon the same and in relation to taxable supplies made by the Landlord or the Company to the Tenant the Landlord or the Company will deliver to the Tenant a VAT invoice addressed to the Tenant;

3.12.2 In every case where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord or the Company under the terms of or in connection with this Lease to reimburse also any VAT paid by the Landlord or the Company on such payment unless the VAT is actually recovered by the Landlord or the Company as an input in relation to supplies to the Landlord;

### **3.13 Interest on Arrears**

That if any sums from time to time payable by the Tenant to the Landlord or the Company under this Lease are not paid to the Landlord or the Company within 14 days of the date on which such sums become due (whether lawfully demanded or not) or are tendered to the Landlord or the Company but the Landlord or the Company reasonably refuses to accept them so as to preserve any rights the Landlord has, to pay to the Landlord (without prejudice to any other right, remedy or power available to the Landlord or the Company) interest on such sums (both before and after any judgement) from the date when they first became due until the date of actual payment at the Interest Rate;

### **3.14 Non-Obstruction of Common Parts**

Except so far as otherwise permitted by this Lease, not to place on or within the Common Parts any items whatsoever or cause any obstruction to them;

### **3.15 Superior Title**

To observe and perform the matters contained or referred to in the documents listed in Schedule 4 so far as any of them are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions, proceedings, costs, claims and demands in any way relating to them;