

**TOWN AND COUNTRY PLANNING ACT 1990**  
**SECTION 106**

**UNILATERAL UNDERTAKING**

**GIVEN BY:**

INEOS CHLOR LIMITED

**IN FAVOUR OF:**

HALTON BOROUGH COUNCIL

**IN RESPECT OF:**

An Energy from Waste Combined Heat and Power Generating Station  
On land at Runcorn Cheshire

Zyda Law  
Lindum House  
44 Wellington Road Nantwich  
Cheshire CW5 7BX  
[www.zydalaw.com](http://www.zydalaw.com)



**THIS UNILATERAL UNDERTAKING** is made as a Deed on the 04 day of July 2011

**BY:**

- (1) **INEOS CHLOR LIMITED** (company number 4068812) whose registered office is at PO Box 9 Runcorn Site HQ South Parade Runcorn Cheshire WA7 4JE ('the Owner')

**IN FAVOUR OF:**

- (2) **HALTON BOROUGH COUNCIL** of Municipal Building Kingsway Widnes Cheshire WA8 7QF ('the Council')

**RECITALS:**

- A The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Application Site is situated and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable.
- B The Owner has submitted to the Council an application for its written agreement under planning condition 57 of the deemed grant of planning permission made by the Secretary of State pursuant to the Electricity Act 1989 Section 36 for consent to operate an Energy from Waste Combined Heat Generating Station at Runcorn, Cheshire.
- C The Owner is the owner of an estate in fee simple and (in part) leasehold of the Application Site.
- D This Deed is conditional upon the grant of Permission pursuant to the Application and Implementation.

**NOW THIS DEED WITNESSES** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Deed the following expressions shall have the following meanings:



**“1990 Act”** means the Town and Country Planning Act 1990

**“Application”** means the application under condition made pursuant to the Town and Country Planning (Development Management Procedure) Order 2010, Regulation 30 dated 24 February 2011 received and registered as valid (Reference Number: 11/00186/COND) by the Council on the 25 February 2011

**“Application Site”** means the land within the industrial site at Runcorn Cheshire shown for identification purposes only edged in red on the Site Plan (annexed to this Deed) and being registered at HM Land Registry under Title Reference Number: CH513183

**“Approved Route”** means the joining or exiting of the A557 Runcorn Expressway at the Picow Farm Road junction (whether travelling northbound or southbound) and travelling south along Picow Farm Road and Barlow Way (the new access road) as shown for identification purposes only by solid yellow line on the Routeing Plan annexed to this Deed

**“Council”** means the Halton Borough Council whose principal office is at Municipal Building Kingsway Widnes Cheshire WA8 7QF and any successor to its statutory functions as planning authority and any duly appointed employee or agent of the Council or such successor

**“Energy from Waste Facility”** means the Energy from Waste Combined Heat Generating Station at Runcorn, Cheshire permitted by the Planning Permission

**“Heavy Goods Vehicle”** means a mechanically propelled road vehicle that is of a construction primarily suited for the carriage of goods or burden of any kind and designed or adapted to have a maximum weight exceeding 3,500 kilograms when in normal use and travelling on a road laden

**“Implementation”** means carrying out of a material operation as defined in section 56(4) of the 1990 Act and “implement” and “implemented” shall be construed accordingly

**“Owner”** means INEOS CHLOR Limited (company number 4068812) whose registered office is at PO Box 9 Runcorn Site HQ South Parade Runcorn Cheshire WA7 4JE

**“Permission”** means the written agreement of the Council to approve the Application



**“Planning Permission”** means the deemed grant of planning permission for the Energy from Waste Facility made by Secretary of State decision letter dated 16<sup>th</sup> September 2008 (Reference Number: 01.08.10.04/8C)

**“Prohibited Route”** means the joining or exiting of the A557 Runcorn Expressway at the Castner Kellner junction and or travelling along Bankes Lane Lydiate Lane South Parade Sandy Lane and or entering Picow Farm Road from the south at its junction with Sandy Lane

**“Relevant Journey”** means a Heavy Goods Vehicle journey undertaken in connection with the operation of the Energy from Waste Facility either accessing or egressing the Application Site

**“Routeing Plan”** means the plan marked “Routeing Plan” annexed to this Deed

**“Site Plan”** means the plan marked “Site Plan” annexed to this Deed

## 1.2 Interpretation

1.2.1 Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply

1.2.2 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation

1.2.3 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Deed

## 2. Statutory Powers

2.1 This Deed is made pursuant to Section 106 of the 1990 Act and the obligations contained in this Deed are made and given by the Owner to the Council:

- (a) as planning obligations for the purposes of Section 106 of the 1990 Act
- (b) as they relate to the Application Site
- (c) to bind the Owner’s legal interest in the Application Site
- (d) are enforceable by the Council



**3. Commencement**

3.1 The entry into force of this Deed and the provisions and obligations contained herein is conditional upon:

- (a) the Permission being granted and
- (b) Implementation

**4. Owner's Covenants**

4.1 The Owner hereby covenants to the Council in the terms of the planning obligations described in Schedule 1.

**5 Release**

5.1 This Deed shall be deemed to have been revoked and be of no effect (without any further act on the part of the Owner) if Implementation has not taken place within 3 years of the date of this Deed or where the Permission shall be quashed following a legal challenge.

**6 Effect of Revocation**

6.1 In the event of the Permission (in whole or part) being revoked or varied by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner the obligations of the Owner under this Deed shall immediately thereupon cease absolutely.

**7 Contracts (Rights of Third Parties) Act 1999**

7.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or be capable of enforcing any term in this Deed.





**8      Registration as Local Land Charge**

8.1      The Council shall have the right to register this Deed as a local land charge for the purposes of the Local Land Charges Act 1975.

**IN WITNESS** whereof this Deed has been executed and is intended to be and is hereby delivered on the date first above written:

**EXECUTED AS A DEED BY )**

**INEOS CHLOR LIMITED    )**

Acting by:                            )



.....  
Director



.....  
~~Director / Company Secretary~~

J. S. WATTS

WITNESS

## Schedule 1

### Owner's Covenants

The Owner covenants with the Council:

1. Not at any time to cause or permit Heavy Goods Vehicle operated by it on a Relevant Journey to pass along any part of any road in which is a Prohibited Road except:
  - 1.1 to the extent necessary to enable any vehicle to deliver or collect goods (excluding refuse derived fuel) relating to the Owner's business or businesses to or from an address or addresses on a Prohibited Road;
  - 1.2 to the extent necessary to enable the driver of any vehicle to comply with any direction given to him by a police officer or traffic warden or with any traffic sign for the time being in place prescribing the route to be taken by vehicles;
  - 1.3 in the event that there is an obstruction on the Approved Route or the roads that connect to it for a period of greater than one hour then Heavy Goods Vehicles may use a Prohibited Road to access or when egressing the Application Site.
2. To use all reasonable endeavours to ensure that where a person other than the Owner operates a Heavy Goods Vehicle on a Relevant Journey that that person observes the requirements of sub-clauses 1.1, 1.2 and 1.3 as if that person were the Owner.
3. Without prejudice to sub-clauses 1.1, 1.2 and 1.3 to instruct or (in cases where the Owner may not reasonably instruct) advise his employees, agents, contractors, suppliers and customers as to the routes to be observed by Heavy Goods Vehicles to accord with the obligations placed upon the Owner by the said sub-clauses 1.1, 1.2 and 1.3.
4. That the instructions referred to in clause 3 shall include the following to be implemented in accordance with details which have been submitted to and approved by the Council:

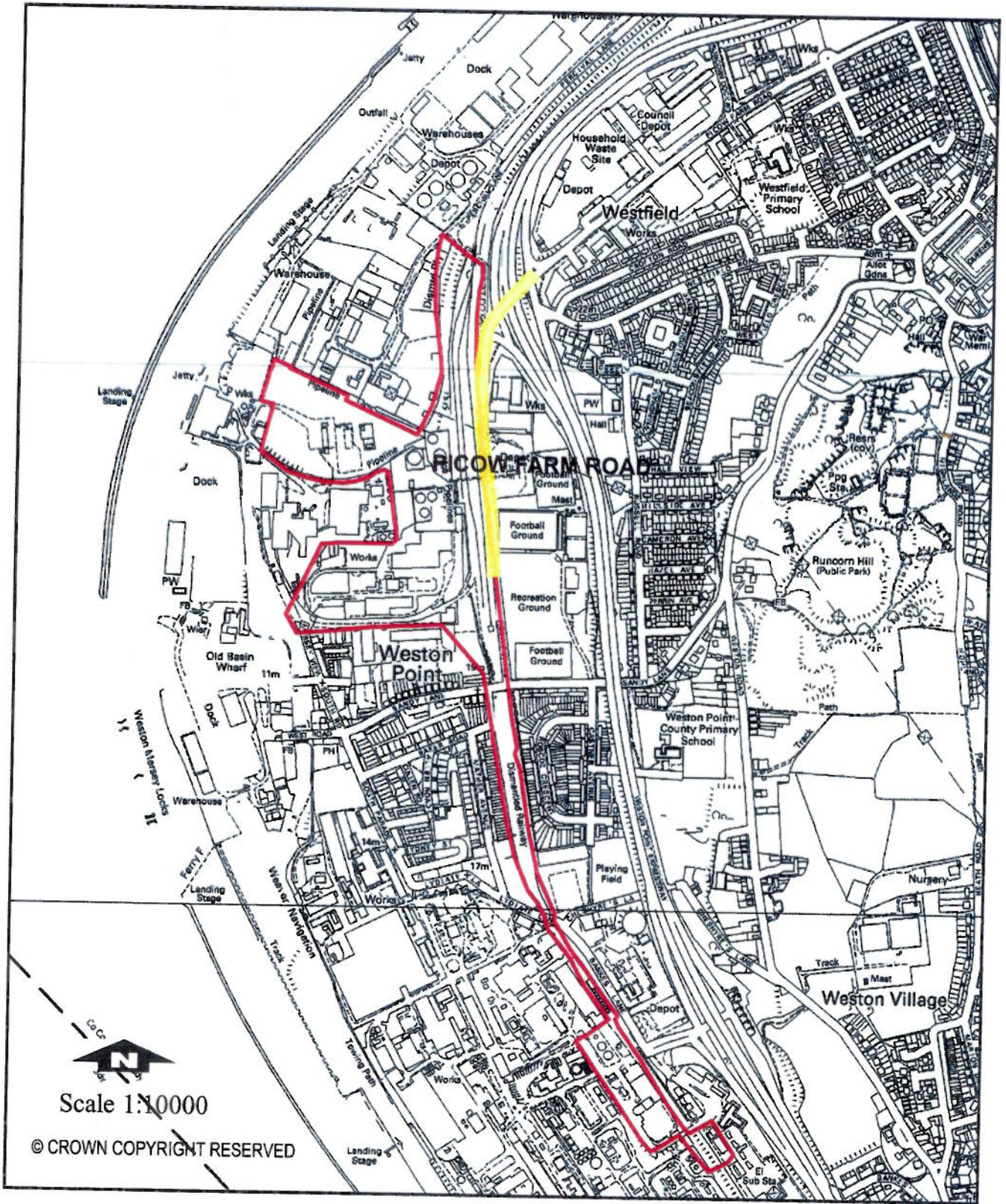


- 4.1 letter to be sent to all parties working on the construction of the Energy from Waste Facility prior to the commencement of operation of the Energy from Waste Facility and at suitable intervals thereafter or as directed by the Council advising of the Approved Route and the obligations contained in this Deed;
  - 4.2 the information at clause 4.1 to be re-iterated during initial site induction for all hauliers, contractors or suppliers and/or their employees accessing the Application Site;
  - 4.3 mail shot detailing the Approved Route to be sent to all hauliers contractors or suppliers and any other party who might reasonably be expected to access the Application Site prior to the commencement of operation of the Energy from Waste Facility and at suitable intervals thereafter or as may reasonably be directed by the Council.
5. To include within every contract into which the Owner enters with any haulier, contractor or supplier such provisions as will require such haulier contractor or supplier to comply with the routeing arrangements specified in clause 1 of this Schedule (in respect of any Heavy Goods Vehicle operated by such haulier, contractor or supplier on a Relevant Journey) and as will enable the Owner to take sanctions against non-compliance by such haulier, contractor or supplier (including the prohibition of a specified driver employed by such hauliers, contractors or suppliers from entering the Application Site who has committed 3 breaches, of the routeing arrangements specified in clause 1 of this schedule, within a period of 365 days).
  6. In consultation with the Council (in its capacity of Local Highway Authority) the Owner will determine the need and shall provide at its own cost for the erection of highway signage to direct Heavy Goods Vehicles accessing and egressing the Application Site on a Relevant Journey to the Approved Route.





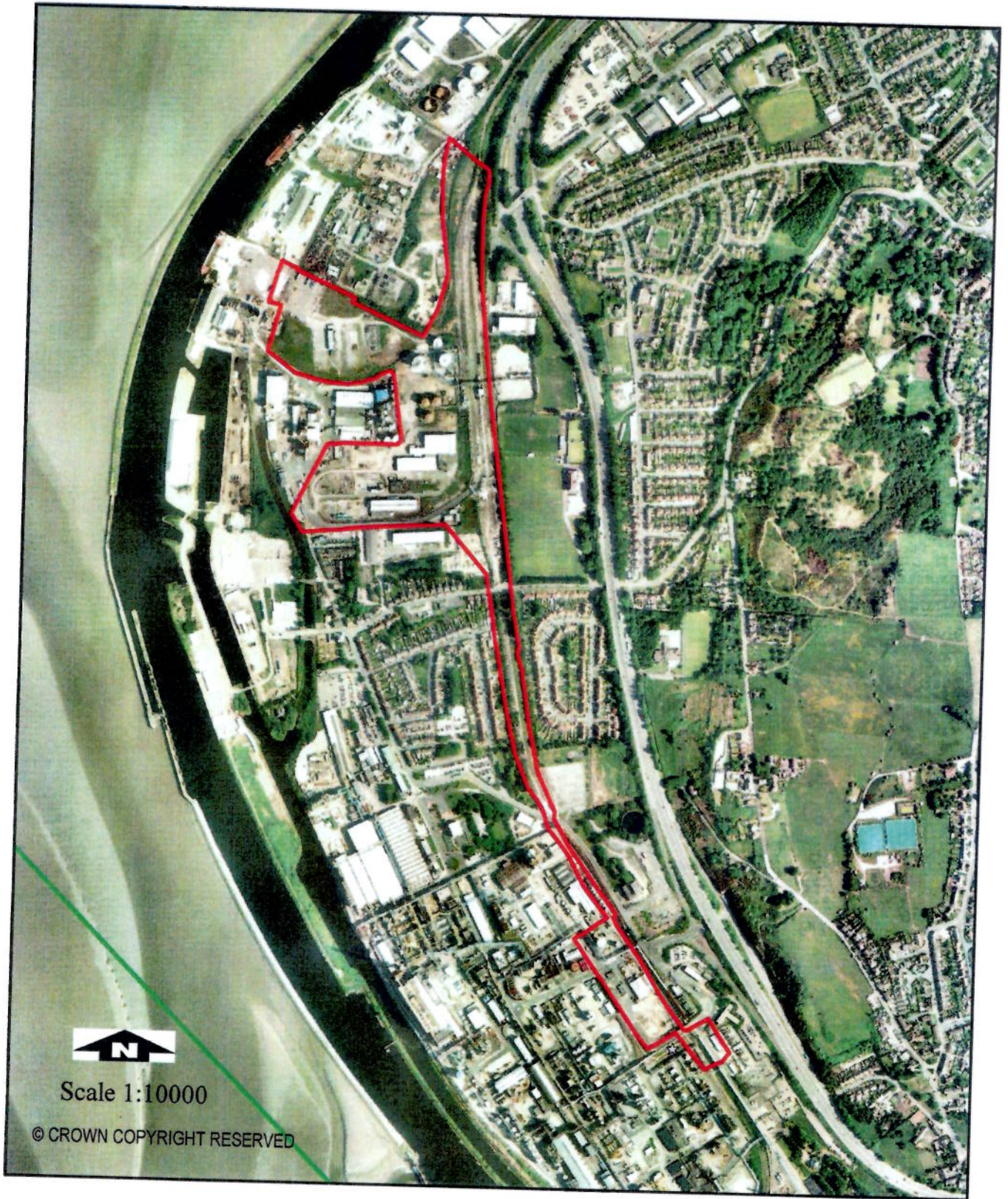
# Routeing Plan



*AD*



# Site Plan



Scale 1:10000

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