

Permission to Access the Route from the Landowner

The owner of the land crossed by the route has responded to correspondence requesting permission for the appointed Inspector to access the route. However, as there is a school operating on the land they have requested that they are informed when the Inspector will be visiting in order to facilitate access.

From: Jackson, Francesca <francesca.jackson1@lancashire.gov.uk>

Sent: 17 April 2026 12:35 PM

To: Katy Cox <kcox@romerocat.com>

Subject: DMMO Claimed Public Footpath from Footpath FP1101135 known as Sandy Lane, Accrington to an unnamed track south east of St Annes and St Joseph's Roman Catholic School (5_30805)

You don't often get email from francesca.jackson1@lancashire.gov.uk. [Learn why this is important](#)

Dear Ms Cox

The above Definitive Map Modification Order was made by the County Council on 6 February 2013.

An objection was received to the Order and the next stage is to submit it to the Secretary of State for determination. A Planning Inspector will be appointed to consider all the evidence and will request that the case be determined by way of written representations, local hearing or public inquiry.

The Planning Inspectorate has requested that permission to access the land in question is sought from the landowner (please see document 13 [OMA Checklist January 2026.docx](#)). Although Lancashire County Council own the land crossed by the route, it is leased to the Romero Catholic Academy Trust. I have been informed by legal that the Planning Inspector will require permission from the Romero Catholic Academy Trust as they have a 125 year lease over the site where the route is located.

Please can you confirm if you are willing to allow the Inspector to access the land?

Kind regards

Francesca Jackson
Paralegal
Highways, Planning & Environment
Local Services

Hi Francesca,

Thanks for your email below, I'm picked this up on behalf of Katy.

We are happy to confirm access for the Planning Inspector to access the land as part of the Definitive Map Modification Order process.

The only thing we would ask is that the Inspector contacts us in advance of any visit. This will allow us to help facilitate access, particularly if the school is operating at the time.

If any further information is required, please let me know.

Best wishes,
James



James Bolton
Head of Operations and Estates
07396 732780 | james.bolton@romerocat.com

ROMERO CATHOLIC ACADEMY TRUST
OFFICE 204 | GROUP FIRST HOUSE | SHUTTLEWORTH MEAD | PADIHAM | BB12 7NG

RE: Query re Inspector Accessing the Land



Paul Scrivener <Paul.Scrivener@planninginspectorate.gov.uk>
To: Jackson, Francesca

This sender Paul.Scrivener@planninginspectorate.gov.uk is from outside your organisation.

Reply Reply All Forward

Tue 21/04/2026 10:37

From: Jackson, Francesca <francesca.jackson1@lancashire.gov.uk>
Sent: 20 April 2026 14:43
To: Paul Scrivener <Paul.Scrivener@planninginspectorate.gov.uk>
Subject: Query re Inspector Accessing the Land

Hi Paul

I hope you're well.

I am preparing a new bundle to submit. As per Document 13, the landowner has provided written permission for the Inspector to access the land. However, they have requested that the Inspector contacts them in advance of the visit. Would this be possible to arrange?

Kind regards

Francesca Jackson
Paralegal
Highways, Planning & Environment
Legal Services
Lancashire County Council
T: 01772 536379
W: www.lancashire.gov.uk



RE: Query re Inspector Accessing the Land



Paul Scrivener <Paul.Scrivener@planninginspectorate.gov.uk>
To: Jackson, Francesca

This sender Paul.Scrivener@planninginspectorate.gov.uk is from outside your organisation.

Reply Reply All Forward

Tue 21/04/2026 10:37

Start your reply all with: Feedback

Hi Francesca

Thanks for the email.

In relation to the Inspector contacting the Landowner, this would depend on the reason for this.

If the landowner believes that it would be vital that they would be needed to physically provide access to the route in order for the Inspector to carry out their Site Visit, then this would be considered.

If it is the case that that the landowner wanted to join the Inspector on their Site Visit in person for any reason, then this would only be arranged in terms of changing the Site Visit from Unaccompanied to Accompanied.

Accompanied Site Visits can only take place under strict conditions, specifically that parties from both sides of the case (inc. the OMA) are invited and agree to attend, and that all parties understand that such a site visit would only be for the parties to point out physical aspects of the route should the Inspector ask, it would not be an opportunity for any party to directly discuss the case or evidence with the Inspector.

In either scenario, the landowner would not be able to discuss the case or evidence in person with the Inspector during a Site Visit.

I hope that answers your question.

Regards

Paul Scrivener.

RE: Query re Inspector Accessing the Land



Paul Scrivener <Paul.Scrivener@planninginspectorate.gov.uk>
To Jackson, Francesca



Tue 21/04/2026 10:37

This sender Paul.Scrivener@planninginspectorate.gov.uk is from outside your organisation.

Start your reply all with:

From: Jackson, Francesca <francesca.jackson1@lancashire.gov.uk>
Sent: 21 April 2026 10:33
To: Paul Scrivener <Paul.Scrivener@planninginspectorate.gov.uk>
Subject: RE: Query re Inspector Accessing the Land

Hi Paul

Thank you for your response.

The reason is that there is a school on the land and knowing in advance when the Inspector will be visiting would help the landowner to facilitate access, particularly if the school is operating at the time.

Kind regards

Francesca Jackson
Paralegal
Highways, Planning & Environment
Legal Services
Lancashire County Council
T: 01772 536379
W: www.lancashire.gov.uk



RE: Query re Inspector Accessing the Land



Paul Scrivener <Paul.Scrivener@planninginspectorate.gov.uk>
To Jackson, Francesca



Tue 21/04/2026 10:37

This sender Paul.Scrivener@planninginspectorate.gov.uk is from outside your organisation.

Hi Francesca

Thank you for supplying further info, I'd suggest detailing this in the cover letter and including this request with the landowners details when you submit the order.

Regards

Paul Scrivener



Paul Scrivener
Casework Officer
Rights of Way and Common Land Decision Service

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number LAN111990

Edition date 16.12.2010

- This official copy shows the entries on the register of title on 07 NOV 2023 at 11:35:54.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 07 Nov 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title.

LANCASHIRE : HYNDBURN

- 1 (16.12.2010) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south side of Sandy Lane, Accrington.
- 2 (16.12.2010) The land has the benefit of the rights reserved by a Transfer of land forming part of St Annes Roman Catholic Infant School dated 24 November 1987 made between (1) The Lancashire County Council and (2) Salford Roman Catholic Diocesan Trustees Registered.

NOTE: Copy filed.

- 3 (16.12.2010) The land has the benefit of the rights reserved by a Transfer of land adjoining St Annes Roman Catholic Infant School dated 1 May 2003 made between (1) The Lancashire County Council and (2) Salford Roman Catholic Diocesan Trustees Registered.

NOTE: Copy filed under LA939349.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (16.12.2010) PROPRIETOR: THE LANCASHIRE COUNTY COUNCIL of P.O. Box 78 County Hall, Preston PR1 8XJ.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (16.12.2010) The land tinted pink on the title plan is subject to the rights reserved by a Conveyance of the land tinted pink on the title plan and other land dated 30 December 1908 made between (1) John Hargreaves and others and (2) George Watson Macalpine.

C: Charges Register continued

NOTE: Copy filed.

- 2 (16.12.2010) The land is subject to the rights granted by a Deed of Grant dated 25 November 1987 made between (1) Lancashire County Council and (2) Salford Roman Catholic Diocesan Trustees Registered.

NOTE: Copy filed under LA888357.

- 3 (16.12.2010) The land is subject to the rights granted by a Deed of Grant dated 26 June 1992 made between (1) The Lancashire County Council and (2) British Gas Plc.

The said Deed also contains restrictive covenants by the grantor.

NOTE:-Copy filed under LA936349.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

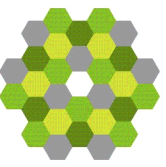
This official copy is issued on 07 November 2024 shows the state of this title plan on 07 November 2023 at 11:35:54. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

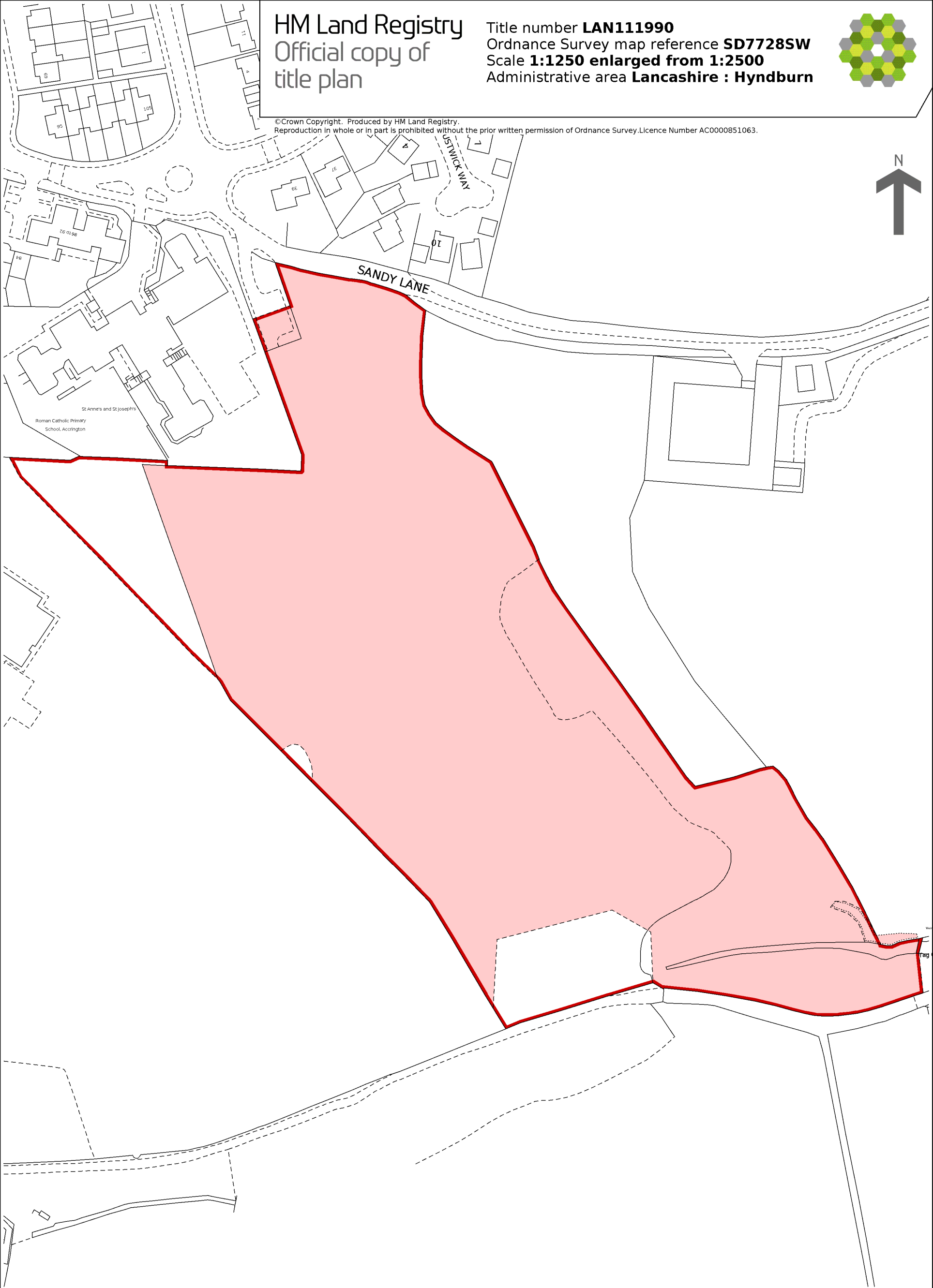
This title is dealt with by the HM Land Registry, Fylde Office .

HM Land Registry Official copy of title plan

Title number **LAN111990**
Ordnance Survey map reference **SD7728SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Lancashire : Hyndburn**



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Dated 1 November **2023**

(1) LANCASHIRE COUNTY COUNCIL

- and -

(2) ROMERO CATHOLIC ACADEMY TRUST

LEASE

Property:

**Land on south side of Sandy Lane at
St Anne's and St Joseph's RC Primary
School Accrington**

Term:

125 years

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1. Date of lease:

1 November 2023

LR2. Title number(s):

LR2.1

Landlord's title number(s):

LAN111990

LR2.2

Other title number(s):

None

LR3. Parties to this lease:

Landlord:

Lancashire County Council of PO Box 100,
County Hall, Preston PR1 0LD

Tenant:

Romero Catholic Academy Trust (Company
number 11907285) whose registered office is
at Office 204, Group First House Mead Way,
Shuttleworth Mead, Padiham, Burnley,
Lancashire, England, BB12 7NG

LR4. Property:

(referred to in the
remainder of this
lease as the
"Property") 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

Please see the definition of "Property" in
clause 1.1

**LR5. Prescribed
statements etc:**

The statements contained in clause 10 of this
Lease

**LR6. Term for which the
Property is leased:**

(referred to in the
remainder of this

The term is as follows 125 years from and
including

lease as the "Term")

- LR7. Premium: None
- LR8. Prohibitions or restrictions on disposing of this lease: This lease contains a provision that prohibits or restricts dispositions
- LR9. Rights of acquisition etc:
- LR9.1 None
- LR9.2 None
- LR9.3 None
- LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property: None
- LR11. Easements:
- LR11.1 Easements granted by this lease for the benefit of the Property:
None
- LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property
None
- LR12. Estate rentcharge burdening the Property: None
- LR13. Application for standard form of restriction: The Parties to this lease apply to enter the following standard form of restriction against the title of the Property:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT

**LR14. Declaration of trust
where there is more
than one person
comprising the
Tenant:**

Not applicable

THIS LEASE is made the 1 day of November 2023

BETWEEN:

- (1) **LANCASHIRE COUNTY COUNCIL** of PO Box 100, County Hall, Preston PR1 0LD ("the Landlord")
- (2) **ROMERO CATHOLIC ACADEMY TRUST** (Company number 11907285) whose registered office is at Office 204, Group First House Mead Way, Shuttleworth Mead, Padiham, Burnley, Lancashire, England, BB12 7NG ("the Tenant")

NOW IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:

- | | |
|--------------------------------|--|
| "Amenities" | drainage water gas electricity telephone and any other services or amenities of like nature; |
| "Conduits" | gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them; |
| "End Date" | the date that falls 90 working days after the Funding Termination Date; |
| "Environment Acts" | the Environmental Protection Act 1990, the Environment Act 1995, the Water Resources Act 1991, the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term; |
| "Fixtures and Fittings" | and all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air conditioning lighting plumbing sanitary and sprinkler systems hardware and cabling of computer systems and any other apparatus from time to time in or upon the Property; |
| "Funding Agreement" | <ol style="list-style-type: none">(a) an agreement pursuant to Section 1 of the Academies Act 2010 made between (1) the Secretary of State for Education and (2) the Tenant supplemental to a Master Funding Agreement made between the same parties; and(b) any replacement or renewal of such agreement between the same parties and in substantially the |

same form; and

- (c) any replacement agreement made between the Tenant and the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations of the Tenant's kind) and which provides funding for the Tenant in relation to the operation of educational services at the Property;

"Funding Termination Date" the date that falls 30 working days after the termination of the Funding Agreement;

"Insured/Covered Risks" fire, lightning, explosion, earthquake, storm, tempest, flood, subsidence, landslip, heave, impact, terrorism, bursting or overflowing of water tanks and pipes, damage by aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time or are covered by the Risk Protection Arrangement of which the Tenant is a member, Subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters or by the terms of the Risk Protection Arrangement, provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks upon terms or at a premium which the Tenant considers reasonable or if the risks are not covered by the Risk Protection Arrangement of which the Tenant is a member then during such period such risk or risks are deemed to be excluded from the definition of "Insured/Covered Risks";

"Interest" interest at the rate of 4 per cent per annum above National Westminster Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time;

"Landlord's Property" land and buildings (if relevant) including the Property registered at the Land Registry under Title Number LAN111990;

"Law" any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority;

"Lease" this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it;

"Outgoings"	all present and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses);
"Plan"	the plan annexed to this Lease;
"Planning Acts"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term;
"Premises Acts"	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;
"President"	the President of the Royal Institution of Chartered Surveyors;
"Property"	the property described in Schedule 1;
"Reinstatement Value"	the full cost of reinstating the Property including:- <ul style="list-style-type: none"> (a) temporarily making the Property safe and protecting any adjoining structures; (b) debris removal demolition and site clearance; (c) obtaining planning and any other requisite consents or approvals; (d) complying with the requirements of any Law; (e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement; (f) all construction costs; (g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant);
"Relevant Secretary of State"	such secretary of state or Minister of the Crown as may be nominated by the Secretary of State for Education to take an assignment of this Lease;

"Rent"	a peppercorn;
"Risk Protection Arrangement"	arrangements to cover certain risks as operated by the Department for Education.
"Secretary of State for Education"	the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Tenant at the relevant time;
"Term"	125 years from and including the Term Commencement Date;
"Term Commencement Date"	1 November 2023
"Termination Date"	the date of expiration or sooner determination of the Term;
"the 1954 Act"	the Landlord and Tenant Act 1954;
"the 1995 Act"	the Landlord and Tenant (Covenants) Act 1995;
"VAT"	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 In interpreting this Lease:-

- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise;
- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term;
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested;
- 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute;