

Dated

16 August

2022

**Planning Obligation by Deed of Agreement under Section 106 of the
Town and Country Planning Act 1990**

relating to Land known as known as Imagination 3, Image Business Park, Acornfield Road,
Knowsley, Liverpool

- (1) Knowsley Metropolitan Borough Council
- (2) Knowsley (Image Business Park) Limited
- (3) Seybourne Estates Limited
- (4) HSBC UK Bank Plc
- (5) Liverpool City Region Combined Authority
- (6) EELVF IV UK C2 Limited

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EXECUTION OF DEED

DATE

16 August

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PARTIES

- (1) **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings, Archway Road, Huyton, Knowsley, Merseyside, L36 9YU ("Council")
- (2) **KNOWSLEY (IMAGE BUSINESS PARK) LIMITED** (Company Registration Number 10477678) whose registered office is 180 Piccadilly, London, W1J 9HF ("Owner One")
- (3) **SEYBOURNE ESTATES LIMITED** (company number 08018692) whose registered office is at Hyde House, The Hyde, Edgware Road, London, NW9 6LA ("Owner Two")
- (4) **HSBC UK BANK PLC** (company number 09928412) whose registered office is at 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ and whose address for service is Credit Services – Collateral Management Utility, Customer Service Centre, BX8 5HB ("Mortgagee One")
- (5) **LIVERPOOL CITY REGION COMBINED AUTHORITY** of 1 Mann Island, Liverpool L3 1BP ("Mortgagee Two")
- (6) **EELVF IV UK C2 LIMITED** (company number 13632480) whose registered office is at Lynton House, 7-12 Tavistock Square, London WC1H 9BQ (known as "Exeter")

INTRODUCTION

- 1 The Council is the Local Planning Authority and Local Highway Authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Council is the freehold owner of the Site registered under title number MS192977.
- 3 Owner One is the leasehold owner of that part of the Site registered under title number MS544858.
- 4 Owner Two is the leasehold owner of the remainder of the Site registered under title number MS686105.
- 5 Mortgagee One has a charge over Owner One's interest in the Site. An application has been made to HM Land Registry to register the charge against title number MS544858 which at the date of this Deed is in the course of registration.
- 6 Mortgagee Two has a registered charge dated 20 December 2019 over that part of the Site which is registered in the Charges Register against title number MS686105.
- 7 Exeter has the benefit of a Contract for Sale to acquire the Site dated 27 October 2021 with Owner One and Owner Two conditional on the grant of Planning Permission.
- 8 Owner Two has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

- 9 The Council is minded to grant planning permission pursuant to delegated powers subject to the prior completion of this Deed.
- 10 The parties to this Agreement agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990.
"Application"	the application for full planning permission submitted to the Council for the Development and allocated reference number 21/00857/FUL.
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, 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 any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Committed"	any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies.
"Development"	the development of the Site for the erection of industrial mixed E(g)(iii), B2 & B8 uses, with ancillary offices, car parking, service

	area and soft landscaping as set out in the Application.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics.
"Indexation Date"	means the date immediately preceding the date hereof when the last figure was published for the Index unless expressly stated otherwise in this Deed.
"Index Linked"	means the contribution is to be adjusted by an amount equivalent to any increase in the Index from and including the Indexation Date to and including the date the last figure for the Index is published for the month immediately prior to payment of the relevant contribution to the Council (or where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose the date of application of such sum for the specified purpose) and " Indexation " shall be construed accordingly.
"Interest"	interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time.
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction, fitting out or decoration or temporary occupation for marketing or display or in relation to security operations and "Occupy" shall be construed accordingly.
"Owners"	Owner One and Owner Two.
"Parties"	means the parties to this Deed and "Party" shall be construed accordingly.
"Plan"	the plan attached to this Deed at Appendix 1.
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Fourth Schedule.

"Site"

the land against which this Deed may be enforced as shown edged red on the Plan and described in the First Schedule.

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 severally 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 person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners as the local planning authority.
- 3.3 To the extent that any of the covenants, restrictions and requirements are not planning obligations for the purposes of Section 106 of the 1990 Act they are entered into pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto and/or facilitating the enforcement of the obligations contained herein against the Owners and with the intent of binding the Owners to observe and perform the obligations contained in this Deed.

4 CONDITIONALITY

Save for this clause and clauses 1 – 3 and 7 – 17 which shall come into effect on the date hereof this Deed is conditional upon the grant of the Planning Permission.

5 THE OWNERS' COVENANTS

5.1 The Owners covenant with the Council as set out in the Second Schedule.

5.2 The Owners hereby warrant and confirm that apart from the Parties hereto there are no other persons with a legal estate or equitable or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owners as set out in the Third Schedule.

7 MISCELLANEOUS

7.1 The Owners shall pay to the Council on completion of this Deed:

7.1.1 the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and

7.1.2 the sum of £260.00 in respect of the Council's initial fee for registering the obligations contained within this Deed.

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

7.3 This Deed shall be registrable as a local land charge by the Council.

7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7.6 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.

7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.9 The planning obligations in this Deed shall not be enforceable against:

7.9.1 any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant Statutory Undertaker is occupying the

relevant part of the Site for its purposes as a Statutory Undertaker nor against plant equipment conduits or structures located within the Site used as part of its statutory undertaking; nor

7.9.2 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant, or as the owner of the sub-soil of any highway within the Site.

- 7.10 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) granted (whether or not on appeal) after the date of this Deed.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.12 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party as detailed in this Deed or such other address notified in writing to the other party from time to time.
- 7.13 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the new permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission (or the Secretary of State or Inspector in their determination of such appeal) indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8 WAIVER

No waiver (whether expressed or implied) by the Council or the Owners 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 Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owners agree to give the Council within 14 days written notice of any disposal of the Site (or part thereof) which has taken place and which occurs before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased or demised (as appropriate) by reference to a plan.

10 INDEXATION

Any sum referred to in the Second Schedule shall be Index Linked and where the Owners are required by this Deed to apply a specified sum or make a specified sum available for a specified purpose such sum shall also be Index Linked.

11 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the actual date of payment.

12 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax ("VAT") properly payable.

13 DISPUTE PROVISIONS

- 13.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person 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 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.
- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 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.
- 13.3 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 twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 13.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

14 MORTGAGEE'S CONSENT

14.1 Mortgagee One acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT Mortgagee One shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

14.2 Mortgagee Two acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT Mortgagee Two shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

15 EXETER

Exeter hereby consents to the Owners entering into this Deed and agrees to Exeter's interest in the Site being bound by this Agreement and the obligations hereunder PROVIDED THAT FOR THE AVOIDANCE OF DOUBT in the event that Exeter becomes the leasehold owner of the Site (or any part thereof) or acquires any other legal estate therein or is carrying out the Development (or any part thereof) Exeter shall be liable to observe and perform the Owners' obligations as if they were the Owner.

16 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

17 DELIVERY

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 executed this Deed on the day and year first before written.

FIRST SCHEDULE

Details of the Owners' title and description of the Site

Details of the Owners' Title

The leasehold property being land at Image Business Park, Acornfield Road, Knowsley, Liverpool which is part of the land registered with title absolute at HM Land Registry under title number MS686105.

The leasehold property being land and buildings on the east side of Acornfield Road, Knowsley, Liverpool which is part of the land registered with title absolute at HM Land Registry under title number MS544858.

Description of the Site

All that land known as Imagination 3, Image Business Park, Acornfield Road, Knowsley, Liverpool shown edged red on the attached Plan.

SECOND SCHEDULE

Covenants with the Council

PART 1

SOCIAL VALUE

1. In this Part 1 of the Second Schedule the following words and phrases shall have the meanings:

- 1.1 **"Social Value Strategy"** means a social value strategy (which may be amended from time to time in accordance with paragraph 3 of this Schedule) which seeks to maximise opportunities for residents of Knowsley through:

1.1.1 The creation of job opportunities;

1.1.2 The provision of skills training;

1.1.3 The means for advertising all vacancies (including subcontractor organisation vacancies) both which arise during the construction and the end use;

1.1.4 Identifying appropriate training courses and assisting applicants for employment who are not currently qualified for a particular vacancy to obtain the necessary training and qualifications;

1.1.5 The means of recruitment of local staff through Knowsley Works, Job Centre Plus and other professional recruitment partners; and

1.1.6 The means of ensuring and promoting equal opportunities as part of the employment process.

- 1.2 **"Social Value Contribution"** shall mean the sum of £8,596 (eight thousand five hundred and ninety six pounds) as a contribution towards supporting the provision of social value delivery relevant to the Development approved under the Application.

- 1.3 **"Social Value Monitoring Fee"** shall mean the sum of £5,731 (five thousand seven hundred and thirty one pounds) as a contribution towards the cost of monitoring compliance with the Social Value Strategy.

2. The Owners covenant with the Council as follows –

- 2.1 Prior to the Commencement of Development the Owners shall pay the Social Value Contribution and the Social Value Monitoring Fee to the Council and the Owners shall not Commence the Development until the Social Value

Contribution and the Social Value Monitoring Fee has been paid to the Council

2.2 Prior to the Commencement of Development the Owners shall submit to and obtain the Council's approval to a Social Value Strategy covering the period from the approval of the Social Value Strategy through to the end use of the Development which will seek to maximise the employment and training opportunities arising in the course of the construction of the Development and the completed Development for the benefit of the residents of Knowsley and the surrounding areas which may include:

- a) provision of on-site training and work experience, which may include on-site construction training and apprenticeships
- b) the recruitment of construction and other workers through local recruitment partners (such as Fusion21, Knowsley Works and Job Centre Plus) in the first instance but the Owners shall with the written approval of the Council be permitted to extend this to national recruitment partners or agencies where the Owners has provided evidence to the Council that sufficient numbers of suitably skilled and qualified workers cannot be identified using local recruitment partners
- c) the use of agreed means of advertising employment vacancies locally to maximise the opportunities for local residents to secure employment during the construction of the Development and the end use phase of the Development.

and the Owners shall not Commence the Development until the Social Value Strategy has been approved by the Council.

- 3. Where the Owners consider that the Social Value Strategy approved under paragraph 2.2 of this Schedule requires updating or further amendment, they may submit to the Council for its approval a revised Social Value Strategy covering the remaining development period through to the end use of the Development.
- 4. The Owners shall thereafter implement the approved Social Value Strategy and shall provide regular reports when reasonably requested by the Council or its authorised agents on the employment and training opportunities arising in the course of the construction of the Development and the end use phase of the Development.
- 5. The Owners shall co-operate with the Council and its authorised agents and otherwise facilitate the monitoring by the Council of the delivery by the Owners of the Social Value Strategy.

PART 2

TRAFFIC REGULATION ORDER CONTRIBUTION

1. In this Part 2 of the Second Schedule the following words and phrases shall have the following meanings:
 - 1.1 **"Traffic Regulation Order Contribution"** means the sum of £6,500.00 (six thousand five hundred pounds) to be paid to the Council and applied towards the costs of a traffic regulation order to provide double yellow lines along Acornfield Road.
- 2 The Owners covenant with the Council as follows:
 - 2.1 Prior to the first Occupation of the Development the Owners shall pay the Traffic Regulation Order Contribution to the Council and shall not Occupy the Development until this has been paid to the Council.

PART 3

TREE MAINTENANCE CONTRIBUTION

1. In this Part 3 of the Second Schedule the following words and phrases shall have the following meanings:
 - 1.1 **"Tree Maintenance Contribution"** means the sum of £1,711.68 (one thousand seven hundred and eleven pounds and sixty eight pence) (being £570.56 per tree) to be paid to the Council and applied towards the costs of maintaining trees within the grass verge along Acornfield Road.
2. The Owners covenant with the Council as follows:
 - 2.1 Prior to the first Occupation of the Development the Owners shall pay the Tree Maintenance Contribution to the Council and shall not Occupy the Development until this has been paid to the Council.

PART 4

MONITORING FEE

Interpretation

1 In this Schedule the following words and phrases shall have the meanings:

"Monitoring Fee" means the sum of £1560 (one thousand five hundred and sixty pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

2. The Owners covenant with the Council as follows:

2.1 Prior to the Commencement of Development the Owners shall pay the Monitoring Fee to the Council and shall not Commence Development until the Monitoring Fee has been paid to the Council.

THIRD SCHEDULE

Council's Covenants

Planning Permission

1. The Council hereby covenants to issue the Planning Permission within five working days of the date of this Deed.

Use and repayment of financial contributions

2. The Council hereby covenants with the Owners to use all sums received from the Owners under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the Council shall agree.
3. The Council covenants with the Owners that it will pay to the Owners such amount of any payment made by the Owners to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if such sum has been Committed to be spent by the Council) within fifteen (15) years of the date of receipt by the Council of the payment such payments to be paid together with interest at Barclays Bank PLC's base rate from time to time for the period from the date of payment to the date of refund.
4. The Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed.

FOURTH SCHEDULE

The Draft Planning Permission



Knowsl@y Council

REGENERATION AND ECONOMIC DEVELOPMENT

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION

Application No: 21/00857/FUL

Name and address of applicant

Seybourne Estates Ltd
180 Piccadilly
Victoria
W1J 9HF

Name and address of agent

Hale Architecture Limited
22c Leathermarket Street
London
SE1 3HP

Date of Receipt: 10 November 2021

Date Valid: 9 December 2021

Address/Location of Development:

Image Business Park
Acornfield Road
Knowsley Industrial Park
Kirkby
Knowsley
L33 7UF

Description of Development:

ERECTION OF INDUSTRIAL MIXED E(G)(III), B2 & B8 USES, WITH ANCILLARY OFFICES, CAR PARKING, SERVICE AREA AND SOFT LANDSCAPING

The Council of the Metropolitan Borough of Knowsley hereby give notice in pursuance of the above Act(s) that Planning Permission has been **granted** for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following condition(s):

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

Reason: In order to comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).

2. The development hereby permitted shall be carried out in accordance with the approved plans and documents listed in Schedule 1.

Reason: For the avoidance of doubt.

3. Notwithstanding any description of materials in the application, no above ground construction works shall take place until samples and / or full specification of materials to be used externally on the building have been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour and texture of the materials. The development shall be carried out only in accordance with the agreed schedule of materials.

Reason: In the interests of visual amenity and to comply with Policy CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

4. A. Risk Assessment

No development shall take place until an assessment of the risks posed by any contamination has been submitted to and approved in writing by the Local Planning Authority. This assessment must be undertaken by a suitably qualified contaminated land practitioner, in accordance with authoritative guidance (CLR 11), and shall assess any contamination on the site, whether or not it originates on the site.

Moreover, it must include (where relevant):

- i. a survey of the extent, scale and nature of contamination;
- ii. an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and
 - service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments.

B. Submission of Remediation Scheme

Where land affected by contamination is found which poses unacceptable risks, no development shall take place until a detailed remediation scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme must include an appraisal of remediation options, identification of the preferred option(s), the proposed remediation objectives and remediation criteria, and a description and programme of the works to be undertaken including the verification plan. As a minimum, the scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to its intended use.

C. Implementation of Approved Remediation Scheme

The approved remediation scheme shall be implemented and a verification report submitted to and approved in writing by the Local Planning Authority, prior to the development (or relevant phase of development) being brought into use.

D. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported immediately to the Local Planning Authority. Development on the part of the site affected must be halted and a risk assessment carried out and submitted to and approved in writing by the Local Planning Authority. Where unacceptable risks are found remediation and verification schemes shall be submitted to and approved in writing by the Local Planning Authority. These shall be implemented prior to the development (or relevant phase of development) being brought into use.

E. Materials Management Plan

Prior to the reuse of site won materials ('waste' and non-waste) a Materials Management Plan, signed off by a Qualified Person, shall be submitted to and agreed in writing with the local planning authority. The MMP shall demonstrate that any reuse of contaminated materials does not result in increased risk to the environment or human health.

F. Importation of Soil/Material

No soil is to be imported to the site until it has been tested for contamination and assessed for its suitability for the proposed development; a suitable methodology for testing this material should be submitted to and agreed by the Local Planning Authority prior to the soils being imported onto site. The methodology should include the sampling frequency, testing schedules, criteria against which the analytical results will be assessed (as determined by the risk assessment) and source material information. The analysis shall then be carried out and evidence submitted to and approved in writing to by the Local Planning Authority.

5. No construction work shall take place outside the hours of 08:00-18:00 hours Monday to Friday, 08:00-13:00 hours Saturday and not at all on Sundays/Public Holidays without the prior written permission of the Local Planning Authority.

Reason: To safeguard the amenities of nearby residents and to comply with Saved Policies S2 and H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

6. Fixed plant and machinery associated with the development shall be designed to a level that is at least 5dB(A) below the existing LA90 background noise level, as measured during the relevant time period. Any tonal, impulsive and/or irregular noise would be addressed by imposing a penalty as per the methodology set out in BS 4142:2014+A1:2019, Methods for Rating and Assessing Industrial and Commercial Sound. Noise limits for fixed plant are to apply at a position 1 metre from the closest affected window of the nearest noise sensitive property.

Reason: To safeguard the amenities of nearby residents and to comply with Saved Policies S2 and H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

7. Prior to commencement of development a Construction Management Plan shall be submitted to and agreed in writing by the Local Planning Authority that details the means of mitigation of construction effects. This shall include but not be limited to the following:

- a. Layout of the site compound including identification of areas for the storage of plant and materials, loading/unloading and turning areas for delivery vehicles

- b. A scheme for the control of noise
- c. Management of deliveries including prevention of waiting/layover of construction related traffic on the highway, measures for the control of traffic to and from the site and consideration of any temporary traffic management arrangements which may be necessary during periods of construction. Note reversing on the highway is not permitted without a Banksman.
- d. Construction staff parking arrangements
- e. Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
- f. Methods for dust control and suppression.
- g. A programme of works including phasing, if applicable.
- h. Adequate provision for addressing any abnormal wear and tear to the highway, if applicable.

All site works shall then be carried out in accordance with the approved Plan unless otherwise agreed in writing beforehand with the Local Planning Authority

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with saved Policies H5, and ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and Policy CS2 of the Core Strategy, adopted January 2016.

- 8. No development shall take place, with the exception of demolition, until a scheme to permanently close off the existing vehicular and/or pedestrian access on to Acornfield Road (circa 150m south of the Main Gate access for Image Business Park) has been submitted to and agreed in writing by the Council as Local Planning Authority. The scheme shall be implemented as agreed before any part of the development has been brought into use.

Reason: In the interests of highway safety and to comply with Policies CS2, CS7 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016.

- 9. The development shall not be brought into use until the areas indicated on Site Plan Drawing 21066 – PL1102 Rev I (Received 1st March) to be set aside for parking, servicing, vehicular manoeuvring, and pedestrians have been surfaced, drained and permanently marked out or demarcated in accordance with the details and specifications shown. These areas shall be retained as such thereafter.

Reason: In the interests of highway and pedestrian safety and to comply with Policy CS7 of the Core Strategy, adopted January 2016.

- 10. The proposed development shall not be brought into use until precise scheme detail of the proposed cycle storage highlighted on Site Plan Drawing 21066 – PL1102 Rev I have been submitted to and approved in writing by the Council as Local Planning Authority. The scheme shall be implemented as agreed before any part of the development has been brought into use. The cycle stores must be retained for use. For the avoidance of doubt, long stay cycle parking must be covered and offer a means to secure the cycles.

Reason: To ensure that adequate provision is made for parking cycles and motorcycles on the site and to comply with Policy CS7 of the Core Strategy, adopted January 2016.

11. During the construction phase of the development, Reasonable Avoidance Measures (RAMs) must be implemented to safeguard any amphibians, reptiles or mammalian wildlife (including great crested newts and badgers) that may be present at the site. The RAM's should include the following:

- Existing vegetation on the site will be gradually cut and removed under ecological supervision to encourage any amphibians/reptiles/mammals present to move away from the affected areas;
- The working area, together with any storage areas, will be kept clear of debris, and any stored materials will be kept off the ground on pallets so as to prevent amphibians/reptiles/mammals from seeking shelter or protection within them; and
- Any open excavations (e.g. foundations / footings / service trenches etc) will be covered with plywood sheeting (or similar) at the end of each working day. The edges of these sheets will be covered with a thick layer of topsoil or similar) to prevent amphibians/reptiles/mammals from seeking shelter beneath them. Any excavation must be in-filled and made good to ground level with compacted stone or similar at the earliest opportunity, so as to remove any hazard to amphibians / reptiles.

Reason: To ensure that adequate protection measures are in place for great crested newts and badgers which are a priority species to ensure compliance with Policy CS8 in the Knowsley Local Plan Core Strategy adopted 2016.

12. No tree felling, scrub clearance or hedgerow removal is to take place during the period 1 March to 31 August inclusive. If it is necessary to undertake works during the bird breeding season then all trees, scrub and hedgerows are to be checked first by an appropriately experienced ecologist to ensure no breeding birds are present. If present, details of how they will be protected are required to be submitted for approval. and the works to be carried out in accordance with the approved details.

Reason: To mitigate for the loss of bird nesting habitat and to ensure compliance with Policy CS8 in the Knowsley Local Plan Core Strategy adopted 2016

13. Prior to commencement of development a Landscape and Ecological Management Plan (as outlined within the Ecological Impact Assessment) shall be submitted to and agreed in writing by the Local Planning Authority. This shall include but not be limited to the inclusion of bat and bird nesting boxes. The approved details shall be implemented prior to the occupation of the building.

Reason: To mitigate for the loss of bird nesting habitat and to ensure compliance with Policy CS8 in the Knowsley Local Plan Core Strategy adopted 2016.

14. All hard and soft landscape works shall be carried out in accordance with the approved details shown on the approved plans in Schedule 1. The works shall be carried out before any part of the development is occupied or in accordance with a programme to be agreed in writing with the Local Planning Authority prior to any development commencing. Any trees / shrubs which are removed, die, become severely damaged or diseased within five years of their planting shall be replaced in the next planting season with trees / shrubs of similar size and species to those originally required to be planted and ensuring all tree stakes and ties are removed 3-5 years after planting, so the ties don't strangle the trees.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and to comply with, Policies

CS2 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, Saved Policy H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and the National Planning Policy Framework.

15. The development hereby permitted shall not be commenced, with the exception of demolition, until a scheme for the provision and implementation of a surface water regulation system to manage the risk of flooding from both overland flow and from the sewer network, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include hydraulic calculations for a 1 in 30 yr. storm and a 1 in 100yr storm with 30% climate change. The agreed scheme shall be implemented prior to the first occupation of the development. The surface water drainage scheme should be consistent with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards. Notwithstanding plans submitted with the application, the approved surface water drainage rate remains to be agreed under this condition. Prior to occupation of the proposed development, the drainage schemes shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To ensure a satisfactory form of development and to prevent an undue increase in surface water run off and to reduce the risk of flooding. To ensure a satisfactory drainage system is provided to serve the site in accordance with Paragraph 163 of the National Planning Policy Framework, House of Commons Written Statement 161 for Sustainable Drainage Systems, Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) and Policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy (January 2016).

16. Prior to occupation of the development, a sustainable drainage management and maintenance plan for the lifetime of the development shall be submitted to the local planning authority and agreed in writing. The sustainable drainage management and maintenance plan shall include as a minimum:
- a. Arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by a resident's management company; and
 - b. Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime.

Reason: To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development. To ensure effectiveness of the flood risk measures during the lifetime of the development policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy (January 2016).

17. Prior to the first occupation of the building, full details of the provision of photovoltaics (as contained within the approved Energy Statement document) shall be submitted to and approved by the Local Planning Authority. The approved details shall be implemented prior to the occupation of the building.

Reason: To reduce carbon emissions in accordance with Knowsley Local Plan Core Strategy Policies CS2, CS11 and CS22.

18. Prior to the first occupation of the building, details of Electric Vehicle Charging Points to be provided for that phase shall be submitted to and approved in writing by the Local Planning Authority. The works shall be implemented and made available for

use in accordance with the approved details prior to first occupation of the building and thereafter retained in accordance with the approved details.

Reason: In the interests of air quality, promoting sustainable travel opportunities and to comply with Policies CS2, CS7 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
10/11/2021	NOVEMBER 2021		DESIGN & ACCESS STATEMENT
10/11/2021	NOVEMBER 2021	2	ENERGY STRATEGY
10/11/2021	2180/EH/AMS001		ARBORICULTURAL METHOD STATEMENT (SEPTEMBER 2021)
10/11/2021	2180/EH/AIA001		ARBORICULTURAL IMPACT ASSESSMENT (SEPTEMBER 2021)
10/11/2021	SEPTEMBER 2021		TRANSPORT STATEMENT
10/11/2021	SEPTEMBER 2021		ECOLOGICAL IMPACT ASSESSMENT
10/11/2021	SEPTEMBER 2021		LANDSCAPE AND ECOLOGICAL MANAGEMENT PLAN
26/05/2022	21066-PL1000	A	SITE LOCATION PLAN
24/06/2022	21066-PL1001	C	EXISTING SITE PLAN
26/05/2022	21066-PL1102	J	PROPOSED SITE PLAN
24/06/2022	21066-PL1103	E	PROPOSED BLOCK PLAN
24/06/2022	21066-PL1105	C	PROPOSED SITE PLAN WASTE MANAGEMENT PLAN
01/03/2022	9879-PTA-XX-XX-DR-C-8320	P02	LEVELS PLAN OVERVIEW
01/03/2022	9879-PTA-XX-XX-DR-C-8321	P02	LEVELS PLAN SHEET 1/2
01/03/2022	9879-PTA-XX-XX-DR-C-8322	P02	LEVELS PLAN SHEET 2/2
10/11/2021	21066-PL114	B	GA SECTIONS
10/11/2021	21066-PL113	B	GA ROOF PLAN

10/11/2022	21066-PL1112	C	GA ELEVATIONS
10/11/2021	21066-PL1111	B	GA GF MAIN ENTRANCE, FF, SF GA PLAN
10/11/2021	21066-PL1110	C	GROUND FLOOR GA PLAN
01/03/2022	21066-PL1106	A	BUILDING 18 EXISTING & PROPOSED
01/03/2022	SP20222244	5.0	TYPICAL FOUNDATION PLINTH FOR 11kV UNIT SUBSTATION WITH 3.0 X 2.45M GRP ENCLOSURE
01/03/2022	21-80-03	A	TREE RETENTION & REMOVAL PLAN
01/03/2022	21-80-04	B	TREE PROTECTION PLAN
01/03/2022	21-80-05	C	LANDSCAPE PROPOSALS
10/11/2021	21-80-03	-	TREE RETENTION & REMOVAL PLAN
10/11/2021	21-80-02	-	TREE CONSTRAINTS PLAN
10/11/2021	21-80-01	-	TREE SURVEY PLAN
01/03/2022	9879-PTA-XX-XX-DR-C-9310	P01	ROOT PROTECTION SYSTEMS

REASON(S) FOR THE GRANTING OF PLANNING PERMISSION

The decision to grant planning permission has also been taken having regard to the policies and proposals as set out below, and to all relevant material considerations including supplementary planning guidance: -

SAVED POLICIES - KNOWSLEY REPLACEMENT UNITARY DEVELOPMENT PLAN (ADOPTED JUNE 2006)

EC3 - Primarily Industrial Areas
T8 - Transport Assessments
T9 - Travel Plans
DQ4 - Trees and Development
ENV2 - Noise and Vibration
ENV5 - Contaminated Land

KNOWSLEY LOCAL PLAN: CORE STRATEGY

CS1 - Spatial Strategy for Knowsley
CS2 - Development Principles
CS4 - Economy and Employment
CS7 - Transport Networks
CS8 - Green Infrastructure
CS11 - Principal Regeneration Area - Knowsley Industrial and Business Parks
CS19 - Design Quality and Accessibility in New Development
CS21 - Greenspaces and Trees

CS24 - Managing Flood Risk
CS27 - Planning and Paying for New Infrastructure

This informative is only intended as a summary of the reason(s) for the granting of planning permission. Should you require any further details relating to the decision please contact the relevant case officer (Jo Sheridan on 0151 443 2376)

ARTICLE 35 STATEMENT

The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including planning policies and any representations that may have been received and subsequently determining to grant planning permission in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

NOTE FOR APPLICANT:

IMPORTANT - PLEASE READ CAREFULLY THE NOTES BELOW AS FAILURE TO COMPLY COULD MAKE THE DEVELOPMENT HEREBY PERMITTED UNAUTHORISED

- 1) This planning permission is granted in strict accordance with the approved plans. It should be noted however that:
 - a) Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.
 - b) You or your agent or any other person responsible for implementing this permission should inform Planning Services immediately of any proposed variation from the approved plans and ask to be advised as to the best method to resolve the matter. Most proposals for variation to the approved plans will require the submission of a new planning application.
- 2) This permission is granted subject to conditions and it is the owner of the property and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.
- 3) If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development this is called a "condition precedent". The following should be noted with regards to conditions precedent.
 - a) If a condition precedent is not complied with prior to the start of development, the whole of the development will be unauthorised and you may be liable to enforcement action.
 - b) In addition, if the requirements of a condition precedent are subsequently not complied with, the development is unauthorised and the only way to rectify the development is the submission of a new application.

If any other type of condition is breached then you will be liable to a breach of condition notice.

NOTE FOR APPLICANT: The applicant's attention is drawn to the following comments;

1. Please see letter from Cadent
2. Please see letter from Merseyside Fire & Rescue Service

3. Highways S278 Agreement

It is an offence to carry out any works within the public highway without the permission of the Highway Authority. The grant of planning permission will require the developer to enter into an agreement under s278 of the Highways Act 1980 with the Council. The applicant is advised to contact SiteDevelopment@knowsley.gov.uk to discuss the matter further.

4. Bicycle Storage Security

Bicycle storage must be provided to security standard LPS 1175 Issue 8 AR1 / LPS 1175 SR1 set by the Loss Prevention Certification Board (LPCB). Similarly, a 'Sold Secure' standard to certification SS104 or SS314 can be provided

Date:

DRAFT

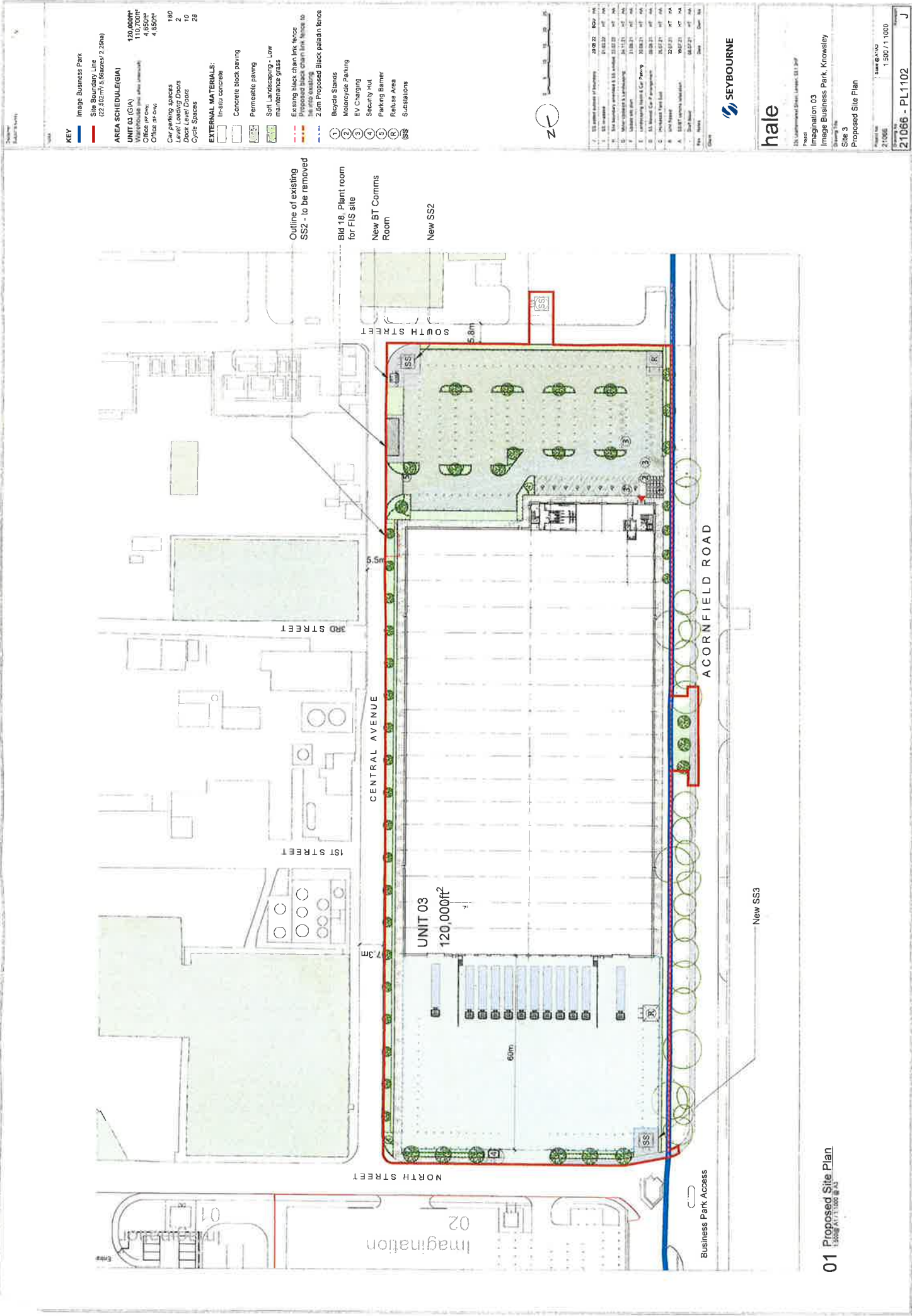
IMPORTANT NOTES FOR YOUR ATTENTION:

1. This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, bylaw, order or regulation.
2. This permission refers only to those plans submitted as part of the Planning Application a copy of which is retained by the Local Planning Authority. The Local Planning Authority should be contacted in writing if it is proposed to amend these plans in any way as a further permission, may be required.
3. If a Building Regulations Consent is required for these works it is your responsibility to ensure that the plans submitted for both the Building Regulations Consent and Planning Permission are the same in all respects. Should the plans relating to one consent vary from the other, it will be necessary for you to submit amended plans to this Department and obtain the relevant approval(s) prior to commencing any works.

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

APPENDIX 1
The Plan



- KEY**
- Image Business Park
 - Site Boundary Line (22,502m² / 5.6acres / 2.29ha)
- AREA SCHEDULE (GIA)**
- | UNIT 03 (GIA) | 110,700m ² |
|---------------|-----------------------|
| Office as ofc | 180 |
| Office as ofc | 2 |
| Office as ofc | 28 |
- EXTERNAL MATERIALS:**
- In-situ concrete
 - Concrete block paving
 - Permeable paving
 - Soft Landscaping - Low maintenance grass
 - Existing black chain link fence
 - Proposed black chain link fence to the into existing
 - 2.0m Proposed Black paladin fence
- Other Features:**
- Car parking spaces
 - Level Loading Doors
 - Level Loading Doors
 - Cycle Spaces
- Other Features:**
- Security Hut
 - Parking Barrier
 - Refuse Area
 - Substations

Table 1: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 2: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 3: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 4: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 5: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 6: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 7: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 8: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 9: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 10: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 11: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 12: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 13: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 14: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 15: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

Table 16: Unit 03 Schedule

Unit	Area (m ²)	Area (acres)	Area (ha)
Unit 03 (GIA)	110,700	2.29	2.29

SEAL N°30911

AUTHORITY:-

ALAN KILADE

DELEGATED REPORT

SIGNED 29/06/22



THE COMMON SEAL OF THE COUNCIL
was affixed in the presence of:

PRINT NAME:- N FAGAN
POSITION:- PRINCIPAL SOLICITOR

Executed as a Deed by)
KNOWSLEY (IMAGE BUSINESS PARK)
LIMITED acting by a director in the
presence of:

print name: PAUL BELLERS

Witness signature:

Witness name:

print name: EDDIE RICHARDS

Witness address:

insert address here:

c/o Charles Russell Speechlys LLP
5 Fleet Place
London EC4M 7RD

Witness occupation:

insert occupation here: SOLICITOR

Executed as a Deed by)

SEYBOURNE ESTATES LIMITED acting
by a director in the presence of:

Director

print name:

PAUL BENDERS

Witness signature:

Witness name:

print name:

EDDIE RICHARDS

Witness address:

insert address here:

c/o Charles Russell Speechlys LLP
5 Fleet Place
London EC4M 7RN

Witness occupation:

insert occupation here:

SOLICITOR

SIGNED as a DEED)

By:)

As Attorney for)

HSBC UK BANK PLC)

in the presence of:)

Witness:

Name: (IN BLOCK CAPITALS):

Address:

JOHN ARTHUR SAUNDERS

LANDMARK, ST PETER'S SQ, 1 OXFORD STREET, MANCHESTER, M1 4PB

The Common Seal of)
LIVERPOOL CITY REGION COMBINED)
AUTHORITY)
is affixed opposite and is authenticated by:)



960

Authorised Officer

Name: JACQUE
(block capitals)

Executed as a Deed by)
EELVF IV UK C2 Limited)
acting by a director in the presence of:)

sign here:

Director
print name:

Witness signature:

Witness sign here:

Witness name:

print name: KAROLINA WORONKO-KAWA

Witness address:

insert address here: 77 GROSVENOR ST,
LONDON W1K 3JU

Witness occupation:

insert occupation here: LEGAL COUNSEL