

Dated 8th August 2023

TLCP LIMITED

and

TERRENCE ROY CAVANAGH

and

LEE GEOFFREY CAVANAGH

and

NATIONAL WESTMINSTER BANK PLC

and

KNOWSLEY METROPOLITAN BOROUGH
COUNCIL

Agreement pursuant to Section 106 of the Town and Country Planning Act 1990

Land adjacent and to the rear of no 1-3 Lakeside View, Lower Road, Halewood

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THIS DEED is made the 8th day of May 2023

BETWEEN:

- (1) **TLCP LIMITED** (company registration number 09778500) whose registered office is at 17 Moor Park Avenue, Preston, PR1 6AS ("Owner One")
- (2) **TERENCE ROY CAVANAGH** of Unit 1, Lumina Business Park, Wirral International Park, Bromborough, Merseyside, CH62 3RE ("Owner Two")
- (3) **LEE GEOFFREY CAVANAGH** of Unit 1, Lumina Business Park, Wirral International Park, Bromborough, Merseyside, CH62 3RE ("Owner Three")
- (4) **NATIONAL WESTMINSTER BANK PLC** (company registration number 929027) whose registered office is at 250 Bishopsgate, London, EC2M 4AA and whose postal address is Credit Documentation Department, 8th Floor, 1 Hardman Boulevard, Manchester M3 3AQ ("Mortgagee")
- (5) **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings, Archway Road, Huyton, Knowsley, Merseyside L36 9YU ("the Council"),

known collectively as the "**Parties**"

RECITALS:

- (A) The Council is the Local Planning Authority, Local Highway Authority and Local Education Authority for the purposes of the 1990 Act as amended for the area within which the Site is situated.
- (B) Owner One is the freehold owner of that part of the Site registered under title number MS655116.
- (C) Owner Two and Owner Three are the freehold owners of that part of the Site registered under title number MS580024.
- (D) Owner Two has submitted the Planning Application to the Council.
- (E) The Mortgagee has a registered charge over that part of the Site dated 28 March 2018 which is registered in the Charges Register against title number MS655116.
- (F) The Council has identified planning obligations and contributions to be used towards infrastructure as part of the East of Halewood Sustainable Urban Extension in order to make the Development acceptable in planning terms.
- (G) The Council has resolved to grant the Planning Permission subject to the completion of this Deed.
- (H) This Deed is entered into by the Parties pursuant to section 106 of the 1990 Act to secure the planning obligations on the terms set out herein.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Deed:

"1990 Act"

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

"Commencement"

means the commencement of the Development by the carrying out of a material operation (as defined by

section 56(4) of the 1990 Act) provided always that:

- (a) any works necessary in undertaking a land survey or investigation of or obtaining soil samples from the Site whether that be in respect of any requirements for environmental or ecological studies or otherwise;
- (b) any remedial works on the Site necessary to prevent the risk of harm to human health and safety or required in order to remediate the Site or comply with any condition imposed upon the grant of a planning permission or any licence;
- (c) works of demolition and Site clearance including earth works, re-grading, below ground works and landscape clearance works;
- (d) works of archaeological excavation on the Site;
- (e) erection of hoardings, temporary enclosures, fences and other security measures on the Site including any advertisements upon them;
- (f) works for the removal, provision and diversion of services;
- (g) the provision of haul roads and construction of temporary accesses and parking areas to facilitate the carrying out of the Development;
- (h) erection of temporary facilities for security personnel and the erection of security cameras;
- (i) the construction of a temporary Site compound and welfare facilities/buildings/enclosures or a temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite;
- (j) any other preparatory works as may be agreed in writing with the Council,

shall for the purposes of this Deed and no other purposes be deemed not to constitute a material operation and consequently shall not individually or together constitute works which shall begin or be deemed to commence the Development and "**Commence**" "**Commenced**" "**Commencement**" and "**Commence the Development**" shall be construed accordingly;

"Committed"

means 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;

"Contributions"

means the financial contributions to be paid to the Council pursuant to the Deed whose amounts (£) are defined (subject only to being Index Linked) in this Deed and "**Contribution**" shall be construed accordingly;

"Development"

means the development of the Site for the erection of 12 dwellings together with vehicular access parking landscaping and other associated works in accordance with the Planning Permission;

"Dwelling"

means any unit of self-contained residential accommodation constructed on the Site pursuant to the Planning Permission;

"Index"

means the 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 firm figure was published for the Index unless expressly stated otherwise in this Deed;

"Index Linked"

means the Contribution is to be adjusted by reference to the amount of any increase in the applicable Index over the period from the Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant Contribution to the Council (or where the Owners are 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"	means interest at 4% above the base rate of Barclays Bank plc from time to time;
"Occupation"	means occupation of a Dwelling for its intended purpose pursuant to the Planning Permission save for the purpose of construction fitting out security or marketing and the expressions " Occupy " " Occupied " and " Occupant " shall be construed accordingly;
"Owner One, Owner Two and Owner Three"	means the Owners
"Parties"	means the parties to this Deed and " Party " shall be construed accordingly;
"Plan "	means the plan annexed to this Deed at Appendix B and labelled "2.001_Rev E First Issue: 23.12.20 Proposed Site Plan";
"Planning Application"	means the full planning application for the Development with reference 21/00074/FUL;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application a draft of which is attached at Appendix A subject to any non-material amendment thereto which may be authorised from time to time pursuant to section 96A of the Act;
"Practical Completion"	means the issue of a certificate of practical completion by the Owners' architect that the relevant works have been completed in all material respects and the words " Practically Completed " shall be construed accordingly;
"Site"	means the land against which this Deed may be enforced as shown edged red on Plan 1 and described in Schedule 10
"Working Day"	means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 2 January inclusive.

1.2 In this Deed where the context so requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to Clauses schedules and paragraphs are references to Clauses schedules and paragraphs in this Deed except where otherwise specified;
- 1.2.3 references to a paragraph or sub-paragraph in a Schedule are references to paragraphs or sub-paragraphs in that Schedule except where otherwise specified;

- 1.2.4 title headings to the Clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;
 - 1.2.5 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification extension consolidation or re-enactment thereof for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it; and
 - 1.2.6 the expression the "Owners" shall include successors in title to the Owners and its assigns and all persons deriving title to all or part of the Site under or through them and the expression "the Council" shall include any successor to the relevant statutory function thereof.
- 1.3 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.

2. COMMENCEMENT

Save for this Clause and Clauses 1, 3.2, 3.3, 5 and 7 to 16 which shall come into effect on the date hereof the provisions of this Deed shall come into effect following issue of the Planning Permission and Commencement of Development with the exception of the following provisions which shall take effect upon grant and issue of the Planning Permission only:

- (i) Clause 3.1
- (ii) Clause 6.1
- (ii) Schedule 1
- (iii) Schedule 8

3. OWNERS' COVENANTS

- 3.1 The Owners covenant with the Council to comply with the obligations in Schedules 1 to 8 of this Deed.
- 3.2 The Owners covenant with the Council to pay on the date hereof the Council's reasonable legal costs reasonably incurred in connection with the negotiation and completion of this Deed and the sum of £260.00 in respect of the Council's administrative costs of registering the obligations in this Deed on the Council's monitoring system.
- 3.3 The Owners hereby warrant and confirm that apart from the parties hereto there are no other persons with a legal estate equitable or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.

4. COUNCIL'S COVENANTS

The Council covenant with the Owners to comply with the obligations in Schedule 10 of this Deed and where otherwise specified in this Deed and to discharge its functions in accordance with this Deed in a timely and reasonable manner.

5. LEGAL EFFECT

- 5.1 This Deed is made pursuant to section 106 of the 1990 Act and constitutes a planning obligation binding the Site which is enforceable by the Council. Subject to clause 5.7, the obligations, covenants and undertakings on the part of the Owners are entered into with the intent that they are enforceable not only against the Owners but also against any successors in title or assigns of the Owners and any person claiming through or under the Owners an interest or estate in the Site or any part of it as if that person had

been the original covenanting party in respect of the interest for the time being held by it. To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in section 1 of the Localism Act 2011 section 111 Local Government Act 1972 and all other enabling powers.

- 5.2 No persons shall be liable for any breach non-performance or non-observance of the covenants, obligations and restrictions contained in this Deed after he shall have parted with all interest in the Site but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 5.3 No part of this Deed shall or may be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party shall be required under that act to any cancellation or variation of this Deed.
- 5.4 Nothing 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 its functions as a local authority.
- 5.5 If any provision or part provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality or enforceability of the remaining provisions shall not in any way be deemed to be affected or impaired.
- 5.6 For the purposes of clause 5.2 a person parts with all interest in the Site notwithstanding the existence or reservation of any rights or the imposition of any covenants or restrictions over it enforceable by or otherwise benefiting him.
- 5.7 The planning obligations in this Deed shall not be enforceable against:
 - 5.7.1 owner-occupiers or tenants of any individual Dwelling purchased at arm's length for value from the Owner nor against those deriving title from any of them (except paragraphs 2, 4, 5 and 6 of Part 1 of Schedule 1 which shall apply in respect of the Affordable Housing Units); nor
 - 5.7.2 any statutory undertaker holding an estate 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 there for its operational purposes; nor
 - 5.7.3 anyone whose only interest in the Site is in the nature of the benefit of an easement or covenant.
- 5.8 Unless otherwise specified (including for example where it is specified that a matter is in the Council's absolute discretion) where any agreement consent approval or expression of satisfaction is to be obtained from any party under the terms of this Deed the Parties agree that the same shall not be unreasonably withheld or delayed AND for the avoidance of any doubt any alleged breach of this obligation shall be capable of determination in accordance with Clause 8 a decision of the expert pursuant thereto to agree consent approve or otherwise express satisfaction being deemed to be such agreement consent approval or other expression of satisfaction on the part of the Party from whom it was sought for the purposes of this Deed.
- 5.9 Subject always to Clause 12.3 in respect of any planning permission granted pursuant to a section 73 application, 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 nor shall any sum be payable pursuant to this Deed in respect of any development carried out pursuant to such other planning permission.
- 5.10 Where in this Deed any party covenants not to act such covenant shall include an

obligation not to permit or suffer such an act by another person. Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

6. NOTICES

The Owners will notify the Council 10 (ten) Working Days prior to the anticipated date of each of the following:

- 6.1 the Commencement of the Development
- 6.2 the first Occupation of the Dwellings

7. VALIDITY OF NOTICES

7.1 All notices requests demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by letter by way of first class post or recorded delivery post or hand to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:

- 7.1.1 if to the Council: to its address specified above and marked for the attention of the Head of Legal Services and the Head of Planning or such other successor officer responsible to development management matters at the Council;
- 7.1.2 if to Owner One: to its address specified above or such other address for service as shall have been previously notified by Owner One in writing and if Owner One is a company then to be made for the attention of the Company Secretary;
- 7.1.3 if to Owner Two: to its address specified above or such other address for service as shall have been previously notified by Owner Two in writing and if Owner Two is a company then to be made for the attention of the Company Secretary;
- 7.1.4 if to Owner Three: to its address specified above or such other address for service as shall have been previously notified by Owner Three in writing and if Owner Three is a company then to be made for the attention of the Company Secretary; and
- 7.1.5 if to the Mortgagee: to its address specified above or such other address for service as shall have been previously notified by the Mortgagee in writing and if the Mortgagee is a company then to be made for the attention of the Company Secretary;

7.2 Any notice request or demand or other written communication shall be deemed to have been served as follows:

- 7.2.1 if delivered by hand, the next Working Day after the day of delivery unless the delivery was signed for in which case it shall be the time the delivery was signed for that service will be deemed to have occurred;
- 7.2.2 if sent by first class post, the day 2 Working Days after the date of posting;
or
- 7.2.3 if sent by recorded delivery, at the time delivery was signed for,

and in proving service for the purposes of either Clauses 7.2.2 or 7.2.3 it shall be sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and delivered into the custody of the

postal authority in a pre-paid envelope.

- 7.3 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 7.4 Any notice or other written communication to be given by the Council will be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

8. DISPUTE RESOLUTION

- 8.1 Save in respect of any matter expressed to be in the Council's absolute discretion in the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed including questions of value and indexation and any question of reasonableness (but excluding any matter that relates to the quantum of any Contribution (save indexation on such Contribution) that they are required to make pursuant to this Deed) the same may be referred to an independent person ("**Expert**") for determination in accordance with the following provisions:-

- 8.1.1 the Expert shall have at least 10 years post qualification experience in the subject matter of the dispute;
- 8.1.2 where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;
- 8.1.3 where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors; and
- 8.1.4 where such dispute relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties or in default of agreement appointed on the application of either party or at the direction of the President for the time being of the Royal Town Planning Institute,

PROVIDED THAT the parties may otherwise agree an alternative Expert appropriate to the nature of the dispute.

- 8.2 Unless otherwise agreed by the parties to the dispute the Expert is to act as an independent expert and:
- 8.2.1 each party may make written representations within 10 Working Days of the appointment of the Expert and will copy the written representations to the other party;
- 8.2.2 each party is to have a further 10 Working Days to make written comments on the other's representations and will copy the written comments to the other party;
- 8.2.3 the Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;
- 8.2.4 the Expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;

- 8.2.5 the Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 8.2.6 the Expert is to use all reasonable endeavours to publish his decision within 25 Working Days of his appointment (or such other time period as may be agreed between the Expert and the Parties).
- 8.3 Responsibility for the costs of referring a dispute to an Expert under this Clause 8 including costs connected with the appointment of the Expert and the Expert's own costs will be decided by the Expert.
- 8.4 The Expert shall act as an expert and not as an arbitrator and his decision will subject to clause 8.5 (in the absence of manifest error) be final and binding on the parties to the dispute.
- 8.5 The provisions of this Clause shall not affect the ability of either party to apply for and be granted any of the following: declaratory relief; injunctions; specific performance; payment of any sum; damages, and any means of enforcing this Deed and consequential and interim orders and relief.

9. LOCAL LAND CHARGE PROVISIONS

- 9.1 This Deed is a local land charge and shall be registered by the Council as such.
- 9.2 On the written request of the Owners at any time after each or all of the obligations have been performed or otherwise discharged the Council will issue a written confirmation of such performance or discharge.
- 9.3 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to Clause 12 the Council will on the written request of the Owners record such performance or determination in the Local Land Charges Register in respect of this Deed.

10. FORWARD FUNDING

The Council shall be entitled to expend monies up front to enable the delivery of infrastructure secured by the planning obligations in this Deed and for which the Contributions are to be payable towards in accordance with the terms of this Deed and if it does so it can reimburse itself from the relevant Contribution or a share of the relevant Contribution as and when received.

11. INDEXATION, LATE PAYMENT AND VAT

- 11.1 The Contributions payable by the Owners pursuant to the Schedules of this Deed 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.
- 11.2 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.
- 11.3 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

12. DURATION

- 12.1 This Deed will end (to the extent it has not already been complied with), if the Planning Permission:
 - 12.1.1 is quashed or revoked;
 - 12.1.2 is modified by any statutory procedure without the consent of the Owners; or

12.1.3 expires before Commencement.

12.2 Where this Deed ends pursuant to clause 12.1 the Council covenants with the Owners that it will:-

12.2.1 remove all entries made in the Register of Local Land Charges in respect of this Deed within 20 Working Days ceasing to have effect; and

12.2.2 repay any Contributions that have been paid and which are not Committed in accordance with Schedule 10.

12.3 If the Council agrees pursuant to an application under section 73 of the 1990 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 1990 Act the covenants or provisions of this Deed shall be deemed to bind the varied 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 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

13. CHANGE IN OWNERSHIP

The Owners covenant with the Council to provide the Council with immediate written notice of any change in ownership of any part of the Site occurring 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 or unit of occupation purchased by reference to a plan PROVIDED THAT this Clause shall not apply to changes in ownership in respect of individual residential plot sales of Dwellings.

13A. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner 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 the Mortgagee shall otherwise have no liability to discharge the obligations contained in 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 Owner.

14. WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default by the Owners in complying with any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by the Owners of the relevant terms or conditions or for acting upon any subsequent breach or default.

15. JURISDICTION

This Deed will be governed by and interpreted in accordance with English Law.

16. 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.

SCHEDULE 1
Affordable Housing

In this Schedule 1 the following words and expressions below shall mean as follows:

"2008 Act"	means the Housing and Regeneration Act 2008;
"Affordable Housing"	means affordable housing as described and defined in annex 2 of the NPPF or any planning policy statement guidance notes or circulars which may supersede it;
"Affordable Housing Contract Terms"	means a transfer to include terms that require:- (a) full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Housing Units subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption; (b) full and free rights for the passage of water soil electricity gas if provided and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Units subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption; and (c) such access and rights for such foul and surface water sewers and water supply gas if provided electricity and telecommunications service systems for the Affordable Housing Units as appropriate and reasonable for their use (d) such other commercial terms and conditions as may be reasonably required by the Owners and RP;
"Affordable Housing Commuted Sum"	means the sum of three hundred and eighty six thousand seven hundred and fifty pounds (£386,750.00) (Index Linked) payable to the Council in lieu of the provision of on-site Affordable Housing to be used for the provision of off-site Affordable Housing in the administrative area of the Council
"Affordable Housing Plan"	means the plan to be agreed in writing by the Council which shows the location and tenure of the Affordable Housing Units

"Affordable Housing Units"	means those three [3] Dwellings identified on the Affordable Housing Plan and which for the avoidance of doubt shall be any three of the units shown numbered P101, P102, P103, P104 on the Plan at Appendix B.
"Affordable Rent"	means the rent charged for an Affordable Rented Unit which is up to 80% (eighty per cent) of local market rent including Service Charge but not exceeding the Local Housing Allowance for a similar type of property in the relevant rental market area allowing for any modifications to a level of allowance as published by the Government as calculated using the RICS approved valuation methods;
"Affordable Rent Tenancy"	means a tenancy regulated by the Regulator of Social Housing for a minimum term of two years at an Affordable Rent whereby an Affordable Rented Unit is let to an Eligible Person and provided by an RP and which complies with the definition of 'Affordable housing for rent' in annex 2 of the NPPF and the Council's Delivering Affordable Housing Policy KMBC Developer Contributions SPD June 2016;
"Affordable Rented Unit"	means the Affordable Housing Unit(s) identified as Affordable Rented Units on the Affordable Housing Plan
"Chargee"	means any mortgagee or chargee of a RP or any manager or receiver (including an administrative receiver or administrator (including a housing administrator) appointed by such mortgagee or chargee) or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security including a housing administrator (each a Receiver)) of the whole or part of the Site or any persons or bodies deriving title through such mortgagee or chargee or Receiver
"Eligible Persons"	means any person or persons who immediately prior to the occupation of an Affordable Housing Unit is recognised as being eligible for affordable housing under the Liverpool City Region Sub Regional Choice Based Lettings Scheme known as Property Pool Plus (dated March 2020) as may be updated from time to time and any superseding document or policy in relation to the allocation of housing in the area of Knowsley Metropolitan Borough Council
"Homes England"	means the Government's agency for the administration of affordable housing subsidy which definition shall include any successor agency/organisation taking over such functions;
"Intermediate Housing"	means Affordable Housing which is within the definition of 'Other affordable routes to home ownership' contained in annex 2 of the NPPF

"Market Housing Unit"	means any Dwelling which is not an Affordable Housing Unit;
"NPPF"	means the National Planning Policy Framework (July 2021) or any planning policy statement guidance notes or circulars which may supersede it and which is current at the date of this Deed.
"Nomination Agreement"	means an agreement between the Council and the RP in relation to the allocation of the Affordable Rented Unit(s);
"Practical Completion"	Issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner (including an RP) the issue of a certificate of practical completion by that other party's architect
"Public Subsidy"	means any capital funding provided by Homes England, RP, the Council or any public body for the delivery of Affordable Housing Units;
"Receipts"	means the aggregate receivable in each 12 (twelve) month period in respect of: a) the net premium receivable on each disposal of the equity retained on a Shared Ownership Unit after deduction of all reasonable costs and expenses of the RP (including without limitation its administrative valuation and legal costs and fees); and b) the net premium payable by any person exercising any right to acquire an interest in an Affordable Housing Unit after the deduction of all reasonable costs and expenses of the RP (including without limitation its administrative valuation and legal costs and fees); and c) the amounts repayable to central government or any RP by any person that has exercised a right to buy an interest at a preferential rate;
"Regulator of Social Housing"	means the Government's agency for regulating registered providers of social housing and publishing rent standards which definition shall include any successor agency/organisation taking over such functions;
"RP"	means a registered provider being a social landlord registered with the Regulator of Social Housing as defined in the 2008 Act and which at the date of this Deed is on the Council's approved list (if any) or such other RP as is nominated by the Owners and approved in writing by the Council
"Service Charge"	means the amount payable by the owner or Occupant of any Affordable Housing Unit for all services repairs maintenance and improvements of a communal nature and insurance of the building and curtilage (where relevant) including estate

management costs to the extent that all costs in the Service Charge have been reasonably incurred;

"Shared Ownership Lease" means a lease in accordance with the guidance on model leases issued by Homes England in the Affordable Housing Capital Funding Guide 2021-2026 or any superseding guidance under which a Shared Ownership Unit may be disposed of by way of shared ownership lease granted at a premium to be paid by the shared ownership lessee upon completion or raised by way of mortgage or charge and an annual rental element which is a percentage of the market value of the unsold equity as at the date of the grant of the lease and under which the provisions of the lease enable the shared ownership lessee to acquire the balance of the equity interest in the relevant Shared Ownership Unit via a Staircasing Event;

"Shared Ownership Unit" means an Affordable Housing Unit which is Intermediate Housing which is disposed of by way of a Shared Ownership Lease or if approved by the Council in writing is provided as some other form of Intermediate Housing;

"Staircasing Event" means any occasion on which a shared ownership lessee acquires additional equity in an Affordable Housing Unit pursuant to a Shared Ownership Lease or a tenant of an Affordable Rented Unit acquires equity in that Affordable Housing Unit and includes a statutory right to buy or right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force;

PART A

1. COVENANT

1.1 The Owner covenants with the Council that it will not cause or permit the Occupation of more than five [5] Dwellings on the Site until either

1.1.1 the Affordable Housing Commuted Sum has been paid to the Council; or

1.1.2 (a) the Affordable Housing Plan has been submitted to and approved by the Council in writing;
and

(b) Affordable Housing Units have been
i. constructed to Practical Completion; and
ii. made available for Occupation; and
iii. transferred to a RP on such terms as agreed between the Owner and the RP but which shall include the Affordable Housing Contract Terms (and evidence of such transfer has been provided to the Council in writing);
unless otherwise agreed by the Council in writing, the Council acting reasonably and not withholding or delaying their agreement.

1.2 The parties to this Deed agree that where the Affordable Housing Commuted Sum has been paid to the Council in accordance with paragraph 1.1.1 above the Owner shall have no further obligation to provide Affordable Housing Units in the Development.

PART B

AFFORDABLE HOUSING ON-SITE DELIVERY

1. COVENANT

- 1.1 In the event that the Affordable Housing is delivered on-site the Owner covenants to comply with the requirements of Part B of this Schedule 1.

2. TYPE AND TENURE

- 2.1 Save as may otherwise be agreed in writing between the parties, the Affordable Housing shall be provided in accordance with the details shown in the Affordable Housing Plan

3. TENURE BLIND AND STANDARDS

- 3.1 To ensure the creation of mixed and integrated communities and that the Affordable Housing Units shall not be visually distinguishable from the Market Housing Units based upon their external appearance unless otherwise agreed in writing between the Owners and the Council;
- 3.2 The Affordable Housing Units shall be constructed to an external and structural standard equal to the Market Housing Units so as to be tenure blind.

4. DELIVERY MECHANISM

- 4.1 The Affordable Housing Units shall be provided without recourse to Public Subsidy.
- 4.2 Subject to paragraph 8 (Mortgagee and Certain Purchasers) of this Part B of Schedule 1 from the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing in accordance with the Affordable Housing Plan or such other Affordable Housing tenure split as shall be agreed by the Council in writing, the Council acting reasonably and the Council not unreasonably withholding or delaying their agreement

5. AFFORDABLE RENTED UNIT(S)

- 5.1 Affordable Rented Unit(s) shall not be Occupied unless they are
- i. Let as Affordable Rent Dwellings on Affordable Rent Tenancies; and
 - ii. Occupied by Eligible Persons

6. SHARED OWNERSHIP UNITS

- 6.1 Shared Ownership Units shall not be disposed of on their initial sale other than by way of Shared Ownership Lease unless otherwise agreed in writing by the Council.
- 6.2 Subject to paragraph 6.6 of this Schedule the Shared Ownership Units shall not be Occupied unless they are Occupied by Eligible Persons
- 6.3 Subject to paragraphs 6.4 and 8 (Mortgagee and Certain Purchasers) of this Schedule the Shared Ownership Units shall not be disposed of other than on Shared Ownership Leases or such similar or equivalent means of tenure being of a type approved by the Regulator of Social Housing or in writing by the Council, such approval not to be unreasonably withheld or delayed.
- 6.4 The initial premium and the rent payable by the Occupant of any Shared Ownership Unit shall be as follows:-
- 6.4.1 the initial premium shall be no less than 10% (ten percent) and not

more than 75% (seventy five percent) of the market value as at the date of the Shared Ownership Lease; and

- 6.4.2 the annual rental element shall be no more than 2.75% (two point seven five per cent) of the unsold equity at the date of the lease
- 6.5 Nothing in this Deed shall prevent an Occupier of a Shared Ownership Unit to Staircase to 100% ownership
- 6.6 In the event that the Occupier of a Shared Ownership Unit does Staircase and through this process acquires the whole of the equity, the Dwelling in question shall no longer be Affordable Housing and the provisions of this Schedule shall not apply to that Dwelling

7. NOMINATIONS

- 7.1 The Affordable Rented Unit(s) shall be subject to the following nomination rights:
- i. 100% (one hundred percent) of the Affordable Rented Unit(s) shall be available for Occupation by nominees of the Council and the timescales and procedures for nominations shall be determined by a Nomination Agreement:
 - 6.1.1.1 in the form specified by the Council; and
 - 6.1.1.2 by no later than two months prior to first Occupation of any of the Affordable Housing Units
 - ii. nominees of the Council shall Occupy the Affordable Rented Unit as soon as reasonably practical following the date of completion of the Affordable Rented Unit ("the Initial Lettings")
 - iii. on the RP obtaining vacant possession of the Affordable Rented Unit after the Initial Lettings 100% (one hundred percent) of all subsequent lettings and re-letting of the Affordable Rented Unit shall be to nominees of the Council
- and the timescales and procedures for nominations shall be determined by a Nomination Agreement in the form specified by the Council by no later than the first Occupation of any of the Affordable Housing Units.

8. MORTGAGEE AND CERTAIN PURCHASERS

The provisions of this Schedule 1 shall:

- 8.1 not bind any Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT
- i. the Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit(s) and shall have used reasonable endeavours over a period of 3 (three) calendar months from the date of the written notice to complete a disposal of the Affordable Housing Unit(s) to another RP or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses; and
 - ii. if such disposal has not completed within the 3 (three) calendar month period the Chargee shall be entitled to dispose of the Affordable Housing Unit free of the affordable housing restrictions affecting that Affordable Housing Unit(s) imposed in this Deed which provisions shall determine absolutely in that respect
- 8.2 cease to apply to any of the Affordable Housing Units where a tenant has exercised the right to buy or acquire pursuant to applicable legislation or any similar or substitute right applicable

- 8.3 cease to apply to any Affordable Housing Units subject to a Shared Ownership Lease where the lessee or any successor to or mortgagee of that Affordable Housing Unit has purchased from the RP all the remaining shares in the lease so that the tenant owns the entire Affordable Housing Unit.
- 8.4 not bind any person deriving title from any such person as is mentioned in 8.1 to 8.3 inclusive above

9. APPLICATION OF RECEIPTS

- 9.1 In the event that a tenant or other Occupier of an Affordable Rented Unit exercises the right to buy or right to acquire under applicable legislation to procure that any RP shall use or procure the use of the Receipts to fund the provision of further Affordable Housing and to make such provision within the borough of Knowsley in accordance with the provisions of paragraph 9.3(ii).
- 9.2 In the event that an Occupier of a Shared Ownership Unit exercises the right to acquire a further equity interest to use or procure the use of the Receipts to fund the provision of further Affordable Housing and to make such provision within the borough of Knowsley in accordance with the provisions of paragraph 9.3(ii).
- 9.3 In respect of Shared Ownership Units and Affordable Rented Units:
- i. to give notice to the Council as soon as reasonably possible following any disposal of an equity interest or any other disposal takes place and to thereafter calculate the Receipts and thereafter notify the same in writing to the Council;
 - ii. such Receipts shall be used for the provision of further Affordable Housing within the administrative boundaries of Knowsley on a basis to be prescribed by the Council and within such reasonable timescales as shall be specified by the Council; and
 - iii. the Receipts shall be held in a separate designated account by the RP and it shall at least once a year supply to the Council a statement showing monies held on such account with such supplemental information showing how such funds are derived and the use of such sums in accordance with the provisions of paragraph 9.3(ii) as the Council may require to satisfy itself that monies are being used for the provision of Affordable Housing in Knowsley.

10. MONITORING OF AFFORDABLE HOUSING

- 10.1 The Owners shall inform the Council of the following:
- i. Practical Completion of the Affordable Housing Units;
 - ii. Occupation of each of the first five [5] Dwellings in the Development to be Occupied

11. REGISTERED PROVIDER

- 11.1 If the RP at any time while having a legal interest in the Affordable Housing Units was but ceases to be accredited or approved by the Regulator of Social Housing or its equivalent successor body it shall:
- i. give notice immediately in writing to the Council of the cessation of accreditation or approval;
 - ii. as soon as reasonably possible if required by the Council and subject to obtaining all necessary consents from the Regulator of Social Housing to transfer its legal interest in the Affordable Housing Units to another RP subject to the provisions of this Deed or to remedy any circumstances giving rise to the cessation of accreditation or approval with the Regulator of Social Housing so as to obtain

accreditation or approval; and

- iii. until such time as the Affordable Housing Units are transferred if required by the Council or until such accreditation or approval is obtained pursuant to paragraph 11.1(ii) not to increase any rents or service charges above the levels prevailing at the time that the RP ceased to be approved or accredited.

SCHEDULE 2

Health Contribution

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Healthcare Contribution "	means the sum of £960.00 (nine hundred and sixty pounds) to be paid to the Council and applied towards the provision of improvements to off-site healthcare and dental facilities and services in the local area identified by the Knowsley Clinical Commissioning Group
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The Owners covenant with the Council as follows:

1. To pay 50% (fifty percent) of the Healthcare Contribution to the Council prior to first Occupation of the Development and any Dwelling forming part of the Development.
2. Not to Occupy nor permit Occupation of the Development and any Dwelling forming part of the Development until 50% (fifty percent) of the Healthcare Contribution has been paid to the Council pursuant to paragraph 1.
3. To pay the remaining 50% (fifty percent) of the Healthcare Contribution to the Council prior to Occupation of the sixth Dwelling to be Occupied on the Development.
4. Not to Occupy or permit Occupation of more than 5 Dwellings on the Development until the entire Healthcare Contribution has been paid to the Council.

SCHEDULE 3
Strategic Green Infrastructure Delivery Contribution

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Finch Woods"	means land within the vicinity of and including Finch Woods within the East of Halewood as shown edged red on the plan entitled Masterplan for the East of Halewood Sustainable Urban Extension Final Masterplan Report attached hereto at Appendix C
"Strategic Green Infrastructure Delivery Contribution "	means the sum of £9,324.00 (nine thousand three hundred and twenty four pounds) (£777 per Dwelling x 12) to be paid to the Council and applied towards the enhancement, management and maintenance of Finch Woods

The Owners covenant with the Council as follows:

1. To pay 50% (fifty percent) of the Strategic Green Infrastructure Delivery Contribution to the Council prior to first Occupation of the Development and any Dwelling forming part of the Development.
2. Not to Occupy nor permit Occupation of the Development and any Dwelling forming part of the Development until 50% (fifty percent) of the Strategic Green Infrastructure Delivery Contribution has been paid to the Council pursuant to paragraph 1.
3. To pay the remaining 50% (fifty percent) of the Strategic Green Infrastructure Delivery Contribution to the Council prior to Occupation of the sixth Dwelling to be Occupied on the Development.
4. Not to Occupy or permit Occupation of more than 5 Dwellings on the Development until the entire Strategic Green Infrastructure Delivery Contribution has been paid to the Council.

SCHEDULE 4
Nursery Education Contribution

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

" Nursery Education Contribution" means the sum of £9,996.00 (nine thousand nine hundred and ninety six pounds) to be paid to the Council and applied towards the provision of full time entry nursery school/external childcare places within Halewood

The Owners covenant with the Council as follows:

1. To pay 50% (fifty percent) of the Nursery Education Contribution to the Council prior to first Occupation of the Development and any Dwelling forming part of the Development.
2. Not to Occupy nor permit Occupation of the Development and any Dwelling forming part of the Development until 50% (fifty percent) of the Nursery Education Contribution has been paid to the Council pursuant to paragraph 1.
3. To pay the remaining 50% (fifty percent) of the Nursery Education Contribution to the Council prior to Occupation of the sixth Dwelling to be Occupied on the Development.
4. Not to Occupy or permit Occupation of more than 5 Dwellings on the Development until the entire Nursery Education Contribution has been paid to the Council.

SCHEDULE 5
Primary Education Contribution

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

" Primary Education Contribution" means the sum of £42,336.00 (forty two thousand three hundred and thirty six pounds) to be paid to the Council and applied towards primary school places within Halewood primary schools

The Owners covenant with the Council as follows:

1. To pay 50% (fifty percent) of the Primary Education Contribution to the Council prior to first Occupation of the Development and any Dwelling forming part of the Development.
2. Not to Occupy nor permit Occupation of the Development and any Dwelling forming part of the Development until 50% (fifty percent) of the Primary Education Contribution has been paid to the Council pursuant to paragraph 1.
3. To pay the remaining 50% (fifty percent) of the Primary Education Contribution to the Council prior to Occupation of the sixth Dwelling to be Occupied on the Development.
4. Not to Occupy or permit Occupation of more than 5 Dwellings on the Development until the entire Primary Education Contribution has been paid to the Council.

SCHEDULE 6
Outdoor Sports Contribution

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Outdoor Sports Contribution " means the sum of £10,464.00 (ten thousand four hundred and sixty four pounds) to be paid to the Council and applied towards the improvement of outdoor sports provision at Halewood Leisure Centre including walking cycling routes and landscaping

The Owners covenant with the Council as follows:

1. To pay 50% (fifty percent) of the Outdoor Sports Contribution to the Council prior to first Occupation of the Development and any Dwelling forming part of the Development.
2. Not to Occupy nor permit Occupation of the Development and any Dwelling forming part of the Development until 50% (fifty percent) of the Outdoor Sports Contribution has been paid to the Council pursuant to paragraph 1.
3. To pay the remaining 50% (fifty percent) of the Outdoor Sports Contribution to the Council prior to Occupation of the sixth Dwelling to be Occupied on the Development.
4. Not to Occupy or permit Occupation of more than 5 Dwellings on the Development until the entire Outdoor Sports Contribution has been paid to the Council.

SCHEDULE 7
Bus Service Contribution

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Bus Service Contribution"	means the sum of £6,000.00 (six thousand pounds) to be paid to the Council and applied towards the costs of subsidising the diversion of existing and/or the creation of new bus routes through the wider East of Halewood site
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The Owners covenant with the Council as follows:

1. To pay 50% (fifty percent) of the Bus Service Contribution to the Council prior to first Occupation of the Development and any Dwelling forming part of the Development.
2. Not to Occupy nor permit Occupation of the Development and any Dwelling forming part of the Development until 50% (fifty percent) of the Bus Service Contribution has been paid to the Council pursuant to paragraph 1.
3. To pay the remaining 50% (fifty percent) of the Bus Service Contribution to the Council prior to Occupation of the sixth Dwelling to be Occupied on the Development.
4. Not to Occupy or permit Occupation of more than 5 Dwellings on the Development until the entire Bus Service Contribution has been paid to the Council.

SCHEDULE 8
Monitoring Fee

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Monitoring Fee"	means the sum of £3,640.00 (three thousand six hundred and forty pounds) payable to the Council towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.
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The Owners covenant with the Council as follows:

1. To pay the Monitoring Fee to the Council prior to Commencement of Development on the Site.
2. Not to Commence the Development until the Monitoring Fee has been paid to the Council pursuant to paragraph 1.

SCHEDULE 9
Council's Covenants

The Council covenant with the Owners as follows:

1. EXPENDITURE OF CONTRIBUTIONS

- 1.1 To issue separate receipts if so requested in writing by the Owners for any sum paid to the Council under this Deed.
- 1.2 To ensure that the Contributions shall only be applied towards the purposes identified in this Deed unless otherwise agreed with the party that paid the relevant Contribution.
- 1.3 In the event the Contributions or any part or parts thereof are not expended or Committed within 15 years of the date of the last payment of the relevant Contribution then upon receipt by the Council of written request for repayment from the person paying such sums any sum or sums not expended or Committed will be repaid to the person who paid such sum or its nominee.

SCHEDULE 10

Details of Owners' Titles and Description of the Site

Details of the Owners' Titles

MS655116	land known as Heyes Barn, Lower Road, Liverpool L26 2XA
MS580024	land known as Heyes Farm, Lower Road, Liverpool

Description of site

Land to the rear of 1-3 Lakeside View, Halewood, Knowsley shown edged red on the plan annexed at Appendix B

**SIGNED AS
A DEED BY**

TERENCE ROY CAVANAGH in the presence of:

(Signature)

WITNESS:

Signature

Name

Address

Occupation

(PLEASE COMPLETE IN CAPITALS)

**SIGNED AS
A DEED BY**

LEE GEOFFREY CAVANAGH
in the presence of:

WITNESS:

Signature

Name

Address

Occupation

(PLEASE COMPLETE IN CAPITALS)

**EXECUTED AS
A DEED BY
TCLP LIMITED
acting by a director
in the presence of:**

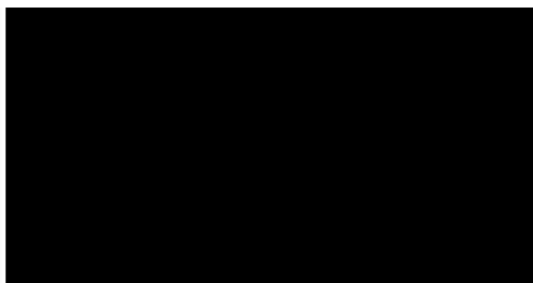


WITNESS:

Signature

Name

Address



Occupation

(PLEASE COMPLETE IN CAPITALS)

Executed and Delivered as a deed
for and on behalf of National Westminster
Bank Plc by a duly authorised Attorney
in the presence of


Stephen Kerr

Documentor


Witness' Signature - Bank Employee

National Westminster Bank PLC
Sheffield Credit Documentation
42 High Street
Sheffield
S1 2YW



THE COMMON SEAL of **Knowsley Metropolitan
Borough Council** was affixed in the presence of:

Authorised Signatory



Print name...

Position.....

PRINCIPAL
SOLICITOR

Seal no. 31245

21/00074/FUL

APPENDIX A
DRAFT PLANNING PERMISSION



Knowsley Council

**REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT**

TOWN AND COUNTRY PLANNING ACT 1990

This application is subject to a Section 106 Agreement and needs to be read in conjunction with that Agreement.

PLANNING PERMISSION

Application No: 21/00074/FUL

Name and address of applicant

MAC Roofing & Contracting Ltd
Unit 1
Lumina
Martindale Road
Bromborough
CH62 3PT
Wirral

Name and address of agent

Architectural Emporium Ltd
13 Hope Street
Liverpool
L1 9BQ

Date of Receipt: 29 January 2021

Date Valid: 2 February 2021

Address/Location Of Development:

**Land Adjacent And To The Rear Of No. 1-3 Lakeside View, Lower Road,
Halewood, L26 2XA**

Description of Development:

**ERECTION OF 12 NO. DWELLINGS TOGETHER WITH VEHICULAR ACCESS,
PARKING, LANDSCAPING AND OTHER ASSOCIATED WORKS**

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. 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 (were 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 relative to each dwelling shall be submitted to and approved in writing by the Local Planning Authority, prior to the first occupation that dwelling, and a verification report for the remainder of the site (including the landscaped areas and the pond) shall be submitted before the occupation of 10 dwellings.

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. The remediation scheme shall be implemented and the verification report provided prior to the occupation of 10 dwellings.

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.

Reason: To ensure contamination is appropriately identified and a strategy is in place before works commence on the site to prevent pollution in the interests of human health and the pollution of the water environment and to comply with the National Planning Policy Framework (2021), Policies CS2, CS19 and SUE2 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy ENV5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

4. No part of the development hereby permitted shall commence until a Construction Environmental Management Plan has been submitted to and approved in writing by the Local Planning Authority which details the means of mitigation of construction effects. The Plan shall include timing/implementation details of each phase and shall include, but not be limited to the following:
 - a) Methods for the mitigation of noise and vibration from building works, including any piling works, and also for the operation of any temporary power generation or pumping plant which will operate overnight.
 - b) Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
 - c) Methods for dust control and suppression, having regard to Table 22, pg 28 of Air Quality Assessment (Redmore Environmental ref: 4084r 1 - 20 November 2020).
 - d) Details of methods for the control of rats to be taken during the construction phases.
 - e) Location and layout of any site compound(s) including identification of areas for the storage of plant and materials, loading/unloading and turning areas for delivery vehicles (for each phase as necessary); and the methods of loading and unloading of plant and materials.
 - f) 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.

g) Identification of permanent on-site contact and/or traffic manager as main point of enquiries or issues arising from construction activities.

h) An implementation programme of works including phasing if applicable.

i) The parking of vehicles of site operatives and visitors.

j) Adequate provision for addressing any abnormal wear and tear to the highway such as a pre-commencement highway inspection.

k) Proposed hours of construction which shall be limited to 0800 to 1800 Monday to Friday, 0800 to 1300 Saturday and not at all on Sundays/Public Holidays.

l) The details of the design, siting and maintenance of any security hoardings.

m) Details of any floodlighting and security lighting installed during construction which shall avoid light spill and glare onto adjacent properties / land / highway.

n) A commitment that there shall be no burning of materials on-site during construction work without the prior written approval of the Local Planning Authority.

o) A commitment that no scrub clearance, hedgerow removal, vegetation management or ground clearance 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 scrub, hedgerows and vegetation 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, in accordance with paragraph 8.9 of the Preliminary Ecological Appraisal (Tyrer Ecological Ltd 2021)

p) A scheme identifying Reasonable Avoidance Measures for protection of hedgehog and common toad (S41 Priority Species (NERC).

q) Protection and pollution control measures for Priority Habitat pond and areas of retained /translocated grassland.

r) A Site Waste Management Plan which includes the following:

- The anticipated nature and volumes of waste that the development will generate;
- Where appropriate, the steps to be taken to ensure the maximum amount of waste arising from development on previously developed land is incorporated within the new development;
- The steps to be taken to ensure effective segregation of wastes at source including, as appropriate, the provision of waste sorting, storage, recovery and recycling facilities; and

- Any other steps to be taken to manage the waste that cannot be incorporated with the new development or that arises once development is complete.

The development shall thereafter be carried out in accordance with the measures described within the approved Construction Environmental Management Plan.

Reason: To ensure a satisfactory development of the site and that appropriate measures are put in place in the interests of the amenity of neighbouring occupiers/areas, ecology and in the interest of highway safety and to comply with the National Planning Policy Framework (2021), Policies CS2, CS8 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policies ENV2 and ENV3 of the Knowsley Replacement Unitary Development Plan, adopted June 2006, Policy WM8 the Merseyside and Halton Joint Waste Local Plan, adopted 2013, the East of Halewood SPD, adopted March 2020 and East of Halewood Masterplan, adopted June 2020.

5. Prior to the first occupation of the dwellings hereby permitted, the noise mitigation scheme identified within the Noise and Vibration Assessment Report (Architectural Emporium Ltd, A0129-REP01, December 2020), shall have been implemented for the protection of the dwellings from noise from the railway before any of the relevant dwellings are occupied and retained at all times thereafter. Evidence that the detailed measures have been carried out shall be submitted to and agreed in writing by the Local Planning Authority prior to the occupation of the relevant properties.

Reason: To safeguard future occupiers of the approved residential dwellings from noise and disturbance in the interests of residential amenity and to comply with the National Planning Policy Framework (2021), Policies SUE2, CS2 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

6. Notwithstanding any description of materials in the application, no above ground construction works shall be commenced until samples and / or full specification of materials to be used externally on the development (including boundary walls) have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out only in accordance with the agreed schedule of materials.

Reason: In the interests of visual amenity and to ensure that the development complies with the National Planning Policy Framework (2021), the National Design Guide (2021), Policies CS2, CS19, SUE2 and SUE2b of the Knowsley Local Plan: Core Strategy, adopted January 2016; the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

7. Either dwelling hereby permitted on Plots P105 and P106 shall not be occupied until the front window pane of their bay windows at first and second floor on the front elevation are fitted with obscure glazing, the details of which shall have first been submitted to and agreed in writing by the Local Planning Authority. The development shall be permanently retained in that condition, in accordance with the approved details thereafter.

Reason: To safeguard the privacy of future occupiers and to prevent overlooking into dwellings on the adjacent residential development to comply with the National

Planning Policy Framework, Policy CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016 and the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

8. Notwithstanding the submitted details and any description of materials forming part of the submission, no above ground construction works shall be commenced until the following has been submitted to and agreed in writing by the Local Planning Authority:

Hard Landscaping

a) A full specification and samples, where appropriate, of materials to be used for the construction of footpaths; new public highway and hard surfacing. Such details shall include the type, colour and texture of the materials.

Soft Landscaping

b) A detailed landscaping scheme, the details of which shall relate to all land surfaces not built upon and shall include, but not limited to:

- i. Land-levels and gradients resulting in the formation of any banks, terraces or other earthworks;
- ii. The exact location and species of all existing trees and other planting to be retained;
- iii. All proposals for new planting and turfing indicating the location, arrangement, species, sizes, specifications; numbers and planting densities per sqm of all new planting;
- iv. For the avoidance of doubt, the scheme shall include replacement of the trees lost with replacement tree planting on a 2:1 ratio 12-14 cm girth.
- v. An outline specification for ground preparation.
- vi. The proposed arrangements and specifications for initial establishment;
- vii. Maintenance and longer-term maintenance of all planted and/or turfed areas.

For the avoidance of doubt, the scheme shall have regard to achieving the mitigation and enhancement of the site which pre-development has a locally important level of botanic diversity and greater emphasis on the water body including mitigation for loss of Priority Habitat reedbed and enhancements suggested in the Preliminary Ecological Appraisal Tyrer Ecological (July 2021).

The approved landscaping shall be wholly implemented in its finally approved form before the end of the first available planting season following the substantial completion of development. Any tree or other planting which is lost, felled, removed, becomes diseased, or is substantially damaged within a period of five years thereafter shall be replaced in kind during the first available planting season following the date of loss or damage. The development shall be fully constructed in accordance with the approved scheme in accordance with timescales contained therein.

Boundary Treatments

c) Precise scheme details of all boundary treatments, fences, screening and gates and any other means of enclosure across the development (including existing to be retained and any retaining structures) including the following details .

- A layout plan reflective of the elevations details;
- Avoidance of a 'stepped' arrangement where fencing joins a boundary treatment of a different height;

- Fencing / gates of a suitable height to provide adequate security and privacy;

Shall be submitted to and approved in writing by the local planning authority. The agreed details shall be implemented in full before the dwelling to which it relates is first occupied and/or a timetable to be agreed and the approved and maintained thereafter.

Reason: In the interests of visual amenity and to comply with the National Planning Policy Framework (2021), National Design Guide (2021), Policies CS2, CS19, CS21, SUE2 and SUE2b of the Knowsley Local Plan Core: Strategy, adopted January 2016 and Saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan, adopted June 2006, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

9. Prior to the first occupation of either of the dwellings located on Plots P102 and P103 hereby permitted, precise scheme details for the installation of a lockable gate to the front of the ginnel providing a rear access route between these dwellings shall be submitted to and agreed in writing by the Local Planning Authority.

For the avoidance of doubt the positioning shall ensure that there is no recess. The scheme shall include the precise details of the design, materials and fixings and finished colour of the gate and any fixings.

The gate shall be fixed in place in accordance with the agreed details prior to the first occupation of either of the effected plots.

Reason: To provide a secure development; in the interests of residential and visual amenity and to ensure that the development complies with the National Planning Policy Framework (2021), Policies CS2, CS19, SUE2 and SUE2b of the Knowsley Local Plan: Core Strategy, adopted January 2016; Saved Policy DQ2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

10. Notwithstanding the approved drawings, no part of the development shall commence until details of the development's highway infrastructure, including its new site access junction with Lower Road, have been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in full accordance with the approved scheme details prior to first occupation of the development.

Reason: To ensure the provision of safe and adequate means of access to the development in the interests of highway and pedestrian safety and amenity and to comply with the National Planning Policy Framework (2021); Policies CS2, CS7, CS19, SUE2 and SUE2b of the Knowsley Local Plan: Core Strategy, adopted January 2016, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

11. Notwithstanding the approved plans, no part of the development hereby permitted shall be commenced until vehicle swept path analysis for an 11.2m length large refuse vehicle has been submitted to and approved in writing by the Local Planning Authority and the site layout modified accordingly as required. The development shall be carried out in accordance with the agreed details.

Reason: To ensure the provision of safe and adequate means of access to the development in the interests of highway safety and amenity and to comply with the National Planning Policy Framework (2021); Policies CS2, CS7, CS19, SUE2 and

SUE2b of the Knowsley Local Plan: Core Strategy, adopted January 2016, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

12. The areas set aside for parking, servicing, vehicular manoeuvring (including provision for pedestrians and cyclists) indicated on the approved layout plan shall have been surfaced, drained and permanently marked out or demarcated and provided prior to first occupation of the dwellings to which the areas serve.

The development shall be carried out only in accordance with the agreed details and the parking areas shall be made available for its intended use and retained at all times thereafter.

Reason: In the interests of highway and pedestrian safety, to secure adequate parking provision and to comply with Policies CS2, CS7, CS19, CS24, SUE2 and SUE2b of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy T7 of the Knowsley Replacement Unitary Development Plan, adopted June 2006, the Ensuring a Choice of Travel SPD, adopted September 2010, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

13. Notwithstanding the details on the approved layout plan, no part of the development hereby permitted shall be commenced until a scheme showing an alternative layout / materials for the cobbled parking area to the front of the existing dwellings has been submitted to and agreed in writing by the Local Planning Authority. For the avoidance of doubt, the area shall not be utilised for the parking of vehicles. The development shall be carried out in accordance with the agreed details and retained as such thereafter.

Reason: In the interests of highway safety; traffic movement and amenity and to comply with the National Planning Policy Framework (2021), Policies CS2, CS7, CS19, SUE2 and SUE2b of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy T7 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

14. Notwithstanding the details submitted on Drawing No. 155-20-5A - Signing and Marking Layout, before any dwelling is first occupied precise scheme details of signage and in compliance with Diagrams 833/834/835/836 as set out in the Traffic Regulations and General Directions 2016 (or any Order / Act revoking, amending or re-enacting those regulations) and its precise siting, which shall detail a one-way system at the site access / egress junctions and within the site shall be submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt signage for private developments must not be located on the adopted highway. The scheme shall be implemented in full accordance with the approved details prior to first occupation of the development and shall be permanently retained as such thereafter.

Reason: In the interests of highway safety; traffic movement and amenity and to comply with the National Planning Policy Framework (2021), Policies CS2, CS7, CS19, SUE2 and SUE2b of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy T7 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

15. Notwithstanding the details of the Bison brushed steel retractable bollards indicated on Drawing No 2.127, no dwellings hereby permitted shall first be occupied until a scheme for the provision of bollards or alternative suitable measures at the end of the turning head adjacent to the pond have been submitted to and approved in writing by the Local Planning Authority. The scheme shall show the precise location(s) on a layout plan, identify how the bollards will be operated and managed and demonstrate that they would be adequate for the purpose of ensuring the prevention of vehicles from reversing / entering the pond. The scheme shall be implemented in full accordance with the approved details prior to first occupation of the development and shall be permanently retained as such thereafter.

Reason: To prevent vehicles inadvertently entering the pond in the interests of safety and amenity and to comply with the National Planning Policy Framework (2021), Policies CS2, CS7, CS19, SUE2 and SUE2b of the Knowsley Local Plan: Core Strategy, adopted January 2016.

16. Notwithstanding the details of the Electric Vehicle Charging Points, shown on approved drawing 2.005_Rev. C, prior to the first occupation of any of the dwellings hereby permitted, precise scheme details which shall include a layout plan of not less than 1:200 in scale shall be submitted to and agreed in writing by the Local Planning Authority.

The scheme details shall include, but not be limited to the following:

- a) The precise positioning of the **Rolec: StreetServ EV Charging** Point serving the communal car parking area;
- b) How the points will be protected from vehicle strike;
- c) Ensuring that the equipment does not reduce the parking bays rendering them of insufficient size;
- d) Demonstrate that the width of the footpath is not restricted impeding pedestrian / cycle accessibility;
- e) How the communal parking areas will be managed to ensure that EVCs will be made available to the appropriate residents; and

All EV charging points shall be clearly marked as such and their purpose explained to existing occupants and new occupants within their new home welcome park/travel planning advice. The development shall be carried out only in accordance with the agreed scheme details and shall be retained at all times thereafter.

Reason: In the interests of air quality, promoting sustainable travel opportunities and to comply with paragraph 112 of the National Planning Policy Framework (2021), Policies CS2, CS7, CS19 and SUE2 of the Knowsley Local Plan: Core Strategy, adopted January 2016, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

17. Prior to the commencement of the development hereby permitted, a Parking Management Strategy for the communal parking areas within the site shall be submitted to and agreed in writing by the Local Planning Authority.

For the avoidance of doubt, the strategy should identify, but not be limited to:

- The phasing of development;
- Car parking provision to be provided for the existing dwellings during construction works;
- Proposals for the maintenance of the parking spaces and associated EVCs; and
- Allocation of parking spaces.

The agreed details shall be implemented thereafter.

Reason: To ensure the provision of an appropriate level of parking provision is made available for existing and proposed residents and to comply with the National Planning Policy Framework (2021), Policies CS2, CS7, CS19 and SUE2 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Ensuring a Choice of Travel SPD, adopted September 2010, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

18. The development hereby permitted shall be implemented in accordance with the submitted the Arboricultural Impact Study Assessment with Tree Protection dated 12 August 2021 prepared by Tyrer Ecological Consultants Ltd.

Reason: To ensure that the proper protection of trees has been carried out in the interests of visual amenity and to comply with the National Planning Policy Framework (2021), Policies CS2, CS8, CS19, CS21 and SUE2 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan, adopted June 2006, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

19. Notwithstanding the detail in the Arboricultural Impact Assessment with Tree Protection Measures dated August 2021 prepared by Tyrer Ecological Consultants Ltd. and the Green Grid System indicated on the submitted drawings, no part of the development hereby permitted shall be commenced until precise scheme details of a no-dig cellular confinement system has been submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out only in accordance with the agreed details.

Reason: To ensure that the proper protection of trees has been carried out in the interests of visual amenity and to comply with the National Planning Policy Framework (2021), Policies CS2, CS8, CS19, CS21 and SUE2 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan, adopted June 2006, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

20. Prior to commencement of any part of the development hereby permitted, at least five working days written notice shall be given to the Local Planning Authority of the intention to commence development. The protective fencing referred to in the approved Arboricultural Method Statement Referenced TRE/LAWAB/Rev B - 4 August 2021 shall be in place prior to the written notice of the start of development being given to the Local Planning Authority and shall be retained in place until the development is complete.

Reason: To ensure that the proper protection of trees has been carried out and to ensure that the tree protection fencing required pursuant to the approved

Arboricultural Method Statement is in place prior to works commencing, in the interests of visual amenity and to comply with the National Planning Policy Framework (2021), Policies CS2, CS8, CS19, CS21 and SUE2 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

21. No trenches, pipe runs for services or drains shall be sited within the root protection areas of trees to be retained without the prior approval in writing of the Local Planning Authority.

Reason: In the interests of the protection of trees and the local amenity and to comply with the National Planning Policy Framework (2021), Policies CS2, CS8, CS19 and SUE2 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan, adopted June 2006, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

22. Notwithstanding the submitted drainage details, no part of the development hereby permitted shall be commenced until a Sustainable Urban Drainage (SUDS) based drainage scheme based in the principles of The SUDS Manual (C753) and the criteria as set out within the Knowsley Flood Risk Assessment (SFRA, Levels 2), has been submitted to and approved in writing by the Local Planning Authority. The applicant/ developer should provide suitable drainage drawings, summary calculations and results of all investigations detailing the surface water drainage works as set out in informative No. 5 of this permission. The maximum rate of discharge, off-site, shall not exceed 5l/s, and be in line with the drainage strategy as set out within the Flood Risk Assessment (FRA) dated 26 January 2021 (Brighton Consulting Engineers Ltd.) referenced Final v1c, unless otherwise agreed in writing with the LPA.

The works shall be implemented in accordance with the approved scheme before the development is first brought into use.

Reason: To ensure that the site is adequately drained and to prevent increased risk of flooding and pollution by ensuring the satisfactory storage of / disposal of surface water from the site in accordance with the National Planning Policy Framework (2021), Policies CS2, CS19, CS24 and SUE2 of the Knowsley Local Plan: Core Strategy, adopted January 2016, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

23. Prior to the first occupation of the development, a Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development through an appropriate legally binding agreement shall be submitted to and approved in writing by the Local Planning Authority. This shall include:

- The arrangements for adoption by an appropriate public body or statutory undertaker or details of provision for management and maintenance by a resident's management company.
- A schedule for on-going inspections relating to performance and condition.
- Details for planned maintenance and a mechanism for remedial and urgent repair works. Means of access for inspection and maintenance purposes.

The plan shall be implemented in accordance with the timeframes contained within it.

Reason: To ensure effectiveness of the flood risk measures during the lifetime of the development and to comply with the National Planning Policy Framework (2021), Policies CS2, CS19, CS24 and SUE2 of the Knowsley Local Plan: Core Strategy, adopted January 2016, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

24. Prior to the first occupation of the building, a set of 'as built' drawings of the drainage system together with written confirmation by a suitably qualified person that the system operates as designed shall be submitted to and agreed in writing by the Local Planning Authority. The systems shall be subsequently retained in accordance with the details over the lifetime of the development.

Reason: To safeguard drainage interests and to ensure effectiveness of the flood risk measures during the lifetime of the development and to comply with the National Planning Policy Framework (2021), Policies CS2, CS19 and CS24 of the Knowsley Local Plan: Core Strategy, adopted January 2016.

25. Notwithstanding the submitted information, no part of the development hereby approved shall commence until a Landscape and Ecological Management Plan (LEMP) is submitted to and approved in writing by the Local Planning Authority. The LEMP shall include, but not be limited to the following:

- Description and evaluation of the features to be managed;
- Ecological trends and constraints on site which may influence management;
- Aims and objectives of management;
- Appropriate management options for achieving aims and objectives;
- Prescriptions for management actions;
- Preparation of a work schedule (including an annual work plan and the means by which the plan will be rolled forward annually);
- Personnel responsible for implementation of the plan;
- Confirmation of funding; and ownership;
- Details of a programme of monitoring and remedial measures triggered by monitoring.
- The requirements of para 8.4 of the Preliminary Ecological Appraisal.
- A more detailed Landscape Maintenance and Maintenance Strategy; and
- Enhancement of the water body, including mitigation for loss of Priority Habitat reedbed. This should be replacement of the reedbed habitat as the principles of minimisation of loss and mitigation of Priority Habitat.

For the avoidance of doubt, efforts should be made to preserve the seedbank within the undeveloped areas of the site. In this instance, this is the northern, eastern and southern boundaries. The agreed details shall be implemented in full and maintained thereafter in full accordance with a timetable of implementation previously agreed in writing.

Reason: To ensure the mitigation against the loss of habitat along with its protection and enhancement having regard to the National Planning Policy Framework (2021) and Policies CS2, CS8 and CS21 of the Knowsley Local Plan: Core Strategy., the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

26. Prior to the first occupation of any of the dwellings hereby permitted, a Wildlife Information Pack informing residents of the availability of suitable alternative natural greenspace, presence of European Sites (for habitat and species) and how residents can help protect them including an outline 'responsible user code' shall be submitted to and approved in writing by the Local Planning Authority.

For the avoidance of doubt this shall comprise, but not be limited to:

- a) Description of the European designated sites and their features, this should include a map explaining the boundaries of European designated sites.
- b) An explanation of the sensitivities of features to recreational disturbance and key sensitive times for the features of the European designated sites.
- c) List any access restrictions in the local area (i.e., under the Countryside and Rights of Way Act 2000, Marine and Coastal Access Act 2009 or Byelaws).
- d) Suggestions of alternative recreational sites (i.e., parks, walking or cycling routes).
- e) Code of conduct (i.e., not disturbing flocks of feeding / roosting birds, keeping a distance from birds).
- f) Suggested areas for responsible bird watching and opportunities for people to get involved in the local natural environment (i.e., volunteering opportunities).
- g) Code for Walkers and Dog Walkers
Production and distribution of an advisory leaflet to be included within sales packs for residents. The leaflet should include a responsible user code for walkers and dog walkers.

The following principles will be expected to be followed for the packs:

- The homeowner information leaflets are tailored to the location of the development and the European designated sites in the area.
- Tailored to the audience using clear and easy to understand language.
- An appropriate format is used to present and share the homeowner packs (i.e. print, size).

The approved Wildlife Information Pack shall be issued to new residents on first occupation as part of any sales or rental agreement.

Reason: In order to comply with the Habitat Regulations Assessment Regulations and mitigate increased recreational pressure on European sites to comply with the National Planning Policy Framework (2021), Policies CS2, CS8, SUE2 and SUE2b of the Knowsley Local Plan: Core Strategy, adopted January 2016, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

27. Notwithstanding the submitted detail, prior to first occupation of any of the dwellings hereby permitted, precise scheme details of the proposed lighting to the roads, private communal areas, including parking areas, footpaths and shared routes shall have been submitted to and approved in writing by the Local Planning Authority.

The details shall include, but not be limited to:

- Site layout plan(s) / Elevations indicating location of lighting fixtures;
- A scheme of equipment in the lighting design (luminaire type, profiles, mounting details / height and operational controls) which, for the avoidance of doubt, should reduce the overall number of fixtures / level of lighting across the development than that submitted;
- Isolux contour map / diagram(s) showing predicted illuminance;
- Details of proposed luminance which shall be designed so that the lighting protects ecology and does not result in excessive light spill onto habitats and adjacent residential properties. The applicant should refer to Bat Conservation Trust website <https://www.bats.org.uk/news/2018/09/new-guidance-on-bats-and-lighting>

The scheme shall subsequently be implemented in accordance with the agreed details prior to the dwellings to which the lighting relates first being occupied and/or a timetable to be agreed and shall be retained thereafter.

Reason: In order to minimise the effect of lighting on surrounding residents /sites and ecology, in the interests of biodiversity and to ensure the development is safe and convenient for future users and to comply with the National Planning Policy Framework (2021), Policies CS2, CS7, CS8, SUE2, SUE2b, CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policies T7, T10, DQ2, ENV3 and ENV9 of the Knowsley Replacement Unitary Development Plan, adopted June 2006, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

28. No dwelling hereby approved shall be occupied until full details of fibre broadband connections to all proposed dwellings within the development has been submitted to and approved in writing by the Local Planning Authority. The infrastructure shall be installed prior to first occupation of the dwelling to which it relates and made available for use immediately on occupation of the dwelling in accordance with the approved details.

Reason: To ensure that an adequate level of infrastructure is provided in accordance with paragraph 114 of the National Planning Policy Framework (2021), Policies CS2 and SUE2 of the Knowsley Local Plan: Core Strategy, adopted January 2016, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

29. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any Order revising, revoking and re-enacting that Order with or without modification), no internal or external alterations shall be made to the garages associated with the House Type 1 (Plots 105 - 110 inc.), approved as part of this permission, which would preclude its use for housing motor vehicles, cycles and bins without the express permission of the Local Planning Authority.

Reason: To ensure that alterations are not carried out which would deplete the provision of car /cycle parking and bin storage facilities within the site and to comply with the National Planning Policy Framework (2021), Policies CS7, CS19 and SUE2 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Ensuring a Choice of Travel SPD, adopted September 2010, the East of Halewood SPD, adopted March 2020 and the East of Halewood Masterplan, adopted June 2020.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
27/10/2021	2.116	C	PROPOSED HOUSE TYPE 03b
27/10/2021	2.121	B	HOUSE TYPE 01 DETAIL ELEVATION
16/12/2021	2.001	E	PROPOSED SITE PLAN
27/10/2021	2.111	C	PROPOSED HOUSE TYPE 01
27/10/2021	2.115	C	PROPOSED HOUSE TYPE 03b
27/10/2021	2.114	C	PROPOSED HOUSE TYPE 03a
27/10/2021	2.123	C	HOUSE TYPE DETAIL 03 ELEVATION
27/10/2021	3.755	B	SITE BOUNDARY SECTIONS
27/10/2021	2.112	C	PROPOSED HOUSE TYPE 02
27/10/2021	2.113	C	PROPOSED HOUSE TYPE 03a
16/12/2021	2.002	E	PROPOSED SITE LEVEL PLAN
27/10/2021	2.122	C	HOUSE TYPE 02 DETAIL ELEVATION
29/01/2021	4084R1	-	AIR QUALITY ASSESSMENT (Dated 20 November 2020)
25/08/2021	155-20-1A	-	VISIBILITY SPLAY (APPENDIX I)
29/01/2021	A0129 REP01	-	NOISE AND VIBRATION ASSESSMENT (17 DEC 2020)
27/10/2021	3.757	-	SITE BOUNDARY SECTIONS
29/01/2021	January 2021	-	FLOOD RISK ASSESSMENT (BRIGHTON CONSULTING ENGINEERS LTD)
29/01/2021	-	-	PHASE I DESK STUDY REPORT
27/10/2021	3.756	-	SITE BOUNDARY SECTIONS
25/08/2021	155-20-4A	-	SWEPT PATH - PRIVATE CAR (APPENDIX J)
20/08/2021	August 2021	-	ARBORICULTURAL IMPACT ASSESSMENT WITH TREE PROTECTION MEASURES
05/10/2021	144.411	-	ENERGY AND SUSTAINABILITY ASSESSMENT
06/09/2021	144.413	-	UTILITIES STATEMENT
14/09/2021	144.412	-	ARCHAEOLOGY AND HERITAGE ASSESSMENT
29/07/2021	Issue 1.0	-	PRELIMINARY ECOLOGICAL APPRAISAL (JULY 2021)
13/07/2021	-	-	HABITAT REGULATIONS ASSESSMENT (TEST OF LIKELY SIGNIFICANT EFFECTS)(APPROPRIATE ASSESSMENT)
15/07/2021	144.410	-	AFFORDABLE HOUSING STRATEGY
16/12/2021	2.005	C	PROPOSED ELECTRICITY CHARGING POINT
27/10/2021	0.001	B	SITE LOCATION PLAN 01
27/10/2021	0.002	B	SITE LOCATION PLAN 02
27/10/2021	0.003	B	SITE LOCATION PLAN 03

27/10/2021	0.004	B	SITE LOCATION PLAN 04
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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:-

National Planning Policy Framework

KNOWSLEY LOCAL PLAN: CORE STRATEGY

- SD1 - Sustainable Development
- CS1 - Spatial Strategy for Knowsley
- CS2 - Development Principles
- CS3 - Housing Supply, Delivery and Distribution
- CS7 - Transport Networks
- SUE1 - Sustainable Urban Extensions and Safeguarded Land
- SUE2 - Sustainable Urban Extensions - Development Principles
- SUE2b - Sustainable Urban Extensions - East of Halewood
- CS15 - Delivering Affordable Housing
- CS17 - Housing Sizes and Design Standards
- CS19 - Design Quality and Accessibility in New Development
- CS20 - Managing the Borough's Historic Environment
- CS26 - Waste Management
- CS21 - Greenspaces and Trees
- CS22 - Sustainable and Low Carbon Development
- CS24 - Managing Flood Risk
- CS27 - Planning and Paying for New Infrastructure

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

- T7 - New Development and Walking & Cycling Routes
- T10 - Access for the Less Mobile
- DQ2 - Security in the Built Environment
- DQ4 - Trees and Development
- ENV2 - Noise and Vibration
- ENV3 - Light Pollution
- ENV5 - Contaminated Land
- The Joint Merseyside and Halton Waste Local Plan 2013
- WM8 - Waste Prevention and Resource Management
- WM9 - Sustainable Waste Management Design and Layout of New Development
- Ensuring a Choice of Travel SPD (2010)

SUPPLEMENTARY PLANNING DOCUMENTS

- Amended New Residential Development SPD (2018)
- East of Halewood SPD (2020)
- Design Quality in New Development SPD (2016)
- Developer Contributions SPD (2016)
- Trees and Development SPD (2016)

This information 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 (Maxine Wishart on 0151 443 2381)

ARTICLE 35 STATEMENT

The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted)

and negotiating with the applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, 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 The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848.

Further information is also available on the Coal Authority website at:
www.gov.uk/government/organisations/the-coal-authority

- 2 Merseyside Fire and Rescue Authority
The comments of Merseyside Fire and Rescue Authority as detailed in their letter as attached dated 9 April 2021.
- 3 United Utilities
The comments of United Utilities in their letter as attached dated 6 April 2021.
- 4 Network Rail
The comments of Network Rail in their attached email dated 17 May 2021.
- 5 Lead Local Flood Authority

The Applicant's attention is drawn to the comments of the Lead Local Flood Authority in regard to the detail required pursuant to Condition 22 of this permission:

(i) It is not clear from the FRA report where the proposed surface water runoff rate after development is discharged to rate. Should the surface water from the proposal is to connect to the public sewer system, provision of evidence that the site has an agreed discharge point and rate for post-development situation from responsible authorities is required.

(ii) Model Information (Micro Drainage or similar approved) to include a plan showing pipework model numbering and network details.

(iii) Results showing all the modelling criteria and summary network results for critical 1 in 2 year, 1 in 30 year and 1 in 100 year plus 40% CC storm events showing maximum water level, flow and velocity and details of any surface flooding anticipated are required.

(iv) A drawing showing the proposed impermeable and permeable areas, suitably annotated.

(v) Drainage Plan showing drainage layout, manholes including cover and invert levels, proposed levels, pipe sizes and gradients, all on -line controls, on and off line storage structures and outfall details.

(vi) Plan showing overland exceedance routes in the event of a failure of the drainage system or storm event in excess of the 1 in 100 + 40% CC storm event.

(vii) Summary Drainage Report setting out the Drainage Strategy and results of the calculations demonstrating compliance with the above.

(viii) Where third party agreements to construct sewers and to discharge flows are required, then written evidence of these two agreements shall be provided.

(ix) A timetable for implementation of the drainage works including an assessment of any phasing of the development.

(x) Demonstrating that adequate water quality of the off-site surface water flows (draining into a sewer, watercourse and ground) in accordance with the Simplified Index Approach as set out within Section 26 of the SUDS Manual (C753) can be achieved during all phases of the development.

(xi) An assessment of groundwater levels and pond water level is needed. Should the groundwater level is high, the applicant should demonstrate how they would mitigate the groundwater flood risk to the proposed properties.

(xii) The development design should be mindful of a legal 'Right of Way' as the main access to the water main supply to Heyes Farm, adjacent to the proposed development.

6 Local Highway Authority

It is an offence to carry out any works within the public highway without the permission of the Highway Authority. This grant of planning permission does not negate the need for the submission and approval of highway engineering details for inclusion in an agreement under S278 of the Highways Act 1980 for the proposed site access junction. The applicant is advised to contact Mark McCartney, t: 0151 443 2305.

email: mark.mccartney@knowsley.gov.uk to discuss the matter further.

7 Site Waste Management Plan

Guidance and templates are available at:

<http://www.meas.org.uk/1090>

<https://www.gov.uk/guidance/waste>

<http://www.wrap.org.uk/>

http://ec.europa.eu/growth/tools-databases/newsroom/cf/itemdetail.cfm?item_id=8983

8 Construction Environmental Management Plan (CEMP) for Biodiversity

Advisory: Key sources of CEMP guidance/standards are:

[http://www.bre.co.uk/filelibrary/rpts/sustainable construction simpleways to make it happen.pdf](http://www.bre.co.uk/filelibrary/rpts/sustainable%20construction%20simpleways%20to%20make%20it%20happen.pdf)

NHBC Foundation Research Documents - range of documents on sustainable construction

<http://www.nhbcfoundation.org/researchpublications>

CIRIA - Environmental Good Practice Site Guide (3rd Edition) (C692)

<http://www.ciria.org/ItemDetail?iProductCode=C692&Category=BOOK>

Please note: Some of these publications may not be free.

9 Waste Collection Indemnity

Where the Council deems it is safe to drive large refuse collection vehicles on private or unadopted roads, but is concerned about potential damage to the road surface, the Council will consider the use of such vehicles but only if written authority from all responsible land owners/Householders is received indemnifying the Council from any claim for damages to the road surface/carriageway associated with taking the collection vehicle on the road.

10 Secured By Design

Merseyside Police would welcome an application to achieve Secured by Design accreditation. All properties must have doorsets and windows certified to PAS24:2016.

Executive Director - Regeneration and Economic Development

Date: 11 April 2023

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. You should ensure that you understand the requirements of all planning conditions and that you fully comply with their requirements. If you are in any doubt about what a condition requires of you, please ask us for assistance. Planning conditions may require you to submit further information to us and await our approval before you can start your development. A failure to do so could result in your development being unlawful and necessitate the submission of a further planning application. A failure to comply with the conditions of the permission/consent may result in the taking of enforcement and potentially legal action, against you to remedy the breach of planning control.
4. A fee is normally payable to discharge planning conditions in accordance with government regulations.
5. This permission does not convey any rights or approval to build on, or develop, any land that is not fully owned or controlled by you, including on party boundaries. You should satisfy yourself that the agreement of any adjoining landowners has been given prior to commencing any building works.
6. 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. Knowsley Council's Building Control team are contactable on (0151)-443 2342 and they would be pleased to assist you.

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 B
PLAN

APPENDIX C
PLAN SHOWING FINCH WOODS

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