

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

Planning Act 1990

Relating to application for 2 industrial buildings comprising 24 units and associated development

on land at

Interchange Motorway Estate, Wilson Road, Huyton, Knowsley L36 6JG

Planning Application 22/00662/FUL

Dated **25 APRIL** 2023

- (1) Knowsley Metropolitan Borough Council
- (2) Derwent Development Management Limited
- (3) Albert Gubay Trustee Limited as trustee of The Albert Gubay Charitable Foundation

TABLE OF CONTENTS

INTRODUCTION

CLAUSES

1	DEFINITIONS
2	CONSTRUCTION OF THIS DEED
3	LEGAL BASIS
4	CONDITIONALITY
5	THE OWNER'S COVENANTS
6	THE COUNCIL'S COVENANTS
7	MISCELLANEOUS
8	MORTGAGEE'S CONSENT
9	WAIVER
10	CHANGE IN OWNERSHIP
11	INDEXATION
12	INTEREST
13	VAT
14	DISPUTE PROVISIONS
15	JURISDICTION
16	DELIVERY

THE SCHEDULES

FIRST SCHEDULE Details of the Owner's Title, and description of the Site

SECOND SCHEDULE Owner's Covenants with the Council

THIRD SCHEDULE Council's Covenants

ANNEX 1 The Draft Planning Permission

ANNEX 2 The Plan

ANNEX 3 The Approved Social Value Strategy

EXECUTION OF DEED

DATE

25 APRIL

2023

PARTIES

- (1) Knowsley Metropolitan Borough Council of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("Council")
- (2) Derwent Development Management Limited incorporated and registered in England and Wales with company number 12791411 whose registered office is at 3 Denmark Street, Goose Green, Altrincham, Cheshire, WA14 2SS ("Developer")
- (3) Albert Gubay Trustee Limited incorporated and registered in England and Wales with company number 13289300 whose registered office is at 3 Denmark Street, Goose Green, Altrincham, Cheshire, WA14 2SS in its capacity as sole corporate trustee of The Albert Gubay Charitable Foundation a charitable trust registered in England and Wales with charity number 1193970 ("Owner")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of the Site subject to the entries disclosed on the charges register to the title detailed in the first Schedule but otherwise free from encumbrances.
- 3 The Application has been submitted to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 4 The Council is minded to grant planning permission subject to the prior completion of this Deed.
- 5 The parties to this Agreement agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Regulations 2010 (as amended).

NOW THIS DEED WITNESSES as follows:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed unless the context otherwise requires the following expressions shall have the following meanings:

- 1.1 "Act" means the Town and Country Planning Act 1990
- 1.2 "Application" means the application for planning permission submitted to the Council by the Developer for the Development and allocated reference number 22/00662
- 1.3 "Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, site survey works, investigations for the purpose of assessing ground conditions, remedial work in respect of any

- 1.3 **"Contaminated"** means any land which is contaminated or likely to be contaminated by the presence of any substance in, on or under the land, or the amount of any substance in, on or under the land, which exceeds the relevant limit value or firm figure published in the relevant schedule to the Deed.
- 1.4 **"Commenced"** 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
- 1.5 **"Development"** means demolition of buildings and the erection of 2 no. industrial buildings to include 24 no. units together with other associated works as detailed in the Application
- 1.6 **"Index"** means All Items Index of Retail Prices issued by the Office for National Statistics
- 1.7 **"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
- 1.8 **"Index Linked"** means the contribution is to be adjusted by reference to the amount of any increase in the 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 and **"Indexation"** shall be construed accordingly
- 1.9 **"Interest"** means interest at 4% (four per cent) above the base rate of Barclays Bank PLC from time to time
- 1.10 **"the Obligations"** means those planning obligations detailed in the Second Schedule to the Deed
- 1.10 **"Plan"** means the plan at Annex 2
- 1.11 **"Planning Permission"** means the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application a draft of which is at Annex 1 to this Deed
- 1.12 **"Site"** means the property (including land and any buildings) against which this Deed may be enforced as shown edged red on the Plan and more particularly described in the First Schedule

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving through or under that party any title interest or estate in any part of the Site and in the case of the Council the successors to its relevant statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority so as to bind the Site.

4 CONDITIONALITY

This Deed is conditional upon the grant of the Planning Permission save for the provisions of Clauses 7, 8, 10, 14, 15 and 16 which shall come into effect immediately upon completion of this Deed.

5 COVENANTS TO THE COUNCIL AND OWNER'S WARRANTY

- 5.1 The Developer covenants with the Council and the Owner to perform the Obligations.
- 5.2 In the event that
- (a) Development is Commenced; and
 - (b) the Developer has not performed some or all of the Obligations
- the Owner covenants with the Council to perform those Obligations to the extent they have not already been satisfied
- 5.3 The Owner hereby warrants and confirms 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.

6 THE COUNCIL'S COVENANTS

The Council covenants with the Owner and the Developer to observe the restrictions and perform the obligations as set out in the Third Schedule.

7 MISCELLANEOUS

- 7.1 The Developer shall pay to the Council on completion of this Deed

7.1.1. the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £750; and

7.1.2 the sum of £260 in respect of the Council's administrative costs for registering the obligations contained in this Deed

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

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

7.4 Save for the provisions of clause 7.1 which are enforceable from the date of this Deed, no provisions of this Deed shall be enforceable until the Commencement of Development.

7.5 Where the agreement, approval, consent or expression of satisfaction is required by the Developer or the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services, or in the event of any restructuring of posts by the Council such successor as the Council may from time to time determine, and any notices shall be deemed to have been properly served if served in accordance with clause 7.13.

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

7.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.8 If the Planning Permission is varied (other than as provided for in clause 7.15) or quashed or revoked or otherwise withdrawn or ceases to have effect by operation of law or expires before the Commencement of Development then:

- a) this Deed shall (except for paragraph b) below) cease to have effect; and
- b) the Council shall forthwith cancel all entries made in the Register of Local Land Charges in respect of this Deed and return to the Owner any payments made under the terms of this Agreement.

7.9 No person comprising the Owner shall be liable for:

- a) any breach of any planning obligations or other provisions of this Deed; or
- b) any obligation or liability under this Deed

after parting with its entire interest in the Site or its interest in that part of the Site on which the breach occurs or to which the obligation or liability relates, but without prejudice to liability for any subsisting breach arising before parting with that interest

7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or any modification, variation or amendment of it) granted (whether or not on appeal) after the date of this Deed.

7.11 Nothing contained or implied in this Deed grants planning permission or other consent or shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of

its functions as a Local Authority and its rights powers duties and obligations under any statute byelaw or regulation may be as fully and effectually exercised as if the Council were not a party to this Deed.

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

7.12.1 any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant statutory undertaker is occupying the relevant part of the Site for purposes as a statutory undertaker; nor

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

7.13 Nothing contained or implied in this Deed shall prejudice affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7.14 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party as detailed in this Deed or such other address notified in writing to the other party from time to time provided that

7.14.1 whilst the Owner is Albert Gubay Trustee Limited any notice to be served on the Owner must be served care of Derwent Estates Limited, 3 Denmark Street, Goose Green, Altrincham, WA14 2SS or at such other address within the United Kingdom as the Owner shall notify to the Council in writing; and

7.14.2 any notices to be served upon the Council shall be marked for the attention of the Council's Head of Planning

7.14.2 any notices to be served upon the Developer shall be sent to 3 Denmark Street, Goose Green, Altrincham, WA14 2SS or at such other address within the United Kingdom as the Developer shall notify to the Council in writing

7.15 if the Council agrees pursuant to an application made by the Owner or the Developer under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council (acting reasonably) in their determination of such an application for the new planning permission or the Secretary of State or inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8 DEVELOPER'S INDEMNITY TO OWNER

The Developer covenants with the Owner to indemnify and to keep indemnified the Owner against all claims, demands and proceedings made or brought against the Owner and all costs, expenses, losses, damages and liability incurred by the Owner arising (either directly or indirectly) from any breach by the Developer of the covenants set out in the Second Schedule to this Deed.

9. WAIVER

No waiver (whether expressed or implied) by the Council, the Owner or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council, the Owner or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give written notice promptly of any change in ownership of its freehold interest in 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.

11 INDEXATION

Any sum referred to in the Schedules shall be Index Linked and where the Developer or (where clause 5.2 applies) the Owner is 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

12 INTEREST

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

13 VAT

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

14 DISPUTES

If any dispute arises out of this Deed the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction then equally).

15 JURISDICTION

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

15A COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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.

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

Details of the Owner's Title

The land within title number MS204610 registered at HM Land Registry.

Description of the Site

All that land known as **part** of Interchange Motorway Estate, Wilson Road, Huyton, Knowsley L36 6JG shown edged red on the Plan at Annex 2.

SECOND SCHEDULE
Covenants to the Council

PART 1
SOCIAL VALUE CONTRIBUTIONS

Interpretation

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

- 1.1 **"Social Value Strategy"** means a strategy dated 13 February 2023 for providing training programmes and delivering social value during construction and end use phases of the Development as required and described in the SPD and which has been
- a) submitted by the Developer in support of the Application;
 - b) approved by the Council as part of the Planning Permission; and
 - c) annexed to this Deed
- 1.2 **"Social Value Contribution"** means the sum of £7,740 (seven thousand seven hundred and forty pounds) to be used by the Council's approved partner organisation to support and monitor the provision of social value activity relevant to the Development in accordance with the approved Social Value Strategy. Social Value activity may include but shall not be limited to the provision of apprenticeships, local employment and trainee placements.
- 1.3 **"SPD"** means the Council's adopted SPD "Adding Social Value to Development: Employment and Skills" September 2018

Covenant

Prior to the Commencement of Development the Social Value Contribution shall be paid to the Council and Development shall not Commence until the Social Value Contribution has been paid.

PART 2
MONITORING FEE

Interpretation

In this Part 2 the following words and phrases shall have the meanings:

- 2.1 **"Monitoring Fee"** means the sum of £520 (five hundred and twenty pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

Covenant

Prior to the Commencement of Development the Monitoring Fee shall be paid to the Council and Development shall not Commence until the Monitoring Fee has been paid

THIRD SCHEDULE

Council's Covenants

The Council shall :

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

ANNEX 1 The 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: 22/00662/FUL

Name and address of applicant

Derwent Development Management Ltd
3 Denmark Street
Goose Green
Altrincham
WA14 2SS

Name and address of agent

Aylward Town Planning LTD
Unit 16, Tamewater Court
Dobcross
Oldham
OL3 5GD

Date of Receipt: 26 October 2022

Date Valid: 20 January 2023

Address/Location Of Development:

Land At Interchange Motorway Estate
Wilson Road
Huyton
Knowsley
L36 6JG

Description of Development:

DEMOLITION OF BUILDINGS AND THE ERECTION OF 2 NO. INDUSTRIAL BUILDINGS TO INCLUDE 24 NO. UNITS COMPRISING OF 2 NO. UNITS (USE CLASS E (G) (III), 4 NO. UNITS (USE CLASS B8) AND 18 NO. UNITS (USE CLASS B2) TOGETHER WITH 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. Prior to the occupation of any unit hereby permitted the recommendations set out in Noise Impact Assessment (e3p, Report Ref 50-613-R1-1, Version 3 dated 27th February 2023), of the site management controls and acoustic barrier shall be implemented. Documentary evidence of the works shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation.

Reason: To safeguard local residents from noise and disturbance, and to comply with Saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

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

Reason: To safeguard local residents from noise and disturbance, and to comply with Saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

5. No part of the development hereby permitted, including any works of demolition, shall be commenced until a Construction Management Plan that details the means of mitigation of construction effects has been submitted and agreed in writing by the Local Planning Authority. This shall include the following:
 - a. Methods for the mitigation of noise and vibration from building works, including any piling works, and also from the operation of any temporary power generation or pumping plant which will operate overnight.
 - b. Methods for dust control and suppression.
 - c. Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
 - d. The areas for the storage of plant and materials.
 - e. A programme of works, including phasing.
 - f. Location of site compound, including any loading/unloading areas, turning areas for delivery vehicles and construction staff parking arrangements.
 - g. Scheme for recycling/disposal of waste resulting from demolition and construction works.
 - h. The following Reasonable Avoidance Measures for protection of hedgehog
All trenches and excavations should have a means of escape (e.g., a ramp);
Any exposed open pipe systems should be capped to prevent mammals gaining access; and Appropriate storage of materials to ensure that mammals do not use them.
 - i. Proposed hours of construction (the following is usually acceptable: 0800 to 1800 Monday to Friday, 0800 to 1300 Saturday and not at all on Sundays/Public Holidays).
 - j. A Method Statement to prevent invasive species (Contoneaster) being spread on and off site.

- k. Methods that can be put in place quickly, should odour control be required. (There is potential for odour from the historic use of the site, particularly when ground excavations take place).
- l. Details of relevant pest control measures that will be put in place during the construction / demolition phase.

All site works shall then proceed only in accordance with the approved management plan unless otherwise agreed in writing beforehand with the Local Planning Authority.

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with the National Planning Policy Framework; Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016; Policy WM9 of the Merseyside and Halton Joint Waste Local Plan 2013 and saved Policies H5 and ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

6. A. Risk Assessment

No development or phase of development (excluding demolition) 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.

Prior to any further ground investigations taking place, the scope of works for these investigations must be agreed, in writing, with the local planning authority.

The assessment must also 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 or phase of development (excluding demolition) shall take place until a detailed remediation scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme must include an appraisal of remediation options, identification of the preferred option(s), the proposed remediation objectives and remediation criteria, and a description and programme of the works to be undertaken including the verification plan. As a minimum, the scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to its intended use.

C. Implementation of Approved Remediation Scheme

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

D. Reporting of Unexpected Contamination

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

E. Materials Management Plan

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

F. Importation of Soil/Material

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

Reason. In the interests of safety, to prevent pollution of the water environment and to comply with Policy ENV5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

7. No development or phase of development (excluding demolition) shall commence until;
 - a. a scheme of intrusive site investigations has been carried out on site to establish the risks posed to the development by past coal mining activity, and.
 - b. any remediation works and/or mitigation measures to address land instability arising from coal mining legacy, as may be necessary, have been implemented on site in full in order to ensure that the site is made safe and stable for the development proposed. This should include the submission of the approved site layout plan which illustrates the exact location (and grid co-ordinates) of the recorded mine entries, if found present within the site, and the calculated zone of influence (no build exclusion zone) of any recorded mine entry within influencing distance of the site.

The intrusive site investigations and remedial works shall be carried out in accordance with authoritative UK guidance.

Reason: The undertaking of intrusive site investigations, prior to the commencement of development, is considered to be necessary to ensure that adequate information pertaining to ground conditions and coal mining legacy is available to enable appropriate remedial and mitigatory measures to be identified and carried out before building works commence on site. This is in order to ensure the safety and stability of the development, in accordance with paragraphs 183 and 184 of the National Planning Policy Framework.

8. Prior to the occupation of the development, or it being taken into beneficial use, a signed statement or declaration prepared by a suitably competent person confirming that the site is, or has been made, safe and stable for the approved development shall be submitted to the Local Planning Authority for approval in writing. This document shall confirm the methods and findings of the intrusive site investigations and the completion of any remedial works and/or mitigation necessary to address the risks posed by past coal mining activity.

The undertaking of intrusive site investigations, prior to the commencement of development, is considered to be necessary to ensure that adequate information pertaining to ground conditions and coal mining legacy is available to enable appropriate remedial and mitigatory measures to be identified and carried out before building works commence on site. This is in order to ensure the safety and stability of the development, in accordance with paragraphs 183 and 184 of the National Planning Policy Framework.

9. The proposed development shall not be brought into use until precise scheme detail of the proposed cycle storage has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as agreed before any part of the development has been brought into use. For the avoidance of doubt, long stay cycle parking must be covered and offer a means to secure the cycles.

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

10. Within 3 months of the development being brought into use a Travel Plan will be submitted to and approved in writing by the Council as Local Planning Authority. The Plan shall include immediate, continuing, and long-term measures to promote and encourage alternative modes of transport to the single-occupancy car. For the avoidance of doubt, the Travel Plan shall include, but not be limited to:

- Involvement of employees.
- Information on existing transport policies, services and facilities, travel behaviours and attitudes.
- Access for all modes of transport.
- Targets for mode share.
- Resource allocation including Travel Plan Co-ordinator and budget.
- A parking and management strategy.
- A marketing and communications strategy.
- Appropriate measures and actions to reduce car dependence and encourage sustainable travel.
- An action plan, including a timetable for the implementation of each of the above.
- Mechanisms for monitoring, reviewing and implementing the Travel Plan.

The approved Travel Plan shall be implemented in accordance with the timetable contained therein and shall continue to be implemented as long as any part of the development is occupied and in use.

An annual report shall be submitted to the Council no later than 1 month following the anniversary of the first occupation of the development for a period of 5 years. The report shall include a review of the Travel Plan measures, monitoring data and updated action plan.

Reason: To maximise opportunities for travel by modes of transport other than the private car, and to ensure that the development is sustainable, having regard to Policies T6 and T9 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

11. No development (excluding demolition) shall commence until a detailed SUDS based surface water and foul water drainage scheme based on the principles of the SUDS Manual (C753) and the criteria as set out within Knowsley Strategic Flood Risk Assessment (SFRA, Levels 2), has been submitted and approved in writing by the Local Planning Authority (LPA). The applicant should provide suitable drainage drawings, summary calculations and results of all investigations detailing the proposed surface water drainage based on site characteristics. The drainage works shall be implemented in accordance with the approved scheme before the development is brought into use, or as set out in any approved phasing details.

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

12. No part of the development hereby permitted shall be occupied until details of the number and location of bat boxes to be incorporated into the scheme have been submitted to and approved in writing by the Local Planning Authority. The bat boxes shall be installed in accordance with the approved details prior to the first occupation of the building and shall be retained at all times thereafter.

Reason: In the interests of biodiversity conservation and to comply with Policy CS8 of the Knowsley Local Plan Core Strategy, adopted January 2016.

13. The Electric Vehicle Charging points indicated on the approved layout plan shall be fully installed prior to the occupation of the first unit.

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

14. Notwithstanding the details shown on the approved drawings, no part of the development shall be occupied until full details of both hard and soft landscaping works have been submitted to and approved in writing by the Local Planning Authority.

The details shall relate to all land surfaces not built upon and shall include:

- a. Land-levels and gradients resulting in the formation of any banks, terraces or other earthworks
- b. hard surfaced areas and materials,

- c. planting plans, specifications and schedules, planting size, species and numbers/densities, trees to be retained and a scheme for the timing / phasing of work.
- d. existing plants / trees to be retained
- e. A detailed regime for the ongoing and longer term maintenance of all soft landscaping is also required to be submitted for approval.
- f. to include mitigation tree planting across the site at a minimum of 14 replacement trees at 20-25cm girth.

The approved landscaping works shall be implemented and completed prior to the occupation of the dwelling to which it relates unless otherwise agreed in writing by the Local Planning Authority.

Any trees or shrubs planted or retained in accordance with this condition which are removed, uprooted, destroyed, die or become severely damaged or become seriously diseased within 5 years of planting shall be replaced within the next planting season by trees or shrubs of similar size and species to those originally required to be planted.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and to comply with Saved Policy H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006, Policy CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

15. No part of the development hereby permitted shall be commenced until: -

At least five days written notice has been given to the Local Planning Authority of the intention to commence development. The protective fencing referred to in Arboricultural impact assessment 1675.22.C 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.

No storage of plant or material (including soil) works (including movement of soil, changes in ground level, vehicular movements, siting of temporary buildings or other works), lighting of fires or tipping of liquids shall take place within the protective fencing thereby defined for the duration of the development works.

Reason: To protect existing trees within the site in the interests of visual amenity and to comply with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016 and saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

16. Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987(as amended) the premises to which this permission relates shall be used only for a use falling within Class E(g)(iii) - in Units A1 & A2 only Class B2 - in Units A3 - A11 (inclusive) & in Units B1 -B5 (inclusive) and Class B8 (in units B6-B9 inclusive) and for no other use in the Schedule to that Order or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, except with the prior grant of a further planning permission.

Reason: To enable the Local Planning Authority to assess any proposal for a further change of use, whether or not it falls within the same Use Class and to comply with CS7 & CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016 .

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

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

18. No raw materials, finished or unfinished products or parts, crates, materials, waste, refuse or any other item shall be stacked or stored outside any building on the site without the prior approval in writing of the Local Planning Authority (other than in those areas expressly shown for those purposes on the approved plans).

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

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
20/01/2023	11049 PL X L03	REV E	PROPOSED USE TYPES PLAN
20/01/2023	24.05.22	-	PHASING PLAN
22/03/2023	JSW 23 ISSUE O3	-	PALADIN FENCING BLACK
10/03/2023	P.1675.22C	-	ARB IMPACT ASSESSMENT
10/03/2023	P.1675.22.01C TS-02C	-	METHOD STATEMENT
10/03/2023	P.1675.22A	-	TREE DATA TABLES
23/02/2023	TECHNICAL NOTE FEB 2023	-	HIGHWAYS TECHNICAL; NOTE
20/02/2023	P.1675.22REV A	-	NOCTURNAL BAT SURVEY
20/01/2023	GB01T20E53.2P ROJ.11020624	-	
26/10/2022	P.1675.22	-	ECOLOGICAL APPRIASAL
27/02/2023	50-613-R1-3	-	NOISE IMPACT ASSESSMENT
26/10/2022	11049-PL-A-E01	REV C	BLOCK A PROPOSED BUILDING ELEVATIONS
26/10/2022	11049-PL-A-P01	REV C	BLOCK A PROPOSED GROUND FLOOR PLAN
26/10/2022	11049-PL-A-P02	REV A	BLOCK A PROPOSED ROOF PLAN
26/10/2022	11049-PL-A-S01	REV B	BLOCK A PROPOSED BUILDING SECTIONS
26/10/2022	11049-PL-B-E01	REV B	BLOCK B PROPOSED BUILDING ELEVATIONS
26/10/2022	11049-PL-B-P01	REV B	BLOCK B PROPOSED GROUND FLOOR PLAN
26/10/2022	11049-PL-B-P02	-	BLOCK B PROPOSED ROOF PLAN
26/10/2022	11049-PL-B-S01	REV A	BLOCK B PROPOSED BUILDING SECTIONS
26/10/2022	11049-PL-X-L01	REV A	LOCATION PLAN
22/03/2023	11049-PL-X-L03	REV K	PROPOSED SITE PLAN
11/04/2023	28052-DWG-XX-	REV 04	HUYTON INDUSTRIAL ESTATE

	00001		LIGHTING LAYOUT
26/10/2022	M5198-DSSR- XX-XX-DR-E- 63002	REV P2	HUYTON INDUSTRIAL ESTATE LUX LEVEL LAYOUT

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:-

CS2 - Development Principles
CS4 - Economy and Employment
CS7 - Transport Networks
CS19 - Design Quality and Accessibility in New Development
CS23 - Renewable and Low Carbon Infrastructure
CS24 - Managing Flood Risk
CS27 - Planning and Paying for New Infrastructure
KNOWSLEY LOCAL PLAN: CORE STRATEGY
SAVED POLICIES - KNOWSLEY REPLACEMENT UNITARY DEVELOPMENT PLAN
(ADOPTED JUNE 2006)
EC3 - Primarily Industrial Areas
T5 - Location of Major Traffic Generating New Development
T8 - Transport Assessments
T9 - Travel Plans
DQ2 - Security in the Built Environment
DQ4 - Trees and Development
ENV2 - Noise and Vibration
ENV3 - Light Pollution
ENV5 - Contaminated Land
CS8 - Green Infrastructure
Adding Social Value to Development, Employment and Skills SPD (2018)
Design Quality in New Development SPD (2016)
SUPPLEMENTARY PLANNING DOCUMENTS

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

Informatives

1. It is an offence to carry out any works within the public highway without the permission of the Highway Authority. Should this be required the applicant is advised to contact the site development team, email: SiteDevelopment@knowsley.gov.uk to discuss the matter further. The highway fees applicable for a S278 highway agreement are available on the Knowsley Council website here: <https://www.knowsley.gov.uk/residents/roads/highway-fees-and-charges>
2. Pursuant to Condition 12 the proposed surface water and drainage strategy, detailed design drawings, calculations and supporting information shall be expected to consider the following elements:
 - (i) Currently, the proposed drainage design is based on an assumption which infiltrating-based features will not be feasible. Final destination of surface water runoff should be determined based on-site characteristics by following the surface water drainage discharge hierarchy. As requested by National Planning Practice Guidance applications should aim to discharge surface water runoff as high up the following hierarchy of drainage options as reasonably practicable:
 - into the ground (infiltration)
 - to a surface water body
 - to a surface water sewer, highway drain, or another drainage system, and
 - to a combined sewer.

For infiltrating-based methods, the soakaway test should be completed according to the BRE 365 method and their results should be submitted with the full application. Should the infiltration rate on site would be sufficient for infiltration-based features, the proposed drainage design should be redesigned.

(ii) A SuDS aims to minimise the impacts from a proposed development on water quality and maximise amenity and biodiversity. In designing an appropriate set of SuDS techniques for a development site, the LLFA will therefore be expecting above ground, green SuDS to be prioritised to promote water quality, amenity and biodiversity.

(iii) If the exiting proposals are retained in the final design, the survey of those sections of the existing pipes remained on site as part of the drainage proposal/connection should be surveyed. This is vital as the performance of the proposed system depends on the quality of these pipes.

(iv) A 50% betterment rate has been applied on the existing maximum discharge rate in order to calculate the maximum discharge rate at post development situation. Although the betterment rate used would be acceptable, it should be applied on flow calculations on each catchment area contributing to each proposed connection point. In addition, using impermeable areas in each catchment area the LLFA requires the existing and proposed discharge rate for a range of rainfall events from 1 in 2 to 1 in 100 + 40%CC to be calculated and the results to be provided.

(v) With respect to the controlling system adopted and attenuation volume required, developers have the option to limit discharge for all events to the QBAR flow rate; or install a complex discharge control which reflects the original discharge or run-off rates from the site across the range of storm events. e.g., QBAR, 3.3% (1in30), 1% (1in100), 1% (1in100) plus climate change and provide Long Term Storage for all runoff volume greater than the greenfield volume. Using complex controls is more expensive but reduces the amount of attenuation storage required on the site and is probably worth doing on larger sites.

(vi) Water quality should be taken into account as part of the proposed drainage design. It will be required to demonstrate 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. In this case that an industrial yard is proposed, water quality risk to surface water bodies and groundwater should be assessed (screening risk or detailed risk assessment) and mitigation measures to be adopted to ensure that risk to both surface water bodies, and groundwater are effectively managed (see Table 26.1 of the SUDS Manual).

(vii) Given the topography of the site and surface water flood risk along Wilson Road the risk of surface water runoff entering the site from off-site should be assessed and, if required, protection / interception measures to be proposed.

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

(ix) It is understood that the proposed network should be able to cope with the flow rate during the 1 in 30 + 40%CC and site may be flooded for events greater than that but a detailed assessment will be required to demonstrate that the level of flood risk (volume of flood water, flood depth and flood velocity) resulting from surcharging pints/manholes.

(x) 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. Flow routes need to be considered when all on site drainage systems have been overwhelmed by an event of greater intensity than the design scenario. The impact of exceedance flows from and on adjacent land should also be considered. The duration of flooding, maximum depth and the route of flood flows shall be established and managed so as to mitigate the flood impact to people and property.

(xi) An investigation of the hierarchy of drainage options in the National Planning Practice Guidance (or any subsequent amendment thereof). This investigation shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water in accordance with BRE365;

(xii) A restricted rate of discharge of surface water agreed with the local planning authority (if it is agreed that infiltration is discounted by the investigations).

(xiii) Levels of the proposed drainage systems including proposed ground and finished floor levels in AOD;

(xiv) Incorporate mitigation measures to manage the risk of sewer surcharge where applicable; and (xv) Foul and surface water shall drain on separate systems.

For the assessment of an exceedance event impact, it would be expected to consider the 1 in 200 rainfall event plus climate change.

(a) The risk assessment should include for blockage of pipes, blockage of outlet structures and risk of impediments across planned flood routing paths. The application should be supported by a designer's risk assessment that identifies key points of failure of the system and what means have been engaged to limit risk of failure. This will also inform the maintenance plan with regards to corrective actions needed should a failure occurs.

(b) Drainage Plan showing drainage layout, manholes including cover and invert levels, proposed finished floor levels, pipe sizes and gradients, all on -line controls, on and offline storage structures and outfall details. 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 will be required.

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

(d) Where third party agreements to connect to public sewers and to discharge flows are required, then written evidence of the agreements shall be provided (e.g. UU).

- 3 No tree felling, or scrub 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, scrub 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.

- 4 Pursuant to part J of condition 6 - Invasive Species

Cotoneaster is present on site within ornamental planting. Cotoneaster is listed on Schedule 9 of the Wildlife and Countryside Act and national Planning Policy Guidance applies. The applicant should submit details for eradication of the plant, prepared by a competent person, which includes the following information:

- A plan showing the extent of the plant(s).
- The method(s) that will be used to prevent the plant/s spreading further, including demarcation.
- The method(s) of control that will be used, including details of post-control monitoring; and
- How the plants will be disposed of after treatment/removal.

In this instance, due to the nature of cotoneaster, I advise a full Method Statement is not required. Instead, the above details can be provided within a CEMP and could include methods such as digging out, turning upside down on tarpaulin and leaving for an extended period before burying after the plant is confirmed as dead. It is imperative this is done outside of the fruiting period to ensure no contamination.

- 5 Please find attached consultation responses from Cadent Gas, United Utilities, The Coal Authority and Merseyside Fire Authority.

Executive Director - Regeneration and Economic Development

Date:

DRAFT

IMPORTANT NOTES FOR YOUR ATTENTION:

1. This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, bylaw, order or regulation.
2. This permission refers only to those plans submitted as part of the Planning Application a copy of which is retained by the Local Planning Authority. The Local Planning Authority should be contacted in writing if it is proposed to amend these plans in any way as a further permission, may be required.
3. 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

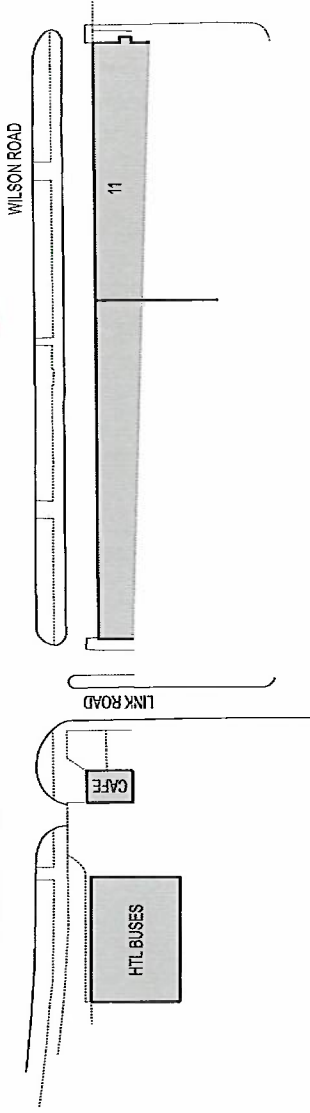
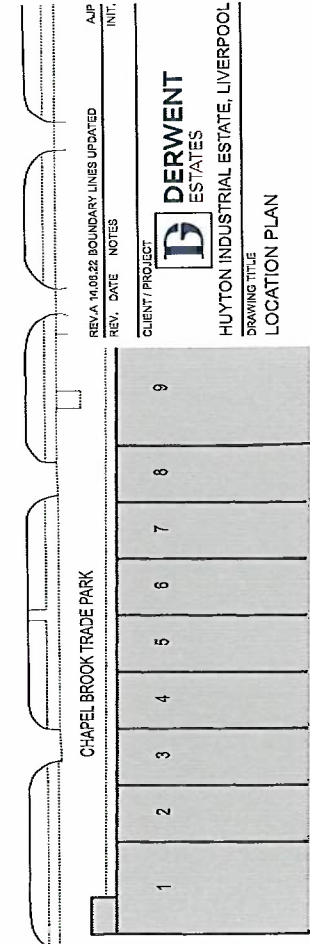
- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your 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.

ANNEX 2 The Plan

THIS DRAWING IS PROTECTED BY COPYRIGHT AND MUST NOT BE COPIED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE DRAWING. ALL DIMENSIONS AND SIZES TO BE CHECKED ON SITE. NORTH POINTS SHOWN ARE INDICATIVE.

SITE SPECIFIC HAZARDS

IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONSTRUCTION (C) ACT 1996, THE FOLLOWING SIGNIFICANT RESIDUAL HAZARDS HAVE NOT BEEN IDENTIFIED BY THE SURVEYOR. THE SURVEYOR HAS CONDUCTED VISUAL SURVEILLANCE OF THE SITE AND HAS IDENTIFIED NO SIGNIFICANT HAZARDS. THE SURVEYOR HAS CONDUCTED VISUAL SURVEILLANCE OF THE SITE AND HAS IDENTIFIED NO SIGNIFICANT HAZARDS.



STATUS		PLANNING	
DATE	24.05.22	DRAWN	DB
SCALE @ A3	1:1250		
PROJECT	11049	STAGE	PL
REASON	PL	UNIT	X
REASON	PL	FLOOR	L01
REASON	PL	LETTER	A
DRAWING NO.			
11049			
Site Location Plan			
Location	L	CA-View	P
Details	S	Details	D
Public	C	Public	C
Colour	C	Colour	C
THE RATCLIFFE GROVES PARTNERSHIP			
MANCHESTER			
105 MANCHESTER ROAD			
MANCHESTER, M13 9PL			
T: 0161 797 4000 E: manchester@rpf.co.uk			
www.rpf.co.uk			
LONDON			
10 RICHMOND ROAD			
LONDON, W9 1EH			
T: 020 7463 0200 E: london@rpf.co.uk			

ORDNANCE SURVEY LICENCE

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LEGEND

OWNERSHIP BOUNDARY
(4.70 HECTARES)

APPLICATION BOUNDARY
(1.90 HECTARES)

SCALE 1:1250

0m 10 20 30 40 50 60 70 80

CLIENT/PROJECT

DERWENT ESTATES

HUYTON INDUSTRIAL ESTATE, LIVERPOOL

DRAWING TITLE

LOCATION PLAN

REV. A 10.08.22 BOUNDARY LINES UPDATED

REV. DATE NOTES

INIT.

ANNEX 3

The Approved Social Value Strategy

Social Value Strategy

Wilson Road Industrial Development

Date:	13 February 2023
Fusion 21 Ref:	16625
Developer name:	Derwent Development Management Ltd.
Development overview:	Demolition of existing buildings and Erection of B8/B2 multi-let employment space
Site name/address:	Huyton Trade Park, Wilson Road, Huyton, Knowsley



Social Value Strategy

It is a planning condition that Derwent Development Management Ltd. submit a social value strategy for the development at Wilson Road, Knowsley. On approval of this plan by Knowsley Borough Council (KMBC) it will form a compliance document and will be implemented by Derwent Development Management Ltd. with support from the main contractor on this project. Where appropriate, sub-contractors will be expected to contribute towards the delivery of social value targets on site. Fusion21 have been engaged by KMBC for the delivery of this strategy. As such, Fusion 21 will support Derwent Development Management Ltd. to create a site-specific social value delivery plan and Fusion21 will lead on monitoring and reporting of social value activity on this site.

The Section 106 agreement indicates a target for social value weeks delivery which for this development is 74 weeks. KMBC shall approve the SVS in accordance with the terms of the Agreement.

This SVS has been prepared in consultation with Fusion21 and in accordance with the KMBC 'Adding Social Value to Development' supplementary planning document (SPD) adopted in September 2018.

In accordance with item 4.11 of the SPD The Council would especially like to see a Social Value Strategy commit to as many of the following measures as is practicably achievable:

- Provision of apprenticeships for Knowsley residents aged under 25, which can be from the construction or end use phases, or a combination of the two;
- Provision of employment opportunities in the construction phase and which have appropriate support to make them suitable for long-term unemployed Knowsley residents (i.e. those who have been out of work for at least two years);
- Provision to notify the Council or any other agency nominated by the Council, of job vacancies arising from the construction phase; and
- Provision for delivery of bespoke pre-employment and skills training for Knowsley residents that will provide them with the skills to access the jobs that are being created.

Activity Profile

Typical examples of the activities that developers, contractors and their supply chain are expected to undertake in support of the above measures include the following:

- Targeted recruitment and training requirements, ensuring that apprenticeship and other work opportunities for Knowsley residents help to alleviate unemployment;
- Targeted vacancy filling, maximising the use of employment support partners;
- Work placements for Knowsley residents designed to support education and learning;
- Participation in education initiatives, supporting the transition between school and work;
- Supporting the local supply chain, helping to develop a wider business base;
- Provision of opportunities for social enterprises, which have explicit social, economic or environmental aims;

Although this document records the formal strategy, the above list is not exhaustive and Fusion21 will apply a flexible approach to compliance and achieving the targets with the works package contractors in accordance with the Adding Social Value through Major Development SPD.

A wide range of other local employment and training measures may also be secured through this Social Value Strategy, and further examples are provided in the Adding Social Value through Major Development SPD.

Our Strategy:

Fusion21 will use its forecasting model to determine the total number of social value weeks that will be required based on the type of project, the construction cost and its duration. (Note: this has been done and is forecast to be 74 weeks)

In order to meet the requirements of the strategy it has been agreed that:

- In consultation with Fusion21 the Contractor will develop a social value delivery plan detailing job/apprenticeship opportunities and other social value activities to be carried out. This will be shared with local services via the Fusion21 social value steering group (SVSG).
- The contractor and their subcontractors will ensure that all vacancies are referred to Fusion21 in the first instance with the aim of recruiting Knowsley residents; however, if vacancies cannot be filled via this route they may recruit elsewhere;
- The contractor/subcontractors will support short term voluntary work placements for unemployed adults and NEET's either directly or through the supply chain where safe and practicable. Candidates will not be under 16 years of age (unless KMBC are satisfied that adequate safeguarding procedures are in place) and will have completed appropriate Health and Safety training in accordance with the H&S policy of the supervising Contractor.
- The developer/contractor will provide Fusion 21 with the necessary information to allow Fusion21 to commission the delivery of bespoke pre-employment and skills training for Knowsley residents that will provide them with the skills to access the jobs that are being created. Where appropriate, the main contractor/sub-contractors will guarantee interviews for local residents who have taken part in this bespoke training package (though they may recruit other individuals if they are better suited to the role).
- The contractor will ensure that Fusion21 are provided with all necessary information to be able to monitor and report on outcomes including case studies which may be used for media releases.

End user social value:

- Derwent Development Management Ltd. will make Fusion 21 aware once an end-user has been identified for the development.
- Fusion 21 will support the end-user(s) to complete an end-use matrix which will identify employment opportunities for local people.
- Fusion 21 will work with local partners to recruit local people into these positions as much as possible.

Appendix 1

Explanation Forecasted Weeks

Whilst we are unable to directly influence the type or numbers of jobs created by this development we will forecast a baseline number of weeks for the provision of social value activities as referenced in the 'Adding Social Value to Development' SPD. The method of calculating the target number of Social Value weeks is driven by an industry approved model for predicting labour requirements according to planning class uses, which then applies regionally specific information sourced from published data by amongst others CITB Construction Skills Network Data.

This approach ensures that social value weeks targets are relevant to specific developments and allows flexibility for outcomes to be delivered which reflect the business needs of Applicants/Developers/Contractors and their supply chain so opportunities created are therefore genuine and sustainable.

This process enables a realistic expectation of outcomes. On a Development of this nature the method of construction is such that traditional trades apprenticeships may not be available within the construction programme, however we would expect to see local employment opportunities and other social value activities being delivered.

We strongly support work placement opportunities and engagement of schools/educational involvement in the development as a whole throughout the RIBA stages, to provide a range of opportunities for students linked more to the overall process of how development and construction works. We believe this will provide a better insight into the industry giving a wider range of careers knowledge which includes technical and professional roles, and encouraging young people to enter into careers in the built environment.

Our preferred method of delivering social value weeks is to have a range of delivery options that we can match opportunities to based on our construction programme, we believe from experience we can deliver meaningful outcomes.

Appendix 2

Monitoring and Reporting

A key element of the delivery of this social value strategy is successful monitoring and reporting of outcomes, to enable this Fusion21 has a dedicated Social Value Project Manager to undertake this piece of work. This will be undertaken in conjunction with the contractor's Site Manager and works package contractors (supply chain).

We will monitor and report on:

- Direct achievements against the baseline target weeks of 74

Supplementary/Additional weeks

- Jobs protected;
- Wider social value support to the local community;
- Health and wellbeing
- Local economy and enterprise

These two areas combined will show the overall baseline weeks achieved through this strategy and supplementary weeks achieved as additionality.

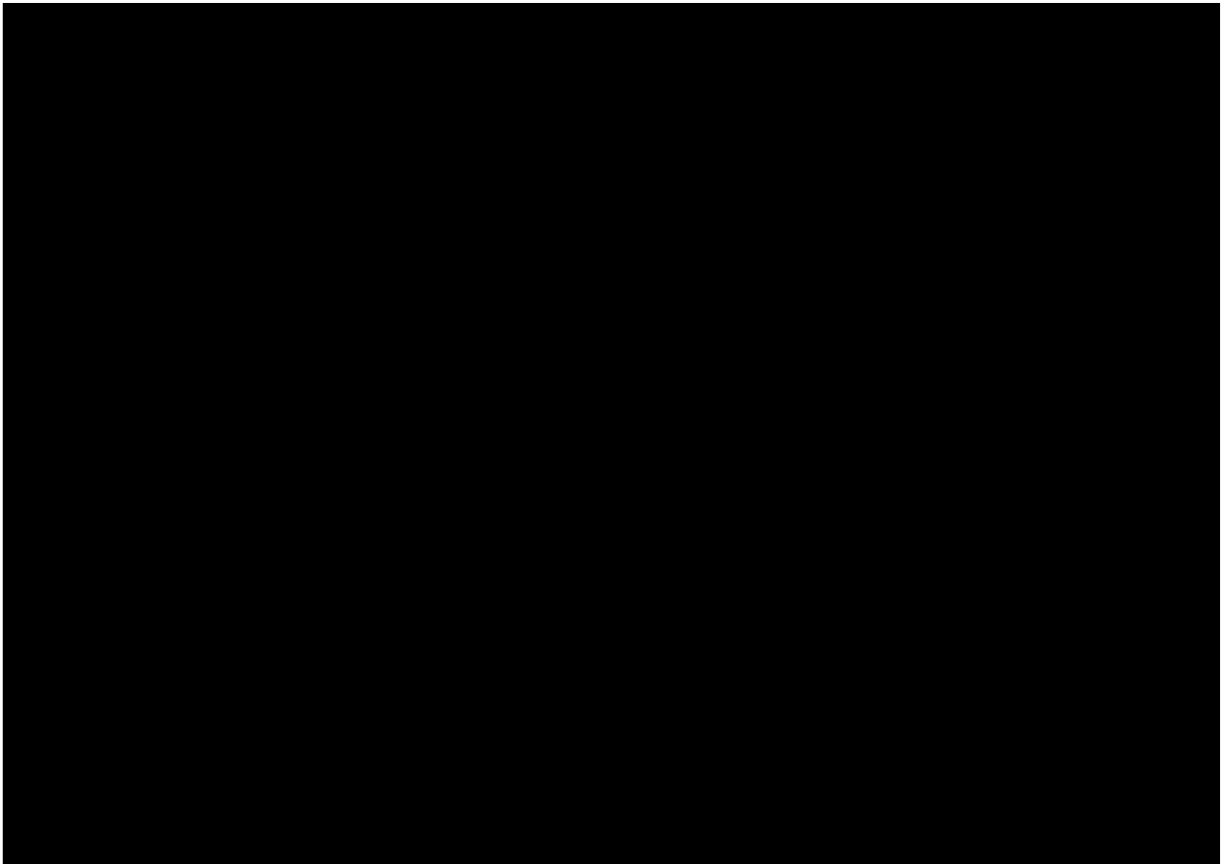
We will provide monitoring on a agreed basis detailing individuals, postcodes, start date, completion date, status (employed, trainee, placement) educational activities. A final report will be submitted collating monthly reports.

A method has been implemented that will enable access to site information to record the start date, and duration of all individuals involved in activities that can be counted towards the outcomes, this will also include those individuals within the Planning Authorities agreed area who we would class as maintaining employment as a result of the intervention by Planning requirements.

EXECUTION

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

Authorised Signatory:



Signed as a deed by [JONATHAN BLACK]
as attorney for
ALBERT GUBAY TRUSTEE LIMITED
as trustee of
The Albert Gubay Charitable Foundation
under a power of attorney dated 23 November
2022 in the presence of:

Witness

Signature

Name: SAMANTHA BRAMWELL

Address:

3 DENMARK STREET
ALTRINCHAM
WA14 2SS

Executed as a deed by
**DERWENT DEVELOPMENT MANAGEMENT
LIMITED**
two directors or by a director and its secretary:

EXECUTION

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



SEAL NO 31168
AUTHORITY:- 22/00662/
FLIL

Authorised Signatory: [REDACTED]

PRINT NAME:- KATHRYN DAVIES
POSITION:- SNR SOLICITOR

Signed as a deed by []
as attorney for
ALBERT GUBAY TRUSTEE LIMITED
as trustee of
The Albert Gubay Charitable Foundation
under a power of attorney dated 23 November
2022 in the presence of:

.....
Attorney for Albert Gubay Trustee
Limited

Witness

Signature:

Name:

Address:

.....
.....
.....