

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

Planning Act 1990

relating to land at Eccleston House, Aspinall Street, Prescott

Dated 19 December 2022

- (1) Knowsley Metropolitan Borough Council
- (2) Remstone Limited

Planning Application Number: 21/00597/FUL

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EXECUTION OF DEED

DATE

19 December

2022

PARTIES

- (1) KNOWSLEY METROPOLITAN BOROUGH COUNCIL of Municipal Buildings
Archway Road Huyton Knowsley Merseyside L36 9YU ("Council")
- (2) REMSTONE LTD (Company Registration number 03839128) whose registered
address is Office 6, Rathbone Building, Liverpool Innovation, 360 Edge Lane,
Liverpool, Merseyside, L7 9NN ("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.
- 3 The Application has been submitted to the Council by the Owner and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 4 The Council resolved on 9 June 2022 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 Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990.
"Application"	the application for full planning permission submitted to the Council for the Development and allocated reference number 21/00597/FUL.
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work,

	archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Committed"	any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies.
"Development"	the development of the Site for the erection of a three-storey apartment block comprising of 18 No. Dwellings together with the construction of a new vehicular access to Aspinall Street, car parking, landscaping and other associated works as set out in the Application.
"Dwelling"	any dwelling to be constructed pursuant to the Planning Permission.
"Homes England"	means Homes England or any body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating provision of Affordable Housing or if such body ceases to exist or is superseded the equivalent or successor body.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics.
"Indexation Date"	means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed
"Index Linked"	means adjusted by an amount equivalent to the increase in the Index from and including the Indexation Date to and including the date the last, firm figure for the Index is published for the month immediately prior to payment of

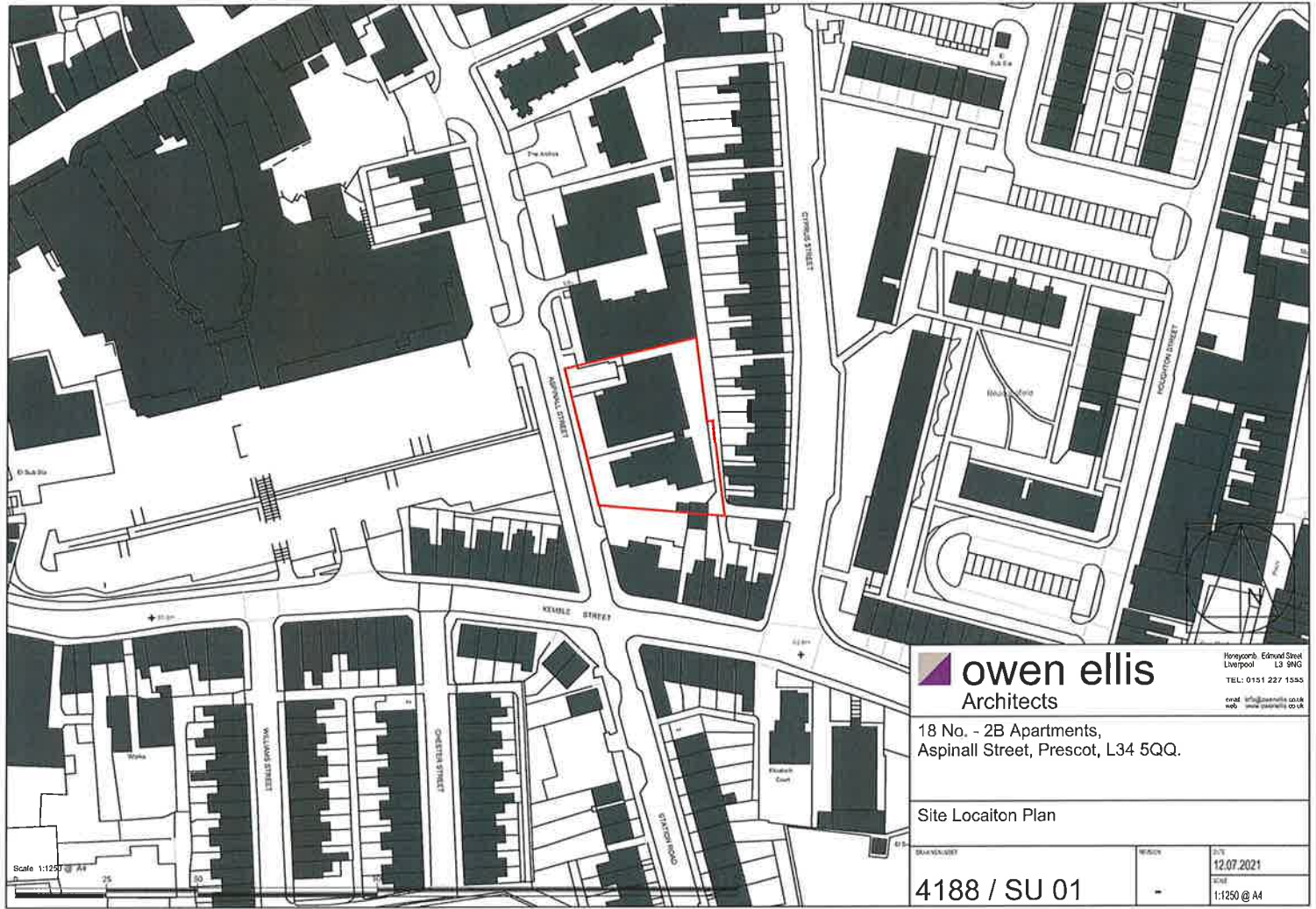
	the relevant contribution to the Council and "Indexation" shall be construed accordingly.
"Interest"	interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time.
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction, fitting out or decoration or temporary occupation for marketing or display or in relation to security operations.
"Plan"	the plan attached to this Deed.
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Fourth Schedule.
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan and described in the First Schedule.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.



	owen ellis Architects	Honeycomb, Edmund Street Liverpool L3 9NG TEL: 0151 227 1555 email: info@owenellis.co.uk web: www.owenellis.co.uk
	18 No. - 2B Apartments, Aspinall Street, Prescott, L34 5QQ.	
Site Location Plan		
4188 / SU 01	-	DATE 12.07.2021 SCALE 1:1250 @ A4

15.

[Handwritten signature]

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

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission

save for the provisions of this clause 4, clause 5.2 and clauses 1 – 3 and 7 – 15 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the Second Schedule.
- 5.2 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

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

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed:
- 7.1.1 the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and
- 7.1.2 the sum of £260.00 in respect of the Council's initial fee for registering the obligations contained within this Deed.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the 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.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against:
- 7.9.1 owner-occupiers and (save for paragraph 4 of Part 2 of the Second Schedule of this Deed) tenants of the Dwellings constructed pursuant to the Planning Permission nor their mortgagees or successors in title; or
- 7.9.2 any statutory undertaker(s) in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations or against statutory authorities or anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant nor against all those deriving title from the aforesaid.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.12 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party as detailed in this agreement or such other address notified in writing to the other party from time to time.
- 7.13 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the 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 Act will be required to secure relevant planning obligations relating to the new planning permission.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests 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.

10 INDEXATION

Any sum referred to in Second Schedule shall be Index Linked and where 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.

11 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.

12 VAT

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

13 DISPUTE PROVISIONS

13.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the

dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

13.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

14 JURISDICTION

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

15 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

- Jobcentre, Aspinall Street, Prescott, L34 5QT registered under title number MS508222
- Employment Exchange, Aspinall Street, Prescott registered under title number P171794

Description of the Site

Land at Eccleston House, Aspinall Street, Prescott shown edged red on the Plan

SECOND SCHEDULE

The Owner's Covenants with the Council

Part 1

OFF SITE PUBLIC OPEN SPACE

Interpretation

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

"Amenity Green Space Contribution" shall mean the sum of £1,915.92 (one thousand nine hundred and fifteen pounds and ninety two pence) payable to the Council as a contribution towards maintenance and / or provision of Amenity Greenspace in the vicinity of Prescott.

"Children and Young People Contribution" shall mean the sum of £1,651.32 (one thousand six hundred and fifty one pounds and thirty two pence) payable to the Council as a contribution towards supporting the Eaton Street Park Play Improvement Project .

"Outdoor Sports Contribution" shall mean the sum of £9,656.82 (nine thousand six hundred and fifty six pounds and eighty two pence) payable to the Council as a contribution towards Two Butt Playing Fields to support playing pitch restoration and general infrastructure on the site.

"Parks and Gardens Contribution" shall mean the sum of £12,262.86 (twelve thousand two hundred and sixty two pounds and eighty six pence) payable to the Council as a contribution towards supporting the Eaton Street Park Improvement Project to deliver against the agreed masterplan for the site (e.g., public realm improvements to create the central community event space).

"Public Open Space Off Site Contribution" shall mean the sum of £25,486.92 (twenty five thousand four hundred and eighty six pounds and ninety two pence) comprising the Amenity Green Space Contribution, Children and Young People Contribution, Outdoor Sports Contribution and Parks and Gardens Contribution.

Covenant

2. The Owner covenants with the Council as follows –

- 2.1 To pay the Public Open Space Off Site Contribution prior to first Occupation of a Dwelling on the Development; and
- 2.2 Not to occupy or permit Occupation of any of the Dwellings on the Development until the Public Open Space Off Site Contribution has been paid to the Council pursuant to paragraph 2.1 above.

PART 2

AFFORDABLE HOUSING

In this schedule the following shall have the following meanings:

"Affordable Housing" means affordable housing as described and defined in annex 2 of the NPPF

"Affordable Housing for Rent" means Affordable Housing provided by a Registered Provider let at an Affordable Rent 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 Housing Dwellings" means all the Dwellings (18 apartments) erected pursuant to the Planning Permission to be provided as Affordable Housing for Rent and "Affordable Housing Dwelling" shall be construed accordingly

"Affordable Housing Scheme" means the Affordable Housing scheme attached at Annex 1

"Affordable Rent" means the rent charged for an Affordable Rented Unit which is up to 80% (eighty percent) of local market rent including Service Charge and having regard to the Local Housing Allowance for the Broad Rental Market area as set out in the Government's "Policy Statement on rents for social housing"

"Chargee" means a mortgagee or chargee (or any receiver (including an administrative receiver) 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 or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the [affordable dwellings] or any persons or bodies deriving title through such mortgagee or chargee or Receiver

"Local Housing Allowance" means the maximum amount of rent that can be used when calculating entitlement to housing benefit, depending on the number of people in a household and in the case of this Deed based on the location of the Dwelling and for the avoidance of doubt it is acknowledged that the Local Housing Allowance is updated annually.

"Nominations Agreement" means an agreement between the Council and a Registered Provider in relation to the allocation of the Affordable Housing Dwellings.

"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.

"Occupation" means the same as in clause 1 of this Deed.

“Receipts” means the aggregate receivable in each 12 month period in respect of the net premium payable by any person exercising any statutory right to buy / right to acquire an interest in a Recycled Dwelling after the deduction of (i) all reasonable costs and expenses of incurred by the Registered Provider in relation to the relevant Recycled Dwelling (including its administrative valuation and legal costs and fees in respect of the relevant Recycled Dwelling and (ii) the amounts repayable to central government or any Registered Provider by any person that has exercised a right to buy an interest at a preferential rate.

“Recycled Dwellings” means the final two Dwellings constructed as part of the Development pursuant to the Planning Permission and “Recycled Dwelling” shall mean any one of the Recycled Dwellings.

“Registered Provider” means a provider of social housing as defined by part 2 of the Housing and Regeneration Act 2008 or other entity providing Affordable Housing under equivalent arrangements which is approved or accredited by the Regulator of Social Housing or similar successor body.

“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.

“Service Charge” means the amount payable by the owner or occupant of any Affordable Housing Dwellings 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.

The Owner covenants with the Council as follows –

AFFORDABLE HOUSING SCHEME

- 1.1 To deliver the Affordable Housing Dwellings as part of the Development in accordance with the Planning Permission and the approved Affordable Housing Scheme

CONSTRUCTION OF AFFORDABLE HOUSING DWELLINGS

- 2.1 To construct lay out and complete the Affordable Housing Dwellings in accordance with the Planning Permission and the provisions of this Part 2 of the Second Schedule
- 2.1 to construct or to procure the construction and completion of the Affordable Housing Dwellings together with all necessary services connections and infrastructure ready for Occupation.
- 2.2 Construction of the Affordable Housing Dwellings shall be as follows –
 - 2.2.1 constructed in accordance with the standards specified by the Regulator of Social Housing or equivalent successor body in the latest version of its Design and Quality Standards at the time of construction; and
 - 2.2.2 completion of such Affordable Housing Dwellings shall be deemed to be either when the NHBC Buildmark Certificate Choice (or similar equivalent) shall have been issued

in respect of the Affordable Housing Dwellings) or when the local authority building control or approved inspector certifies them all as complete if earlier.

DELIVERY MECHANISM

- 3.1 to ensure that the Affordable Housing Dwellings are let to Occupants for an Affordable Rent in accordance with this Deed and to provide evidence to the Council that the rent set for the Affordable Housing Dwellings are in accordance with the Government's rent policy for Affordable Rent prior to first Occupation and thereafter from time to time (but not more than once in each 12 month period) if reasonably requested by the Council.
- 3.2 unless otherwise agreed in writing by the Council the Affordable Housing Dwellings are only to be used for Affordable Housing for Rent in accordance with the provisions of this part 2 of the Second Schedule.
- 3.3 to ensure full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Housing Dwellings;
- 3.4 to ensure 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 any Affordable Housing Dwelling;
- 3.5 unless otherwise agreed in writing by the Council prior to Occupation of the Development the Owner shall dispose of the freehold interest or grant a long leasehold interest in the Affordable Housing Dwellings to a Registered Provider and not permit the Occupation of any of the Affordable Housing Dwellings until this has been done and in any such disposal the Owner shall include provisions requiring the Affordable Housing Dwellings not to be used or Occupied other than in accordance with the provisions of this Part 2 of the Second Schedule and be subject to the nominations rights in favour of the Council provided for in paragraph 4 and for the avoidance of doubt this paragraph shall not prohibit or prevent the Owner from mortgaging or otherwise charging the Site or part thereof.
- 3.6 to give notice in writing to the Council of a freehold transfer or the grant of a long leasehold interest in the Site.
- 3.7 that if the Development involves the creation or employment of a management company there shall be a management company for all of the common parts which serve all the Dwellings.

OCCUPATION

- 4 Subject to the provisions of paragraph 7:
 - 4.1 from the date of practical completion of the Affordable Housing Dwellings each shall only be used for Affordable Housing; and
 - 4.2 not to allow the Affordable Housing Dwellings to be Occupied otherwise than as Affordable Housing.

4.3 the Affordable Housing Dwellings shall be subject to the following nomination rights:

4.3.1 100% (one hundred percent) of the Affordable Housing Dwellings are to be available for Occupation by nominees of the Council and the timescales and procedures for these nominations shall be determined by the Nominations Agreement:

4.3.1.1 in the form specified by the Council; and

4.3.1.2 by no later than two months prior to first Occupation of the Affordable Housing Dwellings.

4.3.2 nominees of the Council shall Occupy the Affordable Housing Dwellings as soon as reasonably practical following the date of completion of the Affordable Housing Dwellings ("the Initial Lettings")

4.3.3 upon the Owner obtaining vacant possession of the Affordable Housing Dwellings after the Initial Lettings fifty per cent of the subsequent lettings and re-letting of the Affordable Housing Dwellings shall be to nominees of the Council and the timescales and procedures for subsequent nominations shall be determined in the Nominations Agreement

REGISTERED PROVIDER

5 If a Registered Provider at any time while having a legal interest in the Affordable Housing Dwellings was but ceases to be accredited or approved by the Regulator of Social Housing or its equivalent successor body:

5.1 to give notice immediately in writing to the Council of the cessation of accreditation or approval;

5.2 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 Dwellings to another Registered Provider 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

5.3 until such time as the Affordable Housing Dwellings are transferred if required by the Council or until such accreditation or approval is obtained pursuant to paragraph 5.2 not to increase any rents or service charges above the levels prevailing at the time that the Registered Provider ceased to be approved or accredited.

APPLICATION OF RECEIPTS

6.1 In the event that a tenant or other Occupier of a Recycled Dwelling exercises the right to buy or right to acquire including the right to acquire a further equity interest under applicable legislation to use or procure that any Registered Provider shall use or procure the use of the Receipts to fund the provision of further Affordable Housing in

accordance with the provisions of paragraph 6.2.

6.2 In respect of a Recycled Dwelling:

- 6.2.1 to give notice to the Council as soon as reasonably possible following any disposal of a leasehold or freehold interest in a Recycled Dwelling and to thereafter calculate the Receipts and thereafter notify the same in writing to the Council;
- 6.2.2 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 PROVIDED THAT in the event that this requirement conflicts with the future local investment priorities of Homes England the latter shall take priority and the Receipts shall be used in a manner which is consistent with these priorities; and
- 6.2.3 the Receipts shall be held in a separate designated account by the Registered Provider 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 6.2.2 as the Council may require to satisfy itself that monies are being used for the provision of Affordable Housing

EXCLUSIONS

7.1 The provisions in this Part 2 of the Second Schedule of this Deed shall not be binding on:

7.1.1 A Chargee who has prior to seeking to dispose of the Affordable Housing Dwellings pursuant to any default under the terms of its mortgage or charge PROVIDED THAT

- (i) the Chargee has given written notice to the Council of its intention to dispose of any or all of the Affordable Housing Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of any or all of the Affordable Housing Dwellings to a Registered Provider 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 three month period, the Chargee shall be entitled to dispose of the relevant Affordable Housing Dwellings free from the provisions in this Part 2 of the Second Schedule of this Deed which provisions shall determine absolutely in relation to the relevant Affordable Housing Dwellings

And provided further that at all times the rights and obligations in this paragraph 7.1.1 shall not require the Chargee to act contrary to its duties under the charge or mortgage or other relevant security documentation

- 7.2 a tenant who has exercised a right to acquire pursuant to the Housing and Regeneration Act 2008 1 or any statutory provision for the time being in force (or any equivalent contractual right) and any mortgagee or chargee of a particular Affordable Housing Dwelling or any persons deriving title from any of them; or
- 7.3 a tenant who has exercised any statutory right to buy preserved right to buy or voluntary right to buy (or any equivalent contractual right) and any mortgagee or chargee of a particular Affordable Housing Dwelling or any persons deriving title from any of them.

PART 3

MONITORING FEE

The Owners covenant with the Council as follows:

"Monitoring Fee" means the sum of £1,040.00 (one thousand and forty pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

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

THIRD SCHEDULE

Council's Covenants

Use and repayment of financial contributions

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

FOURTH SCHEDULE
The Draft Planning Permission



Knowsley Council

REGENERATION AND ECONOMIC DEVELOPMENT

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION

Application No: 21/00597/FUL

Name and address of applicant

Remstone Limited
Office 6, Rathbone Building
Liverpool Innovation Park
360 Edge Lane
Liverpool
L7 9NN

Name and address of agent

Owen Ellis Architects
Honeycomb
Edmund Street
Liverpool
L3 9NG

Date of Receipt: 20 July 2021

Date Valid: 4 October 2021

Address/Location Of Development:

Eccleston House
Aspinall Street
Prescot
Knowsley
L34 5QQ

Description of Development:

ERECTION OF A THREE STOREY APARTMENT BLOCK COMPRISING OF 18 NO. DWELLINGS TOGETHER WITH THE CONSTRUCTION OF NEW VEHICULAR ACCESS TO ASPINALL STREET, CAR 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 granted full planning permission 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 commencement of development,

a) A Phase I site investigation shall be submitted to and agreed in writing by the Local Planning Authority to establish whether there are any concerns of contamination from the current or previous use of the site or adjacent sites. This report shall include the results of a desk study, site walkover, and human health and environmental risk assessment.

b) If identified as necessary by the desk study a Phase 2 site investigation and remediation proposals shall be submitted to the Local Planning Authority for approval prior to works commencing.

c) In any event the applicant/developer is requested to contact the Council's Environmental Protection Unit (Tel: 0151 443 4712) as soon as is practicable should previously unsuspected contamination be encountered during the development of the site.

d) A site completion report shall be submitted for written approval prior to occupation confirming that encountered site conditions were as expected and detailing any necessary remedial actions.

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 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016 and Saved Policy ENV5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

4. Notwithstanding the submitted plans, no part of the development hereby permitted shall be commenced until further details of the existing and proposed ground levels have been submitted to and agreed in writing by the Local Planning Authority.

The submitted detail shall include illustrative drawings to show:

a) The proposals in relation to adjoining land and buildings showing cross sections through the proposed building to neighbouring land and buildings.

b) Sections should show the existing site context as well as the proposed site context as a cross section.

c) Levels of the vehicle manoeuvring and car parking areas together with details of all accesses

The development shall be implemented only in accordance with the agreed details.

Reason: In the interests of visual amenity, highway and pedestrian safety and the amenity of all users of the site to comply with the National Planning Policy Framework (2021), Policies CS2, CS7 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016 and Saved Policy T10 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

5. 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 any demolition and 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.
 - d) Details of methods for pest control to be taken during the construction.
 - 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.
 - k) Hours of construction 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) There shall be no burning of materials on-site during construction work without the prior written approval of the Local Planning Authority.

n) 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.

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 and in the interest of highway safety, to comply with the National Planning Policy Framework (2021), Policies CS2, CS8 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016 and Saved Policies H5, H7, ENV2 and ENV3 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

6. No part of the development hereby permitted shall commence until a scheme for the protection of the dwellings from noise from the commercial buildings with deliveries and car park usage surrounding the development, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be based on the findings of an approved noise survey. All works which form part of the scheme shall be completed before any of the relevant apartments are occupied and always retained thereafter.

The scheme shall ensure that noise exposure within the proposed dwellings does not exceed the relevant standards. Where windows are required to be kept closed to meet the indoor noise levels then an alternative means of ventilation shall be provided.

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

7. Any external plant equipment 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: In the interests of the residential amenity of existing and future occupiers and to comply with the National Planning Policy Framework (2021), Policies CS2 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016 and Saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

8. 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 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 ensure that the development complies with the National Planning Policy Framework (2021), the National Design Guide (2021), Policies CS2 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and the Ensuring a Choice of Travel SPD, adopted September 2010.

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

a) Hard Landscaping

A full specification of materials including samples (where appropriate) to be used for the construction of hard surfacing.

Such details shall include the type, colour and texture of the materials.

The approved hard landscaping shall be implemented in its approved form prior to the first occupation of any of the dwellings hereby approved and retained as such thereafter.

b) Soft Landscaping

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. Consolidated re-layout of an area of amenity space and re-siting of cycle store;
- ii. Land-levels and gradients resulting in the formation of any banks, terraces or other earthworks;
- 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 a minimum replacement for the London Plane Tree to be lost due to development with replacement tree planting on a 2:1 ratio at 12-14 cm girth or 1:1 at 20 - 25cm 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.

The approved landscaping shall be wholly implemented in its finally approved form within the first available planting season following the substantial completion of development or a timetable to be agreed. 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.

c) Boundary Treatments

Precise scheme details of all boundary treatments (including existing to be retained any retaining walls/structures), fences, gates or other means of enclosure to be erected/retained within the development.

No occupation of the development shall take place until all walls and fences indicated in the agreed scheme have been erected. Thereafter the hereby approved boundary treatment(s) shall be permanently retained and maintained.

Reason: In the interests of visual amenity and to comply with the National Planning Policy Framework (2021), National Design Guide (2021), Policies CS2, CS19 and CS21 of the Knowsley Local Plan Core: Strategy, adopted January 2016 and Saved Policies DQ2 and DQ4 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

10. Prior to first occupation of the development a landscape management plan, including management responsibilities and maintenance schedules for all landscape areas shall be submitted to and approved in writing by the Local Planning Authority.

The landscape management plan shall be implemented as approved before the development is occupied, or in accordance with a timetable agreed in writing with the Local Planning Authority.

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 the National Planning Policy Framework (2021) and Policies CS2, CS8 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016.

11. Prior to the first occupation of any of the dwellings hereby permitted, a plan demonstrating the maximum achievable visibility splays with a setback of 2.4 metres shall be submitted to and agreed in writing by the Local Planning Authority.

The agreed splay shall be maintained clear of obstructions to visibility above the height of 0.6 metres measured from the footway/verge level. and maintained clear of any obstruction at all times.

Reason: In the interests of highway safety and to comply with the National Planning Policy Framework (2021) and Policies CS2, CS7 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016.

12. No above ground works shall take place until a scheme to permanently close off the existing northern vehicular and/or pedestrian access onto Aspinall Street has been submitted to and agreed in writing by the Local Planning Authority.

The scheme shall be implemented as agreed before any of the apartments hereby permitted have first been occupied.

Reason: To limit the number of access points to, and maintain proper construction of the highway, in the interests of highway safety and to comply with the National Planning Policy Framework (2021), Policies CS2, CS7 and CS19 of the Local Plan: Core Strategy, adopted January 2016.

13. The areas set aside for parking, servicing, vehicular manoeuvring (including provision for pedestrians) indicated on the approved layout plan shall have been surfaced, drained and permanently marked out or demarcated in accordance with details that have previously 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 and the areas made available prior to the first occupation of any of the dwellings hereby approved. The 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 drainage and to comply with Policies CS2, CS7, CS19 and CS24 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policies H7 and T7 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and the Ensuring a Choice of Travel SPD, adopted September 2010.

14. Prior to any above ground works, details of Electric Vehicle Charging Points readily accessible from a dedicated parking space, shall be submitted to and approved in writing by the Local Planning Authority.

For the avoidance of doubt the scheme shall ensure that:

- The scheme details shall include how the car parking areas will be managed to ensure that EVCs will be made available to all residents.

- The charge points shall be:

- a) A minimum of 7KW
- b) at least Mode 3 or equivalent
- c) untethered, and
- d) located in order to comply with the Equality Act 2010 and the accessibility requirements set out in the Building Regulations Part M.

- All EV charging points shall be clearly marked as such and their purpose explained to new occupants within travel planning advice.

The works shall be implemented and made available for use in accordance with the approved details prior to first occupation of the development and thereafter retained in accordance with the approved details.

Reason: In the interests of air quality, promoting sustainable travel opportunities and to comply with the National Planning Policy Framework (2021) and Policies CS2, CS7 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016.

15. Notwithstanding the details indicated on the submitted drawings, prior to any of the dwellings hereby permitted being occupied, precise scheme details for cycle and waste storage facilities shall be submitted to and agreed in writing by the Local Planning Authority. The scheme shall include but not be limited the following detail:

a) Cycle Storage / Parking

- i) Revised design of the shelter, siting and layout to limit impact on amenity space;
- ii) For the avoidance of doubt, long stay cycle parking must be covered and offer a means to secure the cycles.

b) Waste Storage Facilities

- i) Elevational details of the enclosure, including materials and colour / finish;
- ii) Details of the type / size of the waste containers;
- iii) Identify containers for residual waste and recycling; and
- iv) Detail of the proposed materials for the ground covering on which the containers would be stored.

The cycle storage/parking and waste storage facilities shall be constructed and implemented in accordance with the approved details before the first occupation of any of the apartments hereby permitted and maintained thereafter that the development is occupied.

Reason: In the interests of ensuring the provision and availability of adequate cycle storage for future occupiers; promoting sustainable travel opportunities and air quality; facilitation of waste storage and collection; and visual amenity and to comply with the National Planning Policy Framework (2021), Policies CS2, CS7 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy H7 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and Policy WM 9 of the Joint Waste Local Plan 2013.

16. Prior to the occupation of any apartment, a Residential Travel Plan shall 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, the following:

- Production and distribution of an information pack for residents detailing travel options and information on all modes of transport.
- Information on existing transport policies, services and facilities, travel behaviour and attitudes.
- Access for all modes of transport.
- Resource allocation including Travel Plan Co-ordinator and budget.
- Marketing and communication strategy.
- Appropriate measures and actions to reduce car dependence and encourage sustainable travel.
- An action plan including timetable for implementation of each of the above.
- Mechanisms for monitoring, reviewing and implementing the Travel Plan.

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

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 modes of transport other than the private car and to ensure that the development is sustainable, having regard to the National Planning Policy Framework (2021), Policies CS2, CS7 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016, Saved Policy T9 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and the Ensuring a Choice of Travel SPD (2010).

17. Notwithstanding the submitted drainage details, no part of the development hereby permitted shall be commenced until a detailed SUDS based 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 to and approved in writing by the Local Planning Authority. 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 the approved phasing details.

Reason: To ensure a satisfactory drainage system is provided to serve the site in accordance with the National Planning Policy Framework (2021), House of Commons Written Statement 161 for Sustainable Drainage Systems, Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) and Policies CS2, CS19 and CS24 of the Knowsley Local Plan: Core Strategy, adopted January 2016.

18. Prior to the first occupation of the development hereby permitted, a Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development shall be submitted to and approved in writing by the Local Planning Authority. This shall include:

- (a) the arrangements for adoption (if needed) by an appropriate public body or statutory undertaker or details of provision for management and maintenance by a resident's management company,
- (b) a schedule for on-going inspections relating to performance and condition,
- (c) details for planned maintenance and a mechanism for remedial and urgent repair works,
- (d) means of access for inspection and maintenance purposes, and

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 and CS24 of the Knowsley Local Plan: Core Strategy, adopted January 2016.

19. 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.

20. Foul and surface water shall be drained on separate systems.

Reason: To secure proper drainage and to manage the risk of flooding and pollution in accordance with the National Planning Policy Framework (2021), Policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy, adopted January 2016.

21. Prior to first occupation of any of the apartments hereby permitted, precise scheme details of a lighting scheme for the communal areas outside of the building, including the parking area and shared routes shall have first been submitted to and approved in writing by the Local Planning Authority.

For the avoidance of doubt, the details shall include, but not be limited to:

- A site layout indicating positions;
- A detailed description and precise details of the type of lighting;
- Details of isolux and luminosity details which shall be designed so that the lighting does not result in excessive light spill onto the highway or adjacent sites.

The scheme shall subsequently be implemented retained thereafter only in accordance with the approved details.

Reason: To ensure the development is safe and convenient for future users and in order to minimise the effect of lighting on the surrounding highway network and neighbouring sites and to comply with the National Planning Policy Framework (2021), Policies CS2, CS7 and CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016 and Saved Policies T7, T10, DQ2 and ENV3 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

22. None of the apartments hereby approved shall be occupied until full details of fibre broadband connections to the proposed dwellings within the development have been submitted to and approved in writing by the Local Planning Authority. The infrastructure shall be installed prior to first occupation and made available for use immediately on occupation 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) and Policy CS2 of the Knowsley Local Plan: Core Strategy, adopted January 2016.

23. Prior to any of the apartments hereby permitted first being occupied a security scheme that demonstrates how the building and site will be secured shall be submitted to and agreed in writing by the Local Planning Authority.

The scheme shall include, but not be limited to:

- a) Details of a secure entry system to be provided to all entrances into the building;
- b) Details of how the cycle parking will be made secure; and
- c) A Car Parking Management Plan which illustrates how restrictions will be put in place to prevent illicit use of the car park by vehicles that are not associated with the dwellings.

The agreed details shall be installed and / or fully operational prior to the first occupation of the development and retained thereafter.

Reason: To ensure a satisfactory standard of development in the interest of security and prevention of crime and to comply with the National Planning Policy Framework (2021), Policy CS2 of the Knowsley Local Plan: Core Strategy, adopted January 2016 and Saved Policy DQ2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

24. Before the first occupation of the building hereby permitted the windows on the northern elevation shall be fitted with obscure glazing and shall be permanently retained in that condition thereafter.

Reason: To safeguard the privacy of future occupiers and to prevent overlooking into the adjacent place of work and to comply with Policy CS19 of the Knowsley Local Plan: Core Strategy, adopted January 2016 and Saved Policy H5 and H7 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
17/05/2022	4188/SK 03	REV G	PROPOSED FIRST FLOOR PLAN
17/05/2022	4188/SK 05	REV D	PROPOSED ROOF PLAN
17/05/2022	4188/SK 11	REV E	PROPOSED SECTIONS (3 OF 3)
17/05/2022	4188/SK 09	REV E	PROPOSED SECTIONS (1 OF 3)
17/05/2022	4188/SK 07	REV D	PROPOSED ELEVATIONS (2 OF 3)
17/05/2022	4188/SK 02	REV G	PROPOSED GROUND FLOOR PLAN
09/09/2021	-	-	SUPPORTING STATEMENT (TORUS)
17/05/2022	4188/SK 04	REV F	PROPOSED SECOND FLOOR PLAN
09/09/2021	4188/SU 01	-	SITE LOCATION PLAN

17/05/2022	4188/SK 10	REV E	PROPOSED SECTIONS (2 OF 3)
17/05/2022	4188/SK 08	REV E	PROPOSED ELEVATIONS (3 OF 3)
17/05/2022	4188/SK 06	REV E	PROPOSED ELEVATIONS (1 OF 3)
17/05/2022	4188/SK 01	REV H	PROPOSED SITE PLAN
17/05/2022	4188/SK 14	-	PROPOSED WINDOW REVEAL DETAIL
03/02/2022	4188/SU 07	-	EXISTING TOPOGRAPHICAL SURVEY
31/01/2022	-	-	DAYTIME BAT SURVEY - RACHEL HACKING ECOLOGY (JANUARY 2022)

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: -

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 (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 comments of Merseyside Fire and Rescue Service in their letter dated 23 November 2021 (as attached).
- 2 The comments of United Utilities in their letter dated 3 November 2021 (as attached).
- 3 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

- 4 *Highway Pre-development Inspection*

Prior to the commencement of the development, a joint inspection between the applicant and the Council as Local Highway Authority of the condition of the existing footways/carriageways in the vicinity of the site must be carried out. The applicant is advised to contact the site development team, email: SiteDevelopment@knowsley.gov.uk to discuss the matter further.

Mud on the highway:

The applicant is reminded that it is an offence to allow material carried from the site to be deposited on or cause damage to the public highway as a result of dirty wheels or badly loaded vehicles. Should this occur, the Council as Local Highway Authority will seek to recover any expenses incurred in clearing, cleaning or repairing highway surfaces and will prosecute offenders under Sections 131, 148 and 149 of the Highways Act 1980.

S171:

It is an offence to carry out any works within the public highway without the permission of the Highway Authority. The grant of planning permission does not negate the need for the submission and approval of highway engineering details for inclusion in an agreement under

S171 of the Highways Act 1980. The applicant is advised to contact the site development team, email: SiteDevelopment@knowsley.gov.uk to discuss the matter further.

S278:

It is an offence to carry out any works within the public highway without the permission of the Highway Authority. The grant of planning permission will require the developer to enter into an agreement under S278 of the Highways Act 1980 with the Council. The applicant is advised to contact 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-andcharges>

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 17 of this permission:

The proposed surface water and drainage strategy, detailed design drawings, calculations and supporting information shall be expected to consider the following elements:

i. Final destination of surface water runoff should be determined based on site characteristics and 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 drainage scheme details.

ii. A SuDS aims to minimise the impacts from a proposed development on water quantity and 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. Should any of the existing sewer systems on site is supposed to be used in post development situation as part of the new proposed drainage system, the existing sewer system/connection point should be surveyed to make sure the suitability of the system for use.

iv. 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 will be required.

v. An assessment of groundwater level and ground conditions should be provided.

vi. Climate change impact should be considered as 40% (not 30%).

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

viii. 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.

ix. A drawing showing the proposed impermeable and permeable areas, suitably annotated.

x. Calculations and any supporting survey and investigations to justify and demonstrate the existing and proposed discharge rate.

xi. 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.

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

xiii. 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.

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

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

6 *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 landowners/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.

Executive Director - Regeneration and Economic Development

Date:

IMPORTANT NOTES FOR YOUR ATTENTION:

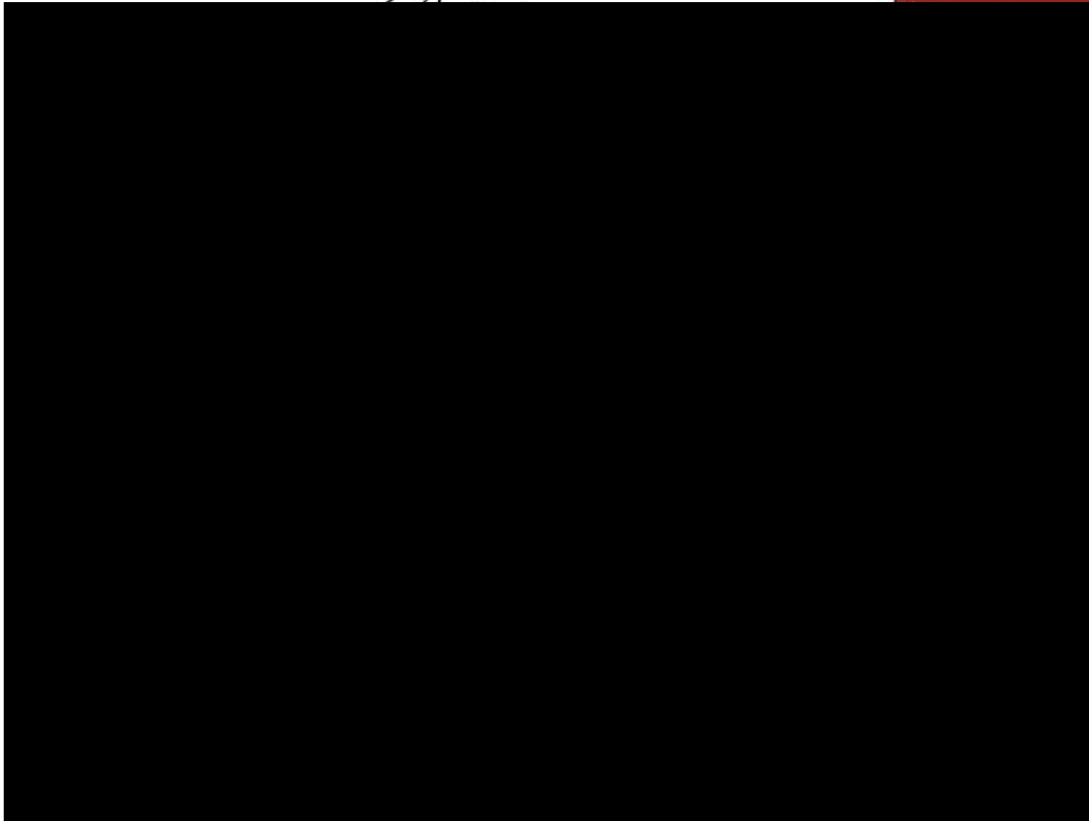
1. This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, bylaw, order or regulation.
2. This permission refers only to those plans submitted as part of the Planning Application a copy of which is retained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

Appeals to the Secretary of State

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

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

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ANNEX 1



SUPPORTING STATEMENT – SCHEME FOR THE PROVISION OF AFFORDABLE HOUSING

LAND AT ASPINALL STREET, PRESCOT, KNOWSLEY

Background

This Statement is submitted in support of the recently submitted planning application for a proposed development of 18 residential apartments on Aspinall Street, comprising 18no. 2-bedroom apartments with associated landscape works and parking (the Proposed Development).

The application is made by **Remstone Ltd**, however a contractual arrangement will exist between **Remstone Ltd** and Torus62 Developments Limited ('Torus'), part of the Torus Group, and the current owner of the site, by which Torus would acquire freehold possession of the site should Knowsley Council (as Local Planning Authority) be minded to grant planning permission for the Proposed Development.

The application submitted seeks consent for affordable housing (100%).

The purpose of this statement is to confirm the numbers, type and tenure of the affordable housing comprised in the development. In addition, details are provided in relation to the timing of completion of the development and occupancy criteria.

The statement seeks to confirm compliance of the Proposed Development with the provisions of Knowsley Core Strategy Policies CS1 *Spatial Strategy for Knowsley*, CS3 *Housing Supply, Delivery and Distribution* and CS15 *Delivering Affordable Housing*.

The above policies would normally seek provision of affordable housing at a rate of not less than 10% of completed units for a development of the scale proposed in this location (outside of a designated Sustainable Urban Extension). Policy CS3 requires the types and tenures of housing brought forward to support the re-balancing of the housing market to better meet housing needs and demands arising in

Knowsley. The Policy requires that applications for new residential development must demonstrate how they contribute to this re-balancing. This is considered further below.

Proposed Affordable Housing

Number, Type and Tenure:

All (100%) of the units would fall within the definition of affordable housing, and are proposed for Affordable Rent. The following table provides a summary:

Number of Apartments	Unit Type	Floor	Floor Area (sqm)	No. of Bedrooms	No. of Bed Spaces	Affordable Housing?	Tenure
6 No.	Apartment	GF	62 – 65	12	18	Y	Affordable Rent
6 No.	Apartment	FF	62 – 65	12	18	Y	Affordable Rent
6 No.	Apartment	SF	62 – 65	12	18	Y	Affordable Rent
			Average:	Total: 36	Total: 54		

Affordable Rent as a tenure clearly falls within the definition of affordable housing set out at Annex 2: Glossary of the National Planning Policy Framework (**our emphasis**):

a) Affordable housing **for rent**: meets all of the following conditions: (a) the rent is set in accordance with the Government's rent policy for Social Rent or **Affordable Rent**, or is at least 20% below local market rents (including service charges where applicable); (b) the landlord is a registered provider, except where it is included as part of a Build to Rent scheme (in which case the landlord need not be a registered provider); and (c) it includes provisions to remain at an affordable price for future eligible households, or for the subsidy to be recycled for alternative affordable housing provision. For Build to Rent schemes affordable housing for rent is expected to be the normal form of affordable housing provision (and, in this context, is known as Affordable Private Rent).

In relation to the conditions listed in the definition, it is confirmed that rent levels will be no more than 80% of local market rents, verified through an RICS 'Red Book' valuation. It is anticipated at this point in time that rents levels will be set below Local Housing Allowance level for each of the unit types.

Torus62 Ltd is incorporated under the Co-operative and Community Benefit Societies Act 2014 as a Community Benefit Society (Number 7973) and is registered with the Regulator of Social Housing (RSH) under the Housing Act (registered office at 4 Corporation Street, Helena Central, St Helens, Merseyside WA9 1LD). It is also affiliated to the National Housing Federation. The company is an exempt charity.

As a Registered Provider, Torus is regulated by legislation including the Housing Act 1985, the Housing Act 1988 and the Housing and Regeneration Act 2008. There are requirements in that legislation for all Registered Providers (other than local authorities) to obtain consent from the Regulator (Homes England) in relation to any disposals of social housing assets, including land (see <https://www.gov.uk/guidance/how-registered-providers-get-statutory-consent-from-the-regulator>).

Disposal will only normally be permitted by the regulator if it encourages and supports the supply of social housing.

It should be noted that whilst as a general principal Torus will seek to operate the residential development as affordable housing 'in perpetuity' (subsequent occupation also being for affordable rent). It is requested, however, that any planning condition or agreement should include for two exclusions to any such requirement:

1. A clause clarifying that any such obligation is not binding on a mortgagee or chargee (or any receiver appointed by such mortgagee or chargee) of the whole or any part of the Property - or any successors in title to such mortgagee chargee or receiver if efforts to safeguard the relevant unit as an affordable home by way of transfer are not successful within a period of 3 months from the date of notice from such mortgagee or chargee to the local council.

Without such an exclusion, Torus would face significant difficulties in raising finance against the property, limiting subsequent investments in affordable housing.

2. An exclusion for statutory or contractual rights for tenants to purchase (i.e. Right to Buy and Right to Acquire).

In such circumstance it should be noted that Torus must recycle subsidy for alternative affordable housing provision under the terms of its grant funding agreement with Homes England, in accordance with the above NPPF definition (a(a)).

Timing of Delivery

A condition build contract (JCT 2016 Design and Build Contract) will be agreed between Torus and contractor Remstone Ltd. The contract sets a date for completion of the works of "52 weeks from the Date of Possession of the site". It is anticipated, subject to planning, that such possession, and a meaningful start on site will be achieved in early 2021.

On this basis, it is anticipated that practical completion and handover of the 18 units to Torus will take place late 2021/early 2022.

It should be noted that the Proposed Development has been supported by an allocation of approximately £648,000 of grant funding from Homes England under a Wave 2 Strategic Partnership arrangement with Torus. Under this programme, units granted funding must be delivered before April 2024.

Letting of the units for affordable rent would be undertaken through the choice based lettings system Property Pool Plus, a local lettings policy being considered in consultation with Knowsley Borough Council's Housing Strategy team.

Meeting Identified Needs

Meeting the Government's Housing Priorities

The Conservative Government has placed increased housing delivery and increased affordability central to its housing agenda¹. Torus is seeking to play its part through the expansion of development activities and through a diversification of its development programme. In this case, affordability is being addressed through the offering of 18 affordable rent units within an area where access to suitable good quality housing is an issue for lower income households.

Torus Vision for future Housing Development

A Development Strategy that sets out the direction Torus wishes to take over the next three years. The Strategy identifies Knowsley as a focus area for new development for the next Business Plan period.

The scheme at Aspinall Street meets several of the key objectives of the Development Strategy and of Torus' Corporate Plan, the latter of which sets out a commitment to the delivery of new affordable housing opportunities and to improve the health and life choices for communities.

In summary the proposal is in keeping with Torus' overall strategic direction. The scheme will bring an Affordable Rent product to an area where affordability and access to suitable good quality housing is a significant issue for lower income households, and will contribute to reducing an identified housing shortage.

Knowsley Council Housing Strategy (2016-2021)

One of the key priorities of the Strategy is new build affordable housing, including for affordable rent. The development activity of Registered Providers including New Build programmes is identified as one route to achieve this, along with participation in the Government's Affordable Housing Programme. The priority of urban residential development is also relevant.

On identifying an unbalanced housing market, it states that "More apartments and smaller homes would help match the North West average and meet the needs of households seeking to downsize."

¹ https://assets-global.website-files.com/5da42e2cae7ebd3f8bde353c/5dda924905da587992a064ba_Conservative%202019%20Manifesto.pdf

Knowsley Borough Council Strategic Housing Market Assessment

The latest Housing Needs Assessment undertaken by Arc 4 on behalf of Knowsley Borough Council² in July 2021 identifies significant need for affordable housing across the Borough. A total annual net affordable housing shortfall of 243 units.

The Housing Needs Assessment considers the future size of affordable housing Local Development Documents in order to provide targets on the size of future affordable housing units required. Table C11 of the Assessment, replicated below, summarises the detailed analysis undertaken of social housing stock by bedroom size and the levels of registered need and actual supply from turnover:

Table C11 Comparison between current supply and annual gross need				
Number of bedrooms	Current supply estimate	%	Annual gross need %	Variance %
1-bedroom	2,660	16.9	29.4	-12.5
2-bedroom	4,409	28.0	28.7	-0.7
3-bedroom	7,561	48.0	39.5	8.6
4 or more -bedroom	1,106	7.0	2.4	4.7
Total	15,736	100.0		

Source: 2019 SDR

The Assessment considers the ratio of waiting list demand to supply. This shows that the annual gross need is higher than the current estimated supply of 2 bedroom properties.

The proposed development seeks to provide accommodation which will supply high quality affordable housing to address the requirements identified, by focussing on an offering of 2-bed homes.

It should be noted that grant funding through Homes England (formerly the Homes and Communities Agency (HCA)) generally encourages provision of 2-bed units, recognising the higher demand and greater flexibility of this size of accommodation. The proposed development is reliant on an allocation of grant funding by Homes England, without which the scheme would not be financially viable.

By way of conclusion, there is clear and significant need for housing, and affordable housing in particular across Knowsley, which the proposed development would help to address. The 2-bed properties here and the smaller apartment format proposed responds to the greatest areas of need identified proportionally and to demand identified through housing market assessment and the choice-based letting system Property Pool Plus.

² http://www.knowsley.gov.uk/pdf/EB05_KnowsleyHousingNeedsAssessment.pdf

Conclusion

By way of brief conclusion, the Proposed Development of 18 affordable rent homes would contribute to addressing an identified affordable housing need and demand within Knowsley. It would fit well with national housing strategy, local housing strategy and planning policy, as well as with Torus' own corporate aspirations, which remain anchored by a social purpose and clear social values.

This statement sets out the details of: the type, and tenure of the affordable housing provision being made in the Proposed Development; the timing of completions anticipated, and; lettings criteria for prospective and successive occupiers.

Should Knowsley Borough Council, as Local Planning Authority, be minded to secure the provision of affordable housing in the grant of planning permission, a suitably worded planning condition securing affordable housing in line with this Scheme would be accepted.

Suggested wording:

The development shall be implemented only in complete accordance with the details contained within the submitted '*Supporting Statement – Scheme for the Provision of Affordable Housing*' (received XX/XX/XXXX). For the avoidance of doubt, the development shall comprise 100% affordable housing, meeting the definition of 'affordable housing for rent' set out in Annex 2 of the National Planning Policy Framework.

Reason: To comply with the principles of Core Strategy Policies CS3 *Housing Supply, Delivery and Distribution* and CS15 *Delivering Affordable Housing*.