

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

Planning Act 1990

relating to Land at the former Wheathill Riding School, Naylors Road, Roby, Knowlsey, L27 2YA

Dated

17 November

2021

(1) Knowsley Metropolitan Borough Council

(2) Witherslack Group Limited

(3) Taylor Patterson Trustees Limited and Charles Gerard Mills

DATE

17 November

2021

PARTIES

- (1) KNOWSLEY METROPOLITAN BOROUGH COUNCIL of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("Council")
- (2) WITHERSLACK GROUP LIMITED (Company Registration Number 03579104) whose registered office is at Lupton Tower, Lupton, Carnforth, LA6 2PR ("Owner 1")
- (3) TAYLOR PATTERSON TRUSTEES LIMITED (Co. Regn. No 02035095) of ~~Lanson House, Winckley Gardens, Mount Street, Preston, Lancashire, PR1 8RY~~ and CHARLES GERARD MILLS of 50A Duke Street, Formby, Liverpool L37 4AT as trustees of the Taylor Patterson SIPP Number (TP0175) ("Owner 2")

*1 New walk
Place, Leicester
LE1 6RU*

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 Owner 1 is the developer of the Site and the freehold owner of that part of the Site registered at the Land Registry under title number MS54333.
- 3 Owner 2 are the freehold owners of that part of the Site registered at the Land Registry under title number MS318498.
- 4 By a lease dated 28 April 2020 and made between Owner 2 (1) and Owner 1 (2) the leasehold estate of part of the Site was demised to Owner 1 for a term from and including 28 April 2020 to 27 April 2035.
- 5 Owner 1 has made an application to H M Land Registry to register the lease referred to above which has been allocated title number MS687330 and which at the date of this Deed is in the course of registration.
- 6 Owner 1 has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 7 The Council resolved on 28 September to grant planning permission subject to the prior completion of this Deed.
- 8 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 21/00398/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.
"Contribution"	the financial contribution set out in the Second Schedule paragraph 1 to be paid to the Council.
"Development"	the Development of the Site being demolition of existing buildings and the erection of a new secondary school building, multi use games area (MUGA) and associated car parking as set out in the Application.
"Interest"	interest at 3% (three per cent) above the base lending rate of Barclays Bank PLC from time to time.
"Owners"	Owner 1 and Owner 2.
"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.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners.
- 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 Developer and with the intent of binding the Developer 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 Clauses 7.1, 7.2, 7.3, 7.11, 9, 13, 14 and 15 which shall come into effect immediately upon completion of this Deed.

5 THE OWNERS' COVENANTS

- 5.1 The Owners covenant with the Council as set out in the Second Schedule.
- 5.2 The Owners 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 Owners shall pay to the Council on completion of this Deed
 - 7.1.1. the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and
 - 7.1.2 the sum of £250.00 in respect of the Council's initial fee for registering the obligations contained within this Deed.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 7.10 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 Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owners) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owners agree 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 purchased by reference to a plan.

10 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 part 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.

16 LIMITATION OF LIABILITY

The parties agree that notwithstanding any provision to the contrary in this Deed, the liability of each of Taylor Patterson Trustees Limited (Co. Reg. No. 02035095) and Charles Gerard Mills shall not be personal but shall be limited to the extent of the assets for the time being of the Taylor Patterson SIPP for Charles Gerard Mills (ref TP0175) (the 'Plan') and further neither Taylor Patterson Trustees Limited nor

Charles Gerard Mills shall have any liability after the relevant party ceases to be a trustee / administrator of the Plan

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

Details of the Owners' Title, and description of the Site

Details of the Owners' Title

All that land known as:

Wheathill Farm, Naylor's Road, Liverpool comprising the land within title number MS54333 (freehold) registered at the Land Registry; and

Lakeside, Naylor's Road, Liverpool, L27 2YA comprising the land within title number MS318498 (freehold) and the leasehold estate which is pending registration at HM Land Registry and allocated title number MS687330.

Description of the Site

All that land known as Former Wheathill Riding Centre together with Lakeside, Naylor's Road, Roby, Knowsley, L27 2YA shown edged red on the attached Plan.



THE GRADING OF C&A
This grading is a C&A
distributed under the
protection of the
Freedom of Information Act.

Hazard Identification		Date
net	hazard	
Overall Site Area		
Name	MatrNo	Inspector
Site Boundary	17192.07 m ²	1850531 01 1P

(F) Farm buildings
 (B) Primary School Buildings

Pay	Revision Details	Dates	Cycle	Checked
P4	Red Line Boundary Assessed	AW 07.05.21	P	
P1	Ownership Line Reviewed	AW 19.04.21	P	
P2	Red Line Boundary Assessed	AW 15.04.21	P	
P4	Updated Following Comments	AW 31.03.21	P	

C4 Projects
 Project Management Architecture Building Services Cost Consulting
 Quayle, Wilmshurst Business Park,
 Station Road,
 Walsley,
 LE19 3JG
 T 01930 731 862
 E info@c4projects.co.uk
 W www.c4projects.co.uk

Lakeville School
Livemood

Site Location Plan

0101 Site Location Plan

SUITABLE FOR INFORMATION

AW	20-034	Source As indicated @ A2	01/04/21
CA 125 F			
20034-C4P-AV-ZZ-DR-A-0101			P4

SECOND SCHEDULE

The Owner's Covenants with the Council

PART 1

SOCIAL VALUE

The Owners covenant with the Council as follows –

1. In this Schedule the following words and phrases shall have the meanings:
 - 1.1 "Social Value Contribution" shall mean the sum of £1,333 (one thousand three hundred and thirty three pounds) as a contribution towards supporting the provision of social value delivery relevant to the Development approved under the Application.
 - 1.2 "Social Value Monitoring Fee" shall mean the sum of £889 (eight hundred and eighty nine pounds) as a contribution towards the approval of the Social Value Strategy and monitoring social value delivery relevant to the Development approved under the Application payable in accordance with the 2018 SPD.
2. On the date of this Deed Owner 1 shall pay the Social Value Contribution and the Social Value Monitoring Fee to the Council and shall not Commence the Development until the Social Value Contribution and the Social Value Monitoring Fee has been paid to the Council.

PART 2

MONITORING FEE

The Owners covenant with the Council as follows:

"Monitoring Fee" means the sum of £500 (five hundred pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

1. On the date of this Deed Owner 1 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 the Contribution

- 1 The Council hereby covenant with the Owners to use all sums received from the Owners under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the Council shall agree.
- 2 In the event that the Contribution is not expended or Committed within 15 years of the date of this Deed

then upon receipt by the Council of a written request for repayment from the person who has paid all payments comprising the relevant Contribution the Council shall repay any amounts not expended to the person who paid such sum or its nominee.
- 4 The Council shall provide to the Owners such evidence, as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed.

FOURTH SCHEDULE

The Draft Planning Permission



Knowsl@y Council

**REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT**

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT PLANNING PERMISSION

Application No: 21/00398/FUL

Name and address of applicant

The Witherslack Group
Witherslack Group Ltd
Lupton Tower
Lupton
Cumbria
LA6 2PR

Name and address of agent

Cushman & Wakefield
St Pauls House
23 Park Square South
Leeds
LS12ND

Date of Receipt: 7 May 2021

Date Valid: 8 June 2021

Address/Location Of Development:

**Former Wheathill Riding Centre
Naylors Road
Roby
Knowsley
L27 2YA**

Description of Development:

**DEMOLITION OF EXISTING BUILDINGS AND THE ERECTION OF A NEW
SECONDARY SCHOOL BUILDING, MULTI USE GAMES AREA (MUGA) AND
ASSOCIATED CAR PARKING AND LANDSCAPING**

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

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

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

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

Reason: For the avoidance of doubt.

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

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

4. Prior to the commencement of the development hereby permitted a detailed SUDS based drainage scheme (including a management and maintenance plan) based on the principles of The SUDS Manual (C753) and the criteria as set out within Knowsley Strategic Flood Risk Assessment (SFRA, Levels 2) shall be submitted and approved in writing by the Local Planning Authority in consultation with Liverpool City Council and United Utilities. The development shall be implemented in accordance with the agreed scheme.

Reason: To ensure a satisfactory drainage system is provided to serve the site and prevent increased risk of flooding in accordance with Paragraph 163 of the National Planning Policy Framework and Policies CS2 and CS24 of the Knowsley Local Plan Core Strategy adopted January 2016.

5. Notwithstanding submitted details prior to the commencement of development details of the existing and proposed ground levels shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall include a number of existing and proposed sections across the site, which shall indicate existing and proposed ground levels, together with the floor levels of existing and proposed buildings through which the sections run and shall extend beyond the site boundaries to include any surrounding adjacent properties. The development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure the satisfactory development of 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.

6. Notwithstanding the provisions of Part 7 Class M and Class N of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and re-enacting that order), there shall be no extension or alteration of the school and no buildings erected within the grounds/curtilage, or hard surfacings installed other than those shown on the approved plans without a further planning permission being granted beforehand.

Reason: In the interests of maintaining the characteristics of the development of the site taking account the very special circumstances of the approved scheme within the Green Belt where there is a general presumption against new development as inappropriate and therefore preserving the openness of the Green Belt with regard the remaining site, and to preserve the design context of the building and site within the

semi-rural area in accordance with Policies CS2, CS5 and CS19 of the Knowsley Local Plan Core Strategy adopted in January 2016.

7. Prior to the commencement of any above ground works of the development hereby permitted a scheme for the provision of electric vehicle charging points (ECVP) for the parking areas shall be submitted to and agreed in writing by the Local Planning Authority. The scheme shall include details of the number of EVCP and a site plan showing where the EVCP are located. The agreed EVCP scheme shall be implemented prior to the car park areas coming into first use and shall be permanently retained thereafter.

All EVCP shall be clearly marked as such and their purpose explained to employees of the new and existing school prior to the new parking areas coming into first use.

Reason: In the interests of air quality, promoting sustainable travel opportunities and to comply with NPPF Paragraph 110 and Policies CS2, CS7 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016.

8. Notwithstanding details shown on the approved drawings, prior to any above ground works of the development hereby permitted full details of both hard and soft landscaping works shall be submitted to and approved in writing by the Local Planning Authority.

The submitted scheme shall include a proposed timetable of implementation.

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 Policies CS2, CS5 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016.

9. Notwithstanding any submitted details the development hereby permitted shall not be commenced until an Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with these approved details.

All works identified in the Method Statement shall be in accordance with British Standard documents No's 3998:2010 and 5837:2012.

No part of the development including demolition, or works to trees, shall be carried out except in accordance with the agreed Method Statement.

Reason: To ensure that the proper protection of trees has been carried out in the interests of visual amenity and to comply with Policies CS2, CS19 and CS21 of the Knowsley Local Plan Core Strategy adopted January 2016 and saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

10. No part of the development hereby permitted, including any works of demolition, shall be commenced until a Demolition and Construction Management Plan that details the means of mitigation of construction effects has been submitted and agreed in

writing by the Local Planning Authority. All site works shall then proceed only in accordance with the approved management plan.

Reason: In the interests of highway safety, protecting the amenity of neighbouring occupiers and in the interests of the environment to comply with Policies CS2, CS7, CS8 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.

11. A Car Park Management / Site Access Gate Management Plan shall be implemented prior to the first use of the development hereby permitted in accordance with details previously submitted to and agreed in writing by the Local Planning Authority.

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

12. The development hereby permitted shall not be brought into first use until the areas indicated on the approved Proposed Site Plan referenced Drawing 20034-C4P-V1-00-DR-A-0510 Rev P18 to be set aside for parking, servicing, vehicular manoeuvring (including provision for pedestrians) have been surfaced, drained and permanently marked out or demarcated in accordance with the details and specifications shown and shall be permanently retained as such thereafter.

Reason: To ensure that there is adequate car parking and pedestrian access within the site in the interests of highway safety and to comply with Policies CS2, CS7 and CS19 of the Knowsley Local Plan.

13. Notwithstanding the details submitted no part of the development hereby permitted shall be brought into first use until a scheme for the provision of cycle and motorcycle parking, in accordance with the Council's current standards, has been submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt, long stay cycle parking must be covered and offer a means to secure the cycles. Motorbike storage should provide a means for securing the motorbike.

The approved scheme shall be implemented before any part of the development is brought into use and shall be retained as such thereafter.

Reason: To ensure that adequate provision is made for parking cycles and motorcycles on the site and to comply with Policies CS2, CS7 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016.

14. Prior to any above ground works of the development hereby permitted a scheme for the design and layout of the site access junction shall be submitted to and approved in writing by the Local Planning Authority. The site access junction shall be implemented in accordance with the approved details and shall be available for use prior to first use of the development hereby permitted.

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

15. No part of the development shall be brought into first use until visibility splays of 2.4m x 52m eastbound and 2.4m x 55m westbound, in accordance with the approved drawings, have been provided at the proposed site access to Naylor's Road. The splay shall be provided

clear of obstruction above a height of 0.6m and shall be retained as such at all times thereafter.

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

16. The development shall not be brought into first use until a School Travel Plan has been submitted to and agreed in writing by the Local Planning Authority. For the avoidance of doubt, the School Travel Plan shall include, but not be limited to the following:

- a. Allocation of a Travel Plan Co-ordinator at the school.
- b. Involvement of the Head Teacher, staff, pupils, parents and governors.
- c. Clearly defined targets and objectives for mode share.
- d. Data obtained from staff and pupils.
- e. Appropriate measures to improve and encourage sustainable travel.
- f. An action plan including a timetable for the implementation of each element.
- g. Annual monitoring and review

The approved 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 / in use.

An annual report shall be submitted to the Local Planning Authority 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: In the interests of sustainable travel and to comply with Policies CS2, CS7 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016.

17. Prior to the first use of the development hereby permitted a road signage and marking strategy scheme shall be submitted to and agreed in writing by the Local Planning Authority. The scheme shall include drawings of site signage for the access/egress, no entry, traffic direction etc and the position of the signage, together with details of road, access road and car parking areas markings. The agreed scheme shall be implemented prior to first use of the development hereby permitted.

Reason: In the interests of highway safety and internal traffic flow and to comply with Policies CS2, CS 7 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016.

18. Prior to the first use of the development hereby permitted a scheme for the provision of a dropped crossing and tactile paving adjacent to the gas governor on Naylor's Road shall be submitted to and approved in writing by the Local Planning Authority. The agreed scheme shall be implemented prior to the first use of the development hereby permitted and shall be maintained at all times thereafter.

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

19. Prior to the first use of the development hereby permitted a scheme of lighting for the development shall be submitted to and approved in writing by the Local Planning

Authority. The scheme shall include drawings of the lighting and lighting columns, a site layout indicating positions of the lighting, an isolux drawing, luminosity details and manufactures specifications together with timetable for implementation. The submitted scheme should take into account Bat Conservation Lighting Guidelines, and Secure by Design principles and detail such. The scheme should minimise light spillage to take into consideration the site location within the Green Belt.

Reason: In the interests of security and ecology and to comply with NPPF paragraph 180; Policies CS2, CS8 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016; and saved Policy DQ2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

20. The 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 amenity and to comply with 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.

21. No work for the construction of these developments including demolition and deliveries to and from the site shall take place on the site, except between the hours:

08.00 - 18.00 Monday to Friday;

08.00 - 13.00 on Saturdays; and

no work should be carried out on Sundays or officially recognised public holidays.

Reason: In the interests of amenity and to comply with 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.

22. Prior to the first use of the building the approved extraction equipment will be fully installed and operational. It shall thereafter be retained and operated to the manufacturer's specification.

Reason: In the interests of amenity and to comply with 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.

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

Moreover, it must include (were relevant):

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
 - human health,

- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- adjoining land,
- groundwaters and surface waters,
- ecological systems,
- archaeological sites and ancient monuments.

B. Ground Gas Risk Assessment

No part of the development shall commence until a scheme to deal with the potential risk of Ground Gas at the site has been submitted to and approved in writing by the Local Planning Authority. The Ground Gas Risk Assessment should consider the provision of a pictorial CSM and take into account all credible on-site and off-site gas sources. It is considered that additional intrusive works are likely to be required to inform this Gas Risk Assessment, specifically to reduce data uncertainty and increase data confidence, notably with respect to on-site/off-site sources.

The Gas Risk Assessment should take into account the proposed foundation and floor slab construction of the residential properties in line with current UK guidance. The protection measures to all buildings proposed as part of the residential development should be passive. No active protection measures should be permitted.

C. Submission of Remediation Scheme

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

D. Implementation of Approved Remediation Scheme and Verification Report

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 being brought into use.

Reason: In the interests of safety and the environment and to comply with Policy CS2 of the Knowsley Local Plan Core Strategy and saved Policy ENV5 of the Replacement Unitary Development Plan adopted June 2006.

24. 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.

Reason: In the interests of safety and the environment and to comply with Policy CS2 of the Knowsley Local Plan Core Strategy and saved Policy ENV5 of the Replacement Unitary Development Plan adopted June 2006.

25. Prior to the reuse of site won materials ('waste' and non-waste) a Materials Management Plan (MMP), carried out in line with the CL: AIRE code of practice and signed off by a Qualified Person, shall be submitted to and agreed in writing with the local planning authority, and works shall be undertaken in accordance with the agreed MMP. The MMP shall demonstrate that any reuse of contaminated materials do not result in increased risk to the environment or human health.

Reason: In the interests of safety and the environment and to comply with Policy CS2 of the Knowsley Local Plan Core Strategy adopted January 2016.

26. 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 and the environment and to comply with Policy CS2 of the Knowsley Local Plan Core Strategy.

27. The bat mitigation measures identified and set out in the submitted Ecological Appraisal Report Rev B by FPCR Environment and Design Ltd Implementation shall be implemented in accordance with that report and retained thereafter.

Reason: In the interests of biodiversity and to mitigate bat roost loss and comply with Policies CS2 and CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

28. No development will commence until the Local Planning Authority has been provided with a copy of a licence issued by Natural England pursuant to Regulation 55 of The Conservation of Habitats and Species Regulations 2017 (as amended) authorising the specified development to go ahead or until the Local Planning Authority has been provided with confirmation that the site has been registered under the mitigation class licence to allow low impact work on bat roosts (CL21).

Reason: In the interests of biodiversity and bat roost mitigation measures and to comply with Policies CS2 and CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

29. A tree identified as T23 in the submitted tree reports will be lost to facilitate development. This tree has bat roost potential albeit low and as such it shall be felled using soft felling techniques which includes the limbs and trunk being cut into sections and lowered to the ground carefully by a suitably qualified arboriculturalist and under the supervision of a suitably qualified ecologist. All cut timber should be left in situ for 24 hours to allow any bats to escape.

Reason: To ensure the protection of any roosting bats within the tree and to comply with Policies CS2 and CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

30. Prior to the commencement of development a detailed Reasonable Avoidance Measures Strategy (RAMS) for the protection of amphibians, badgers and hedgehogs has been submitted to and approved in writing by the Local Planning Authority. All site works shall then proceed only in accordance with the approved RAMS at all times during the development of the site.

Reason: In the interests of biodiversity and species protection and to comply with Policies CS2 and CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

31. No tree felling, scrub clearance, hedgerow removal, vegetation management, ground clearance or building work 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 buildings, trees, 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.

Reason: In the interests of biodiversity and breeding bird safety and to comply with the Wildlife and Countryside Act 1981 (as amended) and Policies CS2 and CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

32. Prior to the first use of the development hereby permitted a scheme for the provision of bird boxes within the site shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include numbers and types of bird boxes, where they will be sited and the height they will be set at. The agreed bird boxes will be installed prior to the first use of the development hereby permitted and retained at all times thereafter, and replaced as necessary.

Reason: In the interests of biodiversity and habitat mitigation and to comply with Policies CS2 and CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

33. No development shall take place (including any demolition, ground works, site clearance) until a method statement for swallows has been submitted to and approved in writing by the Local Planning Authority. The content of the method statement shall include:

- Avoidance measures to avoid harm to building dependant birds;
- Extent and location of proposed building dependant bird nesting provision; and
- Timing for implementation of replacement building dependant bird nesting provision.

The method statement shall inform the bird box scheme required pursuant to condition 32 of this planning permission.

Reason: In the interests of biodiversity and species protection and to comply with Policies CS2 and CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

34. Prior to the commencement of development a detailed Barn Owl Mitigation Strategy shall be submitted to and approved in writing by the Local Planning Authority. The Strategy shall include details of the timing of installation and location of temporary and permanent replacement roosting / nesting provision together with detailed design

plans of the temporary and permanent roosting / nesting provision with regard Barn Owls. The agreed permanent roosting / nesting provision shall be retained thereafter, and replaced as necessary.

Reason: In the interests of biodiversity and habitat loss mitigation and to comply with Policies CS2 and CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

35. Prior to the commencement of development a Social Value Strategy for the construction and operational phases of the development hereby permitted and which shall include a timetable of implementation and management shall be submitted to and agreed in writing. The agreed scheme shall be implemented in accordance with the agreed timetable and shall be operated for the agreed lifetime of the scheme.

Reason: In the interests of community social value and to comply with Policies CS2 and CS27 of the Knowsley Local Plan Core Strategy adopted January 2016 and the Adding Social Value to Development: Employment and Skills Supplementary Planning Document adopted September 2018.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
08/06/2021	20034-C4P-AV-ZZ-DR-A-0101	P4	Location Plan
17/09/2021	20034-C4P-V1-00-DR-A-0510	P18	Site Plan as Proposed
07/05/2021	20034-C4P-BB-ZZ-DR-A-2001	P6	Plans as Proposed - Primary School B1 and Secondary School B3
07/05/2021	20034-C4P-BB-ZZ-DR-A-2002	P2	Loft Plan as Proposed
07/05/2021	20034-C4P-BB-ZZ-DR-A-3301	P5	Roof Plan as Proposed - Primary School B1 and Secondary School B3
07/05/2021	20034-C4P-BB-ZZ-DR-A-2101	P6	Elevations as Proposed - Primary School B1 and Secondary School B3
12/8/2021	NJD19-0143-001R	-	Revised Noise Assessment (NJD Environmental Associates Ltd)
19/8/2021	NJD19-0143-001		Letter from NJD (dated 19/8/21) with details of the full monitoring dataset.
07/05/2021	9248 EcoApp	B	Ecological Appraisal report (FPCR Environment and Design Ltd)
07/05/2021	ARB/9248AA	B	Arboricultural Assessment (FPCR Environment and Design Ltd)
21/09/2021	P00120.01.01	V2	Level 2 Building Recording (Heritage Archaeology)
08/06/2021	20034-AV-ZZ-DR-A-0511	P1	MUGA as Proposed
17/09/2021	20034-C4P-AV-ZZ-DR-A-8102	P02	Vehicle Access and Turning

17/09/2021	20034-C4P-V1-00-DR-A-0516	P08	External Furniture and Boundary Treatment
26/05/2021	21045-P1	Rev 1	Transport Statement
08/09/2021	21045-P1	-	Highways Technical Note

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 (Lee Osborne on 0151 443 2395)

ARTICLE 35 STATEMENT

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.

Executive Director - Regeneration and Economic Development

Date: 25 October 2021

IMPORTANT NOTES FOR YOUR ATTENTION:

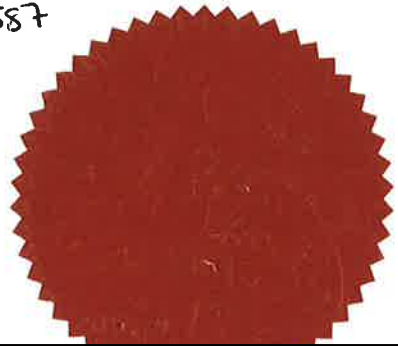
1. This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, bylaw, order or regulation.
2. This permission refers only to those plans submitted as part of the Planning Application a copy of which is retained 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

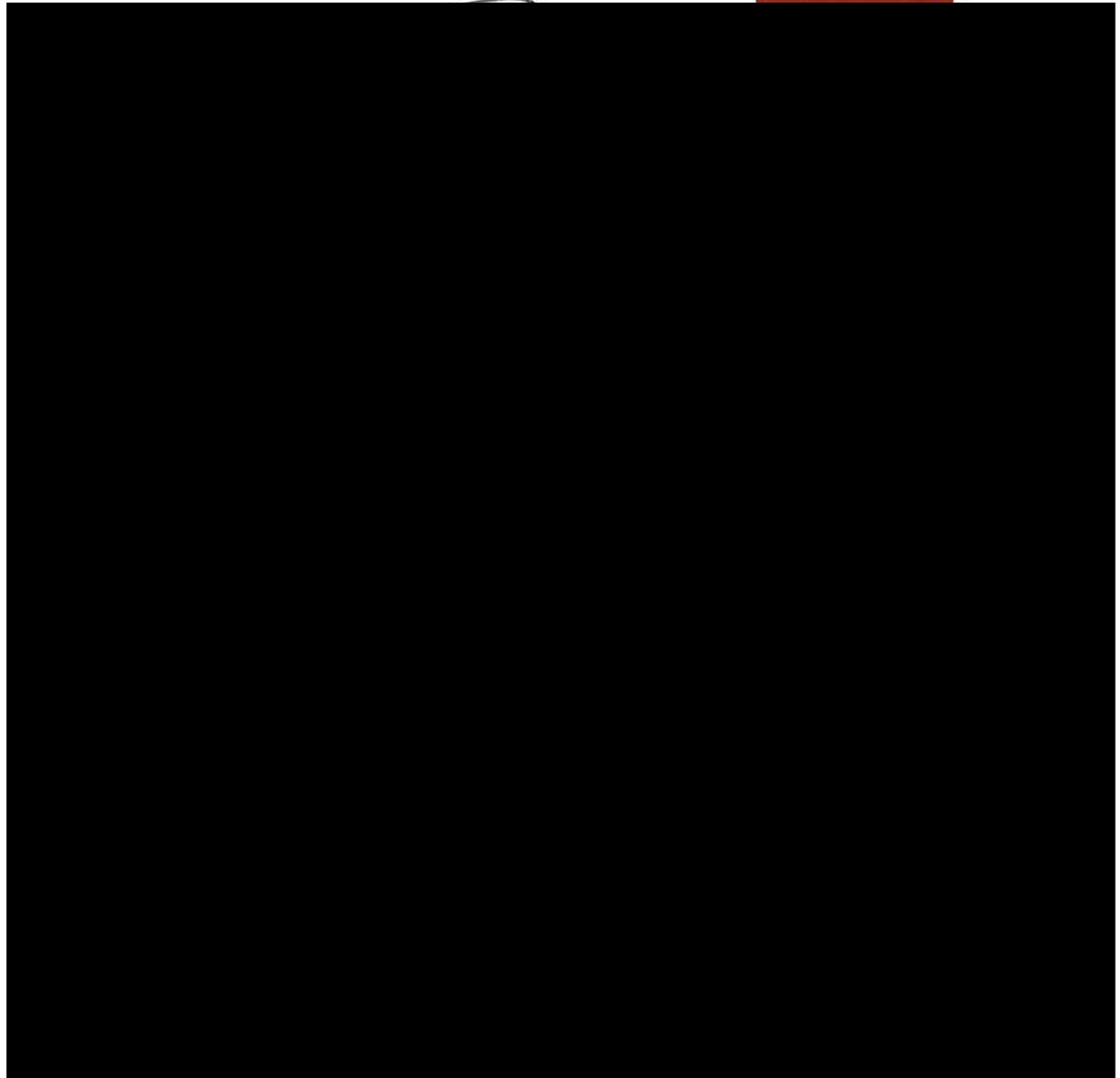
- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your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

SEAL N° 30587

AUTONOMY:
PLANNING, MTC
MINUTES
28/09/24



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



Occupation:

EXECUTED as
in the presence

Witness signat

Name:

Address:

Occupation:

