

DATED 1st October

2024

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

Land at Dye House, Liverpool Road, Prescott, Knowsley L34 3LX
(22/00233/FUL)

- (1) Knowsley Metropolitan Borough Council
- (2) Thomas Alan Rose

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This Agreement is made the 1st October 2024

Between:

- 1 **Knowsley Metropolitan Borough Council** of Municipal Buildings, Huyton L36 9UX (**Council**)
- 2 **Thomas Alan Rose** of 19 Little Moss Lane, Scholar Green, Stoke-on-Trent, Staffordshire ST7 3BL (**Owner**);

known collectively as the **Parties**.

Recitals:

- (A) The Council is the Local Planning Authority, Local Highway Authority and Local Education Authority for the purposes of the 1990 Act for the area within which the Site is situated.
- (B) The Owner is the freehold owner of the Site under registered title numbers MS635581 and MS 691111 subject to the entries in the Charges Register of said titles but otherwise free from encumbrances.
- (C) The Planning Application has been submitted to the Council.
- (D) The Council has identified planning obligations and contributions to be used towards infrastructure within the borough of Knowsley in order to make the Development acceptable in planning terms.
- (E) The Council has resolved to grant the Planning Permission subject to the completion of this Deed.
- (F) This Deed is entered into by the Parties pursuant to section 106 of the 1990 Act to secure the planning obligations on the terms set out herein.

Now it is hereby agreed as follows:

1 Definitions and Interpretation

1.1 In this Deed:

1990 Act: the Town and Country Planning Act 1990 (as amended).

Commencement: the commencement of the Development by the carrying out of a material operation (as defined by section 56(4) of the 1990 Act) provided always that:

- (a) any works necessary in undertaking a land survey or investigation of or obtaining soil samples from the Site whether that be in respect of any requirements for environmental or ecological studies or otherwise;
- (b) any remedial works on the Site necessary to prevent the risk of harm to human health and safety or required in order to remediate the Site or comply with any condition imposed upon the grant of a planning permission or any licence;
- (c) works of demolition and Site clearance including earth works, re-grading, below ground works and landscape clearance works;
- (d) works of archaeological excavation on the Site;
- (e) erection of hoardings, temporary enclosures, fences and other security measures on the Site including any advertisements upon them;
- (f) works for the removal, provision and diversion of services;

- (g) the provision of haul roads and construction of temporary accesses and parking areas to facilitate the carrying out of the Development;
- (h) erection of temporary facilities for security personnel and the erection of security cameras;
- (i) the construction of a temporary Site compound and welfare facilities/buildings/enclosures or a temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite;
- (j) any other preparatory works as may be agreed in writing with the Council (acting reasonably),

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

Contributions: the financial contributions to be paid to the Council whose amounts (£) are defined (subject only to being Index Linked) in Schedules 2 to 5 of this Deed and **Contributions** shall be construed accordingly.

Development: demolition of existing building and redevelopment of land at Dye House, Prescott, to erect up to 45 residential units (to include a mix of houses and apartments) with associated infrastructure and landscaping

Dwelling: any unit of self-contained residential accommodation constructed on the Site pursuant to the Planning Permission.

Expert: an independent person nominated pursuant to clause 8.1 of this Deed.

Index: the General Index of Retail Prices compiled and published by the Office of National Statistics or any other such index that substitutes the General Index of Retail Prices;

Indexation Date: the date immediately preceding the date of this Deed when the last firm figure was published for the Index unless expressly stated otherwise in this Deed.

Index Linked: the Contribution is to be adjusted by reference to the amount of any increase in the applicable Index over the period from the Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant Contribution to the Council and **Indexation** shall be construed accordingly.

Interest: interest at 4% above the base lending rate of Barclays Bank plc from time to time.

Occupation: occupation of a Dwelling for its intended purpose pursuant to the Planning Permission save for the purpose of construction, decoration, fitting out, security or marketing and the expressions **Occupy** and **Occupied** shall be construed accordingly.

Parties: the parties to this Deed and **Party** shall be construed accordingly.

Planning Application: the planning application for the Development with reference 22/00233/FUL.

Planning Permission: the planning permission to be granted pursuant to the Planning Application a draft of which appears at Appendix 1, subject to any non-material amendment which may be authorised from time to time pursuant to section 96A of the 1990 Act.

Practical Completion: the issue of a certificate of practical completion by the Owner's architect that the relevant works have been completed in all material respects and the words **Practically Completed** shall be construed accordingly.

RICS: the Royal Institution of Chartered Surveyors.

Site: land at Dye House Liverpool Road Prescott Knowsley L34 3LX

Working Day: a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 2 January inclusive.

1.2 In this Deed where the context so requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to clauses, Schedules and paragraphs are references to clauses, Schedules and paragraphs in this Deed except where otherwise specified;

1.2.3 references to a paragraph or sub-paragraph in a Schedule are references to paragraphs or sub-paragraphs in that Schedule except where otherwise specified;

1.2.4 title headings to the clauses, Schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;

1.2.5 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification, extension, consolidation or re-enactment thereof for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it;

1.2.6 the expression the **Owner** shall include successors in title to the Owner and its assigns and all persons deriving title to all or part of the Site under or through them and the expression the **Council** shall include any successor to the relevant statutory function thereof; and

1.2.7 the words **other, include, including and in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.3 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.

2 Commencement

Save for this clause and clauses 5 and 7 to 17 inclusive which shall come into effect on the date hereof, the provisions of this Deed shall come into effect following issue of the Planning Permission and Commencement of Development with the exception of any of the provisions within the Schedules to this Deed, the enforceability of which requires them to take effect upon the grant and issue of the Planning Permission.

3 Owner's Covenants

3.1 The Owner covenants with the Council to comply with the obligations in Schedules 1 to 5 of this Deed.

- 3.2 The Owner covenants with the Council to pay on the date hereof the Council's reasonable legal costs reasonably incurred in connection with the negotiation and completion of this Deed.

4 Council's Covenants

The Council covenants with the Owner to comply with the obligations in Schedule 6 to this Deed and to discharge its functions in accordance with this Deed in a timely and reasonable manner.

5 Legal Effect

- 5.1 This Deed is made pursuant to section 106 of the 1990 Act and constitutes a planning obligation binding the Site which is enforceable by the Council. Subject to clause 5.2, the obligations, covenants and undertakings on the part of the Owner are entered into with the intent that they are enforceable not only against the Owner but also against any successors in title or assigns of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part of it as if that person had been the original covenanting party in respect of the interest for the time being held by it. To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 1 of the Localism Act 2011, section 111 Local Government Act 1972 and all other enabling powers. So far as the obligations, covenants and undertakings in this Deed are given by the Council, they are entered into under the relevant powers referred to in this clause and those obligations, covenants and undertakings are enforceable against the Council.
- 5.2 No persons shall be liable for any breach, non-performance or non-observance of the covenants, obligations and restrictions contained in this Deed after he shall have parted with all interest in the Site or part of the Site in respect of which such breach occurs (or whilst he shall have no interest in the part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 5.3 No part of this Deed shall or may be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party shall be required under that act to any cancellation or variation of this Deed.
- 5.4 Nothing in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes by-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.
- 5.5 If any provision or part provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be deemed to be affected or impaired.
- 5.6 For the purposes of clause 5.2, a person parts with all interest in the Site or part thereof (or has no interest in respect of a part thereof) notwithstanding the existence or reservation of any rights or the imposition of any covenants or restrictions over it enforceable by or otherwise benefiting him.
- 5.7 The planning obligations in this Deed shall not be enforceable against:
- 5.7.1 owners or owner-occupiers or tenants of any individual Dwelling nor against those deriving title from any of them (save only in respect of Schedule 1 Part 1, paragraphs 5, 6, 7 and 8 in respect of Affordable Housing Units but always subject to Part 2 of that Schedule); nor
- 5.7.2 any mortgagee or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or any receiver unless and until it becomes a mortgagee in possession; nor

5.7.3 any statutory undertaker holding an estate or interest in the Site or part of the Site nor against plant equipment conduits or structures located there for its operational purposes; nor

5.7.4 anyone whose only interest in the Site is in the nature of the benefit of an easement or covenant; nor

5.7.5 any RP (as defined in Schedule 1) acquiring an interest in the Site pursuant to Schedule 1 save that such RP shall be bound by the provisions of the said Schedule 1.

5.7.6 A Chargee who has complied with the requirements of Part 2 of Schedule 1

5.8 Unless it is specified that a matter is in the Council's absolute discretion where any agreement, consent, approval or expression of satisfaction is to be obtained from any party under the terms of this Deed, the Parties agree that the same shall not be unreasonably withheld or delayed AND for the avoidance of any doubt any alleged breach of this obligation shall be capable of determination in accordance with clause 8 as a decision of the Expert pursuant thereto to agree, consent, approve or otherwise express satisfaction being deemed to be such agreement, consent, approval or other expression of satisfaction on the part of the Party from whom it was sought for the purposes of this Deed.

5.9 Subject always to clause 12.3 in respect of any planning permission granted pursuant to section 73 of the 1990 Act, 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.

5.10 Where in this Deed any party covenants not to act such covenant shall include an obligation not to permit or suffer such an act by another person. Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

5.11 Should the Council dispose of its interest in the Site, then it shall require as a condition of any such disposal that its successor in title enters into a deed substantially in the same form as this Deed to ensure that its successor in title is bound by the obligations contained herein.

6 Notices

The Owner will notify the Council within 10 (ten) Working Days prior to the anticipated date of Commencement of the Development.

7 Validity of Notices

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

7.1.1 if to the Council: to its address specified above and marked for the attention of the Head of Planning or such other successor officer responsible to development management matters at the Council;

7.1.2 if to the Owner: to its address specified above or such other address for service as shall have been previously notified by the Owner in writing and if the Owner is a company, then to be made for the attention of the Company Secretary.

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

7.2.1 if delivered by hand, the next Working Day after the day of delivery unless the delivery was signed for in which case it shall be the time the delivery was signed for that service will be deemed to have occurred;

7.2.2 if sent by first class post, the day 2 (two) Working Days after the date of posting; or

7.2.3 if sent by recorded delivery, at the time delivery was signed for,

and in proving service for the purposes of either clauses 7.2.2 or 7.2.3 it shall be sufficient to prove that the envelope containing such notice, request, demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid envelope.

7.3 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

7.4 Any notice or other written communication to be given by the Council will be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

8 Dispute Resolution

8.1 Save in respect of any matter expressed to be in the Council's absolute discretion in the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed including questions of value and Indexation and any question of reasonableness (but excluding any matter that relates to the quantum of any Contribution (save Indexation on such Contribution) that they are required to make pursuant to this Deed) the same shall (subject to clause 8.6) be referred to an independent person (**Expert**) for determination in accordance with the following provisions:

8.1.1 the Expert shall have at least 10 (ten) years post qualification experience in the subject matter of the dispute;

8.1.2 where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;

8.1.3 where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of RICS; and

8.1.4 where such dispute relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties or in default of agreement appointed on the application of either party or at the direction of the President for the time being of the Royal Town Planning Institute,

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

8.2 Unless otherwise agreed by the parties to the dispute the Expert is to act as an independent expert and:

8.2.1 each party may make written representations within 10 (ten) Working Days of the appointment of the Expert and will copy the written representations to the other party;

8.2.2 each party is to have a further 10 (ten) Working Days to make written comments on the other's representations and will copy the written comments to the other party;

8.2.3 the Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;

8.2.4 the Expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;

8.2.5 the Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

8.2.6 the Expert is to use all reasonable endeavours to publish his decision within 25 (twenty five) Working Days of his appointment (or such other time period as may be agreed between the Expert and the Parties).

8.3 Responsibility for the costs of referring a dispute to an Expert under this clause 8 including costs connected with the appointment of the Expert and the Expert's own costs will be decided by the Expert.

8.4 The Expert shall act as an expert and not as an arbitrator and his decision will subject to clause 8.5 (in the absence of manifest error) be final and binding on the parties to the dispute.

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

8.6 No dispute difference or question may be referred to the Expert unless the dispute difference or question has first been communicated from one party to the other party by notice in writing and the parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so within 10 (ten) Working Days from the date of that meeting.

9 Local Land Charge Provisions

9.1 This Deed is a local land charge and shall be registered by the Council as such.

9.2 On the written request of the Owner and payment of a reasonable administrative fee at any time after each or all of the obligations have been performed or otherwise discharged the Council will issue a written confirmation of such performance or discharge within a reasonable time frame.

9.3 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 12 the Council will on the written request of the Owner record such performance or determination in the Local Land Charges Register in respect of this Deed.

10 Forward Funding

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

11 Indexation, Late Payment and VAT

11.1 The Contributions payable by the Owner pursuant to the Schedules to this Deed 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.

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

12 Duration

12.1 This Deed will end (to the extent it has not already been complied with), if the Planning Permission:

12.1.1 is quashed or revoked;

12.1.2 is modified by any statutory procedure without the consent of the Owner; or

12.1.3 expires before Commencement.

12.2 Where this Deed ends pursuant to clause 12.1 the Council covenants with the Owner and Developer that it will:

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

12.2.2 repay any Contributions that have been paid and which are not Committed in accordance with Schedule 56.

12.3 If the Council agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the 1990 Act, the covenants and provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or Inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

13 Change in Ownership

The Owner covenants with the Council to provide the Council as soon as reasonably practicable with written notice of any change in ownership of any part of the Site (other than a disposal to any person against whom this Deed is not enforceable pursuant to clause 5.7 other than any disposal to an RP) 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.

14 Waiver

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

15 Not Used

16 Jurisdiction

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

17 Delivery

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

Schedule 1

Affordable Housing

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

2008 Act: the Housing and Regeneration Act 2008.

Affordable Housing: housing provided to eligible households whose needs are not met by the market in accordance with and as described by and defined in Annex 2 of the NPPF or any planning policy statement, guidance notes or circulars which may supersede it.

Affordable Housing Contract: a binding contract with an Approved RP for the sale (which shall be by way of freehold or long leasehold) and construction of the Affordable Housing Units and such contract shall include terms that require:

- (a) full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Housing Units subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption;
- (b) full and free rights for the passage of water, soil, electricity, gas if provided and other services through the pipes, drains, channels, wires, cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Units subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption;
- (c) such other commercial terms and conditions as may be reasonably required by the Owner and the Approved RP.

Affordable Housing Plan: a plan identifying the location and tenure of the Affordable Housing Units on the Site or, where the Development is delivered in Phases, within a Phase.

Affordable Housing Scheme: the scheme to be submitted in accordance with Part 1 of this Schedule which shall include details of:

- (a) the quantum delivering not less than 25% of the Dwellings (11units) as Affordable Housing, the types, tenure and location of the Affordable Housing Units on the Site or, where the Development is delivered in Phases, within a Phase;
- (b) the timing of the construction of the Affordable Housing Units and their phasing in relation to the occupancy of the Market Housing Units;
- (c) the arrangements for the transfer of the Affordable Housing Units to an Approved RP;
- (d) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing Units;
- (e) confirmation that the eligibility criteria to be used for determining the identity of the occupiers of the Affordable Housing Units and the means by which such eligibility criteria shall be enforced shall be in accordance with the criteria current at the date of submission of the Affordable Housing Scheme,

AND for the avoidance of doubt shall include an Affordable Housing Plan.

Affordable Housing Unit: a Dwelling to be provided as Affordable Housing in accordance with the approved Affordable Housing Scheme.

Affordable Rent: the rent charged for an Affordable Rented Unit which is up to 80% (eighty per cent) of local market rent including Service Charge for a similar type of property in the relevant rental market area allowing for any modifications to a level of allowance as published by the Government as calculated using the RICS approved valuation methods.

Affordable Rented Unit: rented housing provided by an Approved RP or RP let at 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 and **Affordable Rented Units** shall be construed accordingly.

Approved RP: any RP which at the date of this Deed is on the Council's approved list (if any) or such other RP as is nominated by the Owner and approved in writing by the Council and **Approved RPs** shall be construed accordingly.

Chargee: any mortgagee or chargee of a RP or any manager or receiver (including an administrative receiver or administrator (including a housing administrator) appointed by such mortgagee or chargee) or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security including a housing administrator (each a **Receiver**)) of the whole or part of the Site or any persons or bodies deriving title through such mortgagee or chargee or Receiver.

Eligible: for the purpose of the Rent to Buy scheme means a person who is

- i. in full or part-time employment; and
- ii. a first-time buyer; and
- iii. able to pay their rent and save for a deposit at the same time

Homes England: the Government's agency for the administration of affordable housing subsidy which definition shall include any successor agency/organisation taking over such functions.

Intermediate Housing: Affordable Housing which is within the definition of 'Other affordable routes to home ownership' contained in Annex 2 of the NPPF.

Market Housing Unit: any Dwelling which is not an Affordable Housing Unit and **Market Housing Units** shall be construed accordingly.

NPPF: 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.

"Receipts" means the aggregate receivable in each 12 month period in respect of

- (a) the net amount payable by any person purchasing an Affordable Housing Unit after the deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative valuation and legal costs and fees); and
- (b) the net premium receivable on each disposal of the equity retained on a Shared Ownership housing unit or other form of intermediate housing after deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative valuation and legal costs and fees); less
- (c) any capital grant in respect of the Affordable Housing which is subject to recovery by Homes England

Regulator of Social Housing: 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.

Rent to Buy Tenancy: a tenancy in accordance with the Government's Rent to Buy scheme for England in force at the date of this Deed.

Rent to Buy Unit: a unit of Affordable Housing which is disposed of through a Rent to Buy Tenancy.

RP: a registered provider being a social landlord registered with the Regulator of Social Housing as defined in the 2008 Act whose housing management standards are no less than the Council requires of its Approved RPs.

Service Charge: the amount payable by the owner or occupant of any Affordable Housing Unit for all services, repairs, maintenance and improvements of a communal nature and insurance of the building and curtilage (where relevant) including estate management costs to the extent that all costs in the Service Charge have been reasonably incurred.

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

Shared Ownership Unit: an Affordable Housing Unit which is Intermediate Housing disposed of by way of a Shared Ownership Lease to persons who cannot afford to meet their housing needs in the open market and **Shared Ownership Units** shall be construed accordingly.

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

The Owner covenants with the Council as follows:

Part 1 - Affordable Housing Scheme

- 1 The Owner covenants
 - 1.1 to deliver a minimum of 25% of the Dwellings (11 units) as Affordable Housing in accordance with the terms of this Part 1
 - 1.2 the Affordable Housing Units shall be Intermediate Housing initially disposed of through Rent to Buy Tenancies.
- 2 **Affordable Housing Scheme**
 - 2.1 Prior to Commencement of Development, the Owner shall submit to the Council for its approval in writing the Affordable Housing Scheme and shall not Commence the Development until the Affordable Housing Scheme has been approved in writing by the Council.
 - 2.2 Thereafter, the Owner shall deliver the Affordable Housing Units as part of the Development in accordance with the Planning Permission and the approved Affordable Housing Scheme (subject to paragraph 4.3 of this Part 1).
- 3 **Tenure Blend and Standards**

3.1 To ensure the creation of mixed and balanced communities and that the Affordable Housing Units shall not be visually distinguishable from the Market Housing Units based upon their external appearance unless otherwise agreed in writing between the Owner and the Council and for the avoidance of doubt the plans approved by the Planning Permission are deemed to comply with this obligation.

3.2 That the Affordable Housing Units shall be constructed to an external and structural standard equal to the Market Housing Units so as to be tenure blind,

4 Delivery Mechanism

4.1 The Affordable Housing Units shall be transferred to an Approved RP together with such access and including rights for such foul and surface water sewers and water supply, gas (if provided), electricity and telecommunications service systems for the relevant Affordable Housing Units as appropriate and reasonable for their use.

4.2 The Owner shall enter into an Affordable Housing Contract with an Approved RP in relation to the Affordable Housing Units and provide evidence of such in writing to the Council within the timescale set out in the Affordable Housing Scheme.

4.3 The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission and the approved Affordable Housing Scheme PROVIDED THAT if an Affordable Housing Contract has not been entered into pursuant to paragraph 4.2 of this Part 1 within 6 (six) months of the date of first marketing or where such contract has been entered into but terminated by the Approved RP then the Owner shall be entitled to seek the Council's approval of an alternative tenure mix/split for the Affordable Housing Units and the Council shall be entitled to request such evidence as is reasonably required to determine the Owner's application made pursuant to this paragraph 4.3.

5 Rent to Buy Units

5.1 The first disposal of the Affordable Housing Units shall be as Rent to Buy Units.

5.2 The rent payable by the occupier of a Rent to Buy Unit shall be an Affordable Rent.

5.3 Rent to Buy tenancies shall be

5.3.1 to Eligible persons only; and

5.3.2 for a period of not less than 2 years and not more than 5 years.

5.4 With the agreement of the landlord RP at any time before the end of a Rent to Buy Tenancy the tenant may acquire the Rent to Buy Unit outright by purchasing it at open market value or through a Shared Ownership Lease.

5.5 If the tenant of a Rent to Buy Unit does not acquire the unit at the end of the Rent to Buy Tenancy the tenant must vacate the unit.

6 Shared Ownership Units

6.1 If at the end of a Rent to Buy Tenancy the RP and the tenant agree that the property will become a Shared Ownership Unit the property shall not be disposed of on its initial sale other than by way of a Shared Ownership Lease unless otherwise agreed in writing by the Council.

6.2 The initial premium and the rent payable by the occupier of any Shared Ownership Unit shall be as follows:

6.2.1 the initial premium shall be no less than 10% (ten per cent) and not more than 75% (seventy five per cent) of the market value as at the date of the Shared Ownership Lease; and

- 6.2.2 the annual rental element shall be no more than 2.75% (two point seven five per cent) of the unsold equity at the date of the Shared Ownership Lease.

7 Process at end of Rent to Buy Tenancy

At the end of the initial letting period of a Rent to Buy Unit the RP may:

- i. continue to offer the property as Rent to Buy (to different tenants);
- ii. sell the Rent to Buy Unit on an outright basis with the tenant being given the right of first refusal; or
- iii. retain and convert the Rent to Buy Unit as rented housing on either an Affordable Rent or market rent basis

8 Application of Receipts

- 8.1 In the event that on or before the expiration of a Rent to Buy Tenancy the tenant of a Rent to Buy Unit purchases that unit (either outright or through a Shared Ownership Scheme) the Approved RP shall use or procure the use of Receipts to fund the provision of further Affordable Housing and to make such provision within the borough of Knowsley in accordance with the provision of paragraph 8.2.
- 8.2 In respect of Rent to Buy or Shared Ownership and Affordable Rented Units the RP shall :
- 8.2.1 give notice to the Council as soon as reasonably possible following any disposal of an equity interest or any other disposal takes place and to thereafter calculate the Receipts and thereafter notify the same in writing to the Council once per year summarising all disposals during the previous 12 month period ;
 - 8.2.2 such Receipts whether in part, in full or in conjunction with other sums shall be used for 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 prescribed by the Council; and
 - 8.2.3 the Receipts shall be ring-fenced in the accounts of the Approved RP and the Approved RP shall at least once a year supply to the Council a statement showing monies held pursuant to this Deed with such supplemental information showing how such funds are derived and the use of such sums on accordance with the provisions of paragraph 8.3.2 as the Council may require to satisfy itself that monies are being used for the provision of Affordable Housing in Knowsley.

Part 2 - Mortgagee Exclusion Clause

- 1 The provisions of Part 1 of this Schedule:
- 1.1 shall not bind any Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT:
- 1.1.1 the Chargee shall first give written notice to the Council of its intention to dispose of the relevant Affordable Housing Unit(s) and shall have used reasonable endeavours over a period of 3 (three) calendar months from the date of the written notice to complete a disposal of the Affordable Housing Unit to another RP or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses; and

- 1.1.2 if such disposal has not completed within the 3 (three) calendar month period the Chargee shall be entitled to dispose of the relevant Affordable Housing Unit(s) free of the affordable housing restrictions affecting that Affordable Housing Unit(s) imposed in this Deed which provisions shall determine absolutely in that respect.
- 1.2 cease to apply to any of the Affordable Housing Units where the Owner or Approved RP have sold to a tenant pursuant to the Rent to Buy Scheme or any similar or substitute right;
- 1.3 cease to apply to any Affordable Housing Units subject to a Shared Ownership Lease where the lessee or any successor to or mortgagee of that Affordable Housing Unit has taken a transfer of the freehold reversion of that lease;
- 1.4 not bind any person deriving title from any such person as is mentioned in paragraph 1.1 to 1.3 inclusive of this Part 2 of this Schedule,

AND when evidence has been submitted to the Council that an amendment to or replacement of this paragraph 1 is reasonably required to facilitate the exchange of contracts for specified Affordable Housing Units, the Owner may apply in writing to the Council for a variation to this paragraph 1 or replacement of it in respect of those Affordable Housing Units such variation to be recorded using the form of memorandum set out at Appendix 3 to this Deed AND where such application is accepted (in its absolute discretion) by the Council the execution of which memorandum by the Owner and the Council shall be to the effect that the mortgagee in possession clause enforceable in respect of those Affordable Housing Units (and those units only) shall be as set out in the memorandum.

Schedule 2

Off Site Public Open Space Contribution

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

“Public Open Space Contribution” means the sum of £78,595.53 (seventy-eight thousand five hundred and ninety-five pounds and 53 pence) comprising

Parks and Gardens	£31,111.33.
Provision for Children and Young People	£21,330.90
Allotments	£1,653.59
Outdoor Sports Provision	£24,499.71

payable to the Council as a contribution towards the improvement of the corresponding forms of public open space in the Prescott area.

The Owner covenants with the Council as follows:

- 1 To pay the Public Open Space Contribution prior to Commencement of Development.
- 2 Not to Commence Development until the Public Open Space Contribution has been paid to the Council pursuant to paragraph 1.

Schedule 3

Social Value Contribution

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

Social Value Contribution: the sum of £3,720 (three thousand seven hundred and twenty pounds) to be paid to the Council and applied towards the costs of monitoring the Social Value Strategy.

Social Value Strategy: a suitable strategy approved by the Council pursuant to the Planning Permission and to be employed for the Development with the objective of maximising employment and training benefits for residents in the local area.

The Owner covenants with the Council as follows:

- 1 To pay the Social Value Contribution to the Council prior to Commencement of the Development.
- 2 Not to Commence the Development until the Social Value Contribution has been paid to the Council pursuant to paragraph 1.

Schedule 4

Biodiversity Mitigation Contribution

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

Biodiversity Mitigation Contribution: the sum of £27,450 (twenty-seven thousand four hundred and fifty pounds) to be paid to the Council and applied towards the costs of creating scrub and grassland habitat at Stadt Moers Country Park.

The Owner covenants with the Council as follows:

- 1 To pay the Biodiversity Mitigation Contribution on Commencement of Development.
- 2 Not to Commence Development until the Biodiversity Mitigation Contribution has been paid to the Council pursuant to paragraph 1.

Schedule 5

Monitoring Contribution

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

Monitoring Contribution: the sum of £572 (five hundred and seventy-two pounds) per planning obligation (total £2,288) to be paid to the Council and applied towards the additional resource costs to the Council arising from the monitoring of the Development and the obligations arising under this Deed.

The Owner covenants with the Council as follows:

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

Schedule 6

Council's Covenants

The Council covenants with the Owner as follows:

- 1.1 To issue separate receipts if so requested in writing by the Owner for any sum paid to the Council under this Deed.
- 1.2 To ensure that the Contributions shall only be applied towards the purposes identified in this Deed unless otherwise agreed with the party that paid the relevant Contribution.
- 1.3 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 15 (fifteen) years of the date of receipt by the Council of the payment such payments to be paid together with interest at Barclay's Bank PLC base rate from time to time for the period from the date of payment to the date of refund.

The Common Seal of the **Council** was
affixed in the presence of:



Seal No. 31581

Authority: 22/00233/Ful

Signature of Authorised Signatory

Principal Solicitor:

Print name

Signed as a Deed by
THOMAS ALAN ROSE
in the presence of:

Signature of Witness

Print Name

Address

Excello Law

Excello Law Ltd
One Derby Square
Liverpool
L2 9XX

Appendix 1
Draft Planning Permission



Knowsl@y Council

**REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT**

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION

Application No: 22/00233/FUL

Name and address of applicant

Group D Developments & Thomas Rose
4 St Paul's Square
Avenue HQ
Liverpool
L3 9SJ

Name and address of agent

Date of Receipt: 13 April 2022

Date Valid: 6 October 2023

Address/Location Of Development:

Dye House
Liverpool Road
Prescot
Knowsley
L34 3LX

Description of Development:

DEMOLITION OF EXISTING BUILDING AND REDEVELOPMENT OF LAND AT DYE HOUSE, PRESCOT, TO ERECT UP TO 45 RESIDENTIAL UNITS (TO INCLUDE A MIX OF HOUSES AND APARTMENTS) WITH ASSOCIATED INFRASTRUCTURE AND LANDSCAPING (ACCESS TO BE TAKEN FROM THE EXISTING DEVELOPMENT TO THE NORTHEAST)

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 below:

Drainage Strategy 2075-SCE-00-00-DR-C-0001 P05

Proposed Site Plan GDD2020-GDA-ZZ-RF-DR-A-2220-P18
 Swept Path Analysis 11.2 Refuse 082242-CUR-00-XX-DR-TP-05002 P03
 Street Scene 1 GDD2020-GDA-ZZ-XX-DR-A-2410-P02
 Street Scene 2 GDD2020-GDA-ZZ-XX-DR-A-2420-P02
 Street Scene 3 GDD2020-GDA-ZZ-DR-A-2430-P02
 Proposed Section K-K GDD2020-GDA-ZZ-XX-DR-A-2588
 Proposed Section J-J GDD2020-GDA-ZZ-XX-DR-A-2587
 Proposed Section H-H GDD2020-GDA-ZZ-XX-DR-A-2580
 Proposed Section G-G GDD2020-GDA-ZZ-XX-DR-A-2570-P01
 Proposed Section D-D GDD2020-GDA-ZZ-XX-DR-A-2540-P02
 House Type 2 Floor Plans GDD2020-GDA-H2-ZZ-DR-A-2310-P01
 House Type 2 Elevations GDD2020-GDA-H2-DR-A-2410-P01
 House Type 1 Floor Plan GDD2020-GDA-H1-ZZ-DR-A-2310
 House Type 1 Elevations GDD2020-GDA-H1-XX-DR-A-2410-P01
 Block B Elevations GDD2020-GDA-HB-XX-DR-A-2410-P01
 Block B Floor Plans GDD2020-GDA-BB-XX-DR-A-2321-P01
 Block A Sections GDD2020-GDA-BA-XX-DR-A-2552-P01
 Block A Elevations 1 & 2 GDD2020-GDA-BA-XX-DR-A-2421-P03
 Block A Elevations 3 & 4 GDD2020-GDA-BA-XX-DR-A-2420-P03
 Block A First Floor Plan (actually shows Roof Plan) GDD2020-GDA-BA-RF-DR-A-2350-P03
 Block A Ground Floor Plan GDD2020-GDA-BA-GF-DR-A-2310-P07
 Block A First Floor Plan GDD2020-GDA-BA-01-DR-A-2320-P07
 Material Specification GDD2020-GDA-ZZ-XX-SP-A-210-P02
 Noise Impact Assessment Reference 21.081.1.R7 dated 5.1.24
 Flood Risk Assessment Reference HYD730_DYE.HOUSE_FRA dated 19.10.23
 Social Value Strategy dated 11.8.22

Reason: For the avoidance of doubt.

3. The development shall be carried out in accordance with the submitted flood risk assessment (reference October 2022/HYD730_FRA REV1.0/Betts Hydro Consulting Engineers) and the following mitigation measures it details:
 - (i) Sequential location of development within the site (no buildings within flood zone 3);
 - (ii) Finished floor levels shall be set no lower than 51.45 metres above Ordnance Datum (OAD);
 - (iii) Safe access and egress route to be provided for residents during flood conditions onto Liverpool Road (prior to first occupation);
 - (iv) Provision of 8metre unobstructed maintenance access to Prescott Brook within the development site;
 - (v) Details of timing/phasing arrangements of the above works.

These mitigation measures shall be fully implemented in accordance with the agreed details. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of the development.

Reason: To reduce the risk of flooding to the proposed development and future occupants.

4. Prior to the erection of any lighting within the development hereby permitted, details of a scheme for the provision of lighting of private (non-adopted) communal areas, the brook and all public areas shall be submitted to and approved in writing by Local Planning Authority. The scheme shall have regard to 'Bats and Artificial Lighting at

Night' guidance produced by the Institute of Lighting Professionals in conjunction with the Bat Conservation Trust. The scheme shall also include details of lighting overspill (shown on a plan with overspill lux levels) onto adjacent properties and woodland/habitats/the brook area. The scheme shall be implemented in full accordance with the approved scheme details prior to first occupation of the development unless otherwise agreed in writing by the Local Planning Authority. For the avoidance of doubt, such a scheme shall be accompanied by a maintenance strategy to ensure its future operation.

Reason: To ensure the provision of safe and adequate means of access to the development in the interests of the safety, to protect the amenity of residents and to protect biodiversity to ensure there is no excessive light spill onto the retained woodland and brook habitats.

5. NOISE MITIGATION FOR PROPERTIES

Prior to the construction of any dwelling, a scheme, detailing the specific noise mitigation measures that will be installed in each plot, shall be submitted to the local planning authority for their approval in writing.

The scheme shall be based on the recommendations of the Noise Impact Assessment for Dye House, Prescott, by Professional Consult, ref 21.081.1.R7, dated 05 January 2024, and must include details on the specification of the glazing and ventilation that will be installed in each plot, together with the build specification of any noise barrier.

The measures installed shall ensure that future residents are not subject to overheating and that the recommended internal noise levels stated in BS 8233: 2014 are achieved.

The noise mitigation measures must be completed in full before the first occupation of the dwelling that they relate to and any deviations from the approved scheme must be agreed in writing with the local planning authority before the changes are made.

NOISE MITIGATION FOR GARDENS

Prior to the construction of any properties located to the south of Prescott Brook, full details of the acoustic barrier shall be submitted to and approved in writing by the local planning authority. These details shall include the design and specification and shall include details of how the fencing shall relate to the adjoining sandstone wall, including elevation details. The fencing shall then be erected in accordance with the approved details prior to first occupation of any property to the south of Prescott Brook and it shall be retained thereafter and maintained in accordance with the manufacturer's recommendations.

Reason: To protect the amenity of future occupiers and in the interests of visual amenity.

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

Reason: To protect the amenity of existing neighbours and future occupiers.

7. Prior to any above ground construction, full details of the materials to be used in the external construction of the development hereby permitted, to include samples, shall be submitted to and approved in writing by the Local Planning Authority. The development shall then be constructed in accordance with the approved details.

Reason: In the interests of visual amenity and to ensure the development integrates well with the surrounding area.

8. Contaminated Land

A. Risk Assessment

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

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

B. Submission of Remediation Scheme

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

C. Implementation of Approved Remediation Scheme

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

D. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported immediately to the

Local Planning Authority. Development on the part of the site affected must be halted and a risk assessment carried out and submitted to and approved in writing by the Local Planning Authority. Where unacceptable risks are found remediation and verification schemes shall be submitted to and approved in writing by the Local Planning Authority. These shall be implemented prior to the development (or relevant phase of development) being brought into use.

E. Materials Management Plan

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

F. Importation of Soil/Material

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

Reason: To ensure contamination is appropriately identified and a strategy is in place before works commence on the site, to prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers and the general public. This is a pre-commencement condition to secure a safe development that protects the health/amenity of future occupiers and prevents pollution before any works occur.

9. No development shall commence until remedial stabilisation works to address land instability arising from coal mining legacy have been carried out in full in order to ensure that the site is made safe and stable for the development proposed. The remedial works shall be carried out in accordance with authoritative UK guidance.

Reason: To deliver a safe and stable development. The formulation and implementation of an appropriate scheme of remedial measures before building works commence on site is necessary to ensure the safety and stability of the development, in accordance with paragraphs 183 and 184 of the National Planning Policy Framework

10. Prior to the occupation of any dwelling on the development a signed statement or declaration prepared by a suitably competent person confirming that the site has been made safe and stable for the approved development shall be submitted to the Local Planning Authority for approval in writing. This document shall confirm the completion of the remedial works and any mitigatory measures necessary to address the risks posed by past coal mining activity.

Reason: To secure a safe and stable development.

11. Prior to the commencement of development, an updated Arboricultural Method Statement (AMS) and updated Arboricultural Implications Assessment (AIA) shall be

submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt, the Arboricultural Method Statement shall include tree pit details, additional tree protection measures and a watching brief for acoustic fencing/service runs affecting tree roots. The Arboricultural Method Statement shall include the following provisions:

- (i) Where construction including acoustic fencing and service runs encroach within the root protection zone, an Arboricultural Clerk Of Works shall oversee the construction and BS5837 'Trees in relation to Design and Construction' shall be followed. The AMS shall include a watching brief and shall include the use of hand tools for excavation and roots under 25mm shall be pruned back making a clean cut, except where they appear in clumps.
- (ii) The AMS shall set out the preventative measures that shall be put in place to avoid cutting roots where possible.
- (iii) The AMS shall include the methodology for dealing with exposed roots to include the provision for wrapping or covering exposed roots (from excavation) with damp hessian material until such area can be backfilled with topsoil.
- (iv) Details of any crown lift or other works to existing trees to include details of only necessary works where low overhanging branches should be avoided. All tree works shall be undertaken in accordance with BS3998:2010.

The development shall then only be carried out in accordance with the updated AMS and updated AIA (as approved) unless such variation is submitted to and approved in writing by the Local Planning Authority.

5 working days advance notice shall be given prior to the erection of any tree protective fencing.

Reason: In the interests of biodiversity, to protect the retained trees and to ensure that only necessary tree works are undertaken. This is a pre-commencement condition to secure the protection of the trees before any works take place.

12. No part of the development hereby permitted shall be commenced until a Construction Environmental Management Plan has been submitted to and approved in writing by the Local Planning Authority that details the means of mitigation of construction effects. This shall include but not be limited to the following:
- (a) The site working hours (our standard hours are 08:00-18:00 hours Monday to Friday, 08:00-13:00 hours Saturday and not at all on Sundays/Public Holidays without the prior written permission of the Local Planning Authority);
 - (b) Methods for the mitigation of noise and vibration from building works, including any piling works, and also from the operation of any temporary power generation or pumping plant which will operate overnight;
 - (c) Methods for dust control and suppression;
 - (d) Details of wheel washing facilities including location and type to control mud out of the site;
 - (e) The areas for the storage of plant and materials;
 - (f) Location and layout of the site compound including identification of areas for loading/unloading and turning areas for delivery vehicles;
 - (g) Details of relevant pest control measures during demolition and construction;
 - (h) Reasonable avoidance measures to ensure no adverse effects on hedgehogs and badger, which shall include the following:
 - A pre-commencement check for badger and hedgehog mammals;
 - All trenches and excavations should have a means of escape (e.g. a ramp);

Any exposed open pipe systems should be capped to prevent mammals gaining access; and

Appropriate storage of materials to ensure that mammals do not use them.

- (i) Waste audit or site waste management plan to minimise off site waste disposal and minimise waste production which shall include the following: the anticipated nature and volumes of waste that the development will generate; where appropriate, the steps to be taken to ensure the maximum amount of waste arising from development on previously developed land is incorporated within the new development; the steps to be taken to ensure effective segregation of wastes at source including, as appropriate, the provision of waste sorting, storage, recovery and recycling facilities; and any other steps to be taken to manage the waste that cannot be incorporated within the new development or that arises once development is complete.
- (j) A toolbox talk to be delivered by a suitably qualified ecologist to all operatives on site prior to commencement of development;
- (k) A sensitive lighting scheme avoiding light spill on retained and proposed habitats;
- (l) Protection and pollution control measures for Prescott Brook and the trees (no works to be carried out within 5m of the top of the bank of Prescott Brook;
- (m) Avoidance of breeding bird season (1st March to 31 August) for any vegetation clearance and where this is not possible, a breeding bird check shall be carried out by a suitably qualified ecologist prior to any works;
- (n) The details of the design, siting and maintenance of any security hoardings;
- (o) There shall be no burning of materials on-site during construction work without the prior written approval of the Local Planning Authority;
- (p) Soft felling of trees with bat roost potential;
- (q) 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, details of how construction traffic will access 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 trained Banksman (RoSPA or equivalent);
- (r) Construction staff parking arrangements;
- (s) A programme of works including phasing, if applicable;
- (t) Adequate provision for addressing any abnormal wear and tear to the highway, if applicable; and
- (u) Details of pollution prevention measures to include an invasive species measures Method Statement for Prescott Brook. For the avoidance of doubt, the method statement for treatment of invasive species shall be prepared by a competent person, and shall include the following:

A plan showing the extent of the invasive plants which include Himalayan Balsam and cotoneaster;

The methods that will be used to prevent the plant/s spreading further, including demarcation;

The methods of control that will be used, including details of post-control monitoring;

How the plants will be disposed of after treatment/removal; and

Timetable for implementation.

The CEMP shall be made available and accessible to all site managers, contractors and subcontractors working on site. The development shall then be carried out in accordance with the approved Construction Environmental Management Plan.

Reason: To ensure satisfactory development of the site, to minimise the main environmental effects during the construction phase of the development, to ensure that appropriate measures are put in place in the interests of the amenity of neighbouring occupiers/areas, to prevent pollution of the environment, to protect and promote biodiversity, in the interests of highway safety and to ensure the development does not result in adverse effects upon the integrity of national and international sites and to protect Prescot Brook from pollution and invasive species. This is a pre-commencement condition to protect the amenity of existing residents and to prevent pollution before any works occur.

13. A. HARD LANDSCAPING

Notwithstanding the submitted hard landscaping scheme and any description of materials in the application, no above ground construction works shall commence until a hard landscaping scheme has been submitted to and approved in writing by the Local Planning Authority. These details shall include:

- a) Type, colour and texture of the materials;
- b) Specification and samples where appropriate of materials to be used for the construction of hardsurfacing within the development;
- c) Details of street furniture (e.g. bins, benches etc) and any signage;
- d) Tree pit details for the trees to be sited within the hard surfacing areas;
- e) Management and maintenance details;
- f) Timetable for implementation.

The development shall be carried out only in accordance with the approved hard landscaping scheme.

B SOFT LANDSCAPING

Notwithstanding the submitted soft landscaping scheme, no above ground construction works shall commence until a soft landscaping scheme has been submitted to and approved in writing by the Local Planning Authority. These details shall include:

- a) The provision for replacement tree planting shall be based on the Landscape Masterplan reference 01(OPT.B) Rev H. For the avoidance of doubt the tree planting shall include climax species, a minimum of 23 extra heavy standards and shall be in line with the tree planting numbers outlined in the Landscape Masterplan reference 01(OPT.B) REV H;
- b) Land-levels and gradients resulting in the formation of any banks, terraces or other earthworks;
- c) planting plans, specifications and schedules, planting size, species and numbers/densities, trees to be retained and a scheme for the timing / phasing of work;
- d) A detailed regime for the ongoing and longer-term maintenance of all soft landscaping is also required to be submitted for approval;
- e) Timetable for implementation.

The approved landscaping works shall be implemented in accordance with the approved details and in accordance with the approved timetable for 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: In the interests of visual amenity and to achieve a high-quality design.

14. Prior to first occupation of any of the dwellings hereby permitted, a Landscape and Ecological Management Plan (LEMP) shall be submitted to and approved in writing by the Local Planning Authority. The LEMP shall include timing/implementation details and shall include, but not be limited to the following:
- (i) Submission of a breeding bird mitigation scheme which shall include details of the siting, numbers and type of bird boxes to be erected;
 - (ii) Submission of the bat mitigation scheme which shall include details of the siting, numbers and type of bat boxes to be erected;
 - (iii) Hedgerow planting details;
 - (iv) Management proposals for retained habitats such as hedgerow, area around the Brook and woodland areas;
 - (v) Hibernacula/other ecological enhancements (including terrestrial mammals hibernacula) such as log piles;
 - (vi) Hedgehog highways to be installed in boundary fences;
 - (vi) Details of how the Brook, POS and landscaped areas will be managed and maintained;
 - (ix) Description and evaluation of the features to be managed and a statement confirming the LEMP will be for a minimum 30 year period;
 - (x) Ecological trends and constraints on site which may influence management;
 - (xiv) Preparation of a work schedule (including an annual work plan and the means by which the plan will be rolled forward annually);
 - (xvii) Details of a programme of monitoring and remedial measures triggered by monitoring.

The LEMP shall then be carried out in accordance with the approved details.

Reason: To protect and preserve the green space areas, in the interests of visual amenity and in the interests of promoting biodiversity and sustainable developments.

15. Prior to any above ground works, full details of the existing and proposed ground levels (including levels for all vehicular manoeuvring, pedestrian/cyclist and parking areas) shall be submitted to and approved in writing by the Local Planning Authority, with full details of adequate mitigation measures to support the adopted highway and public areas as deemed necessary by the Local Planning Authority. The submitted details shall include adjoining land levels and sections across the site including sections where there are the retaining walls near to or on the site boundary, a couple of sections across to the Walnut Grove properties at various points but including no. 16 and a section showing the car park, retaining wall and the garden of the Acorn Drive properties). The development shall be implemented in accordance with the approved details prior to first occupation or within a previously approved timetable for implementation.

Reason: To ensure the impact of the development on adjacent properties and the locality/proposed street scene is acceptable, in the interests of highway and pedestrian safety and to achieve an integrated development.

16. Prior to the erection of any boundary treatments within the site, full details of the boundary treatments and gates, to include any retaining structures and materials (but

excluding the acoustic fencing covered by condition 5) shall be submitted to and approved in writing by the local planning authority. Provision shall be made for hedgehog highways within any new close boarded fences within the site. The boundary treatment details shall include railings adjacent to the ramp at the entrance to the site off Liverpool Road, the provision of gates to the rear of plots 29-32 to allow bins to be stored in rear gardens and shall include the use of permeable boundary treatments such as hit and miss fencing or railings adjacent to Prescott Brook to facilitate some overlooking of the brook area. The boundary treatments shall then be erected as approved prior to first occupation of the development hereby permitted or within a previously approved timetable for implementation.

Reason: To promote biodiversity, in the interests of visual amenity and to ensure the development includes adequate waste management facilities for residents.

17. No development or demolition shall take place until the applicant or their agents, has secured the implementation and submission of a report on a programme of archaeological works. That programme of archaeological works should be undertaken in accordance with the agreed Written Scheme of Investigation (ARS 2022). The WSI includes:

- oA phased programme and methodology of site investigation and recording;
- oA programme for post-investigation reporting to include production of a final report of the significance of the below-ground archaeological interest;
- oProvision for appropriate publication and dissemination of the archaeology and history of the site; and
- oProvision for archive deposition of the report, finds and records of the site investigation.

Reason: To ensure the implementation of the required scheme of archaeological investigation and its publication. This is a necessary pre-commencement condition to ensure the implementation of the required scheme of archaeological investigation and its appropriate publication before any construction or ground works occur.

18. Prior to first occupation of Apartment A or Apartment B, shown on the site layout plan reference GDD2020-GDA-ZZ-RFF-DR-A-2220-P18 Rev P18 , full details of the bin stores (to include siting, elevations and materials) shall be submitted to and approved in writing by the Local Planning Authority. The bin stores shall then be erected in accordance with the approved details prior to first occupation of Apartment A of Apartment B.

Reason: In the interests of visual amenity.

19. Prior to first occupation, details of the bollard(s), to prevent vehicular access onto the footpath from Liverpool Road, together with a timetable for implementation, shall be submitted to and approved in writing by the Local Planning Authority. The bollard(s) shall then be erected in accordance with the approved details and retained thereafter.

Reason: In the interests of highway safety.

20. Prior to first occupation, a Wildlife/European/local Site Information Leaflet/Pack informing new residents of the availability of suitable alternative natural greenspace, presence and importance of the European Sites (Mersey Estuary SPA) (for habitat and species), and how residents can help protect them including an outline 'responsible user code' shall be submitted to and approved in writing by the Local

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

Reason: In order to comply with the Habitat Regulations Assessment Regulations, to mitigate increased recreational pressure on European sites and to ensure there are no adverse effects upon the integrity of national and international sites.

21. Prior to first occupation of the development hereby permitted, a risk assessment relating to Prescot Brook considering safety and public access shall be undertaken identifying any mitigation measures that will enhance user safety around the Brook area. This risk assessment and the mitigation measures (including a timetable for implementation) shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation. These mitigation measures shall be carried out in accordance with the approved details and implementation timetable.

Reason: In the interests of public safety.

22. No part of the development shall be occupied until the access road into the site, approved as part of condition 25, has been fully laid out and constructed.

Reason: In the interests of highway safety.

23. Prior to first occupation of the development hereby permitted, full details of the siting and appearance of the cycle parking stores shall be submitted to and approved in writing by the Local Planning Authority. The cycle stores shall then be erected in accordance with the approved details and shall be made available for use prior to first occupation of each dwelling to which the cycle storage relates.

Reason: To ensure that adequate provision is made for parking cycles, to promote sustainable transport and in the interests of visual amenity.

24. The development shall not be brought into use until the areas indicated on Drawing GDD2020-GDA-ZZ-RF-DR-A-2220-P18 be set aside for parking, servicing, vehicular manoeuvring (including provision for pedestrians/cyclists) have been surfaced, drained and permanently marked out or demarcated in accordance with the details and specifications shown. These areas shall be retained as such thereafter, shall be hard surfaced, and where private, shall not drain to the highway.

Reason: In the interests of highway and pedestrian safety.

25. Prior to first occupation, full details of the access road into the site including design, cross section, materials and any servicing have been submitted to and approved in writing by the Local Planning Authority. The access road shall then be constructed in accordance with the approved details.

Reason: In the interests of highway safety.

26. Prior to the commencement of development, details of a sustainable SUDS based surface water drainage scheme (based on the principles of The SUDS Manual C753) and based on the criteria set out within the Knowsley Strategic Flood Risk Assessment SFRA Level 2) and a foul water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The drainage scheme shall include:

- (i) An investigation of the hierarchy of drainage options in the National Planning Practice Guidance (or any subsequent amendment thereof). This investigation shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water in accordance with BRE365;
- (ii) A restricted rate of discharge of surface water agreed with the Local Planning Authority (if it is agreed that infiltration is discounted by the investigations);
- (iii) Levels of the proposed drainage systems including proposed ground and finished floor levels in AOD;
- (iv) Incorporate mitigation measures to manage the risk of sewer surcharge where applicable;
- (v) Foul and surface water shall drain on separate systems;
- (vi) Drainage drawings, summary calculations and results of all investigations detailing the surface water drainage works as set out in the Drainage Strategy reference 2075-SCD-00-00-DR-C-001 dated 23.2.23;
- (vii) The maximum rate of discharge, off-site, shall not exceed 5.5l/s for all events up to and including the 1 in 100 years event plus climate change and in line with the Drainage Strategy set out within the FRA September 2022/HYD730_DYE.HOUSE_FRA Rev 1.0/Betts Hydro Consulting Engineers, unless otherwise agreed in writing with the Local Planning Authority.

The approved schemes shall also be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards.

Prior to first occupation of the development hereby permitted, or within a previously approved timescale for implementation, the foul and surface water drainage schemes shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution. To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development. This pre-commencement condition is necessary to secure an appropriate drainage scheme before any works occur.

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

The United Utilities Agreement on the drainage design and Strategy is in place; The Environment Agency's Agreement on the proposed development including the Environmental Permit for all activities in and close to Prescott Brook affecting the main watercourse and / or its floodplain are in place.

27. A Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development through an appropriate legally binding agreement shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the development hereby permitted. This shall include:
- (i) The arrangements for adoption by an appropriate public body or statutory undertaker or details of provision for management and maintenance by a resident's management company.
 - (ii) Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime.

- (iii) Details for planned maintenance and a mechanism for remedial and urgent repair works.
- (iv) Means of access for inspection and maintenance purposes.

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

Reason: To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development.

28. Prior to the erection of the substation/pumping station/utility buildings, full details of these utility buildings/structures shall be submitted to and approved in writing by the Local Planning Authority. These details shall include elevations, materials, hard standing areas, boundary treatments, timetable for implementation and any associated plant. The substation/pumping station/utility buildings shall then be constructed in accordance with the approved details.

Reason: In the interests of visual amenity.

29. The development hereby approved shall be implemented in full accordance with the Social Value Strategy (reference 16424) dated 11th August 2022.

Reason: To maximise employment and training opportunities for local people.

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 (Clare Appleyard on 0151 443 2848)

ARTICLE 35 STATEMENT

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

NOTE FOR APPLICANT:

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

- 1) This planning permission is granted in strict accordance with the approved plans. It should be noted however that:
 - a) Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.
 - b) You or your agent or any other person responsible for implementing this permission should inform Planning Services immediately of any proposed variation from the approved plans

and ask to be advised as to the best method to resolve the matter. Most proposals for variation to the approved plans will require the submission of a new planning application.

- 2) This permission is granted subject to conditions and it is the owner of the property and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.
- 3) If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development this is called a "condition precedent". The following should be noted with regards to conditions precedent.
 - a) If a condition precedent is not complied with prior to the start of development, the whole of the development will be unauthorised and you may be liable to enforcement action.
 - b) In addition, if the requirements of a condition precedent are subsequently not complied with, the development is unauthorised and the only way to rectify the development is the submission of a new application.

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

- 1 The applicant's attention is drawn to comments from the Environment Agency, Merseyside Fire and Rescue, Cadent Gas, UU and the Coal Authority.
- 2 Environmental Permit - advice to applicant
Prescot Brook passes through the site and is designated as a main river. The Environmental Permitting (England and Wales) Regulations 2016 require a permit to be obtained for any activities which will take place:

- * On or within 8 metres of a main river (16metres if tidal);
- * On or within 8 metres of a flood defense structure or culverted main river (16 metres if tidal);
- * On or within 16 metres of a sea defence;
- * Involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert;
- * In the floodplain of a main river if the activity could affect flood flow or storage and potential impacts are not controlled by a planning permission.

For further guidance please visit <http://www.gov.uk/guidance/flood-risk-activities-environmental-permits> or contact the EA's national customer contact centre on 03708 506 506. The applicant should not assume that a permit will automatically be forthcoming once planning permission has been granted, and we advise them to consult with us at the earliest opportunity.

- 3 A Flood Risk Activity Permit under Environmental Permitting Regulations 2016 will be required. Please consult with the EA with in depth details including:

A robust reasoning and justification for the design and layout of the headwall;
In depth method statements outlining method of work for the construction of the headwall;
Timings of work;
Materials used to create the headwall.

Please see comments from the EA and comments regarding their preference for structures to be set back from the channel utilising SUDs features where practicable. The outfall pipe shall be aligned to an angle of between 30 and 60 degrees to the direction of flow in the watercourse and be sited at a geomorphologically stable section of watercourse. Any works within 8m of a statutory main river will require an appropriate ecological survey to be conducted by experienced ecologists at an appropriate time of year using recognised techniques.

- 4 It is an offence to carry out any works within the public highway without the permission of the Highway Authority. This grant of planning permission does not negate the need for the submission and approval of highway engineering details for inclusion in an agreement under s38 of the Highways Act 1980. If it is the developer's intention to offer any of the roadworks included in the proposals for adoption, a s38 agreement would be required. The applicant is advised to contact the Site Development Team at SiteDevelopment@knowsley.gov.uk to discuss the matter further.

It should be noted that the Council operates the Advance Payments Code in accordance with Sections 219 - 225 of the Highways Act 1980. This Code applies wherever a new building is to be erected which will have a frontage onto a new section of road which is to be offered for adoption (or where the Council determines that these areas are potentially adoptable), unless a Road Adoption Agreement under Section 38 of the Act has been concluded, or the street has been declared a private road. Failure to deposit or secure monies with the Highway Authority prior to the commencement of building work in accordance with the Code is an offence, which could lead to the suspension of construction and may lead to prosecution and a fine.

- 5 Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist. If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions. Prior to carrying out works, including the construction of access points, please register on www.linesearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to.

Your responsibilities and obligations

Cadent may have a Deed of Easement on the pipeline, which provides us with a right of access for a number of functions and prevents change to existing ground levels, storage of materials. It also prevents the erection of permanent/temporary buildings, or structures. If necessary Cadent will take action to legally enforce the terms of the easement.

This note does not constitute any formal agreement or consent for any proposed development work either generally or related to Cadent's easements or other rights, or any planning or building regulations applications.

Cadent Gas Ltd or their agents, servants or contractors do not accept any liability for any losses arising under or in connection with this information. This limit on liability applies to all and any claims in contract, tort (including negligence), misrepresentation (excluding fraudulent misrepresentation), breach of statutory duty or otherwise. This limit on liability does not exclude or restrict liability where prohibited by the law nor does it supersede the express terms of any related agreements.

If you need any further information or have any questions about the outcome, please contact us at plantprotection@cadentgas.com or on 0800 688 588 quoting your reference -see comments from Cadent.

6 Ground Investigations and groundworks

Under the Coal Industry Act 1994 any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) require the prior written permission of the Coal Authority since these activities can have serious public health and safety implications. Such activities could include site investigation boreholes, excavations for foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain permission to enter or disturb our property will result in the potential for court action. Application forms for Coal Authority permission and further guidance can be obtained from The Coal Authority's website at: www.gov.uk/get-a-permit-to-deal-with-a-coal-mine-on-your-property.

7 Shallow coal seams

In areas where shallow coal seams are present caution should be taken when carrying out any on site burning or heat focused activities.

- 8 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.

9 REASON FOR GRANT

The decision to grant this reserved matters consent has also been taken having regard to the policies and proposals set out below and to all materials planning considerations, including supplementary planning guidance:

Knowsley Replacement Unitary Development Plan (Saved Policies, 2006)

T5 - Location of Major Traffic Generating New Development

T7 - New Development and Walking & Cycling Routes

T9 - Travel Plans

T10 - Access for the Less Mobile

G3 - Agricultural Land

DQ2 - Security in the Built Environment

DQ3 - Gateway site and corridors

DQ4 - Trees and Development

ENV2 - Noise and Vibration

ENV3 - Light Pollution

ENV5 - Contaminated Land

H7 - Provision of Flats, Nursing and Residential Homes, Hostels and HMOs

Knowsley Local Plan Core Strategy (2016)

SD1 - Sustainable Development

CS1 - Spatial Strategy for Knowsley

CS2 - Development Principles

CS3 - Housing Supply, Delivery and Distribution

CS7 - Transport Networks

CS8 - Green Infrastructure

CS15 - Affordable Housing

CS17 - House Sizes and Design Standards

CS19 - Design Quality and Accessibility in New Development

CS20 - Managing the Borough's Historic Environment

CS21 - Greenspace and Trees

CS22 - Sustainable and Low Carbon Development

CS24 - Managing Flood Risk

CS26 - Waste Management

SUE1 - Sustainable Urban Extensions and Safeguarded Land

SUE2 - Sustainable Urban Extensions - Development Principles

Supplementary Planning Documents

Ensuring a Choice of Travel SPD (2010)

Design Quality in New Development SPD (2016)

Trees and Development SPD (2016)

Developer Contributions SPD (2016)

Amended New Residential Development SPD

Merseyside Waste Local Plan (2013)

WM8 - Waste Prevention and Resource Management

WM9 - Sustainable Waste Management Design and Layout for New Development

National Planning Policy Framework (2023)

National Planning Policy for Waste

Planning Practice Guidance

This informative is only intended as a summary of the reasons for granting reserved matters consent. Should you require any further details relating to the decision, please contact Kevin Foster on 0151 443 2893.

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

Appeals to the Secretary of State

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

Appendix 2

Site Plan

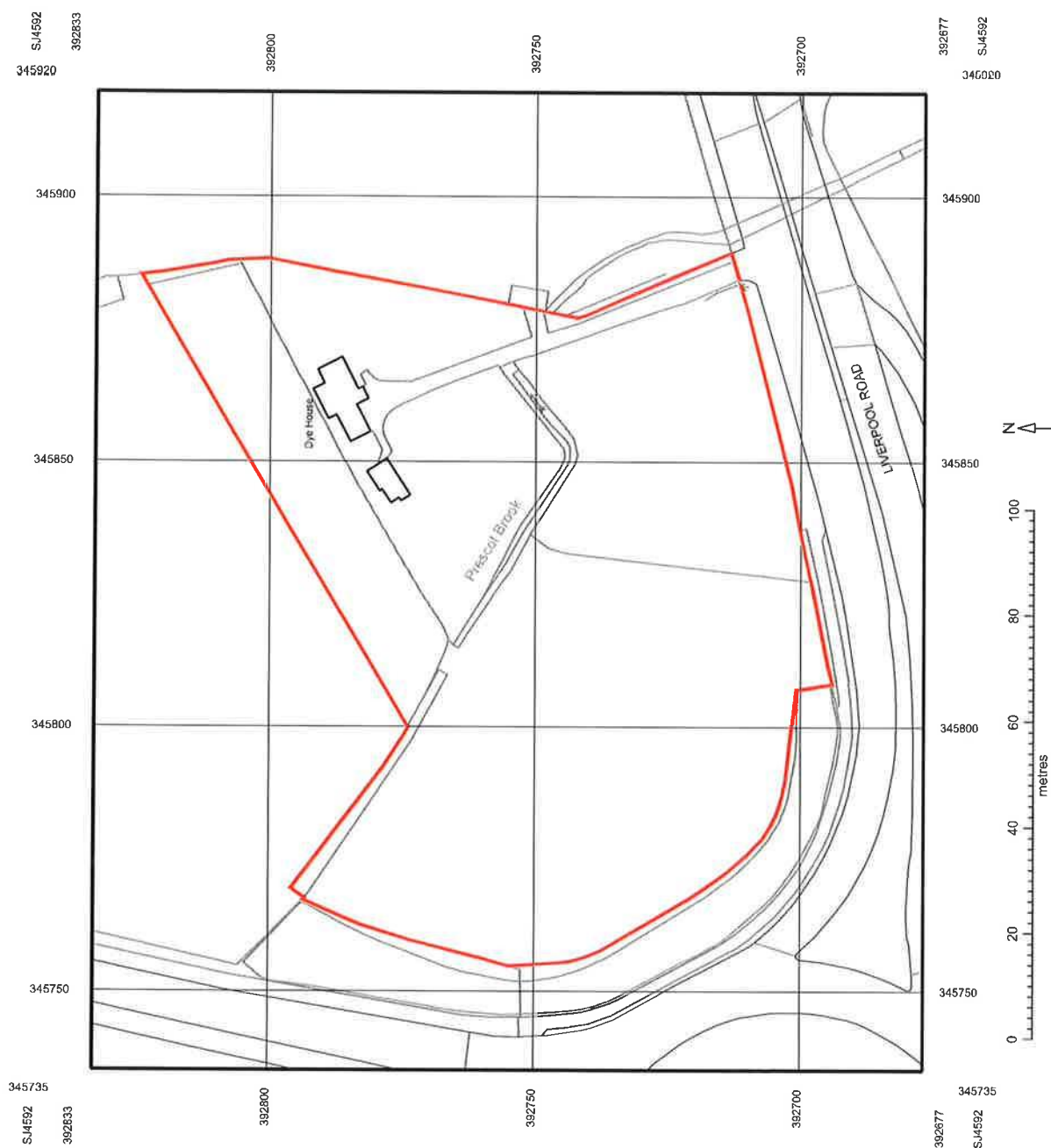


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Appendix 3 Memorandum

Variation to Affordable Housing Mortgagee in Possession Clause

Between [the relevant Owner(s)] and **Knowsley Metropolitan District Council**

Variation to Affordable Housing Mortgagee in Possession Clause

Whereas

- 1 Planning permission ref. was granted subject to an agreement dated [.....] 2024 entered into pursuant to Section 106 of the Town and Country Planning Act 1990 (the **Section 106 Agreement**).
- 2 Paragraph 1 of Part 2 of Schedule 1 of the Section 106 Agreement provides that the obligations of that Deed are not enforceable against any mortgagee or chargee of any registered provider of affordable housing where the terms of that paragraph are complied with - such provision being referred to as an **MIP Clause**.
- 3 This memorandum is signed by the Owner and the Council pursuant to the part of paragraph 1 of Part 2 of Schedule 1 which permits variation or replacement of the form of MIP Clause subject to the Council's acceptance that an alternative MIP Clause is reasonably required to facilitate the exchange of contracts for the specified Affordable Housing Units.
- 4 The Council and the Owner hereby agree that from the date of this Memorandum the following form of MIP Clause shall apply to and be enforceable against the Affordable Housing Units (identified as plots [X] shown on the drawing appended to this Memorandum).

Signed:

On behalf of the Owner

On behalf of the Council