

**KMBC 02.10.2024**

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

**Planning Act 1990**

Relating to application to the demolition of existing building and erection of 9No. dwellinghouses  
including associated parking and landscaping

on land at Dales Bar, Okell Drive, Halewood, Knowsley

Planning Application 23/02832/FUL

Dated 22.10.24

2024

(1) Knowsley Metropolitan Borough Council

(2) Oakmere Homes Limited

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DATE 22.10.24

2024

## PARTIES

- (1) Knowsley Metropolitan Borough Council of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) Oakmere Homes Limited (Co. Reg. No. 12802304) of Office 2.03 Colony One Silk Street Ancoats Urban Village Manchester M4 6AG ("**Developer**")

## INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Developer has agreed to purchase both the freehold and leasehold interests of the Site and has submitted the Application to the Council.
- 3 The parties to this Deed ("Parties") have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 4 The Council is minded to grant planning permission subject to the prior completion of this Deed.
- 5 The Parties agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Regulations 2010 (as amended).

## NOW THIS DEED WITNESSES as follows:

### OPERATIVE PART

#### 1 DEFINITIONS

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

- 1.1 "**Act**" means the Town and Country Planning Act 1990
- 1.2 "**Application**" means the application for planning permission submitted to the Council for the Development and allocated reference number 23/02832/FUL.
- 1.4 "**Committed**" means any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies
- 1.5 "**Development**" means the demolition of existing building and erection of 9 No. dwellinghouses including associated parking and landscaping.
- 1.10 "**Plan**" means the plan at Annex 2

- 1.10 **“Planning Permission”** means the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application a draft of which is at Annex 1 to this Deed
- 1.11 **“Site”** means all that land and buildings against which this Deed may be enforced known as Dales Bar Okell Drive Halewood Liverpool L26 7YL shown edged red on the Plan the freehold of which is registered at HM Land Registry under title numbers MS552717 and MS715669 and the leasehold of part of which is registered at HM Land Registry under title number MS236175 .

## **2 INTERPRETATION**

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

## **3 LEGAL BASIS**

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

**4 THE DEVELOPER'S COVENANT**

The Developer covenants with the Council as set out in the First Schedule.

**5. THE COUNCIL'S COVENANTS**

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

**6. MISCELLANEOUS**

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

6.1.1. the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and

6.1.2 the sum of £315 in respect of the Council's administrative costs for registering the obligations contained in this Deed

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

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

6.4 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.

6.5 Nothing contained or implied in this Deed grants planning permission or other consent or shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a Local Authority and its rights powers duties and obligations under any statute byelaw or regulation may be as fully and effectually exercised as if the Council were not a party to this Deed.

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

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

6.7.1 any notices to be served upon the Developer shall be sent f.a.o. Michael Gore, Office 2.03, Colony, One Silk Street, Ancoats Urban Village, Manchester, M4 6AG; and

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

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

**7. WAIVER**

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

**8. DISPUTES**

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

**9. JURISDICTION**

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

**10. DELIVERY**

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

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

## **FIRST SCHEDULE**

### **Developer's Covenant to the Council**

#### **INTERPRETATION**

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

**"Biodiversity Gain Contribution"** means the sum of £5,500 (five thousand five hundred pounds) to be used by the Council to provide meadow enhancement within the Halewood Triangle Local Wildlife Site, shown edged red on the plan at Annex 3

**"Monitoring Fee"** means the sum of £1,000 (one thousand pounds) towards the additional resource costs to the Council arising from the monitoring of the Development and the obligations arising under this Deed.

#### **COVENANT**

The Developer covenants with the Council to pay the Biodiversity Gain Contribution and the Monitoring Fee to the Council on completion of this Deed.

## **SECOND SCHEDULE**

### **Council's Covenants to the Developer**

The Council hereby covenants with the Developer:

- 1 to use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such per other purposes for the benefit of the Development as the Parties (or their successors in title) shall agree
- 2 that if the Planning Permission is quashed or revoked or otherwise withdrawn or ceases to have effect by operation of law or expires before the Development has commenced then the Council shall on receipt of a written request from the Developer repay the Biodiversity Gain Contribution and the Monitoring Contribution paid to the Council under the terms of this Deed
- 3 that it will pay such part of any payment made to the Council by the Developer (or their successor in title) under the First Schedule of 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
- 4 that it will provide to any person who has paid sums to the Council pursuant to the First Schedule of this Deed such evidence as that person shall reasonably require in order to confirm the expenditure of said sums

## **ANNEX 1 The Draft Planning Permission**



**Knowsley Council**

**REGENERATION AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

**TOWN AND COUNTRY PLANNING ACT 1990**

**PLANNING PERMISSION**

**Application No: 23/02832/FUL**

**Name and address of applicant**

Gormac Developments Limited  
Queensway House  
Waterloo Road  
Widnes  
Cheshire  
WA8 OFD  
United Kingdom

**Name and address of agent**

Enabl  
16 Old Market Place  
Altrincham  
WA14 4DF

**Date of Receipt:** 12 December 2023

**Date Valid:** 14 December 2023

**Address/Location Of Development:**

Dales Bar  
Okell Drive  
Halewood  
Knowsley

**Description of Development:**

**DEMOLITION OF EXISTING BUILDING AND ERECTION OF 9NO.  
DWELLINGHOUSES INCLUDING ASSOCIATED PARKING AND LANDSCAPING**

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 following approved plans and documents:-

- a. Proposed Streetscene - Rev P03 (Received 31/07/2024)
- b. Proposed Site Plan - Rev P07 - (Received 31/07/2024)

- c. Proposed Block Plan - Rev P05 - (Received 31/07/2024)
- d. Location Plan - Rev P04 - (Received 31/07/2024)
- e. Landscape Plan - 01 - Rev F - (Received 19/04/2024)
- f. Arboricultural Survey - (Received 19/04/2024)
- g. Refuse Store Plan and Elevations - Rev P02 - (Received 12/12/2023)
- h. Proposed Side Elevation Block C (1403) - Rev P01 - (Received 31/07/2024)
- i. Proposed Side Elevation Block C (1401) - Rev P01 - (Received 31/07/2024)
- j. Proposed Rear Elevation Block C - Rev P01 - (Received 31/07/2024)
- k. Proposed Front Elevation Block C - Rev P01 - (Received 31/07/2024)
- l. Proposed Roof Plan Block C - Rev P01 - (Received 31/07/2024)
- m. Proposed Second Floor Plan Block C - Rev P01 - (Received 31/07/2024)
- n. Proposed First Floor Plan Block C - Rev P01 - (Received 31/07/2024)
- o. Proposed Ground Floor Plan Block C - Rev P01 - (Received 31/07/2024)
- p. Proposed Side Elevation Block B (1403) - Rev P03 - (Received 31/07/2024)
- q. Proposed Side Elevation Block B (1401) - Rev P04 - (Received 31/07/2024)
- r. Proposed Rear Elevation Block B - Rev P03 - (Received 31/07/2024)
- s. Proposed Front Elevation Block B - Rev P03 - (Received 31/07/2024)
- t. Proposed Roof Plan Block B - Rev P02 - (Received 31/07/2024)
- u. Proposed Second Floor Plan Block B - Rev P04 - (Received 31/07/2024)
- v. Proposed First Floor Plan Block B - Rev P04 - (Received 31/07/2024)
- w. Proposed Ground Floor Plan Block B - Rev P03 - (Received 31/07/2024)
- x. Proposed Side Elevation Block A (1403) - Rev P04 - (Received 31/07/2024)
- y. Proposed Side Elevation Block A (1401) - Rev P04 - (Received 31/07/2024)
- z. Proposed Rear Elevation Block A - Rev P03 - (Received 31/07/2024)
- aa. Proposed Front Elevation Block A - Rev P03 - (Received 31/07/2024)
- bb. Proposed Roof Plan Block A - Rev P02 - (Received 31/07/2024)
- cc. Proposed Second Floor Plan Block A - Rev P04 - (Received 31/07/2024)
- dd. Proposed First Floor Plan Block A - Rev P04 - (Received 31/07/2024)
- ee. Proposed Ground Floor Plan Block A - Rev P03 - (Received 31/07/2024)

Reason: For the avoidance of doubt.

3. No development (except demolition) shall take place until a scheme for the design and layout of highway improvement works has been submitted to and approved in writing by the Council as Local Planning Authority. For the avoidance of doubt, the works shall include but not be limited to:

Site access junction and footway connecting to the existing footway to the south of the site access,

Pedestrian crossing over Okell Drive with tactile paving and dropped kerbs,

Resurfacing of the existing footway between the site access and the bus stop.

The approved scheme shall be implemented before the development is brought into use.

Reason: To ensure the provision of safe and adequate means of access to the development in the interests of highway safety and amenity and to comply with Policy CS19 of the Core Strategy, adopted January 2016

4. Prior to commencement of development a Construction Environmental Management Plan shall be submitted to and agreed 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. Layout of the site compound including identification of areas for the storage of plant and materials, loading/unloading and turning areas for delivery vehicles [for each phase as necessary].
  - b. Management of deliveries including prevention of waiting/layover of construction related traffic on the highway, measures for the control of traffic to and from the site and consideration of any temporary traffic management arrangements which may be necessary during periods of construction. Note reversing on the highway is not permitted without a trained Banksman (RoSPA or equivalent)
  - c. Construction staff parking arrangements
  - d. Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
  - e. Methods for dust control and suppression.
  - f. A programme of works including phasing, if applicable.
  - g. Adequate provision for addressing any abnormal wear and tear to the highway, if applicable.
  - h. The location in a pedestrianised area subject to vehicular access restrictions from 10am - 5pm.
  - i. Details of relevant pest control measures that will be in place, or will be put in place, should evidence of pests become apparent during the construction works.
  - j. Woodland protection measures to minimise run-off, dust and pollution impacts;
  - k. Reasonable Avoidance Measures for protection of great crested newt and common amphibians, in line with paragraphs 4.1.13 and 4.1.14 of the PEA;
  - l. Breeding birds- no tree or scrub removal between 1 March and 31 August inclusive, unless informed by a suitably qualified ecologist, in line with paragraphs 4.1.18 of the PEA;
  - m. Artificial lighting to be aimed away from woodland areas for the protection of bats, in line with paragraph 4.1.24 of the PEA;
  - n. Reasonable Avoidance Measures for protection of hedgehog (Protected Species (NERC, 2006)) and badger, in line with paragraphs 4.1.26 and 4.1.27 of the PEA; and
  - o. Removal or treatment of cotoneaster (invasive species), by a competent contractor, in line with paragraph 4.1.28 of the PEA.

All site works shall then be carried out in accordance with the approved Plan unless otherwise agreed in writing beforehand with the Local Planning Authority

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with saved Policies H5, and ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and Policy CS2 of the Core Strategy, adopted January 2016.

5. Prior to commencement of development (except demolition), a lighting scheme to provide lighting for the private road whilst preventing light spill onto nearby habitats shall be submitted to and be approved 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.

All works shall be carried out in accordance with the approved details and retained as such hereafter.

Reason: In order to appropriate lighting whilst protecting wildlife (including bats) from excessive light.

6. Notwithstanding the submitted plans no part of the development hereby permitted shall commenced until a scheme showing details of the method of delineation between the edge of the adopted highway and the proposed private road has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with the approved details.

Reason: In the interests of the safety and amenity of the residents and users of the proposed highway and to comply with Policy CS19 of the Core Strategy, adopted January 2016.

7. No development (except demolition) shall take place until an assessment of the risks posed by any contamination has been submitted to, and approved in writing by, the Local Planning Authority.

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

The assessment must also be undertaken by a suitably qualified contaminated land practitioner, in accordance with authoritative guidance (CLR 11), and shall assess any contamination on the site, whether or not it originates on the site. Moreover, it must include (were relevant):

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

#### B. Submission of Remediation Scheme

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

C. Implementation of Approved Remediation Scheme

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

D. Reporting of Unexpected Contamination

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

E. Materials Management Plan

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

F. Importation of Soil/Material

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

Reason: In order to prevent harm to human health from contamination.

8. Five working days written notice shall be given to the Arboricultural Officer before commencement of the works hereby granted.

Reason: For the avoidance of doubt and to comply with the application.

9. Prior to occupation of any dwelling, details of a biodiversity enhancement management plan shall have been submitted to and been approved by the local

planning authority. This shall be implemented before the occupation of any dwelling and retained hereafter in accordance with the agreed plan.

Reason: In order to improve biodiversity within the site.

10. Prior to the occupation of any dwellings, details of bird and bat boxes (including their number, location and detailed specification) shall have been submitted to and have been approved by, the local planning authority. All works shall be carried out in accordance with the approved details and retained as such hereafter.

Reason: In order to secure bird and bat boxes on the site to improve biodiversity.

11. The development shall not be brought into use until the areas indicated on Site Plan P23036-FCH-XX-XX-DR-A-1210 Rev P05 be set aside for car parking, servicing, vehicular manoeuvring, and cycle storage) 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.

Reason: In the interests of highway and pedestrian safety and to comply with Policy CS7 of the Core Strategy, adopted January 2016.

12. No construction work shall take place outside the hours of 08:00 - 18:00 hours Monday to Friday, 08:00- 13:00 hours Saturday and not at all on Sundays/Public Holidays.

Reason: In order to avoid harm to amenity.

13. No gates or other obstruction shall be placed across the vehicular access.

Reason: To permit vehicles to pull clear of the carriageway when entering the site, in the interests of highway and pedestrian safety.

14. No dwelling hereby approved shall be occupied until a full fibre broadband connection has been installed and made available for use.

Reason: To support economic growth in accordance with NPPF Para 119.

#### **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:-

#### **KNOWSLEY LOCAL PLAN: CORE STRATEGY**

CS2 - Development Principles

CS7 - Transport Networks

CS8 - Green Infrastructure

CS19 - Design Quality and Accessibility in New Development

CS21 - Greenspaces and Trees

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 (Andrew Hunt on 0151 443 2204)

### **ARTICLE 35 STATEMENT**

The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating with the applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

### **NOTE FOR APPLICANT:**

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

- 1) This planning permission is granted in strict accordance with the approved plans. It should be noted however that:
  - a) Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.
  - b) You or your agent or any other person responsible for implementing this permission should inform Planning Services immediately of any proposed variation from the approved plans and ask to be advised as to the best method to resolve the matter. Most proposals for variation to the approved plans will require the submission of a new planning application.
- 2) This permission is granted subject to conditions and it is the owner of the property and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.
- 3) If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development this is called a "condition precedent". The following should be noted with regards to conditions precedent.
  - a) If a condition precedent is not complied with prior to the start of development, the whole of the development will be unauthorised and you may be liable to enforcement action.
  - b) In addition, if the requirements of a condition precedent are subsequently not complied with, the development is unauthorised and the only way to rectify the development is the submission of a new application.

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

**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.
- As this is a decision for a minor commercial application, if you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice.
- Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

## **ANNEX 2**

### **Plan**

Notes

This document is © Falconer Chester Hall Limited.  
All drawings must be checked and sealed. Any discrepancies on this document to be immediately reported to the Architect. Verify all dimensions and levels prior to construction. This Document shall be read in conjunction with related documents, specifications and associated models.



KEY PLAN



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|      |          |     |         |                        |
|------|----------|-----|---------|------------------------|
| PO3  | 15.03.24 | RB  | RB      | Rad line amended       |
| PO2  | 08.12.23 | RB  | RB      | Client details amended |
| PO1  | 09.04.23 | RB  | RB      | First Issue            |
| Rev: | Date:    | By: | Chk By: | Rev Note:              |

# FALCONER CHESTER HALL



London | Liverpool | Manchester | [www.fcharchitects.com](http://www.fcharchitects.com) | +44(0)151 243 5800

|               |                            |
|---------------|----------------------------|
| Project Title | Okell Drive, Knowsley      |
| Client        | Gormac Developments Ltd    |
| Drawing Title | Location Plan              |
| Drawing No.   | P23036-FCH-XX-XX-DR-A-0100 |
| Status        | Issue suitable for:        |
| S2            | Information                |
| Job No.       | Drawing Stage              |
| P23-036       | Planning                   |
| Rev           | P03                        |
| Drawn By      | RB                         |
| Checked By    | RB                         |

**ANNEX 3**  
**Plan showing**  
**Halewood Triangle Local Wildlife Site**



MG.

THE COMMON SEAL of  
KNOWSLEY METROPOLITAN BOROUGH  
COUNCIL was hereunto affixed in the presence  
of:



Aut

Print Name:

Position

Seal No.

Authority:

Executed as a deed by  
**OAKMERE HOMES LIMITED**  
acting by

.....  
[na]  
a di

.....  
Director

.....  
signature of witness

Name:

Address:

Occupation:

of Witness