

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

Planning Act 1990

Relating to outline application to demolition of existing buildings and outline application for the erection of a logistics warehouse (use class B8))

at John Mason International Ltd ,35 Wilson Road, Huyton, Knowsley L36 6AE

Planning Application 22/00284/OUT

Dated 21st MARCH, 2023

- (1) Knowsley Metropolitan Borough Council
- (2) Linden Hill – Capital Assets – ALX Limited
- (3) QIB (UK) PLC

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EXECUTION OF DEED

DATE

23RD MARCH, 2023

PARTIES

- (1) Knowsley Metropolitan Borough Council of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) Linden Hill – Capital Assets – ALX Limited (co. reg. no. 12816764) whose registered office is at 55 Grosvenor Street London W1K 3HY ("**Owner**")
- (3) QIB (UK) PLC (co reg. no. 04656003) whose registered office is at 43 Grosvenor Street London W1K 3HL ("**Mortgagee**")

INTRODUCTION

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

NOW THIS DEED WITNESSES as follows:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed 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 outline planning permission submitted to the Council for the Development and allocated reference number 22/00284/OUT
- 1.3 "**Commencement of Development**" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "**Commence Development**" shall be construed accordingly

- 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 demolition of existing buildings and the erection of a logistics warehouse (Use Class B8)
- 1.6 **"Index"** means All Items Index of Retail Prices issued by the Office for National Statistics
- 1.7 **"Indexation Date"** means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed
- 1.8 **"Index Linked"** means the contribution is to be adjusted by reference to the amount of any increase in the Index over the period from the Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant contribution to the Council (or where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose the date of application of such sum for the specified purpose) and **"Indexation"** shall be construed accordingly
- 1.9 **"Interest"** means interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time
- 1.10 **"Plan"** means the plan attached to this Deed
- 1.11 **"Planning Permission"** means the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application
- 1.12 **"s.106 Monitoring Fee"** means the sum of £520 (five hundred and twenty pounds) to be paid to the Council and applied towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed
- 1.13 **"Site"** means the property (including land and any buildings) against which this Deed may be enforced as shown edged red on the Plan and more particularly described in the First Schedule
- 1.14 **"Social Value Contribution"** means a sum equivalent to £1.00 (one pound) per square meter of GIA to be constructed pursuant to the Planning Permission such sum to be used by the Council as follows
- (a) 60% (sixty per cent) as a contribution towards supporting the provision of social value delivery relevant to the Development in accordance with the approved Social Value Strategy; and
 - (b) 40% (forty per cent) as a contribution towards the costs of monitoring implementation of the Social Value Strategy by the Council's approved partner organisation
- 1.16 **"Social Value Strategy"** means a strategy for providing training programmes and delivering social value during construction and end use phases of the Development as required and described in the SPD and which has been submitted by the Owner in support of the Application approved by the Council as part of the Planning Permission and annexed to this Deed
- 1.17 **"SPD"** means the Council's adopted SPD "Adding Social Value to Development: Employment and Skills" September 2018

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 Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4 CONDITIONALITY

This Deed shall not take effect unless and until the Council has granted the Planning Permission.

5 THE OWNER'S COVENANTS AND WARRANTY

- 5.1 The Owner covenants with the Council as set out in the Second Schedule.
- 5.2 The Owner hereby warrants and confirms that apart from the parties hereto there are no other persons with a legal estate equitable or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed
- 7.1.1. the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and
- 7.1.2 the sum of £260 in respect of the Council's administrative costs for registering the obligations contained in this Deed
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services, or in the event of any restructuring of posts by the Council such successor as the Council may from time to time determine, and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith secure the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 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:
- a) this Deed shall (except for paragraph b) below) cease to have effect; and
- b) the Council shall forthwith cancel all entries made in the Register of Local Land Charges in respect of this Deed and return to the Owner any payments made under the terms of this Agreement.
- 7.8 No person shall be liable for any breach of any planning obligations or other provisions of this deed after parting with its entire interest in the Site or its interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 Nothing contained or implied in this Deed grants planning permission or other consent or shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a Local Authority and its rights powers duties and obligations under any statute byelaw or regulation may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 7.11 The planning obligations in this Deed shall not be enforceable against:

- 7.11.1 any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant statutory undertaker is occupying the relevant part of the Site face purposes as a statutory undertaker; nor
- 7.11.2 anyone whose only interest in the Site or any part of it is the nature of the benefit of an easement or covenant, or as the owner of the subsoil of any highway within the Site.
- 7.12 Nothing contained or implied in this Deed shall prejudice affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.13 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
 - 7.13.1 any notices to be served upon the Owner shall be sent to 55 Grosvenor Street, Mayfair, London, England, W1K 3HY marked for the attention of Haroun Al-Mishwit; and
 - 7.13.2 any notices to be served upon the Council shall be marked for the attention of the Council's Head of Planning
- 7.13 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.

8 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability to discharge the obligations or for any breach of the obligations contained in this Deed unless it takes possession of the Site and the liability arises or is continuing at the time it is in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9. WAIVER

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

10 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give 14 days' written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11 INDEXATION

Any sum referred to in the Schedules 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

12 INTEREST

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

13 VAT

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

14 DISPUTES

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

15 JURISDICTION

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

15A COUNTERPARTS

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

16 DELIVERY

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

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

FIRST SCHEDULE

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

Details of the Owner's Title

Land comprising the land within title number LA268900 registered at HM Land Registry.

Description of the Site

All that land known as the former John Mason International Ltd site, 35 Wilson Road, Huyton, Knowsley L36 6AE shown edged red on the attached Plan

SECOND SCHEDULE

Owner's Covenants to the Council

The Owner covenants with the Council as follows:

- 1 Prior to Commencement of Development the Owner shall submit the Social Value Strategy to the Council for approval (receipt of which the Council hereby acknowledges and confirms is approved)
- 2 Prior to Commencement of Development the Owner shall pay
 - 2.1 the Social Value Contribution; and
 - 2.2 the s.106 Monitoring Feeto the Council and the Owner shall not Commence Development until the Social Value Contribution and the s.106 Monitoring Fee have been paid.

THIRD SCHEDULE

Council's Covenants to the Owner

The Council hereby covenants with the Owner:

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

ANNEX 1 The Draft Planning Permission



Knowsley Council

REGENERATION AND ECONOMIC DEVELOPMENT

TOWN AND COUNTRY PLANNING ACT 1990

This application is subject to a Section 106 Agreement and needs to be read in conjunction with that Agreement.

PLANNING PERMISSION

Application No: 22/00284/OUT

Name and address of applicant

Linden Hill-Capital Assets-ALX Limited
C/o Agent

Name and address of agent

JLL
Landmark St Peters Square
1 Oxford Road
Manchester
M14PB

Date of Receipt: 9 May 2022

Date Valid: 11 May 2022

Address/Location Of Development:

John Mason International Ltd
35 Wilson Road
Huyton
Knowsley
L36 6AE

Description of Development:

**DEMOLITION OF EXISTING BUILDINGS AND OUTLINE APPLICATION FOR THE
ERECTION OF A LOGISTICS WAREHOUSE (USE CLASS B8) - APPROVAL
SOUGHT FOR ACCESS (APPEARANCE, LAYOUT, LANDSCAPING AND SCALE
RESERVED FOR FUTURE APPROVAL)**

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

1. Before any part of the development hereby granted permission is commenced, approval shall be obtained from the Local Planning Authority with respect to the reserved matters, namely (the layout, scale, appearance, and landscaping). The

reserved matters applications in respect of appearance and scale shall follow the principles set out in the Design Code document ref 12156-AEW-RP-A-0520 REV P2 received 08/02/23.

Reason: The application is in outline form only.

2. Application for approval of reserved matters must be made not later than the expiration of three years from the date of this permission and the development must be begun no later than the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: In order to comply with the requirements of Section 92 of the Town and Country Planning Act 1990 (as amended).

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

Reason: For the avoidance of doubt.

4. No part of the development hereby permitted shall be occupied until a scheme for the design and layout of the site access junction has been submitted to and approved in writing by the Local Planning Authority. The site access junction shall be implemented in accordance with the approved details and shall be available for use prior to occupation. The access shall be kept available for use at all times.

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

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

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

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

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

Reason: To maximise opportunities for travel by modes of transport other than the private car, and to ensure that the development is sustainable and to ensure compliance with saved policy T9 in the Knowsley Replacement Unitary Development Plan, adopted 2006.

6. Any gate or other form of barrier across the access shall be positioned at least 17 metres back from the highway boundary of Wilson Road and shall be constructed to open into the site only.

Reason: To permit vehicles to pull clear of the Highway when entering the site, in the interests of highway and pedestrian safety and to comply with Policy CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016.

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

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

8. Prior to the first occupation of the development hereby permitted a scheme for the provision of lighting for the site shall be submitted to, approved in writing by the Local Planning Authority and fully implemented accordingly.

For the avoidance of doubt, the scheme shall include drawings of the lighting and lighting columns, a site layout indicating positions of the lighting, isolux and luminosity details and manufactures specifications.

Reason: In the interests of amenity, security and ecology and to comply with the National Planning Policy Framework; Policies CS2, CS8 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016.

9. No part of the development hereby permitted, including any works of demolition, shall be commenced until a Construction Environmental Management Plan that details the means of mitigation of construction effects has been submitted and agreed in writing by the Local Planning Authority. This shall include the following:

- a) Methods for the mitigation of noise and vibration from building works, including any piling works, and also from the operation of any temporary power generation or pumping plant which will operate overnight.
- b) Methods for dust control and suppression.
- c) Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
- d) The areas for the storage of plant and materials.

- e) A programme of works, including phasing
- f) Location of site compound, including any loading/unloading areas, turning areas for delivery vehicles and construction staff parking arrangements.
- g) Scheme for recycling/disposal of waste resulting from demolition and construction works
- h) Adequate provision for addressing any abnormal wear and tear to the highway.
- i) Proposed hours of construction (the following is usually acceptable: 0800 to 1800 Monday to Friday, 0800 to 1300 Saturday and not at all on Sundays/Public Holidays).
- j) Pollution prevention measures to prevent impacts to Logwood Mill Brook (in line with paragraph 5.6 of the submitted Ecological Appraisal)
- k) A five metre buffer zone to be marked out and maintained along Logwood Mill Brook to prevent impacts to water vole.
- l) Reasonable Avoidance Measures for protection of hedgehog, in line with paragraph 5.13 of the submitted Ecological Appraisal.
- m) Measures to prevent invasive species being spread on and off site including a validation report confirming the treatment carried out and that the site has been free of the invasive species for 12 consecutive months.

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

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with the National Planning Policy Framework; Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016; Policy WM3 of the Merseyside and Halton Joint Waste Local Plan 2013 and saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

10. 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 a Written Scheme of Investigation (WSI) which has been submitted to and approved in writing by the local planning authority prior to works taking place. The WSI must include:

- A phased programme and methodology of site investigation and recording;
- A programme for post-investigation reporting to include production of a final report of the significance of the below-ground archaeological interest;
- Provision for appropriate publication and dissemination of the archaeology and history of the site;
- Provision for archive deposition of the report, finds and records of the site investigation; and
- Nomination of a competent person or persons / organisation to undertake the works set out within the approved WSI.

Reason: In the interests of archaeological investigation or recording and to comply with Policy CS20 of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

11. The reserved matters applications relating to appearance and layout shall include full details of commercial and industrial waste storage and collection arrangements.

Reason : To ensure adequate waste storage and collection arrangements are provided on the site in accordance with Policy WM9 of the Merseyside and Halton Waste Local Plan.

12. The reserved matters applications shall include full details of the low carbon/ carbon neutral energy technologies which are being installed to power the site.

Reason: To ensure the provision of low carbon and renewable energy technologies in compliance with Policy CS22 in the Knowsley Local Plan Core Strategy.

13. Prior to the implementation of any landscaping or the removal of trees from the site a scheme for replacement tree planting shall be submitted to and approved in writing by the Local Planning Authority. The submitted scheme shall include tree replacement for individual and groups of trees on a 2:1 basis at a minimum of 12-14cm. The scheme should include the location, size and species of the replacement trees.

The tree planting shall be wholly implemented in its finally approved form in accordance with the approved scheme within the first available planting season following the substantial completion of development. Any tree or other planting which is lost, felled, removed, becomes diseased, or is substantially damaged within a period of five years thereafter shall be replaced in kind during the first available planting season following the date of loss or damage.

Reason: In the interests of visual amenity and to ensure the development complies with Saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

14. Prior to the commencement of development hereby submitted a arboricultural method statement shall be submitted to and approved in writing by the Local Planning Authority. The method statement shall include :-

Details of all protective measures required to retain the health and stability of all retained trees and/or hedges on or adjacent the site including; fencing, designated washing and mixing areas, designated site cabin areas, access in and out the site, special surfaces and site supervision.

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

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

15. The development shall be carried out in accordance with the submitted flood risk assessment (Farrow Walsh Consulting/April 2022/ref: FW2197_FRA_001 V1) and the following mitigation measures it details:

- As stated in section 7.1.2, the design and placement of the development will be confined to the Flood Zone 1 outline.
- As stated in section 7.1.3, mitigation measures mentioned in this section are to be included within the design of the development.
- As stated in section 7.3.1, finished floor levels shall be set no lower than 300mm above existing site levels.

These mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the scheme's timing/phasing arrangements. 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 and to ensure compliance with Policy CS24- Local Plan Core Strategy adopted June 2016.

16. The development hereby permitted shall not be commenced until a scheme for the provision and implementation of a surface water regulation system to manage the risk of flooding from both overland flow and from the sewer network, has been submitted to and approved in writing by the Local Planning Authority. The agreed scheme shall be implemented prior to the first occupation of the development.

The surface water drainage scheme should be consistent with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards.

Reason: To prevent increased risk of flooding by ensuring the satisfactory storage of / disposal of surface water from the site and to comply with saved Policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy, adopted January 2016.

17. 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. 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.
- v. The plan shall be implemented in accordance with the timeframes contained within it.

Reason: To ensure effectiveness of the flood risk measures during the lifetime of the development policies CS2 and CS24 of the Knowsley Local Plan. Core Strategy (January 2016).

18. 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 (where 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. Importation of Soil/Material

No soil is to be imported to the site until it has been tested for contamination and assessed for its suitability for the proposed development; a suitable methodology for testing this material should be submitted to and agreed by the Local Planning

Authority prior to the soils being imported onto site. The methodology should include the sampling frequency, testing schedules, criteria against which the analytical results will be assessed (as determined by the risk assessment) and source material information. The analysis shall then be carried out and evidence submitted to and approved in writing to by the Local Planning Authority.

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

19. No development shall commence (excluding the demolition of existing structures and site clearance) until;
- a) a scheme of intrusive investigations has been carried out on site to establish the risks posed to the development by past coal mining activity; and
 - b) any remediation works and/or mitigation measures to address land instability arising from coal mining legacy, as may be necessary, have been implemented on site in full in order to ensure that the site is made safe and stable for the development proposed.

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

Reason : To ensure satisfactory investigations are undertaken and appropriate mitigation measures are undertaken due to the coal mining legacy of the site in accordance with paragraphs 183 and 184 of the National Planning Policy Framework.

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

Reason : To ensure the safety and stability of the development in accordance with paragraphs 183 and 184 of the National Planning Policy Framework.

21. EH to provide wording

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
08/02/2023	12156-AEW-XX-XX-DR-A-0511 REV P5	-	REVISED ILLUSTRATIVE SITE LAYOUT
09/05/2022	12156-AEW-XX-XX-DR-A-0007 REV P2	-	DEMOLITION PLAN
09/05/2022	12156-AEW-XX-	-	TREE FELLING PLAN

	XX-SK-A-0001 REV P2		
08/02/2023	12156-AEW-RP-A-0520 REV P2	-	DESIGN CODE
09/05/2022	12156-AEW-XX-XX-SK-A-0003 REV P2	-	TREE CONSTRAINTS PLAN
22/11/2022	22036-MA-XX-XX-RP-D-TN03	-	TECHNICAL NOTE TRIP GENERATION
09/05/2022	TA01 REV C	-	TRANSPORT ASSESSMENT
09/05/2022	FW2197_FRA_0 01 V1	-	FLOOD RISK ASSESSMENT
09/05/2022	MARCH 2022	-	TREE CONSTRAINTS REPORT
23/05/2022	VERSION 2	-	ARBORICULTURE IMPACT DOCUMENT

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
- CS4 - Economy and Employment
- CS7 - Transport Networks
- CS19 - Design Quality and Accessibility in New Development
- CS22 - Sustainable and Low Carbon Development
- CS24 - Managing Flood Risk
- CS27 - Planning and Paying for New Infrastructure

SAVED POLICIES - KNOWSLEY REPLACEMENT UNITARY DEVELOPMENT PLAN (ADOPTED JUNE 2006)

- ENV2 - Noise and Vibration
- ENV5 - Contaminated Land
- DG4 - Trees and Development
- T5 - Location of Major Traffic Generating New Development
- T8 - Transport Assessments
- T9 - Travel Plans
- EC3 - Primarily Industrial Areas
- National Planning Policy Framework

This informative is only intended as a summary of the reason(s) for the granting of planning permission. Should you require any further details relating to the decision please contact the relevant case officer (Mark Quinn on 0151 443 2381)

ARTICLE 35 STATEMENT

The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating with the applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning

permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

NOTE FOR APPLICANT:

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

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

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

NOTE FOR APPLICANT: The applicant's attention is drawn to the following comments;

- 1 It is an offence to carry out any works within the public highway without the permission of the Highway Authority. The grant of planning permission will require the developer to enter into an agreement under s278 of the Highways Act 1980 with the Council. The applicant is advised to contact the Site Development Team at SiteDevelopment@knowsley.gov.uk to discuss the matter further.
- 2 Breeding birds are protected under the general provision of Section 1 of the Wildlife and Countryside Act 1981 as amended. Whilst the nest is being built or is in use, the eggs, young and nest are protected against intentional and reckless taking, damage and destruction. No tree, scrub or hedgerow felling, management and/or cutting operations should take place during the period 1 March to 31 August inclusive to protect breeding birds.
- 3 In relation to condition 9 the following details are required in relation to the invasive species.

- o Toolbox talk so that contractors are aware of the locations of the Japanese knotweed and how to correctly identify the plant (see Appendix F of Ecological Appraisal);
- o Marking off all stands of the plant with hi-visibility fencing, including a buffer zone of 7 metres;
- o Access to infected areas should be avoided until the plant has been successfully eradicated from the area in line with best practice; and
- o Biosecurity measures to be implemented whilst on site to prevent cross contamination. This involves the cleaning of footwear and machinery, prior to, and on completion of each working window to ensure that Japanese knotweed is not taken off site.

A validation report is then required confirming the remediation treatment carried out and that the site has been free of the invasive species for 12 consecutive months for approval in writing by the Local Planning Authority.

4 Environmental permit - advice to applicant

The site location is within 8 metres of Logwood Mill Brook which is designated a statutory main river. The Environmental Permitting (England and Wales) Regulations 2016 require a permit or exemption to be obtained for any activities which will take place:

- o on or within 8 metres of a main river (16 metres if tidal)
- o on or within 8 metres of a flood defence structure or culverted main river (16 metres if tidal)
- o on or within 16 metres of a sea defence
- o involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert
- o in a floodplain more than 8 metres from the river bank, culvert or flood defence structure (16 metres if it's a tidal main river) and you don't already have planning permission

For further guidance please visit <https://www.gov.uk/guidance/flood-risk-activitiesenvironmentalpermits>

or contact our National Customer Contact Centre on 03708 506

506 (Monday to Friday, 8am to 6pm) or by emailing enquiries@environmentagency.gov.uk.

5 Please see attached consultation response from Cadent GAS

6 Please see attached consultation response from the Fire Authority

7 Pursuant to condition No 16 the submitted drainage scheme shall include the following :

(i) Evidence and justification will be required to demonstrate that in selecting drainage features for post-development situation the surface water drainage discharge hierarchy taking into account the site geological and topographical characteristics has been followed. As requested by National Planning Practice Guidance applications should aim to discharge surface water runoff as high up the following hierarchy of drainage options as reasonably practicable:

- o into the ground (infiltration)
- o to a surface water body
- o to a surface water sewer, highway drain, or another drainage system, and
- o to a combined sewer.

To assess the feasibility of infiltration techniques, evidence must be provided to show that a suitable number of soakaway tests have been completed across the whole site within different geology and to a suitable depth (i.e. a similar depth to the proposed infiltration devices). The tests should be completed according to the BRE 365 method and their results should be submitted with the full application.

(ii) A SuDS aims to minimise the impacts from a proposed development on water quantity and quality and maximise amenity and biodiversity. In designing an appropriate set of SuDS techniques for a development site, the LLFA will therefore be expecting above ground, green SuDS to be prioritised to promote water quality, amenity and biodiversity. In the outline planning application, no above ground and green SuDS have been considered.

(iii) The exiting drainage system on the site has not been surveyed and it is not clear whether or not it will/can be used for post development situation. As part of the survey, the existing connection points to public sewer system(s) or outfall(s) to the Logwood Mill Brook should be determined.

(iv) Should the surface water from the proposal is to connect to the public sewer system or the Logwood Mill Brook, provision of evidence that the site has an agreed discharge point and rate for post-development situation from responsible authorities (Untied Utilities and Environment Agency respectively) will be required.

(v) At a number of points the site is crossed by public sewers, the developer is advised that they will need to consult United Utilities and obtain agreement for building over, easement width, or diversion of the public sewer.

(vi) The proposed greenfield Qbar runoff rate from the post development site is acceptable. Where the post development maximum discharge rate is set to the greenfield Qbar, the attenuation storage must be estimated using the 1 in 100 6 h duration plus 40% CC event. Depending on the infiltration feasibility on the site and taking the 1 in 100 6 h duration plus 40% CC event for the estimation of attenuation storage, the type, size and placement of attenuation storage adopted may alter.

(vii) Drainage system network proposals should be designed to cope with events up to the 1 in 100 plus 40% CC events. We note that the 1 in 30 event has been considered in designing the surface water drainage network. Should this event magnitude is considered for the final design, the proposed system should be simulated using the 1 in 100 plus 40% CC event and results should be able to demonstrate that at what points surcharges and floodings occur, what would be the volume of flood water, where the flood water flows and/or pools, and what is maximum flood water depth and velocity during such an event. It should be demonstrated that the flood water during the 1 in 100 plus 40% CC event will be retained within the site boundary, and not affect the buildings, and the site will be operational at such a time.

(viii) Water quality should be taken into account as part of the proposed drainage design. It will be required to demonstrate that adequate water quality of the off-site surface water flows (draining into a sewer, watercourse and ground) in accordance with the Simplified Index Approach as set out within Section 26 of the SUDS Manual (C753) can be achieved. In this case that an industrial yard is proposed, water quality risk to surface water bodies and groundwater should be assessed (screening risk or detailed risk assessment) and mitigation measures to be adopted to ensure that risk

to both surface water bodies, and groundwater are effectively managed (see Table 26.1 of the SUDS Manual).

(ix) In Section 5.6.2 of the FRA report, it has stated "Leicestershire". To be amended.

(x) In Sections 5.6.6 and 5.6.7 of the FRA report, features of catchpits, filter drains, Type C permeable paving, treatment trenches and cellular crates have been mentioned. If they are retained in the final design at the full planning application, their full construction details will be required.

(xi) Exceedance routes of surface water should be provided for the post development situation. It is recommended that based on the exceedance routes and flow depth produced,

finished floor levels for proposed building, access roads and car parking to be set. A 1 in 200 years plus 40% event would normally be considered as the Exceedance event and expected that where manholes are surcharged to be identified, and volume and maximum depth of flood water and where the flood water pools or flows to be determined.

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

(xiii) An updated Model Information (Micro Drainage or similar approved) considering above points will be required. Results showing all the modelling criteria and summary network results including attenuation mechanism for 1 in 2 years, 1 in 30 years and 1 in 100 years plus 40% CC storm events at critical durations along with maximum water level, flow and velocity and details of any surface flooding anticipated will be required.

(xiv) Detailed Drainage Scheme Plan will be required showing the layout of the proposed drainage network, post development impermeable area, post development catchment areas to each SUD feature, SUDs features adopted for interception of first 5mm of rainfall, the location of the storage within the proposed development, connection points and how these relate to the submitted calculations, including any chamber, pipe numbers, direction of flow, invert and cover levels, gradients, diameters and dimensions.

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

(xvi) A timetable for implementation of the drainage works including an assessment of any phasing of the development if applies.

Date:

IMPORTANT NOTES FOR YOUR ATTENTION:

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

Appeals to the Secretary of State

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

ANNEX 2 The Plan

ANNEX 3
The Approved Social Value Strategy

Social Value Statement

Linden Hill – Capital Assets – ALX Limited

35 Wilson Road, Huyton



Contents

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	Appendix 1 – Social Value Strategy and Forecast	

1. Introduction

In consultation with Fusion 21, as part of Knowsley Council, a Social Value Statement (SVS) has been produced in line with the Council's '*Adding Social Value to Development: Employment and Skills*' supplementary planning document (SPD).

The SVS sets out Fusion 21's approach to adding Social Value in accordance with the aforementioned SPD.

The applicant, Linden Hill- Capital Assets-ALX Limited (Linden Hill hereafter), proposes to redevelop and regenerate the application site which is expected to result in the delivery of a high quality nationally focussed logistics facility with high green credentials, the development of which is expected to deliver both construction and operational job opportunities. This is likely to deliver between 216 and 293 jobs during the operational phase. The number of construction jobs is not known but is expected to be significant.

In delivering on these jobs, the applicant commits to complying with the council's objectives which includes a contribution of £19,116.00 which is broken down as £11,470 Social Value Contribution and £7,646 Social Value monitoring fee. This demonstrates Linden Hill's commitment to bringing opportunities forward for the community during the construction phase.

In line with paragraph 2.7 of the SPD the proposal will ensure that '*major development contributes towards addressing Knowsley's current skills shortages and it will ensure that there is a better, appropriately skilled local workforce, which can provide a pool of talent for both developers and end occupiers*'. Linden Hill will work with Fusion 21 to ensure jobs offered are accessible to the local community, particularly construction based jobs which will offer training opportunities throughout the various stages of construction. The end occupier is not known at this stage.

The applicant's commitment to working with the community will also contribute to important credits in ensuring the proposed development can deliver a BREEAM excellent building.

Appendix 1 sets out Fusion 21's draft strategy setting out a variety of measures which the applicant will endeavor to deliver with Fusion 21 and a breakdown of the contribution which will be secured through a Section 106 agreement

A draft copy of the Heads of Terms relating to the financial contribution set out above has also been prepared and will be submitted as a separate document in support of this planning application.



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Appendix 1

Social Value Strategy

Wilson Road Industrial Development

Date:	28 April 2022
Fusion 21 Ref:	TBC
Developer name:	Linden Hill – Capital Assets – ALX Limited
Development overview:	‘Demolition of Existing Buildings and Erection of Building for Employment Use (Use class B8) with, service yard, car parking and landscaping, Wilson Road, Huyton’
Site name/address:	35 Wilson Road, Huyton Business Park, Huyton, Merseyside, L36 6AE

Social Value Strategy

It is a planning condition that Linden Hill – Capital Assets – ALX Limited submit a social value strategy for the development at Wilson Road, Knowsley. On approval of this plan by Knowsley Borough Council (KMBC) it will form a compliance document and will be implemented by Linden Hill – Capital Assets – ALX Limited with support from the main contractor on this project. Where appropriate, sub-contractors will be expected to contribute towards the delivery of social value targets on site. Fusion21 have been engaged by KMBC for the delivery of this overarching strategy and subsequent strategies for reserved matters applications for the duration of the development/build. As such, Fusion 21 will support Linden Hill – Capital Assets – ALX Limited to create a site-specific social value delivery plan and Fusion21 will lead on monitoring and reporting of social value activity on this site.

The Section 106 agreement indicates a target for social value weeks delivery which for this development is 155 weeks. KMBC shall approve the SVS in accordance with the terms of the Agreement.

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

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

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

Activity Profile

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

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

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

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

Our Strategy:

Fusion21 will use its forecasting model to determine the total number of social value weeks that will be required based on the type of project, the construction cost and its duration. (Note: this has been done and is forecast to be 155 weeks)

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

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

End user social value:

- Linden Hill – Capital Assets – ALX Limited will make Fusion 21 aware once an end-user has been identified for the development.
- Fusion 21 will support the end-user(s) to complete an end-use matrix which will identify employment opportunities for local people.
- Fusion 21 will work with local partners to recruit local people into these positions as much as possible.

Appendix 1

Explanation Forecasted Weeks

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

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

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

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

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

Appendix 2

Monitoring and Reporting

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

We will monitor and report on:

- Direct achievements against the baseline target weeks of 155

Supplementary/Additional weeks

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

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

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

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

Social Value Through Planning

Social Value Weeks

Date:

28/04/2022

Planning Reference:

TBC

Address:

35 Wilson Road, Huyton Business Park, Huyton, Merseyside, L36 6AE

Development Overview:

'Demolition of Existing Buildings and Erection of Building for Employment Use (Use class B8) with service yard, car parking and landscaping, Wilson Road, Huyton'

Planning / Development information

Planning Class	Development Type	Area m ²
B8 Storage or distribution	Warehouse & distribution centre	19,116

Social Value Contribution

B8/Social weeks forecast	End use opportunity potential	Financial Contribution
155	High	£19,116
	Social Value Contribution (60%)	£11,470
	Social Value Monitoring (40%)	£7,646

Key Contacts

Planning	Developer	Fusion21
Mark Cawood	Linden Hill – ALX Limited	Sarah Maguire

This forecast has been produced using Fusion21's bespoke target forecasting model. This uses building prices per m² by planning class sourced from Spon's Architects and Builders Price Book to forecast the labour requirements of the development. The target number of weeks (termed 'Employment and Skills' or 'Social Value' weeks) is driven by regional historical information, CSH data from CITB and LMI data indicating future skills gaps.

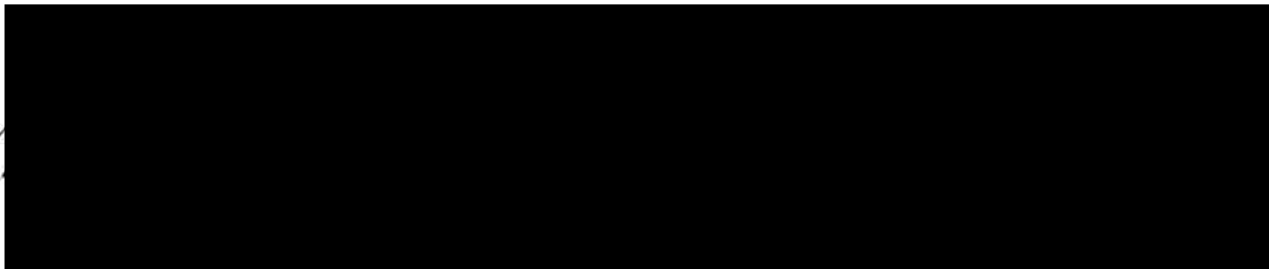
All data is updated annually to reflect any fluctuations in building prices and industry predictions.



GARDEN ALMSHOUSES

FOR QIB UK PLC:

KNBC



EXECUTION

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




)
)



Seal No 31133

AUTHORITY:-
22/00284/OUT
M. QUINN
K. FOSTER
03/03/23

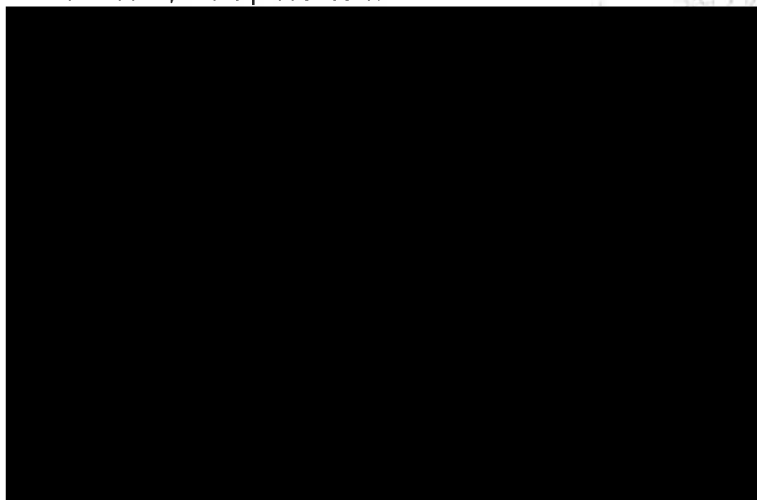
Authorised Signatory: K. DAVIES, SNR SOLICITOR

Executed as a deed by
**LINDEN HILL - CAPITAL
ASSETS - ALX LIMITED**
acting by



[print name of director]

a director, in the presence of:

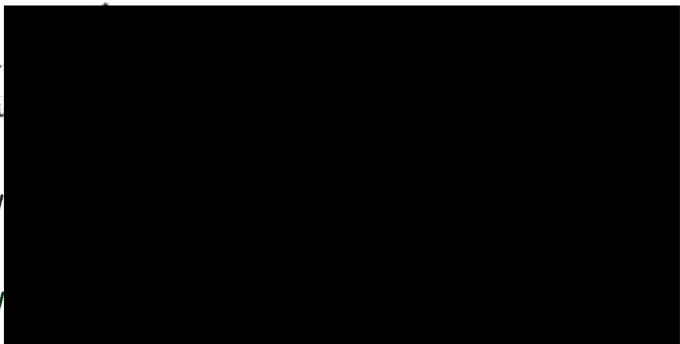
of Witness

EXECUTED as a DEED by)

QIB (UK) PLC)

acting by two authorised signatories)
duly authorised for and on
its behalf in the presence
of a witness

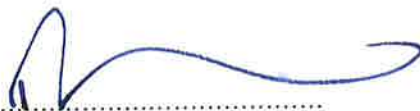
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Witness address:.....

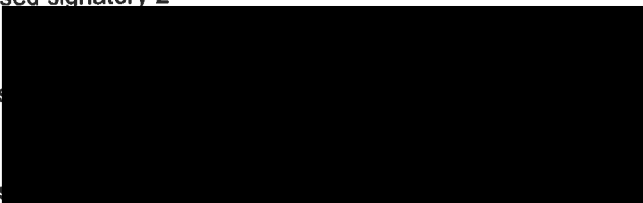
QIB (UK) Plc
43 Grosvenor Street
London W1K 3HL

.....



Authorised signatory 2

Witness



Witness

Witness address:.....

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43 Grosvenor Street
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