

**Planning Obligation by Deed of Agreement under Section 106 of the
Town and Country Planning Act 1990**

relating to land adjacent to 35 Greenes Road, Whiston, L35 3RE

Dated 19 July 2022

- (1) Knowsley Metropolitan Borough Council
- (2) Newsham Park Estates Limited

Planning Application Number: 21/00783/FUL

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EXECUTION OF DEED

DATE

19 July

2022

PARTIES

- (1) KNOWSLEY METROPOLITAN BOROUGH COUNCIL of Municipal Buildings
Archway Road Huyton Knowsley Merseyside L36 9YU ("Council")
- (2) NEWSHAM PARK ESTATES LIMITED (Company Registration Number
06382844) whose registered office is at 25 Belmont Drive, Liverpool, L6 7UW
("Owner")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of land registered as freehold with Her Majesty's Land Registry under title numbers MS517681 and MS504316 and MS164120 together making up the Site shown outlined in red for the purpose of identification on the Plan.
- 3 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 herein without which the Application would not be considered compliant with policy and would otherwise be refused.
- 4 The Council decided by way of delegated authority to grant planning permission subject to the prior completion of this Deed.
- 5 The parties to this Deed agree that the planning obligations comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990 (as amended).
"Application"	the application for full planning permission submitted to the Council for the Development and allocated reference number 21/00783/FUL.

"Commencement of Development" the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.

"Committed" any Contribution which the Council has allocated for expenditure relevant to the purpose for which the Contribution 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 provisions of the works and /or services and/or supplies

"Contributions" the financial contributions to be paid to the Council whose amounts are defined (subject only to being Index Linked) in the Second Schedule to this Deed save for the Monitoring Fee which shall not be Index Linked

"Development" the erection of 22 (twenty two) No. apartments and associated parking and landscaping as set out in the Application.

"Dwelling" any dwelling to be constructed pursuant to the Planning Permission.

"Index" All Items Index of Retail Prices issued by the Office for National Statistics.

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

"Index Linked" means the Contribution is to be adjusted by reference to the amount of any increase in the applicable Index over the period from the

	Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant contribution to the Council (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.
“Interest”	interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time.
“Occupation” and “Occupied”	occupation for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction, fitting out or decoration or temporary occupation for marketing or display or in relation to security operations and “Occupy” shall be construed accordingly.
“Plan”	the plan attached to this Deed.
“Planning Permission”	the planning permission subject to conditions to be granted by the Council pursuant to the Application to be granted in substantially similar form as that which is set out in the Fourth Schedule.
“Site”	the land against which this Deed may be enforced as shown edged red on the Plan and described in the First Schedule.
“Working Days”	means a day that is not Saturday or Sunday Christmas Day Good Friday or any day that is a bank holiday in England

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

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

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission

save for the provisions of this clause, Clauses 7 (miscellaneous), 9 (change of ownership), 13 (dispute resolution), 14 (jurisdiction) and 15 (delivery) which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

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

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed
- 7.1.1 the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed to a maximum sum of £1,785; and
- 7.1.2 the sum of £260.00 (two hundred and sixty pounds) in respect of the Council's initial fee for registering the obligations contained within this Deed.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against
- 7.9.1 save for paragraph 4 of Part 2 of the Second Schedule but nevertheless subject always to paragraph 7 of Part 2 of the Second Schedule owner-occupiers or tenants of the Dwellings constructed pursuant to the Planning Permission their lender nor against those deriving title from them; or
- 7.9.2 any statutory undertaker or utility provider holding an estate easement or interest in the Site or part thereof insofar as the relevant statutory undertaker or utility provider is occupying the relevant part of the Site for its purposes as a statutory undertaker or utility provider nor against plant equipment conduits or structures located within the Site for its operational purposes.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.12 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party as detailed in this Deed or such other address notified in writing to the other party from time to time.
- 7.13 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the new permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission (or the Secretary of State or Inspector in their determination of such appeal) indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council 5 Working 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.

10 INDEXATION

Any Contribution referred to in Second Schedule shall be Index Linked and where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose such sum shall also be Index Linked.

11 INTEREST

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

12 VAT

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

13 DISPUTE PROVISIONS

- 13.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 13.5 The provisions of this clause shall not affect the ability of the Council or the Owner to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

14 JURISDICTION

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

15 DELIVERY

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

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

FIRST SCHEDULE

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

Details of the Owner's Title

All that land known as:

Land on the west side of Paradise Lane, Whiston comprising the land within title number MS164120 registered at the Land Registry;

35 Greenes Road, Whiston, Prescot, L35 3RE comprising the land within title number MS504316 registered at the Land Registry; and

Land lying to the south west of Greenes Road Whiston, Prescot comprising the land within title number MS517681 registered at the Land Registry;

Description of the Site

All that land known as Land adjacent to 35 Greenes Road, Whiston, L35 3RE shown edged red on the attached Plan

SECOND SCHEDULE

The Owner's Covenants with the Council

PART 1

OFF SITE PUBLIC OPEN SPACE

Interpretation

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

"Amenity Space Contribution" shall mean the sum of £1,986.88 (one thousand nine hundred and eighty six pounds and eighty eight pence) payable to the Council as a contribution towards Whiston Greenway and Penny Drive Public Open Space path repair and tree planting project.

"Children and Young People Contribution" shall mean the sum of £1,712.48 (one thousand seven hundred and twelve pounds and forty eighty pence) payable to the Council as a contribution towards the Foxshaw Close Play Boundary and Surfacing Renewal Project.

"Outdoor Sports Provision Contribution" shall mean the sum of £10,014.48 (ten thousand and fourteen pounds and forty eight pence) payable to the Council as a contribution towards the Football Hub Project at Windy Arbor Playing Fields.

"Parks and Gardens Contribution" shall mean the sum of £12,717.04 (twelve thousand seven hundred and seventeen pounds and four pence) payable to the Council as a contribution towards the Stadt Moers Park 'Paradise Lane Entrance and Car Park Improvement Project'.

"Public Open Space Off Site Contribution" shall mean the sum of £26,430.88 (twenty six thousand four hundred and thirty pounds and eighty eight pence) comprising the Amenity Space Contribution, Children and Young People Contribution, Outdoor Sports Provision Contribution and Parks and Gardens Contribution.

Covenant

2. The Owner covenants with the Council as follows –

- 2.1 To pay the Public Open Space Off Site Contribution prior to first Occupation of a Dwelling on the Development; and

- 2.2 Not to Occupy or permit the Occupation of any of the Dwellings on the Development until the Public Open Space Off Site Contribution has been paid to the Council in full pursuant to paragraph 2.1 above.

PART 2

AFFORDABLE HOUSING

In this schedule the following shall have the following meanings:

"Affordable Housing" means affordable housing as described and defined in annex 2 of the NPPF (2021) or any planning policy guidance notes, written ministerial statements or circulars which may supersede it.

"Affordable Housing Provision" means ten per cent (10%) of the total number of Dwellings to be provided as Affordable Housing in accordance with the Affordable Housing Scheme. In calculating the number of dwellings any figure of 0.5 or above shall be rounded up and any figure of less than 0.5 shall be rounded down.

"Affordable Housing Scheme" means the scheme to be agreed under paragraph 1 of Part 2 of this Second Schedule of this Deed which shall include details of

- (i) the location of the Affordable Housing Units (Section 106) on the Site including by reference to a plan;
- (ii) the arrangements for the transfer of the Affordable Housing Units (Section 106) to a Registered Provider by way of freehold or long leasehold;
- (iii) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing Units (Section 106).

"Affordable Housing Units (Section 106)" means the two Dwellings (one x 1 bedroom and one x 2 bedroom) to be provided as Affordable Rented Units or such other form of "Affordable housing for rent" as may be agreed by the Council in writing which together make up the Affordable Housing Provision including their plots and allocated parking space and/or garage as may be required and "Affordable Housing Unit (Section 106)" shall be construed accordingly.

"Affordable Rent" means the rent charged for an Affordable Rented Unit which is up to 80% (eighty percent) of local market rent including Service Charge or such other figure as is required by national policy from time to time but not exceeding the Local Housing Allowance for a similar type of property in the relevant rental market area allowing for any modifications to a level of allowance as published by the Government as calculated using the RICS approved valuation methods.

"Affordable Rented Unit" means rented housing provided by a Registered Provider let at Affordable Rent and which complies with the definition of "Affordable housing for rent" in annex 2 of the NPPF and the Council's Delivering Affordable Housing Policy KMBC Developer Contributions SPD June 2016.

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

“Nominations Agreement” means an agreement between the Council and the Registered Provider in relation to the allocation of the Affordable Housing Units (Section 106) as Affordable Rented Units.

“Non Section 106 Units” means any Dwelling which is not an Affordable Housing Unit (Section 106).

“NPPF” means the National Planning Policy Framework (July 2021) or any planning policy statement guidance notes, written ministerial statement or circulars which may supersede it and which is current at the date of this Deed.

“Occupation” means the same as in clause 1 of this Deed and “Occupant” shall be read accordingly.

“Receipts” means the aggregate receivable in each 12 month period in respect of a) the net premium receivable on each disposal of the equity retained on a shared ownership housing unit or other form of intermediate housing after deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative valuation and legal costs and fees) and b) the net premium payable by any person exercising any right to buy an interest in an Affordable Housing Units (Section 106) after the deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative valuation and legal costs and fees) and c) the amounts repayable to central government or any Registered Provider by any person that has exercised a right to buy an interest at a preferential rate.

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

“Regulator of Social Housing” means the Government’s agency for regulating registered providers of social housing and publishing rent standards which definition shall include any successor agency/organisation taking over such functions.

“Service Charge” means the amount payable by the owner or occupant of any Affordable Housing Units (Section 106) for all services repairs maintenance and improvements of a communal nature and insurance of the building and curtilage (where relevant) including estate management costs to the extent that all costs in the Service Charge have been reasonably incurred.

The Owner covenants with the Council as follows –

AFFORDABLE HOUSING SCHEME

- 1.1 Prior to Commencement of Development to submit the Affordable Housing Scheme to the Council for approval in writing. Commencement of Development shall not take place until such time as the Affordable Housing Scheme has been approved in writing by the Council.

- 1.2 To construct lay out and complete the Affordable Housing Units (Section 106) in accordance with the Planning Permission and the approved Affordable Housing Scheme and the provisions of this Second Schedule.

CONSTRUCTION OF DWELLINGS

- 2.1 The Owner will or will procure the construction and completion of the Affordable Housing Units (Section 106) together with all necessary services connections and infrastructure ready for Occupation prior to Occupation of ten of the Non Section 106 Dwellings and shall not Occupy or permit the Occupation of more than nine of the Non Section 106 Dwellings until this has been done.
- 2.2 Construction of the Affordable Housing Units (Section 106) shall be as follows –
 - 2.2.1 constructed in accordance with the standards specified by the Regulator of Social Housing or equivalent successor body in the latest version of its Design and Quality Standards at the time of construction and to no less standard than nor visually distinguishable from the Non Section 106 Dwellings; and
 - 2.2.2 completion of such Affordable Housing Units (Section 106) shall be deemed to be either when the NHBC Buildmark Certificate Choice (or similar equivalent) shall have been issued in respect of the Affordable Housing Units (Section 106) or when the local authority building control or approved inspector certifies them all as complete if earlier.

DELIVERY MECHANISM

- 3 The Owner covenants as follows:
 - 3.1 prior to the Occupation of any Dwelling to transfer the Affordable Housing Units (Section 106) to the Registered Provider by way of freehold or long leasehold and not to permit the Occupation of the Dwellings until this has been done.
 - 3.2 to ensure that any transfer shall include provisions requiring the Affordable Housing Units (Section 106) not to be used or Occupied other than in accordance with the provisions of this Part 2 of the Second Schedule and be subject to the nominations rights in favour of the Council provided for in paragraph 4.
 - 3.3 to ensure that the Affordable Housing Units (Section 106) are let to Occupants for an Affordable Rent in accordance with this Deed and to provide evidence to the Council that the rent set is in accordance with the Government's rent policy for Affordable Rent prior to first Occupation and thereafter from time to time (but not more than once in each 12 month period) if reasonably requested in writing by the Council within 15 Working Days of such request.
 - 3.4 to ensure full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Housing Units (Section 106).
 - 3.5 to ensure full and free rights for the passage of water soil electricity gas if provided and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Units (Section 106).

- 3.6 the Owner shall not without the Council's written consent dispose of the Affordable Housing Units (Section 106) except to a Registered Provider and subject always to the provisions of paragraph 3.2 above. For the avoidance of doubt this paragraph shall not prohibit or prevent the Owner from mortgaging or otherwise charging the Site or part thereof.
- 3.7 that if the Development involves the creation or employment of a management company there shall be a management company for all of the common parts which serve all the Dwellings.

OCCUPATION

- 4 Subject to the provisions of paragraph 7:
- 4.1 from the date of practical completion of the Affordable Housing Units (Section 106) they shall only be used for Affordable Housing; and
- 4.2 not to allow the Affordable Housing Units (Section 106) to be Occupied otherwise than as Affordable Rented Units.
- 4.3 the Affordable Housing Units (Section 106) shall be subject to the following nomination rights:
- 4.3.1 100% (one hundred percent) of the Affordable Housing Unit (Section 106) are to be available for Occupation by nominees of the Council and the timescales and procedures for nominations shall be determined by the Nominations Agreement:
- 4.3.1.1 in the form specified by the Council; and
- 4.3.1.2 such agreement to be entered into no later than two months prior to first Occupation of the Affordable Housing Units (Section 106)
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- 4.3.2 nominees of the Council shall Occupy the Affordable Housing Units (Section 106) as soon as reasonably practical following the date of completion of the Affordable Housing Units (Section 106) ("the Initial Lettings")
- 4.3.3 upon a Registered Provider obtaining vacant possession of the Affordable Housing Units (Section 106) after the Initial Lettings 50% (fifty percent) of all subsequent lettings and re-letting of the Affordable Housing Unit (Section 106) shall be to nominees of the Council and the timescales and procedures for nominations shall be determined by the Nominations Agreement.

REGISTERED PROVIDER

- 5 If the Registered Provider at any time while having a legal interest in the Dwellings was but ceases to be accredited or approved by the Regulator of Social Housing or its equivalent successor body:
- 5.1 to give notice in writing within 5 (five) Working Days to the Council of the cessation of accreditation or approval;
- 5.2 as soon as reasonably possible if required by the Council and subject to obtaining all necessary consents from the Regulator of Social Housing to transfer its legal interest in the Dwellings to another Registered Provider subject to the provisions of this Deed or to remedy any circumstances giving rise to the cessation of accreditation or approval with the Regulator of Social Housing so as to obtain accreditation or approval; and
- 5.3 until such time as the Dwellings are transferred if required by the Council or until such accreditation or approval is obtained pursuant to paragraph 5.2 not to increase any rents or service charges above the levels prevailing at the time that the Registered Provider ceased to be approved or accredited.

APPLICATION OF RECEIPTS

- 6.1 In the event that a tenant or other Occupier of the Affordable Housing Units (Section 106) exercises the right to buy or right to acquire including the right to acquire a further equity interest under applicable legislation to use or procure the use of the Receipts to fund the provision of further Affordable Housing in accordance with the provisions of paragraph 6.2.
- 6.2 In respect of the Affordable Housing Units (Section 106):
- 6.2.1 to give notice to the Council as soon as reasonably possible following any disposal and to thereafter calculate the Receipts and thereafter notify the same in writing to the Council;
- 6.2.2 such Receipts shall be used for the provision of further Affordable Housing within the administrative boundaries of Knowsley on a basis to be prescribed by the Council and within such reasonable timescales as shall be specified by the Council; and
- 6.2.3 the Receipts shall be held in a separate designated account by the Registered Provider and it shall at least once a year supply to the Council a statement showing monies held on such account with such supplemental information showing how such funds are derived and the use of such sums in accordance with the provisions of paragraph 6.2.2 as the Council may require to satisfy itself that monies are being used for the provision of Affordable Housing in Knowsley

EXCLUSIONS

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

7.1 a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units (Section 106) or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- (i) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units (Section 106) and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units (Section 106) to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (ii) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units (Section 106) free from the affordable housing provisions in this Agreement which provisions shall determine absolutely

PROVIDED FURTHER THAT all times the rights and obligations in paragraph 7.1 shall not require the Chargee to act contrary to its duties under the charge or mortgage or other security documentation.

7.3 a tenant who has exercised a right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) and any mortgagee or chargee of a Dwelling or any persons deriving title from any of them; or

7.4 a tenant who has exercised any statutory right to buy preserved right to buy or voluntary right to buy (or any equivalent contractual right) and any mortgagee or chargee of a Dwelling or any persons deriving title from any of them.

PART 3

MONITORING FEE

The Owner covenants with the Council as follows:

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

1. Upon completion of this Deed the Owner shall pay the Monitoring Fee to the Council.

THIRD SCHEDULE

Council's Covenants

Use and repayment of financial contributions

- 1 The Council hereby covenants with the Owner to use all Public Open Space Offsite Contribution received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and Council shall agree.
 - 2 The Council covenants with the Owner that it will repay to the Owner such amount of any Contribution made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if such sum has been Committed to be spent by the Council within fifteen (15) years of the date of receipt by the Council of the payment) such payments to be paid together with interest at Barclays Bank PLC's base rate from time to time for the period from the date of payment to the date of refund.
 - 3 The Council shall within 20 Working Days of receipt of request provide to the Owner such evidence, as the Owner shall request in writing in order to confirm the expenditure of the sums paid by the Owner under this Deed.
 - 4 The Council shall issue the Planning Permission within 5 Working Days of the date hereof
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FOURTH SCHEDULE
The Draft Planning Permission



Knowsley Council

REGENERATION AND ECONOMIC DEVELOPMENT

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION

Application No: 21/00783/FUL

Name and address of applicant

Built Group Ltd
278 St Mary's Road
Liverpool
L19 1QD

Name and address of agent

Level 2 Architects Ltd
28-30 Grange Road West
Birkenhead
CH41 4DA

Date of Receipt: 6 October 2021

Date Valid: 6 October 2021

Address/Location Of Development:

Land Adjacent To
35 Greenes Road
Whiston
L35 3RE

Description of Development:

ERECTION OF 22NO APARTMENTS AND ASSOCIATED PARKING AND LANDSCAPING

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

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

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

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

Reason: For the avoidance of doubt.

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

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

4. A. Risk Assessment

No development shall commence 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. Ground Gas Risk Assessment

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

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

C. Submission of Remediation Scheme

Where land affected by contamination is found which poses unacceptable risks, no development shall take place until a detailed remediation scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme must include an appraisal of remediation options, identification of the preferred option(s), the proposed remediation objectives and remediation criteria, and a description and

programme of the works to be undertaken including the verification plan. As a minimum, the scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to its intended use.

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

E. 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.

F. Materials Management Plan

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

G. 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.

5. No part of the development hereby permitted shall be commenced until a Construction Management Plan has been submitted to and agreed in writing by the Local Planning Authority that details the means of mitigation of construction / demolition effects. This shall include but not be limited to 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. Management of deliveries including prevention of waiting/layover of construction related traffic on the highway, measures for the control of traffic to and from the site and consideration of any temporary traffic management arrangements which may be necessary during periods of construction. Note reversing on the highway is not permitted without a Banksman.
- h. Scheme for recycling/disposal of waste resulting from demolition and construction works
- i. Adequate provision for addressing any abnormal wear and tear to the highway.
- j. Details of relevant pest control measures to be taken during the construction phase.

All site works shall then proceed only in accordance with the approved Construction Management Plan.

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 WM9 of the Merseyside and Halton Joint Waste Local Plan 2013 and saved Policies H5 and ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

6. No work for the construction of this development, including demolition and deliveries to and from the site shall take place on the site, except between the hours:
- 08.00 - 18.00 Monday to Friday;
 - 08.00 - 13.00 on Saturdays; and
 - Not at all on Sundays, Bank Holidays or Public Holidays.

Reason: To safeguard the amenities of nearby residents and to comply with Saved Policies S2 and H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

7. No development shall commence (excluding the demolition of existing structures) until:
- a) a scheme of intrusive investigations which has first been submitted to and agreed in writing with the local planning authority has been carried out on site to establish the risks posed to the development by past shallow 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 agreed in writing with the local planning authority and the agreed works 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: These details are needed prior to the commencement of development to ensure that adequate information pertaining to ground conditions and coal mining legacy is available to enable appropriate remedial and mitigatory measures to be identified and carried out before building works commence on site. This is in order to

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

8. Prior to the occupation of the development, 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 the Local Planning Authority for approval in writing. 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: These details are needed prior to the commencement of development to ensure that adequate information pertaining to ground conditions and coal mining legacy is available to enable appropriate remedial and mitigatory measures to be identified and carried out before building works commence on site. This is in order to ensure the safety and stability of the development, in accordance with paragraphs 183 and 184 of the National Planning Policy Framework.

9. Details on recreational pressure of national, European and international designated sites and the need for care, especially to prevent disturbance from recreational activities. shall be provided within sales packs and/or to all residents, informing the residents the need for care, especially to prevent disturbance from recreational activities. The leaflet can be downloaded from:
http://www.meas.org.uk/media/11045/lcr_leaflet_knowsley.pdf

Reason: To ensure compliance with CS8 of the Knowsley Local Plan Core Strategy (January 2016).

10. No tree felling, scrub clearance or vegetation management is to take place during the period 1 March to 31 August inclusive. If it is necessary to undertake works during the bird breeding season then all trees, scrub and vegetation are to be checked first by an appropriately experienced ecologist to ensure no breeding birds are present. If present, details of how they will be protected are required to be submitted to the local planning authority and shall be approved in writing, the development shall then be carried out in accordance with the approved details.

Reason: To protect breeding birds and to ensure compliance with CS8 of the Knowsley Local Plan Core Strategy (January 2016).

11. Prior to the commencement of development, a written statement detailing how Montbretia is to be removed shall be submitted to and approved in writing by the Council as Local Planning Authority. The development shall be carried out in accordance with the agreed statement.

Reason: To ensure there is no spread of Montbretia in the wild.

12. Development shall not commence until a detail SUDS based drainage scheme based on the principles of Sustainable Drainage & Surface Water Management Technical Guidance For Developers, the SUDS Manual (C753) and the criteria as set out within Knowsley Strategic Flood Risk Assessment (SFRA, Levels 2), has been submitted and approved in writing by the Local Planning Authority (LPA). The applicant should provide suitable drainage drawings, summary calculations and results of all investigations detailing the surface water drainage works as set out below. The works shall be implemented in accordance with the approved scheme before the

development is brought into use. The surface water and drainage strategy, detailed design drawings, calculations and supporting information shall be expected to consider the following elements:

In fulfilling this condition, the applicant should consider the following points:

- (i) Interception mechanism should be applied to manage the first 5ml of rainfall events
- (ii) In the event of surface water draining to the combined public sewer, the pass forward flow rate to the public sewer must be restricted to no more than 5 l/s
- (iii) The exceedance event using the 1 in 200 event plus 40% CC (pool area and flow direction)
- (iv) An evaluation of impact of potential failure of key drainage features (blockage of pipes, chambers or outlet structure 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 engaged to limit risk of failure. This will also inform the maintenance plan with regards to corrective actions needed should a failure occur.
- (v) 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 critical 1 in 2 years, 1 in 30 years and 1 in 100 years plus 40% CC storm events showing maximum water level, flow and velocity and details of any surface flooding anticipated will be required.
- (vi) A drawing showing the proposed impermeable and permeable areas, suitably annotated
- (vii) An updated drainage plan showing drainage layout, manholes including over and invert levels, proposed levels, pipe sizes and gradients, all on line controls, on and off-line storage structures and outfall details
- (viii) Summary of Drainage Report setting out the Drainage Strategy and results of the calculations demonstrating compliance with the above.

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

Reason: To ensure a satisfactory drainage system is provided to serve the site in accordance with Paragraph 163 of the National Planning Policy Framework, House of Commons Written Statement 161 for Sustainable Drainage Systems, Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) and Policies CS2 and CS24 of the Knowsley Local Plan Core Strategy (2016).

13. Prior to the first occupation of the development, a Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development to be secured through an appropriate legally binding agreement shall be submitted to and approved in writing by the Local Planning Authority. This shall include:
 - 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
 - A schedule for on-going inspections relating to performance and condition
 - Details for planned maintenance and a mechanism for remedial and urgent repair works
 - Means of access for inspections and maintenance purposes

- 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 (2016).

14. No part of the development shall be brought into use until visibility splays of 2.4m metres by 23 metres have been provided to the north and 2.4m metres by 43 metres have been provided to the south, at the proposed (site access) junction with Paradise Lane. The splays shall be provided clear of obstructions to visibility above the height of 0.6 metres measured from the footway/verge level. Once created, the visibility splays shall be maintained clear of any obstruction and shall be retained at all times.

Reason: To ensure adequate visibility at the junction or site access is made and maintained, and to comply with Policy CS19 of the Core Strategy, adopted January 2016.

15. The development shall not be brought into use until the areas indicated on the Site Plan (Drawing 417-1-PLN-003 Revision B Received 10/02/2022) to be set aside for parking, servicing, vehicular manoeuvring (including provision for pedestrians/cyclists) have been surfaced, drained and permanently marked out or demarcated in accordance with the details and specifications shown. These areas shall be retained as such thereafter.

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

16. 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.

17. No part of the development shall commence until a scheme for provision of lighting of private communal areas has been submitted to and approved in writing by the Council as Local Planning Authority. The scheme shall be implemented in full accordance with the approved scheme details prior to first occupation of the development unless otherwise agreed in writing by the Council as Local Planning Authority. For the avoidance of doubt, such a scheme shall be accompanied by a maintenance strategy to ensure its future operation.

Reason: To ensure the provision of safe and adequate means of access to the development in the interests of the safety and amenity of residents and visitors.

18. No development shall take place until the applicant or their agents or their successors in title has secured the implementation of a programme of archaeological works to be undertaken in accordance with a Written Scheme of Investigation (WSI) prepared by the appointed archaeological contractor. The WSI should be submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until the site investigation has been completed in accordance with the approved WSI. The WSI shall cover the following:

- a) A phased programme and methodology of site investigation and recording to include: - targeted field evaluation trenching - (depending upon the evaluation results) a strip map and record exercise - targeted open area excavation
- b) A programme for post investigation assessment to include: - analysis of the site investigation records and finds - production of a final report on the significance of the archaeological and historical interest represented.
- c) Provision for publication and dissemination of the analysis and report on the site investigation.
- d) Provision for archive deposition of the report, finds and records of the site investigation.
- e) Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI.

Reason: This matter is fundamental to safeguard archaeological features during construction and 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.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
10/02/2022	417-1-PLN-003	REV B	PROPOSED SITE PLAN
10/02/2022	417-1-PLN-004	REV A	BLOCK A FLOOR PLANS
10/02/2022	417-1-PLN-006	REV A	BLOCK A ELEVATIONS 1 OF 2
10/02/2022	417-1-PLN-007	REV A	BLOCK A ELEVATIONS 2 OF 2
10/02/2022	417-1-PLN-008	REV A	BLOCK B FLOOR PLANS
10/02/2022	417-1-PLN-010	REV A	BLOCK B ELEVATIONS
10/02/2022	417-1-PLN-012	REV A	BLOCK C FLOOR PLANS
10/02/2022	417-1-PLN-014	REV A	BLOCK C ELEVATIONS
10/02/2022	417-1-PLN-019	REV A	PROPOSED STREETSCENE
10/02/2022	417-1-PLN-021	REV #	PROPOSED BOUNDARY TREATMENTS
10/02/2022	417-1-PLN-022	REV #	EXTERNAL BIN STORE PROPOSED ELEVATIONS
06/10/2021	417-1-PLN-002	REV #	EXISTING SITE PLAN
06/10/2021	417-1-PLN-001	REV #	LOCATION PLAN
10/02/2022	CYCLE SHELTER DETAILS	-	CYCLE SHELTER DETAILS

10/02/2022	VN212003	-	TRANSPORT STATEMENT V2
10/02/2022	ADDENDUM TRANSPORT NOTE	-	ADDENDUM TRANSPOR NOTE
09/12/2021	-	-	COAL MINING RISK ASSESSMENT
06/10/2021	01065	REV O	TOPOGRAPHICAL SURVEY
06/10/2021	DTC.267.AIA.202 1	-	TREE SURVEY SCHEDULE FOR ARBORICULTURAL IMPACT ASSESSMENT
06/10/2021	CCG-C-21-12319	-	COMBINED PHASE I-II GEOENVIRONMENTAL REPORT
06/10/2021	LRD-31895	REV 002	DRAINAGE STRATEGY AND FLOOD RISK ASSESSMENT
06/10/2021	DTCL.267.AIA.2 019	-	ARBORICULTURAL IMPACT ASSESSMENT
06/10/2021	DTCL.267.AIA.A MS.TS.01-TREE SURVEY	-	TREE SURVEY MAP
06/10/2021	DTCL.267.AIA.A MS.TS.02-TREE PROTECTION	-	TREE PROTECTION PLAN
06/10/2021	2021-259	-	ECOLOGICAL SURVEY AND ASSESSMENT
06/10/2021	AFFORDABLE HOUSING PLAN	-	AFFORDABLE HOUSING STATEMENT
06/10/2021	DESING - ACCESS STATEMENT	-	DESIGN AND ACCESS STATEMENT
06/10/2021	VN212003	-	TRANSPORT STATEMENT
06/10/2021	PLANNING STATEMENT	-	PLANNING STATEMENT

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 (2016)

SD1 - Sustainable Development
CS1 - Spatial Strategy for Knowsley
CS2 - Development Principles
CS3 - Housing Supply, Delivery and Distribution
CS7 - Transport Networks
CS8 - Green Infrastructure
CS15 - Delivering Affordable Housing
CS17 - Housing Sizes and Design Standards
CS19 - Design Quality and Accessibility in New Development
CS21 - Greenspaces and Trees
CS22 - Sustainable and Low Carbon Development
CS24 - Managing Flood Risk
CS26 - Waste Management

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

DQ2 - Security in the Built Environment
DQ4 - Trees and Development
ENV2 - Noise and Vibration
ENV5 - Contaminated Land
H5 - Development within Primary Areas

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 (Jo Sheridan on 0151 443 2376)

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. Please find the attached comments from Merseyside Fire & Rescue Service.
2. The applicant should note that Permission is required from our Permit and Licensing Team before undertaking any activity, such as ground investigation and ground works, which may disturb Coal Authority property. Any comments that the Coal Authority may have made in a Planning context are without prejudice to the outcomes of a Permit application.
3. The applicant, their advisers and contractors should be made aware that if any European protected species are found, then as a legal requirement, work must cease, and advice must be sought from a licensed specialist.
4. As a minimum, bicycle storage will need to be provided to security standard LPS 1175 Issue 8 AR1 / LPS 1175 SR1 set by the Loss Prevention Certification Board (LPCB). Similarly, a 'Sold Secure' standard to certification SS104 or SS314 can be provided
5. 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: SiteDevelopment@knowsley.gov.uk
6. A grant of planning permission does not negate the need for the submission and approval of highway engineering details. If it is the developer's intention to offer any of the roadworks included in the proposals for adoption, a s38 agreement would be required. The applicant is advised to contact: SiteDevelopment@knowsley.gov.uk

Date:

DRAFT

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.

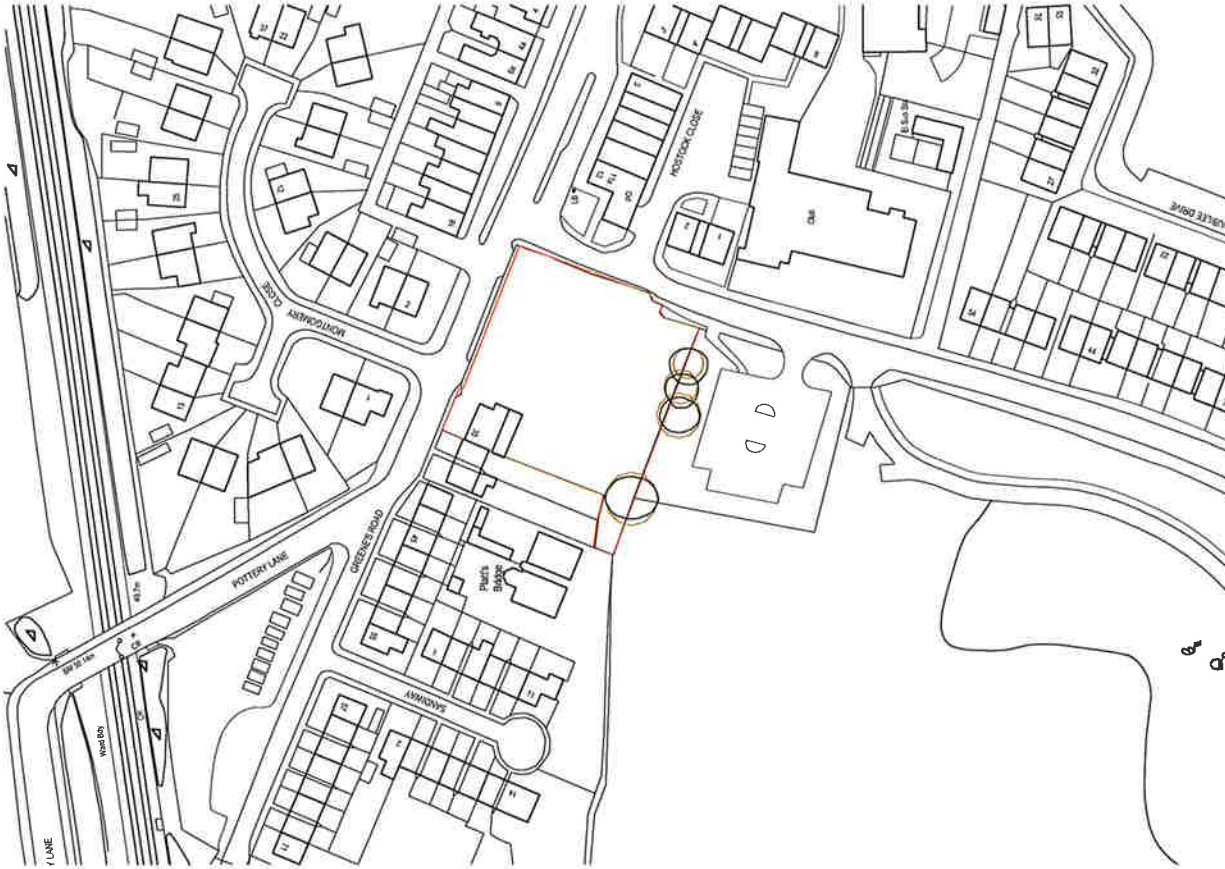
ANNEX – THE PLAN



KEY
 APPLICATION SITE



SITE LOCATION PLAN - SCALE 1:500



SITE LOCATION PLAN - SCALE 1:1250

A3

Level 2
 ARCHITECTS

Project	Greene's Road, Whiston
Location Plan	
Scale	1:1250
Drawing	215-PL001
Rev	#
PLANNING	

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

)
)



Authorised Signatory:

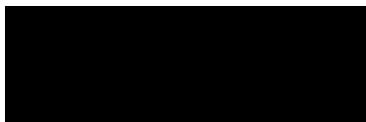
SEAL NO: 30801

PRINT NAME Trevor Steele
DATE 19.07.2022

Executed as a deed by **NEWSHAM
PARK ESTATES LIMITED**
acting by a director in the presence of:



PHILIP BORG-OLIVIER



Name of witness:

REBECCA BROWN

Address of witness:

MSB Solicitors
4 St Paul's Square
Liverpool
L3 9SJ

