

Parking Strategy Implementation

St. Michael's Place Huyton

Context

- 1.1 This note has been prepared by Turley to outline our recommendations on how to secure the implementation and delivery of the Parking Strategy ('PS'). The PS supports planning application ref. 25/00606/HYB, which relates to the comprehensive redevelopment of Huyton's civic core (the 'Site'), known as 'St. Michael's Place' (the 'Proposed Development'). It updates the note previously issued to the Local Planning Authority on 26th June 2026 following confirmation regarding the proposed scope of works concerning the temporary provision of car parking on the Fire and Ambulance Station site.
- 1.2 The PS explains how displaced Knowsley Metropolitan Borough Council (KMBC) and public car parking will be managed. This includes arrangements during the enabling works and construction phases of the Proposed Development. It also sets out the proposed parking arrangements following completion, assuming all detailed and outline elements are delivered.
- 1.3 This note is not intended to serve as justification underpinning the PS or figures within, and is intended to be read in conjunction.

Enabling and construction phase

- 1.4 The enabling and construction phases would require a phased delivery of the PS, including provision of both on and off-site parking. We would recommend that to ensure the local planning authority has overarching control, the following planning condition be attached to any forthcoming planning permission, or for additional assurance these requirements could potentially be incorporated within a S106 legal agreement:

"The development hereby approved shall be carried out wholly in accordance with the submitted parking strategy document unless otherwise agreed in writing by the Local Planning Authority."

- 1.5 The PS advises that the existing Lathom Road multi-storey car park (MSCP), Club 3000 Bingo car park, Library Red Zone car park and Huyton Hey car park will be utilised in the short term to absorb displaced parking demand during the early phases of the enabling and construction works (i.e. Phase 1 of the PS). Once demolition of the existing MSCP commences (circa. Jan 2027) it will be necessary to provide an additional source of temporary car parking. This would be in the form of the Fire and Ambulance Station site, which is located close to the Site and in the control of KMBC.
- 1.6 A preliminary review of the access strategy by Astute Transport Planning, which proposes utilising the existing priority junction on the B5199 Huyton Lane with some minor improvements, does not identify any significant safety or capacity concerns / constraints (subject to agreement from the Highway Authority). In addition, it is important to note that this existing highway layout operated for many years with the fire and ambulance station in place with a good accident record at the existing access junction on Huyton Lane. Astute are working closely with the Highway Authority to provide the necessary technical information to support and justify that the proposed access arrangement is acceptable.

- 1.7 Based on experience with similar projects, Astute would recommend that a Memorandum of Understanding (MoU) is established between the Development and Highways divisions of KMBC in place of the standard Section 278 Agreement, with respect to the delivery of any proposed works to the temporary car park access junction within the adopted highway. This approach was recently adopted in collaboration with Cheshire West and Chester Council on the Winsford Town Centre Regeneration scheme. In that instance, a MoU was successfully implemented to provide a clear mechanism for technical approval, along with defined terms governing the arrangement between internal Council divisions. This approach may be implemented either with or without planning approval, and it is particularly suited to circumstances where a single organisation is unable to enter into a formal legal agreement with itself.
- 1.8 For the avoidance of doubt, the list below confirms whether the car parks referenced above are either on or off-site and whether they are under the control of KMBC:
- Various on-site car parks including the existing MSPC are all under the control of KMBC
 - Club 3000 Bingo car park is under third party ownership, however KMBC has a 10-year lease beginning in 2023
 - Huyton Hey is an off-site car park under the control of KMBC
 - The Fire and Ambulance Station is a vacant nearby site under the control of KMBC.
- 1.9 As per paragraph 1.4 it is considered that securing the PS through the use of a planning condition or S106 agreement would be an effective mechanism to ensure delivery and implementation. Due to all enabling and construction phase car parking falling under the control of KMBC, it would be possible to secure these aspects through the use of a planning condition.
- 1.10 The key post-determination trigger point within the PS is the demolition of the existing MSCP, which would trigger the need for the Fire and Ambulance Station site to become operational. It is proposed to utilise the existing hardstanding within the Fire and Ambulance Station site in addition to carrying out limited works (removal of slab and laying of a tarmac surface) to the footprint of the former Fire Station site to facilitate additional car parking spaces (see Appendix 1). It is our view that these works could be delivered under Schedule 2, Part 4 Class A of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) as explained further within Appendix 2.
- 1.11 Discussions have previously taken place between Turley and the Local Planning Authority as to how the Fire and Ambulance Station site could be tied to the hybrid planning application in advance of permission being granted. Due to the temporary nature of the car park (circa. 2 years to support enabling and construction activities), the existing and historic uses on site and KMBC's ownership, the risk of planning permission not being granted is deemed to be extremely low. Given this and the fact that KMBC own the site, we would propose tying the hybrid application to the Fire and Ambulance Station site by means of a Grampian condition:

"The existing Lathom Road MSCP shall remain available for use until the temporary car park at the Former Fire Station / Ambulance Station site has been provided and made available for use in accordance with details which have been submitted to and approved in writing by the Local Planning Authority.

The temporary car park shall thereafter be retained and maintained for the duration of the construction phase of the approved development, and shall not cease to be available for such use until the replacement Lathom Road MSCP has been constructed and become fully operational or until otherwise agreed in writing by the Local Planning Authority."

- 1.12 The use of a Grampian condition is a legitimate and tried and tested approach, and we have appended a legal opinion (appendix 3) obtained from Addleshaw Goddard concerning this matter.
- 1.13 Due to the PS seeking to rely on the Club 3000 Bingo car park throughout the enabling and construction phases and a durational transitional period of the operational phase (see below), there ongoing use should also be tied to the hybrid application through the use of a planning condition as proposed under paragraph 1.15 below. For the avoidance of doubt Huyton Hey is not to be explicitly relied on as part of the operational phase of the Proposed Development, and would instead continue to operate within its function as an existing long-stay car park within the town centre.

Post-development

- 1.14 The vast majority of post-development parking demand is proposed to be accommodated within the replacement MSCP at Lathom Road which would have a capacity of circa 400 to 420 spaces (subject to a detailed application layout design). This is considered sufficient to meet the demands of the HQ, hotel and future outline plots. Some limited accessible and VIP parking will be located between the new HQ and Cavendish Walk in addition to limited accessible parking adjacent to the hotel.
- 1.15 The PS does however incorporate a contingency of 150 spaces within the Club 3000 Bingo Car Park. Due to the 10-year lease ending in around 2033, this provides an appropriate level of flexibility and additional temporary car parking for an extended period to support the transition of the Council HQ to lower future operational car parking provision, along with the implementation of a site-specific Travel Plan, to minimise the number of car trips generated by the Proposed Development. The Travel Plan will ensure better opportunities for Site users to travel by sustainable modes of transport and deliver future mode share targets to support the PS proposals in the operational phase. However, should this not transpire, there may be a requirement to extend the lease within Club 3000 Bingo within the supporting S106 legal agreement, or the review of KMBC's parking permit regime and / or Council HQ Travel Plan interventions:

"If the target mode shares for KMBC staff are not being achieved following regular monitoring of the Council HQ Implementation Travel Plan, evidence of an agreed extension to the Club 3000 Bingo car park lease shall be provided to the Local Planning Authority, or alternatively a proposal to review KMBC's parking permit regime and / or the Travel Plan monitoring arrangements and remedial triggers strategies shall be provided to the LPA for approval in writing".

- 1.16 Notwithstanding, the new Lathom Road MSCP is anticipated to be fully constructed and operational by Autumn 2028, which precedes the target completion date of the HQ and hotel (i.e. the two buildings within the detailed component of the application).

- 1.17 Due to the Lathom Road MSCP forming part of the application, we would recommend the use of an appropriately worded planning condition in order to ensure that the Lathom Road MSCP is delivered and operational prior to occupation of any building within the Proposed Development:

“No building within the development hereby approved shall be occupied unless and until the new Lathom Road multi-storey car park has been constructed and is fully operational. The car park shall accommodate no less than 400 car parking spaces and be retained as such in perpetuity for such use”

- 1.18 Similarly, we would anticipate a ‘standard’ condition requiring that all HQ and hotel-adjacent parking be made available for use prior to either of the buildings being brought into occupation.

- 1.19 In summary we consider that through the use of planning conditions and appropriate legal mechanisms the Local Planning Authority will have sufficient assurance that the PS is capable of full implementation and delivery due to all aspects being under the control of KMBC.

Summary

- 1.20 For ease of reference, the planning conditions proposed within this note can be found collated below:

- *“The development hereby approved shall be carried out wholly in accordance with the submitted parking strategy document unless otherwise agreed in writing by the Local Planning Authority.”*
- *“The existing Lathom Road MSCP shall remain available for use until the temporary car park at the Former Fire Station / Ambulance Station site has been provided and made available for use in accordance with details which have been submitted to and approved in writing by the Local Planning Authority.*

The temporary car park shall thereafter be retained and maintained for the duration of the construction phase of the approved development, and shall not cease to be available for such use until the replacement Lathom Road MSCP has been constructed and become fully operational or until otherwise agreed in writing by the Local Planning Authority.”

- *“If the target mode shares for KMBC staff are not being achieved following regular monitoring of the Council HQ Implementation Travel Plan, evidence of an agreed extension to the Club 3000 Bingo car park lease shall be provided to the Local Planning Authority, or alternatively a proposal to review KMBC’s parking permit regime and / or the Travel Plan monitoring arrangements and remedial triggers strategies shall be provided to the LPA for approval in writing.”*

Appendix 1: Fire and Ambulance Station Layout Plan

CAR PARKING LAYOUT DETAILS

BAY WIDTH = 2.5m
BAY LENGTH = 5m

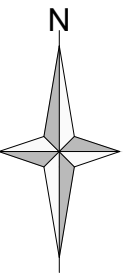
TOTAL NUMBER OF SPACES = 100

PROPOSED ACCESS LAYOUT TO BE REVIEWED IN MORE DETAIL
IN RESPECT OF THE STRATEGY FOR RIGHT TURN ENTRY
MOVEMENTS INTO THE SITE, INCLUDING THE INTERACTION
WITH HUYTON LANE / CAPPER GROVE PRIORITY JUNCTION

PROPOSED PARKING LAYOUT DOES NOT
INCLUDE THIS AREA DUE TO EXISTING TREES

RETAINING STRUCTURES MAY BE REQUIRED
TO ACHIEVE EXTENDED HARDSTANDING

UNITED UTILITIES WATER
MAIN IN THIS AREA



- NOTES
1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DRAWINGS, SPECIFICATIONS AND DOCUMENTS.
 2. ALL DIMENSIONS ARE IN METRES UNLESS NOTED OTHERWISE. DO NOT SCALE FROM THIS DRAWING. WORK FROM FIGURED DIMENSIONS ONLY.
 3. ALL DIMENSIONS, COORDINATES AND LEVELS TO BE CHECKED ON SITE AND THE ENGINEER NOTIFIED OF ANY DISCREPANCIES. NO DEVIATION FROM THE DETAILS SHOWN IS PERMITTED WITHOUT PRIOR APPROVAL OF THE ENGINEER.
 4. THIS DRAWING IS BASED ON ORDNANCE SURVEY INFORMATION.

- LEGEND
- INDICATIVE OUTLINE OF DEMOLISHED BUILDING (EXTRAPOLATED TAKEN FROM AUTOCAD MAPPING)
 - EXISTING GRASS VERGE

P04	AMENDED FOLLOWING CLIENT REVIEW	01/06/26	JA	PT	PT
P03	AMENDED FOLLOWING CLIENT REVIEW	27/05/26	JA	PT	PT
P02	AMENDED FOLLOWING CLIENT REVIEW	22/05/26	JA	PT	PT
P01	FIRST ISSUE	20/05/26	JA	PT	PT
Rev	Amendments	Date	By	Chk	Auth



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Drawing Status & Suitability Code

FOR INFORMATION S2

Client

GENR8 KAJIMA REGENERATION (HUYTON) LTD

Project

HUYTON FIRE AND AMBULANCE SITE
PROPOSED TEMPORARY CAR PARK

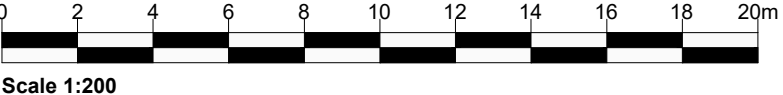
Drawing Title

CAR PARK SKETCH LAYOUT
OPTION C

Scale: 1:200 @ A1 Project No: A26057

Designed JA	Drawn JA	Checked PT	Authorised PT
Date 20/05/26	Date 20/05/26	Date 20/05/26	Date 20/05/26

Drawing Number: A26057-ATP-HGN-ZZ-DR-CH-00003 Rev: P04



Appendix 2: Permitted Development Route to Delivery of Fire and Ambulance Station Temporary Car Parking

The proposed temporary car park at the Fire and Ambulance Station site is a fundamental component of the parking strategy concerning the construction phase of the Proposed Development. The car park would only be utilised for a limited period of up to 2 years. To this extent the provisions of Schedule 2, Part 4 Class A of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) ('GPDO') is applicable which reads as follows

"The provision on land of buildings, moveable structures, works, plant or machinery required temporarily in connection with and for the duration of operations being or to be carried out on... that land or on land adjoining that land."

In considering the relevance of this permitted development class the statutory language is deliberately broad. It is not confined to site compounds, welfare cabins or contractor facilities. It extends to "works" and other temporary infrastructure where those works are required in connection with wider development operations. The question is therefore whether the temporary parking arrangements form part of the package of measures required to facilitate the principal redevelopment operations, rather than whether the Fire and Ambulance Site itself is the location of the principal development.

The temporary parking provision Fire and Ambulance Station site has consistently been treated as mitigation required to facilitate the wider regeneration project. This note advises that there is an accepted need for temporary replacement parking during construction, that the Fire and Ambulance Station site has been identified as the location for that mitigation, and that a Grampian condition could be imposed to ensure the temporary parking is delivered before existing parking is lost. In summary, the temporary car park is not simply a convenient use of surplus land; it is part of the enabling infrastructure required to allow the wider scheme to proceed.

Regarding the term "required temporarily" in *R Wilsdon v (1) First Secretary of State (2) Tewkesbury Borough Council*, the Court accepted that "required" imports an element of reasonable necessity rather than mere desirability or convenience and that this is ultimately a matter of fact and degree. The Court upheld the Inspector's approach in examining whether the development was genuinely needed to facilitate the adjoining works. It is thus considered that the threshold is met.

Another aspect of Class A is the requirement for the works to be located on "adjoining land". Importantly, neither the GPDO nor the legislation defines "adjoining". Recent authority confirms that the term should not be given an unduly narrow or prescriptive interpretation. In *Corbett v Cornwall Council*, the Court of Appeal held that "adjoining" and "immediately adjoining" are not rigid legal concepts and involve an exercise of planning judgment. The Court expressly rejected the proposition that such wording necessarily means contiguous or physically touching. Rather, the question is whether there is a sufficient physical and functional relationship between the relevant sites. Similarly, the Court recognised that the concept may extend beyond land that is literally coterminous where planning judgment supports that conclusion. The Planning Inspectorate has recently adopted the same approach when asked to consider the meaning of "adjoining" for the purposes of Class A.

Applying this ruling to the Proposed Development, the Fire and Ambulance Station site forms part of the same Huyton town centre regeneration scheme, has been specifically identified as the temporary mitigation site for parking displacement arising from those works, and is being brought forward solely

because of the operational requirements of the wider redevelopment programme. The necessary functional nexus is therefore far stronger than in many situations where the concept of adjoining land has been considered.

As a matter of planning judgement, the position can therefore be summarised as follows:

- the principal development is the wider St Michael's Place regeneration project;
- the temporary car park is an enabling and mitigation measure required to facilitate that project;
- replacement parking has been consistently treated as a necessary prerequisite to demolition and construction activities elsewhere within the scheme;
- Part 4 Class A is drafted sufficiently broadly to encompass temporary works required in connection with those operations;
- the authorities support a practical and purposive interpretation of "adjoining" rather than one requiring strict physical contiguity;
- the relationship between the temporary car park and the wider regeneration works is sufficiently close, both geographically and functionally, to support reliance on the right.

Appendix 3: Addleshaw Goddard Legal Opinion

Our reference MARSDC/PEARV

24 June 2026

Andrew Fairest
Genr8 Developments Limited
5th Floor
Parsonage Chambers
3 The Parsonage
M5 2HW

Dear Andrew

**Planning Advice – Temporary Car Parking at the Former Fire / Ambulance Station, Huyton
(Application Ref: 25/00606/HYB)**

Part of the Former Fire Station / Ambulance Station at Huyton (the **Site**) is being considered for use as a temporary car park in connection with the wider development at St. Michael's Place (application ref. 25/00606/HYB).

Discussions with the local planning authority, Knowsley Council (the **Council**), are continuing in relation to the mechanism by which this temporary provision can be secured.

This letter is intended to assist those discussions by setting out our analysis of the planning position and our legal opinion on the use of a 'Grampian-style' condition as a potential mechanism to secure the delivery of the temporary car parking.

Background

As noted above, discussions with the Council have established a broad alignment as to both the need for a temporary car parking solution during the construction phase of the wider development, and the suitability of the Site to accommodate that provision, subject to the necessary consents being obtained.

The remaining issue is therefore not one of principle, but how the delivery of that temporary provision should appropriately be secured within the planning process.

In this context, the detailed position in respect of the temporary use of the Site as a car park is unlikely to be fully resolved in advance of the determination of the hybrid planning application for the wider development. Requiring that position to be fixed at this stage would risk unnecessarily constraining the delivery of the wider scheme, notwithstanding the shared position as to the need for, and suitability of, the temporary provision.

A more proportionate approach is therefore to allow the hybrid application to proceed whilst enabling these matters to progress in parallel. This ensures that development is not delayed, whilst allowing the position in respect of the temporary car park to be kept under review and properly considered as proposals evolve, without any need to prejudge at this stage what, if any, consents may be required or the form they may take. In any event, such an approach remains robust: it provides the Council with an appropriate degree of control, whilst allowing sufficient flexibility and time for the position to be fully and properly assessed.

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In these circumstances, a Grampian-style condition is being considered as a mechanism to secure the delivery of the temporary car park at the appropriate stage, while allowing the wider application to proceed without the need to front-load that separate consent.

Legal Context

Grampian conditions derive from the decision in *Grampian Regional Council v City of Aberdeen* [1984] S.C. (H.L.) 58 and are, in essence, negatively worded conditions which prevent the commencement or occupation of development until a specified step has been undertaken.

They are a well-established and widely used mechanism within the planning system to secure works or actions necessary to make development acceptable in planning terms, particularly where those works are to be carried out off-site or on land outside the applicant's control.

Whilst Genr8 is the applicant, they are development partner of KMBC whom own the F&A site therefore providing even greater certainty regarding delivery.

Such conditions are commonly applied where development is dependent upon the provision of supporting infrastructure or mitigation which cannot be secured within the application site itself.

Crucially, the courts have recognised that such conditions may properly require steps to be taken outside the applicant's control (see *Grampian Regional Council v City of Aberdeen* [1984] S.C. (H.L.) 58; *British Railways Board v Secretary of State for the Environment* [1993] 3 PLR 125). This includes circumstances where delivery depends on the actions of third parties or the securing of separate consents, provided there is a realistic prospect of those steps being achieved within the relevant time period.

In those circumstances, the condition operates to prevent development proceeding until the relevant action has been secured. Accordingly, Grampian-style conditions provide a lawful and practical mechanism to ensure that necessary mitigation is delivered at the appropriate stage of development, without requiring that such works are completed or separately consented in advance of the grant of planning permission.

Planning Practice Guidance: Use of Planning Conditions

Paragraph 009 of the Planning Practice Guidance (Use of Planning Conditions) provides:

“Conditions requiring works on land that is not controlled by the applicant, or that requires the consent or authorisation of another person or body often fail the tests of reasonableness and enforceability. It may be possible to achieve a similar result using a condition worded in a negative form (a Grampian condition) – i.e. prohibiting development authorised by the planning permission or other aspects linked to the planning permission (e.g. occupation of premises) until a specified action has been undertaken. Such conditions should not be used where there are no prospects at all of the action in question being performed within the time-limit imposed by the permission.”

National Planning Policy Framework (December 2024 (as amended)) (NPPF)

Paragraph 57 of the National Planning Policy Framework provides:

“Planning conditions should be kept to a minimum and only imposed where they are necessary, relevant to planning and to the development to be permitted, enforceable, precise and reasonable in all other respects. Agreeing conditions early is beneficial to all parties involved in the process and can speed up decision-making. Conditions that are required to be discharged before development commences should be avoided, unless there is a clear justification.”

Legal and Policy Framework

Taken together, the legal position and national policy establish a clear and consistent framework for the use of Grampian-style conditions.

As a matter of law, such conditions are well-established and lawful, including in circumstances where the required steps fall outside the applicant's control or depend upon the actions of third parties or the securing of separate consents, provided there is a realistic prospect of those steps being achieved.

The Planning Practice Guidance reinforces this position, recognising that whilst conditions relating to land outside the applicant's control may otherwise raise issues of reasonableness or enforceability, those concerns can properly be addressed through the use of negatively worded (Grampian-style) conditions.

The key policy test is whether there is a realistic prospect of the relevant action being performed within the time-limit imposed by the permission. In this respect, it cannot be overemphasised that Genr8 (the applicant), is the development partner of KMBC, who own the F&A site therefore providing even greater certainty regarding delivery.

In addition, the National Planning Policy Framework confirms that planning conditions must meet the six established tests of necessity, relevance, enforceability, precision and reasonableness. It also recognises that pre-commencement conditions should be avoided unless justified.

In this context, Grampian-style conditions provide a recognised and proportionate mechanism for securing mitigation where delivery is dependent on separate actions or consents, and enable development to be permitted without requiring those steps to be completed in advance. Where, as here, there is a clear and realistic prospect of delivery, the use of such a condition is entirely consistent with both the legal framework and national policy.

Proposed Condition

Applying the above legal and policy framework to the present case, there is a clear and robust basis for the use of a Grampian-style condition.

There is agreement as to the need for a temporary car parking solution to mitigate the loss of parking during the construction phase of the wider development, and as to the suitability of the Site to accommodate that provision, subject to the necessary consents. The issue is therefore not one of principle, but the appropriate mechanism to secure delivery.

In this context, there is a clear and realistic prospect of the temporary car park being delivered. The Council has accepted the need for the provision, the Site has been identified as a suitable location, and there is no indication at this stage of any legal or planning constraint that would prevent the Site coming forward for this use, notwithstanding that any necessary consents (including planning permission, if that proves necessary) would be determined in the usual way.

Against that background, requiring the position in respect of the temporary car park to be definitively resolved in advance of the determination of the hybrid planning application would go beyond what is necessary to satisfy the legal and policy tests. A Grampian-style condition provides a proportionate and well-established means of ensuring that the temporary car park is delivered at the appropriate stage, whilst avoiding the need to front-load that separate consent.

Proposed condition for consideration / refinement:

The existing Lathom Road MSCP shall remain available for use until the temporary car park at the Former Fire Station / Ambulance Station site has been provided and made available for use in accordance with details which have been submitted to and approved in writing by the Local Planning Authority.

The temporary car park shall thereafter be retained and maintained for the duration of the construction phase of the approved development, and shall not cease to be available for such use until the replacement Lathom Road MSCP has been constructed and become fully operational or until otherwise agreed in writing by the Local Planning Authority.]

Bingo Car Park

It is understood that the Council has been hesitant to rely on the provision of car parking at the nearby Club 3000 Bingo site to mitigate the loss of car parking currently used by Council staff, notwithstanding that the Council's 10-year lease provides a clear and robust level of certainty for access to the car park until circa 2033.

In light of this, it is no longer proposed to rely on the bingo car park as permanent post-development mitigation. However, the 130 spaces over which the Council holds a lease will be utilised during the site-wide enabling works and the construction of the detailed components of the application. It is anticipated that the Council will require the replacement Lathom Road MSCP to be constructed and fully operational prior to the occupation of the new Council HQ and the initial phase of residential development (anticipated to be Plot 2B), and that this will be secured by way of condition.

Given that the replacement Lathom Road MSCP will provide sufficient capacity to support the Council HQ and other elements of the hybrid application, it is not considered necessary to tie the use of the bingo car park to a specific trigger point. However, confirmation that the Council supports the temporary use of the bingo car park would be important in underpinning the wider parking strategy currently under consideration.

We would also welcome confirmation from the Council that it sees no legal impediment to reliance on the bingo car park in the short term, having regard to the Council's existing leasehold interest.

Conclusion

For the reasons set out above, it is our clear view that the use of a Grampian-style condition to secure the delivery of the temporary car park is lawful, appropriate, and consistent with national policy and established case law.

There is a clear and realistic prospect of the temporary car park being delivered, such that the relevant policy tests in the Planning Practice Guidance are satisfied.

In these circumstances, the imposition of such a condition provides a robust and proportionate mechanism to secure the necessary mitigation, whilst allowing the wider development to proceed without the need to front-load matters, including any question of what (if any) further approvals may be required, which can properly be addressed in due course.

Accordingly, there is no sound planning or legal basis to resist the use of a Grampian-style condition in this case.

Yours sincerely



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