

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

Planning Act 1990

relating to Land Adjacent Greenhill, The Orchard, Huyton, Knowsley, L36 5UZ

planning application 22/00263/FUL

Dated 20th FEBRUARY 2023

- (1) Knowsley Metropolitan Borough Council
- (2) Anthony Peter Crowney and Graham Neil Powell
- (3) Jill Stephanie Corfield and Wendy Elizabeth Lee
- (4) Michael Blenkinsop

TABLE OF CONTENTS

INTRODUCTION

CLAUSES

- 1 **DEFINITIONS**
- 2 **CONSTRUCTION OF THIS DEED**
- 3 **LEGAL BASIS**
- 4 **CONDITIONALITY**
- 5 **THE OWNER'S COVENANTS**
- 6 **THE COUNCIL'S COVENANTS**
- 7 **MISCELLANEOUS**
- 8 **MORTGAGEE'S CONSENT**
- 9 **WAIVER**
- 10 **CHANGE IN OWNERSHIP**
- 11 **INDEXATION**
- 12 **INTEREST**
- 13 **VAT**
- 14 **DISPUTE PROVISIONS**
- 15 **JURISDICTION**
- 16 **DELIVERY**

THE SCHEDULES

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

SECOND SCHEDULE Owner's Covenants with the Council

Part 1 Affordable Housing

Part 2 Peppercorn Ground Rent

Part 3 Monitoring Fee

Part 4 Off Site Public Open Space Contribution

THIRD SCHEDULE Council's Covenants

FOURTH SCHEDULE The Draft Planning Permission

EXECUTION OF DEED

DATE

20TH FEBRUARY,

2023

PARTIES

- (1) KNOWSLEY METROPOLITAN BOROUGH COUNCIL of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("Council")
- (2) ANTHONY PETER CROWNEY of 2 Sandy Meadows, Wheathill Road, Liverpool, L36 5UT and GRAHAM NEIL POWELL of 1 Sandy Meadows, Wheathill Road, Liverpool, L36 5UT ("Owners")
- (3) JILL STEPHANIE CORFIELD of 50 Gleggside, Wirral, CH48 6EA and WENDY ELIZABETH LEE of 20 Painters Pightle, Hook, RG27 9SS ("the First Mortgagee")
- (4) MICHAEL BLENKINSOP of 2 The Art Room, The Orchard, Huyton, Liverpool L36 5UZ ("the Second Mortgagee")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owners are the freehold owners of the Site within title number MS378223.
- 3 The First Mortgagee has a registered charge over the Site dated 25 June 2019 which is registered in the Charges Register against title number MS378223.
- 4 The Second Mortgagee has a registered charge over the Site dated 26 June 2019 which is registered in the Charges Register against title number MS378223.
- 5 The Application has been submitted to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 6 The Council resolved on 03 November 2022 to grant planning permission subject to the prior completion of this Deed.
- 7 The parties to this Deed agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990.
"Application"	the application for outline planning permission submitted to the Council for the Development and allocated reference number 22/00263/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 amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies.
"Development"	the Development of the Site for the erection of a part two storey/part three storey apartment block for over 55's comprising 40 apartments with Juliet balconies and communal area together with vehicular access, car parking and other associated works as set out in the Application.
"Dwelling"	any dwelling (including a house, flat, apartment or maisonette) to be constructed pursuant to the Planning Permission.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics.
"Indexation Date"	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 Owners are 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.
"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 as set out in the Fourth Schedule.
"Site"	the land shown edged red on the Plan and described in the First Schedule against which this Deed may be enforced.

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 Owners 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 Owners.

- 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 Owners and with the intent of binding the Owners 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 Clauses 7, 8, 10, 14, 15 and 16 which shall come into effect immediately upon completion of this Deed.

5 THE OWNERS' COVENANTS

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

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

- 7.1 The Owners shall pay to the Council on completion of this Deed
- 7.1.1. the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and
- 7.1.2 the sum of £260.00 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 Except for the provisions of Part 2 of the Second Schedule this Deed shall not be enforceable against any person whose only interest in a Dwelling is as an owner-occupier nor against those deriving title from them.
- 7.4 This Deed shall be registrable as a local land charge by the Council.
- 7.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owners 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.
- 7.6 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.
- 7.7 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.
- 7.8 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 Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.9 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.
- 7.10 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 agreement 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 varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or Inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section

106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8 MORTGAGEES' CONSENT

8.1 The First Mortgagee acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the First Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

8.2 The Second Mortgagee acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Second Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

9 WAIVER

No waiver (whether expressed or implied) by the Council or Owners 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 Owners) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

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

11 INDEXATION

Any sum referred to in the Schedules shall be Index Linked and where the Owners are required by this Deed to apply a specified sum or make a specified sum available for a specified purpose such sum shall also be Index Linked

12 INTEREST

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

13 VAT

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

14 DISPUTE PROVISIONS

- 14.1 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.
- 14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 14.1 or as to the appropriateness of the professional body then such question may be referred by either part 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.
- 14.3 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.
- 14.4 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.
- 14.5 The provisions of this clause shall not affect the ability of the Council 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.

15 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.

16 DELIVERY

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

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

FIRST SCHEDULE

Details of the Owners' Title, and description of the Site

Details of the Owners' Title

All that land known as Sports Hall and Tennis Courts, the Orchard, Huyton, Liverpool comprising the land within title number MS378223 registered at the Land Registry.

Description of the Site

All that land known as Land Adjacent to Greenhill, The Orchard, Huyton, Knowsley, L36 5UZ shown edged red on the attached Plan.

SECOND SCHEDULE

The Owners' Covenants with the Council

Part 1

AFFORDABLE HOUSING

Interpretation

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

"Affordable Housing" means affordable housing as defined in the National Planning Policy Framework (July 2021) or any revision or extension or modification thereto;

"Affordable Housing for Rent" shall have the same definition as in Annex 2 of the NPPF and the Council's Delivering Affordable Housing Policy KMBC Developer Contributions SPD June 2016.

"Affordable Housing Provision" means at least ten per cent (10%) ~~one~~ of the total number of Dwellings constructed on the Site 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 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 Unit (Section 106) on the Site including by reference to a plan;
- (ii) the arrangements for the transfer of the Affordable Housing Unit (Section 106) to a Registered Provider (if any) 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 Unit (Section 106)

"Affordable Housing Unit (Section 106)" means the four Dwellings to be provided as Affordable Housing pursuant to the Affordable Housing Scheme.

"Affordable Rent" means the rent charged for an Affordable Housing Unit (Section 106) Unit which is up to 80% (Eighty Percent) of local market rent including Service Charge 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 RICS approved valuation methods.

"Chargee" means any mortgagee or charge of a Registered Provider (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 part of the Site or any persons or bodies deriving title through such mortgagee or charge or receiver.

"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 a Registered Provider in relation to the allocation of an Affordable Housing Unit (Section 106).

"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 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 construed 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 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 Unit (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 Unit (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 Owners covenant 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 Thereafter to deliver the Affordable Housing Units (Section 106) as part of the Development in accordance with the Planning Permission and the approved Affordable Housing Scheme.

CONSTRUCTION OF THE AFFORDABLE HOUSING UNITS (SECTION 106)

- 2.1 The Owners 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 the Non Section 106 Dwellings (if any) and shall not cause or permit Occupation of the Non Section 106 Dwellings (if any) 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 the Affordable Housing Units (Section 106) shall be deemed to be either when the NHBC Buildmark Certificate of Choice (or similar equivalent) shall have been issued in respect of the Affordable Housing Unit (Section 106) or when the Local Authority Building Control or approved inspector certifies them all as complete if earlier.

DELIVERY MECHANISM

- 3.1 To ensure that each Affordable Housing Unit (Section 106) including its allocated parking space and/or garage (if any) which makes up the Affordable Housing Provision is let at an Affordable Rent or such under other tenure as shall fall within the definition of Affordable Housing for Rent and shall be agreed by the Council in writing.
- 3.2 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 for the Affordable Housing Units (Section 106) are 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 by the Council.
- 3.2 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).
- 3.3 To ensure full and free rights for the passage of water soil electricity gas if provided and other services through the pipes drains channel 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).
- 3.4 The Owners shall not without the Council's written consent dispose of the freehold interest or grant a long leasehold interest in the Affordable Housing Units (Section 106) except to a Registered Provider and in any such disposal the Owners shall include

provisions requiring the Affordable Housing Units (Section 106) not to be used or Occupied other than in accordance with the provisions of Part 1 of the Second Schedule of this Deed and be subject to the nomination rights in favour of the Council provided for in paragraph 4 below and for the avoidance of doubt this paragraph shall not prohibit or prevent the Owners from mortgaging or otherwise charging the Site or part thereof.

- 3.5 That if the Development involves the creation of employment of a management company there shall be a management company for all the common parts which serve the Dwellings including the Affordable Housing Units (Section 106).

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 as Affordable Housing; and
- 4.2 Not to cause or permit the Affordable Housing Units (Section 106) to be Occupied other than as Affordable Housing; and
- 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 Units (Section 106) shall be available for Occupation by Nominees of the Council and the timescales and procedures for nominations shall be determined by the Nominations Agreement:
- a) in the form specified by the Council; and
- b) by no later than prior to first Occupation of the Affordable Housing Units (Section 106)
- 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 Letting**").
- 4.3.3 upon the Owners obtaining vacant possession of each of the Affordable Housing Units (Section 106) after the Initial Letting all subsequent lettings and re-lettings of the those Affordable Housing Units (Section 106) shall be to nominees of the Council and the timescales and procedures for nominations shall be determined in the Nominations Agreement.

REGISTERED PROVIDER

5. If a Registered Provider at any time while having a legal interest in the Affordable Housing Units (Section 106) was but ceases to be accredited or approved by the Regulator of Social Housing or its equivalent successor body the provider shall:
 - 5.1 give notice immediately in writing to the Council of the cessation of accreditation or approval; and
 - 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 Affordable Housing Units (Section 106) 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 Affordable Housing Units (Section 106) is 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 any 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 any 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 thereafter to calculate the Receipts and 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 sums 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 purposes of Affordable Housing in Knowsley.

EXCLUSIONS

7.1 The provisions of this Part 1 of the Second Schedule of this Deed shall not be binding on;

7.1.1 a Chargee exercising its power of sale PROVIDING THAT

- (i) the Chargee has given 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 (3) months from the date of the written notice to complete a disposal of the Affordable Housing Units (Section 106) to a 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 costs and expenses; and
- (ii) if such disposal has not completed within a three (3) month period the Chargee shall be entitled to dispose of the Affordable Housing Units (Section 106) free from the provisions in this Part 1 of the Second Schedule which provisions shall determine absolutely in relation to those Affordable Housing Units (Section 106); or

7.1.2 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 any of the Affordable Housing Units (Section 106) so acquired or any persons deriving title from them; or

7.1.3 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 any of the Affordable Housing Units (Section 106) so acquired or any persons deriving title from them.

PART 2

PEPPERCORN GROUND RENT

Interpretation

In this Part 2 the following words and phrases shall have the meanings:

“Peppercorn Rent” means an annual rent of one peppercorn and no more

“Permitted Rent” means a Peppercorn Rent

The Owners covenant with the Council as follows –

1.1 that any ground rent payable under the terms of any lease or other interest in the Development which allows for Occupation of the Development or any part of it granted in respect of any Dwelling shall be at a Permitted Rent for first and every subsequent Occupier and not to Occupy or permit or allow the Occupation of any part of the Development until written evidence of compliance with this obligation has been

provided to the Council and the Council has certified in writing its satisfaction with the evidence and FOR THE AVOIDANCE OF DOUBT the requirement to provide written evidence shall not apply to the assignment of either a lease or other interest in the Development;

- 1.2 not to grant any lease or other right of occupation which includes a ground rent in excess of a Permitted Rent;
- 1.3 that no fee or administration charge will be payable for in connection with or in respect of the payment of a ground rent;
- 1.4 at the Council's request to provide to the Council within 10 working days a copy of any lease granted in respect of a Dwelling or Dwellings as the case may be;
- 1.5 to comply with all and any legislation which may be in force or enacted from time to time relating to prohibited rents including a ground rent; and
- 1.6 FOR THE AVOIDANCE OF DOUBT:
 - 1.6.1 subject to paragraph 1.6.2 at no time during the lifetime of the Development shall the ground rent for any part of the Development exceed the Permitted Rent
 - 1.6.2 the provisions of this schedule shall not apply to the grant of a lease or other interest in the Site in favour of a statutory undertaker holding an estate or interest in the Site or part of the Site for its purposes as a statutory undertaker.

PART 3

MONITORING FEE

Interpretation

In this Part 3 the following words and phrases shall have the meanings:

"Monitoring Fee" means the sum of £1,300 (one thousand three hundred pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

The Owners covenant with the Council as follows:

- 1.1 Prior to the Commencement of Development the Owners shall pay the Monitoring Fee to the Council and shall not Commence Development until the Monitoring Fee has been paid to the Council

PART 4

OFF SITE PUBLIC OPEN SPACE CONTRIBUTION

Interpretation

In this Part 4 the following words and phrases shall have the meanings:

“Public Open Space Off Site Contribution” means the sum of £32,000 (thirty two thousand pounds) payable to the Council as a contribution towards the improvement of public open space in the Huyton area.

The Owners covenant with the Council as follows:

- 1.1 Prior to the Commencement of Development the Owners shall pay the Public Open Space Off Site Contribution to the Council and shall not Commence Development until the Public Open Space Off Site Contribution has been paid to the Council.

THIRD SCHEDULE

Council's Covenants

Use and repayment of financial contributions

- 1 The Council hereby covenants with the Owners to use all sums received from the Owners 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 Owners and the Council shall agree.
- 2 The Council covenants with the Owners that it will pay to the Owners such amount of any payment made by the Owners 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 provide to the Owners such evidence, as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed.

FOURTH SCHEDULE
The Draft Planning Permission



Knowsley Council

**REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT**

TOWN AND COUNTRY PLANNING ACT 1990

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

PLANNING PERMISSION

Application No: 22/00263/FUL

Name and address of applicant

Alderley Group 2019 Ltd
167-169 Great Portland Street
5th Floor
London
W1W 5PF

Name and address of agent

Cheshire Planning Solutions Ltd
Park View House
Burgess Lane
Norley
Frodsham
WA6 8PA

Date of Receipt: 20 April 2022

Date Valid: 26 May 2022

Address/Location Of Development:

Land Adjacent Greenhill
The Orchard
Huyton
Knowsley
L36 5UZ

Description of Development:

**ERECTION OF A PART TWO STOREY/PART THREE STOREY APARTMENT
BLOCK FOR OVER 25'S COMPRISING OF 40 NO. APARTMENTS WITH
JULIETTE BALCONIES AND COMMUNAL AREAS TOGETHER WITH
VEHICULAR ACCESS, CAR PARKING AND OTHER ASSOCIATED WORKS**

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 following plans:

- a) Proposed Materials - 40 - Rev D (Received 22/08/2022).
- b) Proposed Elevations - 30 - Rev G (Received 15/08/2022).
- c) Proposed Long Elevations 31 - Rev F (Received 15/08/2022).
- d) Proposed Site Plan - 10 - Rev J (Received 08/08/2022).
- e) Proposed Floor Plans - 20 - Rev G (Received 01/08/2022).
- f) Proposed Outbuilding Details - 35 - Rev A (Received 25/07/2022).
- g) Access Wall Statement (Received 25/07/2022).
- h) Swept Path Analysis - 0133 - SP03- Rev B - (Received 21/07/2022).
- i) Proposed Access Details - 17 - Rev B - (Received 21/07/2022).
- j) Drainage Strategy Calculations - Rev 01 - (Received 26/05/2022).
- k) Location Plan - 00 - Rev A - (Received 26/05/2022).
- l) Proposed Balcony Details 41 - Rev A- (Received 26/05/2022).
- m) Illustrative Images of Juliette Balconies (Received 29/04/2022).
- n) Design and Access Statement (Received 29/04/2022).
- o) Energy and Sustainability Statement (Received 29/04/2022).
- p) Tree Survey - 19115/A2_AIA AMS - rev A (Received 29/04/2022).
- q) GroundSure Risk Screening Report (Received 29/04/2022).
- r) Parking Statement (Received 29/04/2022).
- s) Planning Statement (Received 29/04/2022).
- t) Heritage Statement (Received 29/04/2022).
- u) Preliminary Ecological Appraisal (Received 29/04/2022).
- v) Transport Note (Received 29/04/2022).

Reason: For the avoidance of doubt

3. A. Risk Assessment

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

Moreover, it must include (were relevant):

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

B. Submission of Remediation Scheme

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

option(s), the proposed remediation objectives and remediation criteria, and a description and programme of the works to be undertaken including the verification plan. As a minimum, the scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to its intended use.

C. Implementation of Approved Remediation Scheme

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

D. Reporting of Unexpected Contamination

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

E. 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.

F. Materials Management Plan

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

Reason: To prevent contamination in the interests of human health in accordance with Core Strategy policy CS19 and Policy ENV5 of the Unitary Development Plan. This information is required before development commences because work without an appropriate strategy could result in pathways for contaminated ground to leave the site.

4. 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 effects. This shall include:-

- a) Layout of the site compound including identification of areas for the storage of plant and materials, loading/unloading, and turning areas for delivery vehicles [for each phase as necessary].
- b) Management of deliveries including prevention of waiting/layover of construction related traffic on the highway, measures for the control of traffic to and from the site and consideration of any temporary traffic management arrangements which may be necessary during periods of construction. Note reversing on the highway is not permitted without a Banksman.
- c) Construction staff parking arrangements
- d) Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
- e) Methods for the mitigation of noise and vibration from building works also from the operation of any temporary power generation or pumping plant which will operate overnight.
- f) Methods for dust control and suppression.
- g) A programme of works including phasing, if applicable.
- h) Adequate provision for addressing any abnormal wear and tear to the highway, if applicable.
- i) 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.
- j) Details of the timing of construction traffic (Peak times in relation to the nursery located on The Orchard will need to be avoided, with no construction traffic or deliveries to arrive before 0900 or between 1445 and 1600).
- k) Evidence to demonstrate that the developer has contacted the owner responsible for the locked gate on the Orchard to enquire about accessing the development from St Marys Road via this gate and details of any access agreements made.

All site works shall then proceed only in accordance with the approved management plan.

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and highway safety in accordance with ~~said~~ Policies HS1 and ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2008 and Policies CS2 and CS7 of the Local Plan Core Strategy. This condition is required before development commences because works without the mitigation measures in place may cause harm to amenity or highway safety.

5. No part of the development hereby permitted shall be commenced until details for the controlled removal of the following have been submitted to and been approved by the local planning authority.

- a) Cotoneaster plant(s) and root systems.
- b) Japanese Knotweed.

The invasive species shall be removed in accordance with the approved details, prior to any works commencing above slab level and a survey (which has been carried out by a suitably qualified person) shall be submitted to the Local Planning Authority confirming that there has been no regrowth of either plant 12 months after the approved removal scheme has been implemented. If there has been any regrowth a further removal plan shall be submitted to, agreed in writing with the local planning authority and then implemented.

Reason: In order to prevent the spread of an invasive species. In accordance with core strategy Policy CS8

6. Prior to the commencement of development, details of a sustainable surface water drainage scheme and a foul water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The drainage schemes must include:
- a) An investigation of the hierarchy of drainage options in the National Planning Practice Guidance (or any subsequent amendment thereof). This investigation shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water in accordance with BRE365.
 - b) A restricted rate of discharge of surface water agreed with the local planning authority (if it is agreed that infiltration is discounted by the investigations);
 - c) Levels of the proposed drainage systems including proposed ground and finished floor levels in AOD.
 - d) Incorporate mitigation measures to manage the risk of sewer surcharge where applicable; and
 - e) Foul and surface water shall drain on separate systems.

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

Prior to occupation of the proposed development, the drainage schemes shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution.

7. No development shall commence other than as may be required in relation to site clearance and remediation until details of existing ground levels and proposed finished ground and floor levels have been submitted to and approved in writing by the local planning authority. This shall include information of the height of the building, gardens and fences in relation to neighbouring dwellings. The development shall be carried out in accordance with the approved details.

Reason: To ensure an acceptable visual appearance to the development and to protect the outlook and privacy of neighbours.

8. No development above slab level shall be commenced until samples of the materials to be used in the development have been submitted to and been approved by the local planning authority. The agreed materials shall then be used and retained hereafter.

Reason: In the interest of good design and to comply with Policy CS19 of the Core Strategy, adopted January 2016.

9. Five working days written notice shall be given to the Arboricultural Officer before the tree protection fencing is erected. The fencing shall be erected prior to construction and be in place as long as construction work is ongoing.

Reason: In order to protect trees on site in accordance with Core Strategy policy CS21.

10. Prior to the occupation of any dwellings a landscape scheme shall be submitted to and have been approved in writing by the local planning authority. The scheme shall be implemented prior to occupation of any dwellings and shall include the following:

- Tree Planting to reduce the visibility of the building from The Orchard ;
- The total replacement tree planting shall ensure that replacement trees are provided on a 2:1 basis at 12-14cm girth with 2 trees planted for every one lost;
- 'Hedgehog homes' located within the retained woodland area;
- Retention of woodland on the northeast of the site.
- Replacement tree planting with locally native tree species as recommended in Table 6 of the Preliminary Ecological Assessment
- Mitigation for loss of semi improved grassland comprising sowing of a locally native wildflower mix within retained woodland and landscaped areas on site; and
- Ecological improvements which enhance biodiversity.

Reason: In order to reduce the visual impact of the development, mitigate for tree loss and to improve biodiversity on site in accordance with Core Strategy Policy CS8.

11. Prior to the occupation of any apartment hereby approved or the erection of any lighting an external lighting scheme shall be submitted to and approved in writing by the local planning authority. The lighting scheme shall be designed so that it protects ecology and does not result in excessive light spill onto habitats in line with the Bat Conservation Trust's guidelines: <https://www.bats.org.uk/news/2018/09/new-guidance-on-bats-and-lighting>. Only external lighting in accordance with the agreed lighting scheme shall be installed.

Reason: In order to avoid harmful effects from lighting on bats habitats.

12. The development shall not be brought into use until a Car Park Management Plan has been submitted to and agreed by the Local Planning Authority. For the avoidance of doubt, the plan shall set out the frequency and extent of the monitoring regimes with details of how the management will inform the occupiers of the limited parking available and the potential penalties for inconsiderate parking. The plan shall be implemented thereafter.

Reason: To ensure a satisfactory regime of car parking management to prevent excessive car parking on the highway. In the interests of highway and pedestrian safety and to comply with Policy CS7 of the Core Strategy, adopted January 2016

13. No apartment hereby permitted shall be occupied until cycle parking spaces have been provided in accordance with scheme details, that have first been submitted to and approved in writing by the Council as the Local Planning Authority. The cycle storage so provided shall thereafter be made available for such purposes at all times that the apartments are occupied. For the avoidance of doubt, the long stay cycle parking for one cycle per dwelling must be covered and offer a means to secure the cycles. Six secure cycle structures such as Sheffield stands for visitors must be set out on the site, these can be uncovered but overlooked.

Reason: In the interest of sustainable transport provision to encourage travel to/from the site by sustainable modes. To ensure that adequate provision is made for parking cycles and motorcycles on the site and to comply with Policies CS7 and CS19 of the Core Strategy, adopted January 2016.

14. Prior to the occupation of any apartment, details of bird nesting boxes shall have been submitted to and been approved by the local planning authority (e.g. number, type and location on an appropriately scaled plan) and timing. These shall be installed prior to occupation of any apartment and retained hereafter in accordance with the approved details.

Reason: In order to provide habitats for wildlife.

15. Prior to the first occupation of any apartment, a Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development through an appropriate legally binding agreement shall be submitted to and approved in writing by the Local Planning Authority. This shall include:
- 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 inspection 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.

16. No apartment shall be occupied until 11 outdoor, weatherproof electric vehicle charging point readily accessible from a dedicated parking space have been installed to serve the dwellings and are operational.

All charge points shall be:

- a) A minimum of 7KW, and
- b) at Least Mode 3 or equivalent, and
- c) untethered, and
- d) located in order to comply with the Equality Act 2010 and the accessibility requirements set out in the Building Regulations Part M.

All EV charging points shall be clearly marked as such and their purpose explained to new occupants within any home welcome pack.

Reason: In the interests of air quality, promoting sustainable travel opportunities and to comply with Policies CS2, CS7 and CS19 of the Knowsley Local Plan Core Strategy and NPPF Para 110.

17. No apartment hereby approved shall be occupied until a full fibre broadband connection to the apartment has been installed and made available for use.

Reason: To support economic growth in accordance with NPPF Para 112.

18. No tree felling, scrub clearance, vegetation management or building works are 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 buildings, 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 must be submitted for approval to the local planning authority prior to the undertaking of any works.

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

19. During construction works the following measures shall be undertaken to reduce the potential impact on hedgehogs:

- Any trenches dug during the course of construction works must provide a means of escape (e.g., a ramp);
- Materials used during the construction works should be stored away from mammal pathways; and
- Any hedgehog found during construction works should be relocated to the retained woodland area on the northeast of the site.

Reason: In the interests of protecting hedgehogs in accordance with Policy CS8 of the Knowsley Local Plan Core Strategy, adopted January 2016.

20. No gates or other means of obstruction shall be erected across the vehicular access formed as part of this development.

Reason: In the interests of highway safety to prevent vehicles waiting on the adjacent highway and to comply with Policies CS7 and CS19 of the Core Strategy, adopted January 2016.

21. No construction work, 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 hours Saturday.

No work shall take place on Sundays or on 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.

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

- 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
- CS16 - Specialist and Supported Accommodation
- CS17 - Housing Sizes and Design Standards

- CS19 - Design Quality and Accessibility in New Development
- CS20 - Managing the Borough's Historic Environment
- CS21 - Greenspaces and Trees
- CS22 - Sustainable and Low Carbon Development
- CS24 - Managing Flood Risk
- CS26 - Waste Management
- CS27 - Planning and Paying for New Infrastructure

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

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

- H5 - Development within Primarily Residential Areas
- DQ4 - Trees and Development
- DQ5 - Development in Conservation Areas
- ENV2 - Noise and Vibration
- ENV5 - Contaminated Land

This informative is only intended as a summary of the reason(s) for the granting of planning permission. Should you require any further details relating to the decision please contact the relevant case officer (Andrew Hunt on 0151 443 2204)

ARTICLE 35 STATEMENT

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

NOTE FOR APPLICANT:

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

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

- b) In addition, if the requirements of a condition precedent are subsequently not complied with, the development is unauthorised and the only way to rectify the development is the submission of a new application.

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

1. The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848.

Further information is also available on the Coal Authority website at www.gov.uk/government/organisations/the-coal-authority

2. Where United Utilities' assets exist, the level of cover to the water mains and public sewers must not be compromised either during or after construction. For advice regarding protection of United Utilities assets, the applicant should contact the teams as follows:

Water assets - DeveloperServicesWater@uuplc.co.uk

Wastewater assets - WastewaterDeveloperServices@uuplc.co.uk

It is the applicant's responsibility to investigate the possibility of any United Utilities' assets potentially impacted by their proposals and to demonstrate the exact relationship between any United Utilities' assets and the proposed development.

3. See below comments from Merseyside Fire Authority

- Access for fire appliances should comply with the requirements of Approved Document B5 of the Building Regulations.
- Water supplies for fire-fighting purposes should be risk assessed in accordance with the undermentioned guidance in liaison with the water undertakers (United Utilities - 0161 907 7111) with suitable and sufficient fire hydrants supplied.
- Housing - The premises should comply with Section 55 of the County of Merseyside Act 1980

4. The applicant, their advisers and contractors should be made aware that if any bat species are found, then as a legal requirement, work must cease, and advice must be sought from a licensed specialist.

5. The proposed drainage scheme shall incorporate measures to avoid drainage impacts on neighbouring properties.

6. It is an offence to carry out any works within the public highway without the permission of the Highway Authority. The developer will be required to enter into an agreement with the Council to enable the works to be carried out.

7. If any Japanese Knotweed is on site they must be appropriately treated and disposed of in accordance with the Wildlife and Countryside act. <https://www.gov.uk/guidance/prevent-japanese-knotweed-from-spreading>



Executive Director - Regeneration and Economic Development

Date: 21 November 2022

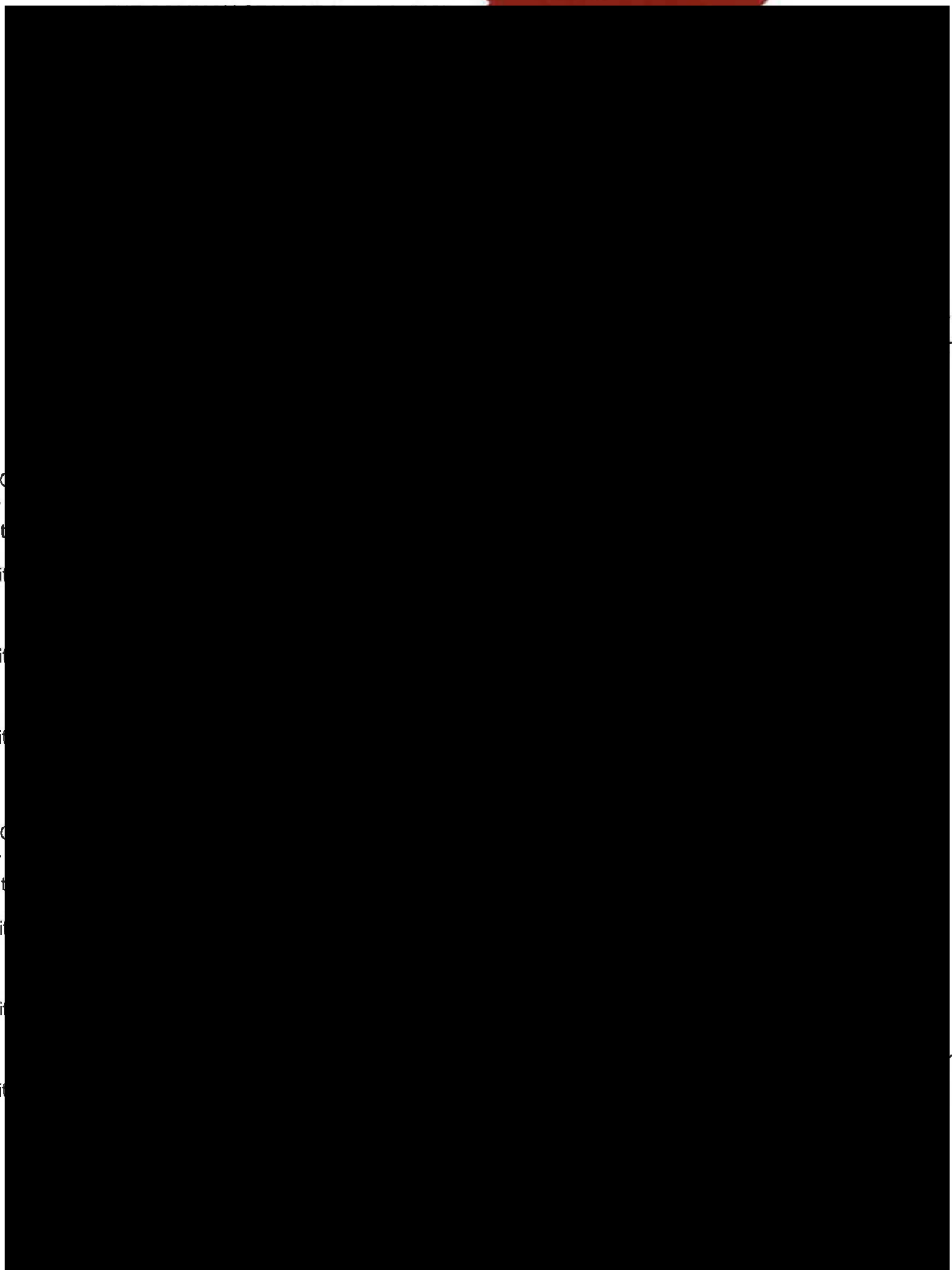
DRAFT

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

Appeals to the Secretary of State

- If you are ~~approved~~ 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.



SIC
by
in t
Wi

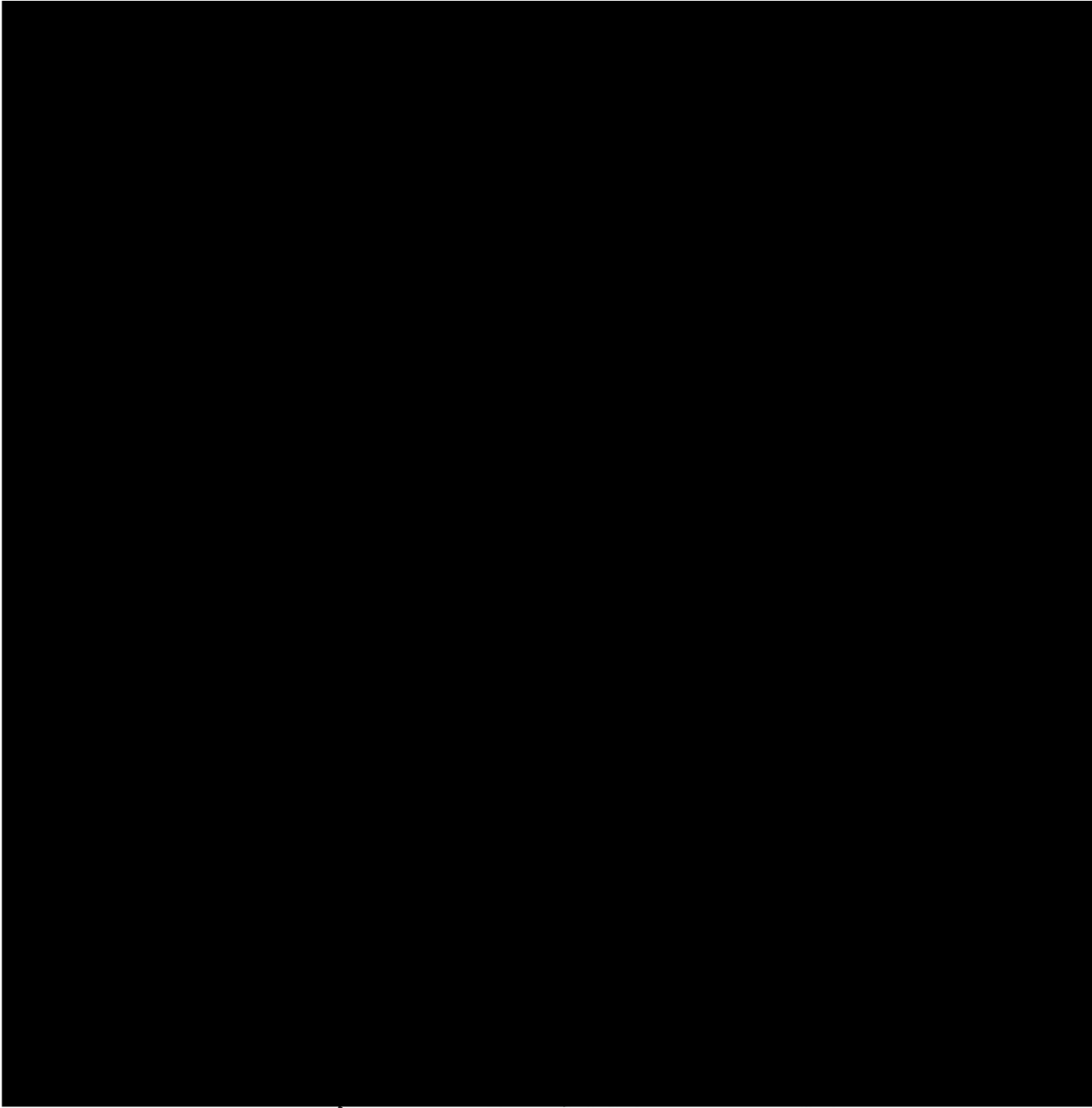
Wi

Wi

SIC
by
in t
Wi

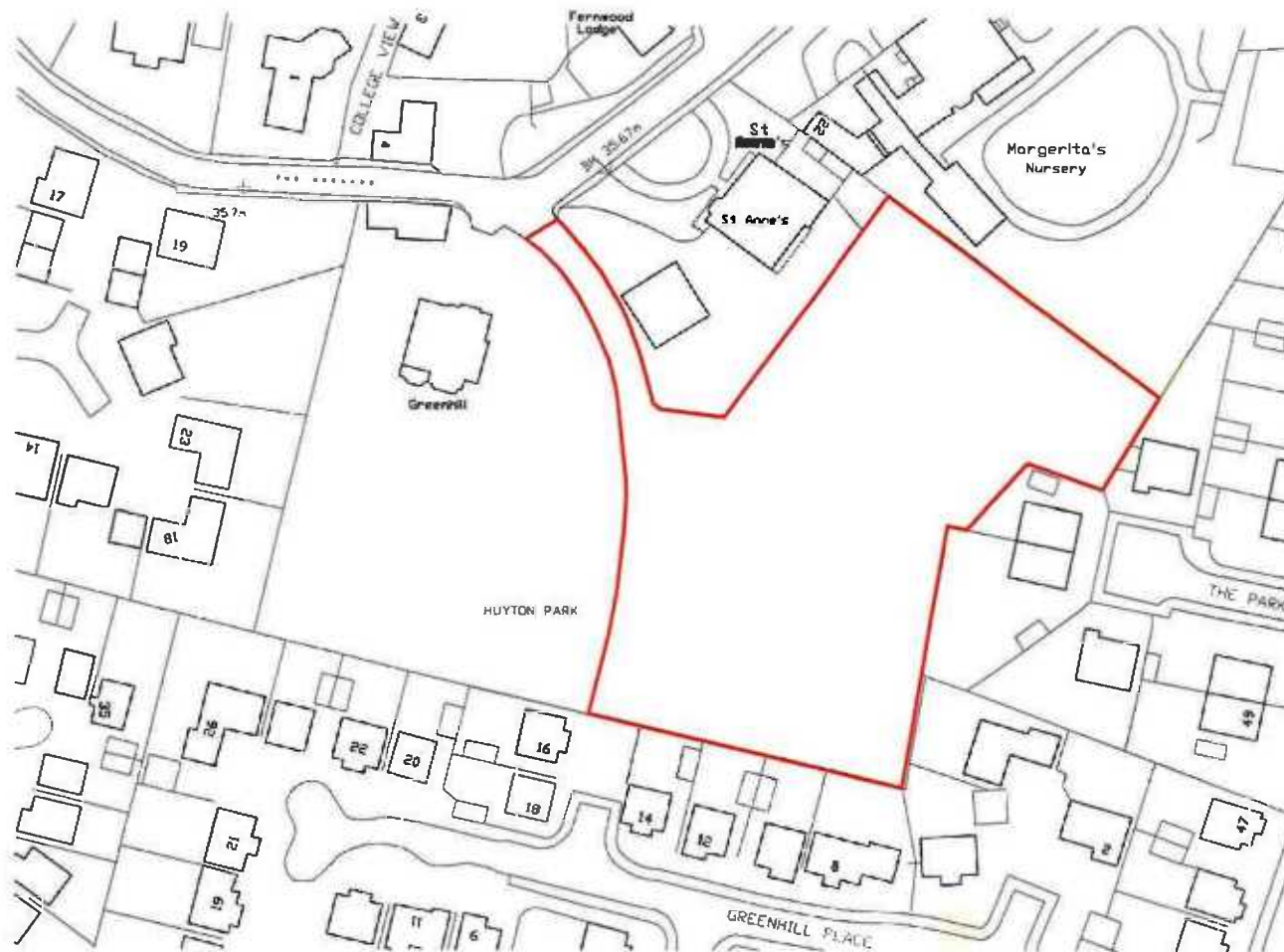
Wi

Wi



NOTES

All drawings to be checked on site. Figures dimension to be read in preference to scaled. Keith Davidson Partnership accepts no responsibility for any unauthorised amendments to the drawing and does not permit unauthorised copying of this drawing. This drawing is copyright and remains the property of Keith Davidson Partnership unless otherwise agreed.



Location Plan
Scale 1:1250

A	House adjacent to access road shown on site plan	DE	16.03.22	JL	16.03.22	JL	16.03.22
Version	Approved	Drawn & Date	Checked & Date	Approved & Date			
KeithDavidsonPartnership 13 Bishopscott Terrace St James's Park, Liverpool L3 5PC Telephone : +44 (0) 151 706 1777 Email : info@keithdavidsonpartnership.com Web : www.keithdavidsonpartnership.com							
Project Name 1901							
Client Anthony Grant							
Project Name The Orchard, Huyton							
Drawing Title Location Plan							
Scale 1:1250	Original Size A4	PLANNING					
Date 14/03/22	Drawn A	Checked DE	Approved DE				
Drawing Number							Scale
00							Revised A