

Dated 20th October 2025

Knowsley Metropolitan Borough Council

and

BDW Trading Limited

**Agreement pursuant to Section 106 of the Town and
Country Planning Act 1990**

**Land south of Cherryfield Drive, Kirkby Town
Centre, Knowsley
(24/00068/FUL)**

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This Agreement is made the 20th October

2025

Between:

- (1) **Knowsley Metropolitan Borough Council** of Municipal Buildings, Huyton L36 9UX
(Council)
- (2) **BDW Trading Limited** (Co. Reg. No. 03018173) of Barratt House, Cartwright Way,
Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (**Developer**);

known collectively as the **Parties**.

Recitals:

- (A) The Council is the Local Planning Authority, Local Highway Authority and Local Education Authority for the purposes of the 1990 Act for the area within which the Site is situated.
- (B) The Developer is the freehold owner of the Site under Land Registry title number MS252379
- (C) The Developer has submitted the Planning Application.
- (D) The Developer is desirous of undertaking the Development at the Site pursuant to the Planning Permission and this Deed.
- (E) The Council has identified planning obligations and contributions to be used towards infrastructure within the Borough of Knowsley in order to make the Development acceptable in planning terms.
- (F) The Council has resolved to grant the Planning Permission subject to the completion of this Deed.
- (G) This Deed is entered into by the Parties pursuant to section 106 of the 1990 Act and section 111 of the Local Government Act 1972 to secure the planning obligations on the terms set out herein.

Now it is hereby agreed as follows:

1. **Definitions and Interpretation**

1.1. In this Deed:

"1990 Act" the Town and Country Planning Act 1990 (as amended);

"Commencement" the commencement of the Development by the carrying out of a material operation (as defined by section 56(4) of the 1990 Act) provided always that:

- (a) any works necessary in undertaking a land survey or investigation of or obtaining soil samples from the Site whether that be in respect of any requirements for environmental or ecological studies or otherwise;

- (b) any remedial works on the Site necessary to prevent the risk of harm to human health and safety or required in order to remediate the Site or comply with any condition imposed upon the grant of a planning permission or any licence;
- (c) works of demolition and Site clearance including earth works, re-grading, below ground works and landscape clearance works;
- (d) works of archaeological excavation on the Site;
- (e) erection of hoardings, temporary enclosures, fences and other security measures on the Site including any advertisements upon them;
- (f) works for the removal, provision and diversion of services;
- (g) the provision of haul roads and construction of temporary accesses and parking areas to facilitate the carrying out of the Development;
- (h) erection of temporary facilities for security personnel and the erection of security cameras;
- (i) the construction of a temporary Site compound and welfare facilities/buildings/enclosures or a temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite;
- (j) any other preparatory works as may be agreed in writing with the Council (acting reasonably),

shall for the purposes of this Deed and no other purposes be deemed not to constitute a material operation and consequently shall not individually or together constitute works which shall begin or be deemed to commence the Development and **Commence the Development and Commencement of 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;

"Contributions"

the financial contributions to be paid to the Council whose amounts (£) are defined (subject only to being Index Linked) in Part 3 of Schedule 1 of this Deed and **Contribution** shall be construed accordingly;

"Development"

demolition of existing buildings and erection of 800 dwellings (Use Class C3) with vehicular access from Cherryfield Drive and Bewley Drive and associated

	landscaping and infrastructure , amendment to the existing Cherryfield Drive car park to provide a revised layout, landscaping and 16 additional parking spaces and highway improvements to Cherryfield Drive;
"Dwelling"	any unit of self-contained residential accommodation constructed on the Site pursuant to the Planning Permission;
"Expert"	an independent person nominated pursuant to clause 8.1 of this Deed;
"Index"	the General Index of Retail Prices compiled and published by the Office of National Statistics or any other such index that substitutes the General Index of Retail Prices;
"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"	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 and Indexation shall be construed accordingly;
"Interest"	interest at 4% above the base lending rate of Barclays Bank plc from time to time;
"Market Housing Unit"	any Dwelling which is not an Affordable Housing Unit (as defined in Schedule 1) and Market Housing Units shall be construed accordingly;
"Occupation"	occupation of a Dwelling for its intended purpose pursuant to the Planning Permission save for the purpose of construction, fitting out, security or marketing and the expressions ' Occupy ' and ' Occupied ' shall be construed accordingly;
"Parties"	the parties to this Deed and ' Party ' shall be construed accordingly;
"Planning Application"	the planning application for the Development with reference 24/00068/FUL validated by the Council on 14 May 2024;
"Planning Permission"	the planning permission to be granted pursuant to the Planning Application a draft of which appears at Appendix 1, subject to any non-material amendment thereto which may be authorised from time to time pursuant to section 96A of the 1990 Act;

"Practical Completion"	the issue of a certificate of practical completion by the Developer's architect that the relevant works have been completed in all material respects and the words 'Practically Completed' shall be construed accordingly;
"RICS"	the Royal Institution of Chartered Surveyors;
"s.38 Agreement"	an agreement made pursuant to s.38 of the Highways Act 1980 for the adoption of highways within the Site;
"Site"	the land south of Cherryfield Drive, Kirkby Town Centre, Knowsley shown edged red on the plan numbered H9305-DWH-XX-XX-DR-UD-201001 P01 at Appendix 2;
"Working Day"	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 2 January inclusive.

1.2. In this Deed where the context so requires:

- 1.2.1. the singular includes the plural and vice versa;
- 1.2.2. references to clauses, Schedules and paragraphs are references to clauses, Schedules and paragraphs in this Deed except where otherwise specified;
- 1.2.3. references to a paragraph or sub-paragraph in a Schedule are references to paragraphs or sub-paragraphs in that Schedule except where otherwise specified;
- 1.2.4. title headings to the clauses, Schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;
- 1.2.5. references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification, extension, consolidation or re-enactment thereof for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it;
- 1.2.6. the expression the Developer shall include successors in title to the Developer and its assigns and all persons deriving title to all or part of the Site under or through them and the expression the Council shall include any successor to the relevant statutory function thereof; and
- 1.2.7. the words other, include, including and in particular do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.2.8. Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing

2. Commencement

Save for this clause and clauses 5 and 7 to 16 inclusive which shall come into effect on the date hereof, the provisions of this Deed shall come into effect following issue of the Planning Permission and Commencement of Development with the exception of any of the provisions within the Schedule 1 to this Deed, the enforceability of which requires them to take effect upon the grant and issue of the Planning Permission.

3. Developer's Covenants

- 3.1. The Developer covenants with the Council to comply with the obligations in Schedule 1 of this Deed.
- 3.2. The Developer covenants with the Council to pay on the date hereof the Council's reasonable legal costs reasonably incurred in connection with the negotiation and completion of this Deed.
- 3.3. The Developer covenants to pay to the Council a s.106 Registration Fee of £315 on the date of this Deed.

4. Council's Covenants

The Council covenants with the Developer to comply with the obligations in Schedule 2 to this Deed and to discharge its functions in accordance with this Deed in a timely and reasonable manner.

5. Legal Effect

- 5.1. This Deed is made pursuant to section 106 of the 1990 Act and constitutes a planning obligation binding the Site which is enforceable by the Council. Subject to clause 5.2, the obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they are enforceable not only against the Developer but also against any successors in title or assigns of the Developer and any person claiming through or under the Developer an interest or estate in the Site or any part of it as if that person had been the original covenanting party in respect of the interest for the time being held by it. To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 1 of the Localism Act 2011, section 111 Local Government Act 1972 and all other enabling powers. So far as the obligations, covenants and undertakings in this Deed are given by the Council, they are entered into under the relevant powers referred to in this clause and those obligations, covenants and undertakings are enforceable against the Council.
- 5.2. No persons shall be liable for any breach, non-performance or non-observance of the covenants, obligations and restrictions contained in this Deed after he shall have parted with all interest in the Site or part of the Site in respect of which such breach occurs (or whilst he shall have no interest in the part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 5.3. No part of this Deed shall or may be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party shall be required under that act to any cancellation or variation of this Deed.

- 5.4. Nothing 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 its functions as a local authority.
- 5.5. If any provision or part provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be deemed to be affected or impaired.
- 5.6. For the purposes of clause Schedule 1, a person parts with all interest in the Site or part thereof (or has no interest in respect of a part thereof) notwithstanding the existence or reservation of any rights or the imposition of any covenants or restrictions over it enforceable by or otherwise benefiting him.
- 5.7. The planning obligations in this Deed shall not be enforceable against:
- 5.7.1. owners or owner-occupiers or tenants of any individual Dwelling nor against those deriving title from any of them (save only in respect of Schedule 1 Part 1, paragraphs 5, 6, 7 and 8 in respect of Affordable Housing Units but always subject to Parts 2 and 3 of that Schedule); nor
 - 5.7.2. any mortgagee or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or any receiver unless and until it becomes a mortgagee in possession; nor
 - 5.7.3. any statutory undertaker holding an estate or interest in the Site or part of the Site nor against plant equipment conduits or structures located there for its operational purposes; nor
 - 5.7.4. anyone whose only interest in the Site is in the nature of the benefit of an easement or covenant; nor
 - 5.7.5. any RP (as defined in Schedule 1Part 1) acquiring an interest in any part of the Site SAVE THAT if that RP should be acquiring an interest in a part of the Site pursuant to Schedule 1Part 1 that RP shall be bound by the provisions of Part 1 of the said Schedule 1Part 1.
- 5.8. Unless it is specified that a matter is in the Council's absolute discretion where any agreement, consent, approval or expression of satisfaction is to be obtained from any party under the terms of this Deed, the Parties agree that the same shall not be unreasonably withheld or delayed AND for the avoidance of any doubt any alleged breach of this obligation shall be capable of determination in accordance with clause 8 as a decision of the Expert pursuant thereto to agree, consent, approve or otherwise express satisfaction being deemed to be such agreement, consent, approval or other expression of satisfaction on the part of the Party from whom it was sought for the purposes of this Deed.
- 5.9. Subject always to clause 12.3 in respect of any planning permission granted pursuant to section 73 of the 1990 Act, 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.
- 5.10. Where in this Deed any party covenants not to act such covenant shall include an obligation not to permit or suffer such an act by another person. Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against

every person so bound jointly and against each of them individually unless there is an express provision otherwise.

- 5.11. The provisions of this Deed shall have immediate effect upon the completion of this Deed save that clauses 2, 3 and 10 and Schedules 1 and 2 shall not have effect until

5.11.1. the Deed is executed by all parties and is dated:

5.11.2. the Council has issued the Planning Permission; and

5.11.3. Commencement of Development has occurred.

For the avoidance of doubt no party bound by the terms of this Deed shall be required to ensure that upon any disposal of their interest in the Site a disponent shall enter into a 'Confirmatory Deed' (as hereafter defined) PROVIDED THAT the entirety of the interest disposed of is already bound by the terms of this Deed under s106 of the 1990 Act.

6. Notices

- 6.1. The Developer will notify the Council within 10 (ten) Working Days prior to the anticipated date of each of the following:

6.1.1. Commencement of the Development;

6.1.2. first Occupation of the first Dwelling to be Occupied on the Site;

6.1.3. completion of the s.38 Agreement entered into with respect to the Site of if more than one the first s.38 Agreement entered into with respect to the Site;

6.1.4. first Occupation of the 170th Market Dwelling to be Occupied on the Site;

6.1.5. first Occupation of the 350th Market Dwelling to be Occupied on the Site.

7. Validity of Notices

- 7.1. All notices, requests, demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by letter by way of first class post or recorded delivery post or hand to the party to which such notice, request demand or other written communication is to be given or made under this Deed and addressed as follows:

7.1.1. if to the Council: to its address specified above and marked for the attention of the Head of Planning or such other successor officer responsible to development management matters at the Council;

7.1.2. if to the Developer: to its address specified above or such other address for service as shall have been previously notified by the Developer in writing and if the Developer is a company, then to be made for the attention of the Company Secretary.

- 7.2. Any notice request or demand or other written communication shall be deemed to have been served as follows:

- 7.2.1. if delivered by hand, the next Working Day after the day of delivery unless the delivery was signed for in which case it shall be the time the delivery was signed for that service will be deemed to have occurred;
- 7.2.2. if sent by first class post, the day 2 (two) Working Days after the date of posting; or
- 7.2.3. if sent by recorded delivery, at the time delivery was signed for,

and in proving service for the purposes of either clauses 7.2.2 or 7.2.3 it shall be sufficient to prove that the envelope containing such notice, request, demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid envelope.

- 7.3. If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 7.4. Any notice or other written communication to be given by the Council will be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

8. **Dispute Resolution**

- 8.1. Save in respect of any matter expressed to be in the Council's absolute discretion in the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed including questions of value and Indexation and any question of reasonableness (but excluding any matter that relates to the quantum of any Contribution (save Indexation on such Contribution) that they are required to make pursuant to this Deed) the same shall (subject to clause 8.6) be referred to an independent person (**Expert**) for determination in accordance with the following provisions:
 - 8.1.1. the Expert shall have at least 10 (ten) years post qualification experience in the subject matter of the dispute;
 - 8.1.2. where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;
 - 8.1.3. where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of RICS; and
 - 8.1.4. where such dispute relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties or in default of agreement appointed on the application of either party or at the direction of the President for the time being of the Royal Town Planning Institute,

PROVIDED THAT the parties may otherwise agree an alternative Expert appropriate to the nature of the dispute.

- 8.2. Unless otherwise agreed by the parties to the dispute the Expert is to act as an independent expert and:
- 8.2.1. each party may make written representations within 10 (ten) Working Days of the appointment of the Expert and will copy the written representations to the other party;
 - 8.2.2. each party is to have a further 10 (ten) Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 8.2.3. the Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;
 - 8.2.4. the Expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
 - 8.2.5. the Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 8.2.6. the Expert is to use all reasonable endeavours to publish his decision within 25 (twenty five) Working Days of his appointment (or such other time period as may be agreed between the Expert and the Parties).
- 8.3. Responsibility for the costs of referring a dispute to an Expert under this clause 8 including costs connected with the appointment of the Expert and the Expert's own costs will be decided by the Expert.
- 8.4. The Expert shall act as an expert and not as an arbitrator and his decision will subject to clause 8.5 (in the absence of manifest error) be final and binding on the parties to the dispute.
- 8.5. The provisions of this clause shall not affect the ability of either party to apply for and be granted any of the following: declaratory relief, injunctions, specific performance, payment of any sum, damages, and any means of enforcing this Deed and consequential and interim orders and relief.
- 8.6. No dispute difference or question may be referred to the Expert unless the dispute difference or question has first been communicated from one party to the other party by notice in writing and the parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so within 10 (ten) Working Days from the date of that meeting.

9. **Local Land Charge Provisions**

- 9.1. This Deed is a local land charge and shall be registered by the Council as such.
- 9.2. On the written request of the Developer and payment of an administrative fee at any time after each or all of the obligations have been performed or otherwise discharged the Council will issue a written confirmation of such performance or discharge.

- 9.3. Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 12 the Council will on the written request of the Developer record such performance or determination in the Local Land Charges Register in respect of this Deed.

10. **Forward Funding**

The Council shall be entitled to expend monies up front to enable the delivery of infrastructure secured by the planning obligations in this Deed and if it does so it can reimburse itself from the relevant Contribution or a share of the relevant Contribution as and when received.

11. **Indexation, Late Payment and VAT**

- 11.1. The Contributions payable by the Developer pursuant to the Schedules to this Deed shall be Index Linked and where the Developer is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose such sum shall also be Index Linked.
- 11.2. If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the actual date of payment.

12. **Duration**

- 12.1. This Deed will end (to the extent it has not already been complied with), if the Planning Permission:
- 12.1.1. is quashed or revoked;
 - 12.1.2. is modified by any statutory procedure without the consent of the Developer; or
 - 12.1.3. expires before Commencement.
- 12.2. Where this Deed ends pursuant to clause 12.1 the Council covenants with the Developer that it will:
- 12.2.1. remove all entries made in the Register of Local Land Charges in respect of this Deed within 20 (twenty) Working Days ceasing to have effect; and
 - 12.2.2. repay any Contributions that have been paid and which are not Committed in accordance with Schedule 2.
- 12.3. If the Council agrees pursuant to an application under section 73 of the 1990 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 1990 Act, the covenants and 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 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

13. **Change in Ownership**

The Developer covenants with the Council to provide the Council with immediate written notice of any change in ownership of any part of the Site (other than a disposal to any person against whom this Deed is not enforceable pursuant to clause 5.7 other than any disposal to an RP) 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 purchased by reference to a plan.

14. **Waiver**

No waiver (whether expressed or implied) by the Council of any breach or default by the Developer in complying with any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by the Developer of the relevant terms or conditions or for acting upon any subsequent breach or default.

15. **Jurisdiction**

This Deed will be governed by and interpreted in accordance with English Law.

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.

Schedule 1

Part 1 - Affordable Housing

1. In this Schedule the following words and expressions below shall mean as follows:

"2008 Act"	the Housing and Regeneration Act 2008;
"Affordable Housing"	affordable housing as described and defined in Annex 2 of the NPPF or any planning policy statement, guidance notes or circulars which may supersede it;
"Affordable Housing Contract"	a binding contract with an Approved RP for the sale (which shall be by way of freehold or long leasehold) and construction of the Affordable Housing Units and such contract shall include terms that require: (a) full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Housing Units subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption; (b) full and free rights for the passage of water, soil, electricity, gas if provided and other services through the pipes, drains, channels, wires, cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Units subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption; (c) such other commercial terms and conditions as may be reasonably required by the Developer and the Approved RP;
"Affordable Housing Plan"	a drawing identifying the type location and tenure of the Affordable Housing Units on the Site;
"Affordable Housing Scheme"	the scheme to be submitted in accordance with Part 1 of this Schedule which shall include details of: (a) the quantum (delivering not less than 10% or 81) of the Dwellings to be

secured as Affordable Housing, the types, tenure and location of the Affordable Housing Units on the Site;

- (b) the timing of the construction of the Affordable Housing Units and their phasing in relation to the occupancy of the Market Housing Units;
- (c) the arrangements for the transfer of the Affordable Housing Units to an Approved RP;
- (d) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing Units;
- (e) confirmation that the eligibility criteria to be used for determining the identity of the occupiers of the Affordable Housing Units and the means by which such eligibility criteria shall be enforced shall be in accordance with the criteria current at the date of submission of the Affordable Housing Scheme,

AND for the avoidance of doubt shall include an Affordable Housing Plan;

"Affordable Housing Unit"

a Dwelling to be provided as Affordable Housing in accordance with the approved Affordable Housing Scheme;

"Affordable Rent"

the rent charged for an Affordable Rented 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 SAVE THAT the rent charged under all lettings may be increased annually by a proportion permitted by the relevant regulation or statute or by Homes England;

"Affordable Rented Unit"

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

"Approved RP"

any RP which at the date of this Deed is on the Council's approved list (if any) or such

other RP as is nominated by the Developer and approved in writing by the Council and **Approved RPs** shall be construed accordingly;

"Chargee"

any mortgagee or chargee of a RP or any manager or receiver (including an administrative receiver or administrator (including a housing administrator) 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;

"Homes England"

the Government's agency for the administration of affordable housing subsidy which definition shall include any successor agency/organisation taking over such functions;

"Intermediate Housing"

Affordable Housing which is within the definition of 'Other affordable routes to home ownership' contained in Annex 2 of the NPPF;

"NPPF"

the National Planning Policy Framework (December 2024) or any planning policy statement, guidance notes or circulars which may supersede it and which is current at the date of this Deed;

"Protected Tenant"

means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- (c) has acquired an Affordable Housing Unit from a Registered Provider through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof; or

- (d) has been granted a Shared Ownership Lease in respect of a particular Affordable Housing Unit and the tenant has purchased all remaining shares so that the tenant owns the entire Affordable Housing Unit;

"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 Unit after deduction of all reasonable costs and expenses of the Approved RP (including without limitation its administrative valuation and legal costs and fees) and
- (b) the net premium payable by any person exercising any right to buy an interest in an Affordable Rented Unit after the deduction of all reasonable costs and expenses of the Approved RP (including without limitation its administrative valuation and legal costs and fees) and
- (c) the amounts repayable to central government or any RP by any person that has exercised a right to buy an interest at a preferential rate;

"Regulator of Social Housing"

the Government's agency for regulating RPs and publishing rent standards which definition shall include any successor agency/organisation taking over such functions;

"RP":

a registered provider being a social landlord registered with the Regulator of Social Housing as defined in the 2008 Act whose housing management standards are no less than the Council requires of its Approved RPs;

"Service Charge"

the amount payable by the owner or occupant of any Affordable Housing Unit 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;

"Shared Ownership Lease"

a lease in accordance with the guidance on model leases issued by Homes England in

the Affordable Housing Capital Funding Guide or any superseding guidance under which a Shared Ownership Unit may be disposed of by way of shared ownership lease granted at a premium to be paid by the shared ownership lessee upon completion or raised by way of mortgage or charge and an annual rental element which is a percentage of the market value of the unsold equity as at the date of the grant of the lease and under which the provisions of the lease enable the shared ownership lessee to acquire the balance of the equity interest in the relevant Shared Ownership Unit via a Staircasing Event;

"Shared Ownership Unit"

an Affordable Housing Unit which is Intermediate Housing disposed of by way of a Shared Ownership Lease to persons who cannot afford to meet their housing needs in the open market and **Shared Ownership Units** shall be construed accordingly;

"Social Rented Unit"

an Affordable Housing Unit owned by an Approved RP let at a Ceiling Rent to Occupiers who are eligible via the Council's Housing Allocation Policy and **"Social Rented Units"** shall be construed accordingly;

"Staircasing Event"

any occasion on which a shared ownership lessee acquires additional equity in an Affordable Housing Unit pursuant to a Shared Ownership Lease or a tenant of an Affordable Rented Unit acquires equity in that Affordable Housing Unit and includes a statutory right to buy or right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force;

"Voluntary Affordable Housing"

any Market Housing Unit in relation to which the Owner/Developer for the time being elects on a purely voluntary basis and outside the terms of this Deed to manage and occupy any such Dwelling or Dwellings as though any such Dwelling or Dwellings are Affordable Housing.

The Developer covenants with the Council as follows:

Part 2- Affordable Housing Scheme

1. The Developer covenants:
 - 1.1. to deliver a minimum of 10% (ten percent) of the Dwellings as Affordable Housing in accordance with the terms of this Part 2

- 1.2. that 75% (seventy-five percent) of the Affordable Housing Units shall be Affordable Rented Units and 25% (twenty-five percent) of the Affordable Housing Units shall be Intermediate Housing.

2. Affordable Housing Scheme

- 2.1. Prior to Commencement of Development, the Developer shall submit to the Council for its approval in writing the Affordable Housing Scheme and shall not Commence the Development until the Affordable Housing Scheme has been approved in writing by the Council.
- 2.2. Thereafter, the Developer shall deliver the Affordable Housing Units as part of the Development in accordance with the Planning Permission and the approved Affordable Housing Scheme (subject to paragraph 4.3 of this Part 2).

3. Tenure Blind and Standards

- 3.1. To ensure the creation of mixed and balanced communities and that the Affordable Housing Units shall not be visually distinguishable from the Market Housing Units based upon their external appearance unless otherwise agreed in writing between the Developer and the Council and for the avoidance of doubt any plans approved by the Planning Permission are deemed to comply with this obligation.
- 3.2. That the Affordable Housing Units shall be constructed to an external and structural standard equal to the Market Housing Units so as to be tenure blind,

4. Delivery Mechanism

- 4.1. The Affordable Housing Units shall be transferred to an Approved RP together with such access and including rights for such foul and surface water sewers and water supply, gas (if provided), electricity and telecommunications service systems for the relevant Affordable Housing Units as appropriate and reasonable for their use.
- 4.2. The Developer shall enter into an Affordable Housing Contract with an Approved RP in relation to the Affordable Housing Units and provide evidence of such in writing to the Council within the timescale set out in the Affordable Housing Scheme.
 - 4.2.1. If an Affordable Housing Contract has not been entered into pursuant to paragraph 2 of this Part 2 within 6 (six) months of the date of first marketing or where such contract has been entered into but terminated by the Approved RP then the Developer shall be entitled to seek the Council's approval of an alternative tenure mix/split for the Affordable Housing Units and the Council shall be entitled to request such evidence as is reasonably required to determine the Developer's application made pursuant to this paragraph 4.2.
- 4.3. The Developer shall not cause or permit more than 33% of Market Dwellings to be Occupied until 50% of the Affordable Dwellings have been
 - 4.3.1. constructed to Practical Completion
 - 4.3.2. transferred to one or more Approved RPs
 - 4.3.3. made available for Occupation

- 4.4. The Developer shall not cause or permit more than 66% of Market Dwellings to be Occupied until 100% of the Affordable Dwellings have been

4.4.1. constructed to Practical Completion

4.4.2. transferred to one or more Approved RPs

4.4.3. made available for Occupation

5. Affordability Levels

- 5.1. The rent payable by the occupier of an Affordable Rented Unit shall be an Affordable Rent and no Affordable Rented Unit shall be Occupied other than as an Affordable Rented Unit

- 5.2. The initial premium and the rent payable by the occupier of any Shared Ownership Unit shall be as follows:

5.2.1. the initial premium shall be no less than 10% (ten per cent) and not more than 75% (seventy-five per cent) of the market value as at the date of the Shared Ownership Lease; and

5.2.2. the annual rental element shall be no more than 2.75% (two point seven five per cent) of the unsold equity at the date of the Shared Ownership Lease.

6. Shared Ownership Units

The Shared Ownership Units shall not be disposed of on their initial sale other than by way of a Shared Ownership Lease unless otherwise agreed in writing by the Council.

7. Occupation/Nominations

The Affordable Rented Units shall be subject to the following nomination rights:

- 7.1. 100% (one hundred per cent) of the Affordable Rented Units are to be available for Occupation by nominees of the Council and the timescales and procedures for nominations shall be determined by a nominations agreement to be entered into between the Council and the Approved RP:

7.1.1. in the form specified by the Council (acting reasonably); and

7.1.2. by no later than the first Occupation of any of the Affordable Housing Units.

- 7.2. nominees of the Council shall occupy the Affordable Rented Units as soon as reasonably practical following the date of their completion (the **Initial Lettings**);

- 7.3. on the RP obtaining vacant possession of the Affordable Rented Units or after the Initial Lettings, 50% (fifty per cent) of all subsequent lettings and re-letting of the Affordable Rented Units shall be to nominees of the Council;

and the timescales and procedures for nominations shall be determined by a nominations agreement to be entered into between the Council and the Approved RP in the form specified by the Council (acting reasonably) by no later than the first Occupation of any of the Affordable Housing Units.

8. Application of Receipts

- 8.1. In the event that the tenant or other Occupier of an Affordable Rented Unit exercises the right to acquire under applicable legislation to procure that any Approved RP shall use or procure the use of Receipts to fund the provision of further Affordable Housing and to make such provision within the borough of Knowsley in accordance with the provision of paragraph 8.3.
- 8.2. In the event that an Occupier of an Affordable Ownership Unit exercises the right to acquire a further equity interest to use or procure the use of the Receipts to fund the provision of further Affordable Housing and to make such provision within the borough of Knowsley in accordance with the provisions of paragraph 8.3.
- 8.3. In respect of Shared Ownership and Social Rented Units:
 - 8.3.1. to give notice to the Council as soon as reasonably possible following any disposal of an equity interest or any other disposal takes place and to thereafter calculate the Receipts and thereafter notify the same in writing to the Council;
 - 8.3.2. 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 prescribed by the Council but in any event the timescales shall be not more than three years from notifying the Council of Receipts; and
 - 8.3.3. the Receipts shall be held in a separate designated account by the Approved RP and it shall at least once a year supply to the Council a statement showing monies held on such account with such supplemental information showing how such funds are derived and the use of such sums on accordance with the provisions of paragraph 8.3.2 as the Council may require to satisfy itself that monies are being used for the provision of Affordable Housing in Knowsley

9. Voluntary Affordable Housing

- 9.1. Nothing in this Deed shall prevent the Owner for the time being of any of the Market Dwellings electing on a purely voluntary basis and outside of the terms of this Deed to manage and occupy any such Dwelling or Dwellings as though any such Dwelling or Dwellings are Affordable Housing on a voluntary basis and for the avoidance of doubt and it is hereby agreed and understood between the parties as follows:
 - 9.1.1. The provisions of this Part 1 of Schedule 1 of this Deed shall not apply to such Voluntary Affordable Housing; and
 - 9.1.2. Any reference to "Market Dwellings" at paragraphs 3.4 and 3.5 of this Part 1 of Schedule 1 of this Deed above shall include any Voluntary Affordable Housing Units.

Part 3- Mortgagee Exclusion Clause

1. The provisions of Part 2 of this Schedule:
 - 1.1. shall not bind any Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT:

- 1.1.1. the Chargee shall first give written notice to the Council of its intention to dispose of the relevant Affordable Housing Unit(s) and shall have used reasonable endeavours over a period of 3 (three) calendar months from the date of the written notice to complete a disposal of the Affordable Housing Unit to another RP or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses; and
- 1.1.2. if such disposal has not completed within the 3 (three) calendar month period the Chargee shall be entitled to dispose of the relevant Affordable Housing Unit(s) free of the affordable housing restrictions affecting that Affordable Housing Unit(s) imposed in this Deed which provisions shall determine absolutely in that respect.
- 1.2. shall not be binding upon any Protected Tenant;
- 1.3. not bind any person deriving title from any such person as is mentioned in paragraph 1.1 to 1.2 inclusive of this Part 3 of this Schedule,

AND when evidence has been submitted to the Council that an amendment to or replacement of this paragraph 1 is reasonably required to facilitate the exchange of contracts for specified Affordable Housing Units, the Developer may apply in writing to the Council for a variation to this paragraph 1 or replacement of it in respect of those Affordable Housing Units such variation to be recorded using the form of memorandum set out at Appendix 3 to this Deed AND where such application is accepted (in its absolute discretion) by the Council the execution of which memorandum by the Developer and the Council shall be to the effect that the mortgagee in possession clause enforceable in respect of those Affordable Housing Units (and those units only) shall be as set out in the memorandum.

Part 4 Financial Contributions

1. In this Part the following words and expressions shall unless the context requires have the meaning set out below:

"Healthcare Contribution":	the sum of £816,769 (eight hundred and sixteen thousand seven hundred and sixty-nine pounds) (Index Linked) to be used towards the creation of additional healthcare floorspace in either Millbrook Medical Centre situated in Southdene Primary Care Resource Centre or St Laurence's Medical Centre
"Highway Contribution	the sum of £6,500 (six thousand five hundred pounds pounds) (Index Linked) to be used towards the implementation of a Traffic Regulation Order for a controlled parking zone covering the entire Site
"Monitoring Contribution"	the sum of £8,000 (eight thousand pounds) (Index Linked) to be used towards the additional resource costs to the Council arising from the monitoring of the Development and the obligations arising under this Deed

"Offsite Tree Planting Contribution"	the sum of £461,901.88 (four hundred and sixty-one thousand nine hundred and one pounds and eighty-eight pence) (Index Linked) to be used towards the provision of offsite tree planting in the Kirkby area
"Public Open Space Contribution"	the sum of £1,999,128.26 (one million nine hundred and ninety-nine thousand one hundred and twenty-eight pounds and twenty-six pence) (Index Linked) to be used towards improvements to existing public open space at • Millbrook Millenium Green • St Chads • Valley Meadows • Kirkby Brook • Kirkby town center Play Improvement Project • Kirkby Allotments • Sports Facility and pitch improvements in the Kirkby Community Area;
"Secondary Education Contribution"	means the sum of £4,398,720 (four million three hundred and ninety-eight thousand seven hundred and twenty pounds) (Index Linked) to be used towards the permanent expansion of a secondary school in Kirkby
"Social Value Strategy"	means a strategy for providing training programmes and delivering social value during construction and end use phases of the Development as required and described in the SPD and which has been submitted by the Owner in support of the Application approved by the Council as part of the Planning Permission and annexed to this Deed
"Social Value Contribution"	means the sum of £56,000 (fifty-six thousand pounds) to be used by the by the Council's approved partner organisation to support the provision of social value activity relevant to the Development in accordance with the approved Social Value Strategy. Social Value activity may include but shall not be limited to the provision of apprenticeships, local employment and trainee placements
"SPD"	means the Council's adopted SPD "Adding Social Value to Development: Employment and Skills" September 2018
"Travel Plan Contribution"	the sum of £10,000 (ten thousand pounds) (Index Linked) to be used by the Council as a contribution towards the costs of monitoring the travel plan required under the terms of the Planning

	Permission for a period of 5 years from first Occupation of the Development
"Travel Plan Surcharge"	the sum of £1,000 (one thousand pounds) (Index Linked) to be used by the Council as a contribution towards the costs of securing the submission of (a) an acceptable travel plan (as required under the terms of the Planning Permission), (b) all travel plan documents; and (c) all travel plan reviews required by the approved travel plan for a period of 5 years from first Occupation of the Development

2. The Developer covenants with the Council as follows:

2.1. Education Contribution

- 2.1.1. To pay 50% of the Education Contribution to the Council prior to First Occupation of the Development;
- 2.1.2. Not to permit First Occupation of the Development until 50% of the Education Contribution has been paid to the Council;
- 2.1.3. To pay 25% of the Education Contribution to the Council prior to Occupation of 50 Dwellings;
- 2.1.4. Not to cause or permit the Occupation of more than 49 Dwellings until 25% of the Education Contribution has been paid to the Council;
- 2.1.5. To pay 25% of the Education Contribution to the Council prior to Occupation of 100 Dwellings;
- 2.1.6. Not to cause or permit the Occupation of more than 99 Dwellings until 25% of the Education Contribution has been paid to the Council.

2.2. Public Open Space Contribution

- 2.2.1. To pay 50% of the Public Open Space Contribution to the Council prior to first Occupation of the Development;
- 2.2.2. Not to permit first Occupation of the Development until 50% of the Public Open Space Contribution has been paid to the Council;
- 2.2.3. To pay 25% of the Public Open Space Contribution to the Council prior to Occupation of 50 Dwellings;
- 2.2.4. Not to cause or permit the Occupation of more than 49 Dwellings until 25% of the Public Open Space Contribution has been paid to the Council;
- 2.2.5. To pay 25% of the Public Open Space Contribution to the Council prior to Occupation of 100 Dwellings;
- 2.2.6. Not to cause or permit the Occupation of more than 99 Dwellings until 25% of the Public Open Space Contribution has been paid to the Council.

2.3. Healthcare Contribution

- 2.3.1. To pay 50% of the Healthcare Contribution to the Council prior to first Occupation of the Development;
- 2.3.2. Not to permit First Occupation of the Development until 50% of the Healthcare Contribution has been paid to the Council;
- 2.3.3. To pay 50% of the Healthcare Contribution to the Council prior to Occupation of 50 Dwellings;
- 2.3.4. Not to cause or permit the Occupation of more than 49 Dwellings until 50% of the Healthcare Contribution has been paid to the Council;

2.4. Social Value Contribution

- 2.4.1. To pay the Social Value Contribution to the Council prior to Commencement of Development;
- 2.4.2. Not to Commence Development until the Social Value Contribution has been paid to the Council.

2.5. Monitoring Contribution

- 2.5.1. To pay the Monitoring Contribution to the Council prior to first Occupation of the Development;
- 2.5.2. Not to permit first Occupation of the Development until the Monitoring Contribution has been paid to the Council.

2.6. Offsite Tree Planting Contribution:

- 2.6.1. To pay 50% of the Offsite Tree Planting Contribution to the Council prior to first Occupation of the Development;
- 2.6.2. Not to permit first Occupation of the Development until 50% of the Offsite Tree Planting Contribution has been paid to the Council;
- 2.6.3. To pay 25% of the Offsite Tree Planting Contribution to the Council prior to Occupation of 50 Dwellings;
- 2.6.4. Not to cause or permit the Occupation of more than 49 Dwellings until 25% of the Offsite Tree Planting Contribution has been paid to the Council;
- 2.6.5. To pay 25% of the Offsite Tree Planting Contribution to the Council prior to Occupation of 100 Dwellings;
- 2.6.6. Not to cause or permit the Occupation of more than 99 Dwellings until 25% of the Offsite Tree Planting Contribution has been paid to the Council.

2.7. To pay the Highway Improvement Contribution upon completion of the s.38 Highways Act 1980 agreement for the Site.

2.8. To pay the Travel Plan Contribution and the Travel Plan Surcharge on or before the first anniversary of the first Occupation of the Site.

Schedule 2- Council's Covenants

The Council covenants with the Developer as follows:

1. **Expenditure of Contributions**
 - 1.1. To issue separate receipts if so requested in writing by the Developer for any sum paid to the Council under this Deed.
 - 1.2. To ensure that the contributions shall only be applied towards the purposes identified in this Deed unless otherwise agreed with the party that paid the relevant contribution.
 - 1.3. In the event that a contribution is not expended or Committed within 10 (ten) years of the date of the last payment comprising that Contribution, then upon receipt by the Council of a written request for repayment from the person who has paid all payments comprising the relevant Contribution, the Council shall repay any amounts not expended to the person who paid such sum or its nominee.
 - 1.4. To repay the Travel Plan Surcharge to the Developer if all travel plan documents and all annual travel plan reviews for a period of 5 years from first Occupation of the Development are submitted in accordance with the timescales set out in condition 6 of the Planning Permission

The Common Seal of the **Council** was
affixed in the presence of:



Signature of Authorised Signatory

Seal No. 31

Authority: 24 / 00068 / FUL .

Pc

ghkyl

Print name

's

Executed as a deed

(but not delivered until the date hereof) on behalf of

BDW TRADING LIMITED

by:

(Name) ANDERSON

[Signature]

in the exercise of the powers conferred on them

by a Power of Attorney dated 28 January 2025

who have thereto set the name of **BDW Trading Limited**

In the presence of:

Witness Signature:

[Signature]

Name:

[Signature]

Address:

303 Bridgewater Place, Birchwood, Warrington WA3 6XF

Occupation:

Le...

and

(Name) [Signature]

[Signature]

in the exercise of the powers conferred on them

by a Power of Attorney dated 28 January 2025

who have thereto set the name of **BDW Trading Limited**

In the presence of:

Witness Signature:

[Signature]

Name:

[Signature]

Address:

303 Bridgewater Place, Birchwood, Warrington WA3 6XF

Occupation:

Le...

Appendix 1 - Draft Planning Permission



Knowsley Council

**REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT**

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION

Application No: 24/00068/FUL

Name and address of applicant

Barratt & David Wilson Homes (North
West)
C/o Agent

Name and address of agent

Asteer Planning LLP
Mynshulls House
14 Cateaton Street
Manchester
M3 1SQ

Date of Receipt: 12 February 2024

Date Valid: 14 May 2024

Address/Location Of Development:

Land South Of Cherryfield Drive
Kirkby Town Centre
Knowsley

Description of Development:

**DEMOLITION OF EXISTING BUILDINGS AND ERECTION OF 800 DWELLINGS
(USE CLASS C3) WITH VEHICULAR ACCESS FROM CHERRYFIELD DRIVE AND
BEWLEY DRIVE AND ASSOCIATED LANDSCAPING AND INFRASTRUCTURE ,
AMENDMENT TO THE EXISTING CHERRYFIELD DRIVE CAR PARK TO
PROVIDE A REVISED LAYOUT , LANDSCAPING AND 16 ADDITIONAL PARKING
SPACES AND HIGHWAY IMPROVEMENTS TO CHERRYFIELD DRIVE.**

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

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

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

Reason: For the avoidance of doubt.

3. Notwithstanding any description of materials in the application, no above ground construction works of any phase of development shall take place until samples and / or full specification of materials to be used externally on the buildings/plots [to which they relate within that phase] have been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour and texture of the materials. In respect of apartment block B1-B12 design details, materials and finishes are required for balconies, cills, detailed panelling below windows, string courses, parapets, eaves details and rainwater goods. The development shall be carried out only in accordance with the agreed schedule of materials.

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

4. All site works shall be carried out in accordance with Construction Management Plan, Cherryfield, Kirkby - Ref: CEMP:CFD:NS:01 received 06.12.24 , Construction Methodology Appendix 7.1 received 23.10.24 and Appendix 7.3 Demolition and Construction Mitigation Measures received 23.10.24. For the avoidance of doubt there shall be no construction works on site or deliveries to the site outside the hours of 08.00-18.00 Monday - Friday, 08.00-13.00 on Saturdays and no works or deliveries on a Sunday or Bank Holiday.

Reason :To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with the National Planning Policy Framework; Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016; Policy WM9 of the Merseyside and Halton Joint Waste Local Plan 2013 and saved Policies H5 and ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006

5. A dwelling that does not have a garage shall not be occupied until a scheme for the provision of covered and secure space/s for cycles has been submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt this is not a space within the residential property. For a one bedroomed dwelling one secure and covered space shall be provided, for two and three bedroomed dwellings there shall be two secure and covered cycle spaces and for a dwelling with four or more bedrooms four secure and covered spaces for cycles shall be provided.

Reason: To ensure that adequate provision is made for parking cycles securely and to comply with Policy CS7 of the Knowsley Local Plan Core Strategy, adopted January 2016

6. No part of the development hereby permitted shall be occupied prior to implementation of the Interim Travel Plan listed within the approved documents pertaining to this application. During the first year of occupation an approved Full Travel Plan based on the Interim Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The approved Full Travel Plan shall be implemented in accordance with the timetable and targets contained therein and shall continue to be implemented as long as any part of the development is occupied subject to approved modifications agreed by the Local Planning Authority as part of the annual review.

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

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

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

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

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

8. Development shall not commence (with the exception of demolition and remediation works) until a detailed SUDS based drainage scheme based on the principles of the SUDS Manual (C753) and the criteria as set out within Knowsley Strategic Flood Risk Assessment (SFRA, Levels 2) has been submitted and approved in writing by the Local Planning Authority . The applicant should provide suitable drainage drawings, summary calculations and results of all investigations detailing the proposed surface water drainage works as set out in Flood Risk Assessment and Drainage Management Strategy, prepared by Betts Hydro Consulting Engineers Dec 2021 and Drainage Drawing H9305-DWH-XX-XX-DR-CE-202100 Revision P03 dated 20.11.24. The drainage works shall be implemented in accordance with the approved scheme before the development is brought into use, or as set out in the approved phasing details.

In the preparation of the surface water and drainage strategy, detailed design drawings, calculations and supporting information the following elements shall be expected to be considered:

(i) Given the site characterises and the results of soakaways tests undertaken, the surface water discharge from the development site to Kirkby Brook is advocated.

(ii) The proposed drainage strategy report needs to provide a full picture of existing surface water management system on the site and identifies how/where the surface water runoff is discharged. Should any part of the existing drainage system serving the site is to be utilised in the post development drainage strategy, they need to be identified, and a CCTV survey of their conditions shall be required.

(iii) A SuDS aims to minimise the impacts from a proposed development on water quality and maximise amenity and biodiversity. In designing an appropriate set of SuDS techniques for a development site, the LLFA will therefore be expecting above ground, green SuDS to be prioritised to promote water quality, amenity and biodiversity. As agreed, the proposed drainage strategy shall include permeable pavement at 50% of proposed driveways (i.e. Drainage Drawing H9305-DWH-XX-XX-DR-CE-202100 Revision P03 dated 20.11.24) and water butts at all proposed dwellings.

- (iv) Water quality should be taken into account as part of the proposed drainage design. It will be required to demonstrate that adequate water quality of the off-site surface water flows (draining into watercourse) in accordance with the Simplified Index Approach as set out within Section 26 of the SUDS Manual (C753) can be achieved.
- (v) In setting discharge point for post development, the connection point should be discussed and agreed with the asset owner (i.e. Environment Agency). Where third party agreements to construct sewers and to discharge flows are required, then written evidence of these the agreements shall be provided.
- (vi) Groundwater levels on the site and its fluctuations will be required.
- (vii) A layer of post development permeable and impermeable areas of the site will be required.
- (viii) The application of the 1 in 30 rainfall event for designing post development pipes and network system so that the site to remain dry would be an acceptable assumption. However, an assessment of flood risk, flooded area and water depth at surcharging points/manholes during the 1 in 100 rainfall event plus 40% CC shall be required. More importantly, it should be demonstrated that excess flood water for events up to the 1 in 100 rainfall event plus 40% CC would not affect the people and assets within the site, can be discharged/conveyed to the allocated attenuation facilities by gravity, and would not leave the site affecting surrounding areas.
- (ix) No overland exceedance flood flow scenario has been undertaken. A plan showing overland exceedance routes in the event of a failure of the drainage system or storm event in excess of the 1 in 100 + 40% CC storm event shall be required. Flow routes need to be considered when all on site drainage systems have been overwhelmed by an event of greater intensity than the design scenario. The impact of exceedance flows from and on adjacent land should also be considered. The duration of flooding, maximum depth and the route of flood flows shall be established and managed so as to mitigate the flood impact to people and property. For the assessment of an exceedance event impact, it would be expected to consider the 1 in 200 rainfall event plus climate change.
- (x) No risk assessment of drainage features failure has been undertaken. The risk assessment should include for blockage of pipes, blockage of outlet structures and risk of impediments across planned flood routing paths. The application should be supported by a designer's risk assessment that identifies key points of failure of the system and what means have been engaged to limit risk of failure. This will also inform the maintenance plan with regards to corrective actions needed should a failure occurs.
- (xi) In compliance to the above, a Drainage Plan showing drainage layout, manholes including cover and invert levels, proposed finished floor levels, pipe sizes and gradients, all on -line controls, on and off line storage structures and outfall details will be required. Results showing all the modelling criteria and summary network results for critical 1 in 2 year, 1 in 30 year and 1 in 100 year plus 40% CC storm events showing maximum water level, flow and velocity and details of any surface flooding anticipated will be required.
- (xii) In compliance to the above, a summary drainage report setting out the Drainage Strategy and results of the calculations shall be submitted.
- (xiii) A timetable for implementation of the drainage works including an assessment of any phasing of the development.
- (xiv) Surface Water must drain at the restricted rate of 25l/s into the United Utilities network.

Reason:

To ensure a satisfactory drainage system is provided to serve the site in accordance with Paragraph 163 of the National Planning Policy Framework, House of Commons

Written Statement 161 for Sustainable Drainage Systems, Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) and Policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy (January 2016).

9. If the sustainable drainage system is not adopted by a public body or statutory undertaker then, prior to first occupation, a Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development shall be submitted to and approved in writing by the Local Planning Authority.

This shall include:

- a) details of provision for management and maintenance by a resident's management company.
- b) A schedule for on-going inspections relating to performance and condition.
- c) Details for planned maintenance and a mechanism for remedial and urgent repair works.
- d) Means of access for inspection and maintenance purposes.

The plan shall be implemented and completed in accordance with the agreed timescales contained within it.

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

10. Prior to the first occupation of the development hereby permitted a leaflet informing residents of the importance of European sites and responsible user code and the location of Suitable Alternative Natural Greenspace (SANG) shall be submitted to and approved in writing by the Local Planning Authority. The approved leaflet shall be included in the sales packs for all the dwellings in the application site.

Reason: To ensure compliance with the Habitat Regulation Assessment and to reduce recreational pressure on the European and nationally designated sites.

11. No dwelling shall be occupied until details of the number and location of bird nesting boxes and bat boxes to be incorporated into the scheme has been submitted to and approved in writing by the Local Planning Authority. The bird and bat boxes shall be installed in accordance with the approved details prior to the first occupation of the dwellings and shall be retained at all times thereafter.

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

12. Prior to the commencement of development a scheme to prevent the spread of invasive species shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include the following information:

- o A plan showing the extent of the plants;
- o The methods that will be used to prevent the plant/s spreading further, including demarcation;

- o The methods of control that will be used, including details of post-control monitoring and
- o How the plants will be disposed of after treatment/removal.

The invasive species shall be treated/removed in accordance with the approved scheme.

Reason : To eradicate and prevent the spread of invasive species throughout the site.

13. No development or demolition shall take place until the applicant or their agents, has secured the implementation and submission of a report on a programme of archaeological works. That programme of archaeological works should be undertaken in accordance with a Project Design which has been submitted to and approved in writing by the local planning authority prior to works taking place. The Project Design must include the following five steps:

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

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

14. Prior to the commencement of each phase of the development hereby permitted a site waste management plan shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide for the recycling/disposal of waste resulting from demolition and construction works. The development shall be carried out thereafter in accordance with the approved management plan.

Reason : To ensure the effective recycling/disposal of waste from the development to ensure compliance with Policy WM8 in the Merseyside and Halton Waste Local Plan.

15. Prior to their installation full details of the precise location , appearance and specification of photovoltaics and air source heat pumps shall be submitted to and approved in writing by the Local Planning Authority . The air source heat pumps shall be 5db below the background noise level, and the sound pressure level needs to be below 42dB, 1m from each site boundary, with vibration mitigation measures in place. The photovoltaics and air source heat pumps shall be installed in accordance with the approved details.

Reason : In the interests of visual and residential amenity and to ensure complianace with Knowsley Local Plan policies CS19 and CS22 .

16. Prior to their installation full details of the proposed electricity sub stations including materials shall be submitted to and approved in writing by the Local planning Authority. The sub stations shall be installed in accordance with the approved details.

Reason : In the interests of visual and residential amenity and to ensure compliance with Knowsley Local Plan policy CS19.

17. Notwithstanding the hard landscaping details submitted prior to the installation of any hardlandscaping a revised scheme shall be submitted for all areas of hardstanding including specifications for permeable paving areas or ,paving to private paths around the dwellings , public open space footpaths, and raised tables full details and specification of these materials shall be submitted to and approved in writing by the Local Planning Authority. The hardstanding shall be installed in accordance with the approved details and shall be retained as such thereafter. Should the areas of permeable paving need to be replaced the replacement surface shall be constructed from permeable materials.

Reason : In the interests of visual and residential amenity and to ensure adequate sustainable drainage is provided on site in accordance with Local Plan Core Strategy Polices CS19 and CS24.

18. Notwithstanding the details submitted prior to the construction of any pedestrian links between the application site and Valley Park full details of their precise location, specification ,materials and timetable for installation shall be submitted to and approved in writing by the Local Planning Authority. The pedestrian links to the park shall be installed in accordance with approved details and timetable.

Reason : To ensure that the pedestrian links are installed in appropriate locations within the park , in the interests of visual amenity and to ensure compliance with Knowsley Local Plan policies CS8 and CS19.

19. Notwithstanding the details submitted full details of all boundary treatments (including gates walls and fences) including elevations and specifications shall be submitted to and approved in writing by the Local Planning Authority. The details shall include 13cm x 13cm gaps in the close boarded timber fences (with the exception of the acoustic fencing) and full details/specifications of the 1.8m , 2m and 4m acoustic fencing. The boundary treatments shall be installed in accordance with the approved details prior to the first occupation of the dwelling to which they relate or in accordance with a timetable to be submitted to and agreed in writing by the Local Planning Authority.

Reason: To ensure satisfactory privacy for occupants of the proposed dwellings, in the interests of visual and residential amenity to satisfactory mitigate noise impacts and to comply with Policies CS2, CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016 and Saved Policy H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

20. Prior to the installation of any pedestrian path/ pedestrian access points within the development a scheme for wayfinding signage (including Kirkby Town Centre, Kirkby Leisure Centre & Valley Park), materials, lighting , seating and timetable for construction shall be submitted to and approved in writing by the Local Planning Authority. The signage, paths and access points shall be installed in accordance with the approved scheme prior to any of the pedestrian paths being brought into use.

Reason : To aid legibility throughout the site, to promote sustainable travel, in the interests of visual and residential amenity and to ensure compliance with Policy CS19 in the Knowsley Local Plan Core Strategy.

21. Notwithstanding the details submitted no phase of the development shall be occupied until full details of both hard and soft landscaping works for both the structural landscaping and on plot landscaping for in individual phases have been submitted to and approved in writing by the Local Planning Authority.

The details shall relate to all land surfaces not built upon and shall include:

- a) Land-levels and gradients resulting in the formation of any banks, terraces or other earthworks
- b) hard surfaced areas and materials,
- c) planting plans, specifications and schedules, planting size, species and numbers/densities, trees to be retained and a scheme for the timing / phasing of work. The planting plans shall include a minimum of 455 to be planted throughout the site with a minimum girth of 12-14cm)
- d) existing plants / trees to be retained
- e) A detailed regime for the ongoing and longer term maintenance of all soft landscaping is also required to be submitted for approval.
- f) A detailed Landscape and Ecological Management Plan which covers management of the site in perpetuity

The landscape and Ecological management Plan shall include the following :-

- o Description and evaluation of the features to be managed;
- o Ecological trends and constraints on site which may influence management;
- o Aims and objectives of management;
- o Appropriate management options for achieving aims and objectives;
- o Prescriptions for management actions;
- o Preparation of a work schedule (including an annual work plan and the means by which the plan will be rolled forward annually);
- o Personnel responsible for implementation of the plan;

The approved landscaping works shall be implemented and completed prior to the occupation of the dwelling to which it relates or in accordance with a timetable to be submitted to and approved in writing by the Local Planning Authority.

Any trees or shrubs planted or retained in accordance with this condition which are removed, uprooted, destroyed, die or become severely damaged or become seriously diseased within 5 years of planting shall be replaced within the next planting season by trees or shrubs of similar size and species to those originally required to be planted.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and to comply with Policy CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016 and the National Planning Policy Framework.

22. Prior to the commencement of plots T18- T23 (inclusive), T34 - T60 (inclusive), T64- T73 (inclusive) , T84-T98 (inclusive), D194 - D263 (inclusive) D178-D189 (inclusive) & D160-D162 (inclusive) as shown on Drg No 203001 Rev AB received 15/01/2025 a scheme for the protection of the dwellings

from noise from the sports pitches at Kirkby Leisure Centre, Cherryfield Drive, shall be submitted to and approved in writing by the local planning authority.

The scheme shall be based on the findings of an approved noise survey or noise modelling procedure. All works which form part of the scheme shall be completed before any of the relevant dwellings are occupied and retained at all times thereafter. Evidence of the agreed measures shall be submitted to the local planning authority prior to occupation of the properties. For the avoidance of doubt the scheme shall include the installation of anti-vibration brackets to the fences surrounding the existing sports pitches in the Kirkby Leisure Centre Site.

The scheme shall ensure that noise exposure within living rooms and bedrooms and gardens does not exceed the relevant standards. Where windows are required to be kept closed to meet the indoor noise levels then an alternative means of ventilation shall be provided.

All works which form part of the scheme shall be implemented in full in accordance with the scheme as agreed prior to first use.

Reason: To safeguard local residents from noise and disturbance, and to comply with Saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

23. Prior to the first occupation of the development hereby permitted an Active Travel Route Audit shall be submitted to and approved in writing from the Local Planning Authority. The recommendations of the Active Travel Audit shall be implemented in accordance with the timescales contained therein.

Reason : To promote and enhance sustainable travel and to ensure compliance with Policy CS7 in the Knowsley Local Plan Core Strategy.

24. A. Risk Assessment

No development (excluding demolition works) shall take place until an assessment of the risks posed by ground gas and/or vapour has been submitted to and approved in writing by the Local Planning Authority.

B. Submission of Remediation Scheme/Ground Gas Mitigation Design Report

Where ground gas and/or vapour is found which poses unacceptable risks, no development shall take place until a detailed remediation scheme/ground gas mitigation design report 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 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.

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

25. A. Asbestos Risk Mitigation Plan

No development (excluding demolition works) shall take place until an Asbestos Risk Mitigation Plan has been submitted to and approved in writing by the Local Planning Authority.

B. Implementation of Approved Scheme

The development shall be implemented in accordance with the agreed Remediation Strategy (E3P, October 2024, Ref: 15-280-R2-3). Interim verification reports should be submitted for:

- o The area of the former petrol station
- o The south west area of the north west parcel (area of heavy end hydrocarbon contamination)

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

C. 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.

D. Materials Management Plan

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

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

26. A. Implementation of Approved Scheme

The development shall be implemented in accordance with the agreed Remediation Strategy (E3P, October 2024, Ref: 15-280-R2-3) 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

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

27. The Reasonable Avoidance Measures (RAMs) as set out in Section 4.2 of the EIA Addendum Water Vole and Otter presence/absence survey October 2024 Ref 2021-295 e shall be implemented in full at all times during the course of the development.

Reason : To ensure adequate protection is given to Water Vole which are a protected species and to ensure compliance with Policy CS8 in the Knowsley Local Plan Core Strategy (2016).

28. Prior to the first occupation of the development a scheme for off site cycle accessibility improvements from the proposed development site to and from the local attractors such as schools and Kirkby Railway Station including a timetable for implementation shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details and timetable contained therein.

Reason : To improve cycle accessibility between the application site and neighbouring areas and to promote sustainable modes of travel to ensure compliance with Policy CS7 in the Knowsley Local Plan Core Strategy and the National Planning Policy Framework.

29. Prior to the 1st occupation of the development hereby permitted a scheme shall be submitted to include dimension cross section drawings that precisely indicate the nature of streets and also include details of access points and crossing transition points for all footways/active travel routes within the development which shall include supporting details (e.g. lighting) . The scheme shall include a timetable for implementation. The scheme shall be implemented in accordance with the approved details and timetable.

Reason : To ensure the development includes easy pedestrian and cycle connections within and between neighbourhoods to ensure compliance with Policy CS7 in the Knowsley Local Plan Core Strategy and National Planning Policy Framework.

30. Prior to the first occupation of the development hereby permitted a scheme for off site cycleway improvements along Cherryfield Drive and Bewley Drive shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include a timetable for implementation of the scheme. The cycleway improvements shall be installed in accordance with the approved scheme and timetable.

Reason : To improve cycle links to/from the development in the interests of sustainable travel and to ensure compliance with Policy CS7 in the Knowsley Local Plan Core Strategy and guidance in National Planning Policy Framework.

31. Prior to the first occupation of the apartments B1-B12 and T1-T6 hereby permitted the electric vehicle charging points shall be installed in accordance with Proposed Site Layout 203001 Rev AA.

Reason : To ensure a sufficient number of electric vehicle charging points are provided in accordance with the guidance in the New Residential Development Supplementary Planning Document (September 2018)

32. Pre-commencement investigations shall be undertaken by a suitably-qualified person to establish whether evidence of rodent activity, and/or rat colonies are on the site. If one or more nests are found, baiting shall be carried out to include any burrows and voids which may lead to sub-ground access points for rodents, on a weekly basis for the duration of the development with the developer keeping a record of dead rats and bait activity.

Reason : To control the spread of rodents from the development site to neighbouring dwellings in the interests of residential amenity and to

33. Prior to the 1st occupation of any dwelling within phase 1 of the development a scheme shall be submitted for the upgrade to 3 No existing bus stops (stops S52012C, S52011A and S52011B) on Cherryfield Drive . For the avoidance of doubt the scheme shall include access kerbs and shelters. The approved scheme shall be implemented in accordance with the approved details prior to the occupation of the 20th dwelling on Phase 1 .

Reason : To ensure appropriate upgrades are made to public transport infrastructure adjacent to the proposed development and to ensure compliance with Policy CS7 in the Knowsley Local Plan, Core Strategy (2016).

34. Prior to the 1st occupation of any dwelling within phase 3 of the development a scheme shall be submitted to and approved in writing by the Local Planning Authority to include the provision of a new bus stop adjacent to Bracknell Close . For the avoidance of doubt the scheme shall include the bus stop pole with access kerbs. The approved scheme shall be implemented prior to the occupation of the 20th dwelling in phase 3 of the development.

Reason : To ensure appropriate upgrades are made to public transport infrastructure adjacent to the proposed development and to ensure compliance with Policy CS7 in the Knowsley Local Plan, Core Strategy (2016).

35. Prior to the commencement of any dwelling within phase 3 which bounds any of the existing dwellings in Whinberry Drive or Pondwater Close full details of the garden land levels to the proposed dwellings and proposals to prevent surface water or groundwater from adversely affecting the gardens to the existing dwellings have been submitted to and approved in writing by the Local Planning Authority. The proposed dwellings in phase 3 shall be constructed and finished in accordance with the approved details.

Reason: To protect the amenity of the existing dwellings in Whinberry Drive and Pondwater Close and to ensure the gardens to the existing dwellings are not adversely effected by surface water or ground water from the proposed development to ensure compliance with Policies CS19 and CS24 in the Knowsley Local Plan Core Strategy (2016)

36. Prior to the first occupation of the development hereby permitted details of the re surfacing of the existing car park together with a timetable for the implementation of the works to the car park shall be submitted to and approved in writing by the Local Planning Authority. The re-configuration, re-surfacing , extension and landscaping of

the existing car park shall be fully implemented in accordance with the agreed timetable.

Reason : To ensure the improvement works to the existing car park are undertaken in a timely manner and to maintain this car parking facility for users of the town centre. To ensure compliance with Policy CS7 in the Knowsley Local Plan Core Strategy, 2016.

37. Prior to the first occupation of any phase of the development the vehicular access from either Cherryfield Drive or Bewley Drive to serve that phase of the development shall be fully implemented in accordance the approved site layout .

Reason : To ensure adequate vehicular access is provided to serve each phase of this development in the interests of amenity and highway safety to ensure compliance with policies CS7 and CS19 of the Knowsley Local Plan, Core Strategy, 2016.

38. Prior to the commencement of each phase of the development details of existing site levels and finished floor levels for every dwelling plot shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason : In the interests of visual and residential amenity and to ensure compliance with Policy CS19 in the Knowsley Local Plan Core Strategy.(2016)

39. Prior to the installation of any lighting on the development a lighting scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include lighting for the dwellings served by shared private drives.

For the avoidance of doubt, the scheme shall include drawings of the lighting and lighting columns, a site layout indicating positions of the lighting, isolux and luminosity details and manufactures specifications. The lighting scheme shall be designed so that it protects ecology and does not result in excessive light spill onto any habitat areas on or adjacent to the site.

No dwelling on the site shall be occupied until the lighting has been installed in accordance with the approved scheme.

Reason: In the interests of residential amenity, security and ecology and to comply with the National Planning Policy Framework; Policies CS2, CS8 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and save Policy H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

40. Prior to the 1st occupation of any dwelling in phase 1 of the development hereby permitted a scheme shall be submitted to and approved in writing by the Local Planning Authority which shall include improvements to the traffic signal controller at the junction of Bewley Drive/Valley Road/ Whitefield Drive junction to reduce queueing at the junction. The approved scheme shall be implemented prior to the occupation of the 20th dwelling in phase 1 of the development.

Reason : To ensure that this signalised junction is optimised to minimise queueing in the interests of highway safety and to ensure compliance with Policy CS7 in Knowsley Local Plan Core Strategy adopted 2016.

41. Prior to the first occupation of the development hereby permitted a scheme shall be submitted to and approved in writing by the Local Planning Authority which shall include full details of all of the improvement works proposed to Cherryfield Drive including a timetable for the implementation of the works. The approved scheme shall be implemented in accordance with the agreed timetable.

Reason : In the interests of highway safety and to ensure the improvement works are implemented in a timely manner to ensure compliance with Policies CS7 and CS19 in the Knowsley Local Plan , Core Strategy (2016).

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
29/11/2024	201001	P01	LOCATION PLAN
15/03/2024	NW23-43	-	DEMOLITION PLAN
29/11/2024	-	-	PHASING PLAN
15/01/2025	203001	AB	OVERALL PLANNING LAYOUT
20/12/2024	202100	P03	OVERALL PERMEABLE PAVING PLAN
15/01/2025	203004	AB	DWH PLANNING LAYOUT SHEET 1 OF 2
15/01/2025	203005	AA	DWH PLANNING LAYOUT SHEET 2 OF 2
15/01/2025	203400	G	DWH AFFORDABLE PLAN SHEET 1 OF 2
15/01/2025	203401	G	DWH AFFORDABLE PLAN SHEET 2 OF 2
15/01/2025	203250	H	DWH BOUNDARY TREATMENT PLAN SHEET 1 OF 2
15/01/2025	203251	H	
15/01/2025	021100	G	DWH ELECTRIC VEHICLE CHARGING LAYOUT SHEET 1 OF 2
15/01/2025	021101	G	DWH ELECTRIC VEHICLE CHARGING POINT PLAN SHEET 2 OF 2
15/01/2025	203500	F	DWH REFUSE LAYOUT SHEET 1 OF 2
15/01/2025	203501	F	DWH REFUSE LAYOUT SHEET 2 OF 2
15/01/2025	203450	G	DWH STOREY HEIGHTS PLAN SHEET 1 OF 2
15/01/2025	203451	G	DWH STOREY HEIGHTS PLAN SHEET 2 OF 2
29/11/2024	203550	E	DWH STREET SCENE
29/11/2024	NW-23-27	-	DWH HOUSETYPE PACK
06/12/2024	BM-23-27	-	BARRATT HOUSE TYPE PACK
09/01/2025	AB/01	D	AMBLESIDE/BUTTERMERE APARTMENTS
24/12/2024	30021	P04	SITE SECTIONS SHEET 1 OF 3
24/12/2024	30022	P05	SITE SECTIONS SHEET 2 OF 3

24/12/2024	30023	P04	SITE SECTIONS 3 OF 3
15/01/2025	203001	28	BARRATT PLANNING LAYOUT
15/01/2025	203250	05	BARRATT BOUNDARY TREATMENT PLAN
15/01/2025	021100	06	BARRATT EV CHARGING PLAN
15/01/2025	203500	06	BARRATT REFUSE LAYOUT
15/01/2025	203850	06	BARRATT STOREY HEIGHT LAYOUT
06/12/2024	203550	-	BARRATT STREET SCENES
15/01/2025	203400	05	BARRATT AFFORDABLE LAYOUT
16/10/2024	1321-AIA-V1-C	C	ARBORICULTURAL IMPACT ASSESSMENT
13/05/2024	2021-296	V2	ECOLOGICAL SURVEY AND ASSESSMENT
23/10/2024	2021-296	E	WATER VOLE REPORT
04/12/2024	REV C	-	SOCIAL VALUE STRATEGY
06/12/2024	CEMP.CFD.NS.0 1	-	CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN
23/10/2024	APPENDIX 7.1	-	CONSTRUCTION METHODOLOGY
23/10/2024	APPENDIX 7.3	-	DEMOLITION AND CONSTRUCTION MITIGATION MEASURES
10/05/2024	APPENDIX 6.1	1.5	TRANSPORT ASSESSMENT (AMENDED)
20/12/2024	313001	P03	PROPOSED LEVELS (RIDGE AND EYES LEVELS TO WHINBERRY DRIVE)
10/05/2024	APPENDIX 6.2	VERSIO N 1.4	INTERIM TRAVEL PLAN

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:-

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

CS24 - Managing Flood Risk

CS27 - Planning and Paying for New Infrastructure

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

KNOWSLEY LOCAL PLAN: CORE STRATEGY

H7 - Provision. of Flats, Nursing and Residential Homes, Hostels, and Housing in Multiple Occupation (HMOS)

T5 - Location of Major Traffic Generating New Development

T7 - New Development and Walking & Cycling Routes

T8 - Transport Assessments

T9 - Travel Plans

DQ4 - Trees and Development

ENV2 - Noise and Vibration

ENV3 - Light Pollution
ENV5 - Contaminated Land
National Planning Policy Framework
Adding Social Value to Development, Employment and Skills SPD (2018)

SUPPLEMENTARY PLANNING DOCUMENTS

Amended New Residential Development SPD (2018)
Ensuring a Choice of Travel SPD (2010)
Design Quality in New Development SPD (2016)
Developer Contributions SPD (2016)
CS1 - Spatial Strategy for Knowsley
CS2 - Development Principles
CS3 - Housing Supply, Delivery and Distribution
CS7 - Transport Networks
CS8 - Green Infrastructure
CS15 - Delivering Affordable Housing

This informative is only intended as a summary of the reason(s) for the granting of planning permission. Should you require any further details relating to the decision please contact the relevant case officer (Mark Quinn on 0151 443 2223)

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 See comments from Cadent Gas -15/07/24
- 2 See comments from Natural England (23/07/24)
- 3 See Comments from Merseyside Fire Service
- 4 See comments from United Utilities (14/08/24)
- 5 Breeding birds are protected under the general provision of Section 1 of the Wildlife and Countryside Act 1981 as amended. Whilst the nest is being built or is in use, the eggs, young and nest are protected against intentional and reckless taking, damage and destruction. No tree, scrub or hedgerow felling, management and/or cutting operations should take place during the period 1 March to 31 August inclusive to protect breeding birds.
- 7 With regard to condition 21 (Landscaping), the following matters should be taken into account when preparing a revised landscaping scheme.

Structural Landscaping

The proposed Marginal/Aquatic species are limited and include predominantly sedges and rushes. In addition, *Glyceria maxima* is also included. This species can become invasive at the detriment of more ecologically valuable species. It is recommended that *Glyceria maxima*, *Juncus effusus*, *Juncus inflexus* and *Carex acuta* are replaced with a mixture of the following species:

- o *Caltha palustris*;
- o *Lythrum salicaria*;
- o *Veronica beccabunga*;
- o *Myosotis scorpioides*;
- o *Eupatorium cannabinum*;
- o *Stachys palustris*; and
- o *Filipendula ulmaria*

The proposed seed mix for the areas identified as Amenity Meadow Areas is EM1. This mix is limited in species diversity and should be replaced with EM3.

- The main hedge being proposed around the estate is *Prunus lusitanica* (Portugal laurel) this is a large shrub and grows above 12m and is wider than 8m. I would therefore strongly propose a beech hedge, which is less vigorous in its growth and has great all year-round interest.
- The birch trees (*Betula nigra*, *Betula pendula* and *Betula utilis jacquemontii*) are coloniser species so are relatively short-lived trees and need replacing with climax species, for longer term impact.
- *Prunus avium* 'Plena' is being proposed for street trees, I realise that the blossom in spring would have a striking impact, however, these varieties have a wide habitat and tend to cause root problems for hard surfaces, so I would suggest this needs to be altered to street trees which will not cause these types of ongoing problems.
- Noted that *Prunus avium* is also being proposed alongside footpaths, would also look to set these at least 5m away from paths so that they don't negatively impact the surfacing.
- The *Photinia x fraseri* 'Red Robin' is a shrub which needs to be pruned relatively hard on a regular basis to keep a tight form. As such it is not deemed suitable for this location. Better alternative would be *Amelanchier x grandiflora* 'Robin Hill'

- Sorbus aucuparia, these trees have a lot of berries and often poor structural form, so if used locate within open spaces rather than alongside paths / roads.
- Lavender is a relatively short lived species (4 to 6 years), as this is being used as single species hedgerows there needs to be provision for them to be replaced if and when they fail, alternatively a more durable plant can be used.
- Native hedgerow should have 60% Crataegus sp and set in a double staggered row, 5m, so that there is a continuous run of hawthorn along the length. Prunus spinosa suckers a lot so would avoid using, Viburnum opulus will not keep its form well, so if used should be kept to a minimum (similar quantity to Rosa sp), Would recommend increasing ilex sp to 20% and Acer Campestre is a good hedging species to be included.

Detail 2: Tree pit in hard landscape:

- This will not provide adequate rooting zone for healthy trees, they need to provide root cell systems for 17m3. As each tree needs an allowance of 17m2 of soft / permeable surface per tree.
- On this detail, they are proposing a tree grill system with loose gravel around the tree trunk. We have found that laying a flexible bonded stone system is more cost effective and can be adjusted more easily as the tree grows.

On the specification:

- Tree clearance this needs to be 2m clearance and if in trafficked situations (ie bus routes), higher to ensure that the trees don't hit the traffic passing.
- With the Premium Strimmer Tree Guard, how is it ensured that there is enough growing space for the tree trunk?
- Would recommend trees are staked at 1500mm high rather than 900mm as they are prone to having their stems snapped by people causing antisocial behaviour.
- There is a lack of specification when it comes to planting. It is expected that they would need to include:
 - o Ameliorant/ Conditioner are required: Peat free compost at 7 Ltrs / pit and a UK origin mycorrhizal fungi including bio-additives (We are confident in what is supplied by Plant Works UK Ltd (Tel: 01795 411 527) - called Rootgrow Professional, where UK origin mycorrhizal fungi includes bio-additives. Mycorrhizal fungi component to contain spores, mycelium, dried plant root containing mycelium and attapulgitic clay, colonised by mycelium. Product should not contain fertilisers. Additives should be proven to enhance mycorrhizal colonisation). so this will need to be similar to this.
 - o The shrubs and whips should be planted with slow-release fertiliser (like Agroblen tablets)
- There needs to be a Landscape management plan and associated works schedule which covers at least 30 years, which needs to:
 - Ensure all trees are protected from failure / removal into the long term.
 - Ensure all dead, dying and vandalised plant stock to be replaced to ensure successful establishment of landscape planting
 - Ensure tree ties need to be removed from 3 years on, but will depend upon the firmness of the root take.

Phase 1 (Plot Landscaping)

The shrub planting is all quite standard, the maintenance will need to include planting replacements for example lavender and hebe plants can be relatively short lived.

As to habitat forming environments in this urban environment more ilex planting would be required as this creates good evergreen habitat environments for birds.

- 8 Refer to letter from Environment Agency dated 18/11/24
- 9 It is an offence to carry out any works within the public highway without the permission of the Highway Authority. This grant of planning permission does not negate the need for the submission and approval of highway engineering details for inclusion in an agreement under s38 and s278 of the Highways Act 1980 (for roads proposed for adoption and off site highway

works respectively). The applicant is advised to contact the Site Development Team at SiteDevelopment@knowsley.gov.uk to discuss the matter further.

- 10 New street lighting and signing to be installed on the existing public highway or highway proposed for adoption will be subject to a commuted sum to cover its future maintenance as part of the Council's Street Lighting and Signing PFI Contract. The relocation of any existing street lighting columns will need to be undertaken/agreed by the Street Lighting and Signing PFI Contract Service Provider. The applicant is advised contact SiteDevelopment@knowsley.gov.uk
- 11 It should be noted that the Council operates the Advance Payments Code in accordance with Sections 219 - 225 of the Highways Act 1980. This Code applies wherever a new building is to be erected which will have a frontage onto a new section of road which is to be offered for adoption (or where the Council determines that these areas are potentially adoptable), unless a Road Adoption Agreement under Section 38 of the Act has been concluded, or the street has been declared a private road. Failure to deposit or secure monies with the Highway Authority prior to the commencement of building work in accordance with the Code is an offence, which could lead to the suspension of construction and may lead to prosecution and a fine.

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

Appendix 2 - Site Plan

Appendix 3 - Memorandum

Variation to Affordable Housing Mortgagee in Possession Clause

Between [*the relevant owner(s)*] and **Knowsley Metropolitan District Council**

Variation to Affordable Housing Mortgagee in Possession Clause

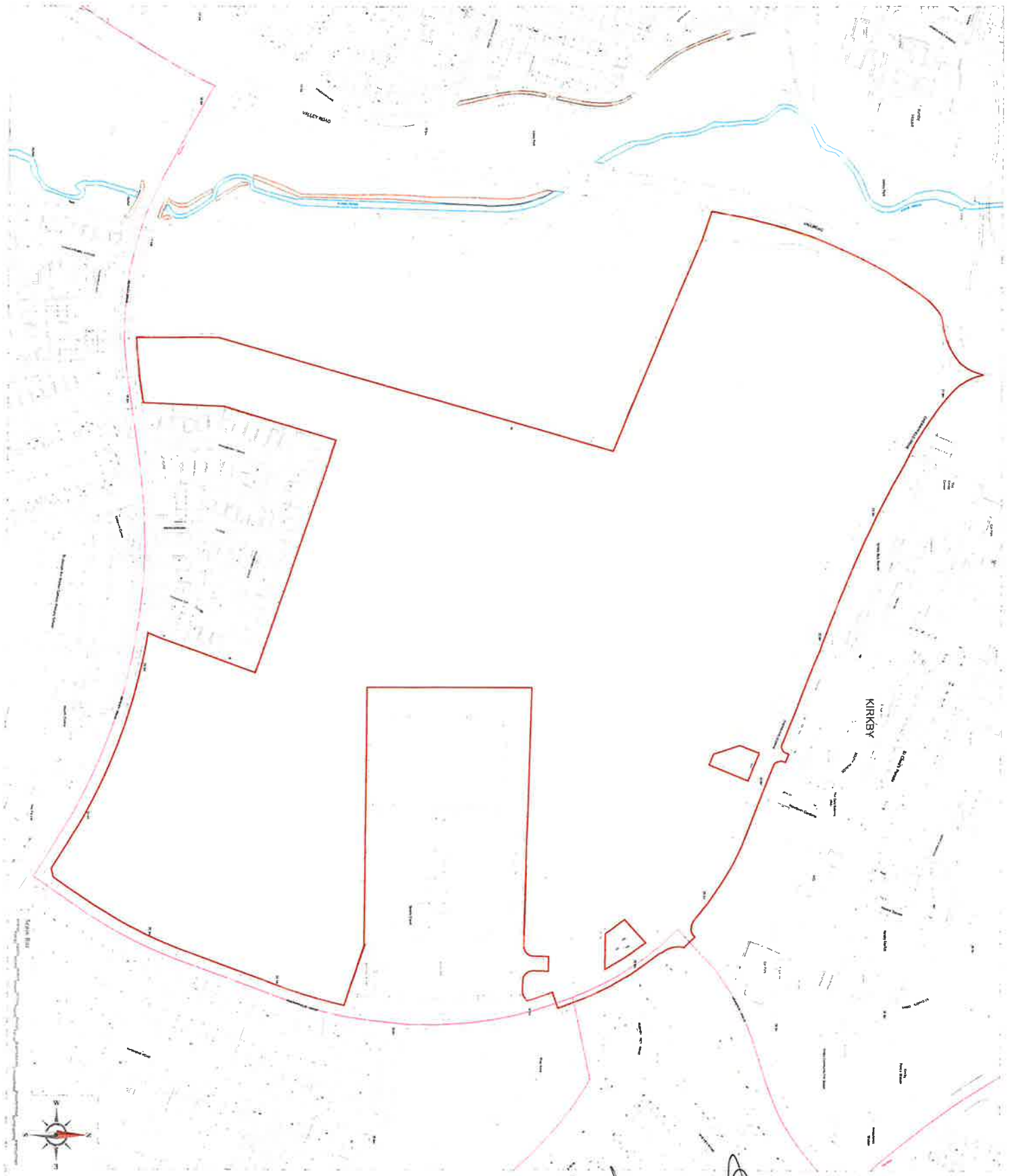
Whereas

1. Planning permission ref. was granted subject to an agreement dated [...] 2024 entered into pursuant to Section 106 of the Town and Country Planning Act 1990 (the Section 106 Agreement).
2. Paragraph 1 of Part 3 of Part 1 of the Section 106 Agreement provides that the obligations of that Deed are not enforceable against any mortgagee or chargee of any registered provider of affordable housing where the terms of that paragraph are complied with - such provision being referred to as an **MIP Clause**.
3. This memorandum is signed by the [*the owner*] and the Council pursuant to the part of paragraph 1 of Part 3 of Part 1 which permits variation or replacement of the form of MIP Clause subject to the Council's acceptance that an alternative MIP Clause is reasonably required to facilitate the exchange of contracts for the specified Affordable Housing Units.
4. The Council and [*the owner*] hereby agree that from the date of this Memorandum the following form of MIP Clause shall apply to and be enforceable against the Affordable Housing Units (identified as plots [X] shown on the drawing appended to this Memorandum).

Signed:

On behalf of [*the owner*]

On behalf of the Council



[Signature]

[Signature]

[Signature]

Stearns

Map Legend: Application Boundary	
BARATT DAVID WILSON HOMES 11000 8th Ave Seattle, WA 98148 Phone: 206.461.1100 Fax: 206.461.1101 Email: david@baratt.com	
Chemfield Dr Kirkby	
Location Plan DWI & Baratt For Comment	
Scale: 1:1000 @ A0 Date: 06.02.24 Sheet: 1 of 1	
H:\GIS\DWI\KIRKBY\DWI_202406\DWI_P1	