

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

Planning Act 1990

Relating to application for 19 dwellings and associated works

on land at Lyneham, Whiston, Knowsley, L35 3TN

Planning Application 22/00630/FUL

Dated 11 September 2023

(1) Knowsley Metropolitan Borough Council

(2) Ascot Waterloo Limited

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EXECUTION OF DEED

DATE 11 September

2023

PARTIES

- (1) **Knowsley Metropolitan Borough Council** of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("Council")
- (2) **Ascot Waterloo Limited** (co. reg. no. 07951004) whose registered office is at 14 Victoria Road West, Crosby, Liverpool, L23 8UQ ("Owner")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner [and developer] of the Site subject to the entries disclosed on the charges Register to the title detailed in the first Schedule but otherwise free from encumbrances.
- 3 The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 4 The Council is minded to grant planning permission subject to the prior completion of this Deed.
- 5 The parties to this Agreement agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Regulations 2010 (as amended).

NOW THIS DEED WITNESSES as follows:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed unless the context otherwise requires the following expressions shall have the following meanings:

- 1.1 "Act" means the Town and Country Planning Act 1990
- 1.2 "Application" means the application for outline planning permission submitted to the Council for the Development and allocated reference number 22/00630/FUL
- 1.3 "Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary

- display of site notices or advertisements and **"Commence Development"** shall be construed accordingly
- 1.4 **"Committed"** means any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies
- 1.5 **"Development"** means the erection of 19 no. dwellings and associated development pursuant to the Planning Permission or any variations and amendments to the same
- 1.6 **"Index"** means All Items Index of Retail Prices issued by the Office for National Statistics
- 1.7 **"Indexation Date"** means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed
- 1.8 **"Index Linked"** means increased in accordance with the following formula
Amount payable = the Contribution x (A/B) where
A = the figure for the Retail Prices Index (All Items) that applied immediately preceding the date of actual payment; and
B = the figure for the Retail Prices Index (All Items) that applied when the Index was last published prior to the date of this Deed
and **"Indexation"** shall be construed accordingly
- 1.9 **"Interest"** means interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time
- 1.10 **"Occupation"** means occupation of a Dwelling for its intended purpose pursuant to the Planning Permission save for the purpose of construction fitting out security or marketing or display and the expressions **"Occupy"** **"Occupied"** and **"Occupant"** shall be construed accordingly
- 1.11 **"Plan"** means the plan at Annex 2
- 1.12 **"Planning Permission"** means the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application a draft of which is at Annex 1 to this Deed
- 1.13 **"Site"** means the property (including land and any buildings) against which this Deed may be enforced as shown edged red on the Plan and more particularly described in the First Schedule

2 INTERPRETATION

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

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

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4 CONDITIONALITY

This Deed is conditional upon the grant of the Planning Permission and the Commencement of Development save for the provisions of Clauses 7, 8, 10, 14, 15 and 16 and Part 4 of the Second Schedule which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS AND WARRANTY

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

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed
- 7.1.1 the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and
- 7.1.2 the sum of £286 in respect of the Council's administrative costs for registering the obligations contained in this Deed

- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services, or in the event of any restructuring of posts by the Council such successor as the Council may from time to time determine, and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith secure the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or ceases to have effect by operation of law or expires before the Development has commenced then:
a) this Deed shall (except for paragraph b) below) cease to have effect; and
b) the Council shall forthwith cancel all entries made in the Register of Local Land Charges in respect of this Deed and return to the Owner any payments made under the terms of this Agreement.
- 7.8 No person shall be liable for any breach of any planning obligations or other provisions of this deed after parting with its entire interest in the Site or its interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 Nothing contained or implied in this Deed grants planning permission or other consent or shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a Local Authority and its rights powers duties and obligations under any statute byelaw or regulation may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 7.11 The planning obligations in this Deed shall not be enforceable against:
- 7.11.1 any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant statutory undertaker is occupying the relevant part of the Site for purposes as a statutory undertaker; nor
- 7.11.2 anyone whose only interest in the Site or any part of it is the nature of the benefit of an easement or covenant, or as the owner of the subsoil of any highway within the Site.
- 7.11.3 A Protected Tenant;

- 7.11.4 A mortgagee or chargee with an interest in the Site unless and until they become a mortgagee or chargee in possession in which case they shall be liable as if they were a successor in title to the Owner;
- 7.12 Nothing contained or implied in this Deed shall prejudice affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.13 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party as detailed in this Deed or such other address notified in writing to the other party from time to time. Provided however that
- 7.13.1 any notices to be served upon the Owner shall be sent to its Registered Office; and
- 7.13.2 any notices to be served upon the Council shall be marked for the attention of the Council's Head of Planning
- 7.14 if the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.
- 8 NOT USED.
9. WAIVER
- No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 10 CHANGE IN OWNERSHIP
- The Owner agrees with the Council to give 14 days' written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.
- 11 INDEXATION
- Any sum referred to in the Schedules shall be Index Linked and where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose such sum shall also be Index Linked

12 FORWARD FUNDING

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

13 INTEREST

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

14 VAT

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

15 DISPUTES

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

16 JURISDICTION

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

17 DELIVERY

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

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

FIRST SCHEDULE

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

Details of the Owner's Title

The land within title number MS682468 registered at HM Land Registry.

Description of the Site

All that land at Lyneham, Whiston, Knowsley L35 3TN shown edged red on the Plan at Annex 2.

SECOND SCHEDULE

Owner's Covenants to the Council

Part 1

AFFORDABLE HOUSING

Interpretation

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

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

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

"Affordable Housing Scheme" means the scheme to be submitted and approved under paragraph 1.1 of this Part 1 of Schedule 2 which shall include details of:

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

"Affordable Housing Units" means the two Dwellings to be provided as Affordable Housing pursuant to the Affordable Housing Scheme and **"Affordable Housing Unit"** shall be construed accordingly.

"Affordable Rent" means is up to 80% (Eighty Percent) of local market rent including Service Charge but not exceeding the Local Housing Allowance for a similar type of property in the relevant rental market area allowing for any modifications to a level of allowance as published by the Government as calculated using RICS approved valuation methods

"Chargee" means any mortgagee or charge of a Registered Provider (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or part of the Site or any persons or bodies deriving title through such mortgagee or charge or receiver.

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

"Market Dwelling" means any Dwelling which is not an Affordable Housing Unit.

"Nominations Agreement" means an agreement between the Council and a Registered Provider in relation to the allocation of an Affordable Housing Unit.

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

"Occupation" means the same as in clause 1 of this Deed and 'Occupant' shall be construed accordingly.

"Protected Tenant" means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the 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 an equity retained on a shared ownership housing unit or other form of intermediate housing after deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative and legal costs and fees) and
- (b) the net premium payable by any person exercising any right to buy an interest in an Affordable Housing Unit after the deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative valuation and legal costs and fees) and
- (c) the amounts repayable to central government or any Registered Provider by any person that has exercised a right to buy an interest at a preferential rate.

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

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

"Rent to Buy Tenancy" means the tenancy of for an Affordable Housing Unit which is in accordance with the Government's 'Rent to Buy Scheme being

- i. to a tenant who is
 - a. in full or part time employment; and
 - b. a first-time buyer; and
 - c. able to pay their rent and save for a deposit at the same time
- ii. for an initial period of no more than 2 years and a maximum of not more than 5 years
- iii. for an Affordable Rent.

“Service Charge” means 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.

The Owner covenants with the Council as follows:

AFFORDABLE HOUSING SCHEME

- 1.1 Prior to Commencement of Development to submit the Affordable Housing Scheme to the Council for approval in writing.
- 1.2 Commencement of Development shall not take place until such time as the Affordable Housing Scheme has been approved in writing by the Council.
- 1.3 Thereafter to deliver the Affordable Housing Units as part of the Development in accordance with the Planning Permission and the approved Affordable Housing Scheme.

CONSTRUCTION OF THE AFFORDABLE HOUSING UNITS

- 2.1 The Owner will or will procure the construction and completion of the Affordable Housing Units together with all necessary services connections and infrastructure ready for Occupation prior to Occupation of the eighth (8th) Market Dwelling and shall not cause or permit Occupation more than seven (7) Market Dwelling until this has been done.
- 2.2 Construction of the Affordable Housing Units
 - 2.2.1 the Affordable Housing Units shall be constructed in accordance with the standards specified by the Regulator of Social Housing or equivalent successor body in the latest version of its Design and Quality Standards at the time of construction and to no less standard than nor visually distinguishable from the Market Dwellings; and
 - 2.2.2 completion of the Affordable Housing Units shall be deemed to be either when the NHBC Buildmark Certificate of Choice (or similar equivalent) shall have been issued in respect of the Affordable Housing Unit or when the Local Authority Building Control or approved inspector certifies them all as complete if earlier.

DELIVERY MECHANISM

- 3.1 To ensure that each Affordable Housing Unit including its allocated parking space and/or garage (if any) which makes up the Affordable Housing Provision is let under a Rent to Buy tenancy or such other form of Affordable Housing as shall be agreed by the Council in writing.
- 3.2 To ensure that the Affordable Housing Units are let to Occupants for an Affordable Rent in accordance with this Deed and to provide evidence to the Council that the rent set for the Affordable Housing Units are in accordance with the Government's rent policy for Affordable Rent prior to first Occupation and thereafter from time to time (but not more than once in each 12 month period) if reasonably requested by the Council.

- 3.2 To ensure full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Housing Units.
- 3.3 To ensure full and free rights for the passage of water soil electricity gas if provided and other services through the pipes drains channel wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Units.
- 3.4 The Owner shall not without the Council's written consent dispose of the freehold interest or grant a long leasehold interest in the Affordable Housing Units except to a Registered Provider and in any such disposal the Owner shall include provisions requiring the Affordable Housing Units not to be used or Occupied other than in accordance with the provisions of this Part 1 of the Second Schedule of this Deed and be subject to the nomination rights in favour of the Council provided for in paragraph 4 below and for the avoidance of doubt this paragraph shall not prohibit or prevent the Owner from mortgaging or otherwise charging the Site or part thereof.
- 3.5 If the Development involves the creation of employment of a management company there shall be a management company for all the common parts which serve the Dwellings including the Affordable Housing Units.

OCCUPATION

4. Subject to the provisions of paragraph 7:
- 4.1 from the date of practical completion of the Affordable Housing Units they shall only be used as Affordable Housing; and
- 4.2 the Owner shall not cause or permit the Affordable Housing Units to be Occupied other than as Affordable Housing; and
- 4.3 save for when they are let under a Rent to Buy Tenancy the Affordable Housing Units shall be subject to the following nomination rights:
- 4.3.1 100% (one hundred percent) of the Affordable Housing Units shall be available for Occupation by nominees of the Council
- 4.3.2 the timescales and procedures for nominations shall be determined by a Nominations Agreement:
- a) in the form specified by the Council; and
- b) entered into by the Owner no later than prior to first Occupation of the Affordable Housing Units
- 4.3.2 nominees of the Council shall Occupy the Affordable Housing Units as soon as reasonably practical following the date of completion of the Affordable Housing Units ("the Initial Letting").
- 4.3.3 upon the Owner obtaining vacant possession of each of the Affordable Housing Units after the Initial Letting all subsequent lettings and re-lettings of the those Affordable Housing Units shall be to nominees of the Council and the timescales

and procedures for nominations shall be determined in the Nominations Agreement.

REGISTERED PROVIDER

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

APPLICATION OF RECEIPTS

- 6.1 In the event that a tenant, Protected Tenant or other Occupier of any of the Affordable Housing Units exercises the right to buy or right to acquire including the right to acquire a further equity interest under applicable legislation the Owner shall use or procure the use of the Receipts to fund the provision of further Affordable Housing in accordance with the provisions of paragraph 6.2.
- 6.2 In respect of any of the Affordable Housing Units:
 - 6.2.1 to give notice to the Council within 15 Working Days following any disposal of a freehold or leasehold disposal of an Affordable Housing Unit ('Notice'); and
 - 6.2.2 within 10 Working Days of the Notice to provide to the Council a calculation of the Receipts in respect of the Affordable Housing that was the subject of the Notice and notify the same in writing to the Council;
 - 6.2.3 such Receipts shall be used for the provision of further Affordable Housing within the administrative boundaries of Knowsley on a basis to be prescribed by the Council and within such reasonable timescales as shall be specified by the Council; and
 - 6.2.4 the Receipts shall be held in a separate designated account by the Registered Provider and it shall at least once a year supply to the Council a statement showing monies held on such account with such supplemental information showing how such sums are derived and the use of such sums in accordance with the provisions of paragraph 6.2.3 as the Council

may require to satisfy itself that monies are being used for the purposes of Affordable Housing in Knowsley.

EXCLUSIONS

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

7.1.1 a Chargee exercising its power of sale PROVIDING THAT

- (i) the Chargee has given written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Units to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest costs and expenses; and
- (ii) if such disposal has not completed within a three (3) month period the Chargee shall be entitled to dispose of the Affordable Housing Units free from the provisions in this Part 1 of the Second Schedule which provisions shall determine absolutely in relation to those Affordable Housing Units; or

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

7.1.3 a tenant who has exercised any statutory right to buy preserved right to buy or voluntary right to buy (or any equivalent contractual right) and any mortgagee or chargee of any of the Affordable Housing Units so acquired or any persons deriving title from them.

Part 2

OFF SITE PUBLIC OPEN SPACE CONTRIBUTION

Interpretation

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

"Public Open Space Contribution" means the sum of £43,078 (forty-three thousand and seventy-eight pounds) payable to the Council as a contribution towards the improvement of public open space in the settlement of Whiston.

The Owners covenant with the Council as follows:

1.1 Prior Occupation of the first (1st) Dwelling the Owners shall pay the Public Open Space Contribution to the Council and shall not permit Occupation of any Dwellings until the Public Open Space Contribution has been paid.

PART 3

TREE REPLACEMENT CONTRIBUTION

Interpretation

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

"Tree Replacement Contribution" means the sum of £570.56 (five hundred and seventy pounds and 56 pence) for each tree removed from the site and not replaced as part of the approved landscaping scheme such sum to be used by the Council towards the cost of planting of trees in the vicinity of the Site to compensate for the overall number of trees lost as a result of the Development.

The Owner covenants with the Council as follows:

- 1.1 Prior to Occupation of the fifth (5th) Dwelling on the Site the Owner shall agree the net number of trees lost on the site as a result of the Development and pay the resulting Tree Mitigation Contribution to the Council. The Owner shall not cause or permit the Occupation of more than four (4) dwellings until the Tree Replacement Contribution has been paid.

PART 4

MONITORING FEE

Interpretation

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

"Monitoring Fee" means the sum of £1,716 (one thousand seven hundred and sixteen pounds) (3 x £572) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

The Owner covenants with the Council as follows:

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

THIRD SCHEDULE

Council's Covenants to the Owner

The Council hereby covenants with the Owner:

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

ANNEX 1 The Draft Planning Permission



Knowsley Council

**REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT**

TOWN AND COUNTRY PLANNING ACT 1990

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

PLANNING PERMISSION

Application No: 22/00630/FUL

Name and address of applicant

Built Group Ltd
278 St Marys Road
Liverpool
L19 1QD

Name and address of agent

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

Date of Receipt: 11 October 2022

Date Valid: 18 November 2022

Address/Location Of Development:

Land At MP Foods
Lyneham
Whiston
Knowsley
L35 3TN

Description of Development:

**RESIDENTIAL DEVELOPMENT FOR THE ERECTION OF 19NO DWELLINGS
TOGETHER WITH OTHER ASSOCIATED WORKS INCLUDING 1NO VEHICULAR
ACCESS TO LYNEHAM**

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

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

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

2. The development hereby permitted shall be carried out in accordance with the following approved plans and documents: -

- a. Noise Assessment - Version 2 - 21868R01aSWMW - (Received 9/5/23).
- b. Proposed Site Plan - Rev G - 418-1-PLN-002 - (Received 24/4/23).
- c. Proposed Boundary Plan - Rev G - 418-1-PLN-002 - (Received 24/4/23).
- d. Visibility Splays - VN222261-D101 - Rev B - (Received 24/4/23).
- e. Swept Path Analysis - VN222261-TR102 - Rev B - (Received 24/4/23).
- f. 4 Bed Houses Elevations - 418-1-PLN-007- Rev C - (Received 29/3/23).
- g. Cottage Flats Floor Plans - 418-1-PLN-008- Rev C - (Received 27/3/23).
- h. Cottage Flats Floor Plans - 418-1-PLN-009- Rev C - (Received 27/3/23).
- i. Cottage Flats Floor Plans - 418-1-PLN-010- Rev C - (Received 27/3/23).
- j. Cottage Flats Elevations - 418-1-PLN-011- Rev C - (Received 27/3/23).
- k. Cottage Flats Elevations - 418-1-PLN-012- Rev C - (Received 27/3/23).
- l. Drainage Strategy (Received 08/3/23).
- m. Transport Statement Addendum Note VN222261 - (Received 8/3/23).
- n. 4 Bed Houses Floor Plans - 418-1-PLN-006- Rev B - (Received 20/2/23).
- o. 2 Bed Houses Elevations 418-1-PLN-005- Rev C - (Received 20/2/23).
- p. 2 Bed Houses Floor Plans 418-1-PLN-004- Rev B - (Received 20/2/23).
- q. Energy and Sustainability Statement - D2252 - (Received 18/11/22).
- r. Phase II Geoenvironmental Report - (Received 11/10/22).
- s. Arboricultural Impact Assessment - PLA/0422/L35 - (Received 11/10/22).
- t. Ecological Survey and Assessment - 2022-201 - (Received 11/10/22).
- u. Transport Statement - VN222261 - (Received 11/10/22).
- v. Affordable Housing Statement - (Received 11/10/22).
- w. Planning Statement - (Received 11/10/22).
- x. Location Plan - (Received 11/10/22).

Reason: For the avoidance of doubt.

3. A. Risk Assessment

No development shall take place until an assessment of the risks posed by any contamination has been submitted to, and approved in writing by, the Local Planning Authority.

Prior to any further ground investigations taking place, the scope of works for these investigations must be agreed, in writing, with the local planning authority.

The assessment must also be undertaken by a suitably qualified contaminated land practitioner, in accordance with authoritative guidance (CLR 11), and shall assess any contamination on the site, whether or not it originates on the site. Moreover, it must include (were relevant):

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

B. Submission of Remediation Scheme

Where land affected by contamination is found which poses unacceptable risks, no development shall take place until a detailed remediation scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme must include an appraisal of remediation options, identification of the preferred option(s), the proposed remediation objectives and remediation criteria, and a description and programme of the works to be undertaken including the verification plan. As a minimum, the scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to its intended use.

C. Implementation of Approved Remediation Scheme

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

D. Reporting of Unexpected Contamination

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

E. 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.

F. Importation of Soil Material

No soil is to be imported to the site until it has been tested for contamination and assessed for its suitability for the proposed development; a suitable methodology for testing this material should be submitted to and agreed by the Local Planning Authority prior to the soils being imported onto site. The methodology should include the sampling frequency, testing schedules, criteria against which the analytical results will be assessed (as determined by the risk assessment) and source material information. The analysis shall then be carried out and evidence submitted to and approved in writing to by the Local Planning Authority.

Reason: In order to protect human health and avoid contamination.

4. No development shall take place until a scheme for the design and layout of highway improvement works has been submitted to and approved in writing by the Council as Local Planning Authority. For the avoidance of doubt, the works shall include but not be limited to:

- Repositioning of speed hump
- Introduction of site access with 6m radii, tactile paving, dropped kerbs etc.
- Footway crossovers onto Haslemere
- Reinstatement of redundant access.

The approved scheme shall be implemented before the development is brought into use.

Reason: To ensure the provision of safe and adequate means of access to the development in the interests of highway safety and amenity and to comply with Policy

CS19 of the Core Strategy, adopted January 2016

5. Prior to commencement of development a Construction Management Plan shall be submitted to and agreed in writing by the Local Planning Authority that details the means of mitigation of construction effects. This shall include but not be limited to the following:
 - a. Layout of the site compound including identification of areas for the storage of plant and materials, loading/unloading and turning areas for delivery vehicles [for each phase as necessary].
 - b. Management of deliveries including prevention of waiting/layover of construction related traffic on the highway, measures for the control of traffic to and from the site and consideration of any temporary traffic management arrangements which may be necessary during periods of construction. Note reversing on the highway is not permitted without a Banksman.
 - c. Construction staff parking arrangements
 - d. Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
 - e. Methods for dust control and suppression.
 - f. A programme of works including phasing, if applicable.
 - g. Adequate provision for addressing any abnormal wear and tear to the highway, if applicable.
 - h. Details of pest control measures.
 - i. Methods for the mitigation of noise and vibration from building works, including any piling works, and also from the operation of any temporary power generation or pumping plant which will operate overnight.
 - j. Details of construction hours

All site works shall then be carried out in accordance with the approved Plan.

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with saved Policies H5, and ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and Policy CS2 of the Core Strategy, adopted January 2016.

6. If piling is required as part of the development, then prior to the commencement of any piling works, the applicant shall submit a method statement, to be approved by the Local Planning Authority. The piling work shall be undertaken in accordance with the approved method statement. The method statement shall include the following details:
 - a. Details of the method of piling
 - b. Days / hours of work

- c. Duration of the pile driving operations (expected start date and completion date)
Vibration monitoring details, including the number of monitors and the monitoring location(s).

Reason: In order to safeguard the residential amenity of neighbours.

7. Five working days written notice shall be given to the Arboricultural Officer before commencement of the works hereby granted.

Reason: To ensure the required tree protection measure are in place before works commence on site

8. Development shall not commence (above slab level) 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 (LPA). The applicant should provide suitable drainage drawings, summary calculations and results of all investigations detailing the surface water drainage works as set out below. The maximum rate of discharge, off-site shall not exceed 5l/s, and be in line with the drainage strategy as set out within Drainage Strategy dated August 22 Version 003 unless otherwise agreed in writing with the LPA. The 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.

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 161100 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. Prior to the first occupation of the development, a Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development through an appropriate legally binding agreement shall be submitted to and approved in writing by the Local Planning Authority.

This shall include:

- The arrangements for adoption by an appropriate public body or statutory undertaker or details of provision for management and maintenance by a resident's management company.
- A schedule for on-going inspections relating to performance and condition.
- Details for planned maintenance and a mechanism for remedial and urgent repair works.
- Means of access for inspection and maintenance purposes.
- The plan shall be implemented in accordance with the timeframes contained within it.

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

10. No development shall commence other than as may be required in relation to site clearance and remediation until details of existing ground levels and proposed finished ground and floor levels have been submitted to and approved in writing by

the local planning authority. This shall include information of the height of the

building, gardens and fences in relation to neighbouring dwellings. The development shall be carried out in accordance with the approved details.

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

11. No works above slab level shall commence until a scheme for provision of lighting of private communal areas has been submitted to and approved in writing by the Council as Local Planning Authority. A lighting scheme can be designed so that it protects ecology and does not result in excessive light spill onto the habitats. The scheme shall be implemented in full accordance with the approved scheme details prior to first occupation of the development unless otherwise agreed in writing by the Council as Local Planning Authority. For the avoidance of doubt, such a scheme shall be accompanied by a maintenance strategy to ensure its future operation.

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

12. Tree number 1 (In the ecological survey and assessment) was identified as having low bat roost potential. In line with best practice, felling of these trees shall employ soft felling techniques under supervision of a suitably qualified ecologist.

Reason: In order to avoid harm to bats.

13. Prior to the implementation of any landscaping or removal of trees a landscape scheme to replace lost trees and enhance biodiversity shall be submitted to and have been approved by the local planning authority. The landscaping shall include native tree and plant species and shall include bird and bat nesting boxes. The scheme shall include replacement tree planting on a 2:1 basis. The scheme should include the location, size and species of the replacement trees. The trees shall be a minimum of 20-24cm girth. The tree planting shall be wholly implemented in its finally approved form in accordance with the approved scheme within the first available planting season following the substantial completion of development. Any tree or other planting which is lost, felled, removed, becomes diseased, or is substantially damaged within a period of five years thereafter shall be replaced in kind during the first available planting season following the date of loss or damage.

Reason: To enhance biodiversity and to comply with Policy CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

14. Details of Boundary Treatments shall have been submitted to and have been approved by the local planning authority prior to occupation. The approved boundary treatments shall be installed prior to occupation and shall be retained as such hereafter.

Reason: In order to ensure acceptable boundary treatments.

15. Prior to the occupation of the dwellings the recommendations as per the noise report, included with the application, by Environoise, report No. 21868R01aSWMW, shall be implemented. The noise mitigation required is as detailed below:

- 1st Floor bedrooms (2-bed houses on Haslemere) require a glazing performance of 30, with a 10mm pane / 6 to 20mm cavity / 4mm pane with a standard vent / C25 (page 11) Documentary evidence of the works shall be

submitted to and approved in writing by the Local Planning Authority prior to occupation.

Reason: In order to protect occupants of proposed and existing buildings from noise.

16. No dwelling shall be occupied until an outdoor, weatherproof electric vehicle charging point readily accessible from a dedicated parking space has been provided for the dwelling.

The chargepoint shall be:

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

The EV charging point shall be clearly marked as such and their purpose explained to new occupants in any home welcome pack.

Reason: In the interests of air quality, promoting sustainable travel opportunities and to comply with Policies CS2, CS7 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016 and NPPF Para 112.

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

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

18. The development shall not be brought into use until the areas indicated on drawing 418-1-PLN-002 Rev F be set aside for parking, servicing, vehicular manoeuvring (Including provision for pedestrians/cyclists) have been surfaced, drained and permanently marked out or demarcated in accordance with the details and specifications shown. These areas shall be retained as such thereafter.

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

19. The habitats on site are suitable for badger and/or hedgehog which is a Priority Species and Local Plan policy CS8 applies. The following reasonable avoidance measures should be put in place to ensure that there are no adverse effects on them:

- A pre-commencement check for badger and/or hedgehog mammals;
- All trenches and excavations should have a means of escape (e.g. a ramp);
- Any exposed open pipe systems should be capped to prevent mammals gaining access; and
- Appropriate storage of materials to ensure that mammals do not use them.

Reason: In order to protect badgers and hedgehogs at the site, which the habitats are suitable for.

20. No tree felling, or scrub clearance is to take place during the period 1 March to 31 August inclusive. If it is necessary to undertake works during the bird breeding season, then trees and scrub are to be checked first by an appropriately experienced

ecologist to ensure no breeding birds are present. If present, details of how they will be protected are required to be submitted for approval.

Reason: In order to protect breeding birds.

21. Any close board fences installed on site should have hedgehog highways (13cm x 13cm gaps) to allow movement of hedgehogs. should be installed into any close board fences on site. This can be secured by a suitably worded planning condition.

Reason: In order to maintain habitat connectivity for hedgehogs,

22. The provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) Schedule 2, Part a and or any amendments made to that Order, shall not apply to dwelling 5 (Shown on the Proposed Site Plan - Rev F):

- no extensions shall be carried out to the dwelling(s) unless an application to the Local Planning Authority, planning permission for such development has been granted.

Reason: In order to prevent an extension impacting on the amenity of neighbours.

23. The two side windows on the side west Elevation of the cottage flats (Drawing 418-1-PLN- 012 - Rev C) shall be
- a. Obscure glazed, and
 - b. non-opening unless the parts of the window which can be opened are more than 1.7 metres above the floor of the room in which the window is installed

Reason: To protect the privacy of the dwellings opposite.

REASON(S) FOR THE GRANTING OF PLANNING PERMISSION

The decision to grant planning permission has also been taken having regard to the policies and proposals as set out below, and to all relevant material considerations including supplementary planning guidance:-

KNOWSLEY LOCAL PLAN: CORE STRATEGY

- CS2 - Development Principles
- CS3 - Housing Supply, Delivery and Distribution
- CS7 - Transport Networks
- CS9 - Principal Regeneration Area - North Huyton and Stockbridge Village
- CS15 - Delivering Affordable Housing
- CS17 - Housing Sizes and Design Standards
- CS19 - Design Quality and Accessibility in New Development
- CS21 - Greenspaces and Trees
- CS22 - Sustainable and Low Carbon Development
- CS24 - Managing Flood Risk

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

- H5 - Development within Primarily Residential Areas
- DQ2 - Security in the Built Environment
- DQ4 - Trees and Development
- ENV5 - Contaminated Land

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

ARTICLE 35 STATEMENT

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

NOTE FOR APPLICANT:

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

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

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

Informative

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

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

3. See attached letter from Merseyside Fire Authority
4. See attached letter from Cadent Gas

5. It is an offence to carry out any works within the public highway without the permission of the Highway Authority. The grant of planning permission will require the developer to enter into an agreement under s278 of the Highways Act 1980 with the Council. The applicant is advised to contact the Site Development Team at SiteDevelopment@knowsley.gov.uk to discuss the matter further.

The road serving the permitted development is to be designated a private road which will not be adopted as a Highway Maintainable at the Public Expense (under the Highways Act 1980). It is incumbent on the developer to undertake the appropriate measures to ensure that the future maintenance and management of the private street is established and continued in perpetuity. For example: through the establishment of a Maintenance or Management Company, whose terms of reference are secured by means of a Section 106 Agreement of the Town & Country Planning Act, as well as the developer formally seeking exemption under Section 219 of The Highways Act 1980. All roads within the development hereby permitted must be constructed to an engineering standard equivalent to that of adoptable highways. Further information can be obtained by contacting SiteDevelopment@knowsley.gov.uk

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 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.

6. It would be helpful for the applicant to refer to Bat Conservation Trust website <https://www.bats.org.uk/news/2018/09/new-guidance-on-bats-and-lighting>

Executive Director - Regeneration and Economic Development

Date: 9 June 2023

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.**

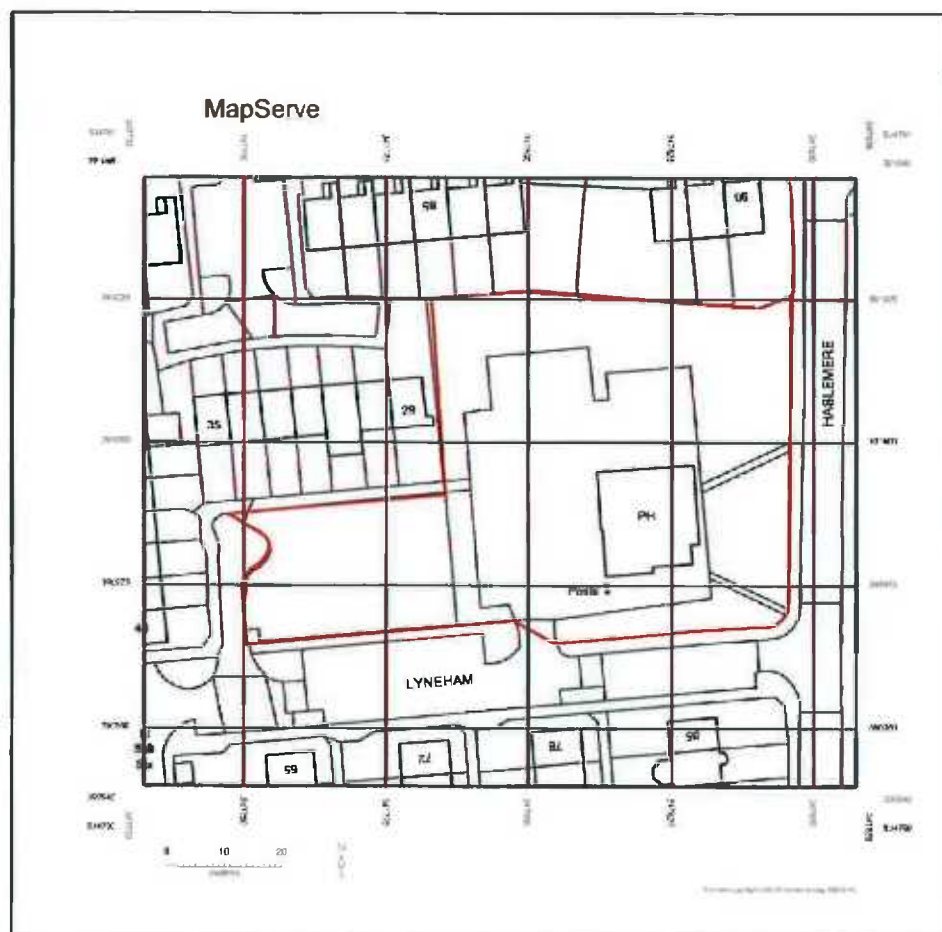
Appeals to the Secretary of State

- 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.

KEY



APPLICATION SITE



SITE LOCATION PLAN - SCALE 1:1250
Oct 2022

A4



EXECUTION

THE COMMON SEAL of
**KNOWSLEY METROPOLITAN BOROUGH
COUNCIL** was hereunto affixed in the
presence of:



Authorised Signatory

Seal No. 31273

Authority:

Print Name: S. MEYLET-DALEY

Position: SENIOR SOLICITOR

Executed as a deed by
ASCOT WATERLOO LIMITED acting by

TERENCE RILEY
[NAME OF DIRECTOR]



[SIGNATURE OF DIRECTOR]
Director

a director in the presence of:



[SIGNATURE OF WITNESS]

NAME OF WITNESS (IN BLOCK CAPITALS): JAMIE SWAN

ADDRESS OF WITNESS: 122 SOUTH ROAD, LIVERPOOL, L22 0ND

OCCUPATION OF WITNESS: ADMIN

ANNEX 2 The Plan