

DATED 28<sup>th</sup> May 2024

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

of Land South of Lickers Lane, Halshead Garden Village,  
Whiston (PP Ref. 22/00600/FUL)

- (1) Mark Goulding
- (2) Knowsley Metropolitan Borough Council

This Agreement is made the 28th May 2024

**Between:**

- 1 **Mark Goulding** of 79 Chapel Lane Cronton WA8 4NT (the **Owner**);
- 2 **Knowsley Metropolitan Borough Council** of Municipal Buildings, Huyton L36 9UX (the **Council**),

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. The Council is also the freehold owner of part of the Site under registered title number MS556573
- (B) The Owner is the freehold owner of part of the Site under registered title number MS51389.
- (C) The Planning Application has been submitted to the Council.
- (D) The Council has identified planning obligations and contributions to be used towards infrastructure as part of the Halsnead Garden Village in order to make the Development acceptable in planning terms.
- (E) The Council has resolved to grant the Planning Permission subject to the completion of this Deed.
- (F) This Deed is entered into by the Parties pursuant to section 106 of the 1990 Act 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 Schedule 3 to 12 of this Deed and **Contributions** shall be construed accordingly.

**Development:** the erection of 120 no. dwellings with 1 no. vehicular access off Lickers Lane and other associated works.

**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.

**Halsnead Garden Village:** the strategic housing and employment development project of circa 175 hectares in the Liverpool City Region near Whiston, Knowsley L35 3SL to deliver approximately 1,600 homes and at least 22.5 hectares of employment land together with a new country park shown indicatively at figure 1.1 and schematically at figure 1.2 of the Masterplan.

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**Index:**

- (a) for the purposes of Schedules 10 and 12 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;
- (b) for the purposes of Schedule 3 to 9 and Schedule 11 - 9 indices based on BCIS General Building Cost Index.

**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.

**Masterplan:** the supplementary planning document entitled 'Halsnead Garden Village Masterplan' published by the Council in June 2017.

**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 22/00600/FUL.

**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 Owner'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.

**Site:** the land to the south of Licker's Lane shown edged red on the plan at Appendix 2 and being a part of the Halsnead Garden Village.

**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 **Owner** shall include successors in title to the Owner 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.

1.3 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 Schedules to this Deed, the enforceability of which requires them to take effect upon the grant and issue of the Planning Permission.

## **3 Owner's Covenants**

3.1 The Owner covenants with the Council to comply with the obligations in Schedule 1 to Schedule 12 of this Deed.

3.2 The Owner 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.

## **4 Council's Covenants**

The Council covenants with the Owner to comply with the obligations in Schedule 13 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 Owner are entered into with the intent that they are enforceable not only against the Owner but also against any successors in title or assigns of the Owner and any person claiming through or under the Owner 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 5.2, 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 Part 2 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 1) acquiring an interest in the Site pursuant to Schedule 1 save that such RP shall be bound by the provisions of the said Schedule 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 Should the Council dispose of its interest in the Site, then it shall require as a condition of any such disposal that its successor in title enters into a deed substantially in the same form as this Deed to ensure that its successor in title is bound by the obligations contained herein.

## **6 Notices**

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

6.1 Commencement of the Development;

6.2 first Occupation of the first Dwelling to be Occupied on the Site;

6.3 first Occupation of the 20th (twentieth) Dwelling to be Occupied on the Site;

- 6.4 first Occupation of the 50th (fiftieth) Dwelling to be Occupied on the Site; and
- 6.5 first Occupation of 50% (fifty per cent (the 60<sup>th</sup>)) of the Dwellings to be Occupied on the Site; and
- 6.6 first Occupation of the 84th (eighty-fourth) Dwelling to be Occupied on the Site; and
- 6.7 first Occupation of 75% (seventy five per cent (the 90<sup>th</sup>)) of the Dwellings to be Occupied on the Site; and

## **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 Head of Legal Services and Head of Planning or such other successor officer responsible to development management matters at the Council;

7.1.2 if to the Owner: to its address specified above or such other address for service as shall have been previously notified by the Owner in writing and if the Owner 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 Owner 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 Owner 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 Owner pursuant to the Schedules to this Deed shall be Index Linked and where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose such sum shall also be Index Linked.
- 11.2 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 Owner; or
- 12.1.3 expires before Commencement.

- 12.2 Where this Deed ends pursuant to clause 12.1 the Council covenants with the Owner and 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 13.

- 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 Owner 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 Owner 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 Owner 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**

### **Affordable Housing**

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 Owner and the Approved RP.

**Affordable Housing Plan:** a plan identifying the location and tenure of the Affordable Housing Units on the Site or, where the Development is delivered in Phases, within a Phase.

**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 16.67%) of the Dwellings (20 units) as Affordable Housing), types, tenure and location of the Affordable Housing Units on the Site or, where the Development is delivered in Phases, within a Phase;
- (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 per cent) 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 the RICS approved valuation methods.

**Affordable Rented Unit:** rented housing provided by an Approved RP or RP let at Affordable Rent and which complies with the definition of 'Affordable housing for rent' in Annex 2 of the NPPF and the Council's Delivering Affordable Housing Policy KMBC Developer Contributions SPD June 2016 and **Affordable Rented Units** shall be construed accordingly.

**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 Owner 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 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 chargee or Receiver.

**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.

**Local Housing Allowance:** 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 Housing Unit:** any Dwelling which is not an Affordable Housing Unit and **Market Housing Units** shall be construed accordingly.

**NPPF:** 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.

**Regulator of Social Housing:** 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.

**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 2015-18 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.

**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.

The Owner covenants with the Council as follows:

### **Part 1 - Affordable Housing Scheme**

#### **1 The Owner covenants**

- 1.1 to deliver a minimum of 16.67% of the Dwellings as Affordable Housing in accordance with the terms of this Part 1
- 1.2 that 45% of the Affordable Housing Units shall be Affordable Rented Units and 55% of the Affordable Housing Units shall be Intermediate Housing.

#### **2 Affordable Housing Scheme**

- 2.1 Prior to Commencement of Development, the Owner 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 Owner 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 4.4 of this Part 1).

#### **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 Owner and the Council and for the avoidance of doubt the 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 within a Phase 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 Owner 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.
- 4.3 The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission and the approved Affordable Housing Scheme PROVIDED THAT if an Affordable

Housing Contract has not been entered into pursuant to paragraph 4.2 of this Part 1 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 Owner 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 Owner's application made pursuant to this paragraph 4.3.

## **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 within a Phase.

## **8      Application of Receipts**

8.1      In the event that the tenant or other Occupier of an Affordable Rented Unit exercises the right to buy or 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 a Shared 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 provision of paragraph 8.3.
- 8.3 In respect of Shared Ownership and Affordable 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; 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.
- 8.4 For the avoidance of doubt the provisions of paragraphs 8.1 – 8.3 shall apply only to those Shared Ownership Units and Affordable Rented Units which are required to be provided in accordance with the approved Affordable Housing Scheme

## **Part 2 - Mortgagee Exclusion Clause**

- 1 The provisions of Part 1 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 cease to apply to any of the Affordable Housing Units where the Owner or Approved RP shall be required to sell to a tenant pursuant to a right to buy or acquire under applicable legislation or any similar or substitute right applicable;
- 1.3 cease to apply to any Affordable Housing Units subject to a Shared Ownership Lease where the lessee or any successor to or mortgagee of that Affordable Housing Unit has taken a transfer of the freehold reversion of that lease;
- 1.4 not bind any person deriving title from any such person as is mentioned in paragraph 1.1 to 1.3 inclusive of this Part 2 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 Owner 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 Owner 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.

## **Schedule 2**

### **Public Open Space and Estate Management**

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

**Certificate of Final Completion:** a certificate issued by the Council following the end of the Maintenance Period to the effect that the Managed Areas (or part thereof) are complete and all defects which have become manifest since the issue of a Certificate of Practical Completion have been made good (to the Council's reasonable satisfaction).

**Certificate of Practical Completion:** a certificate of practical completion issued in relation to the Managed Areas (or part thereof) by the Council to the effect that the relevant works have been completed in all material respects (to the Council's reasonable satisfaction).

#### **Development Covenants:**

- (a) not to use the Managed Areas other than for the purpose of lawful outdoor recreation;
- (b) not to cause any nuisance disturbance or annoyance to the occupiers of any Dwelling;
- (c) to maintain the Managed Areas in a clean and tidy condition consistent with its use at all times in accordance with the relevant approved Estate Management Scheme;
- (d) not to build or allow or suffer to be built any building on the Managed Areas;
- (e) not to reside on or occupy any part of the Managed Areas for temporary or permanent residential use.

**Estate Management Scheme:** a scheme setting out the detailed arrangements for the management, repair, renewal and maintenance in perpetuity of a Managed Area to the reasonable satisfaction of the Council which scheme shall incorporate the requirements set out in the Halsnead Design Guide SPD of January 2016 for estate management and include details of:

- (a) the responsibilities of the Management Company and its management structure;
- (b) copies of the memorandum and articles of association of the Management Company;
- (c) the proposals for the long term funding of the Management Company including the setting and collection (including in default) of the service/rent charges for plot purchasers (including in respect of any Affordable Housing Units) and any sinking/reserve fund and evidence of the covenants on residents to pay service charge in respect of a Managed Area to the Management Company;
- (d) full details of the maintenance specifications for a Managed Area and full details of the management programme including renewal and replacement for implementing those specifications to be managed by the Management Company provided that the details submitted may be amended or varied by written agreement between the parties (acting reasonably),

subject to such variations as may be agreed thereto between the Owner and the Council (acting reasonably) in writing from time to time.

**Landscape Plan:** the landscape plan and specification of the details for the laying out, construction, landscaping and maintenance of each landscaped part of a Managed Area and a programme for the first construction of each such landscaped part in relation to the

Occupation of the Dwellings, subject to such variations as may be agreed thereto between the Owner and the Council (acting reasonably) in writing from time to time.

**Maintenance Period:** a period of not less than 12 (twelve) months from the date of the issue of a Certificate of Practical Completion.

**Managed Areas:** all those areas located on the Site including:

- (a) all attenuation/ detention basins/ SUDS so far as they are not adopted and maintained at the public expense;
- (b) greenspace, landscaping and the Pocket Park;
- (c) Unadopted Highways;
- (d) planting; and
- (e) any other areas outside of private curtilage,

but excluding any shared accessways which are to be transferred to and maintained by the owners of the Dwellings served by the same and **Managed Area** shall be construed accordingly.

**Management Company:** a fully constituted company capable of managing and maintaining the Managed Areas (or any part thereof).

**Pocket Park:** means that part of the site shown on drawing UG\_1599\_LAN\_GA\_DRW\_06 and which is annexed to this Deed at Appendix 7

**Public Access Agreement:** a covenant in the transfer entered into between the Owner and the Management Company so that when those parts of the Development comprising the Managed Areas are transferred to the Management Company the relevant transferee will allow unrestricted access by the public to the same subject to the Reserved Rights, the Development Covenants and to any rules and regulations enacted by the Management Company and approved in writing by the Council in the interests of health safety or the wellbeing of all users or good estate management and any necessary temporary limitation(s) of access to the Managed Areas associated with their proper maintenance or repair or for reasons of crime prevention or public safety.

**Reserved Rights:** all usual and necessary rights to use existing Service Installations and to lay as often as the Owner shall consider it appropriate new Service Installations and thereafter to use the same together with any rights of entry with or without vehicles workmen and equipment to inspect, repair, renew, re-lay or re- locate, cleanse and maintain the same for the benefit of the Site and every part thereof.

**Service Installations:** any pipes, conduits, cables, tanks, chambers and associated infrastructure for the running of services including gas, water, foul, drainage, electricity and telecommunications services.

**Unadopted Highways:** those highways within the Development which are not part of the curtilage of any of the Dwellings and which are not proposed to be highways maintainable at the public expense.

Unless otherwise agreed in writing with the Council, the Owner covenants with the Council as follows:

**1 Estate Management Scheme and Landscape Plan**

- 1.1 Prior to the Commencement of the Development, to submit to the Council for approval in writing the Estate Management Scheme and Landscape Plan and not to Occupy the Development until the Estate Management Scheme and Landscape Plan has been approved

in writing by the Council, and thereafter to lay out the relevant part of the Managed Areas in accordance with the approved Estate Management Scheme and Landscape Plan PROVIDED THAT the Owner may seek approval of any alternative/revised Estate Management Scheme or Landscape Plan following Commencement of Development.

- 1.2 To complete the laying out of the Managed Areas (excluding the Pocket Park) in accordance with the details and the programme approved pursuant to paragraph 1.1 of this Schedule prior to the Occupation of more than 75% (seventy five per cent) of the Dwellings (or such other number of Dwellings as may be agreed in writing by the Council).
- 1.3 To complete the laying out of the Pocket Park in accordance with the details approved pursuant to paragraph 1.1 of this Schedule prior to the Occupation of more than 50% (fifty per cent) of the Dwellings (or such other number of Dwellings as may be agreed in writing by the Council).
- 1.4 Not to Occupy or permit Occupation of more than 50% (fifty percent) of the Dwellings until the Certificate of Practical Completion with respect to the Pocket Park has been issued by the Council and the Pocket Park is available for use by members of the public.
- 1.5 Following the completion of laying out of the Managed Areas or any part thereof:
  - 1.5.1 to serve notice on the Council inviting the Council to inspect the relevant Managed Areas and to issue a Certificate of Practical Completion in respect of the same;
  - 1.5.2 to complete any remedial works reasonably required by the Council and notified to the Owner in writing;
  - 1.5.3 upon the completion of any remedial works, to invite the Council to re-inspect the relevant Managed Areas and to issue a Certificate of Practical Completion in respect of the same;
  - 1.5.4 to maintain the Managed Areas in accordance with the approved Estate Management Scheme to the reasonable satisfaction of the Council throughout the relevant Maintenance Period;
  - 1.5.5 on the expiration of the relevant Maintenance Period in respect of the Managed Areas:
    - (a) to serve notice on the Council inviting the Council to inspect the relevant Managed Areas and to issue a Certificate of Final Completion in respect of the same;
    - (b) to complete any remedial works reasonably required by the Council and notified to the Owner in writing; and
    - (c) upon the completion of any remedial works, to invite the Council to re-inspect the relevant Managed Areas and to issue the Certificate of Final Completion in respect of the same.
- 1.5.6 the inspection procedures identified in paragraphs 1.5.1 - 1.5.3 and 1.5.5(a) - 1.5.5(c) of this Schedule shall be repeated until such time as the Council issues a Certificate of Practical Completion or a Certificate of Final Completion as the case may be in relation to the relevant Managed Areas; and
- 1.5.7 as soon as reasonably practicable following the issue of the Certificate of Final Completion for those parts of the Managed Areas to which the Certificate of Final Completion relates, to transfer the Managed Areas subject to the Development Covenants and Public Access Agreement to which that certificate relates to the Management Company, and reserving such rights of way and easements as are

required to benefit the Site for the purposes of the Development, and for the avoidance of doubt the Owner shall be entitled to transfer the Managed Areas by one or more transfer.

- 1.6 To maintain or procure the maintenance of the Managed Areas in accordance with the details approved for the life of the Development in accordance with the approved Estate Management Scheme(s).
- 1.7 No transfer of the Managed Areas shall take place until the Estate Management Scheme relevant to the Managed Areas which are proposed to be transferred has been submitted to and approved in writing by the Council.
- 1.8 Any transfer of the Managed Areas to the Management Company shall include a Public Access Agreement and a copy of each transfer shall be provided to the Council following completion.
- 1.9 In the event that the Management Company or any replacement Management Company becomes insolvent or is otherwise incapable of performing or is in fundamental breach of its obligations as referred to in this Deed then the Council shall be entitled to serve a written notice (**Step-In Notice**) on the Owner requiring the Owner to either appoint an alternative Management Company or itself to take over the obligations (to the extent that the Owner is not also the Management Company) contained in this Schedule or to appoint the Council to take over the management of the Managed Areas and if the Owner does not make the appointment within 60 (sixty) Working Days from the date of the Step-In Notice then the Council shall be entitled to take over the management of the Managed Areas and the Owner shall at the Owner's cost:
  - 1.9.1 transfer or otherwise allocate all service charges, sinking funds and other monies collected from the residents of the Development to contribute to the upkeep of the Managed Areas to the Council;
  - 1.9.2 assign the right to collect service charge monies from the residents to the Council from the date that the Council has taken over the Managed Areas pursuant to this paragraph 1.9 and provide the necessary notifications to the residents of the arrangements to make such payments directly to the Council;
  - 1.9.3 transfer/procure the transfer of the Managed Areas to the Council upon request by the Council to carry out their obligations as regards the maintenance and upkeep of the Managed Areas or alternatively grant all rights to the Council to enable the Council to enter onto the Managed Areas at all reasonable times for the purposes of carrying out the maintenance and upkeep of the Managed Areas as required in this Schedule; and
  - 1.9.4 provide, prepare and execute or procure the execution of all documents as may be required to give the Council control of the land comprising the Managed Areas including liaising with the residents and amending any plot transfers if required.
- 1.10 In the event that the Management Company fails to maintain any of the Managed Areas that are transferred to it, the Council may serve notice on the Management Company detailing any works which it considers to be reasonably and properly required in accordance with the relevant approved Estate Management Scheme(s) and giving to the Management Company the required notices as will be set out in the projected maintenance schedule in the relevant approved Estate Management Scheme(s), which shall be at least 4 (four) weeks, and if the Management Company fails to comply with such notice within such period of at least 4 (four) weeks of receipt, the Council may enter onto the relevant Managed Areas together with relevant personnel and equipment to remedy the breach of the relevant approved Estate Management Scheme(s) specified in the Council's notice, and the Council shall be entitled to

reimbursement by the Management Company of its reasonable and proper costs and expenses incurred in rectifying the said breach.

### **Schedule 3**

#### **Play Area and Community Facilities Contribution**

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

**Play Area and Community Facilities Contribution:** the sum of £497 (four hundred and ninety seven pounds) per Dwelling (total £59,640) to be paid to the Council and applied towards the provision of a Neighbourhood Equipped Area for Play (NEAP), community orchard, allotments and associated enabling works to be located on the Council Community Land.

**Council Community Land:** the land owned by the Council within Halsnead Garden Village indicatively shown on the plan entitled Public Open Space Framework attached at [Appendix 4] or such alternative location identified by the Council within Halsnead Garden Village.

The Owner covenants with the Council as follows:

- 1 To pay £19,880 of the Play Area and Community Facilities Contribution prior to Occupation of the first Dwelling Occupied on the Site.
- 2 Not to Occupy nor permit Occupation of any Dwellings on the Site until £19,880 of the Play Area and Community Facilities Contribution has been paid to the Council pursuant to paragraph 1.
- 3 To pay a further £19,880 of the Play Area and Community Facilities Contribution prior to Occupation of the 50<sup>th</sup> (fiftieth) Dwelling Occupied on the Site.
- 4 Not to Occupy nor permit Occupation of more than 49 (forty nine) Dwellings on the Site until a further £19,880 of the Play Area and Community Facilities Contribution has been paid to the Council.
- 5 To pay the final £19,880 of the Play Area and Community Facilities Contribution prior to Occupation of the 84<sup>th</sup> (eighty-fourth) Dwelling Occupied on the Site.
- 6 Not to Occupy nor permit Occupation of more than 83 (eighty three) Dwellings on the Site until the final £19,880 of the Play Area and Community Facilities Contribution has been paid to the Council.

#### **Schedule 4**

#### **Healthcare Contribution**

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

**Healthcare Contribution:** means the sum of £94 (ninety four pounds) per Dwelling (total £11,280) to be paid to the Council and applied towards the provision of improvements to off-site healthcare and dental facilities and services in the local area identified by the Knowsley Clinical Commissioning Group.

The Owner covenants with the Council as follows:

- 1 To pay the Healthcare Contribution prior to Occupation the 50<sup>th</sup> (fiftieth) Dwelling to be Occupied on the Site.
- 2 Not to Occupy nor permit Occupation of more than 49 (forty nine) Dwellings on the Site until the Healthcare Contribution has been paid to the Council pursuant to paragraph 1.

## **Schedule 5**

### **Strategic Green Infrastructure Delivery Contribution**

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

**Open Space Land:** land within the vicinity of and including Big Water and its adjacent woodlands within the Halsnead Village as shown on the plan entitled Public Open Space Tiers attached at Appendix 5.

**Strategic Green Infrastructure Delivery Contribution:** the sum of £932 (nine hundred and thirty two pounds) per Dwelling (total £111,840) to be paid to the Council and applied towards the provision of approximately 9.6 hectares of Tier 1 open space and green infrastructure on the Open Space Land.

The Owner covenants with the Council as follows:

- 1 To pay £37,280 of the Strategic Green Infrastructure Delivery Contribution prior to Occupation of the first Dwelling Occupied on the Site.
- 2 Not to Occupy nor permit Occupation of any Dwellings on the Site until £37,280 of the Strategic Green Infrastructure Delivery Contribution has been paid to the Council pursuant to paragraph 1.
- 3 To pay a further £37,280 of the Strategic Green Infrastructure Delivery Contribution prior to Occupation of the 50<sup>th</sup> (fiftieth) Dwelling Occupied on the Site.
- 4 Not to Occupy nor permit Occupation of more than 49 (forty nine) Dwellings on the Site until a further £37,280 of the Strategic Green Infrastructure Delivery Contribution has been paid to the Council.
- 5 To pay the final £37,280 of the Strategic Green Infrastructure Delivery Contribution prior to Occupation of the 84<sup>th</sup> (eighty-fourth) Dwelling Occupied on the Site.
- 6 Not to Occupy nor permit Occupation of more than 83 (eighty three) Dwellings on the Site until the final £37,280 of the Strategic Green Infrastructure Delivery Contribution has been paid to the Council.

## **Schedule 6**

### **Strategic Green Infrastructure Maintenance Contribution**

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

**Strategic Green Infrastructure Maintenance Contribution:** the sum of £2,315 (two thousand three hundred and fifteen pounds) per Dwelling (total £277,800) to be paid to the Council and applied towards the ongoing maintenance of the Open Space Land (as defined in Schedule 5).

The Owner covenants with the Council as follows:

- 1 To pay £92,600 of the Strategic Green Infrastructure Maintenance Contribution prior to Occupation of the first Dwelling Occupied on the Site.
- 2 Not to Occupy nor permit Occupation of any Dwellings on the Site until £92,600 of the Strategic Green Infrastructure Maintenance Contribution has been paid to the Council pursuant to paragraph 1.
- 3 To pay a further £92,600 of the Strategic Green Infrastructure Maintenance Contribution prior to Occupation of the 50<sup>th</sup> (fiftieth) Dwelling Occupied on the Site.
- 4 Not to Occupy nor permit Occupation of more than 49 (forty nine) Dwellings on the Site until a further £92,600 of the Strategic Green Infrastructure Maintenance Contribution has been paid to the Council.
- 5 To pay the final £92,600 of the Strategic Green Infrastructure Maintenance Contribution prior to Occupation of the 84<sup>th</sup> (eighty-fourth) Dwelling Occupied on the Site.
- 6 Not to Occupy nor permit Occupation of more than 83 (eighty three) Dwellings on the Site until the final £92,600 of the Strategic Green Infrastructure Maintenance Contribution has been paid to the Council.

## **Schedule 7**

### **Nursery Education Contribution**

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

**Nursery Education Contribution:** the sum of £1,115 (one thousand one hundred and fifteen pounds) per Dwelling (total £133,800) to be paid to the Council and applied towards the provision of 65 (sixty-five) full time entry nursery school/external childcare places within the locality of the Development.

The Owner covenants with the Council as follows:

- 1 To pay £44,600 of the Nursery Education Contribution prior to Occupation of the first Dwelling Occupied on the Site.
- 2 Not to Occupy nor permit Occupation of any Dwellings on the Site until £44,600 of the Nursery Education Contribution has been paid to the Council pursuant to paragraph 1.
- 3 To pay a further £44,600 of the Nursery Education Contribution prior to Occupation of the 50<sup>th</sup> (fiftieth) Dwelling Occupied on the Site.
- 4 Not to Occupy nor permit Occupation of more than 49 (forty nine) Dwellings on the Site until a further £44,600 of the Nursery Education Contribution has been paid to the Council.
- 5 To pay the final £44,600 of the Nursery Education Contribution prior to Occupation of the 84<sup>th</sup> (eighty-fourth) Dwelling Occupied on the Site.
- 6 Not to Occupy nor permit Occupation of more than 83 (eighty three) Dwellings on the Site until the final £44,600 of the Nursery Education Contribution has been paid to the Council.

## **Schedule 8**

### **Primary Education Contribution**

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

**Primary Education Contribution:** the sum of £3,536 (three thousand five hundred and thirty six pounds) per Dwelling (total £424,320) to be paid to the Council and applied towards either the provision of additional places at existing schools nearby the Development or towards a new school to be constructed in the Halsnead Garden Village.

The Owner covenants with the Council as follows:

- 1 To pay £141,440 of the Primary Education Contribution prior to Occupation of the first Dwelling Occupied on the Site.
- 2 Not to Occupy nor permit Occupation of any Dwellings on the Site until £141,440 of the Primary Education Contribution has been paid to the Council pursuant to paragraph 1.
- 3 To pay a further £141,440 of the Primary Education Contribution prior to Occupation of the 50<sup>th</sup> (fiftieth) Dwelling Occupied on the Site.
- 4 Not to Occupy nor permit Occupation of more than 49 (forty nine) Dwellings on the Site until a further £141,440 of the Primary Education Contribution has been paid to the Council.
- 5 To pay the final £141,440 of the Primary Education Contribution prior to Occupation of the 84<sup>th</sup> (eighty-fourth) Dwelling Occupied on the Site.
- 6 Not to Occupy nor permit Occupation of more than 83 (eighty three) Dwellings on the Site until the final £141,440 of the Primary Education Contribution has been paid to the Council.

## **Schedule 9**

### **Outdoor Sports Contribution**

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

**Outdoor Sports Contribution:** the sum of £585 (five hundred and eighty five pounds) per Dwelling (total £70,200) to be paid to the Council and applied towards the provision of access improvements, improved car parking provision, pitch improvements (drainage and levels) and replacement changing/storage facilities at Windy Arbor Playing Fields, the site of which is shown with a dashed blue line on the plan at Appendix 6.

The Owner covenants with the Council as follows:

- 1 To pay £23,400 of the Outdoor Sports Contribution prior to Occupation of the first Dwelling Occupied on the Site.
- 2 Not to Occupy nor permit Occupation of any Dwellings on the Site until £23,400 of the Outdoor Sports Contribution has been paid to the Council pursuant to paragraph 1.
- 3 To pay a further £23,400 of the Outdoor Sports Contribution prior to Occupation of the 50<sup>th</sup> (fiftieth) Dwelling Occupied on the Site.
- 4 Not to Occupy nor permit Occupation of more than 49 (forty nine) Dwellings on the Site until a further £23,400 of the Outdoor Sports Contribution has been paid to the Council.
- 5 To pay the final £23,400 of the Outdoor Sports Contribution prior to Occupation of the 84<sup>th</sup> (eighty-fourth) Dwelling Occupied on the Site.
- 6 Not to Occupy nor permit Occupation of more than 83 (eighty three) Dwellings on the Site until the final £23,400 of the Outdoor Sports Contribution has been paid to the Council.

## **Schedule 10**

### **Social Value Contribution**

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

**Social Value Contribution:** the sum of £8,400 (eight-thousand four-hundred pounds) to be paid to the Council and applied towards the costs of monitoring the Social Value Strategy.

**Social Value Strategy:** a suitable strategy approved by the Council pursuant to the Planning Permission and to be employed for the Development with the objective of maximising employment and training benefits for residents in the local area.

The Owner covenants with the Council as follows:

- 1 To pay the Social Value Contribution to the Council prior to Commencement of the Development.
- 2 Not to Commence the Development until the Social Value Contribution has been paid to the Council pursuant to paragraph 1.

## **Schedule 11**

### **Biodiversity Mitigation Contribution**

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

**Biodiversity Mitigation Contribution:** the sum of £372,375 (three-hundred and seventy-two thousand three-hundred and seventy-five pounds) to be paid to the Council and applied towards the costs of providing 16.55 units of biodiversity mitigation in the form of 2Ha of grassland and 0.4Ha of scrub within the administrative boundaries of Knowsley.

The Owner covenants with the Council as follows:

- 1 To pay £124,125 of Biodiversity Mitigation Contribution prior to Occupation of the first Dwelling Occupied on the Site.
- 2 Not to Occupy nor permit Occupation of any Dwellings on the Site until £124,125 of the Biodiversity Mitigation Contribution has been paid to the Council pursuant to paragraph 1.
- 3 To pay a further £124,125 of the Biodiversity Mitigation Contribution prior to Occupation of the 50<sup>th</sup> (fiftieth) Dwelling Occupied on the Site.
- 4 Not to Occupy nor permit Occupation of more than 49 (forty nine) Dwellings on the Site until a further £124,125 of the Biodiversity Mitigation Contribution has been paid to the Council.
- 5 To pay the final £124,125 of the Biodiversity Mitigation Contribution prior to Occupation of the 84<sup>th</sup> (eighty-fourth) Dwelling Occupied on the Site.
- 6 Not to Occupy nor permit Occupation of more than 83 (eighty three) Dwellings on the Site until the final £124,125 of the Biodiversity Mitigation Contribution has been paid to the Council.

## **Schedule 12**

### **Monitoring Contribution**

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

**Monitoring Contribution:** the sum of £572 (five-hundred and seventy-two pounds) per planning obligation (total £6,292) to be paid to the Council and applied towards the additional resource costs to the Council arising from the monitoring of the Development and the obligations arising under this Deed.

The Owner covenants with the Council as follows:

- 1 To pay the Monitoring Contribution prior to Commencement of the Development.
- 2 Not to Commence the Development until the Monitoring Contribution has been paid to the Council pursuant to paragraph 1.

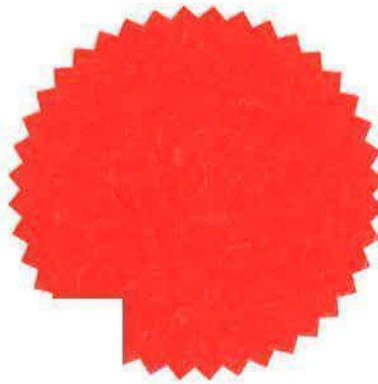
### **Schedule 13 Council's Covenants**

The Council covenants with the Owner as follows:

**1 Expenditure of Contributions**

- 1.1 To issue separate receipts if so requested in writing by the Owner 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 15 (fifteen) 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.

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



Seal No. 31483

Authority: 22/00660/FUL

Position: **PRINCIPAL  
SOLICITOR**

Executed as a Deed by **Mark Goulding** in  
the presence of:

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

**Excello Law**

\_\_\_\_\_  
Excello Law Ltd  
One Derby Square  
Liverpool  
L2 9XX

**Appendix 1**  
**Draft Planning Permission**



**Knowsl@y 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: 22/00600/FUL**

**Name and address of applicant**

Countryside Properties (UK) Ltd  
Innovation House  
Kelburn Court  
Birchwood  
Warrington  
WA3 6UT

**Name and address of agent**

Hive Land & Planning  
47 North Star Drive  
Salford  
M3 5LJ

**Date of Receipt:** 29 September 2022

**Date Valid:** 10 October 2022

**Address/Location Of Development:**

**Land To The South Of Lickers Lane, Halsnead Garden Village, Whiston, Knowsley**

**Description of Development:**

**ERECTION OF 120 NO. DWELLINGS WITH 1 NO. VEHICULAR ACCESS OFF LICKERS LANE AND OTHER ASSOCIATED WORKS**

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

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

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

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

Reason: For the avoidance of doubt.

3. Prior to the commencement of any above ground works, a key infrastructure delivery plan shall be submitted to and approved in writing by the local planning authority. These details shall include a timetable for implementation of when key features, key linkages and landscaped/green space/pocket park areas within the development shall be constructed. For the avoidance of doubt, this shall include timings for the delivery of the road connections and any utilities which shall be constructed up to the site boundary.

For the further avoidance of doubt, the pocket park shall be delivered prior to occupation of the 60th dwelling (which shall include plots 34-36) and the residential avenue verges and tree planting shall be completed prior to first occupation of any dwellings on the residential avenue.

The development shall be constructed in accordance with the approved key infrastructure delivery plan.

Reason: To ensure a comprehensive and sustainable development is constructed.

4. No development shall take place until the submission and implementation of a report on a programme of archaeological works. That programme of archaeological works should be undertaken in accordance with a Written Scheme of Investigation (WSI) which has been submitted to and approved in writing by the local planning authority prior to works taking place. The WSI must include:

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

Reason: To preserve/enhance heritage assets and to ensure that a suitable scheme of archaeological investigation is carried out with appropriate publication. The use of a pre-commencement condition is necessary to ensure the implementation of the required scheme of archaeological investigation is undertaken at the earliest stage.

5. The scheme shall follow the recommendations of the Professional Consult Limited Noise Impact Assessment for the proposed residential development - Lickers Lane, Whiston. Reference 22.054.1.R2, dated 9 September 2022. For the avoidance of doubt the measures must include, but not necessarily be limited, to the following:
- A minimum window glazing specification of 6mm glass / 12mm void / 6mm glass.
  - The relevant AD-F system following the Acoustics and Overheating assessment (Appendix 6 and 7 of the report)

The measures installed shall ensure that future residents are not subject to overheating and that the recommended internal noise levels stated in BS 8233: 2014 are achieved. Any deviations from the approved scheme must be agreed in writing with the local planning authority before the changes are made.

Reason: To protect residential amenity for future occupiers.

6. No part of the development hereby permitted shall be commenced until a Construction Environmental Management Plan has been submitted to and agreed in writing by the Local Planning Authority that details the means of mitigation of construction effects. This shall include but not be limited to the following:
- a. Methods for the mitigation of noise and vibration from building works, including any piling works, and also from the operation of any temporary power generation or pumping plant which will operate overnight.
  - b. Methods for dust control and suppression.
  - c. Details of wheel washing facilities including location and type.
  - d. The areas for the storage of plant and materials.
  - e. Location of site compound including loading and unloading areas and turning areas for vehicles.
  - f. Details of relevant pest control measures during demolition.
  - g. No works shall take place outside the hours of 08:00-18:00 hours Monday to Friday, 08:00-13:00 hours Saturday and not at all on Sundays/Public Holidays.
  - h. Waste management plan.
  - i. Appointment of an Ecological Clerk of Works.
  - j. Ecological toolbox talk for all contractors.
  - k. Pre-start check for Protected/Priority Species.
  - l. Rhododendron eradication/remediation scheme.
  - m. Breeding bird Reasonable Avoidance Measures (RAMs);
  - n. Brown hare RAMs.
  - o. Hedgehog/badger RAMs.
  - p. Amphibian RAMs.
  - q. 5m ecological buffer of Woodland, Sandfield Park Local Wildlife Site.
  - r. Protection measures for retained trees T25, T58, T61 and T62 with bat roost potential (as identified in the Arboricultural Impact Assessment and Method Statement dated June 2023 reference 80-571-R1-8).
  - s. 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.
  - t. Construction staff parking arrangements.
  - u. A programme of works including phasing, if applicable.
  - v. Adequate provision for addressing any abnormal wear and tear to the highway, if applicable and with reference to the agreed condition survey.

The Construction Environmental Management Plan shall be compiled into a single coherent and integrated document and shall be made available and accessible to site managers, and all contractors/sub-contractors.

All site works shall then proceed only in accordance with the approved Construction Environmental Management Plan unless otherwise agreed in writing beforehand with the Local Planning Authority.

Reason: To protect residential amenity, to minimise the environmental impacts during construction, in the interests of pollution prevention and control, to protect biodiversity and to minimise impacts on habitat and designated sites.

7. A. Implementation of Approved Remediation Scheme

The approved remediation scheme (E3P, September 2023 - Remediation and Enabling Works Strategy, Land South of Lickers Lane, Whiston, Ref: 15-065-R3-2) 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.

#### B. 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.

#### C. 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 human health, to prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers and the general public.

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

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

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

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 prior to first occupation. The drainage management and maintenance plan shall then be implemented in accordance with the timeframes contained within it and in accordance with the approved details.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution. To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development.

9. The waste storage and collection facilities shall be provided in accordance with the Refuse Layout, plan reference RL01. Prior to the first occupation of the approved apartment building (plots 41-52), elevation details of the refuse storage facilities shall be submitted to and approved in writing by the Local Planning Authority. The refuse storage shall then be constructed in accordance with the approved details.

Reason: In the interests of visual amenity and to ensure that appropriate waste collection and storage facilities are incorporated into the development.

10. Prior to first occupation, a Wildlife Information Pack informing new residents of the availability of suitable alternative natural greenspace away from the coast, presence and importance of the European Sites (for habitat and species), and how residents can help protect them including an outline 'responsible user code' shall be submitted to and approved in writing by the Local Planning Authority. The approved Wildlife Information Pack shall be issued to new residents on first occupation as part of any sales or rental agreement.

Reason: In order to comply with the Habitat Regulations Assessment Regulations and mitigate increased recreational pressure on European sites.

11. The dwellings shall not be occupied until the areas indicated on the General Arrangement Plan Drawing UG\_1599\_LAN\_GA\_DRW\_01 Rev P18) set aside for parking, servicing, vehicular manoeuvring (including provision for pedestrians/cyclists) (to which each dwelling relates) have been surfaced and drained in accordance with the details and specifications shown. The parking, servicing and vehicular manoeuvring shall be permanently marked out or demarcated along with final surfacing in accordance with a timetable for implementation that has been submitted to and approved in writing by the Local Planning Authority. This timetable for implementation shall be submitted prior to first occupation of the dwellings hereby permitted. The demarcating or marking out of these areas along with final surfacing shall be implemented as approved and these areas shall be retained as such thereafter.

Reason: In the interests of highway safety.

12. Prior to first occupation, a scheme detailing the proposed cycle storage highlighted on Drawing PP01 (Dated October 2022) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as agreed prior to first occupation of each dwelling to which the cycle storage relates. For the avoidance of doubt, long stay cycle parking must be covered and offer a means to secure the cycles.

Reason: To promote use of sustainable transport modes and encourage use of transport modes other than the private car.

13. Prior to the occupation of any dwelling, a Residential Travel Plan shall be submitted to and approved in writing by the Council as Local Planning Authority. The Plan shall include immediate, continuing and long-term measures to promote and encourage alternative modes of transport to the single-occupancy car. For the avoidance of doubt, the Travel Plan shall include, but not be limited to, the following:

- Production and distribution of an information pack for residents detailing travel options and information on all modes of transport.
- Information on existing transport policies, services and facilities, travel behaviour and attitudes.
- Access for all modes of transport.
- Resource allocation including Travel Plan Co-ordinator and budget.
- Marketing and communication strategy.
- Appropriate measures and actions to reduce car dependence and encourage sustainable travel.
- An action plan including timetable for implementation of each of the above.
- Mechanisms for monitoring, reviewing and implementing the Travel Plan.

The approved Residential Travel Plan shall be implemented in accordance with the timetable contained therein and shall continue to be implemented so long as any part of the development is occupied.

An annual report shall be submitted to the Council no later than 1 month following the anniversary of the first occupation of the development for a period of 5 years. The report shall include a review of the Travel Plan measures, monitoring data and updated action plan.

Reason: To promote the use of sustainable transport modes.

14. The development shall be carried out in full accordance with the Social Value Statement Version 3 dated 13th September 2022.

Reason: To create and promote local opportunities for training, employment and work experience.

15. A least five working days written notice, prior to the commencement of development, shall be given to the Local Planning Authority of the intention to commence development.

The tree protection measures and mitigatory arboricultural method statement works outlined in the Arboricultural Impact Assessment and Arboricultural Method Statement (reference 80-571-R1-8 dated June 2023) shall be implemented in accordance with the timings set out in this statement. The protective tree fencing shall be in place prior to the written notice of the start of development being given to the Local Planning Authority and shall be retained in place until the development is complete. All works within the root protection areas of trees T19 and T25 shall be supervised by an Arboricultural Clerk of Works and care must be taken to preserve and work around roots greater than 25mm in diameter and clusters of smaller roots avoiding damage to bark.

Reason: To ensure that the proper protection of trees has been carried out and to ensure that the tree protection fencing required pursuant to the approved Arboricultural Method Statement is in place and in the interests of visual amenity.

16. The soft landscaping shall be carried out in accordance with the details and planting schedule set out in the plans listed below:

Soft Landscape Plan 1/3, drawing no. UG\_1599\_LAN\_SL\_DRW\_02 REV P17  
Soft Landscape Plan 2/3, drawing no. UG\_1599\_LAN\_SL\_DRW\_03 REV P17  
Soft Landscape Plan 3/3, drawing no. UG\_1599\_LAN\_SL\_DRW\_04 REV P15  
Pocket Park - POS Plan, drawing no. UG\_1599\_LAN\_GA\_DRW\_06 REV P09

Notwithstanding these agreed details, an updated landscaping plan based on the above shall be submitted to and approved in writing by the Local Planning Authority to include an additional 9 trees within the scheme prior to first occupation of any approved dwelling. The approved soft landscaping scheme shall then be carried out in accordance with the approved implementation timetable and maintenance schedule.

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. The development shall be fully constructed in accordance with the approved scheme in accordance with timescales contained therein.

Reason: In the interests of visual amenity, to allow 2:1 replacement tree planting and to ensure a high-quality development is delivered.

17. Notwithstanding the submitted hard landscaping scheme and any description of materials in the application, no above ground construction works shall commence until a hard landscaping scheme has been submitted to and approved in writing by the Local Planning Authority. These details shall include:

- a. Type, colour and texture of the materials (which shall be reflective of those detailed in the Halshead Garden Village Design and Local Distinctiveness Guide, July 2020);
- b. Specification and samples where appropriate of materials to be used for the construction of hard surfacing within the development.
- c. Details of street furniture (e.g. bins, benches etc) and signage/wayfinding.
- d. Tree pit details for the trees to be sited within the hard surfacing areas.
- e. Elevations/images with measurements of play equipment including materials based on the Pocket Park POS Plan drawing reference UG\_1599\_LAN\_GA\_DRW\_06 REV P09.
- f. Management and maintenance details.
- g. Timetable for implementation.

For the avoidance of doubt, these details shall have regard to the Design and Distinctiveness Guide. The development shall be carried out only in accordance with the approved hard landscaping scheme.

Reason: In the interests of visual amenity and to ensure that the development enhances the development site and achieves a high-quality design standard.

18. Prior to first occupation of any of the dwellings hereby permitted, a Landscape and Ecological Management Plan (LEMP) shall be submitted to and approved in writing by the Local Planning Authority. The LEMP shall include timing/implementation details and shall include, but not be limited to the following:

- i. Submission of a breeding bird mitigation scheme which shall include details of the siting, numbers and type of bird boxes to be erected.
- ii. Submission of the bat mitigation scheme which shall include details of the siting, numbers and type of bat boxes to be erected.
- iii. Hedgerow planting and retention of some dense scrub adjacent to the woodland.
- iv. Management proposals for retained habitats such as hedgerow and woodland areas.
- v. Hibernacula/other ecological enhancements such as log piles.
- vi. Hedgehog highways to be installed in boundary fences.
- vii. Erection of an interpretation signboard adjacent to formal access into the woodland.
- viii. Description and evaluation of the features to be managed and a statement confirming the LEMP will be for a minimum 10-year period;
- ix. Ecological trends and constraints on site which may influence management.
- x. Preparation of a work schedule (including an annual work plan and the means by which the plan will be rolled forward annually);
- xi. Details of a programme of monitoring and remedial measures triggered by monitoring.

The LEMP shall then be carried out in accordance with the approved details.

Reason: To protect and preserve the green space areas, in the interests of visual amenity and in the interests of promoting biodiversity and sustainable developments.

19. Prior to first occupation or the construction of the footpath through the woodland from Lickers Lane (whichever is sooner), a scheme for provision of lighting including a timetable for implementation, lighting within private communal areas and lighting of the footpath through the woodland, 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 the approved timetable for implementation. For the avoidance of doubt, such a scheme shall be accompanied by a maintenance strategy to ensure its future operation and the lighting shall then be maintained in accordance with the approved details.

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, in the interests of visual amenity and to reduce the opportunities for antisocial behaviour.

20. No dwelling hereby approved shall be occupied until full details of fibre broadband connections to all proposed dwellings has been submitted to and approved in writing by the Local Planning Authority. The infrastructure shall be installed prior to first occupation of the dwelling to which it relates and made available for use immediately on occupation of the dwelling in accordance with the approved details.

Reason: To ensure that an adequate level of infrastructure is provided.

21. Prior to first occupation of any dwelling hereby permitted, the approved vehicular access from Lickers Lane shall be constructed in accordance with the approved site plan reference and in accordance with details that have previously been submitted to and approved in writing by the Local Planning Authority. The access shall be provided in accordance with the approved details in accordance with a timetable for implementation (including any final surfacing works) which has previously been submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of highway safety and to ensure the dwellings can be safely accessed.

22. The boundary treatments shown on the approved Boundary Treatment Layout Plan (drawing no. 21062\_03 Rev A) and the Boundary Treatment Details (drawing no. 21062\_04) shall be erected prior to the dwelling to which the boundary treatment relates becoming first occupied. The walls shall be constructed in brick to match the dwelling to which it relates, and all timber fencing shall be stained brown. Retaining walls as indicated on the approved levels drawings shall be faced in bricks to match the dwelling to which they relate.

Reason: In the interests of visual amenity and to ensure a high-quality development is constructed.

23. Prior to the construction of the substation/utility building, details of the appearance and materials shall be submitted to and approved in writing by the Local Planning Authority. The agreed details shall be implemented in full and maintained at all times thereafter.

Reason: In the interests of visual amenity.

24. Notwithstanding any description of materials in the application, no above ground construction works shall be commenced until a full specification of materials (including samples where requested by the Local Planning Authority) to be used externally on the buildings including facing materials, cill details, door colours and roof materials have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out only in accordance with the agreed schedule of materials. Materials should adhere to the Halsnead Garden Village Design and Distinctiveness Guide July 2020. Meter cupboards shall be discretely located on elevations that are not prominent and shall be painted black or brown.

Reason: In the interests of visual amenity and to ensure that a high-quality development is delivered.

25. 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 1, Classes 1 A, E (where it applies to point (i) below, and F and Part 2A, or any amendments made to that Order, shall not apply to all dwellings for the following works:

- i. No garages carports or side extensions shall be erected within the curtilage of the dwellings where those garages or car ports or side extensions utilise an approved parking space for that dwelling as shown on the approved layout plan.
- ii. No hard standing space shall be constructed within the curtilage forwards of the principal front elevation of the dwellings hereby permitted;
- iii. No gates, walls, fences or other means of enclosure shall be erected within the curtilage of the dwellings forwards of the principal front elevations and between the elevation of any dwelling which lies adjacent to a highway, carriageway or footpath.

The above applies other than those expressly authorised by this permission, or pursuant to a condition, unless an application to the Local Planning Authority for planning permission for such has been granted.

Reason: The specific circumstances of the site warrant the Local Planning Authority to retain control over any further development in the interests of highway safety; to ensure a satisfactory development of the site in the interests of protecting the amenity of occupiers; visual amenity and to safeguard the character of the development.

26. Notwithstanding the approved details, prior to the commencement of any above ground works, full details of the existing and proposed ground/garden levels (including levels for all vehicular manoeuvring, pedestrian/cyclist, POS and parking areas) shall be submitted to and approved in writing by the Local Planning Authority, with full details of adequate mitigation measures to support the adopted highway and public areas. The existing and proposed levels shall be included on the same plan to allow for comparison of the levels and shall include adjacent proposed site levels to demonstrate how the site relates to the adjacent housing development. The development shall allow continuous transition of the roads and footways between adjacent developments and shall be implemented in accordance with the approved details prior to first occupation or within a previously approved timetable for implementation.

Reason: To ensure the impact of the development on adjacent properties and the locality/proposed street scene is acceptable, in the interests of highway and pedestrian safety and the amenity of all users of the proposed highway network and to deliver comprehensive development.

## SCHEDULE 1

| Date Received | Ref. No         | Version | Drawing/Document Title                             |
|---------------|-----------------|---------|----------------------------------------------------|
| 27/09/2022    | -               | -       | SOCIAL VALUE STATEMENT                             |
| 29/09/2022    | 21602-00        | AC      | SITE LOCATION PLAN                                 |
| 29/09/2022    | 21062-04        | -       | BOUNDARY TREATMENT DETAIL                          |
| 10/10/2022    | -               | -       | SUDS PROFORM1 FORM                                 |
| 12/10/2022    | RL01            | -       | REFUSE LAYOUT                                      |
| 12/10/2022    | PP01            | -       | PARKING PROVISION / CYCLE STORAGE LAYOUT           |
| 18/11/2022    | 15-065-R3-1     | -       | REMEDICATION AND ENABLING WORKS STRATEGY           |
| 18/11/2022    | 15-065-R1-1     | -       | PHASE I GEOENVIRONMENTAL SITE ASSESSMENT           |
| 02/02/2023    | 22.054.1        | R3      | NOISE IMPACT ASSESSMENT                            |
| 28/07/2023    | -               | -       | PHASE 2 GEO-ENVIRONMENTAL SITE ASSESSMENT          |
| 28/07/2023    | 20084_FP_HT_01  | B       | FOCAL POINT MOUNTFORD DETACHED PLOT 120            |
| 28/07/2023    | 21062_FP_APT_02 | A       | REAR ELEVATIONS APARTMENTS (PLOTS 41-52 INCLUSIVE) |
| 28/07/2023    | 21062_GE_HT_05  | -       | MYLNE DETACHED - GREEN EDGE CHARACTER AREA         |
| 28/07/2023    | 21062_FP_HT_03  | -       | FOCAL POINT MYLNE DETACHED PART RENDERED           |
| 28/07/2023    | 21062_GE_HT_01  | A       | GRAINGER DETACHED (GREEN EDGE CHARACTER AREA)      |
| 28/07/2023    | 21062_GE_HT_02  | A       | WYATT TOWNHOUSE - GREEN EDGE CHARACTER             |
| 28/07/2023    | 21062_GE_HT_03  | A       | EVELEIGH SEMI DETACHED - GREEN EDGE CHARACTER      |
| 28/07/2023    | 21062_GE_HT_04  | B       | MOUNTFORD SEMI DETACHED -                          |

|            |                         |     |                                                                                       |
|------------|-------------------------|-----|---------------------------------------------------------------------------------------|
|            |                         |     | GREEN EDGE CHARACTER                                                                  |
| 28/07/2023 | 21062_GE_HT_05          |     | MYLE DETACHED - GREEN EDGE CHARACTER AREA                                             |
| 28/07/2023 | 21062_GE_HT_06          | B   | MOUNTFORD SEMI-DETACHED GREEN EDGE CHARACTER AREA                                     |
| 28/07/2023 | 21062_GE_HT_07          | B   | EVELEIGH SEMI-DETACHED DUAL ASPECT PLOTS 21 AND 22 - GREEN EDGE CHARACTER AREA        |
| 28/07/2023 | 21062_UC_HT_01          | A   | EVELEIGH SEMI DETACHED - URBAN CORE CHARACTER AREA                                    |
| 28/07/2023 | 21062_UC_HT_02          | B   | MOUNTFORD DETACHED - URBAN CORE CHARACTER AREA                                        |
| 28/07/2023 | 21062_UC_HT_03          | B   | MOUNTFORD SEMI DETACHED - URBAN CORE CHARACTER                                        |
| 28/07/2023 | 21062_UC_HT_04          | -   | MYLNE DETACHED - URBAN CORE CHARACTER AREA 28.7.23                                    |
| 28/07/2023 | 21062_UC_HT_05          | -   | WYATT TOWNHOUSE - URBAN CORE CHARACTER AREA                                           |
| 28/07/2023 | 21062_FP_HT_02          | A   | FOCAL POINT GRAINGER DETACHED (PART RENDERED)                                         |
| 28/07/2023 | 21062_UC_HT_06          | A   | SHARMAN SEMI DETACHED - URBAN CORE CHARACTER AREA                                     |
| 28/07/2023 | 21062_UC_HT_07          | A   | STAFFORD SEMI DETACHED - URBAN CORE CHARACTER AREA                                    |
| 28/07/2023 | 21062_UC_HT_09          | B   | EVELEIGH SEMI-DETACHED DUAL ASPECT - URBAN CORE CHARACTER AREA (PLOTS 102, 71 AND 75) |
| 28/07/2023 | 21062_01                | L   | PLANNING LAYOUT                                                                       |
| 28/07/2023 | 21062_02                | H   | ILLUSTRATIVE SITE LAYOUT                                                              |
| 28/07/2023 | 21062_03                | A   | BOUNDARY TREATMENT LAYOUT                                                             |
| 28/07/2023 | 21062_05                | C   | ILLUSTRATIVE STREET SCENES                                                            |
| 28/07/2023 | 21062_06                | A   | CHARACTER AREA PLAN                                                                   |
| 28/07/2023 | 21062_07                | A   | EV CHARGING LOCATION PLAN                                                             |
| 28/07/2023 | HLL-AJP-ZZ-XX-RP-C-3000 | P03 | FRA AND DRAINAGE STRATEGY REPORT                                                      |
| 28/07/2023 | 21062_DAS_01            |     | DESIGN & ACCESS STATEMENT                                                             |
| 04/08/2023 | 21062_FP_APT_05         | A   | APARTMENTS PLOTS 41-52 SECOND FLOOR PLANS AFFORDABLE S106                             |
| 04/08/2023 | 21062_FP_APT_03         | A   | APARTMENTS PLOTS 41-52 INC GROUND FLOOR PLANS AFFORDABLE S106                         |
| 04/08/2023 | 21062_FP_APT_04         | A   | APARTMENTS 41-52 INC FIRST FLOOR PLANS AFFORDABLE S106                                |
| 04/08/2023 | 80-571-R1               | -   | ARBORICULTURAL IMPACT ASSESSMENT AND METHOD STATEMENT                                 |
| 16/08/2023 | UG_1599_LAN_G A_DRW_01  | P18 | GENERAL ARRANGEMENT PLAN                                                              |
| 16/08/2023 | UG_1599_LAN_G A_DRW_06  | P09 | POCKET PARK - POS PLAN                                                                |
| 16/08/2023 | UG_1599_POS_DRW_01      | P07 | NORTH AREA PLANNING                                                                   |
| 16/08/2023 | UG_1599_LAN_SL_02       | P17 | SOFT LANDSCAPE PLAN 1/3                                                               |
| 16/08/2023 | UG_1599_LAN_SL_03       | P17 | SOFT LANDSCAPE PLAN 2/3                                                               |
| 16/08/2023 | UG_1599_LAN_SL_04       | P15 | SOFT LANDSCAPE PLAN 3/3                                                               |

|            |                                |     |                                                            |
|------------|--------------------------------|-----|------------------------------------------------------------|
| 26/09/2023 | HLL-AJP-XX-00-DR-C-1400        | P06 | FINISHED LEVELS AND RETAINING WALLS MASTERPLAN             |
| 26/09/2023 | HLL-AJP-XX-00-DR-C-1401        | P06 | FINISHED LEVELS AND RETAINING WALLS SHEET 1                |
| 26/09/2023 | HLL-AJP-XX-00-DR-C-1402        | P06 | FINISHED LEVELS AND RETAINING WALLS SHEET 2                |
| 26/09/2023 | HLL-AJP-XX-00-DR-C-1403        | P01 | FINISHED LEVELS AND RETAINING WALLS SHEET 3                |
| 26/09/2023 | TYPICAL RETAINING WALL DETAILS | P01 | TYPICAL RETAINING WALL DETAILS                             |
| 27/09/2023 | -                              | -   | ENVIRONMENTAL IMPACT ASSESSMENT NON-TECHNICAL SUMMARY      |
| 27/09/2023 | -                              | -   | GROUND GAS ADDENDUM REPORT                                 |
| 27/09/2023 | -                              | -   | ENVIRONMENTAL STATEMENT VOL 1 – FIGURES                    |
| 27/09/2023 | -                              | -   | ENVIRONMENTAL STATEMENT VOLUME 1 - ENVIRONMENTAL STATEMENT |
| 27/09/2023 | -                              | -   | ENVIRONMENTAL STATEMENT VOLUME 2 - TECHNICAL APPENDICES    |
| 27/09/2023 | 80-571-R2-4                    | -   | PRELIMINARY ECOLOGICAL APPRAISAL REPORT                    |
| 27/09/2023 | 80-571-R5-2                    | -   | BIODIVERSITY METRIC REPORT                                 |
| 27/09/2023 | -                              | -   | GROUND INVESTIGATION REPORT                                |
| 27/09/2023 | -                              | -   | ENERGY AND SUSTAINABILITY STATEMENT                        |

### **REASON(S) FOR THE GRANTING OF PLANNING PERMISSION**

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

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 (Clare Appleyard on 0151 443 2848)

### **ARTICLE 35 STATEMENT**

#### **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.

**Executive Director - Regeneration and Economic Development**

**Date: 30 April 2024**

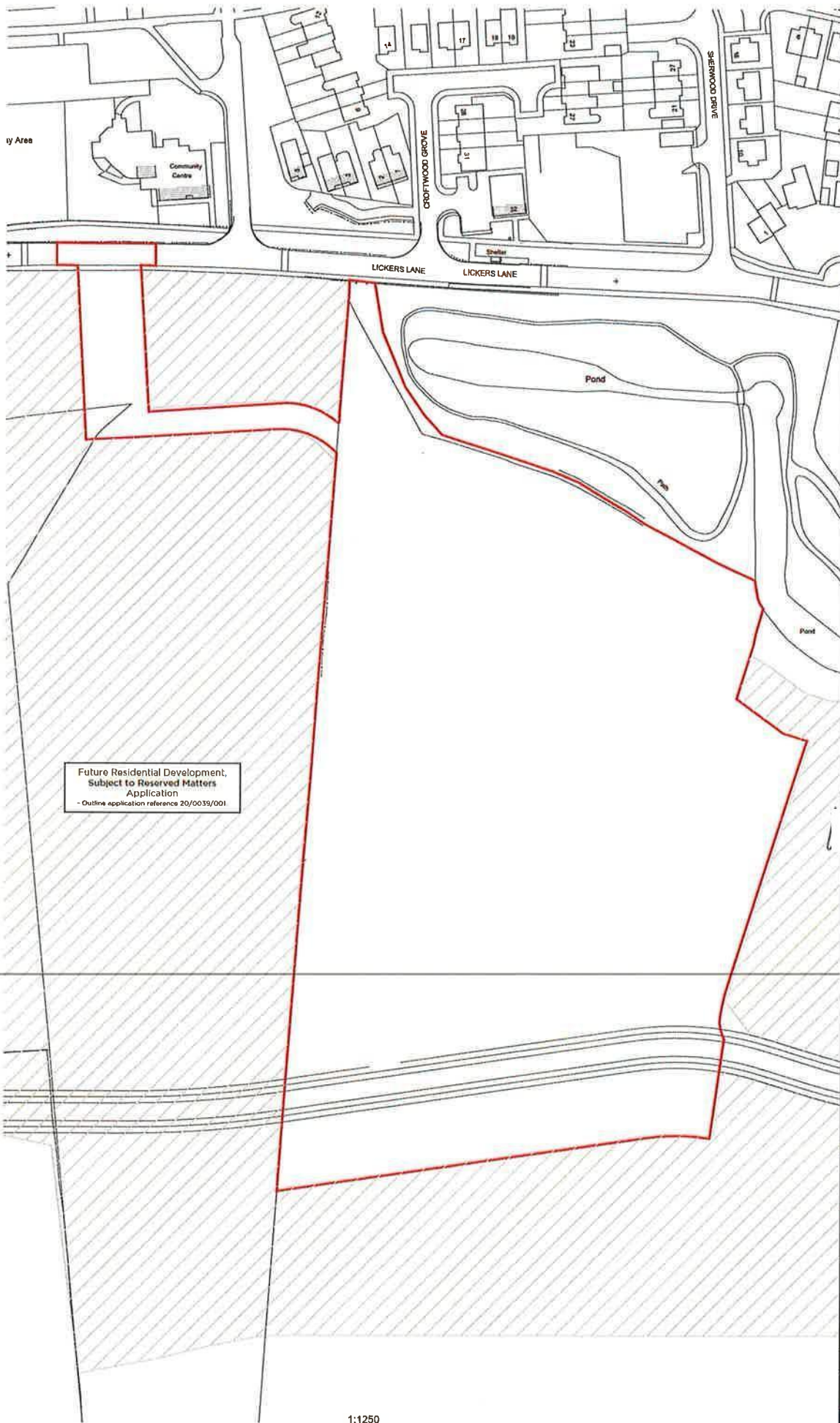
### **IMPORTANT NOTES FOR YOUR ATTENTION:**

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.

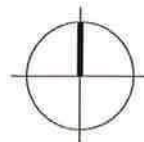
### **Appeals to the Secretary of State**

- 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**



- The Copyright of this drawing belongs to MPSL Planning & Design Ltd. and shall not be used or reproduced in any form without its express permission.
- Do not scale from this drawing - Work to figured dimensions only. All dimensions to be checked on site prior to the execution of any work.
- For the avoidance of doubt all dimensions are measured to wall structure and not the finishes unless otherwise stated.
- Where any discrepancy is found to exist within or between drawings and/or documents it should be reported to the architect immediately.
- MPSL Planning & Design Ltd. shall not be liable for any use of drawings and documents for any purpose other than for which the same were prepared by or on behalf of MPSL Planning & Design Ltd.



Future Residential Development,  
Subject to Reserved Matters  
Application  
- Outline application reference 20/0039/001

|                                                                                                                                 |            |                                                                                |         |
|---------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------|---------|
| Rev                                                                                                                             | Date       | Description                                                                    | Initial |
| <p>Client</p>                                                                                                                   |            |                                                                                |         |
| <p>Drawing Title</p> <p><b>SITE LOCATION PLAN</b></p>                                                                           |            |                                                                                |         |
| <p>Project</p> <p><b>Parcel 2C, Halsnead Garden Village</b><br/><b>Lickers Lane, Whiston</b></p>                                |            |                                                                                |         |
| Job No                                                                                                                          | Orig No    | Drawn                                                                          | Rev     |
| 21062                                                                                                                           | 00         | AC                                                                             | -       |
| Scale                                                                                                                           | Date       | Stage                                                                          |         |
| 1:1250 @ A3                                                                                                                     | APRIL 2022 | DRAFT                                                                          |         |
| <p>MPSL planning &amp; design ltd<br/>14 west point enterprise park,<br/>clarence avenue, lifford park,<br/>marche, m17 1ps</p> |            | <p>T: 01473 772 1006<br/>e: info@mpsldesign.co.uk<br/>www.mpsldesign.co.uk</p> |         |
| <p><b>mps!</b> planning &amp; design</p>                                                                                        |            |                                                                                |         |

### **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. 22/00600/FUL 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 2 of Schedule 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 Owner and the Council pursuant to the part of paragraph 1 of Part 2 of Schedule 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:

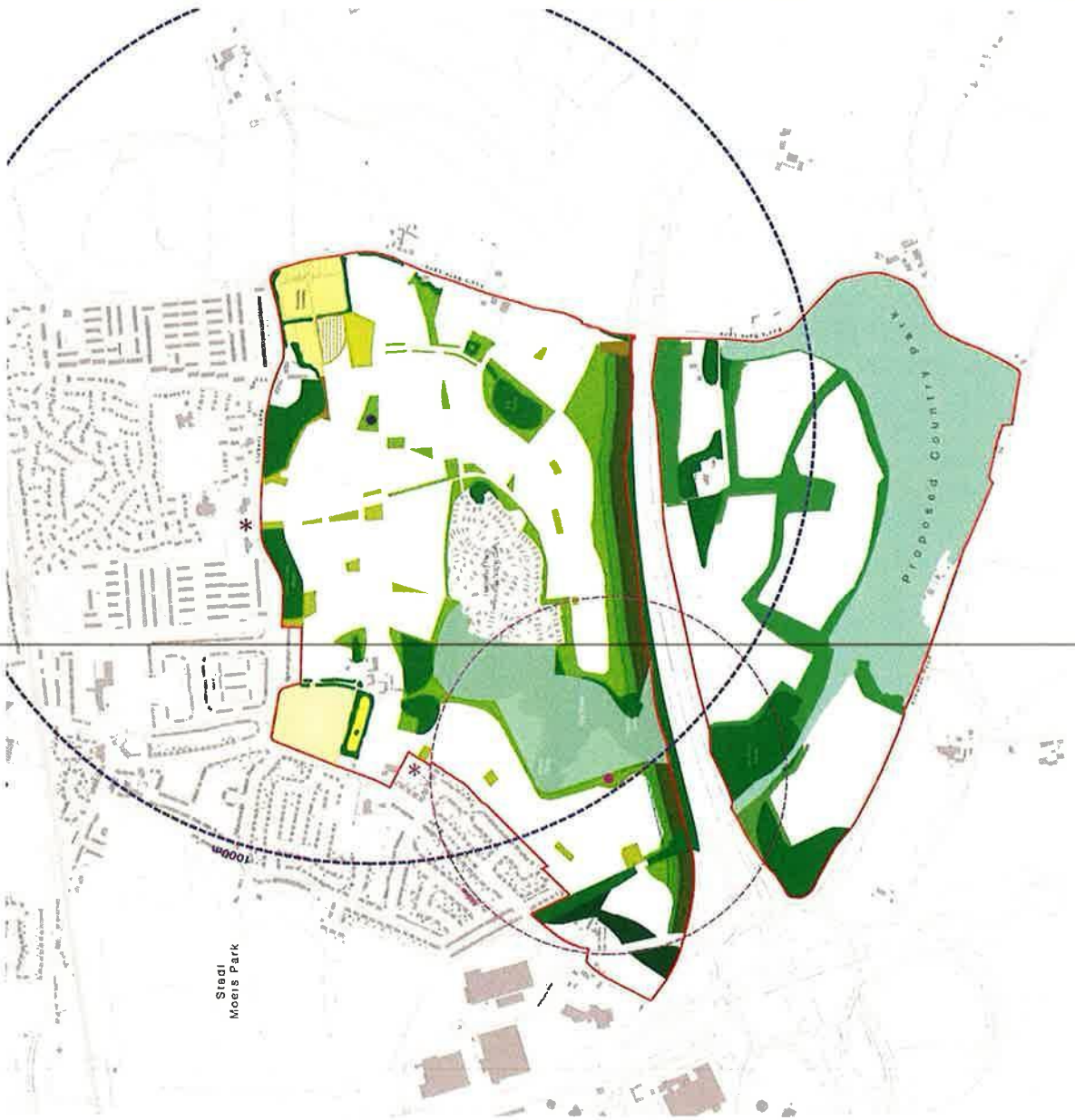
On behalf of the Owner

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On behalf of the Council

**Appendix 4**  
**Public Open Space Framework Plan**

Public Open Space framework

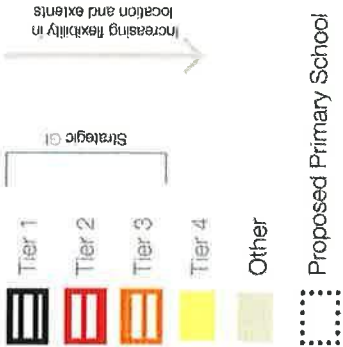


- Intended Functions / Type**
- Potential allotments / community gardens
  - Existing and proposed semi natural green space
  - Potential amenity space (Flats 1-4)
  - Existing outdoor sports
  - Potential new outdoor sports (primary school)
  - Park and Garden
  - Cemetery
  - Potential cemetery (extension)
  - Existing NEAP
  - Existing LEAP
  - Proposed NEAP (1000m catchment)
  - Proposed LEAP (500m catchment)
- Complementary Landscape Elements**
- Existing woodland - assumed not accessible
  - Existing woodland - potential for public access
  - Proposed semi natural structural planting
  - Potential area of surface water drainage attenuation
  - Existing existing tree

**Appendix 5**  
**Public Open Space Tiers Plan**

Halsnead Masterplan SPD

Public Open Space tiers



**Appendix 6**  
**Plan showing site of Windy Arbor Playing Fields**

