

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

Planning Act 1990

relating to demolition of buildings and erection of new units and associated
works at The Sovereign Distillery Wilson Road Huyton L36 6AD

Dated **25 April** 2023

- (1) Knowsley Metropolitan Borough Council
- (2) NSD Huyton Limited
- (3) Chrysalis Limited Partnership acting by its General Partner
Chrysalis (General Partner) Limited

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EXECUTION OF DEED

DATE

25 April

2023

PARTIES

- (1) Knowsley Metropolitan Borough Council of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("Council")
- (2) NSD Huyton Limited whose registered office is at Centrix House Crow Lane East, Newton Le Willows, St Helens, Merseyside, United Kingdom, WA12 9UY ("Owner")
- (3) Chrysalis Limited Partnership a limited partnership (registered number LP 014909) whose registered office is at acting by its General Partner Chrysalis (General Partner) Limited whose registered office is at 73 Tib Street Manchester M4 1LS ("Mortgagee")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner and developer of the Site.
- 3 The Mortgagee is the mortgagee of the Site.
- 4 The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 5 The Application is awaiting determination by the Council and the Owner wishes to enter into the planning obligations herein specified with the intention that if the Council grants Planning Permission pursuant to the Application the Council will be able to enforce the planning obligations pursuant to section 106 of the Act.
- 6 The parties to this Deed agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) being obligations that are necessary to make the Development acceptable in planning terms, directly related to the Development, and fairly and reasonably related in scale and kind to the Development.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990.
"Application"	the application for full planning permission submitted to the Council for the Development

and allocated reference number 22/00109/FUL.

"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions and preliminary drainage works, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure and erection of site huts, the temporary display of site notices or advertisements and/or removal of any demolition material pursuant to the Planning Permission and "Commence Development" shall be construed accordingly.
"Committed"	any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies.
"Development"	the Development of the Site by the demolition of buildings and the erection of 2 no. industrial units together with the part demolition/part extension and remodelling of existing industrial building to form 7 no. units (use classes e (g)(ii) (iii), b2 and b8) with ancillary office space, reconfiguration of car parking including service and vehicular circulation areas, landscaping, infrastructure works and other associated works pursuant to the Planning Permission.
"Highway Plan"	the plan at Appendix 2 showing the areas where waiting restrictions are to be imposed by a traffic regulation order in accordance with Part 3 of the Third Schedule.

"Index"	All Items Index of Retail Prices issued by the Office for National Statistics.
"Indexation Date"	means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed.
"Index Linked"	means the contribution is to be adjusted by reference to the amount of any increase in the Index over the period from the Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant contribution to the Council (or where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose the date of application of such sum for the specified purpose) and "Indexation" shall be construed accordingly.
"Interest"	interest at 4% (four per cent) above the base rate of Barclays Bank PLC from time to time.
"Occupation" and "Occupied"	occupation of the Development for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction, fitting out or decoration or temporary occupation for marketing or display or in relation to security operations.
"Plan"	the plan attached to this Deed at Appendix 1.
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Fourth Schedule.
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan and described in the First Schedule.
"Working Day"	means a day other than a Saturday or Sunday or public holiday in England.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.
- 3.3 To the extent that any of the covenants, restrictions and requirements contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto and /or facilitating the enforcement of the obligations contained herein against the Owner and with the intent of binding the Owner to observe and perform the obligations as contained in this Deed.

4 CONDITIONALITY

This Deed is conditional upon the grant of the Planning Permission.

5 THE OWNER'S COVENANTS

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

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed:

- 7.1.1. the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed up to £1,050; and
- 7.1.2 the sum of £260.00 in respect of the Council's initial fee for registering the obligations contained within this Deed within the Council's administrative system.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against
- 7.9.1 any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant Statutory Undertaker is occupying the relevant part of the Site for its purposes as a Statutory Undertaker nor against plant equipment conduits or structures located within the Site used as part of its statutory undertaking; nor
- 7.9.2 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant or as the owner of the sub-soil of any highway within the Site.
- 7.9.3 any mortgagee other than in accordance with clause 8 of this Deed.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7.12 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party as detailed in this agreement or such other address notified in writing to the other party from time to time.

7.13 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or Inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8 MORTGAGEE'S CONSENT

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

9 WAIVER

No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

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

11 INDEXATION

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

12 INTEREST

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

13 VAT

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

14 DISPUTE PROVISIONS

14.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error, error of law and or fraud and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 14.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for them to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error, error of law and or fraud and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

14.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

14.4 The expert shall be required to give notice to each of the said parties requiring them to submit to them within ten working days of notification of their appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

14.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

15 JURISDICTION

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

16 DELIVERY

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

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

FIRST SCHEDULE

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

Details of the Owner's Title

All that land known as land on the south-west side of Wilson Road Huyton comprising the land within title numbers MS237537 (part), MS4410308 (part) and MS 428111 (part) registered at the Land Registry.

Description of the Site

All that land on the south-west side of Wilson Road Huyton known as The Sovereign Distillery shown edged red on the attached Plan.

SECOND SCHEDULE

Covenants with the Council

PART 1

SOCIAL VALUE

1. In this Part 1 of the Second Schedule the following words and phrases shall have the meanings:
 - 1.1 **“Social Value Strategy”** means the agreed social value strategy dated 5 May 2022 as prepared by the Owner in consultation with Fusion21 and in accordance with the KMBC ‘Adding Social Value to Development’ supplementary planning document adopted in September 2018 between the Owner and Fusion 21 which seeks to maximise opportunities for residents of Knowsley and is attached at Appendix 3.
 - 1.2 **“Social Value Contribution”** shall mean the sum of £4,072 (four thousand and seventy two pounds) to be paid by the Owner to the Council and transferred by the Council to Fusion 21 as a contribution towards the preparation of the Social Value Strategy and provision of social value delivery relevant to the Development in accordance with the approved Social Value Strategy.
 - 1.3 **“Social Value Monitoring Fee”** shall mean the sum of £2,714 (two thousand seven hundred and fourteen pounds) to be paid by the Owner to the Council and transferred by the Council to Fusion 21 as a contribution towards the cost of monitoring compliance of the Social Value Strategy.
2. The Owner covenants with the Council as follows –
 - 2.1 Prior to the Commencement of Development the Owner shall pay the Social Value Contribution and the Social Value Monitoring Fee to the Council and the Owner shall not Commence the Development until the Social Value Contribution and the Social Value Monitoring Fee has been paid to the Council.

PART 2

s.106 MONITORING FEE

1. In this Part 2 the following words and expressions shall unless the context requires have the meaning set out below:

“s.106 Monitoring Fee” means the sum of £520 (five hundred and twenty pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

2. Prior to the Commencement of Development the Owner shall pay the s.106 Monitoring Fee to the Council and shall not Commence Development until the s.106 Monitoring Fee has been paid to the Council.

PART 3

TRAFFIC REGULATION ORDER CONTRIBUTION

1. In this Part 3 the following words and expressions shall unless the context requires have the meaning set out below:

“Traffic Regulation Order Contribution” means the sum of £6,500 (six thousand, five hundred pounds) towards the costs incurred by the Council in making and implementing a traffic regulation order to impose waiting restrictions on those areas of the highway indicated on the Highway Plan.

2. Prior to the Commencement of Development, the Owner shall pay the Traffic Regulation Order Contribution to the Council and shall not Commence Development until the Traffic Regulation Order Contribution has been paid to the Council.

THIRD SCHEDULE

Council's Covenants

Use and repayment of financial contributions

- 1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 2 The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if such sum has been Committed to be spent by the Council) within ten (10) years of the date of Commencement of the Development such payments to be paid together with interest at Barclays Bank PLC's base rate from time to time for the period from the date of payment to the date of refund.
- 3 The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

FOURTH SCHEDULE

The Draft Planning Permission



Knowsley Council

REGENERATION AND ECONOMIC DEVELOPMENT

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: 22/00109/FUL

Name and address of applicant

Network Space
Centrix House
Crow Lane East
Newton-le-Willows
WA12 9UY

Name and address of agent

Spawforths
Junction 41 Business Court
East Ardsley
Leeds
WF3 2AB

Date of Receipt: 18 February 2022

Date Valid: 11 July 2022

Address/Location Of Development:

The Sovereign Distillery, Halewood Wines And Spirits - Factory Outlet
Wilson Road
Huyton
Knowsley
L36 6AD

Description of Development:

DEMOLITION OF BUILDINGS AND THE ERECTION OF 2 NO. INDUSTRIAL UNITS TOGETHER WITH THE PART DEMOLITION/PART EXTENSION AND REMODELLING OF EXISTING INDUSTRIAL BUILDING TO FORM 7 NO. UNITS (USE CLASSES E (G)(II) (III), B2 AND B8) WITH ANCILLARY OFFICE SPACE. RECONFIGURATION OF CAR PARKING INCLUDING SERVICE AND VEHICULAR CIRCULATION AREAS, LANDSCAPING, INFRASTRUCTURE WORKS 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. Notwithstanding any description of materials in the application, no above ground construction works of any phase of development shall take place until samples and / or full specification of materials to be used externally on the buildings to which they relate within that phase have been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour and texture of the materials. The development shall be carried out only in accordance with the agreed schedule of materials.

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

4. Notwithstanding the submitted soft landscaping scheme and proposed external surfaces plan no part of the development shall be occupied until full details of both hard and soft landscaping works have been submitted to and approved in writing by the Local Planning Authority.

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

- a) Land levels and gradients resulting in the formation of any banks, terraces or other earthworks
- b) hard surfaced areas and materials,
- c) planting plans, specifications and schedules, planting size, species and numbers/densities, trees to be retained and a scheme for the timing / phasing of work. (including the incorporation of species rich grassland into landscaping areas on site and new native tree and shrub planting to replace that being lost)
- d) existing plants / trees to be retained
- e) tree replacement scheme for the 5 individual trees to be removed on a 2:1 basis with a minimum girth of 12-14cm.
- f) incorporation of species rich grassland into landscaping areas and new native tree and shrub planting to replace that being lost.
- g) A detailed regime for the ongoing and longer term maintenance of all soft landscaping is also required to be submitted for approval.

The approved landscaping works shall be implemented and completed prior to the occupation of the dwelling to which it relates unless otherwise agreed in writing by the Local Planning Authority.

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

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and to comply with Saved Policy H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006, Policy CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

5. At least five days written notice has been given to the Local Planning Authority of the intention to commence development. The protective fencing referred to in the submitted arboriculture report ref B029861 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.

No storage of plant or material (including soil), works (including movement of soil, changes in ground level, vehicular movements, siting of temporary buildings or other works), lighting of fires or tipping of liquids shall take place within the protective fencing thereby defined for the duration of the development works.

Reason: To protect existing trees within the site in the interests of visual amenity and to comply with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016 and saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

6. All works which form part of the mitigation measures as detailed within the Noise Assessment (Network Space Ltd, Sovereign Business Park, February 2022, report ref: 784-B029681) shall be implemented in full in accordance with the scheme as agreed. Documentary evidence of the works shall be submitted to and approved in writing by the Local Planning Authority prior to first use of the development.

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

7. Fixed plant and machinery associated with the development shall be designed to a level that is at least 5dB(A) below the existing LA90 background noise level as measured during the relevant time period. Any tonal, impulsive and/or irregular noise would be addressed by imposing a penalty as per the methodology set out in BS 4142:2014+A1:2019, Methods for Rating and Assessing Industrial and Commercial Sound. Noise limits for fixed plant are to apply at a position 1 metre from the closest affected window of the nearest noise sensitive property.

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

8. A. Risk Assessment

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

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

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

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

B. Submission of Remediation Scheme

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

C. Implementation of Approved Remediation Scheme

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

D. Reporting of Unexpected Contamination

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

E. Materials Management Plan

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

F. Importation of Soil/Material

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

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

9. The development hereby permitted shall not commence until details of the means of ensuring the sewers that are laid within the site boundary is protected from damage as a result of the development have been submitted to and approved by the Local Planning Authority in writing. The details shall outline the potential impacts from construction activities and the impacts post completion of the development on the sewers that cross the site and identify mitigation measures to protect and prevent any damage to the pipeline both during construction and post completion of the development. Any mitigation measures shall be implemented in full in accordance with the approved details.

Reason: In the interest of public health and safety and to ensure protection of essential services and to ensure compliance with Policy CS24 of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

10. Prior to the commencement of development, details of a sustainable surface water drainage scheme based on the principles of the SUDS manual (C753) and the criteria set out within Knowsley Strategic Flood Risk assessment (SFRA Levels 2) and a foul water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority.

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

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution and to ensure compliance with Policy CS24 of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

11. No part of the development hereby permitted (including demolition) shall be commenced until a Demolition/Construction Management Plan that details the means of mitigation of construction effects has been submitted and agreed in writing by the Local Planning Authority. This shall include 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) Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
- d) The areas for the storage of plant and materials.
- e) A programme of works, including phasing.
- f) Layout of the site compound including identification of areas for the storage of plant and materials, loading/unloading and turning areas for delivery vehicles [for each phase as necessary].
- g) 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.
- h) Construction staff parking arrangements
- i) hours of construction (the following is usually acceptable: 0800 to 1800 Monday to Friday, 0800 to 1300 Saturday and not at all on Sundays/Public Holidays).
- j) methods to be used to minimise waste and implementation of measures to achieve efficient use of resources including designing out waste and minimisation of off-site disposal
- k) details of relevant pest control measures during construction.
- l) 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.

All site works shall then proceed only in accordance with the approved management plan unless otherwise agreed in writing beforehand with the Local Planning Authority.

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

12. A Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development through an appropriate legally binding agreement shall be submitted to and approved in writing by the Local Planning Authority. This shall include:

- (i) The arrangements for adoption by an appropriate public body or statutory undertaker or details of provision for management and maintenance by a resident's management company.

- (ii) Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime
- (iii) Details for planned maintenance and a mechanism for remedial and urgent repair works.
- (iv) Means of access for inspection and maintenance purposes.
- (v) The plan shall be implemented in accordance with the timeframes contained within it.

Reason: 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.

13. The development shall not be brought into use until the approved parking and vehicular manoeuvring layout for the intended use class have been surfaced, drained and permanently marked out or demarcated in accordance with the details and specifications shown. For the avoidance of doubt, a use falling within class B2 or B8 shall be laid out in accordance with drawing A-0503 Rev P12. For Units C, G1 or G2, any uses falling within either classes E (g)(ii) or (iii) parking shall be laid out in accordance with A-0509 Rev P01 for that unit.

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

14. The proposed development shall not be brought into use until precise scheme details of the proposed cycle storage highlighted on Drawing A-0503 Rev P12 has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as agreed before any part of the development hereby permitted has been brought into use. For the avoidance of doubt, long stay cycle parking must be covered and offer a means to secure the cycles.

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

15. Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987, the premises to which this permission relates shall be used for Use Classes B2, B8 and E(g) (ii) and (iii) and for no other purpose, including any other use falling within Class E of the Schedule to that Order or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, except with the prior grant of a further planning permission.

Reason: To enable the Local Planning Authority to assess any proposal for a further change of use, whether or not it falls within the same Use Class and to comply with Policies CS7 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016.

16. The car parking spaces serving units F1-F6 shall remain available to any users of said units within Block F and shall not be fenced, segregated, marked out, signed or otherwise reserved for specific users.

Reason: To ensure that parking is adequately utilised for units F1-F6 to avoid overspill parking, which may affect the passage of traffic into or out of the site to the

detriment of highway safety and to comply with Policy CS7 of the Core Strategy, adopted January 2016.

17. No part of the development hereby permitted shall be occupied prior to implementation of the submitted Framework Travel Plan B024793 TP Issue 1. During the first year of occupation of each block (C, F, G1 or G2) a Full Travel Plan based on the Framework Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. Each approved Full Travel Plan shall be implemented in accordance with the timetable and targets contained therein and shall continue to be implemented as long as any part of the development is occupied subject to approved modifications agreed by the Local Planning Authority as part of the annual review.

Reason: To ensure that the development offers a wide range of travel choices to reduce the impact of travel and transport on the environment and to comply with saved policy T9 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

18. No development shall take place until a scheme for the provision of motorcycle parking, in accordance with the Council's current standards, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as approved before any part of the development is brought into use and shall be retained as such thereafter. For the avoidance of doubt, parking must be offer a means to secure the motorcycles.

Reason: To ensure that adequate provision is made for parking cycles and motorcycles on the site and to comply with Policy CS7 of the Core Strategy, adopted January 2016.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
10/02/2023	12211-AEW-XX-XX-DR-A-0501-S2-P04	-	Location plan
23/05/2022	B029681	-	Arboricultural Report
11/07/2022	12211-AEW-BC-RF-DR-A-0536	REV P04	
11/07/2022	12211-AEW-BC-ZZ-DR-A-0535	REV P05	
11/07/2022	1211-AEW-BC-XX-DR-A-0537	REV P05	
11/07/2022	12211-AEW-BC-DR-A-0538	REV P05	
11/07/2022	12211-AEW-G1-XX-DR-A-0561	REV P04	
11/07/2022	12211-AEW-G1-XX-DR-A-0562	REV P04	
18/02/2022	784-B029681	-	NOISE ASSESSMENT
18/02/2022	B024793 TP Issue 1	-	FRAMEWORK TRAVEL PLAN

18/02/2022	-	-	Habitat survey
18/02/2022	-	-	FLOOD RISK ASSESSMENT
18/02/2022	12211-AEW-BC-RF-DR-A-0536-S2-P02-Unit C - Proposed GA Roof Plan	-	PROPOSED GA ROOF PLAN UNIT C
18/02/2022	12211-AEW-BC-XX-DR-A-0537-S2-P02-Unit C - Proposed GA Elevations	-	PROPOSED GA ELEVATIONS UNIT C
18/02/2022	12211-AEW-BC-XX-DR-A-0538-S2-P02-Unit C - Proposed GA Sections	-	PROPOSED GA SECTIONS UNIT C
18/02/2022	12211-AEW-BC-ZZ-DR-A-0535-S2-P02-Unit C - Proposed GA Floor Plans	-	PROPOSED GA FLOOR PLANS UNIT C
18/02/2022	12211-AEW-BF-RF-DR-A-0556-S2-P02-Unit F - Proposed GA Roof Plan	-	PROPOSED GA ROOF PLAN UNIT F
18/02/2022	12211-AEW-BF-ZZ-DR-A-0555-S2-P02-Unit F - Proposed GA Floor Plans	-	PROPOSED GA FLOOR PLANS UNIT F
18/02/2022	12211-AEW-BF-ZZ-DR-A-0557-S2-P02-Unit F - Proposed GA Elevations	-	PROPOSED GA ELEVATIONS UNIT F
18/02/2022	12211-AEW-BF-ZZ-DR-A-0558-S2-P02-Unit F - Proposed GA Sections	-	PROPOSED GA SECTIONS UNIT F
18/02/2022	12211-AEW-G1-XX-DR-A-0561-S2-P02-Unit G1 - Proposed GA Floor Plans	-	PROPOSED GA FLOOR PLANS UNIT G1
18/02/2022	12211-AEW-G1-XX-DR-A-0562-S2-P02-Unit G1 - Proposed GA Roof Plan	-	PROPOSED GA ROOF PLAN UNIT G1
18/02/2022	12211-AEW-G1-XX-DR-A-0563-S2-P02-Unit G1 - Proposed GA Elevations	-	PROPOSED GA ELEVATIONS UNIT G1
18/02/2022	12211-AEW-G1-XX-DR-A-0564-S2-P02-Unit G1 - Proposed GA Sections	-	PROPOSED GA SECTIONS UNIT G1
18/02/2022	12211-AEW-G2-RF-	-	PROPOSED GA ROOF PLANS

	DR-A-0522-S2-P03- Unit G2 - Proposed GA Roof Plan		UNIT G2
18/02/2022	12211-AEW-G2-XX- DR-A-0521-S2-P03- Unit G2 - Proposed GA Floor Plans	-	PROPOSED GA FLOOR PLANS UNIT G2
18/02/2022	12211-AEW-G2-XX- DR-A-0523-S2-P03- Unit G2 - Proposed GA Elevations	-	PROPOSED GA ELEVATIONS UNIT G2
12/01/2023	12211-AEW-XX-XX- DR-A-0509- REV -P1	-	Maximised Parking Ratios Plan
14/02/2023	12211-AEW-XX-XX- DR-A-0508 REV P02	-	AMENDED PEDESTRIAN CONNECTIVITY PLAN
01/02/2023	26263-HYD-XX-XX- TP-DR-1009.REV P01.01	-	SWEPT PATH - HGV NORTHERN ACCESS
01/02/2023	26263-HYD-XX-XX- TP-DR-1008 REV P01.01	-	SWEPT PATH 16.5M HGV NORTHERN ACCESS
24/01/2023	26263-HYD-XX-XX- RP-TP-6001-REV P2- S4		AMENDED FRAMEWORK TRAVEL PLAN
10/11/2022	12211-AEW-XX-XX- DR-A-0017-S2-P01	-	PROPOSED SITE LEVELS
10/11/2022	12211-AEW-XX-XX- DR-A-0017-S2-P01	-	PROPOSED SITE LEVELS PLAN
23/05/2022	-	-	SOCIAL VALUE STRATEGY
07/11/2022	-	-	BIODIVERSITY ENHANCEMENT SCHEME
07/11/2022	220712	-	INVASIVE SPECIES SURVEY RESULTS
07/11/2022	12211-AEW-XX-XX- DR-A-0016-S2-P02	-	PROPOSED SECTIONS
07/11/2022	12211-AEW-XX-XX- DR-A-0503-S2-P09	-	AMENDED SITE LAYOUT
10/02/2023	12211-AEW-XX-XX- DR-A-0503 REV P13	-	PROPOSED MASTERPLAN
11/07/2022	12211-AEW-BC-ZZ- DR-A-0535 REV P05	-	UNIT C PROPOSED FLOOR PLANS
11/07/2022	12211-AEW-BC-RF- DR-A-0536 REV P04	-	UNIT C - PROPOSED ROOF PLAN
11/07/2022	12211-AEW-BC-XX- DR-A-0537 REV P05	-	UNIT C - PROPOSED ELEVATIONS
11/07/2022	12211-AEW-BC-XX- DR-A-0538 REV P05	-	UNIT C - PROPOSED SECTIONS
11/07/2022	12211-AEW-G1-XX- DR-A-0561 REV P04	-	UNIT G1 - PROPOSED FLOOR PLANS
11/07/2022	12211-AEW-G1-XX- DR-A-0562 REV P04	-	UNIT G1 - PROPOSED GA ROOF PLAN

23/05/2022	12211-AEW-BF-ZZ-DR-A-0557-S2-P04-Unit F	-	PROPOSED ELEVATIONS UNIT F
23/05/2022	12211-AEW-BF-ZZ-DR-A-0558-S2-P04-Unit F	-	PROPOSED SECTIONS UNIT F
23/05/2022	12211-AEW-G1-XX-DR-A-0563_S2-P03_Unit G1	-	PROPOSED ELEVATIONS UNIT G1
23/05/2022	12211-AEW-G1-XX-DR-A-0564-S2-P03-Unit G1	-	PROPOSED SECTIONS UNIT G1
23/05/2022	12211-AEW-G2-RF-DR-A-0522-S2-P05-Unit G2	-	PROPOSED ROOF PLAN - UNIT G2
23/05/2022	12211-AEW-G2-XX-DR-A-0521-S2-P05-Unit G2	-	PROPOSED FLOOR PALN UNIT G2
23/05/2022	12211-AEW-G2-XX-DR-A-0523_S2-P05_Unit G2	-	PROPOSED ELEVATIONS UNIT G2
23/05/2022	12211-AEW-G2-XX-DR-A-0524-S2-P04-Unit G2	-	PROPOSED SECTIONS UNIT G2
23/05/2022	12211-AEW-BF-RF-DR-A-0556-S2-P04-Unit F	-	PROPOSED ROOF PLAN UNIT F
23/05/2022	12211-AEW-BF-ZZ-DR-A-0555-S2-P04-Unit F	-	PROPOSED FLOOR PLAN UNIT F

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:-

CS2 - Development Principles
 CS4 - Economy and Employment
 CS7 - Transport Networks
 CS19 - Design Quality and Accessibility in New Development
 CS24 - Managing Flood Risk
 CS27 - Planning and Paying for New Infrastructure

KNOWSLEY LOCAL PLAN: CORE STRATEGY

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

EC3 - Primarily Industrial Areas
 T8 - Transport Assessments
 T9 - Travel Plans
 DQ4 - Trees and Development
 ENV2 - Noise and Vibration
 ENV5 - Contaminated Land

This informative is only intended as a summary of the reason(s) for the granting of planning permission. Should you require any further details relating to the decision please contact the relevant case officer (Mark Quinn on 0151 443 2381)

ARTICLE 35 STATEMENT

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

NOTE FOR APPLICANT:

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

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

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

NOTE FOR APPLICANT: The applicant's attention is drawn to the following comments;

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

Further information is also available on the Coal Authority website at:

www.gov.uk/government/organisations/the-coal-authority

- 2 No scrub clearance, tree removal, vegetation management or building works are to take place during the period 1 March to 31 August inclusive. If it is necessary to undertake works during the bird breeding season then all buildings, scrub, trees and vegetation are to be checked first by an appropriately experienced ecologist to ensure no breeding birds are present. If present, details of how they will be protected are required to be submitted for approval.
- 3 Please find attached correspondence from The Coal Authority (30th August 2022) United Utilities (18th August 2022), Cadent Gas (18th August 2022) Merseyside Fire Service (28th July 2022)
- 4 It is an offence to carry out any works within the public highway without the permission of the Highway Authority. The grant of planning permission will require the developer to enter into an agreement under s278 of the Highways Act 1980 with the Council. The applicant is advised to contact the Site Development Team at SiteDevelopment@knowsley.gov.uk to discuss the matter further.
- 5 The drainage scheme required pursuant to Condition 10 shall include the following :-

(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;

(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.

(vi) Currently, the proposed drainage design is based on an assumption which infiltrating-based features will not be feasible. Final destination of surface water runoff should be determined based on site characteristics by following the surface water drainage discharge hierarchy. As requested by National Planning Practice Guidance applications should aim to discharge surface water runoff as high up the following hierarchy of drainage options as reasonably practicable:

- o into the ground (infiltration)
- o to a surface water body
- o to a surface water sewer, highway drain, or another drainage system, and
- o to a combined sewer.

For infiltrating-based methods, the soakaway test should be completed according to the BRE 365 method and their results should be submitted with the full application. Should the infiltration rate on site would be sufficient for infiltration-based features, the proposed drainage design should be revisited.

(vii) Drainage Plan showing drainage layout, manholes including cover and invert levels, proposed finished floor levels, pipe sizes and gradients, all on -line controls, on and off line storage structures and outfall details. Results showing all the modelling criteria and summary network results for critical 1 in 2 year, 1 in 30 year and 1 in 100 year plus 40% CC storm events showing maximum water level, flow and velocity and details of any surface flooding anticipated will be required.

(viii) A drawing showing the proposed impermeable and permeable areas, suitably annotated.

(ix) Plan showing overland exceedance routes in the event of a failure of the drainage system or storm event in excess of the 1 in 100 + 40% CC storm event. Flow routes need to be considered when all on site drainage systems have been overwhelmed by an event of greater intensity than the design scenario. The impact of exceedance flows from and on adjacent land should also be considered. The duration of flooding, maximum depth and the route of flood flows shall be established and managed so as to mitigate the flood impact to people and property. For the assessment of an exceedance event impact, it would be expected to consider the 1 in 200 rainfall event plus climate change.

(x) The risk assessment should include for blockage of pipes, blockage of outlet structures and risk of impediments across planned flood routing paths. The application should be supported by a designer's risk assessment that identifies key points of failure of the system and what means have been engaged to limit risk of failure. This will also inform the maintenance plan with regards to corrective actions needed should a failure occurs.

(xi) Summary Drainage Report setting out the Drainage Strategy and results of the calculations demonstrating compliance with the above.

(xii) Where third party agreements to construct sewers and to discharge flows are required, then written evidence of these two agreements shall be provided.

(xiii) A SuDS aims to minimise the impacts from a proposed development on water quality and maximise amenity and biodiversity. In designing an appropriate set of SuDS techniques for a development site, the LLFA will therefore be expecting above ground, green SuDS to be prioritised to promote water quality, amenity and biodiversity.

(xiv) In order to determine a stand-off distance from any of the three sewers crossing the site, they must be surveyed to determine the precise location, depth and condition. The existing connection points should be surveyed (location and cover and invert levels) to make sure the suitability of the points for use.

(xv) The surface water from the exiting site is assumed to be discharged to two outfall points as well as to an attenuation area/feature. Catchment areas to each of these points and location of the attenuation area/feature should be determined.

(xvi) An assessment of groundwater level and ground conditions should be provided.

(xvii) Water quality should be taken into account as part of the proposed drainage design. It will be required to demonstrate that adequate water quality of the off-site surface

water flows (draining into a sewer, watercourse and ground) in accordance with the Simplified Index Approach as set out within Section 26 of the SUDS Manual (C753) can be achieved. In this case that an industrial yard is proposed, water quality risk to surface water bodies and groundwater should be assessed (screening risk or detailed risk assessment) and mitigation measures to be adopted to ensure that risk to both surface water bodies, and groundwater are effectively managed (see Table 26.1 of the SUDS Manual).

(xviii) Given the topography of the site, the risk of surface water runoff entering the site from off-site should be assessed and, if required, protection / interception measures to be proposed.

(xix) Calculations and any supporting survey and investigations to justify and demonstrate the existing and proposed discharge rate.

(xx) Drainage Plan showing drainage layout, manholes including cover and invert levels, proposed finished floor levels, pipe sizes and gradients, all on -line controls, on and off line storage structures and outfall details. Results showing all the modelling criteria and summary network results for critical 1 in 2 year, 1 in 30 year and 1 in 100 year plus 40% CC storm events showing maximum water level, flow and velocity and details of any surface flooding anticipated will be required.

(xxi) A drawing showing the proposed impermeable and permeable areas, suitably annotated.

(xxii) Plan showing overland exceedance routes in the event of a failure of the drainage system or storm event in excess of the 1 in 100 + 40% CC storm event. Flow routes need to be considered when all on site drainage systems have been overwhelmed by an event of greater intensity than the design scenario. The impact of exceedance flows from and on adjacent land should also be considered. The duration of flooding, maximum depth and the route of flood flows shall be established and managed so as to mitigate the flood impact to people and property. For the assessment of an exceedance event impact, it would be expected to consider the 1 in 200 rainfall event plus climate change.

(xxiii) The risk assessment should include for blockage of pipes, blockage of outlet structures and risk of impediments across planned flood routing paths. The application should be supported by a designer's risk assessment that identifies key points of failure of the system and what means have been engaged to limit risk of failure. This will also inform the maintenance plan with regards to corrective actions needed should a failure occurs.

(xxiv) Summary Drainage Report setting out the Drainage Strategy and results of the calculations demonstrating compliance with the above.

(xxv) Where third party agreements to construct sewers and to discharge flows are required, then written evidence of these two agreements shall be provided.

Reason: To ensure a satisfactory drainage system is provided to serve the site in accordance with Paragraph 163 of the National Planning Policy Framework, House of Commons Written Statement 161 for Sustainable Drainage Systems, Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) and Policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy (January 2016).

Date:

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. 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.

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 1

THE PLAN



- NOTES
- All dimensions and levels are to be checked on site.
 - Any discrepancies are to be reported to the architect before any work commences.
 - This drawing shall not be scaled to ascertain any dimensions. Work to figures dimensions only.
 - This drawing shall not be reproduced without express written permission from AEW.
 - Title overlay drawings and ownership boundaries are produced using all reasonable endeavours. AEW cannot be responsible for the accuracy or scale discrepancy of base plans supplied to them.
 - All works are to be undertaken in accordance with Building Regulations and the latest British Standards.
 - All proprietary materials and products are to be used strictly in accordance with the manufacturers recommendations.

CDM 2015

Client notified of duties: 27/1/20

Principal Designer: Network Space

Unless noted to the contrary, all known hazards have been highlighted on the drawing.

Scale 1:1000

Blue line ownership boundary:
26.91 acres / 10.89ha

Red line site boundary:
10.75 acres / 4.35ha

NOTES:

- Layout based on CAD plan provided by Halewood International

FPB
KDW

P03	17/05/22	CF	DRS
General Update			
P02	11/02/22	DJS	DRS
Planning Issue			
P01	21/01/22	DJS	DRS
Initial Issue			
REV	Date	Drawn by: +	Checked by: -
States	Purpose of Issue		
S2	For Information		
drawing stage	Planning		
client	Network Space Land Limited		
project	Sovereign Business Park Huyton		
drawing title	Location Plan		
date	Jan 22	drawn	DJS
scale @A1	1:1000	checked	DRS

APPENDIX 2

THE HIGHWAY PLAN



SFB
for
K. [signature]

KEY PLAN EXISTING TRAFFIC REGULATION ORDERS PROPOSED TRAFFIC REGULATION ORDERS		NOTES		REVISIONS		Hydrock WILSON ROAD - SOVEREIGN BUSINESS PARK 26263 2024-04-23 K. [signature]		PROPOSED TRAFFIC REGULATION ORDERS	
						CLIENT NETWORK SPACE		HYDROCK PROJECT NO. 26263	
						PROJECT SOVEREIGN BUSINESS PARK		SCALE @ A3 NTS	
						STATUS SUITABLE FOR APPROVAL		STATUS S4	
						DRAWING NO. 26263-HYD-XX-XX-DR-TP-1005		REV. NO. P02	

APPENDIX 3
THE AGREED SOCIAL VALUE STRATEGY

Social Value Strategy

Non-Residential Development

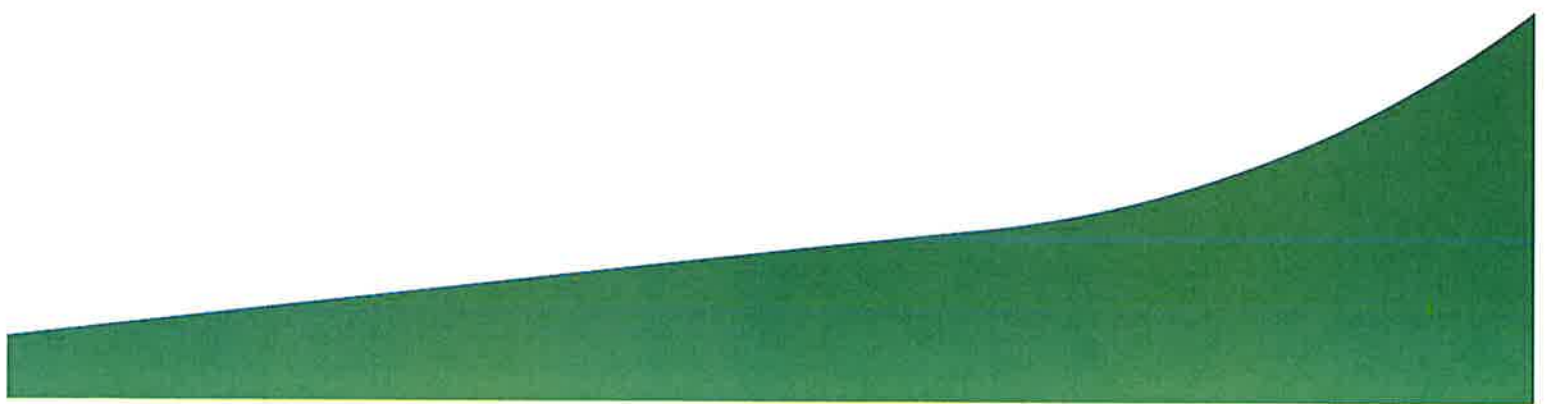
Date: 5 May 2022

Fusion21 ref: TBC

Developer name: Network Space

Planning ref: 22/00109/FUL

Site name/address: Former Halewood Distillery, Huyton, Knowsley

A large, dark green, curved shape at the bottom of the page, resembling a stylized landscape or a decorative footer element.

Social Value Strategy

It is a planning condition that Network Space. submit a social value strategy (SVS) for the development at Former Halewood Distillery, Huyton, Knowsley. On approval of this plan by KMBC it will form a compliance document and will be implemented by Network Space through its contractor/works package contractors supported by a site- specific social value delivery plan which Fusion21 will develop with the contractor (once appointed) unless otherwise agreed with KMBC.

Fusion21 have been engaged by Knowsley Metropolitan Borough Council (KMBC) for the delivery of this overarching strategy and subsequent strategies for full planning applications for the duration of the development/build.

The Section 106 agreement indicates a target for social value weeks delivery which is the overall aim, it should be noted however elements this target may require flexibility by KMBC. KMBC shall approve the SVS in accordance with the terms of the Agreement.

This SVS has been prepared in consultation with Fusion21 and in accordance with the KMBC 'Adding Social Value to Development' supplementary planning document (SPD) adopted in September 2018.

In accordance with item 4.11 of the SPD The Council would especially like to see a Social Value Strategy commit to as many of the following measures as is practicably achievable:

- Provision of apprenticeships (or trainees where apprenticeships are not possible) for Knowsley residents aged under 25, which can be from the construction or end use phases, or a combination of the two;
- Provision of employment opportunities in the end use phase and which have appropriate support to make them suitable for long-term unemployed Knowsley residents (i.e. those who have been out of work for at least two years);
- Provision to notify the Council or any other agency nominated by the Council, of job vacancies arising from both the construction and end use occupation; and
- Provision for delivery of bespoke pre-employment and skills training for Knowsley residents that will provide them with the skills to access the jobs that are being created.

Activity Profile:

Typical examples of the activities that developers, contractors and their supply chain are expected to undertake in support of the above measures include the following:

- Targeted recruitment and training requirements, ensuring that apprenticeship and other work opportunities for Knowsley residents help to alleviate unemployment;
- Targeted vacancy filling, maximising the use of employment support partners;
- Work placements for Knowsley residents designed to support education and learning;
- Participation in education initiatives, supporting the transition between school and work;
- Supporting the local supply chain, helping to develop a wider business base
- Provision of opportunities for social enterprises, which have explicit social, economic or environmental aims

Although this document records the formal strategy, the above list is not exhaustive and Fusion21 will apply a flexible approach to compliance and achieving the targets with the works package contractors in accordance with the applicable SPD.

A wide range of other local employment and training measures may also be secured through this Social Value Strategy, and further examples are provided in Appendix 1 of the SPD.

Our Strategy:

Fusion21 will use its forecasting model to determine the total number of social value weeks that will be required based on the type of project, the construction cost and its duration. (Note: this has been done and is forecast to be 46 weeks)

In order to meet the requirements of the strategy it has been agreed that:

- In consultation with Fusion21 the Contractor will develop a social value delivery plan detailing job/apprenticeship opportunities and other social value activities to be carried out. This will be shared with local services via the Fusion21 social value steering group (SVSG).
- The contractor and their subcontractors will ensure that all vacancies are referred to Fusion21 in the first instance with the aim of recruiting Knowsley residents via the SVSG; however, if vacancies cannot be filled via this route they may recruit elsewhere;
- The contractor will advise Fusion21 of their preferred local labour agency;
- The contractor/subcontractors will support short term voluntary work placements for unemployed adults and NEET's either directly or through the supply chain where safe and practicable. Candidates will not be under 16 years of age (unless KMBC are satisfied that adequate safeguarding procedures are in place) and will have completed appropriate Health and Safety training.
- The developer/contractor will engage with Fusion21 to ensure the provision for delivery of bespoke pre-employment and skills training for Knowsley residents that will provide them with the skills to access the jobs that are being created.
- The contractor will ensure that Fusion21 are provided with all necessary information to be able to monitor outcomes;

End user social value:

- At the earliest possible opportunity, the end user will (with assistance from Fusion21) complete an employment and skills matrix detailing future employment needs and required skills/qualifications. This matrix will be used by Fusion21 and the social value steering group to deliver pre-employment and other training to Knowsley residents to prepare them for upcoming opportunities
- The end user will offer guaranteed interviews to Knowsley residents who have participated in pre-employment/other training as above, however if the candidates are not suitable, they may recruit from elsewhere.

Appendix 1

Explanation Forecasted Weeks

Whilst we are unable to directly influence the type or numbers of jobs created by this development, we will forecast a baseline number of weeks for the provision of social value activities as referenced in the 'Adding Social Value to Development' SPD. The method of calculating the target number of Social Value weeks is driven by an industry approved model for predicting labour requirements according to planning class uses, which then applies regionally specific information sourced from published data by amongst others CITB Construction Skills Network Data.

This approach ensures that social value weeks targets are relevant to specific developments and allows flexibility for outcomes to be delivered which reflect the business needs of Applicants/Developers/Contractors and their supply chain so opportunities created are therefore genuine and sustainable.

This process enables a realistic expectation of outcomes. On a Development of this nature the method of construction is such that traditional trades apprenticeships may not be available within the construction programme, however we would expect to see local employment opportunities and other social value activities being delivered.

We strongly support work placement opportunities and engagement of schools/educational involvement in the development as a whole throughout the RIBA stages, to provide a range of opportunities for students linked more to the overall process of how development and construction works. We believe this will provide a better insight into the industry giving a wider range of careers knowledge which includes technical and professional roles, and encouraging young people to enter into careers in the built environment.

Our preferred method of delivering social value weeks is to have a range of delivery options that we can match opportunities to based on our construction programme, we believe from experience we can deliver meaningful outcomes.

Appendix 2

Monitoring and Reporting

A key element of the delivery of this social value strategy is successful monitoring and reporting of outcomes. To enable this, Fusion21 has employed a dedicated Social Value Coordinator to undertake this piece of work. This will be undertaken in conjunction with the contractor's Site Manager and works package contractors (supply chain).

We will monitor and report on:

- Direct achievements against the baseline target weeks of 46
- Jobs created;
- Apprenticeships created;
- Jobs protected;
- Wider social value support to the local community;
- Local economy and enterprise

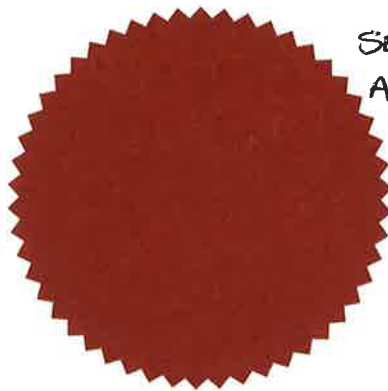
We will provide monitoring on a agreed basis detailing individuals, postcodes, start date, completion date, status (employed, trainee, placement) educational activities. A final report will be submitted collating monthly reports.

A method has been implemented that will enable access to site information to record the start date, and duration of all individuals involved in activities that can be counted towards the outcomes, this will also include those individuals within the Planning Authorities agreed area who we would class as maintaining employment as a result of the intervention by Planning requirements.

SEAL NO 31/67

AUTHORITY:-
22/00109/FUL

THE COMMON SEAL OF THE COUNCIL
was affixed in the presence of:



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