

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

Planning Act 1990

Relating to application for demolition of existing public house and
Erection of two 2-storey apartment blocks (20 dwellings) and associated works

on land at the former Farmer's Arms, Moorefield, Kirkby

Planning Application 23/02015/FUL

Dated 14 February 2024

- (1) Knowsley Metropolitan Borough Council
- (2) Tisa Property Limited
- (3) Capital Choices Limited

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EXECUTION OF DEED

DATE

14 February

2024

PARTIES

- (1) **Knowsley Metropolitan Borough Council** of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) **Tisa Property Limited** (Co. Reg. No. 09506599) of 58 Page Moss Lane, Liverpool, L14 0LX ("**Owner**")
- (3) **Capital Choices Limited** (Co. Reg. No. 12431991) of 2 Shrewsbury Road Wallasey CH44 2BS ("**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 of the Site subject to the entries disclosed on the Charges Register to the title detailed in the First Schedule but otherwise free from encumbrances.
- 3 The Mortgagee is the mortgagee of the Site under a Legal Charge dated 09 September 2020.
- 4 Built Group Limited 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 Council is minded to grant planning permission subject to the prior completion of this Deed.
- 6 The parties to this Agreement agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Regulations 2010 (as amended).

NOW THIS DEED WITNESSES as follows:

OPERATIVE PART

1 DEFINITIONS

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

- 1.1 "**Act**" means the Town and Country Planning Act 1990
- 1.2 "**Application**" means the application for outline planning permission submitted to the Council for the Development and allocated reference number 23/02015/FUL
- 1.3 "**Commencement of Development**" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground

conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **"Commence Development"** shall be construed accordingly

- 1.4 **"Committed"** means any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies
- 1.5 **"Development"** means the demolition of existing public house and the erection of 2no. two storey apartment blocks consisting of 20no. apartments including associated parking, landscaping and boundary treatment pursuant to the Planning Permission or any variations and amendments to the same
- 1.6 **"Dwelling"** means a dwelling (including a house, flat, apartment or maisonette) designed for residential occupation by a single household and to be constructed pursuant to the Planning Permission
- 1.7 **"Index"** means All Items Index of Retail Prices issued by the Office for National Statistics
- 1.8 **"Indexation Date"** means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed
- 1.9 **"Index Linked"** means increased in accordance with the following formula
Amount payable = the Contribution x (A/B) where
A = the figure for the Retail Prices Index (All Items) that applied immediately preceding the date of actual payment; and
B = the figure for the Retail Prices Index (All Items) that applied when the Index was last published prior to the date of this Deed
and **"Indexation"** shall be construed accordingly
- 1.10 **"Interest"** means interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time
- 1.11 **"Occupation"** means occupation of a Dwelling for its intended purpose pursuant to the Planning Permission save for the purpose of construction fitting out security or marketing or display and the expressions **"Occupy"** **"Occupied"** and **"Occupant"** shall be construed accordingly
- 1.12 **"Plan"** means the plan at Annex 2
- 1.13 **"Planning Permission"** means the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application a draft of which is at Annex 1 to this Deed
- 1.14 **"Site"** means the property (including land and any buildings) against which this Deed may be enforced as shown edged red on the Plan and more particularly described in the First Schedule

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

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

3 LEGAL BASIS

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

4 CONDITIONALITY

This Deed is conditional upon the grant of the Planning Permission and the Commencement of Development save for the provisions of clauses 7, 8, 10, 14, 15 and 16 and paragraphs 1.1 and 1.2 of Part 1 of the Second Schedule which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS AND WARRANTY

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

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed
- 7.1.1. the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and
- 7.1.2 the sum of £286 in respect of the Council's administrative costs for registering the obligations contained in this Deed
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services, or in the event of any restructuring of posts by the Council such successor as the Council may from time to time determine, and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith secure the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or ceases to have effect by operation of law or expires before the Development has commenced then:
- a) this Deed shall (except for paragraph b) below) cease to have effect; and
- b) the Council shall forthwith cancel all entries made in the Register of Local Land Charges in respect of this Deed and return to the Owner any payments made under the terms of this Agreement.
- 7.8 No person shall be liable for any breach of any planning obligations or other provisions of this deed after parting with its entire interest in the Site or its interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 Nothing contained or implied in this Deed grants planning permission or other consent or shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a Local Authority and its rights powers duties and obligations under any statute byelaw or regulation may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 7.11 The planning obligations in this Deed shall not be enforceable against:

- 7.11.1 any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant statutory undertaker is occupying the relevant part of the Site for purposes as a statutory undertaker; nor
 - 7.11.2 anyone whose only interest in the Site or any part of it is the nature of the benefit of an easement or covenant, or as the owner of the subsoil of any highway within the Site.
 - 7.11.3 a Protected Tenant;
 - 7.11.4 a mortgagee or chargee with an interest in the Site unless and until they become a mortgagee or chargee in possession in which case they shall be liable as if they were a successor in title to the Owner;
- 7.12 Nothing contained or implied in this Deed shall prejudice affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.13 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party as detailed in this Deed or such other address notified in writing to the other party from time to time. Provided however that
- 7.13.1 any notices to be served upon the Owner or the Mortgagee shall be sent to its Registered Office; and
 - 7.13.2 any notices to be served upon the Council shall be marked for the attention of the Council's Head of Planning
- 7.14 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8 MORTGAGEE'S CONSENT

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 to discharge the obligations contained in 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 Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give 14 days' written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11 INDEXATION

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

12 FORWARD FUNDING

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

13 INTEREST

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

14 VAT

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

15 DISPUTES

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

16 JURISDICTION

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

17 DELIVERY

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

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

FIRST SCHEDULE

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

Details of the Owner's Title

- ▼ The land within title number MS405490 registered at HM Land Registry.

Description of the Site

All that land known as the site of the Farmers Arms, Moorefield, Kirkby Liverpool L33 1XD shown edged red on the Plan at Annex 2.

SECOND SCHEDULE

Owner's Covenants to the Council

Part 1

AFFORDABLE HOUSING

Interpretation

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

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

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

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

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

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

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

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

"Non s.106 Dwelling" means any Dwelling which is not an Affordable Housing Unit.

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

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

"Protected Tenant" means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit.

“Receipts” means the aggregate receivable in each 12 month period in respect of

- (a) the net premium receivable on each disposal of an equity retained on a shared ownership housing unit or other form of intermediate housing after deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative and legal costs and fees) and
- (b) the net premium payable by any person exercising any right to buy an interest in an Affordable Housing Unit after the deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative valuation and legal costs and fees) and
- (c) the amounts repayable to central government or any Registered Provider by any person that has exercised a right to buy an interest at a preferential rate.

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

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

“Social Rent” means rent which is set in accordance with the Government’s rent policy for Social Rent ~~(including Service Charges where applicable)~~ from time to time.

“Social Rent Tenancy” means a tenancy regulated by the Regulator of Social Housing at a Social Rent

The Owner covenants with the Council as follows:

1. AFFORDABLE HOUSING SCHEME

- 1.1 Prior to Commencement of Development to submit the Affordable Housing Scheme to the Council for approval in writing.
- 1.2 Commencement of Development shall not take place until such time as the Affordable Housing Scheme has been approved in writing by the Council.

- 1.3 Thereafter to deliver the Affordable Housing Units as part of the Development in accordance with the Planning Permission and the approved Affordable Housing Scheme.

2. CONSTRUCTION OF THE AFFORDABLE HOUSING UNITS

- 2.1 The Owner will or will procure the construction and completion of the Affordable Housing Units together with all necessary services connections and infrastructure ready for Occupation prior to Occupation of the eighth (8th) Non s.106 Dwelling and shall not cause or permit Occupation more than seven (7) Non s.106 Dwellings until this has been done.

2.2 Construction of the Affordable Housing Units

2.2.1 the Affordable Housing Units shall be constructed in accordance with the standards specified by the Regulator of Social Housing or equivalent successor body in the latest version of its Design and Quality Standards at the time of construction and to no less standard than nor visually distinguishable from the Non s.106 Dwellings; and

2.2.2 completion of the Affordable Housing Units shall be deemed to be either when the NHBC Buildmark Certificate of Choice (or similar equivalent) shall have been issued in respect of the Affordable Housing Unit or when the Local Authority Building Control or approved inspector certifies them all as complete if earlier.

3. DELIVERY MECHANISM

- 3.1 To ensure that each Affordable Housing Unit including its allocated parking space and/or garage (if any) which makes up the Affordable Housing Provision is let under a Social Rent Tenancy or such other form of Affordable Housing as shall be agreed by the Council in writing.
- 3.2 To provide evidence to the Council that the rent set for the Affordable Housing Units is in accordance with the Government's rent policy for Social Rent from time to time (but not more than once in each 12 month period) if reasonably requested by the Council.
- 3.2 To ensure full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Housing Units.
- 3.3 To ensure full and free rights for the passage of water soil electricity gas if provided and other services through the pipes drains channel wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Units.
- 3.4 The Owner shall not without the Council's written consent dispose of the freehold interest or grant a long leasehold interest in the Affordable Housing Units except to a Registered Provider and in any such disposal the Owner shall include provisions requiring the Affordable Housing Units not to be used or Occupied other than in accordance with the provisions of this Part 1 of the Second Schedule of this Deed and be subject to the nomination rights in favour of the Council provided for

in paragraph 4 below and for the avoidance of doubt this paragraph shall not prohibit or prevent the Owner from mortgaging or otherwise charging the Site or part thereof.

- 3.5 If the Development involves the creation or employment of a management company there shall be a management company for all the common parts which serve the Dwellings including the Affordable Housing Units.

4. OCCUPATION

4. Subject to the provisions of paragraph 7:

4.1 from the date of practical completion of the Affordable Housing Units they shall only be used as Affordable Housing; and

4.2 the Owner shall not cause or permit the Affordable Housing Units to be Occupied other than as Affordable Housing under a Social Rent Tenancy; and

4.3 the Affordable Housing Units shall be subject to the following nomination rights:

4.3.1 100% (one hundred percent) of the Affordable Housing Units shall be available for Occupation by nominees of the Council

4.3.2 the timescales and procedures for nominations shall be determined by a Nominations Agreement:

a) in the form specified by the Council; and

b) entered into by the Owner no later than prior to first Occupation of the Affordable Housing Units

4.3.2 nominees of the Council shall Occupy the Affordable Housing Units as soon as reasonably practical following the date of completion of the Affordable Housing Units ("**the Initial Letting**").

4.3.3 upon the Owner obtaining vacant possession of each of the Affordable Housing Units after the Initial Letting all subsequent lettings and re-lettings of the those Affordable Housing Units shall be to nominees of the Council and the timescales and procedures for nominations shall be determined in the Nominations Agreement.

5. REGISTERED PROVIDER

5. If a Registered Provider at any time while having a legal interest in the Affordable Housing Units was but ceases to be accredited or approved by the Regulator of Social Housing or its equivalent successor body the provider shall:

5.1 give notice immediately in writing to the Council of the cessation of accreditation or approval; and

- 5.2 as soon as reasonably possible if required by the Council and subject to obtaining all necessary consents from the Regulator of Social Housing to transfer its legal interest in the Affordable Housing Units to another Registered Provider subject to the provisions of this Deed or to remedy any circumstances giving rise to the cessation of accreditation or approval with the Regulator of Social Housing so as to obtain accreditation or approval; and
- 5.3 until such time as the Affordable Housing Units are transferred if required by the Council or until such accreditation or approval is obtained pursuant to paragraph 5.2 not to increase any rents or service charges above the levels prevailing at the time that the Registered Provider ceased to be approved or accredited.

6. APPLICATION OF RECEIPTS

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

7. EXCLUSIONS

- 7.1 The provisions of this Part 1 of the Second Schedule of this Deed shall not be binding on:
- 7.1.1 a Chargee exercising its power of sale PROVIDING THAT

- (i) the Chargee has given written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Units to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest costs and expenses; and
 - (ii) if such disposal has not completed within a three (3) month period the Chargee shall be entitled to dispose of the Affordable Housing Units free from the provisions in this Part 1 of the Second Schedule which provisions shall determine absolutely in relation to those Affordable Housing Units; or
- 7.1.2 a tenant who has exercised a right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) and any mortgagee or chargee of any of the Affordable Housing Units so acquired or any persons deriving title from them; or
- 7.1.3 a tenant who has exercised any statutory right to buy preserved right to buy or voluntary right to buy (or any equivalent contractual right) and any mortgagee or chargee of any of the Affordable Housing Units so acquired or any persons deriving title from them.

Part 2

FINANCIAL CONTRIBUTIONS

Interpretation

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

"Parks and Gardens Contribution" means the sum of £19,075.28 (nineteen thousand and seventy-five pounds and 29 pence) payable to the Council as a contribution towards the improvement of formal and urban parks and gardens within 1.2km of the Site.

"Children and Young Persons Contribution" means the sum of £8,719.20 (eight thousand seven hundred and nineteen pounds and 20 pence) payable to the Council as a contribution towards the provision or improvement of outdoor facilities for children and young persons (e.g. skate parks and play areas) within 800m of the Site.

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

The Owners covenant with the Council as follows:

1. Prior Occupation of the first Dwelling the Owner shall pay
 - 1.1 the Parks and Gardens Contribution;
 - 1.2 the Childrens and Young Persons Contribution; and

1.3 the Monitoring Fee

to the Council and shall not permit Occupation of any Dwellings until each of these contributions have been paid.

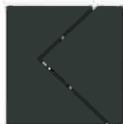
THIRD SCHEDULE

Council's Covenants to the Owner

The Council hereby covenants with the Owner:

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

ANNEX 1 The Draft Planning Permission



Knowsley Council

**REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT**

TOWN AND COUNTRY PLANNING ACT 1990

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

PLANNING PERMISSION

Application No: 23/02015/FUL

Name and address of applicant

Built Group Ltd
278 St Mary's Road
Liverpool
L19 1QD

Name and address of agent

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

Date of Receipt: 26 July 2023

Date Valid: 27 July 2023

Address/Location Of Development:

Mundoxpress Farmers Arms
Moorfield
Tower Hill
Kirkby
Knowsley
L33 1XD

Description of Development:

**DEMOLITION OF EXISTING PUBLIC HOUSE AND THE ERECTION OF 2NO. TWO
STOREY APARTMENT BLOCKS CONSISTING OF 20NO. APARTMENTS
INCLUDING ASSOCIATED PARKING, LANDSCAPING AND BOUNDARY
TREATMENT**

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 shall take place until samples and/or full specification of materials to be used externally on the building 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 with Policy CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

4. Notwithstanding the details submitted in the Phase 1 and 2 Geoenvironmental Report, no development shall take place until an assessment of the risks posed by any contamination has been submitted to and approved in writing by the Local Planning Authority. This assessment must be undertaken by a suitably qualified contaminated land practitioner, in accordance with authoritative guidance (CLR 11), and shall assess any contamination on the site, whether or not it originates on the site.

Moreover, it must include (were relevant):

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:

- human health,
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and
- service lines and pipes,
- adjoining land,
- groundwaters and surface waters,
- ecological systems,
- archaeological sites and ancient monuments.

a. 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.

b. 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.

c. Reporting of Unexpected Contamination

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

d. Importation of Soil/Material

No top 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.

e. Materials Management Plan

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

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

5. No part of the development hereby permitted shall be commenced until a Demolition and Construction Management Plan has been submitted to and agreed in writing by the Local Planning Authority that details the means of mitigation of construction / demolition effects. This shall include but not be limited to the following: -
1. Layout of the site compound including identification of areas for the storage of plants and materials, locating/unloading and turning areas for delivery vehicles for each phase of development as necessary.
 2. Management of deliveries including prevention of waiting/layover construction areas 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.
 3. Details of construction staff parking arrangements.
 4. Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
 5. Methods for dust control and suppression.

6. 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.
7. Details of relevant pest control measures to be taken during both the construction and demolition phases.
8. No construction / demolition work 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 without the prior written permission of the Local Planning Authority.
9. Scheme for recycling/disposal of waste resulting from demolition and construction works

All site works shall then be carried out in accordance with the approved 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 WMB of the Merseyside and Halton Joint Waste Local Plan 2013 and saved Policies H5 and ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

6. Prior to the commencement of development, details of a sustainable surface water drainage scheme and a foul water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The drainage schemes must include:
 - (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 occupation of the proposed development, the drainage schemes shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

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

7. No part of the development consented hereby shall be occupied until the parking provision shown on Drawing 451-1-PLN-02 Rev E and the associated footway crossing modifications have been provided to the satisfaction of the Local Planning Authority and are usable. The parking provision shall be hard surfaced, and shall not drain onto the highway.

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

8. The proposed development shall not be brought into use until precise scheme detail of the proposed cycle storage highlighted on Drawing 451-1-PLN-02 Rev E has been submitted to and approved in writing by the Council as Local Planning Authority. The scheme shall be implemented as agreed before any part of the development 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.

9. None of the approved dwellings shall not be occupied until a scheme for provision of lighting of private communal areas, such as shared parking area, has been submitted to and approved in writing by the Council as Local Planning Authority. The scheme shall be implemented in full accordance with the approved scheme details prior to first occupation of the development."

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

10. Notwithstanding the details shown on the approved drawings, 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.
- d) existing plants / trees to be retained
- e) A detailed regime for the ongoing and longer term maintenance of all soft landscaping is also required to be submitted for approval.

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.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
01/08/2023	451-1-PLN-04	REV A	
01/08/2023	451-1-PLN-05	REV A	
01/08/2023	451-1-PLN-06	REV A	
01/08/2023	451-1-PLN-07	REV A	
27/07/2023	CCG-C-23-13931	-	
27/07/2023	CCG-C-23-13930	-	
27/07/2023	451-1-PLN-010	-	
27/07/2023	451-1-PLN-011	-	
21/12/2023	451-1-pln-03	rev b	
08/11/2023	pp-12317955v1	-	
21/12/2023	451-pln-012	rev e	
06/12/2023	451-1-pln-09	rev b	
28/09/2023	--	-	
28/09/2023	--	-	

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:

- SD1 - Sustainable Development
- CS1 - Spatial Strategy for Knowsley
- CS2 - Development Principles
- CS3 - Housing Supply, Delivery and Distribution
- CS7 - Transport Networks
- CS8 - Green Infrastructure
- CS15 - Delivering Affordable Housing
- CS17 - Housing Sizes and Design Standards
- CS19 - Design Quality and Accessibility in New Development
- CS21 - Greenspaces and Trees
- CS22 - Sustainable and Low Carbon Development
- CS24 - Managing Flood Risk
- CS26 - Waste Management
- CS27 - Planning and Paying for New Infrastructure
- WM8 - Waste Prevention and Resource Management
- WM9 - Sustainable Waste Management Design and Layout of New Development
- H5 - Development within Primarily Residential Areas
- T5 - Location of Major Traffic Generating New Development
- T7 - New Development and Walking & Cycling Routes
- DQ2 - Security in the Built Environment
- ENV2 - Noise and Vibration
- ENV4 - Hazardous Substances
- 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 (John Fleming on 0151 443 2216)

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

The applicant is reminded that it is an offence to allow material carried from the site to be deposited on or cause damage to the highway, as a result of dirty wheels or badly loaded

vehicles. Should this occur, the Council as Local Highway Authority will seek to recover any expenses incurred in clearing, cleaning or repairing highway surfaces and will prosecute offenders under Sections 131, 148 and 149 of the Highways Act 1980.

- 2 The applicant can discuss their drainage proposals with an Engineer from our Developer Services team by email at SewerAdoptions@uuplc.co.uk. Alternative ways to contact the team are detailed in the 'Contacts' section below.

Please note, United Utilities is not responsible for advising on rates of discharge to the local watercourse system. This is a matter for discussion with the Lead Local Flood Authority and / or the Environment Agency (if the watercourse is classified as main river).

The importance of Sustainable Drainage Systems (SuDS)

We strongly encourage all developments to include sustainable drainage systems to help manage surface water and to offer new opportunities for wildlife to flourish. We request that Local Planning Authorities and applicants do all they can to avoid surface water entering the public sewer. The flows that come from this surface water are very large when compared with the foul water that comes from toilets, showers, baths, washing machines, etc. It is the surface water that uses up a lot of capacity in our sewers and results in the unnecessary pumping and treatment of surface water at our pumping stations and treatment works. If new developments can manage flows through sustainable drainage systems that discharge to an alternative to the public sewer, it will help to minimise the likelihood of sewers spilling into watercourses and the flooding of homes and businesses.

Without effective management and maintenance, sustainable drainage systems can fail or become ineffective. We believe we have a duty to advise the Local Planning Authority of this potential risk to ensure the longevity of the surface water drainage system and the service it provides to people. We also wish to minimise the risk of a sustainable drainage system having a detrimental impact on the public sewer network should the two systems interact. We therefore recommend the Local Planning Authority include a condition in any subsequent Decision Notice regarding a management and maintenance regime for any sustainable drainage system that is included as part of the proposed development. The following may be a useful example.

Prior to occupation of the development a sustainable drainage management and maintenance plan for the lifetime of the development shall be submitted to the local planning authority and agreed in writing. The sustainable drainage management and maintenance plan shall include as a minimum:

a. Arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by a resident's management company; and

b. 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.

The development shall subsequently be completed, maintained and managed in accordance with the approved plan.

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.

Please note United Utilities cannot provide comment on the management and maintenance of an asset that is owned by a third party management and maintenance company and we would not be involved in the discharge of the management and maintenance condition in these circumstances.

Adoption and construction of drainage systems

If the applicant intends to offer wastewater assets forward for adoption by United Utilities, their proposed detailed design will be subject to a technical appraisal by our Developer Services team and must meet the requirements outlined in 'Sewerage Sector Guidance Appendix C - Design and Construction Guidance v2-2' dated 29 June 2022 or any subsequent iteration. This is important as drainage design can be a key determining factor of site levels and layout.

Acceptance of a drainage strategy does not infer that a detailed drainage design will meet the requirements for a successful adoption application. We strongly recommend that no

construction commences until the detailed drainage design, has been assessed and accepted in writing by United Utilities. Any work carried out prior to the technical assessment being approved is done entirely at the developer's own risk and could be subject to change.

UNITED UTILITIES PROPERTY, ASSETS AND INFRASTRUCTURE

Where United Utilities' assets cross the proposed red line boundary, developers must contact our Developer Services team prior to commencing any works on site, including trial holes, groundworks or demolition. Please see 'Contacts' section below.

Water pipelines

United Utilities will not allow building over or in close proximity to a water main.

Wastewater pipelines

United Utilities will not allow a new building to be erected over or in close proximity to a public sewer or any other wastewater pipeline. This will only be reviewed in exceptional circumstances.

Nb. Proposals to extend domestic properties either above, or in close proximity to a public sewer will be reviewed on a case by case basis by either by a building control professional or following a direct application to United Utilities (see our website for further details).

Important information regarding water and wastewater pipelines and apparatus

It is the applicant's responsibility to investigate and demonstrate the exact relationship between United Utilities' assets and the proposed development.

A number of providers offer a paid for mapping service, including United Utilities (see 'Contacts' section below). The position of the underground apparatus shown on water and wastewater asset maps is approximate only and is given in accordance with the best information currently available. Therefore, we strongly recommend the applicant, or any future developer, does not rely solely on the asset maps to inform decisions relating to the detail of their site and instead investigates the precise location of any underground pipelines and apparatus. Where additional information is requested to enable an assessment of the proximity of proposed development features to United Utilities assets, the proven location of pipelines should be confirmed by site survey; an extract of asset maps will not suffice. The applicant should seek advice from our Developer Services team on this matter. See 'Contacts' Section below. United Utilities Water will not accept liability for any loss or damage caused by the actual position of our assets and infrastructure being different from those shown on asset maps.

Developer's should investigate the existence and the precise location of water and wastewater pipelines as soon as possible as this could significantly impact the preferred site layout and/or diversion of the asset(s) may be required. Unless there is specific provision within the title of the property or an associated easement, any necessary disconnection or diversion of assets to accommodate development, will be at the applicant/developer's expense. In some circumstances, usually related to the size and nature of the assets impacted by proposals, developers may discover the cost of diversion is prohibitive in the context of their development scheme.

Any agreement to divert our underground assets will be subject to a diversion application, made directly to United Utilities. This is a separate matter to the determination of a planning application. We will not guarantee, or infer acceptance of, a proposed diversion through the planning process (where diversion is indicated on submitted plans). In the event that an application to divert or abandon underground assets is submitted to United Utilities and subsequently rejected (either before or after the determination of a planning application), applicants should be aware that they may need to amend their proposed layout to accommodate United Utilities' assets.

Where United Utilities' assets exist, the level of cover to United Utilities pipelines and apparatus must not be compromised either during or after construction and there should be no additional load bearing capacity on pipelines without prior agreement from United Utilities. This would include sustainable drainage features, earth movement and the transport and position of construction equipment and vehicles.

Any construction activities in the vicinity of United Utilities' assets, including any assets or infrastructure that may be located outside the applicant's red line boundary, must comply with national building and construction standards and where applicable, our 'Standard Conditions for Works Adjacent to Pipelines', a copy of which is available on our website. The applicant, and/or any subsequent developer should note that our 'Standard Conditions' guidance applies to any design and construction activities in close proximity to water pipelines and apparatus that are no longer in service, as well as pipelines and apparatus that are currently operational.

It is the applicant's responsibility to ensure that United Utilities' required access is provided within any proposed layout and that our infrastructure is appropriately protected. The developer would be liable for the cost of any damage to United Utilities' assets resulting from their activity.

WATER AND WASTEWATER SERVICES

If the applicant intends to receive water and/or wastewater services from United Utilities they should visit our website or contact the Developer Services team for advice at the earliest opportunity. This includes seeking confirmation of the required metering arrangements for the proposed development. See 'Contacts' Section below.

If the proposed development site benefits from existing water and wastewater connections, the applicant should not assume that the connection(s) will be suitable for the new proposal or that any existing metering arrangements will suffice. In addition, if reinforcement of the water network is required to meet potential demand, this could be a significant project and the design and construction period should be accounted for.

In some circumstances we may require a compulsory meter is fitted. For detailed guidance on whether the development will require a compulsory meter please visit <https://www.unitedutilities.com/my-account/your-bill/our-household-charges-2021-2022> and go to section 7.7 for compulsory metering.

To promote sustainable development United Utilities offers a reduction in infrastructure charges for applicant's delivering water efficient homes and draining surface water sustainably (criteria applies). For further information, we strongly recommend the applicant visits our website when considering any water or wastewater design <https://www.unitedutilities.com/builders-developers/your-development/planning/building-sustainable-homes/>

Business customers can find additional information on our sustainable drainage incentive scheme at <https://www.unitedutilities.com/Business-services/retailers/incentive-schemes/>

To avoid any unnecessary costs and delays being incurred by the applicant or any subsequent developer, we strongly recommend the applicant seeks advice regarding water and wastewater services, and metering arrangements, at the earliest opportunity. Please see 'Contacts' Section below.

CONTACTS

Website

For detailed guidance on water and wastewater services, including application forms and the opportunity to talk to the Developer Services team using the 'Live Chat' function, please visit: <http://www.unitedutilities.com/builders-developers.aspx>

Email

For advice on water and wastewater services or to discuss proposals near to pipelines, email the Developer Services team as follows:

Water mains and water supply, including metering - DeveloperServicesWater@uuplc.co.uk

Public sewers and drainage - SewerAdoptions@uuplc.co.uk

Telephone - 0345 072 6067

Property Searches (for asset maps):

A number of providers offer a paid for mapping service including United Utilities. For more information, or to purchase a sewer and water plan from United Utilities, please visit <https://www.unitedutilities.com/property-searches/>

Water and sewer records can be viewed for free at our Warrington Head Office by calling 0370 751 0101. Appointments must be made in advance. Public sewer records can be viewed at local authority offices. Arrangements should be made directly with the local authority.

We request that a copy of this letter is made available to the applicant.

Yours faithfully

The Planning, Landscape and Ecology Team

- 3 As part of the further information requested, a supplementary investigation should be undertaken following the building demolition. In addition, six rounds of gas monitoring have been proposed with one set of results reported within the June 2023 report. It is advised that the completed dataset and updated ground gas risk assessment should be submitted once monitoring has been completed.
- 4 The Fire Authority requests that any decision notice includes the following information;

The plans relating to the above application have been examined and below are the Fire Authority's observations:

- Access for fire appliances should comply with the requirements of Section B5, Schedule 1 of the Building Regulations. Provisions for access will depend on the size and use of the building. The design of the access route, for example minimum road widths and maximum reversing distances, should also be considered (Appendix A, attached).

- In accordance with Section 55 of the County of Merseyside Act 1980, the position of the premises should not compromise or impede existing means of fire service access to a neighbouring building.

- Water supplies for firefighting purposes (Appendix B) should be risk assessed in accordance with the undermentioned guidance in liaison with the water undertakers (United Utilities - 0161 907 7351) with suitable and sufficient fire hydrants supplied.

- Housing

Housing developments with units of detached or semidetached houses of not more than two floors should have a water supply capable of delivering a minimum of eight litres per second through any single hydrant. Multi occupied housing developments with units of more than two floors should have a water supply capable of delivering a minimum of 20 to 35 litres per second through any single hydrant on the development.

Executive Director - Regeneration and Economic Development

Date: 6 February 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.

Location Plan

Site Address: **Mundoxpress Farmers Arms, Moorfield, Tower Hill, Kirkby, L33 1XD**

Date Produced: **26-Jul-2023**

Scale: **1:1250 @A4**



Planning Portal Reference: **PP-12317955v1**

0 50
Metres

ANNEX 2 The Plan

EXECUTION

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



Nick

Authorised Sign

Seal No. 313

Authority: 23/02015/FUL

2DC

Executed as a deed by

TISA PROPERTY LIMITED acting by

T. TH

(name of director)

a director, in the presence of:

D.B.

(signature of witness)

Name Of Witness In Block Capitals: DAVID

Address Of Witness: 2

Occupation Of Witness: Director

[Signature]

[SIGNATURE OF DIRECTOR]

Director

Executed as a deed by

CAPITAL CHOICES LIMITED acting by

T. THURAI

(name of director)

a director, in the presence of:

D.B.

(signature of witness)

Name Of Witness In Block Capitals: D

Address Of Witness: 2

Occupation Of Witness: Director

[Signature]

[SIGNATURE OF DIRECTOR]

Director

QD