

Planning Obligation by Deed under Section 106 of the Town and Country Planning Act 1990

Relating to an application for the erection of a car dealership and associated development

on land at Coppice Lane Huyton Knowsley L35 1QY

Planning Application 24/00594/FUL

Dated.....

(1) Knowsley Metropolitan Borough Council

(2) Mclean & Appleton Limited

(3) Barclays Bank PLC

DATE

PARTIES

- (1) **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) **MCLEAN AND APPLETON LIMITED** (Co. Reg. No 00196839) whose registered office is at Hatfields, Thornton Road, Pickering, North Yorkshire, England ("**Owner**")
- (3) **BARCLAYS BANK PLC** (Co. Reg. No. 01026167) whose registered office is at 1 Churchill Place, London, E14 5HP ("**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 owner of the freehold of the Site registered at HM Land Registry under Title Number MS692692 with Title Absolute.
- 3 The Mortgagee is the mortgagee of the Site under a Registered Charge dated 28 April 2022.
- 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 Council is minded to grant planning permission subject to the prior completion of this Deed.
- 6 In accordance with the Council's Supplementary Planning Documents on Planning Contributions and Social Value the Owner covenants to perform the obligations set out in this deed and agrees 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 planning permission submitted to the Council for the Development and allocated reference number 24/00594/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 erection of car dealership comprising car showroom, offices, car servicing and MOT workshop and testing facility together with external parking and car storage area and conversion of existing HGV servicing workshop to form car repair centre and bodyshop
- 1.6 “**Index**” means All Items Index of Retail Prices issued by the Office for National Statistics
- 1.7 “**Indexation Date**” means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed
- 1.8 “**Index Linked**” means 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
- 1.9 “**Plan**” means the plan at Annex 2 to this Deed with Planning Portal reference PP-13439584v1
- 1.10 “**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
- 1.11 “**Site**” means the property (including land and any buildings) against which this Deed may be enforced registered under Title Number MS692692 as shown edged red on the Plan and more particularly described in the First Schedule
- 1.12 “**Working Day**” means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 2 January inclusive.

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.
- 3.3 The obligations in clause 4 and 5 of this Deed are conditional on the grant of Planning Permission.

4 OWNER'S COVENANTS

The Owner covenants with the Council as set out in the Second Schedule.

5 THE COUNCIL'S COVENANTS

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

6 MISCELLANEOUS

- 6.1 The Owner shall pay to the Council on or before completion of this Deed:
- 6.1.1. the sum of £950 in respect of the Council's reasonable legal costs incurred in the negotiation, preparation and execution of this Deed; and
- 6.1.2 the sum of £315 in respect of the Council's reasonable administrative costs for registering the obligations contained in this Deed.
- 6.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.3 This Deed shall be registrable as a local land charge by the Council and the Council shall record that the requirements of this Deed have been satisfied by the Owner.
- 6.4 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.
- 6.5 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.

- 6.6 The obligations in this Deed will not be enforceable against any party acquiring an interest in the Site solely by way of registered legal charge or mortgage, unless that party takes possession of the Site, in which case they will be bound by obligations of this Deed as an owner, in relation to any parts of the Site over which it has a legal charge but not further or otherwise and provided that, at all times the rights and obligations in this clause shall not require any mortgagee or chargee to act contrary to its duties under the charge or mortgage and the Council must give full consideration to protecting the interests of the mortgagee or chargee in respect of monies outstanding under the charge or mortgage.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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
- 6.10.1 any notices to be served upon the Owner shall be sent marked for the attention of Stuart Baldwin at Hatfield, Thornton Road, Pickering, YO18 7JX with a copy to also be sent by email to: stuart.baldwin@hatfields.co.uk;
- 6.10.2 any notices to be served upon the Council shall be marked for the attention of the Council's Head of Planning; and
- 6.10.3 any notices to be served upon the Mortgagee shall be sent marked for the attention of the Relationships Director in respect of the land at Coppice Lane, Huyton, Knowsley at Barclays Bank PLC, 2nd Floor, 1 Park Row, Leeds LS1 5AB.
- 6.11 If the Council agrees
- 6.11.1 to any variation or release of any condition contained in the Planning Permission pursuant to an application under section 73 of the Act; or
- 6.11.2 to any variation of the description and/or conditions of the Planning Permission pursuant to an application under section 73B of the Act (if brought into force pursuant to ss.110 and 255(3)(b) of the Levelling Up and Regeneration Act 2023);
- 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 or 73B 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.

7 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).

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 or transferred 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 this Deed is paid late, Interest will be payable from the date payment is due to the date of payment at 4% (four per cent) above the base lending rate of Barclays Bank plc from time to time.

13 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable subject always to the Owner being provided with a valid VAT invoice addressed to it.

14 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.

15 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

The Site

The freehold land shown edged red on the Plan being land at Coppice Lane, Huyton (a.k.a plots 3 and 4 Cronton Road, Tarbock Green, Prescot) Knowsley L35 1QY registered at HM Land Registry under title number MS692692.

SECOND SCHEDULE

Owner's Covenants to the Council

Interpretation

1. In this Part 1 the following words and phrases shall have the meanings:
 - 1.1 **"Monitoring Contribution"** means the sum of £1,000 (one thousand pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.
 - 1.2 **"Social Value Strategy"** means a strategy for providing training programmes and delivering social value during construction and end use phases of the Development as required and described in the SPD and which has been
 - a) submitted by the Owner in support of the Application;
 - b) approved by the Council as part of the Planning Permission; and
 - c) a copy of which is at Annex 3 to this Deed.
 - 1.3 **"Social Value Contribution"** means the sum of £5,731 (five thousand seven hundred and thirty one pounds) to be used by the Council's approved partner organisation to support and monitor the provision of social value activity relevant to the Development in accordance with the approved Social Value Strategy. Social Value activity may include but shall not be limited to the provision of apprenticeships, local employment and trainee placements.
 - 1.4 **"SPD"** means the Council's adopted SPD "Adding Social Value to Development: Employment and Skills" September 2018
2. The Owner covenants to pay the Social Value Contribution and the Monitoring Contribution to the Council prior to Commencement of Development.
3. The Owner covenants not to Commence Development until the Social Value Contribution and the Monitoring Contribution have been paid to the Council.

THIRD SCHEDULE

Council's Covenants to the Owner

The Council hereby covenants with the Owner:

- 1 To issue the Planning Permission promptly following completion of this Deed
- 2 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 Council shall agree.
- 3 To 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.
- 4 To provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the proper expenditure by the Council of the sums paid by the Owner under this Deed in accordance with the terms of this Deed.
- 5 That 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 the Council shall return to the Owner any payments made under the terms of this Deed within 20 Working Days of receipt of a written request from the Owner.

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: 24/00594/FUL

Name and address of applicant

Hatfields Automotive
Thornton Road
Pickering
North Yorkshire
YO18 7JX

Name and address of agent

Taylor Design Architects Limited
Norcliffe House
Station Road
Wilmslow
SK9 1BU

Date of Receipt: 4 November 2024

Date Valid: 4 November 2024

Address/Location Of Development:

Daf Trucks
Coppice Lane
Huyton
Knowsley
L35 1QY

Description of Development:

ERECTION OF CAR DEALERSHIP COMPRISING CAR SHOWROOM, OFFICES, CAR SERVICING AND MOT WORKSHOP AND TESTING FACILITY TOGETHER WITH EXTERNAL PARKING AND CAR STORAGE AREA AND CONVERSION OF EXISTING HGV SERVICING WORKSHOP TO FORM CAR REPAIR CENTRE AND BODYSHOP AND INCLUDING DEMOLITION OF EXISTING DAF TRUCKS BUILDING

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. No above ground development shall commence (excluding the demolition of existing structures) until:

- a) a scheme of intrusive investigations has been carried out on site to establish the risks posed to the development by past shallow coal mining activity; and
- b) any remediation works and/or mitigation measures to address land instability arising from coal mining legacy, as may be necessary, have been implemented on site in full in order to ensure that the site is made safe and stable for the development proposed.

The intrusive site investigations and remedial works shall be carried out in accordance with authoritative UK guidance.

Prior to first occupation of the development, a signed statement or declaration prepared by a suitably competent person confirming that the site is, or has been made, safe and stable for the approved development shall be submitted to and agreed in writing by the Local Planning Authority. This document shall confirm the methods and findings of the intrusive site investigations and the completion of any remedial works and / or mitigation necessary to address the risks posed by past coal mining activity.

Reason: The undertaking of intrusive site investigations, prior to the commencement of development, is considered to be necessary to ensure that adequate information pertaining to ground conditions and coal mining legacy is available to enable appropriate remedial and mitigatory measures to be identified and carried out before building works commence on site. This is in order to ensure the safety and stability of the development, in accordance with paragraphs 189 and 190 of the National Planning Policy Framework and to comply with Policy CS2 of the Knowsley Local Plan Core Strategy adopted January 2016

4. The site shall soft landscaped in accordance with the approved drawing Soft Landscape Proposals reference Drg Nos: ASA-745-DR-001 received 03.02.2025 and the soft landscaping shall be completed the first available planting and seeding seasons which will be either the planting season during when the development is first used or the planting season following the first use of the site in the event that the development is first used outside of the planting season.

Notwithstanding any submitted details prior to any planting occurring details of proposed arrangements for initial establishment and maintenance, and longer term maintenance for a period of 30 years, of all planted and turfed areas shall be submitted to and approved in writing by the Local Planning Authority.

Any tree or other planting which is lost, felled, removed, becomes diseased, or is substantially damaged within a period of 30 years thereafter shall be replaced in kind during the first available planting season following the date of loss or damage.

No development shall be carried out until the trees to be retained have been protected by fencing in accordance with details previously submitted to and agreed in writing by the Local Planning Authority as part of the landscape scheme. The fencing shall accord with BS5837:2012, be of a minimum height of 2.3 metres, which shall use vertical and horizontal scaffolding poles with the uprights driven well into the ground and well braced to resist impact has been installed. Onto this, weldmesh panels (without the use of rubber or concrete feet) should be securely fixed.

At least five days written notice shall be given to the Local Planning Authority of the intention to commence development. The protective fencing referred to above 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: In the interests of visual amenity and to comply with Policies CS2, CS19 and CS21 of the Knowsley Local Plan Core Strategy, adopted January 2016 and saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

5. Details of bird boxes shall be submitted to and agreed in writing prior to the soft landscaping works pursuant to Condition 4 being planted. The scheme shall include the number, type (pictorial and to scale), height from ground level and location of the boxes on an appropriately scaled plan as well as the timing of installation. The scheme shall be implemented in accordance with the agreed timetable of implementation. For the avoidance of doubt evidence of implementation (i.e. photographs) will need to be provided to the Local Planning Authority to enable discharge of the condition.

Reason: In the interests of biodiversity and to comply with Policies CS2 and CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

6. The hard landscape works shall be carried out in accordance with the details shown on the approved drawing Proposed Site Plan referenced Drg Nos 101 Rev P4 received 06.05.2025 and shall be implemented prior to the first use of the development hereby permitted.

Reason: In the interests of visual amenity and to comply with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016.

7. Prior to the commencement of development a Construction Environmental Management Plan shall be submitted to, and approved in writing by the Local Planning Authority. The Construction Environmental Management Plan shall include the following matters:

- a) Methods for the mitigation of noise and vibration from building 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) Layout of site compound including identification of areas for the storage of plant and materials, loading / unloading and turning areas for delivery vehicles.
- e) 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.
- f) Pest and vermin control measures should any such be found to be on the site.
- g) A programme of works including any phasing.
- h) Demolition and Construction staff parking arrangements.
- i) Adequate provision for addressing any abnormal wear and tear to the highway.
- j) Hours of demolition, construction work and deliveries.

Typically acceptable hours of demolition and construction work, and deliveries, are Monday to Friday 8am - 6pm, Saturdays 8am - 1pm with no works or deliveries taking place on Sundays and Public Holidays.

The approved Construction Environmental Management Plan shall be complied with throughout the construction period for the development unless otherwise agreed in writing with the Local Planning Authority.

Reason: In the interests of residential amenity and highway safety and to comply with Policies CS2 and CS19 Knowsley Local Plan Core Strategy, adopted January 2016 and saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

8. Notwithstanding any submitted scheme prior to the commencement of development a scheme for the provision and implementation of a surface water sustainable drainage scheme to manage the risk of flooding from both overland flow and from the sewer network shall be submitted to and agreed in writing, by the Local Planning Authority (and shall also indicate how it would operate with the drainage for Phases 1 and 2 of planning application 17/00301/HYB). The agreed scheme shall be implemented in full prior to the first occupation of the development. For the avoidance of doubt, the surface water drainage scheme must be in accordance with the Non - Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards and the surface water discharge rate must be restricted to 45.0l/s, unless otherwise agreed or specified in writing by the Local Planning Authority

Reason: To prevent increased risk of flooding by ensuring the satisfactory storage of and disposal of surface water from the site and to comply with Policies CS2 and CS24 of the Knowsley Local Plan Core Strategy (January 2016).

9. Notwithstanding any submitted information prior to the first occupation of any part of the development a Management and Maintenance Plan for the sustainable drainage system for that phase 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:

- o The arrangements for adoption by an appropriate public body or statutory undertaker or details of provision for management and maintenance by an agreed management company.

- o A schedule for on - going inspections relating to performance and condition.

o Details for planned maintenance and a mechanism for remedial and urgent repair works

o Means of access for inspection and maintenance purposes.

The plan(s) shall be implemented in accordance with the timeframes contained within it/them.

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

10. Contaminated Land

Notwithstanding any submitted development the following shall apply:

A. Risk Assessment

No development shall take place until an assessment of the risks posed by any contamination within those phases 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.

B. Submission of Remediation Scheme

Where land affected by contamination is found which poses unacceptable risks in any phase, 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 being brought into use.

E. 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: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and saved Policy ENV5 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

11. External lighting to be installed shall only be in accordance with the approved drawing details External Lighting Levels Layout referenced Drg Nos JBR24029/E/800 Rev T2.

Reason: In the interests of residential amenity and to comply with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016 and Saved Policy ENV3 of the Knowsley Local Plan Core Strategy adopted June 2006.

12. Prior to the first use of the development hereby permitted the recommendations as per the approved documents, detailed below, included with the application shall be implemented.

- Acoustic planning report, Beacon 62, Cronton Road, Huyton - Sandy Brown Consultants, Ref: 024764-R01-A, 18th December 2024.

- Email from Jonathan Ravenscroft of Taylor Design to Lee Osborne (Planning Officer), dated 26th November 2024 at 07:26, detailing information from queries from previous memo and with the External lighting levels layout, JBR Consulting, Nov-24, JBR24029/E/800.

- Noise: Assessment of noise egress, Beacon 62, Cronton Road, Huyton - Sandy Brown Consultants, Memo M001-A, Dated 8th April 2019.

- Email from Jonathan Ravenscroft of Taylor Design to Lee Osborne (Planning Officer), dated 22nd April 2025 at 15:11, detailing clarification from queries in relation to noise issues.

Documentary evidence of the works shall be submitted to and approved in writing by the Local Planning Authority prior to first use of the site.

Reason: In the interests of residential amenity and to comply with Policy CS19 of the Knowsley Local Plan, adopted January 2016 and saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

13. 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 BS4142:2014, 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: In the interests of residential amenity and to comply with Policy CS19 of the Knowsley Local Plan, adopted January 2016 and saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

14. The use hereby permitted shall not operate outside the hours 8am - 6pm Mondays - Fridays, 9am - 5pm Saturdays and 10am - 4pm on Sundays and Public Holidays.

Reason: To safeguard the amenities of nearby residents and to comply with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016 and saved Policy EN2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

15. The development hereby permitted shall not be brought into use until the areas indicated on the approved plans to be set aside for parking, servicing, vehicular manoeuvring (including provision for pedestrians / cyclists) have been surfaced, drained and permanently marked out or demarcated in accordance with the details and specifications shown in Drawing Number 101 revision P3. These areas shall be retained as such thereafter.

Reason: In the interests of highway and pedestrian safety and to comply with Policies CS2 and CS7 of the Knowsley Local Plan Core Strategy adopted January 2016.

16. Prior to the development hereby permitted coming into use a scheme for the provision of cycle and motorcycle parking, in accordance with the Council's current standards, has been submitted to and approved in writing by the Local Planning Authority. The agreed scheme shall be implemented before the development hereby permitted comes into first use and shall be retained as such thereafter. 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 and motorcycles on the site and to comply with Policies CS2 and CS7 of the Knowsley Local Plan Core Strategy adopted January 2016.

17. Within 3 months of the development hereby permitted being brought into use a Travel Plan must be submitted to and approved in writing by the Council as Local Planning Authority. The Plan shall include immediate, continuing and long-term measures to promote and encourage alternative modes of transport to the single-

occupancy car. For the avoidance of doubt, the Travel Plan shall include, but not be limited to:

- Involvement of employees.
- Information on existing transport policies, services and facilities, travel behaviours and attitudes.
- Access for all modes of transport.
- Targets for mode share.
- Resource allocation including Travel Plan Co-ordinator and budget.
- A parking and management strategy.
- A marketing and communications strategy.
- Appropriate measures and actions to reduce car dependence and encourage sustainable travel.
- An action plan, including a timetable for the implementation of each of the above.
- Mechanisms for monitoring, reviewing and implementing the Travel Plan.

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

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

Reason: To maximise opportunities for travel by modes of transport other than the private car, and to ensure that the development is sustainable and to comply with Policies CS2 and CS7 of the Knowsley Local Plan Core Strategy adopted January 2016 and saved Policy T9 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

18. The development hereby permitted shall not be brought into use until a Delivery / Servicing Management Plan has been submitted to and agreed by the Local Planning Authority. The agreed Plan shall be adhered to at all times the development is in use thereafter.

Reason: To ensure a satisfactory regime of deliveries and service vehicle management in the interests of highway and pedestrian safety and to comply with Policies CS2 and CS7 of the Knowsley Local Plan Core Strategy adopted January 2016

19. Prior to the first use of the development hereby permitted, the Electric Vehicle Charging Points shown on the approved drawings shall all have been provided; the charge points shall be:

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

and retained at all times unless otherwise agreed in writing by the Local Planning Authority.

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

20. The development hereby permitted shall not commence until a biodiversity gain plan has been submitted to and approved in writing by the Local Planning Authority. The biodiversity gain plan must include :
- (a) information about the steps taken or to be taken to minimise the adverse effect of the development on the biodiversity of the onsite habitat and any other habitat;
 - (b) the pre-development biodiversity value of the onsite habitat;
 - (c) the post-development biodiversity value of the onsite habitat;
 - (d) any registered offsite biodiversity gain allocated to the development and the biodiversity and the biodiversity value of that gain in relation to the development;
 - (e) any biodiversity credits purchased for the development; and
 - (f) any such other matters as the Secretary of State may by regulations specify.

The biodiversity gain plan approved shall be implemented prior to the permitted development coming into use.

Reason: To comply with paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 and Policies CS2, CS8, CS19 and CS21 of the Knowsley Local Plan Core Strategy adopted January 2016.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
06/05/2025	201	P2	WET VALET PLANS AND ELEVATIONS
06/05/2025	203	P2	PROPOSED GF PLAN
06/05/2025	204	P2	PROPOSED FF PLAN
06/05/2025	205	P2	PROPOSED ROOF PLAN
06/05/2025	301	P2	PROPOSED ELEVATIONS
07/01/2025	JBR24029/E/800	T2	EXTERNAL LIGHTING LEVELS LAYOUT
19/12/2024	024764-R01-A	-	ACOUSTIC PLANNING REPORT (SANDY BROWN CONSULTANTS)
19/12/2024	M001-A	-	ASSESSMENT OF NOISE EGRESS FROM PREDICTED HGV MOVEMENTS
26/11/2024	EMAIL	-	EMAIL FROM JONATHAN RAVENSCROFT OF TAYLOR DESIGN TO LEE OSBORNE (PLANNING OFFICER) DATED 26 NOVEMBER 2024 (07.26) DETAILING INFORMATION FROM QUERIES FROM PREVIOUS MEMO.
22/04/2025	EMAIL	-	EMAIL FROM JONATHAN RAVENSCROFT (TAYLOR DESIGN) TO LEE OSBORNE (PLANNING

			OFFICER) DATED 22 APRIL 2025 (15.11) DETAILING CLARIFICATION FROM QUERIES IN RELATION TO NOISE ISSUES.
19/12/2024	18430	-	FUSION 21 SOCIAL VALUE STRATEGY
24/01/2025	328190	-	TECHNICAL NOTE (MODE TRANSPORT PLANNING)
08/11/2024	17174	-	NOISE ASSESSMENT TECHNICAL NOTE (M001-A) OCTOBER 2019 - SANDY BROWN CONSULTANTS
08/11/2024	-	-	LOCATION PLAN
08/11/2024	240798	-	AIR QUALITY ASSESSMENT OCTOBER 2024 (RAPPORT)
08/11/2024	10523.004 V1.0	-	ARBORICULTURAL IMPACT ASSESSMENT OCTOBER 2024 (INC TREE SURVEY AND METHOD STATEMENT)
03/02/2025	ASA-745-DR-001	REV P1	SOFT LANDSCAPE PROPOSALS
06/05/2025	101	REV P4	PROPOSED SITE PLAN

REASON(S) FOR THE GRANTING OF PLANNING PERMISSION

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

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 (Lee Osborne on 0151 443 2395)

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.

DRAFT

IMPORTANT NOTES FOR YOUR ATTENTION:

1. This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, bylaw, order or regulation.
2. This permission refers only to those plans submitted as part of the Planning Application a copy of which is retained by the Local Planning Authority. The Local Planning Authority should be contacted in writing if it is proposed to amend these plans in any way as a further permission, may be required.
3. You should ensure that you understand the requirements of all planning conditions and that you fully comply with their requirements. If you are in any doubt about what a condition requires of you, please ask us for assistance. Planning conditions may require you to submit further information to us and await our approval before you can start your development. A failure to do so could result in your development being unlawful and necessitate the submission of a further planning application. A failure to comply with the conditions of the permission/consent may result in the taking of enforcement and potentially legal action, against you to remedy the breach of planning control.
4. A fee is normally payable to discharge planning conditions in accordance with government regulations.
5. This permission does not convey any rights or approval to build on, or develop, any land that is not fully owned or controlled by you, including on party boundaries. You should satisfy yourself that the agreement of any adjoining landowners has been given prior to commencing any building works.
6. If a Building Regulations Consent is required for these works it is your responsibility to ensure that the plans submitted for both the Building Regulations Consent and Planning Permission are the same in all respects. Should the plans relating to one consent vary from the other, it will be necessary for you to submit amended plans to this Department and obtain the relevant approval(s) prior to commencing any works. Knowsley Council's Building Control team are contactable on (0151)-443 2342 and they would be pleased to assist you.

Appeals to the Secretary of State

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

ANNEX 2 The Plan

Location Plan

Site Address: Easting: 345914 Northing: 389272

Date Produced: 04-Nov-2024

Scale: 1:1250 @A4



ANNEX 3

The Approved Social Value Strategy

Knowsley Borough Council

Social Value Strategy

Developer Name: McLean & Appleton Limited

Planning Ref: 24/00594/FUL

Fusion21 Ref: 18430





Introduction

It is a planning condition that McLean & Appleton Limited submit a Social Value Strategy for the development at Coppice Lane, Huyton.

On approval of this strategy by Knowsley Borough Council (KMBC), it will form a compliance document and will be implemented by McLean & Appleton Limited, supported by a site-specific Social Value Delivery Plan which Fusion21 will develop with the developer and/or the main contractor once appointed. Fusion21 has been engaged by KMBC to support the delivery of this strategy.

A section 106 agreement or unilateral undertaking is intended by KMBC to secure the provision of social value strategies by way of a commuted sum contribution towards specified social value projects provided by the Council's approved partner(s). In either case, the Supplementary Planning Document (SPD) notes that a commuted sum may also be sought towards the costs of preparing and monitoring the Social Value Strategies [paragraph 5.4].

Planning policy context

National Policy Context - National Planning Policy Framework (February 2019)

The overarching aim of the revised 2019 National Planning Policy Framework is to proactively deliver sustainable development to support the Government's economic growth objectives and deliver the development the country needs. Paragraph 8 sets out the three overarching objectives for the planning system to achieve sustainable development, one of which is:

“

A social objective – to support strong, vibrant, and healthy communities, by ensuring that a sufficient number and range of homes can be provided to meet the needs of present and future generations; and by fostering a well-designed and safe built environment, with accessible services and open spaces that reflect current and future needs and support communities' health, social and cultural well-being.

”



“

Paragraph 9 further states:

Planning policies and decisions should play an active role in guiding development towards sustainable solutions, but in doing so should take local circumstances into account, to reflect the character, needs and opportunities of each area.

”



Paragraph 38 also states:

Local planning authorities should approach decisions on proposed development in a positive and creative way. They should use the full range of planning tools available, including brownfield registers and permission in principle, and work proactively with applicants to secure developments that will improve the economic, social, and environmental conditions of the area.

”





Local policy context – Knowsley ‘Adding social value to development supplementary planning document’

The ‘Knowsley: Adding Social Value to Development: Employment and Skills SPD’ was adopted by KMBC in September 2018. The SPD is driven by the Council’s aspiration to see additional benefits (known as social value) incorporated into its housing and other development opportunities.

Social value is identified as the additional economic, social, and environmental benefits that can be created as part of a development. The requirement for applicants for major developments to agree to a Social Value Strategy is intended by KMBC to ensure developers make a positive contribution to the local area during the construction phase of a development.

The SPD guides how the council will implement the requirements of the SPD, by requesting that developers in the borough prepare and implement a Social Value Strategy in a case where their scheme meets or exceeds the designated threshold. It outlines the process for creating Social Value Strategies and identifies the kind of social value outcomes which could be expected from new major developments. Such strategies will commit to maximising the employment and training of local people during the construction phase and in the completed development, helping to develop the resident workforce skills. There will also be a route to employment for local people [paragraph 1.4].

The SPD stipulates that KMBC would like to see a Social Value Strategy commit to as many of the following measures as is practicably achievable:

- ✓ Provision of apprenticeships 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, particularly those 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.
- ✓ Provision for delivery of bespoke pre-employment and skills training for Knowsley residents to provide them with the skills to access the jobs that are being created.

Knowsley 2030

Throughout 2019, the organisations that make up the Knowsley Better Together Partnership worked closely with local residents, businesses, community groups and others to develop a long-term strategy for Knowsley.

Knowsley 2030 outlines a series of shared aims for the future. The aspiration is that by 2030, Knowsley will be:

- A place with welcoming, vibrant, well-connected neighbourhoods and town centres.
- A place with a thriving, inclusive economy, with opportunities for people and business.
- A place where people are active and healthy and have access to the support they need.
- A place where people of all ages are confident and can achieve their full potential.
- A place where strong and safe communities can shape their future.

This Social Value Strategy has been designed to help realise the ambitions set out in the Knowsley 2030 strategy.

Our strategy and approach

Social value target

The Section 106 (S106) Agreement will set out a minimum social value target that must be delivered during the project's construction phase. For this development the target is:

36 social value weeks.

The method for calculating the target number of social value weeks is driven by an industry-approved model for addressing construction skills shortages in the local area. The Knowsley model applies regionally specific data published by the CITB Construction Skills Network Data.

The Knowsley social value weeks forecasting tool is aligned to planning class uses and reflects the standard industry measurement of labour as 'labour weeks' based on typical construction output. This approach ensures that targets are relevant to specific developments and reflect the business needs of Applicants/Developers/Contractors and their supply chains, so opportunities created are proportionate and sustainable.



Our approach

Knowsley 2030	Activity profile and measures
A place with welcoming, vibrant, well-connected neighbourhoods and town centres.	- Place communities at the heart of the town centre development by ensuring that any opportunities generated during the construction phase of the project benefit local people. See individual measures below. - Local people are given an opportunity to design artwork for the site hoarding. (Number of people involved).
A place with a thriving, inclusive economy, with opportunities for people and business.	- Meet the buyer events to engage Knowsley businesses. (Number of events and local participants). - Business mentoring for Knowsley businesses. (Number of businesses supported). - Subcontracting opportunities awarded to Knowsley businesses. (Number of subcontracting packages awarded and value of packages).
A place where people of all ages are confident and can achieve their full potential.	- Employment opportunities created for Knowsley residents. (Number of weeks). - Apprenticeship opportunities created for Knowsley residents. (Number of weeks). - Careers events to engage Knowsley Young People (virtual and in-person). (Number of events and beneficiaries). - Mentoring opportunities provided for Knowsley residents. (Number of opportunities and beneficiaries). - Site Visits for Knowsley young people. (Number of visits and beneficiaries). - Work experience opportunities for Knowsley young people, (Number of weeks and beneficiaries). - Knowsley T-Level students supported to access long-term work experience opportunities. (Number of weeks and beneficiaries). - Support for individuals taking part in Sector-Based-Work-Academy Programmes by offering site placements as part of their training. (Number of individuals supported and days/weeks spent on site).
A place where strong and safe communities can shape their future.	- Support for local VCSE businesses/groups by donating time, materials, and equipment. (Number of volunteer days and value of donations). - Knowledge share with local VCSE groups/mentoring. (Number of volunteer hours/days).

These activities combined will deliver the required social value target of 36 weeks.

Monitoring and reporting social value outcomes

A key element of the delivery of this Social Value Strategy is successful monitoring and reporting outcomes. Fusion21 will lead this area of work on behalf of KMBC and has a dedicated member of staff who will assume overall responsibility for monitoring and reporting outcomes. This will be undertaken in conjunction with the developer/main contractor who will provide Fusion21 with the necessary information to fully monitor outcomes during the project's construction phase.

Fusion21 will provide monitoring reports on an agreed basis detailing all outcomes delivered to date using the measures identified above. A final report will be submitted at the end of the project which will include overall performance against the social value target, data confirming how the target has been achieved and case studies bringing the outcomes to life. A signed final report will be submitted to KMBC to satisfy the S106 planning obligation. On acceptance of the final report, KMBC will formally discharge the condition in writing.



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

Authorised Signatory

Seal No.

Authority:

Print Name:

Position:

Signed as a Deed by **MCLEAN & APPLETON LIMITED**

acting by

a Director

.....

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

.....

Occupation:

EXECUTED as a DEED by)
BARCLAYS BANK PLC)
acting by a duly authorised attorney under a) Duly Authorised Attorney
power of attorney)
Print name:

Signature of witness
Print name (in BLOCK CAPITALS):
Address:
.....
.....
.....
Occupation: