



Liverpool
City Council

DATED 5TH APRIL 2017

Ref: LS/16F/1826/ME

LIVERPOOL CITY COUNCIL

and

FT Patten Properties (Liverpool) Limited

S.106 Agreement

RE: Planning Application Ref: 16F/1826

Strand House, 21 Strand Street, Liverpool, L1 8LT

J McLoughlin
City Solicitor
Liverpool City Council

THIS DEED is made the 5TH day of APRIL 2017

BETWEEN:

Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("The Council")
2. FT Patten Properties (Liverpool) Limited (company number: 3010555) whose registered office is at 6th Floor Cardinal House, 20 St.Marys Parsonage, Manchester, M3 2LG. ("The Owner")

3. INTRODUCTION

1. The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
2. The Owner is the freehold owner of the Land registered with the Land Registry under title number MS373129 title number MS431115 and title number MS637349.
3. The Owner and Panacea Property Development Limited have submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
4. The Council resolved on 13/12/2016 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990.
"Application"	the application for full planning permission registered by the Council on 13/07/2016 and allocated reference number 16F/1826.
"Planning Permission"	A planning permission for the Development to be granted pursuant to the Application in the form of the draft planning permission attached to this agreement at schedule 4.

"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out and "Commence Development" and "Commence" shall be construed accordingly.
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by persons engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
"Development"	to demolish existing building and erect 16 storey mixed use development comprising 383 apartments with associated communal facilities and associated access, servicing, parking and landscaping as set out in the Application.
"Index"	all items index figure of the Index of Retail Prices published by the Office for National Statistics or any successor, Ministry or Department.
"Land"	the Freehold land of Strand House and the land on the North East side of Strand House, Strand Street, Liverpool L1 8LT registered at HM Land Registry under Title Number MS431115 MS373129 and MS637349 against which this Deed may be enforced shown for identification edged in red on the attached Plan.
"Plan"	the plan attached to this Deed at the Third Schedule.
"Statutory Undertaker"	means any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking;

2. CONSTRUCTION OF THIS DEED

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

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7 The headings 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.
- 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:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 7.1, 7.2, 9, 12, 13 and 14 which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S COVENANTS

- 5.1. The Owner covenants with the Council as set out in the First Schedule.

5. THE COUNCIL'S COVENANTS

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

7. MISCELLANEOUS

- 7.1. The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1,000 (ONE THOUSAND POUNDS).
- 7.2. The Owner and Developer shall pay to the Council upon the signing of this Deed the sum of £9,328.00 (NINE THOUSAND THREE HUNDRED AND TWENTY EIGHT POUNDS) for the Council's Planning Department's costs in preparation, execution and monitoring thereof.
- 7.3. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.4. This Deed shall be registered as a local land charge by the Council.
- 7.5. 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 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.
- 7.6. Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.7. 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.
- 7.8. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.9. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.10. This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 7.11. This Deed shall not be enforceable against any Statutory Undertaker which has an interest in any part of the Land for the purposes of its undertaking
- 7.12. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

- 7.13. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.14. The Owner shall give to the Council not less than 14 days prior written notice of the intended Commencement of the Development.
- 7.15. The Owner shall give to the Council not less than 14 days prior written notice of the intended Occupation of the Development.

8. WAIVER

- 8.1. No waiver (whether expressed or implied) by the Council 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 from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9. CHANGE IN OWNERSHIP

- 9.1. The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of the interests in the Land before all the obligations have been discharged so that the local authority can trace successors in title. The written notice should give details of the transferee's name and address, together with details of the land or unit to which the interest applies.

10. INDEXATION

- 10.1. Any sum referred to in the First Schedule if not paid within one year of the date of this agreement shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

11. NOTICES

- 11.1. Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by pre-paid first class post, or recorded delivery.
- 11.2. Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing to the others at any time as its address for service.
- 11.3. Any notice, demand or any other communication to be served on the Council is to be sent for the attention of the Planning Manager at Municipal Buildings, Dale Street, Liverpool L2 2DH quoting the Planning Application reference.
- 11.4. Where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

12. DISPUTE PROVISIONS

- 12.1. In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed, at the agreement of all parties, such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties in equal shares.
- 12.3. Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 12.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 12.5. The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 12.6. This clause 13 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.

13. JURISDICTION

- 13.1. This Deed is to be governed by and interpreted in accordance with the law of England and Wales.

14. DELIVERY

- 14.1. 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 Owner's Covenants with the Council

1. Defined Terms

"First Commuted Sum Payment" the amount of £158,000.00 (ONE HUNDRED AND FIFTY EIGHT THOUSAND POUNDS) in lieu of open space provision to be used towards open space provision in the vicinity of the site, if not paid within one year after the date of this Deed the amount shall be calculated in accordance with the following formula:

£158,000.00 (ONE HUNDRED AND FIFTY EIGHT THOUSAND POUNDS) multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this Deed.

"Second Commuted Sum Payment" the amount of £158,000.00 (ONE HUNDRED AND FIFTY EIGHT THOUSAND POUNDS) in lieu of open space provision to be used towards open space provision in the vicinity of the site, if not paid within one year after the date of this Deed the amount shall be calculated in accordance with the following formula:

£158,000.00 (ONE HUNDRED AND FIFTY EIGHT THOUSAND POUNDS) multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this Deed.

"First Street tree Sum" the amount of £114,000.00 (ONE HUNDRED AND FOURTEEN THOUSAND POUNDS) for the planting of street trees with their on-going maintenance, if not

paid within one year after the date of this Deed the amount shall be calculated in accordance with the following formula:

£114,000.00 (ONE HUNDRED AND FOURTEEN THOUSAND POUNDS) multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this Deed.

“Second Street tree Sum”

the amount of £114,000.00 (ONE HUNDRED AND FOURTEEN THOUSAND POUNDS) for the planting of street trees with their on-going maintenance, if not paid within one year after the date of this Deed the amount shall be calculated in accordance with the following formula:

£114,000.00 (ONE HUNDRED AND FOURTEEN THOUSAND POUNDS) multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this Deed

“Public Art Sum”

the amount £9,328.00 (NINE THOUSAND THREE HUNDRED AND TWENTY EIGHT POUNDS) to part fund the Council's costs in relation to the implementation of a strategy/programme for the provision of Public Art, if not paid within one year after the date of this Deed the amount shall be calculated in accordance with the following formula:

£9,328.00 (NINE THOUSAND THREE HUNDRED AND TWENTY EIGHT POUNDS) multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this Deed.

2 Payment of Contribution

- 2.1 The Owner shall pay to the Council the First Commuted Sum Payment prior to the commencement of the development and the development may not be commenced until this payment is made.
- 2.2 The Owner shall pay to the Council the Second Commuted Sum Payment prior to the occupation of the first residential unit and the unit shall not be occupied before this payment is made.
- 2.3 The Owner shall pay to the Council the First Street Tree Sum Payment prior to the commencement of the development and the development may not be commenced until this payment is made.
- 2.4 The Owner shall pay to the Council the Second Street Tree Sum Payment prior to the occupation of the first residential unit and the unit shall not be occupied before this payment is made.
- 2.5 The Owner shall pay to the Council the Public Art Sum Payment prior to the commencement of the development and the development may not be commenced until this payment is made.

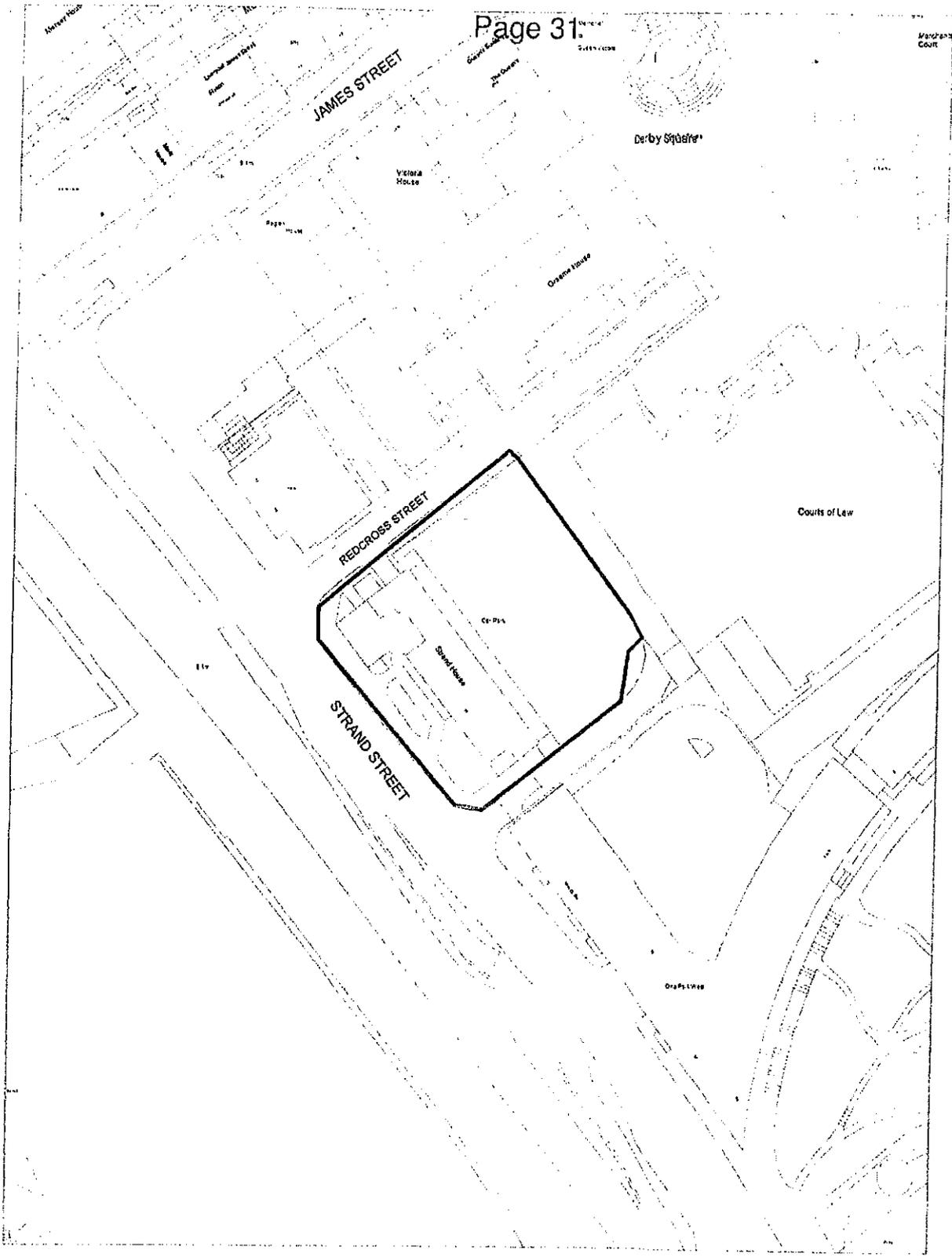
Second Schedule

Council's Covenants

1. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
2. The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the council has properly entered into a contract for the expenditure of the money) within five years of the date of receipt by the council of such payment.

Third Schedule

Plan



— Application Site

Scale: 1:1250 @ A4

Planning & Building Control Service

Application: 16F/1826

Address: Strand House
21 Strand Street L1

Date: Dec 2016

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Ordnance Survey 100018351

Fourth Schedule
Draft Planning Permission

Application ref: 16F/1826

Location: Strand House, 21 Strand Street, Liverpool, L1 8LT

Proposal: To demolish existing building and erect 16 storey mixed use development comprising 383 apartments (Use C3 Class) with associated communal facilities (including residents gym, cinema, roof terrace), two ground floor commercial units (Use Classes A1/A2/A3/A4/D1) and associated access, servicing, parking and landscaping.

SCHEDULE OF DRAFT CONDITIONS AND REASONS

Condition No	Condition
1	<p>The development hereby permitted shall be commenced before the expiration of 3 years from the date of this permission.</p> <p>REASON: To comply with Section 91 (as amended) of the Town and Country Planning Act 1990.</p>
2	<p>The development hereby approved shall be carried out in accordance with the following drawings and documents unless otherwise agreed in writing by the local planning authority:</p> <p>(i) Drawing Numbers 7494 L(00)02K, 03M, 04J, 196B, 197B, 159D, 121G, 122F, 90E, 105F, 186C, 160E, 108E, 143B, 144B, 145C, 146C, 152B, 153B, 154B, 155B, 148A, 150B, 149B, 151B, 161D, 162B, 163C & 164D 7494/L(00) 169A</p> <p>(ii) Supporting Documents Design and Access Statement Planning Statement Heritage Assessment Noise Assessment Transport Statement Framework Travel Plan Land Contamination Report Air Quality Assessment Drainage Strategy Landscape Strategy Lifetime Homes Checklist Statement of Community Involvement Wind Assessment</p> <p>REASON: To ensure that the development is carried out in accordance with the approved plans and within the parameters of the grant of planning permission.</p>
3	<p>No demolition or construction works shall take place on the site at all until a method statement comprehensively detailing the phasing and logistics of demolition/construction has been submitted to and approved in writing by the Council as Local Planning Authority, in consultation with Merseyside Police and the Ministry of Justice.</p> <p>The method statement shall include, but not be limited to:</p> <p>(i) Construction traffic routes, including provision for access to the site (ii) Entrance/exit from the site for visitors/contractors/deliveries (iii) Location of directional signage within the site (iv) Siting of temporary containers</p>

	<ul style="list-style-type: none"> (v) Parking for contractors, site operatives and visitors (vi) Identification of working space and extent of areas to be temporarily enclosed and secured during each phase of demolition/construction (vii) Temporary roads/areas of hard standing (viii) Schedule for large vehicles delivering/exporting materials to and from site (ix) Storage of materials and large/heavy vehicles/machinery on site (x) Measures to control noise and dust (xi) Details of street sweeping/street cleansing/wheelwash facilities (xii) Details for the recycling/disposing of waste resulting from demolition and construction works (xiii) Hours of working (xiv) Phasing of works including start/finish dates (xv) Details of any piling works. <p>The development shall be carried out strictly in accordance with the approved plan, unless otherwise agreed in writing with the Council as Local Planning Authority.</p> <p>REASON: To ensure that adequate on-site provision is made for construction traffic, including allowance for the safe circulation, manoeuvring, loading and unloading of vehicles, as well as parking, and to reduce impact on residential amenity and the general amenity of surrounding occupiers.</p>
4	<p>No part or phase of the development hereby permitted shall commence until;</p> <ul style="list-style-type: none"> a) An investigation and assessment methodology, including analysis suite and risk assessment methodologies has been completed and submitted to and approved by the LPA in writing, prior to any site investigations. b) A site investigation and assessment has been carried out by competent persons to determine the status of contamination including chemical, radiochemical, flammable or toxic gas, asbestos, biological and physical hazards at the site and submitted to the LPA. The investigations and assessments shall be in accordance with current Government and Environment Agency recommendations and guidance and shall identify the nature and extent of any contaminants present, whether or not they originate on the site, their potential for migration and risks associated with them. The assessment shall consider the potential risks to: <ul style="list-style-type: none"> i. human health, ii. controlled waters, iii. property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes, iv. adjoining land, v. ecological systems, and vi. Archaeological sites and ancient monuments. c) A detailed remediation scheme (if required), has been submitted to and agreed in writing with the LPA. This scheme shall include an appraisal of remedial options, implementation timetable, works schedule, site management objectives, monitoring proposals and remediation validation methodology. The scheme once completed must ensure that the site will not qualify as contaminated land under Part IIA of the Environmental Protection Act 1990 in relation to its intended use. <p>REASON: To ensure that risks from land contamination to future users of the land and neighbouring land are minimised, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and in accordance with Policy EP2 of the Liverpool UDP.</p>
5	<p>After development commences and prior to occupation;</p> <ul style="list-style-type: none"> a) Following completion of the measures identified in the approved remediation scheme and prior to occupation of any part of the development, a verification report which shall confirm the adequacy of remediation must be prepared and submitted to and approved in writing by the LPA before this condition will be discharged.

	<p>If a phased approach to the development is being proposed, then a validation/completion report for an agreed number of plots within each of the proposed phases shall be submitted to the Local Planning Authority and approved in writing before the condition relating to the phase in question shall be discharged.</p> <p>b) If any potentially contaminated (unusual/suspect) material or flammable/toxic gas not previously identified is discovered, this must be reported in writing to the LPA and a further assessment and a revised remediation scheme will be required by the LPA. If no contamination is found then this should be detailed in the remediation verification report.</p> <p>REASON: To ensure that risks from land contamination to future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors and in accordance with Policy EP2 of the Liverpool UDP.</p>
6	<p>Prior to their implementation, details of the following shall be submitted to and approved in writing by the local planning authority. The scheme shall be implemented in accordance with the approved details and completed to the satisfaction of the local planning authority before the development is occupied/brought into use.</p> <p>(i) All windows and external doors, which for the avoidance of doubt, shall not open out over the highway.</p> <p>(ii) All means of enclosures, including to balconies and terraces.</p> <p>(iii) Full details of all external ramps and steps, including nosing contrast, corduroy surfaces and handrails,</p> <p>(iv) All external seating.</p> <p>(v) Location, design, height, orientation and luminance of any external lighting, and for the avoidance of doubt, all external light fittings shall be orientated so that any measurements taken at any nearby habitable roomed windows do not exceed 6 lux.</p> <p>(vi) Location, design and orientation of CCTV systems which, for the avoidance of doubt, shall be orientated away from nearby residential properties;</p> <p>(vii) Colour finish to all externally treated surfaces.</p> <p>(viii) Details of accessible toilets to commercial units.</p> <p>REASON: These details are not included in the application and the Council wishes to ensure that they are satisfactory in accordance with Policy HD18 of the Liverpool Unitary Development Plan.</p>
7	<p>Within three months of the commencement of development, samples or specifications of all materials to be used in the external construction of this development shall be submitted to and approved in writing by the local planning authority. The scheme shall be implemented in accordance with the approved details to the satisfaction of the local planning authority before the development is occupied/brought into use.</p> <p>REASON: To ensure a satisfactory external appearance in accordance with Policy HD18 of the Liverpool Unitary Development Plan.</p>
8	<p>Prior to their implementation, a sample area of public realm materials shall be assembled on site and approved in writing by the local planning authority. The scheme of public realm works shall be implemented in accordance with the approved details and completed to the satisfaction of the local planning authority before the development is occupied/brought into use.</p> <p>REASON: To ensure a satisfactory external appearance and quality of environment in accordance with Policy HD18 of the Liverpool Unitary Development Plan.</p>
9	<p>Prior to their implementation, full details of the number, size, species, root treatment or container type and location of trees and shrubs to be planted and the treatment of all ground surfaces not built upon shall be submitted to and approved in writing by the local planning authority. The plan must be to a recognised scale and the symbols used and plant schedule provided must comply with BS EN ISO 11091:1999 Construction Drawings Landscape drawing practice.</p>

	<p>REASON: These details have not been submitted with the application and the Council wishes to ensure they are satisfactory in the interests of visual amenity in accordance with Policy HD23 of the Liverpool Unitary Development Plan.</p>
10	<p>i) The approved landscaping scheme shall be completed either (a) not later than the first planting season following completion of the development or (b) during the appropriate planting season progressively as the development proceeds, in accordance with a programme to be agreed in writing with the local planning authority. (ii) Any trees or shrubs which die, become diseased, damaged or are removed within 3 years of planting shall be replaced with trees and shrubs of similar sizes and species or as may otherwise be agreed with the local planning authority in the first available planting season thereafter, all works to be carried out to BS 4428: 1989 "Code of Practice for General Landscape Operation".</p> <p>REASON: It is in the interests of visual amenity and in accordance with Policy HD23 of the Liverpool Unitary Development Plan.</p>
11	<p>The ground floor commercial units shall be fully glazed and completed prior to the occupation of the residential accommodation, unless otherwise agreed in writing with the local planning authority.</p> <p>REASON: It is in the interests of visual amenity and in order to achieve a visually acceptable method of securing vacant ground floor spaces in accordance with Policy HD18 of the Liverpool Unitary Development Plan.</p>
12	<p>The windows at ground floor level, fronting onto Strand Street shall be retained in clear glazing and views into the premises shall not be screened or obscured in any way unless otherwise agreed in writing by the local planning authority.</p> <p>REASON: The City Council wishes to maintain a visually interesting street scene in accordance with Policy HD18 of the Liverpool Unitary Development Plan.</p>
13	<p>Notwithstanding the provisions of Schedule 2 of Article 3 of the Town and Country Planning (General Permitted Development) Order, 1995 (or any Order replacing or superseding that Order), no external structures shall be installed upon the roof area(s) of any building hereby permitted without the written agreement of the local planning authority.</p> <p>REASON: The City Council wishes to retain control over any addition of telecommunications equipment on roof top structures in the interests of protecting the integrity of the building design and general visual amenity and in accordance with Policy HD18 of the Liverpool Unitary Development Plan.</p>
14	<p>Insofar as this permission relates to the commercial uses, the premises shall not be open for business outside the hours of 0700 and midnight.</p> <p>REASON: To ensure that nearby occupiers are not adversely affected by the development in accordance with Policy HD18 of the Liverpool Unitary Development Plan.</p>
15	<p>In so far as this permission relates to the provision of any A3 or A4 use, all windows and doors of the premises shall remain in the closed position after 2300 hours other than use of doors for access to and from the premises.</p> <p>REASON: To safeguard the amenity of nearby occupiers in accordance with Policy S14 of the Liverpool Unitary Development Plan.</p>
16	<p>Noise control measures shall be employed within the development such that sound generated within the commercial entertainment areas does not give rise to noise levels exceeding NR30 in any nearby residential accommodation (expressed in terms of the maximum sound pressure level in each octave band) as determined by the Council's Environmental Health Service.</p> <p>REASON: To safeguard the amenity of adjacent occupiers in accordance with Policy EP11 of Liverpool Unitary Development Plan.</p>

17	<p>Prior to any use commencing which involves the commercial preparation of hot food, details of a fume extraction system to be installed to all areas where hot food is to be prepared shall be submitted to and approved in writing by the local planning authority. The fume extraction system shall be installed in accordance with the approved details and completed to the satisfaction of the local planning authority before the development is occupied/brought into use. Extract ducts shall be acoustically insulated and acoustically isolated from associated fans and the building structure. The discharge point should be at least 1 metre above roof eaves or in another such position so as to minimise the likelihood of nuisance to neighbouring premises, and for the avoidance of doubt, any fume extraction system shall not be operated outside the hours of 06.00 to 23.00 hours, unless otherwise agreed in writing by the local planning authority.</p> <p>REASON: To safeguard the amenity of adjacent occupiers and in accordance with Policy EP11 of the Liverpool Unitary Development Plan.</p>
18	<p>Any waste generated to be discarded as refuse or recycled shall be kept within the curtilage of the premises and shall only be placed outside the premises on such days as trade refuse collection will occur.</p> <p>REASON: To safeguard amenity and maintain the quality of the street environment in accordance with Policy EP9 of the Liverpool Unitary Development Plan.</p>
19	<p>The development shall not be implemented until the surface water drainage of the site has been designed to prevent the discharge of water on to the public highway. The drainage design shall be submitted to and approved in writing by the Council as Local Planning Authority.</p> <p>Reason: To prevent unnecessary surface water from being deposited on to the highway thus causing a potential source of danger to other road users.</p> <p>REASON: To ensure a satisfactory means of drainage in accordance with Policy EP12 of the Liverpool Unitary Development Plan.</p>
20	<p>Except for site clearance and remediation no development shall commence until a scheme for the design and construction of highway improvement works has been submitted to and approved in writing by the Council as Local Planning Authority. For avoidance of doubt, the works shall include:</p> <ul style="list-style-type: none"> i. Creation of loading bay on Redcross Street including a 2m footway to rear. ii. Closure of existing access points and reinstatement as footway. iii. Resurfacing of footway of Strand Street and Redcross Street contiguous with/along the development site/entirety to provide a continuous palette of material. iv. Replacement/upgrade of street lighting necessary as part of the detailed design. v. Drainage works necessary to facilitate the highway works. vi. Relocation of any statutory undertakers' equipment required to facilitate the highway works. <p>The approved scheme shall subsequently be implemented prior to first occupation of the development hereby approved.</p> <p>Reason: To ensure that the sufficient measures are taken such that the highway network can accommodate the development and that the traffic generated does not exacerbate unsatisfactory highway or transportation conditions.</p>
21	<p>The development shall not be occupied until the owners and occupiers of the site have appointed a Travel Plan Co-ordinator. The Travel Plan Co-ordinator shall be responsible for the implementation, delivery, monitoring and promotion of the Travel Plan, including the day-to-day management of the steps identified to secure the sustainable transport initiatives. The details (name, address, telephone number and email address) of the Travel Plan Co-ordinator shall be notified to the Council as Local Planning Authority upon appointment and</p>

	<p>immediately upon any change.</p> <p>Reason: To ensure that an approved Travel Plan is implemented, in order to establish sustainable, non-car modes of transport.</p>
22	<p>Prior to the occupation of any dwelling, a Residential Travel Plan shall be submitted to and approved in writing by the Council as Local Planning Authority. The Plan shall include immediate, continuing and long-term measures to promote and encourage alternative modes of transport to the single-occupancy car. For the avoidance of doubt, the Travel Plan shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> a) Production and distribution of an information pack for residents detailing travel options and information for all modes of travel b) Information on existing transport policies, services and facilities, travel behaviour and attitudes c) Access for all modes of transport d) Resource allocation including Travel Plan Co-ordinator and budget e) A marketing and communications strategy f) Appropriate measures and actions to reduce car dependence and encourage sustainable travel specifically including membership of the Citybike Scheme. g) An action plan including a timetable for implementation of each of each of the above h) Mechanisms for monitoring, reviewing and implementing the travel plan <p>The Approved Residential 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.</p> <p>An annual report shall be submitted to the council no later than 1 month following the anniversary of the first occupation of the development for a period of 5 years. The annual report shall include a review of the Residential Travel Plan measures, monitoring data and an updated action plan.</p> <p>Reason: To maximise opportunities for travel by modes of transport other than the private car, and to ensure that the development is sustainable.</p>
23	<p>The development shall not be brought into use until the areas indicated on the submitted plans to be set aside for parking and servicing have been surfaced, drained and permanently marked out or demarcated in accordance with the details and specifications shown. The parking and servicing areas shall be retained as such thereafter.</p> <p>Reason: To ensure that adequate provision is made on the site for the traffic generated by the development, including allowance for safe circulation, manoeuvring, loading and unloading of vehicles as well as parking, and that hard-surfaced areas have a satisfactory appearance.</p>
24	<p>The development shall not be brought into use until the areas indicated on the submitted plans to be set aside for cycle parking have been provided in accordance with the details and specifications shown. The cycle parking shall be retained as such thereafter.</p> <p>REASON: The City Council wishes to support cycling as a sustainable mode of transport in accordance with Policy T6 of the Liverpool Unitary Development Plan.</p>
25	<p>The proposed new highway boundary shall be marked out on site prior to commencement of construction of any part of the development fronting the highway.</p> <p>Reason: To prevent buildings/structures being erected within the highway.</p>
26	<p>Any gate or other form of barrier across the basement car park access shall be positioned at least 7.5 metres back from the nearside edge of the carriageway of Redcross Street, and shall be constructed to open into the site only.</p> <p>Reason: To permit vehicles to pull clear of the carriageway when entering the site in the</p>

	interests of road safety.
27	<p>The parking spaces indicated on the approved plans shall be provided for the use of residents, occupiers and visitors of this development only and shall not be sold, leased or hired out to any third party.</p> <p>Reason: To ensure that appropriate provision for parking vehicles is made and maintained, thereby avoiding hazards caused by indiscriminate parking.</p>
28	<p>All doors and windows on elevations of the building adjacent to the highway shall be constructed and installed such that from the level of adjacent highway for a height of up to 2.4 metres they do not open over the highway and for a height of above 2.4 metres no part of an open door or window shall come within 0.5 metres of the carriageway. Any future replacement doors and windows shall also comply with this requirement.</p> <p>Reason: To protect pedestrians and other highway users.</p>
29	<p>Any projection overhanging the footway shall be securely fixed and no part shall be less than 2.4 metres above the footway level and no closer than 0.5 metres from the edge of the carriageway.</p> <p>Reason: To protect pedestrians and other highway users.</p>
30	<p>In the event of the establishment of external seating areas in association with the commercial units, the use not commence until the following details have been submitted to and agreed in writing by the local planning authority. The seating area shall be implemented in accordance with the approved details and completed to the satisfaction of the local planning authority before the development is occupied/brought into use.</p> <p>(i) details of furniture including chairs, tables and umbrellas (ii) details of any external lighting (iii) details of the proposed means of enclosure</p> <p>REASON: These details are not included in the application and the Council wishes to ensure that they are satisfactory in accordance with policy HD18 of the Liverpool Unitary Development Plan.</p>
31	<p>The external seating area associated with the commercial units shall not operate outside the hours of 0800 and (...()) hours.</p> <p>REASON: To safeguard the amenity of adjacent occupiers and maintain the street environment in accordance with Policies GEN9 & EP11 of the Liverpool Unitary Development Plan.</p>
32	<p>There shall be no amplified music generated within the external seating area, including any music directed thereto from within the host premises, and the level of any incidental amplified sound escaping from the host premises shall not exceed existing background noise levels as measured and assessed in accordance with appropriate BS standards to the satisfaction of the local planning authority.</p> <p>REASON: To safeguard the amenity of adjacent occupiers in accordance with Policy EP11 of the Liverpool Unitary Development Plan.</p>
33	<p>Full details, including samples, of the film and screen details to the windows and first floor walkway area of the adjacent Law Courts building as shown on approved plan 7494/L(00)169 Rev A shall be submitted to and approved in writing by the Local Planning Authority, within three months of the of the development commencing. The approved details shall be implemented to the satisfaction of the local planning authority prior to any part of the development becoming operational and shall be retained during the lifetime of the development.</p> <p>REASON: To safeguard the operation of the adjacent Queen Elizabeth II Law Courts building</p>
34	The development shall be implemented in accordance with the recommendations for

	<p>mitigation measures set out in the Noise and Vibration Assessment Report by Wardell Armstrong (ref: LE13526-001) that was submitted in support of the application.</p> <p>REASON: It is in the interests of the amenity of occupiers of the residential accommodation in accordance with Policies HD18, H3, H5 & EP9 of the adopted Liverpool UDP.</p>
35	<p>In accordance with paragraph 8.2.4 of the Air Quality Assessment by Wardell Armstrong (ref: LE 13526-001) that was submitted in support of the application, any mechanical ventilation system that services the apartments facing towards Strand Street on the first or second floor levels of the development, shall draw in fresh air from a higher level or from a façade further away from Strand Street.</p> <p>REASON: To protect public health, given the elevated levels of NO2 present on the Strand Street side of the development.</p>
36	<p>The residential accommodation hereby approved shall be acoustically insulated in accordance with a scheme to be submitted to and approved in writing by the local planning authority (in consultation with the Council's Environmental Health Service) which shall be installed to their satisfaction prior to the first occupation of the residential accommodation. For the avoidance of doubt, sound mitigation must take the form of a package of acoustic treatment to all habitable room windows in accordance with the specifications contained within the Noise Insulation Regulations 1975, or double glazing of an equivalent or better acoustic performance, together with the provision of a scheme of acoustically attenuated mechanical ventilation, to remove the need to open windows for rapid ventilation to ensure the same performance criteria can be met, unless otherwise agreed in writing by the Local Planning Authority.</p> <p>REASON: It is in the interests of the amenity of occupiers of the residential accommodation in accordance with Policies HD18, H3, H5 & EP9 of the adopted Liverpool UDP.</p>

INFORMATIVES

<p>Reasons for Approval Positive Planning</p> <p>The decision to grant permission and impose any conditions has been taken having regard to the relevant policies and proposals in the Liverpool Unitary Development Plan 2002. The Local Planning Authority have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with a planning applications and have implemented the requirement in NPPF para 187.</p>
<p>Liverpool expects strict compliance with all conditions attached to planning decisions. Conditions particularly pre-commencement conditions require submission to and approval in writing by local planning authority before any works start. Failure to discharge conditions before commencing development could result in the development being unlawful. Central Government regulations since April 2008 now mean that a fee is normally payable to formally discharge planning conditions.</p>
<p>During the site works the contractor shall pay full regard to the best practicable means available in respect of the control of noise and dust from the site. In addition, no operations which are audible at the site boundary shall be carried out:</p> <ul style="list-style-type: none"> (i) outside the hours of 0800 to 1800 weekdays (ii) outside the hours of 0800 to 1300 Saturdays, and (iii) at any time on Sundays or Bank Holidays.
<p>It is an offence to carry out any works within the public highway without permission of the Highway Authority. The grant of planning permission will require the applicant to enter into a S278 Agreement with the Council as Highway Authority. The applicant is advised to contact the Council's Highway Development Control Team on 0151 233 0325 to ascertain the details of such an agreement and the information to be provided. For the avoidance of doubt all works shall be carried out by Amey Ltd. at nil cost to the Council.</p>
<p>The grant of planning permission shall not be construed as authority to erect scaffolding, hoarding or any other device or apparatus for which a licence must be sought from the Highway Authority. Contact the</p>

Council's Highway Development Control Team on 0151 233 0326 for further details. It should be noted that there is a fee associated with this process.

A Licence under S177 of the Highways Act 1980 is required for any parts of the building or structures that are situated on or overhang the public highway. Contact the Council's Highway Development Control Team on 0151 233 0326 for further details. It should be noted that there is a fee associated with this process.

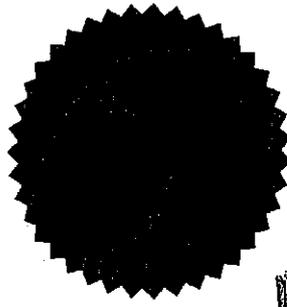
If a street name and/or property numbering is required as part of this development, developers are required to contact Liverpool City Council who are the street naming and property numbering authority to arrange for addresses to be attributed to the development. Developers or property owners cannot attribute property numbers or addresses themselves, these can only be undertaken by the Council. Attributing addresses can take approximately 6 weeks to progress from application therefore applicants must give themselves sufficient time and are advised to make an early application to enable the process to be completed so that an address can be issued and used. In the first instance, the applicant is required to contact the Council's Highway Development Control Team on 0151 233 0324 or email HDC@liverpool.gov.uk to be advised further on the processes and information requirements. Please note there is a fee for this process which shall be advised upon application.

Any landscaping within the site is to be positioned and maintained such that it does not encroach on or over the adjacent highway.

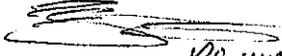
The development is located on a highway that is subject to controlled parking. The applicant should be aware that the grant of planning permission does not entitle any resident/occupier of the development to receive a parking permit. No such permits will be issued by the Council to the owners/occupiers/residents of this development.

The applicants should satisfy themselves that all demolition and construction works are undertaken in a manner that ensure there is no adverse impact upon the safety, integrity or operation of nearby rail alignments. In this respect, it is recommended that the applicants contact Network Rail.

THE COMMON SEAL of the)
LIVERPOOL CITY COUNCIL)
was hereunto affixed:-)



Seal No.
35.17


PRINCIPAL)
Assistant City Solicitor)

Signed as a deed by)
FT PATTEN PROPERTIES (LIVERPOOL))
LIMITED)
acting by two directors or)
one director and its secretary)

Director (Signature) 
(Name) NEIL PATTEN

Director/Secretary (Signature) 
(Name) SUSAN PATTEN

