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## Appeal Decisions

Inquiry held on 19-22 October 2021 and 25-27 October 2021

Site Visit made on 19 October 2021

**by J Whitfield BA (Hons) DipTP MRTPI**

**an Inspector appointed by the Secretary of State**

**Decision date: 21 January 2022**

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### **Appeal A Ref: APP/W4325/C/19/3237307**

#### **Land at Thornton Manor, Manor Road, Thornton Hough, Wirral CH63 1JB**

- The appeal is made under section 174 of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991.
- The appeal is made by Thornton Holdings Limited against an enforcement notice issued by Wirral Metropolitan Borough Council.
- The enforcement notice was issued on 28 August 2019.
- The breach of planning control as alleged in the notice is unauthorised operational development comprising the erection of marquees at the Dell and Walled Garden and the erection of an area of timber decking to the front (south west) of the Lakeside marquee within the curtilage of a Listed Building (known as Thornton Manor) as outlined in red on the attached plan.
- The requirements of the notice are:
  1. Permanently cease the use of the marquees erected at The Dell and The Walled Garden and permanently remove them from the land.
  2. Permanently remove all hardstandings and concrete foundation pads upon which the marquees are erected.
  3. Permanently remove the area of timber decking including balustrades erected to the front (south west) of the Lakeside marquee.
- The period for compliance with the requirements is 2 months.
- The appeal is proceeding on the grounds set out in section 174(2)(d), (a), (f) and (g) of the Town and Country Planning Act 1990 as amended. Since an appeal has been brought on ground (a), an application for planning permission is deemed to have been made under section 177(5) of the Act.

**Summary of decision:** The appeal is dismissed and the enforcement notice is upheld with corrections and a variation in the terms set out below in the Formal Decision.

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### **Appeal B Ref: APP/W4325/C/20/3266061**

#### **Land at Thornton Manor, Manor Road, Thornton Hough, Wirral CH63 1JB**

- The appeal is made under section 174 of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991.
- The appeal is made by Thornton Holdings Limited against an enforcement notice issued by Wirral Metropolitan Borough Council.
- The enforcement notice was issued on 1 December 2020.
- The breach of planning control as alleged in the notice is unauthorised operational development comprising the erection of a marquee at the lakeside within the curtilage of a Listed Building (known as Thornton Manor).
- The requirements of the notice are:
  1. Permanently cease the use of the lakeside marquee and remove it from the land.
  2. Permanently remove all hardstandings and concrete foundation pads upon which the lakeside marquee is erected.
- The period for compliance with the requirements is 3 months.

- The appeal is proceeding on the grounds set out in section 174(2)(d), (a), (f) and (g) of the Town and Country Planning Act 1990 as amended. Since an appeal has been brought on ground (a), an application for planning permission is deemed to have been made under section 177(5) of the Act.

**Summary of decision:** The appeal is dismissed and the enforcement notice is upheld with corrections and a variation in the terms set out below in the Formal Decision.

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### **Appeal C Ref: APP/W4325/W/19/3235840**

#### **Land at Thornton Manor, Manor Road, Thornton Hough, Wirral CH63 1JB**

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
- The appeal is made by Thornton Holdings Limited against the decision of Wirral Metropolitan Borough Council.
- The application Ref APP/10/00445, dated 9 April 2010, was refused by notice dated 27 June 2019.
- The development proposed is proposed erection of three marquees within the Thornton Manor Estate at The Dell, The Walled Garden and at the Lake to be used for private functions and conferences.

**Summary of decision:** The appeal is dismissed.

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### **Applications for Costs**

1. At the Inquiry applications for costs were made by Wirral Metropolitan Borough Council and Thornton Hall Hotel Limited against Thornton Holdings Limited. The applications are the subject of separate Decisions.

### **Background and History**

2. Thornton Manor is presently predominately in use as a wedding and events business. The site and the marquees to which the appeals relate have a long and complex history. Planning permission and listed building consent was granted by the Council in July 2003 for the change of use of Thornton Manor to a hotel and spa<sup>1</sup>. Planning permission was subsequently granted in March 2006 for the change of use of part of Thornton Manor for use for wedding ceremonies and functions<sup>2</sup>.
3. An enforcement notice alleging the erection of a marquee alongside the lake was issued by the Council on 11 July 2007. The notice was upheld on appeal<sup>3</sup> on 24 August 2008. The requirements of that notice have not been complied with to date.
4. The planning application subject of Appeal C was thereafter submitted in 2010 seeking permission for the erection of three marquees at The Dell, Lakeside and Walled Garden for private functions and conferences<sup>4</sup>. The application was recommended for approval to the Council's planning committee subject to a condition restricting the permission to a period of 5 years. The committee resolved to grant permission accordingly. Following the completion of a section 106 agreement, the Council issued a decision granting planning permission on 20 December 2011. However, the permission did not include the 5 year temporary condition which the Council had resolved to include.

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<sup>1</sup> LPA Refs: APP/01/07257 and LBC/2001/7262

<sup>2</sup> LPA Ref: APP/05/07610

<sup>3</sup> PINS Ref: APP/W4325/C/07/2052560

<sup>4</sup> LPA Ref: APP/2010/00445

5. Subsequently, the High Court quashed the unconditional planning permission in March 2018, remitting the application back to the Council for determination. The Court of Appeal thereafter upheld the judgement of the High Court in April 2019. Thus, the Council proceeded to redetermine the application in 2019. The application was subsequently refused in June 2019. That refusal forms the basis for Appeal C.
6. The Council issued an enforcement notice on 25 July 2019 which was subsequently withdrawn on 28 August 2019 as the notice had not been served on a party with an interest of the land. The Council thereafter issued an enforcement notice on 28 August 2019 in respect of The Dell and Walled Garden marquees and a second enforcement notice in relation to the Lakeside marquee on 1 December 2020. Those notices are the subject of Appeals A and B respectively.

### **Procedural Matters**

7. All evidence at the Inquiry, including that from interested parties, was given under affirmation.
8. On the third day of the Inquiry, the appellant confirmed its withdrawal of the appeals on ground (d) in respect of both Appeal A and Appeal B. I take no further action with those grounds of appeal. As a result, Appeals A and B proceed on the grounds set out in section 174(2) (a), (f) and (g) of the 1990 Act.
9. The application in respect of Appeal C was submitted in the name of Thornton Manor Holdings. The appellant subsequently clarified in correspondence with the Planning Inspectorate that the name was incorrect and that the appeal should be made in the name of Thornton Holdings Ltd, as is the case with Appeals A and B. I have therefore proceeded on that basis.
10. Given the length of time which had elapsed between the initial submission and the determination of the application in respect of Appeal C, the Council confirmed at the Inquiry that it was those plans submitted in 2019 upon which it consulted and based its decision, considering the initial plans in 2010 superseded. The appellant has confirmed that was its understanding. I have therefore taken the same approach.
11. The description in the heading above in respect of Appeal C is taken from the application form. The Council and the appellant agreed during the application process to change the description of development to the 'retention of three marquees'. However, the retention of something is not an act of development for which planning permission can be granted. Moreover, it was raised at the Inquiry that the development in respect of Appeal C included the widening of estate roads to facilitate parking as shown on the plans submitted in 2019. It is noted that the widening of the estate roads through the provision of hardstanding does not form part of the matters as enforced against in respect of Appeal A or Appeal B.
12. As a result, the parties agreed that the correct description for Appeal C is 'the erection of three marquees within the Thornton Manor Estate at The Dell, The Walled Garden and at the Lake to be used for private functions and conferences, and associated car parking (retrospective)'. I have therefore proceeded on that basis.

13. Two draft Section 106 agreements were submitted to the Inquiry on the opening day<sup>5</sup>. Due to the necessity to discuss the content of the obligations during the Inquiry, and have the final form of the agreements signed by a financial institution, the appellant was given two weeks following close of the Inquiry to provide signed and completed copies of the agreements. Signed and completed agreements were received by the Planning Inspectorate on 3 November 2021<sup>6</sup>.
14. The Council initially omitted to notify a number of statutory and non-statutory consultees of the appeals. Nevertheless, it rectified its error such that those recipients were notified in sufficient time ahead of the Inquiry and given adequate time to make written submissions to the appeals. I am therefore satisfied no party has been prejudiced by the notification process.
15. The parties have had the opportunity to address the revised National Planning Policy Framework (the Framework) published in July 2021. It is therefore the July 2021 Framework to which I will have regard.

### **The Notices**

16. I raised several queries in respect of the enforcement notices with the parties in advance of the Inquiry. Firstly, I raised the question as to whether the notices in respect of Appeals A and B sufficiently set out the reasons why the Council considered it expedient to take enforcement action and thus whether the requirements of section 173(1) of the 1990 Act and ENAR 4(a)<sup>7</sup> have been complied with.
17. The notices set out under Section 4 that it appears to the Council that the breaches took place within the last four years. They then state that planning permission was refused on 27 June 2019 for three marquees on the land, setting out the Council's three reasons for refusing the permission. The notices do not explicitly state that the reasons the notices were issued are the same reasons why the permission was refused.
18. Nevertheless, I am satisfied that the requirements of ENAR 4(a) have been complied with. A fair reading of the notices leads one to conclude that the Council have issued them for the same reasons they refused planning permission for essentially the same development. I am therefore satisfied that the notices comply with section 173(1) of the 1990 Act.
19. The second point I raised related to whether the first requirement to cease the use of the marquees is excessive. This is a matter I will turn to in the appeals on ground (f). Finally, the parties agreed at the Inquiry that the use of the word 'permanently' within the requirements of the notices is unnecessary having regard to the provisions of section 181(1) of the 1990 Act which states that compliance with an enforcement notice shall not discharge the notice. I can vary the notices to delete the term without injustice to the Council or the appellant.

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<sup>5</sup> ID6 & ID7

<sup>6</sup> ID19 & ID20

<sup>7</sup> The Town and Country Planning (Enforcement Notices and Appeals) (England) Regulations 2002 (ENAR)

## **Appeals A and B on ground (a) and Appeal C**

20. The terms of the deemed applications in respect of Appeals A and B derive directly from the matters constituting the breach of planning control as specified in the notice. On that basis, the applications seek planning permission for: (a) the erection of marquees at the Dell and Walled Garden and the erection of an area of timber decking to the front (south west) of the Lakeside marquee; and (b) the erection of a marquee at the Lakeside.
21. Appeal C relates to the proposed erection of three marquees within the Thornton Manor Estate at The Dell, The Walled Garden and at the Lakeside, including the parking areas shown on the plans.
22. All three appeals relate to the same land within the same ownership and are made by the same appellant. Furthermore, all three appeals are primarily concerned with the erection of the marquees on the Land. The issues in respect of all three appeals are broadly the same and the evidence of the main parties covers the three appeals in the round. As a result, I have dealt with the appeals on ground (a) and the planning appeal together in this section, albeit separate considerations, conclusions and decisions have been taken on each.

## **Main Issues**

23. The Council's reasons for issuing the notices in respect of Appeals A and B, as well as its reasons for refusing the application in respect of Appeal C, cited concerns regarding the effects of the development on protected species. However, prior to the Inquiry the Council confirmed that it was satisfied such concerns could be addressed with suitably worded conditions. As such, it was no longer seeking to pursue the matter. On the evidence before me, I have no reason to conclude otherwise. As a result, I consider the effect on protected species is not a main issue for consideration.
24. The main issues in respect of all three appeals are therefore:
  - whether the developments are inappropriate development in the Green Belt having regard to relevant development plan policies and the Framework;
  - the effect of the developments on the openness of the Green Belt;
  - the effect of the developments on designated heritage assets with particular regard to:
    - whether the development will preserve the setting of the Grade II\* listed building Thornton Manor (the Manor);
    - the effect on the significance of the Grade II\* registered park and garden of Thornton Manor (the RPG);
    - the effect of the proposed RPG restoration programme on the significance of the RPG; and,
  - if the development is inappropriate development in the Green Belt, whether the harm by reason of inappropriateness, and any other harm, would be clearly outweighed by other considerations so as to amount to the very special circumstances required to justify the development.

## **Reasons**

### **Inappropriate Development**

25. The appeal site lies within the Green Belt. Paragraph 147 of the Framework is clear that inappropriate development is, by definition, harmful to the Green Belt and should not be approved except in very special circumstances. Paragraph 149 sets out that the construction of new buildings should be regarded as inappropriate development in the Green Belt. There is no dispute that erection of each marquee involved building operations and that all three amount to buildings.
26. Policy GB2 of the Unitary Development Plan for Wirral 2000 (the UDP) states that within the Green Belt there is a general presumption against inappropriate development and such development will not be approved except in very special circumstances. As such, notwithstanding the age of the UDP, the policy is broadly consistent with the Framework.
27. The appellant accepts that the marquees at the Dell and Lakeside, including the decked area, amount to inappropriate development. The appellant nevertheless argues that the marquee at the Walled Garden is not inappropriate development since it falls under the exception in paragraph 149(g) of the Framework. For it to do so, it would need to constitute limited infilling upon previously developed land which would not have a greater impact on the openness of the Green Belt than the existing development.
28. It is common ground between the main parties that the Walled Garden (and indeed the RPG as a whole) amounts to previously developed land. Nonetheless, the Council dispute that the marquee amounts to limited infilling. The term 'limited infilling' is not defined in the Framework. It is therefore a matter of planning judgement, having regard to factors such as the nature and size of the development itself, the location of the site and its relationship to other, existing development adjoining and adjacent to it.
29. The Walled Garden is sited adjacent to the Manor House on its southern side, with some smaller, associated buildings to the north and east. Otherwise, it generally adjoins the open spaces of the RPG. Consequently, the space within the Walled Garden does not interrupt any discernible, continuous pattern of built form. Thus, the insertion of a marquee within it does not amount to development which infills a space between existing buildings. Moreover, the marquee covers a considerable proportion of the space within the Walled Garden, with a footprint of around 2,514m<sup>2</sup>. This is said to amount to at least a third of the area. Furthermore, the height of the marquee is such that it is partly visible beyond the confines of the wall. As a result, I consider the marquee does not amount to limited infilling. It follows that it does not fall to be considered under the exception in paragraph 149(g) of the Framework.
30. I conclude, therefore, that the development in respect of Appeal A, constitutes inappropriate development in the Green Belt. In addition, the development in respect of Appeal B also constitutes inappropriate development in the Green Belt. Finally, the development as a whole in respect of Appeal C, constitutes inappropriate development in the Green Belt.



31. In accordance with paragraph 148 of the Framework, I attribute substantial weight to the harm which arises to the Green Belt by reason of inappropriateness in respect of all three appeals.

### **Openness of the Green Belt**

32. Paragraph 137 of the Framework indicates that the fundamental aim of Green Belt policy is to prevent urban sprawl by keeping land permanently open. The essential characteristics of Green Belts are their openness and their permanence.
33. The Court of Appeal in *Turner*<sup>8</sup> confirmed that the concept of Green Belt openness has a spatial aspect as well as a visual aspect. It seems to me that both are relevant to the assessment here. The Supreme Court endorsed the approach in *Turner* in *Samuel Smiths*<sup>9</sup>, whilst also clarifying that the manner in which visual effects are considered is a matter of planning judgement. The Court also clarified that openness is the counterpart of urban sprawl and that it does not imply freedom from any form of development.
34. The appellant's case is largely predicated on the basis that, spatially, the marquees account for a very small proportion of the 44ha appeal site in which they lie. Visually, it is said the effects beyond their immediate surroundings are very limited.
35. In respect of the Dell and Lakeside marquees, they have both resulted in the introduction of built form where prior to their erection none existed. The Dell marquee has a net internal area of 416m<sup>2</sup> whilst the Lakeside marquee has an area of 845m<sup>2</sup>. Moreover, the Walled Garden marquee has a considerable area of 2,514m<sup>2</sup>.
36. The fact that the marquees cover only a small proportion of the appeal site, and thus an even smaller proportion of the Green Belt in its entirety, carries little weight in favour of the development. Development within the Green Belt cannot be considered in isolation against the fundamental aim of keeping the land permanently open, since that would, as pointed out by the Council, result in the demise of Green Belt protection through "death by a thousand cuts". It is clear, therefore, that all three marquees result in a substantial increase of built form within the Green Belt resulting in an erosion of openness.
37. Visually, the impact of the Walled Garden marquee is limited to an extent by the presence of the wall. Beyond the Walled Garden, only the roof of the marquee is visible from certain vantage points. It is only within the Walled Garden that the entire scale of the marquee is appreciable. Nevertheless, within the Walled Garden, the marquee almost entirely extinguishes any visual sense of openness. It is of considerable scale and footprint, such that it erodes the open character of the land bound by the wall itself.
38. Moreover, despite the presence of trees and vegetation, the Dell marquee is clearly apparent from several vantage points, including the public right of way which runs through the land and from the Manor itself. The scale and massing of the marquee results in a distinct feature of solid built form in a part of the RPG which is otherwise characterised by its visual sense of openness,

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<sup>8</sup> *Turner v SSCLG & East Dorset Council* [2016] EWCA Civ 466

<sup>9</sup> *R (on the application of Samuel Smith Old Brewery (Tadcaster) and others) (Respondents) v North Yorkshire County Council (Appellant)* [2020] UKSC 3

- accentuated by the swathes of rolling grassland and pockets of mature trees which surround it.
39. In respect of the Lakeside marquee, I note the Inspector's findings in the 2008 appeal decision on visual impact. The marquee is to an extent screened by vegetation from the Manor and from the public right of way. Nevertheless, the development has resulted in a mass of built form which visually is apparent from several points of view in the RPG. Indeed, I was able to see as such from my site visit. As a result, the Lakeside marquee is readily appreciable and its introduction into the landscape erodes any visual appreciation of openness.
  40. In addition, whilst there are no concerns raised in respect of highways impacts, all three marquees have transient effects on openness through the introduction of associated vehicular movements, particularly on event days. In addition, Appeal C includes the widening of access roads to facilitate the parking of vehicles. The presence of parked vehicles during event periods further erodes openness.
  41. The appellant points to the reversibility of the marquees as a factor in favour of their erection. The Planning Practice Guidance (the Guidance) states that the duration of the development and its remediability, taking into account any provisions to return the land to its original state or to an equivalent (or improved) state of openness can be taken into account in assessing impact on openness<sup>10</sup>.
  42. At the Inquiry, the appellant put forward the proposition that the lifetime of the marquees be restricted by condition for a temporary period, such that they would be removed at the point at which they had generated sufficient income for the complete restoration programme of the RPG to be carried out.
  43. Nevertheless, regardless of whether the marquees are restricted to a period of 20 years or not, they are nevertheless structures of permanent character. It is intended to maintain the erection of the marquees throughout their lifetime, including during any periods of non-use. As a result, the fact that they may be more easily reversible than buildings constructed of other materials, their theoretical reversibility does little to reduce their impact on Green Belt openness. Moreover, whilst reducing the lifetime of their built form will prevent impacts in the long term, there will still be significant harm to the openness of the Green Belt for a considerable period of time.
  44. I conclude, therefore, that the development in respect of Appeal A will have a harmful effect on the openness of the Green Belt. In addition, the development in respect of Appeal B also has a harmful effect on the openness of the Green Belt. Furthermore, the development in respect of Appeal C has a very harmful effect on the openness of the Green Belt since it relates to the developments as a whole.
  45. As such, in respect of all three appeals, there is conflict with the fundamental aim of Green Belt policy in the Framework to prevent urban sprawl by keeping land permanently open. In accordance with the Framework, I afford substantial weight to the harm to the Green Belt which arises from the harm to openness in relation to each appeal.

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<sup>10</sup> Planning Practice Guidance: Paragraph: 001 Reference ID: 64-001-20190722



### ***Heritage Assets***

46. All three marquees lie within the Grade II\* registered park and garden of the grounds of Thornton Manor and within the setting of the Grade II\* listed building Thornton Manor. Within the grounds there is also the Grade II\* listed Gatehouse and Courtyard Walls, the Grade II listed Former Laundry, the Grade II Listed No 1 and 2 Manor Cottages and Boundary Wall, and Grade II listed No 3 Manor Cottages.
47. Section 66(1) of the Planning (Listed Buildings and Conservation Areas) Act 1990 states that in considering whether to grant planning permission for development which affects a listed building or its setting, special regard shall be had to the desirability of preserving the building or its setting, or any features of special architectural or historic interest.
48. Policy CH01 of the UDP states that particular attention will be paid to the protection of buildings, structures and other features of recognised historic importance. UDP Policy CH26 states that special regard will be paid to sites included on the English Heritage register of Parks and Gardens of Special Historic Interest. It goes on to state that development within such a site will only be permitted where it would not involve the loss of integral features and would not otherwise detract from the enjoyment, layout, design, character, appearance or setting of the park or garden.
49. Annex 2 of the Framework identifies listed buildings and registered parks and gardens as designated heritage assets. Paragraph 199 states that when considering the impact of a proposed development on the significance of a designated heritage asset, great weight should be given to the asset's conservation. The more important the asset, the greater the weight should be.

### ***Special Interest and Significance***

50. The origins of Thornton Manor and its grounds originate from 1849 when the first dwelling was constructed on the land by Charles Potts. The significance of the assets is nevertheless largely derived from its historical interest as the principal residence of William Hesketh Lever who purchased the property in the early 1890s (Lever later becoming the 1<sup>st</sup> Viscount Leverhulme in 1922). Lever was an industrialist and philanthropist of particular note due to his progressive attitude towards employee welfare and relations. The nearby Port Sunlight was constructed by Lever as a model village for his workers with a planned landscape of houses, gardens, open spaces and a wide range of community facilities.
51. Lever afforded considerable time and interest into the design and construction of Thornton Manor and the grounds. Initial works to the Manor included extensions and alterations in the late 19<sup>th</sup> century. At the turn of the century a kitchen, service wing, stables and a music room were added. By 1914, the south-west façade of the property was remodelled to formalise the new focus of the property onto the recently developed gardens. Although somewhat irregular in its composition due to the several phases of development it has undergone, the Manor is nevertheless a fine example of a vernacular revival style, with particular influences from Jacobean architecture. Although listed for their heritage interest in their own right, the Gatehouse and Courtyard Walls, the Former Laundry and Manor Cottages, are all of importance in illustrating

- the significance of the Manor through its layout, use and development as an important country estate.
52. Internally, the decorative features and internal fixtures were of the highest quality. The Manor remains largely unaltered since Lever's death in 1925, and I was able to see from my site visit that internally it retains significant historical value in its condition. Indeed, the appellant points to the comments of Historic England that the Manor is "beautifully kept". As a consequence, I find Thornton Manor, along with the collection of associated listed buildings highlighted above, to be of very high significance in heritage terms.
53. The setting of the Manor is primarily formed by the extensive grounds in which it sits with Manor Road itself and the surrounding environs also contributing. The grounds of the Manor are fundamentally comprised of the RPG. The grounds are thus in themselves a designated heritage asset. There is therefore a physical and functional interaction between the Manor and the RPG in heritage terms and the evidence before me suggests that the relationship between the two is a key characteristic in the significance of both assets.
54. The development of the grounds began following Lever's acquisition. He had the idea of creating a parkland setting for the house. The grounds were designed to facilitate Lever's interest in morning rides and long walks. In addition, they were used for annual picnics and other recreational activities for the workers of Port Sunlight.
55. Of particular interest is the involvement of Thomas Mawson from 1905. He contributed towards the formal design of the gardens adjacent to the house and their linking to the less formal, more naturalised landscape of the parkland and the grounds beyond. Thomas Mawson was one of the most successful and celebrated landscape architects of the time and a leading proponent of the Arts and Crafts Movement. The two collaborated on extensive changes to the grounds up until 1914. Mawson proclaimed his time working with Lever as some of the most momentous of his career.
56. The reorientation of the house by Lever enabled the development of formal gardens adjacent to it. This created a transition between the house and the less formal parkland beyond. Those gardens included the terrace to the front with views across the parkland towards North Wales. It also included a series of paths, rose gardens, the Lookout and the Forum - a series of paired concrete classical columns with a supporting timber structure and planted borders. In addition, the Loggia was created which overlooked a smaller, second terrace set lower than the one to the front of the house. The Loggia provided the main access into the Walled Garden.
57. The concept of the Walled Garden was principally Lever's although it was likely designed by Mawson. Mawson was clear that the functionality of a kitchen garden need not diminish its aesthetic value and ability to contribute to the formal gardens. The Walled Garden thus forms a key part of the formal gardens. Square in shape, albeit with chamfered corners, it is bound by high brick built perimeter walls. The western wall connects with the Loggia, allowing elevated views into the Walled Garden and out onto the parkland.
58. Originally, the space within was used for planting along paths, with arches, urns and a centrally placed fountain. Those features are now lost but the wall survives intact today. The historical use of the Walled Garden, its role as part

of the formal gardens and its relationship to the Manor remain appreciable. Moreover, Mawson intended for people to walk from the Manor through the Walled Garden as part of a sequence of experiences throughout the RPG. I therefore find the Walled Garden makes an important, positive contribution towards the significance of the RPG.

59. At the turn of the century, and prior to the involvement of Mawson, a new path was created from the main drive to ponds which had been reconfigured with an island and a bridge. Surrounded by planting, it was described subsequently by Lever's son as "one of the pleasantest features in the garden". Known as The Dell, it became one of the earliest parts of the designed landscape and was intended as a retreat out into the grounds away from the Manor. I heard at the Inquiry that the view from the Manor across the parkland towards the Dell is of critical importance.
60. A cricket pitch was incorporated into the parkland adjacent to the Dell in the early Mawson years. A pavilion was built which remains today. Otherwise, whilst there have been changes in terms of planting, alteration of footpaths and the addition and removal of small buildings, the Dell largely retains its historical character. As such, it is of high significance due to its character as a naturalistic place of quiet retreat, whilst nevertheless ensuring its intervisibility with the Manor maintains an appreciation of its relationship to the estate.
61. Mawson's primary initial work included the creation of the lake and canal encircled by a wooded area now known as Manor Wood. The lake with one island and a boathouse were created on former fields, the woodland extended around the lake and a canal cut through the existing plantation on an axis with the main house. The lake is a major component of the naturalistic, parkland setting beyond the house and formal gardens and indeed was one of the greatest undertakings in the landscaping work of Mawson and Lever.
62. The lake has a sylvan setting with a sense of tranquillity and appreciation for the landscape. I nevertheless heard at the Inquiry that Lever was not a 'tranquil' man and that any such sensibility currently derived from the RPG is not an aspect of its significance. From time to time the lake and woodland was designed to have a recreational purpose as well as to provide sensory and intellectual stimulation. It is said that the area at the lake and Manor Wood was used on occasion for workers' parties and Sunday School outings with boating, as well as ice-skating on the lake in winter. Nevertheless, given the design and layout of the lake and Manor Wood areas it seems to me that its sense of tranquillity would have been a key aspect of its design, and would have aided Lever's passion for pursuing extensive outdoor walking and riding. As such, I find the contribution to the significance of the RPG of the Lake and Manor Wood, including the canal, to be high to very high.
63. There are several key views within the RPG, including long range views across the parkland towards the Manor, its planned gardens and its associated buildings, as well as towards some important features of the planned and wider landscape such as the lake, canal and Manor Wood. These include long-range views across the informal parkland towards the main house and its ancillary buildings and towards important landscaped features such as the lake, the canal, and the Dell. Indeed, the RPG was laid out to be experienced as a dynamic, sequential experience, with successive and unfolding views of the key structures and elements being part of the design intent.

64. The RPG stands as testament to the collaborative relationship between Lever and Mawson. The status of the two individuals, the longevity and intensity of the collaboration between them, and ultimately the depth of landscape interest in the RPG give it considerable importance and interest.
65. Moreover, the RPG, including the Dell, the Lake and the Walled Garden, make a considerable positive contribution towards the setting of Thornton Manor and its associated listed buildings. Indeed, both the Grade II\* Manor and the Grade II\* RPG are intrinsically linked with one another, both providing significant contributions to the significance of the other.
66. Overall, I find the RPG and the listed buildings which lie within it, including the Manor, to collectively be of very high significance. As a result, very great weight is to be afforded to the conservation of the assets.

#### Effects on the Heritage Assets

67. It is common ground between the parties that all three marquees, both individually and collectively, result in harm to the significance of the RPG and thus fail to preserve the setting of the Manor. It is common ground that the resultant harm would be less than substantial in the terms of paragraph 202 of the Framework. I see no reason to conclude otherwise. Nevertheless, there is disagreement between the parties in respect of the magnitude of that harm.
68. The appellant's evidence is that the harm lies at the lower end of the less than substantial spectrum. The Council and Rule 6 party consider the harm to be at the middle to high end of the scale.
69. Nonetheless, in *Shimbles*<sup>11</sup>, the High Court addressed the concept of a spectrum of harm to heritage assets and the necessity to make a judgement beyond the binary classification of harm identified in the Framework. The judgment concluded that when determining planning applications, decision makers were not obliged to place harm that would be caused to the significance of a heritage asset, or its setting, somewhere on a "spectrum" in order to give the necessary great weight to the asset's conservation. The Framework's division of harm into categories of "substantial" or "less than substantial" was adequate to carry out the weighted balancing exercise to determine whether a planning proposal was acceptable.
70. I therefore do not consider it necessary to apportion a particular metric upon any spectrum of 'less-than-substantial'. This is because a finding in that the collective harm to significance would be at the lower end of such a spectrum would not equate to a less than substantial planning objection and regardless is to be afforded considerable weight and importance.

#### *The Walled Garden*

71. The appellant indicates that the marquee within the Walled Garden is not readily apparent outside of the Walled Garden itself. I was able to see from my site visit that a significant proportion of the marquee is not visible out with the confines of the walls. Nevertheless, I was also able to see that the roof of the marquee was visible above the loggia and walls within long range views from within the parkland. In those views, the steel frame clad in heavy duty, white polyester appears as a somewhat stark and intrusive addition to the Manor and

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<sup>11</sup> *R on behalf of Simon Shimbles v City of Bradford MBC* [2018] EWHC 195 (Admin)

- the hierarchy of buildings which surround it. This in turn detracts from the appreciation of the Manor from within the parkland.
72. Moreover, the introduction of the marquee results in a considerable number of vehicles associated with events, whether that be guests on the day of the event or suppliers before and after. There is space for around 55 cars within the Walled Garden. In addition, I was able to see from my site visit that modern signage had been introduced on the Land to guide attendees, whilst floodlighting was also present. Consequently, these factors diminish the appreciation of the historical significance of the asset.
73. The marquee has a footprint of around 2,514m<sup>2</sup>. As a consequence, it covers a considerable proportion of the overall space within the Walled Garden. Furthermore, I was able to see from my site visit that from within the Walled Garden, the marquee substantially obscures views of the Manor. As such any visual appreciation of the relationship between the two is almost entirely lost. Coupled with its height, that loss of appreciation diminishes most of the historical significance derived from Mawson's intention to denote central importance for the Walled Garden to the Manor and the RPG.
74. I note the appellant's point that sympathetic, viable uses for walled gardens can be problematic. The appellant points towards the example of the grant of planning permission for a pavilion within the walled garden at Combermere Abbey near Whitchurch as a comparable situation.
75. However, for reasons which I will turn to in more detail in due course, little evidence was put before the Inquiry that alternative viable uses had been considered by the appellant. Nor does the presence of a pavilion within a walled garden at a different site with different circumstances dissuade me from the level of harm I have identified here.
76. During the Inquiry, the appellant indicated that the impact of the marquee is diminished due to the diminished significance of the asset itself. However, for the reasons I have set out above, I find the significance of the Walled Garden remains high to very high. It thus follows that the impact of the marquee is not unduly diminished on that basis.
77. As such, I cannot agree with the appellant's conclusions that the harm to the setting of the Manor from the Walled Garden marquee will be neutral. Nor indeed, can I agree that the harm to the RPG from the marquee will be slight adverse/neutral. In contrast, adopting the appellant's terminology, I find the severity of the adverse impacts upon both the setting of the Manor and the group of listed buildings associated with it, as well as the significance of the RPG, is very large.
78. The appellant points towards the existence of the extant planning permission and listed building consent<sup>12</sup> that provides for the use of the area within the Walled Garden as a car park for 82 cars in association with the hotel. Nevertheless, the appellant accepted that there is no reasonable prospect of the hotel permission being implemented in full as it is financially unviable. Thus, it seems to me there would be no reasonable prospect of the car park designed to serve the hotel use also being implemented and therefore it carries very little weight as a fallback position.

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<sup>12</sup> LPA Refs: 01/07257 & 01/07262



79. In any event, the heritage harm arising from the marquee is significantly greater than that which would arise from the Walled Garden's use as a car park, particularly as the approved car park would result in only 27 or so more cars when compared to the number of cars that park in the Walled Garden associated with the marquee.

*The Dell*

80. As with the other marquees, that at The Dell is constructed from a steel frame clad in white polyester sheeting. The smallest of the three marquees, it has a footprint of around 416m<sup>2</sup> and is around 410m from the Manor.
81. I saw from my site visit that an understory of several trees had been planted close to the marquee at The Dell. I heard at the Inquiry that they were holly trees which had been transplanted from elsewhere on the estate. Whilst the trees partially screened the marquee from certain vantage points, in particular the public right of way, it was still apparent in views back towards the Manor across the parkland. Moreover, the introduction of a formalised line of structured planting appears at odds to the higher, more naturalistic mature pine trees which enclose the Dell.
82. As a result, the physical presence of the marquee introduces a significant element of built form, at odds to the historical vernacular of the Manor and associated buildings and in stark contrast to the verdant and sylvan setting of the Dell. This has the result of detracting significantly from important views from the Manor across the Parkland towards the Dell, as well as back towards the Manor. It thus harms the role the Dell plays in the setting of the Manor.
83. Moreover, the introduction of the marquee will result in the regular movement of high numbers of people and vehicles within and around the Dell. This will result in a considerable loss of tranquillity and appreciation for the historical significance of the Dell as a place of quiet retreat within the RPG. This loss is augmented by the presence of several floodlights around the marquee and the estate road area.

*The Lakeside*

84. The appellant indicates the marquee at the Lakeside is primarily enclosed by trees on almost all sides and thus is not widely visible, particularly from the public right of way which runs through the site. I also note that there is a lack of intervisibility between the marquee and the Manor itself, such is its location in this part of the grounds around 380m from it.
85. However, the discordant mass of white polyester cladding from which the marquee is constructed appears as an obtrusive feature upon approaching the lake from the lookout. Indeed, with a footprint of around 845m<sup>2</sup>, it is of considerable mass and substantially obscures views of the lake, the canal and the woodland. In turn this significantly reduces the appreciation of the historically designed movement from the formal gardens to the more naturalistic woodland and lake beyond. Moreover, the introduction of the decking has resulted in an element of urban form into a space purposefully designed to exhibit naturalistic characteristics. Whilst I note the marquee lies close to the site of the former boathouse, the boathouse no longer exists. In any event, the boathouse was a structure with an appearance reflective of its



historical origins, in contrast the modern, monolithic appearance of the marquee.

86. Furthermore, the introduction of the marquee will result in the regular movement of a significant number of people and vehicles within and around the Lakeside. Whilst the Lakeside was often a place for social gatherings during Lever's time, this will nevertheless be of a very different character to that originally envisaged.
87. I note the Inspector in the 2008 appeal decision concluded that any detrimental visual impact will be minimal from the Lakeside marquee. However, that point deals solely with visual impact. The consideration of impact upon the significance of heritage assets goes beyond an assessment solely on visual terms. As such, the Inspector's considerations in 2008 do not lead me to any different conclusion in respect of the harm to heritage assets.

#### *Other Matters*

88. I heard at the Inquiry that Lever often used the Manor and the grounds for social occasions, inviting in workers from Port Sunlight and the wider community for fairs and fetes. It was put to me that such events facilitated the erection of marquees and thus, the introduction of marquees into the RPG now is in keeping with the historical use of the land. However, the evidence before me suggests that such occasions were infrequent occurrences throughout the year, particularly when compared to the present context of marquees which host several events on a weekly basis, all year round. Lever's vision was of a very different nature to the functional, commercial activities of a wedding and events business. Even more so the use of marquees for such events appeared to have been even more infrequent, and such marquees appeared to have been smaller structures of a temporary nature having had photographs of such examples provided in evidence.
89. Ultimately the evidence suggests the frequency and character of Lever's community use of the grounds and the erection of marquees was not comparable to the permanent, year round retention of three substantial marquee structures before me here. Moreover, the current use of the marquee has a character very much of an enterprise operating with efficient regularity and with the primary purpose of generating profit, as is the modus operandi of private business. This is a stark contrast to the benevolent, social character for which Lever envisaged for the grounds.
90. I note that the marquees could all be removed with no lasting impact on the site and they are, by the nature of their construction, time limited. However, the marquees are intended to remain in situ throughout their lifetime, with no removal during periods of non-use. Their impact in heritage terms can therefore be characterised by a substantial degree of permanence, regardless of the proposal to remove them after a period of at least 20 years put forward by the appellant.

#### *Conclusions*

91. I conclude in respect of Appeal A that the marquees at the Dell and Walled Garden have a harmful effect on the significance of the RPG. Moreover, in respect of Appeal B, the marquee and decking at the Lakeside also has a harmful effect on the significance of the RPG. In relation to Appeal C, there is

considerable cumulative harm to the significance of the RPG from all three marquees and the associated parking areas. In accordance with the Framework, great weight is to be afforded to the harm to the designated heritage asset.

92. Applying the statutory test of Section 66(1), the developments in respect of all three appeals, both individually and collectively, fail to preserve the setting of the Grade II\* Thornton Manor, the Grade II\* Gatehouse and Courtyard, the Grade II No 1 and 2 Manor Cottages and No 3 Manor Cottage. The developments result in cumulative harm to the heritage assets of a very high level, to which I afford considerable importance and weight.
93. Subsequently, both individually and collectively, the developments conflict with Policies CH01 and CH26 of the UDP. There is also conflict with paragraph 199 of the Framework.
94. I consider the overall harm to be less than substantial in the context of paragraph 202 of the Framework since the development as a whole does not result in irreversible damage or loss to the significance of the heritage assets. The harm is nevertheless of considerable weight and importance. It should though be weighed against the public benefits of the proposal which I explore below.

#### *Proposed Restoration of the RPG*

95. The RPG is contained on Historic England's Heritage at Risk Register. It was first placed on the register in 2010. Whilst there was dispute at the Inquiry regarding the accuracy of Historic England's latest reflections on its condition, the appellant nevertheless accepts that substantial restoration work is needed to various aspects of the RPG to ensure its significance is maintained into the future.
96. The appellant proposes to carry out a programme of restoration works to the RPG. This will comprise building repairs to the Lookout, the Walled Garden, Loggia and the Forum. In addition, restoration works to the lake, canal, islands and swimming pool, as well as to the woodland in the lake and Manor Wood area of the RPG are proposed. Boundary works on the estate are also included. In all, it is proposed to undertake works with a capital cost in the region of £2,442,250 with the marquees as a vehicle to fund it. It is envisaged within the Landscape Restoration Work Programme to take around 20 years from now with a programme designed on achieving what the appellant says are the highest priority works initially. Nonetheless, the appellant accepted at the Inquiry that the marquees could be removed sooner if the restoration is completed prior to that date. This could be controlled by a suitably worded condition.
97. There are three key matters to address here. Firstly, the relevance of the contribution of the marquees in terms of heritage benefit in the time since their erection. Secondly, the heritage benefit of the proposed works going forward in principle and then finally the suitability or otherwise of the delivery mechanism for those works. I will then go on to consider the matters of optimum viable use and enabling development.

### *Past Performance*

98. It is accepted by the Council in principle that the harm arising from the marquees could be tolerated on a temporary basis as a means to securing the restoration of the RPG. Whilst no such time scale was given by the Council at the Inquiry, I nevertheless consider it reasonable to consider the fact that the marquees have been in place for some time and were initially justified on the basis that they would facilitate restoration. Since harm in terms of Green Belt harm and heritage harm has arisen throughout the lifetime of the marquees to date, it follows that one cannot disregard the extent of the linked restoration benefits achieved throughout the same time period. It was after all the reason why in 2011 the Council considered it appropriate to grant planning permission.
99. The 2011 permission was initially intended to be a 5 year 'trial run' by the Council to evaluate the mechanism for securing the restoration of the RPG, albeit no performance criteria upon which any success or otherwise of the restoration was imposed. Nevertheless, the appellant indicated at the Inquiry that the restoration programme at that time was envisaged to be a 25 year programme. As such a period of around 10 years has elapsed since the 2011 permission was granted. The marquees have been in place for around 11 years in respect of the Lakeside marquee and 8 years for the others.
100. Since its acquisition of the Manor and estate, the appellant indicates that considerable sums have been spent on restoring the Manor and the RPG. It is said that that works done to the RPG to date have included removal of vegetation to the Loggia, repointing of the Walled Garden, new drainage, removal of trees, repairs to the lake edges and opening up accesses. It is said that £546,077 has been spent on restoration of the RPG between 2012 and 2020.
101. The section 106 agreement from November 2011 obligated the appellant to spend 100% of the profits from events held in the marquees on restoration. It also obligated the appellant to account to the Council for the income by the production of all relate invoices, receipts and bank records on a quarterly basis. It also required the agreement of a five year works programme and to hold quarterly site visits for progress monitoring. Whilst the obligation no longer has effect due to the quashing of the planning permission, it did so for the period of time the permission existed and the appellant relied on it.
102. However, the appellant did not adhere to the obligations to keep accounts or records. Furthermore, there is limited evidence before me regarding the extent of the works done. There are no invoices, receipts, schedules of works or other documentary evidence of such work having been undertaken. Moreover, the appellant's proposal for £2,442,250 to be spent broadly equates to the same £1,936,000 said to be required in 2010 when uplifted for inflation. Thus, if some of the restoration works as originally envisaged in 2010 had been done with the £546,077 said to have been spent, then it begs the question why the same amount of money is required for the restoration programme more than a decade on.
103. Furthermore, Table 1 of the Financial Update dated November 2018 by MAW Accountants indicates that £840,000 of net income was generated by the marquees for the period 2013-2017. However, Table 2 shows that £330,898 was spent on restoration across the same period. There is therefore a surplus of £509,102 from the net profits of the marquees which the section 106

agreement obligated to go towards restoration, but for which the appellant could not account for when asked at the Inquiry. No accounting records have been provided in evidence.

104. Whilst I note the Council did not enforce those obligations, it cannot be implied from that the Council were satisfied with the restoration work that had been done or indeed the documentary evidence to support it. In any event, the section 106 agreement did not set out that the obligations must be enforced to be complied with. Compliance is intrinsic in the appellant's acceptance of those obligations by signing the agreement. Enforcement is only activated where compliance fails. The Council's decision not to enforce the obligations does not diminish the weight to be attributed to the appellant's failure to comply.
105. Furthermore, the RPG remains on the heritage at risk register. I note the appellant points out that the latest assessment by Historic England did not involve a site visit. I also note that some improvements have been noted. However, the fact remains that Historic England consider the RPG remains at risk, despite a period of at least 9 years having elapsed in which the appellant says restoration work has been ongoing. For example, the proposed restoration includes work to the Forum as a high priority. However, the required £1,000 survey for the repairs to the Forum has not been undertaken. In contrast, the appellant says £128,066 has been spent on the restoration of footpaths and reinstatement of old roads and tracks which are not identified as a high priority. Likewise, £57,531 has been spent on boundary fencing to the woodland and the rebuilding and repair of stone boundary walls within the grounds.
106. The failure to comply with the previous obligations is not a tacit indication or acceptance that the appellant will not comply with the proposed planning obligations put before me now. To the contrary, nothing I have read or heard in evidence leads to me to conclude that the appellant would not adhere to the obligations put forward. However, the fact is that the existence of the marquees is justified by the appellant as a vehicle to fund the restoration of the RPG. Thus, the results of their existence from the point they were erected cannot be disregarded simply because of the unusual circumstances which have led to my consideration of their planning merits nearly a decade on.
107. As a result, it seems to me that limited progress on restoration to the RPG has been made to date. Moreover, the limited evidence accounting for the profit derived from the marquees over that time, how it translated into investment in the RPG and the lack of compliance with the original planning obligation suggests that the delivery mechanism to spend 100% of the marquee profits on restoration and the obligations to keep records was insufficient to ensure the restoration benefits outweighed the harm. Thus, it has not been demonstrated that the restoration benefits since the initial granting of permission in 2011 have sufficiently outweighed the resultant harm from the marquees.

### *Principle*

108. In respect of the principle of the programme of works, the Council accepts that it would be beneficial to the significance of the RPG. However, the Council say that other works should be included, that the order of priority within the programme is not heritage led, that some of the works are maintenance rather

than restoration and argue the works are designed primarily to benefit the commercial aims of the appellant rather than the conservation of the heritage assets.

109. Notwithstanding the Council's concerns, it seems to me that the restoration works will incorporate some of the key features of the RPG which are in most need of repair. There will be significant heritage benefits in the repairs to the Loggia and the Forum for example. It was though accepted at the Inquiry by the appellant that the magnitude of the benefit afforded to the repairs to the Walled Garden, the Lookout and the Lake and Canal in its heritage evidence had been elevated. Nevertheless, I consider overall the restoration programme in principle is a positive heritage benefit.

#### *Delivery of the Restoration*

110. Turning to the proposed business plan and delivery mechanism going forward. The business structure comprises the appellant company, Thornton Holdings Ltd (THL), as the parent company and freehold owner of the Land. Thornton Manor Estates Ltd (TMEL) operates the wedding and events business from the Manor and the three marquees. TMEL pays a rental charge to THL at a rate which is set on the basis that it covers the mortgage and debt repayment obligations of the appellant company, rather than at a market rate.
111. The appellant has provided a business plan for the years ending 2022, 2023 and 2024 for TMEL. The business comprises the hire of the Manor for weddings and events, the hire of the marquees for weddings and events, the hire of the self-catering cottages on the estate and the hire of rooms within the Manor for accommodation associated with weddings or events.
112. In addition, whilst food and drink income is outsourced with commission received from the provider, I heard at the Inquiry that a company separate to TMEL, Cheshire Event Hire Ltd (CEHL), achieves an income through the hire of crockery, linen, candles and wedding cars. It was stated that in the last 3 years CEHL has been loss making due to it being poorly ran. Nevertheless, it was stated by the appellant that it is envisaged that it will begin to provide profits which contribute towards the restoration of the RPG. However, the income from CEHL is not included in the 3 year business plan. It was said at the Inquiry that is because it was previously loss making. However, little justification was put forward for its omission from the business plan given that it is anticipated to be profit making in those years.
113. In terms of the delivery of the income to go towards the restoration, the appellant says it will be funded from the profits from all enterprises which use the marquees and generate 50% or more of their turnover from that use. This casts doubt on the accuracy of the business plan in the first instance given CEHL is omitted which, given the nature of its business, relies on marquee events for income. Nonetheless, two forms of unilateral undertaking under section 106 of the Act have been submitted by the appellant. The first incorporates a mechanism which ensures that either each year a minimum of £100,000 or 50% of net profit from all of the enterprises that use the marquees and generate 50% or more of their turnover goes towards the restoration programme. The appellant also offers a second undertaking which provides solely for £100,000 to be provided every year without the mechanism relating to a percentage of business profit.



114. In financial year ended (FY) 2022, the marquees are forecast to generate a net profit of £580,834 from event hire and cottage rentals for guests attending events in the marquees. However, that profit is set against an overall loss of £716,593 for the remainder of the business. As such, within the business plan, the entire profit generated by the marquees in the first instances goes towards reducing the loss of the rest of the business down to a loss of £135,760 before any money goes towards restoration. As such, rather than receiving 50% of the income derived from the marquees, the restoration programme would instead receive the £100,000 minimum on the basis that no net profit of the overall business has been achieved.
115. I note that bringing in profits from the wider business ensures that the restoration funding will come from a "bigger cake" (as it was put to me at the Inquiry). However, by using funds from all income streams which utilise the marquees, that 50% contribution is a smaller share of a "bigger cake" than would otherwise be achieved with a 100% of a contribution solely from the marquee rental income. Based solely on the appellant's business plan, what is actually occurring in FY22 is that, rather than receiving 50% of the profits from the marquees, the restoration programme is receiving circa 17%. If the marquee profit was not subsidising the other loss making aspects of the business, then a 50% contribution would have given £290,417 towards the restoration.
116. In FY23 and FY24, the marquees generate a profit of £983,058 and £1,003,714. Again, this in part offsets losses in the overall business, meaning that only £129,987 and £142,820 goes towards the restoration in those years, rather than £491,529 and £501,857 as would be the case were 50% of the marquee profits spent. It should be noted that the projections do not include income from CEH which the appellant indicated at the Inquiry they intend to become profitable in future years.
117. Moreover, the appellant indicated that the Inquiry that the justification for providing only 50% of the profit from the whole business was on the basis that it was sensible practice to retain 50% within the business to allow headroom to attend to other financial obligations. Again, however, the profits deriving from the marquee, and thus the harm to the heritage assets, is being used to cover the financial needs of the business rather than the restoration works. Whilst I appreciate the appellant's view that no company could be expected to commit 100% of its profits over the long term, there was little evidence presented to the Inquiry as to why 50% of the profits needed to be retained within the business every financial year, particularly when doing so effectively delays restoration works and the presence of the marquees for twice as long.
118. Indeed, there is little compelling evidence before me of the actual amount the business needs to retain each year to cover such costs. I see no reason why that would not be a fixed figure rather than a percentage of profit. For example, in the absence of compelling evidence, it is difficult to see why if the £129,987 to be retained in the business in FY23 is sufficient to cover those costs in that financial year, why £142,820 is needed the following year in FY24.
119. I note that the business plan has been prepared on a conservative basis and the appellant aims to generate greater profit which will in turn generate larger funds for the restoration works. However, there is little evidence before me that the business plan has been prepared on the basis of previous performance



- of the business. No previous accounts or records were put to the Inquiry upon which to ascertain whether the assumptions built into the business plan were reasonable.
120. Indeed, the only evidence dealing with past performance proffered by the appellant was a letter from Langtons Chartered Accountants dated 11 October 2021. Within that letter Langtons indicate that the average net profit for the years 2017 – 2020 was £430,232. In 2019, following a change in accounting policy, the business is said to have made a net profit of £1,079,160. Beyond indications at the Inquiry that Covid-19, staffing and legal issues being a reason for the lower profits, limited evidence has been put to justify why projected profits would be considerably lower than those said to have been achieved in previous years. This is particularly pertinent when looking ahead to FY23 and FY24 when one would reasonably assume that Covid-19 and the staffing situation would no longer be significant issues.
121. Moreover, it is clear that the £2,442,250 needed for the restoration could be achieved in a much shorter timescale were the marquees not required as a vehicle to support the loss making elements or the financial obligations of the business. If the proposed mechanism were to be 50% of the profits made from the marquees, then more than half of the required restoration fund could be achieved within the next three financial years. Indeed, if 100% of the profits from the marquees were directed to restoration, then the restoration fund would be complete within the 3 years of the business plan.
122. I note the appellant's points that by bringing the profit from the marquees in with the entire profit of the business as a whole better reflects how the business is ran. I also note that without the income from the marquees the business would be unsustainable and would not be able to meet its financial obligations.
123. However, designing the mechanism in such a way is done so to suit the needs of the business and the way in which it is ran. It seems to me that if the justification for the harm deriving from the marquees is that the profit from them is funding the heritage benefit of restoration, then it is a reasonable expectation that the profit is directed solely to the restoration fund in the first instance, rather than covering losses in other parts of the appellant's business or requiring part of the profit to be retained within the business for other spending.
124. Moreover, were this business no longer able to function financially in such a manner, then the estate would ultimately need to be sold. In heritage terms that could lead to an alternative owner or business model without the debt obligations of the current business or which is able to viably fund restoration without the marquees.
125. As a result, the weight attributed to the justification of the harm deriving from the marquees as a vehicle to fund the restoration is substantially reduced when the harm will endure for longer than is necessary due to the financial requirements of the business. I conclude, therefore, that the proposed delivery mechanism put forward would not suitably mitigate the harm which I have identified.

### *Optimum Viable Use*

126. Fundamentally, the Council maintains that the appellant has not sufficiently explored alternative funding streams for the restoration works which are not as harmful to the significance of the heritage assets as the marquees.
127. The Guidance<sup>13</sup> is clear that if there is only one viable use, that use is the optimum viable use. If there is a range of alternative economically viable uses, the optimum viable use is the one likely to cause the least harm to the significance of the asset. It goes on to state that harmful development may sometimes be justified in the interests of realising the optimum viable use of an asset, notwithstanding the loss of significance caused, and provided the harm is minimised. Where a heritage asset is capable of having a use, then securing its optimum viable use should be taken into account in assessing the public benefits of a proposed development.
128. The appellant indicates that no alternative uses are viable. It was nevertheless stated at the Inquiry that no feasibility exercise had been done in respect of operating Thornton Manor as an event hire business without the marquees. The only exploration that appears to be done to investigate potential funding streams were phone calls to part funding organisations.
129. In contrast, the Council has put forward an alternative of utilising the Manor for weddings and events without the marquees as a profitable business from which restoration could be funded. It proposes that a profit could be generated in doing so.
130. The appellant indicates that the Council's proposition of funding restoration works through an events business using only the Manor itself is flawed. This is said to be on the basis that the Council's evidence takes into account unreasonably high hire rates and that as a venue the Manor alone would be unlikely to attract the same level of custom as the marquees. I note that the four venues (the Manor and three marquees) offer a range of choice and as such mutually support one another.
131. However, from looking at the evidence provided in both the letter from Langtons dated October 2021 and the MAW accountants report from 2018, it is evident that of the £596,880 net profit generated by the business, £287,000 of that was from the marquees with the remaining £309,880 from the Manor. This suggests that the majority of profit is derived from use of the Manor as part of the wedding and events business. Moreover, there is very little evidence before me that the appellant has considered alternative uses beyond a wedding and events business such as a single dwelling in private ownership or opening the grounds to the public on a paying business as advanced at the Inquiry.
132. Thus, I find the appellant has not demonstrated that the use of Thornton Manor and its grounds as a wedding and events business with the marquees secures the optimal viable use of the heritage assets.

### *Conclusion on Proposed Restoration*

133. As a result of the above, I find the restoration works programme in principle would be of benefit to the significance of the RPG and in turn the settings of

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<sup>13</sup> PPG Paragraph: 015 Reference ID: 18a-015-20190723

the Manor and the other listed buildings. Nonetheless, the weight I attribute to that benefit is significantly reduced for the reasons set out above, namely: the failure of the marquees to sufficiently support restoration during their lifetime to date; the limited amount to which funds derived from the marquees will go towards the restoration of the RPG and the consequent length of time the heritage harm will exist as a result; and, the lack of demonstration that the use of the marquees represent the optimum viable use of the heritage assets. As such, I afford no more than limited weight to the public benefits of the proposed restoration works to the RPG.

#### Other Public Benefits

134. The marquees would help maintain the jobs in the business which amount to 20 full time staff, 4 part time staff and around 40 part time casual staff. The business also supports 100 or so local businesses within the supply chain. The evidence before me suggests that without the marquees the business would not be profitable. Thus, there are economic benefits in the sense that those jobs could otherwise be lost.
135. I also heard at the Inquiry that the weddings and events which are held in the marquees support businesses elsewhere. I heard from a catering firm which is commissioned to provide services for weddings in the marquees. I also heard from the owner of a bed and breakfast in the area which also gains business from guests attending weddings and events in the Marquees. From the 1 July 2021, it was said that around 32% of their guests were attending weddings or events at Thornton Manor. I accept these bookings could be lost if the marquees are no longer available. However, limited evidence was provided that indicated the proportion of those staying solely attended events in the marquees or indeed that those customer numbers would not be sustained by an events business solely in the Manor.
136. I also heard at the Inquiry of the social and economic benefits of the Manor's links to Port Sunlight and that they both generate tourist visitors to one another. It was also said at the Inquiry that a local cancer charity has used the marquee in the Walled Garden for fundraising events. It was indicated that there are no alternatives in the area which could accommodate fundraising events of that size. I similarly heard from a local flower club who decorate the Manor every Christmas.
137. There are also ecological enhancements proposed which, given that part of the site is a designated site of biological importance, would be a public benefit.
138. These are all public benefits to which I collectively afford significant weight.

#### Enabling Development

139. Paragraph 208 of the Framework states that an assessment should be made as to whether the benefits of a proposal for enabling development, which would otherwise conflict with planning policies but which would secure the future conservation of a heritage asset, outweigh the disbenefits of departing from those policies.
140. I have concluded that the developments, both individually and collectively, would not accord with the relevant development plan policies. In those circumstances regard is to be had to the principle of enabling development. The appellant indicated initially that the development was not presented to the

Council as an enabling development. It was nevertheless conceded by the appellant during the Inquiry that the principle of enabling development applied in this case. Either way it seems to me that the concept of enabling development and whether it applies is not a matter of choice but rather a result of the correct application of the policies contained in the Framework.

141. The parties agreed that for the purposes of assessing the development's compliance with the test for enabling development, it is necessary to turn to Historic England's Good Practice Advice in Planning Note 4 – Enabling Development and Heritage Assets 2020 (GPA4). GPA4 sets out that the case for enabling development rests on there being a conservation deficit. A conservation deficit is defined as the amount by which the cost of repair of a heritage asset exceeds its market value on completion of repair and conversion, allowing for all appropriate development costs. It goes on to state that it is not in the public interest to pursue enabling development if there are alternative means of delivering the same outcome for the heritage asset, such as other sources of public or private investment.
142. GPA4 sets out a series of tests to ensure the policy is met. Firstly, that any harm to the heritage assets caused should only be accepted if there are no reasonably less harmful alternatives. Secondly, that marketing should be carried out to find alternative uses or ownerships. Thirdly, that the test is made against the needs of the place, not the owners. Fourthly, that enabling development should not be used to fund an unprofitable business or indeed for enabling development to be permitted on the basis of too high a purchase price having been paid for the heritage asset. Finally, that the enabling development should be the minimum amount of development necessary.
143. There is very little evidence before me that the appellant has explored less harmful alternatives to the marquees to fund the restoration works. Indeed, the only evidence before the Inquiry of such exploration was provided by the Council in its assessment of the use of the Manor for a wedding and events business without the marquees. Secondly, there is no evidence before me that any marketing has been carried out by the appellant to find alternative uses or owner.
144. Thirdly, the evidence of the appellant at the Inquiry indicated that the business plan for the next three financial years is fundamentally predicated on the basis that the profits derived from the use of the marquees for weddings and events is financially supporting the remainder of the appellant's otherwise unprofitable business. Thus, the marquees cannot be justified on the needs of the place but rather is justified on the needs of the appellant's business.
145. Moreover, in respect of the fourth test, the business plan shows that the primary expense for TMEL is the rent it pays back to the holding company of THL. The appellant accepted at the Inquiry that the level of rent paid by TMEL is not set at a commercial rent level but specifically set to cover the mortgage and debt repayment obligations of THL. Those obligations result from the purchase of the appeal site by the appellant, at which point in time there were no marquees present or indeed any planning permission for them. It follows therefore that, since the current business is unprofitable without the marquees, too high a purchase price was paid initially for the Manor and the estate. Furthermore, it was indicated by the appellant at the Inquiry that THL had acquired adjacent land at a purchase price of circa £1.375m, the funds for

which form part of THL's borrowings. Thus, the rental income to THL from TMEL which is largely derived from profits from the marquees is being used to fund the needs and aspirations of the owners rather than those of the heritage assets.

146. Finally, given that alternatives have not been sufficiently explored, it cannot be said that the enabling development is the minimum amount necessary. Furthermore, the appellant proposes to use only 50% of the profits derived from any business which uses the marquees towards restoration of the RPG, rather than 100%. Thus, it follows that the development put forward is not the minimum amount necessary to secure the future of the heritage assets.
147. Overall, the developments, individually and collectively, do not amount to enabling development for the purposes of the Framework and will conflict with the policy tests laid down in paragraph 208.

#### Other Matters

148. The appellant has placed great weight on the apparent lack of objection of varying degrees from Historic England at the application stage to the marquees. However, I note that Historic England indicated that the three marquees collectively cause a moderate level of harm to the significance of the heritage assets, albeit I accept the appellant pointing to subsequent correspondence where Historic England clarified that the harm will be at the lower end of the less than substantial scale.
149. Nevertheless, Historic England did not have the benefit of the evidence that was put to the Inquiry, namely the appellant's acceptance that the development will not constitute enabling development, the acceptance under cross examination of deficiencies in the methodology in the heritage evidence or indeed the deficiencies in the appellant's business plan. Thus, the lack of objection from Historic England carries limited weight.

#### Overall Heritage Balance

150. Taking account of all evidence before me, I find that the developments will result in benefits to the significance of the RPG and the setting of the listed buildings through the proposed restoration programme. Nevertheless, for the reasons given above the level of weight to which I attribute to those restoration benefits is limited.
151. There are also public benefits in the form of jobs, other economic benefits, social benefits and ecological benefits to which I collectively afford significant weight.
152. However, the developments, both individually and collectively, result in harm to the significance of the RPG. There is also a failure to preserve the setting of Thornton Manor, the Gatehouse and Courtyard Walls, 1 and 2 Manor Cottages, and 3 Manor. I afford considerable importance and weight to the cumulative harm that arises to the heritage assets.
153. In conclusion, I find the less than substantial harm to the significance of the heritage assets is not outweighed by the public benefits of the development, including assessing whether the development secures the optimum viable use of the RPG and Thornton Manor. As a consequence, the development conflicts

with Policies CH01 and CH26 of the UDP and the policies contained in the Framework.

### ***Other Considerations***

154. As set out above there would be heritage benefits deriving from the development. For the reasons given above I afford such benefits limited weight.
155. As I have discussed above there also economic benefits from the marquees in terms of job retention and spending in the local economy as well as social benefits in terms of its use by the wider community and its links to Port Sunlight.
156. The Council accept that, subject to conditions, impacts on protected species can be suitably mitigated. However, the lack of harm in respect of ecology impacts carries little weight as a benefit in the overall balance. Nevertheless, there are also ecological benefits in favour of the development. I afford significant weight to those benefits.
157. I note the Council's decisions to grant planning permission for extensions at Thornton Hall Hotel. However, the full details of those cases are not before me. In any event, there is little indication that the circumstances there are sufficiently comparable to those before me here. As such, those decisions carry very little weight in favour of the development.

### ***Whether Very Special Circumstances***

#### *Appeal A*

158. In respect of the marquees at The Dell and Walled Garden, and the decking at the Lakeside marquee, having regard to paragraph 148 of the Framework, I attribute substantial weight to the Green Belt harm which arises by reason of inappropriateness. In addition, I attribute substantial weight to the harm which arises to the openness of the Green Belt. Moreover, I afford great weight to the harm that would arise to the significance of the heritage assets, most notably the significance of the Grade II\* RPG and the failure to preserve the setting of the Grade II\* listed building of Thornton Manor.
159. On the other hand, I give limited weight in favour of the development as a result of the benefits that would arise towards the funding of restoration. I do nevertheless afford significant weight to the economic, social and ecological benefits.
160. I conclude overall that the harm arising to the Green Belt by reason of inappropriateness and harm to openness, as well as the harm to the significance of heritage assets, is not clearly outweighed by other considerations. There are no planning conditions that could be imposed which would overcome the identified harm.
161. As a consequence, the very special circumstances necessary to justify the development do not exist in respect of Appeal A. I conclude, therefore, that the development conflicts with UDP Policies GB2, CH01 and CH26. As a result, the development is in conflict with the development plan taken as a whole.



### *Appeal B*

162. In respect of the marquee at the Lakeside, having regard to paragraph 148 of the Framework, I attribute substantial weight to the Green Belt harm which arises by reason of inappropriateness. In addition, I attribute substantial weight to the harm which arises to the openness of the Green Belt. Furthermore, I afford great weight to the harm that would arise to the significance of the heritage assets, most notably the significance of the Grade II\* RPG and the failure to preserve the setting of the Grade II\* listed building of Thornton Manor.
163. On the other hand, I give limited weight in favour of the development as a result of the benefits that would arise towards the funding of restoration. I do nevertheless afford significant weight to the economic, social and ecological benefits.
164. I conclude overall that the harm arising to the Green Belt by reason of inappropriateness and harm to openness, as well as the harm to the significance of heritage assets, is not clearly outweighed by other considerations. There are no planning conditions that could be imposed which would overcome the identified harm.
165. As a result, the very special circumstances necessary to justify the development do not exist in respect of Appeal B. I conclude, therefore, that the development conflicts with UDP Policies GB2, CH01 and CH26. Thus, I find the development is in conflict with the development plan taken as a whole.

### *Appeal C*

166. In relation to the three marquees and the parking areas, having regard to paragraph 148 of the Framework, I attribute substantial weight to the Green Belt harm which arises by reason of inappropriateness. In addition, I attribute substantial weight to the harm which arises to the openness of the Green Belt. Furthermore, I afford great weight to the harm that would arise to the significance of the heritage assets, most notably the significance of the Grade II\* RPG and the failure to preserve the setting of the Grade II\* listed building of Thornton Manor.
167. On the other hand, I give limited weight in favour of the development as a result of the benefits that would arise towards the funding of restoration. I do nevertheless afford significant weight to the economic, social and ecological benefits.
168. I conclude overall that the harm arising to the Green Belt by reason of inappropriateness and harm to openness, as well as the harm to the significance of heritage assets, is not clearly outweighed by other considerations. There are no planning conditions that could be imposed which would overcome the identified harm.
169. As such, the very special circumstances necessary to justify the development do not exist in respect of Appeal A. I conclude, therefore, that the development conflicts with UDP Policies GB2, CH01 and CH26. As a result, the development is in conflict with the development plan taken as a whole.

### ***Planning Obligations***

170. As set out above the appellant has put forward two separate unilateral undertakings under section 106 of the Act. It seems to me that both obligations are directly related to the development and are fairly and reasonably related in scale and kind to the development. However, the heritage benefits secured by the obligation do not outweigh the cumulative harm in Green Belt and heritage terms. As a result, I consider, the obligations are not necessary to make the development acceptable in planning terms.
171. As a result, both obligations would fail to meet the tests in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 and in my view, they cannot be taken into account as a reason for granting planning permission.

### ***Alternatives on Appeals A and B***

172. Although not advanced by the appellant to any particular degree, it would be open to me in respect of Appeal A to grant permission for part of the development as enforced against. That could mean granting permission on the deemed application under ground (a) for only one or two of the marquees. This would reduce the level of harm to the Green Belt and the significance of the heritage assets.
173. However, reducing the number of marquees would also have the effect of reducing the financial benefit towards the restoration of the RPG, since the income derived from their use would be reduced. As such, I consider granting permission for the development in part would not overcome the planning harm.
174. Since Appeal B relates to only one marquee, there is no such alternative available to me in respect of that appeal.
175. In respect of the appeals on ground (f), the appellant has also put forward the proposition that the requirement to remove from the hardstandings and concrete pads is excessive. However, the retention of the hardstanding and concrete pads would be inappropriate development in the Green Belt the harm from which is to be afforded great weight. There would also be harm to openness from the provision of such development within the Green Belt, albeit the level of harm would not be to the same extent as that which derives from the development including the marquees. Similarly, there would be harm to the significance of the RPG and the setting of the listed buildings through the provision of hard surfaces which exhibit little of the historical form and interest of the heritage assets. Again, the extent of this harm would not be as great as that which I have identified in respect of the development overall incorporating the marquees, albeit it is still to be afforded considerable importance and weight.
176. On the other hand, the retention of the hardstanding and concrete pads would offer none of the heritage benefits put forward by the appellant in respect of the marquees. There are no other considerations of such weight as to outweigh the collective harm to the Green Belt by reason of inappropriateness and harm to openness, and to the significance of the heritage assets. As a result, the retention of the hardstandings and concrete pads would not be an obvious alternative to complete demolition that would overcome the planning harm.

## **Conclusions**

177. For the reasons given above, and having considered all matters raised, I conclude that the appeals on ground (a) in respect of Appeal A and B, and Appeal C, should be dismissed.

### **Appeals A and B on ground (f)**

178. An appeal on ground (f) is that the requirements of the notices are excessive. Section 173(4) of the 1990 Act is clear that a notice can have one of two purposes. They are either to remedy the breach of planning control or, as the case may be, any injury to amenity which has been caused.

179. It was agreed by the parties at the Inquiry that the purpose of both notices is to remedy the breach of planning control. The requirements therefore to remove the marquees from the Land, as well as the timber decking in respect of Appeal A, are not excessive since they have the effect of restoring the land to its condition prior to the breach taking place.

180. The appellant argues that the requirements in both notices to remove the hardstanding and concrete foundation pads upon which the marquees are erected is excessive, since the harm arising in the Council's reasons for issuing the notice would be dealt with solely through the removal of the marquees.

181. However, the Council's reasons for issuing the notice are a separate matter to the purpose of the notice under section 173(4) of the Act. It is clear from the evidence before me that the hardstanding and concrete pads have been provided to facilitate the erection of the marquees. To that end, failure to remove the hardstanding and pads would not ensure the Land is restored to its condition prior to the breach taking place. Thus, the requirement is not excessive in order to achieve the purpose of the notice.

182. The retention of the hardstanding and concrete pads would be an obvious alternative to complete demolition that would be less costly and less disruptive to the appellant. However, for the reasons set out above in the appeals on ground (a), doing so would not overcome the planning harm. As a result, the notices cannot be varied to delete the requirement to remove the hardstandings and concrete pads on that basis.

183. On the other hand, the requirement in both notices to cease the use of the marquees is excessive since the notices are directed against operational development. By default, the use of the marquees will cease when the requirement to remove the marquees is complied with. As such, I can vary the notices to delete the requirement.

184. Otherwise, the appeals on ground (f) fail.

### **Appeals A and B on ground (g)**

185. An appeal on ground (g) is made on the basis that the time for compliance with the notice falls short of what should reasonably be allowed. The notice in respect of Appeal A requires compliance within 2 months. In respect of Appeal B, the notice requires compliance within 3 months.

186. The Council confirmed at the Inquiry that it was of the view the compliance period in respect of Appeal A should be extended to 3 months to reflect the

compliance period in Appeal B and the period in the withdrawn notice issued in July 2019.

187. The appellant argues that a compliance period of 18 months in respect of both notices would be more reasonable. The reasons for 18 months are two-fold. Firstly, the appellant indicates that the removal works will be difficult to carry out during winter conditions due to the lack of accessibility in respect of the Dell and Lakeside marquees. However, the marquees are presently accessible to delivery and service vehicles. Moreover, the physical works to dismantle the marquees and remove the hardstanding are works which it seems to me will require weeks rather than months to carry out. Thus, 3 months is acceptable on that basis.
188. The appellant nevertheless indicates that the consequences of removing the marquees would mean the appellant would default on its financial obligations. This would result in job losses and the Manor and grounds being sold. Thus, it is said that an exit strategy would need to be put in place to manage the collapse of the business.
189. Whilst I note that the appellant has not put forward a specific exit plan or timescale for consideration, it was nevertheless noted at the Inquiry that the repayment of its financial obligations in full would be required within 8-12 weeks. Thus, it seems to me a considerable proportion of the compliance period would be spent by the appellant on undertaking finance work in attempts to save the business and indeed undertake the sale of the property which would be in the interests of ensuring the protection of the heritage assets. Thus, it seems to me a period of 6 months would be a more reasonable time frame, particularly given the direct job losses that would be incurred and the need for those employees to seek alternative employment. I shall therefore vary both notices to extend the compliance period to 6 months.
190. As such the appeals on ground (g) succeed but only to a limited extent.

## **Overall Conclusions**

### *Appeal A*

191. For the reasons given above, I conclude that the appeal should not succeed. I shall uphold the enforcement notice with corrections and a variation and refuse to grant planning permission on the application deemed to have been made under section 177(5) of the 1990 Act as amended

### *Appeal B*

192. For the reasons given above, I conclude that the appeal should not succeed. I shall uphold the enforcement notice with corrections and variations and refuse to grant planning permission on the application deemed to have been made under section 177(5) of the 1990 Act as amended

### *Appeal C*

193. For the reasons given above, I conclude that the appeal should be dismissed.

## **FORMAL DECISIONS**

### **Appeal A**

194. It is directed that the enforcement notice be corrected by:

- the deletion of the words "Permanently cease the use of" and "and permanently remove them", and the insertion of the word "Remove" before the words "the marquees" in section 5(1) of the notice;
- the deletion of the words "Permanently remove" from sections 5(2) and 5(3) of the notice and their substitution with the word "Remove";

195. And varied by:

- the deletion of 2 months and its substitution with 6 months as the period for compliance within section 5 of the notice.

196. Subject to these corrections and variation, the appeal is dismissed and the enforcement notice is upheld, and planning permission is refused on the application deemed to have been made under section 177(5) of the 1990 Act as amended.

### **Appeal B**

197. It is directed that the enforcement notice be corrected by:

- the deletion of the words "Permanently cease the use of" and "and remove it", and the insertion of the word "Remove" before the words "the lakeside" in section 5(1) of the notice;
- the deletion of the word "Permanently remove" from section 5(2) of the notice and their substitution with the word "Remove";

198. And varied by:

- the deletion of 3 months and its substitution with 6 months as the period for compliance within section 5 of the notice.

199. Subject to these corrections and variation, the appeal is dismissed and the enforcement notice is upheld, and planning permission is refused on the application deemed to have been made under section 177(5) of the 1990 Act as amended.

### **Appeal C**

200. The appeal is dismissed.

*J Whitfield*

**INSPECTOR**

## **APPEARANCES**

FOR THE APPELLANT:

### **Peter Dixon of Counsel**

He called:

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### **Alan Evans of Counsel**

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Principal Planning Officer – Wirral Metropolitan Borough Council

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FOR THORNTON HALL HOTEL LIMITED:

### **James Strachan of Queens Counsel**

He called:

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INTERESTED PERSONS:

Jo Birch	Local Resident
Anne Williams	Wirral Flower Group
Lorna Tyson	Local Resident
Shokat Ali	Local Resident
Eithne Rafferty	Local Resident
Jonathan Jackson	Local Resident
Cara Newton	North West Cancer Research
Gavin Hunter	Local Historian

**DOCUMENTS**

- 1 *Thrasyvoulou v SSE* [1984] JPL 732
- 2 *R (on the application of Gibson) v Waverley BC* [2015] EWHC 3784 (Admin)
- 3 Appeal Decisions APP/W4325/Y/19/3227960 & 3227969
- 4 Appeal Decision APP/X1355/A/14/2229201
- 5 Thornton Manor Aerial Image 1 June 2016
- 6 Draft Unilateral Undertaking 'A'
- 7 Draft Unilateral Undertaking 'B'
- 8 *Bramshill v SSHCLG* [2021] EWCA Civ 320
- 9 Appellant's Opening Submissions
- 10 Council's Opening Submissions
- 11 Rule 6 Party's Opening Submissions
- 12 Appellant's Suggested Conditions
- 13 CIL Compliance Statement 1
- 14 CIL Compliance Statement 2
- 15 Council's Suggested Conditions
- 16 Council's Closing Submissions and Costs Application
- 17 Rule 6 Party's Closing Submissions and Costs Application
- 18 Appellant's Closing Submissions
- 19 Completed Unilateral Undertaking 'A'
- 20 Completed Unilateral Undertaking 'B'