

DATED 10 JANUARY 2023

KNOWSLEY METROPOLITAN BOROUGH COUNCIL

and

JAGUAR LAND ROVER LIMITED

PLANNING OBLIGATION

Pursuant to Section 106 of the Town and Country Planning Act 1990

relating to the
proposed development at

Jaguar Land Rover, Speke Boulevard, North Road, Halewood, Knowsley, L24 9LE

This Deed is made the 10 day of JANUARY 2023

PARTIES

- 1 **JAGUAR LAND ROVER LIMITED** incorporated and registered in England and Wales with company number 01672070 whose registered office is at Abbey Road, Whitley, Coventry CV3 4LF (the “Owner”); and
- 2 **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings, Archway Road, Huyton, Knowsley, Merseyside, L36 9YU (the “Council”)

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated
- 2 The Owner is the freehold owner of part of the Site and leasehold owner of another part of the Site
- 3 The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- 4 The Council has determined under delegated powers to grant planning permission subject to the prior completion of this Deed
- 5 The parties to this Agreement agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Regulations 2010 (as amended)

IT IS AGREED THAT:

1 DEFINITIONS

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

“Act”	the Town and Country Planning Act 1990 (as amended)
“Application”	the application for planning permission submitted to the Council for the Development and given reference number 22/00458/FUL
“Commence” and “Commencement”	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for

	the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly
"Committed"	any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies
"Development"	erection of a two-storey building (Use Class B2 and B8) and worker amenity facilities associated with existing manufacturing unit, together with associated infrastructure and engineering operations
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics
"Indexation Date"	means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed
"Index Linked"	means the contribution is to be adjusted by reference to the amount of any increase in the Index over the period from the Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant contribution to the Council (or where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose the date of application of such sum for the specified purpose) and "Indexation" shall be construed accordingly
"Interest"	interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time
"Plan"	the plan attached to this Deed
"Planning Permission"	the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application

“s.106 Monitoring Fee”	the sum of £520 (five hundred and twenty pounds) to be paid to the Council and applied towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed
“Site”	the property (including land and any buildings) against which this Deed may be enforced as shown edged red on the Plan and which forms part of the land and buildings on the North side of Speke Boulevard, Halewood, Liverpool (L24 9BJ) known as Jaguar Land Rover Speke Boulevard, Halewood held under Freehold Title No. MS555201 and Leasehold Title No. MS555202
“Social Value Monitoring Contribution”	the sum of £20,187 (twenty thousand one hundred and eighty-seven pounds) towards the costs of monitoring compliance with the Social Value Strategy during the construction phase of the Development
“Social Value Strategy”	the social value strategy submitted by the Owner in support of the Application and approved by the Council as part of the Planning Permission and annexed to this Deed

2 INTERPRETATION

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

- 2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

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

4 CONDITIONALITY

- 4.1 This Deed shall not take effect unless and until:
- (i) the Council has granted the Planning Permission; and
 - (ii) the Commencement of the Development.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council to observe the restrictions and perform the obligations as set out in the First Schedule to this Deed and that there is no other person with a legal interest in the Site other than the parties who have entered this Deed.

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed:
- 7.1.1. the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed which shall be limited to the sum of £600; and
 - 7.1.2 the sum of £260.00 in respect of the Council's initial fee for registering the obligations contained within this Deed.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and

- any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services, or in the event of any restructuring of posts by the Council such successor as the Council may from time to time determine, and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith secure the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or ceases to have effect by operation of law or expires before the Development has commenced then:
a) this Deed shall (except for paragraph b) below) cease to have effect; and
b) the Council shall forthwith cancel all entries made in the Register of Local Land Charges in respect of this Deed and return to the Owner any payments made under the terms of this Agreement.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after such person shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 Nothing contained or implied in this Deed grants planning permission or other consent or shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a Local Authority and its rights powers duties and obligations under any statute byelaw or regulation may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 7.11 The planning obligations in this Deed shall not be enforceable against:
7.11.1 any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant statutory undertaker is occupying the relevant part of the Site for purposes as a statutory undertaker; nor
7.11.2 anyone whose only interest in the Site or any part of it is the nature of the benefit of an easement or covenant, or as the owner of the subsoil of any highway within the Site.
- 7.12 Nothing contained or implied in this Deed shall prejudice affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

- 7.13 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party as detailed in this Deed or such other address notified in writing to the other party from time to time. Provided however that:
- 7.13.1 any notices to be served upon Jaguar Land Rover Limited are to be addressed to the Company Secretary and sent to G/34/8 Triangle 1st floor OGC, Banbury Road, Gaydon, CV35 0RR; and
- 7.13.2 any notices to be served upon the Council shall be marked for the attention of the Council's Head of Planning.
- 7.13 if the Council agrees pursuant to application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission all the Secretary of State or inspector in their determination of such appeal indicate that consequential amendments are required to this deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

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

10 INDEXATION

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

11 VAT

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

12 DISPUTES

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

13 INTEREST

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

14 JURISDICTION

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

15 DELIVERY

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

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

FIRST SCHEDULE
Covenants with the Council

The Owner covenants with the Council as follows:

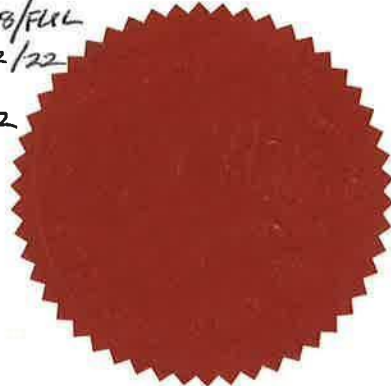
- 1 To pay the Social Value Monitoring Contribution to the Council prior to the Commencement of the Development
- 2 Not to Commence Development until the Social Value Monitoring Contribution have been paid to the Council pursuant to paragraph 1 of this Schedule
- 3 Prior to the Commencement of the Development the Owner shall pay the s.106 Monitoring Fee to the Council and shall not commence Development until the s.106 Monitoring Fee has been paid

SECOND SCHEDULE
Council's Covenants to the Owner

The Council hereby covenants with the Owner:

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

SEAL N°31061
AUTHORITY: 22/00458/FUL
JO SHERIDAN - 04/12/22
MARK CARWOOD -
09/12/22



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

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PARTY NAME:- N FAGAN
POSITION:- PRINCIPAL SOLICITOR

SIGNED AS A DEED by

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)

as Attorney for **JAGUAR LAND ROVER LIMITED**

Signature of Attorney

in the presence of:

Signature of Witness:

Full Name of Witness (in print):

Address of Witness:

