

Planning Obligation by Deed of Agreement

under Section 106 of the Town and Country Planning Act 1990

Relating to application for the erection of large scale warehouse (Use Class B8), with ancillary offices and staff welfare facilities, service yard, car park, landscaping and alterations to access

on land at Former Syntor Fine Chemicals, Acornfield Road,
Knowsley Industrial Park, Kirkby, Knowsley, L33 7UG

Planning Application 25/00396/FUL

Dated

2025

(1) Knowsley Metropolitan Borough Council

(2) Ryder & Granite Estates Limited

TABLE OF CONTENTS

INTRODUCTION

CLAUSES

- 1 DEFINITIONS
- 2 CONSTRUCTION OF THIS DEED
- 3 LEGAL BASIS
- 4 CONDITIONALITY
- 5 THE OWNER'S COVENANTS
- 6 THE COUNCIL'S COVENANTS
- 7 MISCELLANEOUS
- 8 WAIVER
- 9 CHANGE IN OWNERSHIP
- 10 INDEXATION
- 11 INTEREST
- 12 VAT
- 13 DISPUTE PROVISIONS
- 14 JURISDICTION
- 15 DELIVERY

THE SCHEDULES

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

SECOND SCHEDULE Owner's Covenants with the Council

 PART 1 Social Value Contribution

 PART 2 Travel Plan Contribution

 PART 3 Monitoring Contribution

THIRD SCHEDULE Council's Covenants

ANNEX 1 The Draft Planning Permission

ANNEX 2 The Plan

EXECUTION OF DEED

DATE

2025

PARTIES

- (1) **Knowsley Metropolitan Borough Council** of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) **Ryder Granite Limited** (co. reg. no. 15793759) whose registered office is situated care of Applied Nutrition, 1-2 Acornfield Road, Knowsley Industrial Park, Liverpool L33 7UG ("**Owner**")

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 leasehold owner of the Site registered under title number MS480838 and MS648175 (as detailed in the First Schedule).
- 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 is minded to grant planning permission subject to the prior completion of this Deed.
- 5 The parties to this Deed agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Regulations 2010 (as amended).

NOW THIS DEED WITNESSES as follows:

OPERATIVE PART

1 DEFINITIONS

- 1.1 "**Act**" means the Town and Country Planning Act 1990
- 1.2 "**Application**" means the application for planning permission submitted to the Council for the Development and allocated reference number 25/00396/FUL
- 1.3 "**Commencement of Development**" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "**Commence Development**" shall be construed accordingly
- 1.4 "**Committed**" means any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant

committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies

- 1.5 **“Development”** means erection of large scale warehouse (Use Class B8), with ancillary offices and staff welfare facilities, service yard, car park, landscaping and alterations to access
- 1.6 **“Index”** means All Items Index of Retail Prices issued by the Office for National Statistics
- 1.7 **“Indexation Date”** means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed
- 1.8 **“Index Linked”** means the contribution is to be adjusted by reference to the amount of any increase in the Index over the period from the Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant contribution to the Council (or where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose the date of application of such sum for the specified purpose) and **“Indexation”** shall be construed accordingly
- 1.9 **“Interest”** means interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time
- 1.10 **“Plan”** means the plan at Annex 2
- 1.10 **“Planning Permission”** means the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application a draft of which is at Annex 1 to this Deed
- 1.11 **“Site”** means the property (including land and any buildings) against which this Deed may be enforced as shown edged red on the Plan and more particularly described in the First Schedule
- 1.12 **“Working Day”** means any day which is not a Saturday Sunday Bank Holiday or public holiday in England.

2 INTERPRETATION

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

permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving through or under that party any title interest or estate in any part of the Site and in the case of the Council the successors to its relevant statutory functions.

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

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4 CONDITIONALITY

This Deed is conditional upon the grant of the Planning Permission save for the provisions of this clause 4 and clauses 1, 2, 3, 5.2, 7 - 15 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS AND WARRANTY

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

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

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

7.1 The Owner shall pay to the Council on completion of this Deed

7.1.1. the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and

7.1.2 the sum of £500 in respect of the Council's administrative costs for registering the obligations contained in this Deed.

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

7.3 This Deed shall be registrable as a local land charge by the Council.

- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services, or in the event of any restructuring of posts by the Council such successor as the Council may from time to time determine, and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith secure the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any planning obligations or other provisions of this deed after parting with its entire interest in the Site or its interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 Nothing contained or implied in this Deed grants planning permission or other consent or shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a Local Authority and its rights powers duties and obligations under any statute byelaw or regulation may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 7.11 The planning obligations in this Deed shall not be enforceable against:
- 7.11.1 any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant statutory undertaker is occupying the relevant part of the Site for its 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 the Owner shall be sent to the address on page 3 and marked for the attention of Steven Granite and Thomas Ryder; and

7.13.2 any notices to be served upon the Council shall be sent to the address on page 3 and marked for the attention of the Council's Head of Planning

7.13 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8. WAIVER

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

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. INTEREST

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

12. VAT

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

13. DISPUTES

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

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

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

Details of the Owner's Title

The leasehold land within title numbers:

MS480838 being Land and buildings on the South side of Woodward Road, Knowsley Industrial Park, Liverpool; and

MS648175 being Land lying to the southeast of Redwood Point, Woodward Road, Liverpool (L33 7UZ).
registered at HM Land Registry

Description of the Site

All that land known as Former Syntor Fine Chemicals, Acornfield Road, Knowsley Industrial Park, Kirkby, Knowsley, L33 7UG and shown edged red on the Plan at Annex 2.

SECOND SCHEDULE

Owner's Covenants to the Council

Interpretation

PART 1

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

- 1.1 **“Social Value Strategy”** means a strategy for providing training programmes and delivering social value during construction and end use phases of the Development as required and described in the SPD and a draft of which has been submitted by the Owner in support of the Application. The Social Value Strategy seeks to maximise opportunities for residents of Knowsley through:
 - 1.1.1 The creation of job opportunities;
 - 1.1.2 The provision of skills training;
 - 1.1.3 The means for advertising all vacancies (including subcontractor organisation vacancies) both which arise during the construction and the end use;
 - 1.1.4 Identifying appropriate training courses and assisting applicants for employment who are not currently qualified for a particular vacancy to obtain the necessary training and qualifications;
 - 1.1.5 The means of recruitment of local staff through Knowsley Works, Job Centre Plus and other professional recruitment partners; and
 - 1.1.6 The means of ensuring and promoting equal opportunities as part of the employment process.
- 1.2 **“Social Value Contribution”** means the sum of £7,732 (seven thousand seven hundred and thirty two pounds) to be used by the Council's approved partner organisation to support and monitor the provision of social value activity relevant to the Development in accordance with the approved Social Value Strategy.
- 1.3 **“SPD”** means the Council's adopted SPD “Adding Social Value to Development: Employment and Skills” September 2018

The Owner covenants with the Council as follows –

1. Prior to the Commencement of Development the Owner shall pay the Social Value Contribution to the Council and the Owner shall not Commence the Development until the Social Value Contribution has been paid to the Council
2. Prior to the Commencement of Development the Owner shall submit to and obtain the Council's approval to a Social Value Strategy covering the period from the approval of the Social Value Strategy through to the end use of the Development which will seek to maximise the employment and training opportunities arising in the course of the construction of the Development and the completed Development for the benefit of the residents of Knowsley and the surrounding areas which may include
 - 2.1 provision of on-site training and work experience, which may include on-site construction training and apprenticeships.
 - 2.2 the recruitment of construction and other workers through local recruitment partners (such as Fusion21, Knowsley Works and Job Centre Plus) in the first instance but the Owner shall with the written approval of the Council be permitted to extend this to national recruitment partners or agencies where the Owner has provided evidence to the Council that sufficient numbers of suitably skilled and qualified workers cannot be identified using local recruitment partners.
 - 2.3 the use of agreed means of advertising employment vacancies locally to maximise the opportunities for local residents to secure employment during the construction of the Development and the end use phase of the Development.and the Owner shall not Commence the Development until the Social Value Strategy has been approved by the Council.
3. The Owner shall thereafter implement the approved Social Value Strategy and shall provide regular reports when reasonably requested by the Council or its authorised agents on the employment and training opportunities arising in the course of the construction of the Development and the end use phase of the Development.
4. The Owner shall co-operate with the Council and its authorised agents and otherwise facilitate the monitoring by the Council of the delivery by the Owner of the Social Value Strategy.

TRAVEL PLAN CONTRIBUTION

PART 2

Interpretation

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

1. **“Travel Plan Contribution”** means the sum of £10,000 (ten thousand pounds) towards the costs of reviewing and monitoring any travel plan required under the terms of the Planning Permission.
2. The Owner covenants to pay the Travel Plan Contribution to the Council prior to Commencement of Development.
3. The Owner covenants not to Commence Development until the Travel Plan Contribution has been paid to the Council.

MONITORING CONTRIBUTION

PART 3

Interpretation

In this Part 3 the following words and phrases shall have the meanings:

1. "Monitoring Contribution" means the sum of £2,500 (two thousand five hundred pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.
2. The Owner covenants to pay the Monitoring Contribution to the Council prior to Commencement of Development.
3. The Owner covenants not to Commence Development until the Monitoring Contribution has been paid to the Council.

THIRD SCHEDULE

Council's Covenants to the Owner

The Council hereby covenants with the Owner:

- 1 to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree
- 2 that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if such sum has been Committed to be spent by the Council) within 10 (ten) years of the date of receipt by the Council of the payment such payments to be paid together with interest at Barclay's Bank PLC base rate from time to time for the period from the date of payment to the date of refund
- 3 that it will provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed

ANNEX 1 The Draft Planning Permission



Knowsley Council

**REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT**

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION

Application No: 25/00396/FUL

Name and address of applicant

RYDER & GRANITE ESTATES LIMITED
C/O Applied Nutrition
1-2 Acornfield Road
Knowsley Industrial Park
Liverpool
L33 7UG

Name and address of agent

MAZE Planning Solutions
3 Piccadilly Place
Manchester
M1 3BN

Date of Receipt: 25 June 2025

Date Valid: 18 July 2025

Address/Location Of Development:

Former Syntor Fine Chemicals
Acornfield Road
Knowsley Industrial Park
Kirkby
Knowsley
L33 7UG

Description of Development:

**ERECTION OF LARGE SCALE WAREHOUSE (USE CLASS B8), WITH
ANCILLARY OFFICES AND STAFF WELFARE FACILITIES, SERVICE YARD,
CAR PARK, LANDSCAPING AND ALTERATIONS TO ACCESS**

The Council of the Metropolitan Borough of Knowsley hereby give notice in pursuance of the above Act(s) that Planning Permission has been **granted** for the carrying out of the development referred to above in accordance with the application and plans submitted.

1. The development must be begun not later than the expiration of three years beginning with the date of this permission.

Reason: In order to comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).

2. The development hereby permitted shall be carried out in accordance with the approved plans and documents listed in Schedule 1.

Reason: For the avoidance of doubt.

3. Prior to the commencement of development of works on the building, a biodiversity gain plan and Habitat Management and Monitoring plan (HMMP) must be submitted to the local planning authority. The plan must include the following:
 - (a) information about the steps taken or to be taken to minimise the adverse effect of the development on the biodiversity of the onsite habitat and any other habitat,
 - (b) the pre-development biodiversity value of the onsite habitat,
 - (c) the post-development biodiversity value of the onsite habitat,
 - (d) any registered offsite biodiversity gain allocated to the development and the biodiversity value of that gain in relation to the development,
 - (e) any biodiversity credits purchased for the development, and
 - (f) such other matters as the Secretary of State may by regulations specify.The plan will be informed by a landscaping scheme (see condition 4). Development cannot commence until the biodiversity net gain plan and Habitat Management and Monitoring plan have both been approved by the local planning authority.

Reason: To comply with the Environment Act 2021.

4. Prior to the occupation of the building a landscape scheme and ecological management plan to enhance biodiversity shall be submitted to and have been approved by the local planning authority.

The landscaping shall include native tree and plant species.

Any landscaping or tree planting shall be wholly implemented in its finally approved form in accordance with the approved scheme within the first available planting season following the substantial completion of development. Any tree or other planting which is lost, felled, removed, becomes diseased, or is substantially damaged within a period of five years thereafter shall be replaced in kind during the first available planting season following the date of loss or damage.

Reason: To enhance biodiversity and to comply with Policy CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

5. No development shall take place until an assessment of the risks posed by any contamination and a remediation scheme have both been submitted to and been approved by the Local Planning Authority. This assessment must be undertaken by a suitably qualified contaminated land practitioner, in accordance with authoritative guidance (CLR 11), and shall assess any contamination on the site, whether or not it originates on the site. Moreover, it must include (were relevant):
 - (i) a survey of the extent, scale and nature of contamination;
 - (ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodlandand

- service lines and pipes,
- adjoining land,
- groundwaters and surface waters,
- ecological systems,
- archaeological sites and ancient monuments.

B. Submission of Remediation Scheme

No development shall take place until a detailed remediation scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme must include an appraisal of remediation options, identification of the preferred option(s), the proposed remediation objectives and remediation criteria, and a description and programme of the works to be undertaken including the verification plan. As a minimum, the scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to its intended use.

C. Implementation of Approved Remediation Scheme

The approved remediation scheme shall be implemented and a verification report submitted to and approved in writing by the Local Planning Authority, prior to the development (or relevant phase of development) being brought into use.

D. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported immediately to the Local Planning Authority. Development on the part of the site affected must be halted

and a risk assessment carried out and submitted to and approved in writing by the Local Planning Authority. Where unacceptable risks are found remediation and verification schemes shall be submitted to and approved in writing by the Local Planning Authority. These shall be implemented prior to the development (or relevant phase of development) being brought into use.

- Development shall not commence until a detailed SUDS based drainage scheme based on the principles of The SUDS Manual (C753, New version, June 2025) and the criteria as set out within Knowsley Strategic Flood Risk Assessment (SFRA, Levels 2), has been submitted and approved in writing by the Local Planning Authority (LPA). The applicant should provide suitable drainage drawings, summary calculations and results of all investigations detailing the surface water drainage works as set out in Drainage Strategy (Ref. S4711-BDN-XX-XX-RP-C-02) dated 08/07/25). The works shall be implemented in accordance with the approved scheme before the development is brought into use, or as set out in the approved phasing details and retained hereafter.

For avoidance of doubt, the surface water and drainage strategy, detailed design, drawings, calculations and supporting information shall be expected to consider the following elements:

oAn explanation of existing drainage system/mechanism and flow paths on the site and that how the site is currently affected by off-site surface water runoff shall be required.

- o The impact of climate change for the Alt River catchment on rain intensity for 2070 should be considered as 45%.
- o Given the site characteristics, it would be acceptable to discharge surface water from site to the public sewer system. The LLFA agrees with the QBAR greenfield runoff rate or 5l/s as the maximum discharge rate.
- o Should the design of drainage network is based on 1 in 30 plus 45% CC event, then the area of the developed site that might be flooded during the 1 in 100 plus 45% CC event should be determined. In these areas, if the flooded water pools, the extent and depth of the flooded water should be determined; and if the flooded water flows, its direction and destination should be specified.
- o Flow routes need to be considered when all on site drainage systems have been overwhelmed by an event of greater intensity than the design criteria (1 in 100 + 45% CC). The impact of exceedance flows from and on adjacent land should also be considered. Calculations and plans should be provided to show where above-ground flooding might occur, where this would pool and flow and the maximum depth of flood flows shall be established and managed so as to mitigate the flood impact to people and buildings.
- o An evaluation of impact of potential failure of the drainage system should be provided. The risk assessment should include for blockage of pipes, blockage of outlet structures/soakaway and risk of impediments across planned flood routing paths. The drainage design should be supported by a designer's risk assessment that identifies key points of failure of the system and what means have been considered to limit risk of failure.
- o Demonstrating that adequate water quality of the off-site surface water flows (draining into a sewer, watercourse and ground) in accordance with the Simplified Index Approach as set out within Section 26 of the SUDS Manual (C753) can be achieved during all phases of the development. In this case that an industrial yard is proposed, water quality risk to surface water bodies and groundwater should be assessed (screening risk or detailed risk assessment) and mitigation measures to be adopted to ensure that risk to both surface water bodies, and groundwater are effectively managed (see Table 26.1 of the SUDS Manual).
- o Compliance to conditions posed by the United Utilities and Environment Agency will be required.
- o In compliance to the above points, detailed drainage plan showing the layout of the proposed drainage network, post development impermeable area, the location and specifications of the drain and storage elements within the proposed development, including any chamber, pipe numbers, direction of flow, invert and cover levels, gradients, diameters and dimensions should be updated.
- o Details of management and maintenance of the sustainable drainage system.

Reason: In order to avoid harmful flood risk impacts.

7. Prior to commencement of development a Construction Management statement and plan shall be submitted to and agreed in writing by the Local Planning Authority that details the means of mitigation of construction effects. This shall include but not be limited to the following:
 - a. A detailed layout of the site compound, identifying designated areas for plant and material storage, delivery vehicle loading/unloading, and turning provision (to be provided for each construction phase as required).
 - b. A delivery management plan, including measures to prevent waiting or layover of construction traffic on the public highway, controls for site access/egress, and any necessary temporary traffic management arrangements. Reversing on the highway is prohibited unless directed by a trained Banksman (RoSPA or equivalent).
 - c. Arrangements for the parking of construction staff vehicles.

- d. Measures to prevent the transfer of mud and debris onto the highway, including the location, type, and operation of wheel washing facilities.
- e. Methods for dust control and suppression.
- f. A programme of works, including details of construction phasing where applicable.
- g. Provision for addressing any abnormal wear or damage to the highway network, where relevant.
- h. Measures to minimise noise impacts.

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with saved Policies H5, and ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and Policy CS2 of the Core Strategy, adopted January 2016.

8. The piling or any other ground improvement using penetrative method hereby permitted by the local planning authority may not commence until such time as a scheme has been submitted to, and approved in writing by, the LPA. The scheme shall be based on the information submitted as part of the application and, where necessary, supported by:
- o Foundation Works Risk Assessment
 - o A conceptual site model
 - o Specification of the type, number and depth of proposed piles/ foundations/ dimensions of shaft/tunnel/ design of heating and cooling system
 - o A detailed groundwater monitoring programme including a schedule for submission of interim and final monitoring reports
 - o A contingency action plan including the list of potential mitigation measures that will be implemented, should unexpected changes in groundwater quality be noted as a result of decommissioning piling or any other foundation design works.
 - o Timing/phasing arrangements.
 - o The scheme shall be fully implemented and subsequently maintained, in accordance with the timing/phasing arrangements contained in the scheme, or any details as may subsequently be agreed, in writing, by the LPA.

Reason To ensure that the proposed final design activity, does not harm groundwater resources in line with paragraph 187 of the NPPF and Position Statement J of The Environment Agency's approach to groundwater protection. This is supported by 'Policy CS8: Green Infrastructure' of the Knowsley Local Plan Core Strategy (January 2016).

9. No development shall take place (including any demolition, ground works, site clearance) until a method statement for swallow has been submitted to and approved in writing by the Local Planning Authority. The content of the method statement shall include:
- o Avoidance measures to avoid harm to swift;
 - o Extent and location of proposed swift nesting provision; and
 - o Timing for implementation of replacement swift nesting provision

Reason: In order to avoid harm to swallows during construction.

10. The development shall not be brought into use until a Travel Plan has been submitted to and approved in writing by the Council as Local Planning Authority. The Plan shall include immediate, continuing and long-term measures to promote and encourage alternative modes of transport to the single-occupancy car. For the avoidance of doubt, the Travel Plan shall include, but not be limited to:

- o Involvement of employees.
- o Information on existing transport policies, services and facilities, travel behaviours and attitudes.
- o Access for all modes of transport.
- o Targets for mode share.
- o Resource allocation including Travel Plan Co-ordinator and budget.
- o A parking and management strategy.
- o A marketing and communications strategy.
- o Appropriate measures and actions to reduce car dependence and encourage sustainable travel.
- o An action plan, including a timetable for the implementation of each of the above.
- o Mechanisms for monitoring, reviewing and implementing the Travel Plan.
- o The approved Travel Plan shall be implemented in accordance with the timetable contained therein and shall continue to be implemented as long as any part of the development is occupied and in use.
- o An annual report shall be submitted to the Council no later than 1 month following the anniversary of the first occupation of the development for a period of 5 years.
- o The report shall include a review of the Travel Plan measures, monitoring data and updated action plan.

Reason: To maximise opportunities for travel by modes of transport other than the private car, and to ensure that the development is sustainable.

11. The development hereby permitted shall not be occupied until details of bird boxes to include number, type and location on an appropriately scaled plan as well as timing of installation, has been provided for approval and implemented in accordance with those details. Evidence of implementation (i.e. photographs) will need to be provided to the Local Planning Authority to enable discharge of the condition.

Reason: In order to provide habitats for birds.

12. Any non B8 (Storage and Distribution) use shall be limited to no more than 15% of the total floor area of the building.

Reason: For the avoidance of doubt and to ensure that any office or other use retail use remains ancillary to the Use Class B8 use of the unit to which the use relates, so complying with Policies CS4 and CS11 of the Knowsley Local Plan Core Strategy adopted January 2016 and saved Policy EC3 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

13. The tree protection measures specified in the no dig measures note (received 11/11/2025) to protect the tree fronting Acornfield Road shall be implemented during any construction works.

Reason: In order to avoid harm to the existing mature tree.

14. Fixed plant and machinery associated with the development shall be designed to a level that is at least 5dB(A) below the existing LA90 background noise level as measured during the relevant time period. Any tonal, impulsive and/or irregular noise would be addressed by imposing a penalty as per the methodology set out in BS 4142:2014+A1:2019, Methods for rating and assessing industrial and commercial

sound. Noise limits for fixed plant are to apply at a position 1 metre from the closest affected window of the nearest noise sensitive property.

Reason: In order to protect residents from harmful noise levels.

15. No ground clearance or building works is to take place during the period 1 March to 31 August inclusive. If it is necessary to undertake works during the bird breeding season then all buildings, ground and vegetation are to be checked first by an appropriately experienced ecologist to ensure no breeding birds are present. If present, details of how they will be protected are required to be submitted for approval.

Reason: In order to avoid disturbance to breeding bird habitat.

16. No mezzanine flooring shall be erected on site without planning permission having been granted by the local planning authority.

Reason: In order to avoid unrestricted mezzanine floorspace causing shortage of parking.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
----------------------	----------------	----------------	-------------------------------

REASON(S) FOR THE GRANTING OF PLANNING PERMISSION

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

CS4 - Economy and Employment
CS2 - Development Principles
CS7 - Transport Networks
CS8 - Green Infrastructure
CS11 - Principal Regeneration Area - Knowsley Industrial and Business Parks
CS19 - Design Quality and Accessibility in New Development
CS21 - Greenspaces and Trees
CS24 - Managing Flood Risk

KNOWSLEY LOCAL PLAN: CORE STRATEGY

SAVED POLICIES - KNOWSLEY REPLACEMENT UNITARY DEVELOPMENT PLAN (ADOPTED JUNE 2006)

EC3 - Primarily Industrial Areas
DQ4 - Trees and Development
ENV5 - Contaminated Land

This informative is only intended as a summary of the reason(s) for the granting of planning permission. Should you require any further details relating to the decision please contact the relevant case officer (Andrew Hunt on 0151 443 2204)

ARTICLE 35 STATEMENT

NOTE FOR APPLICANT:

IMPORTANT - PLEASE READ CAREFULLY THE NOTES BELOW AS FAILURE TO COMPLY COULD MAKE THE DEVELOPMENT HEREBY PERMITTED UNAUTHORISED

- 1) This planning permission is granted in strict accordance with the approved plans. It should be noted however that:
 - a) Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.
 - b) You or your agent or any other person responsible for implementing this permission should inform Planning Services immediately of any proposed variation from the approved plans and ask to be advised as to the best method to resolve the matter. Most proposals for variation to the approved plans will require the submission of a new planning application.
- 2) This permission is granted subject to conditions and it is the owner of the property and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.
- 3) If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development this is called a "condition precedent". The following should be noted with regards to conditions precedent.
 - a) If a condition precedent is not complied with prior to the start of development, the whole of the development will be unauthorised and you may be liable to enforcement action.
 - b) In addition, if the requirements of a condition precedent are subsequently not complied with, the development is unauthorised and the only way to rectify the development is the submission of a new application.

If any other type of condition is breached then you will be liable to a breach of condition notice.

- 1 It is the applicant's responsibility to investigate the existence of any pipelines that might cross or impact their proposed site and also to demonstrate the exact relationship between United Utilities' assets and the proposed development. The applicant should not rely solely on the detail contained within asset maps when considering a proposed layout.

2

Executive Director – Regeneration and Economic Development

Date: 27 November 2025

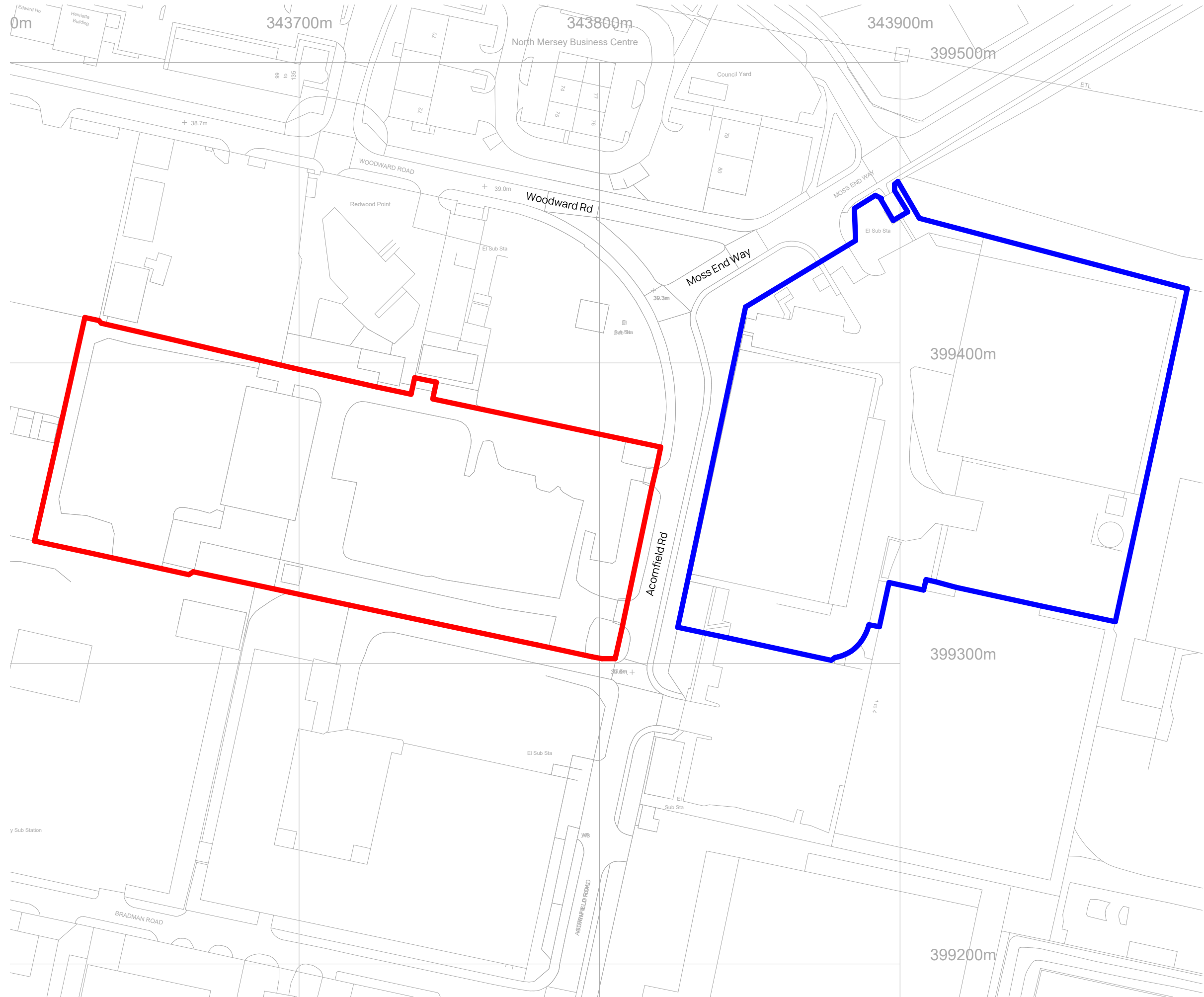
IMPORTANT NOTES FOR YOUR ATTENTION:

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

Appeals to the Secretary of State

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

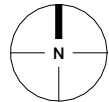
ANNEX 2 The Plan



Location Plan

1:1250

Do not scale from drawings unless by agreement with Architect/Engineer, except for Planning purposes. Work to figured dimensions only. Check all dimensions on site prior to commencing the works. Drawings to be read in conjunction with other relevant consultant information. Where any discrepancy is found to exist it should be reported to the Architect/Engineer immediately.



Revision	Date	Issued	Description
P2	04/03/25	JW	Planning - Draft
P3	14/03/25	JW	Planning
P4	08/07/25	JW	Amend Title Block

Client & Project

Applied Nutrition
New Industrial Storage Unit & Office

Address

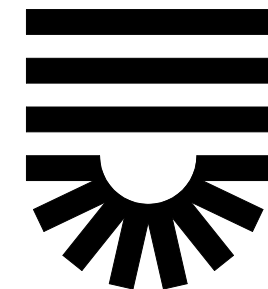
Fmr. Syntor Fine Chemicals Site
Acornfield Rd,
Liverpool L33 7UG

Drawing Title

Location Plan

Status / Stage	Scale @ A3	Drawn	Checked	Approved
S3	1 : 1250	JW		

Drawing Number	Revision
S4711-BDN-XX-XX-DR-A-(05)5000	P4



Established 1983.

T: 01915356189 E: hello@bdnltld.com
W: www.bdnltld.com

North East (Head Office)
The Old School, Simpson Street,
Sunderland, SR4 6DR

North West
Room 110, Ulverston Business Centre,
Ulverston, LA12 7LQ

BuildingDesignNorthern

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

Authorised Signatory:

EXECUTED as a DEED by RYDER & GRANITE ESTATES LIMITED acting by STEVEN GRANITE a director in the presence of:	
I confirm that I was physically present when STEVEN GRANITE signed this deed.	
Witness Signature	
Witness Name	
Witness Address	
Witness Occupation	