

Dated

6th March

2026

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

Planning Act 1990

relating to Unit 2/3 and 4, Irlam Drive, Kirkby, Liverpool L32 8US

Planning Application Ref: 25/00627/FUL

- (1) Knowsley Metropolitan Borough Council
- (2) Lidl Great Britain Limited

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DATE

6th March

2026

PARTIES

- (1) **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings, Archway Road, Huyton, Knowsley, Merseyside, L36 9YU ("Council")
- (2) **LIDL GREAT BRITAIN LIMITED** (Company Registration Number 02816429) whose registered office is at 14 Kingston Road, Surbiton, KT5 9NU ("Developer")

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 Council is the freehold owner of the Site registered under title number MS542015 and is the leasehold owner of that part of the site registered under title number MS266462.
- 3 The Developer has the benefit of the Agreement for Lease whereby on satisfaction of conditions as specified in the Agreement for Lease including the grant of planning permission the Council will grant a lease to the Developer subject to and in accordance with the matters set out in the Agreement for Lease.
- 4 The Developer has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 5 The Council is minded to grant planning permission subject to the prior completion of this Deed.
- 6 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 Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"

the Town and Country Planning Act 1990.

"After Acquired Interest"

means the Leasehold Estate or any interest in the Site currently in the ownership of a party other than the Developer (including for the avoidance of doubt the Council's freehold and leasehold interests in the Site) being an interest giving a power to sell

	convey or release any part of the Site which is thereby not presently the subject of the obligations set forth in this Deed.
"Agreement for Lease"	means a conditional agreement for lease dated 12 November 2025 and made between the Council (as landlord) (1) and the Developer (as tenant) (2).
"Application"	the application for full planning permission submitted to the Council for the Development and allocated reference number 25/00627/FUL.
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out 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 two units for food and non-food retail use (use class E(a)) including roof top solar panels, servicing area and access, substations, plant compounds, rearrangement of existing car and bicycle parking, motorcycle parking, landscaping and associated works.
"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 applicable 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 Developer 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 3% (three per cent) above the base lending rate of Barclays Bank PLC from time to time.
"Lease"	a lease of the Site for a term of 25 years to be granted by the Council to the Developer pursuant to the Agreement for Lease.
"Leasehold Estate"	the legal estate to be created by the Lease registrable at the Land Registry by the Developer.
"Mortgagee"	a mortgagee to whom the Developer shall grant a legal charge over the Leasehold Estate (if any).
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction, fitting out or decoration or temporary occupation for marketing or display or in relation to security operations.
"Post-acquisition Obligation"	an agreement made pursuant to section 106 of the Act binding the Leasehold Estate or other interest acquired in the Site on the terms of this Deed mutatis mutandis.
"Plan"	the plan attached to this Deed labelled "Site Location Plan".
"Planning Permission"	the planning permission subject to conditions to be granted by the Council

pursuant to the Application as set out in the Fourth Schedule.

"Site"

the land against which this Deed may be enforced as shown edged red on the Plan and described in the First Schedule.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective 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, 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 Developer 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 Developer in the manner hereinafter appearing.
- 3.3 To the extent that any of the covenants, restrictions and requirements contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto and/or facilitating the enforcement of the obligations contained herein against the Developer and with the intent of binding the Developer to observe and perform the obligations as contained in this Deed.

4 CONDITIONALITY

Save for this clause and clauses 1 – 3 and 7 – 15 which shall come into effect on the date hereof this Deed is conditional upon the grant of the Planning Permission.

5 THE DEVELOPER'S COVENANTS

- 5.1 The Developer covenants with the Council as set out in the Second Schedule.
- 5.2 The Developer covenants that with effect from the date upon which the Developer acquires an After Acquired Interest the terms of this Deed shall be binding upon and enforceable against the Developer in respect of the After Acquired Interest (and anyone acquiring an interest in the Site from them including a Mortgagee).
- 5.3 The Developer further covenants that it shall within 14 days following the acquisition of such After Acquired Interest give notice thereof to the Council and at the same time deliver a Post-acquisition Obligation as a deed supplemental to this Deed on terms mutatis mutandis to the provisions of this Deed in order to bind such After Acquired Interest by the terms of this Deed in a form approved by the Council whereupon this Deed shall cease to be enforceable having been superseded by the Post-acquisition Obligation accordingly save to the extent of any pre-existing breach of the obligations contained within this Deed.
- 5.4 The Developer covenants with the Council so as to bind its interest in the Site that no works pursuant to the Planning Permission will be carried out on the Site until the Developer has acquired the Leasehold Estate pursuant to the terms of the Agreement for Lease and that interest is bound by the terms of the Post-acquisition Obligation.
- 5.5 The Developer further covenants with the Council to enter into such further or supplemental deeds and documents and perform such acts as may be required to give full and proper effect to the terms of this Clause 5 the intention being that any person with a legal interest in the Site for the purposes of Section 106 is bound by its terms.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Developer as set out in the Third Schedule.

7 MISCELLANEOUS

- 7.1 The Developer 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 £500.00 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 Developer 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.

- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 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 effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) 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 of the planning obligations or other provisions of this Deed after it 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 The planning obligations in this Deed shall not be enforceable against:
- 7.9.1 any statutory undertaker or utility provider 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 against plant equipment conduits or structures located within the Site for its operational purposes; nor
- 7.9.2 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant, or as the owner of the sub-soil of any highway within the Site.
- 7.10 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.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.12 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.
- 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 Developer 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 the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Developer agrees with the Council to give the Council 14 days written notice of any disposals of the Site (or part thereof) 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 Site purchased or demised (as appropriate) by reference to a plan.

10 INDEXATION

Any sum referred to in the Second Schedule shall be Index Linked and where the Developer 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 actual 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 DISPUTE PROVISIONS

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-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 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 non-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 Council's title and description of the Site

Details of the Title

The freehold property being land on the north side of Cherryfield Drive, Kirkby and comprised in title number MS542015.

The Leasehold property being land and buildings to the South of Hall Lane, Kirkby and comprised in title number MS266462.

Description of the Site

All that land known as Unit 2/3 and 4, Irlam Drive, Kirkby, Liverpool L32 8US (and described in the application as Car Park Off Telegraph Way Kirkby Town Centre Knowsley) shown edged red on the attached Plan.

SECOND SCHEDULE

Covenants with the Council

PART 1

Social Value

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 Developer 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 £3,386 (three thousand three hundred and eighty six 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 Developer covenants with the Council as follows –

- 1. Prior to the Commencement of Development the Developer shall pay the Social Value Contribution to the Council and the Developer shall not Commence the Development until the Social Value Contribution has been paid to the Council
- 2. Prior to the Commencement of Development the Developer 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 up to and including 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 Developer shall with the written approval of the Council be permitted to extend this to national recruitment partners or agencies where the Developer has provided evidence to the Council that sufficient numbers of suitably skilled and qualified workers cannot be identified using local recruitment partners; and
- 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 Developer shall not Commence the Development until the Social Value Strategy has been approved by the Council.

- 3. The Developer 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 Developer shall co-operate with the Council and its authorised agents and otherwise facilitate the monitoring by the Council of the delivery by the Developer of the Social Value Strategy.

PART 2

Travel Plan

Interpretation

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

"Travel Plan" means the Travel Plan to be submitted and approved pursuant to condition 8 of the Planning Permission.

"Travel Plan Contribution" means the sum of £5,000 (five thousand pounds) towards the costs of the monitoring of the Travel Plan.

The Developer covenants with the Council as follows –

1. to pay the Travel Plan Contribution to the Council prior to Commencement of Development.
2. not to Commence Development until the Travel Plan Contribution has been paid to the Council.

PART 3

Monitoring Fee

Interpretation

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

"Monitoring Fee" means the sum of £2500 (two thousand five hundred pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

The Developer covenants with the Council as follows:

1. Prior to the Commencement of Development the Developer shall pay the Monitoring Fee to the Council and shall not Commence Development until the Monitoring Fee has been to the Council.

THIRD SCHEDULE

Council's Covenants

Use and repayment of financial contributions

- 1 The Council hereby covenants with the Developer to use all sums received from the Developer 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 Developer and the Council shall agree.
2. The Council covenants with the Developer that it will pay to the Developer such amount of any payment made by the Developer 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 fifteen (15) years of the date of receipt by the Council of the payment such payments to be paid together with interest at Barclays Bank PLC's 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 Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Deed.

**FOURTH SCHEDULE
DRAFT PLANNING PERMISSION**



Knowsley Council

REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT

TOWN AND COUNTRY PLANNING ACT 1990

S. Jardine
[Signature]

PLANNING PERMISSION

Application No: 25/00627/FUL

Name and address of applicant

Lidl Great Britain Limited
Regional Distribution Centre
Eastgate Way
Manor Park
Runcorn
WA7 1NT

Name and address of agent

Rapleys LLP
York House
York Street
Manchester
M2 3BB

Date of Receipt: 19 November 2025

Date Valid: 17 December 2025

Address/Location Of Development:

Car Park Off Telegraph Way
Kirkby Town Centre
Knowsley

Description of Development:

ERECTION OF TWO UNITS FOR FOOD AND NON-FOOD RETAIL USE (USE CLASS E(A)) INCLUDING ROOFTOP SOLAR PANELS, SERVICING AREA AND ACCESS, SUB-STATIONS, PLANT COMPOUNDS, REARRANGEMENT OF EXISTING CAR AND BICYCLE PARKING, MOTORCYCLE PARKING, LANDSCAPING AND ASSOCIATED WORKS.

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

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

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

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

Reason: For the avoidance of doubt.

3. No development shall commence (excluding site clearance and enabling works) until a standalone Construction Management Plan (CMP) has been submitted to and approved in writing by the Local Planning Authority, in consultation with the Local Highway Authority.

The CMP shall include, but not limited to:

- o Construction vehicle access arrangements and routing strategy
- o Location and layout of the site compound, including areas for loading/unloading material storage and contractor parking
- o Traffic management measures and delivery time restrictions to avoid peak hours
- o Wheel washing and measures to control mud/debris or other materials
- o Measures to control noise
- o Phasing and programme of construction works

The development shall be carried out in full accordance with the approved CMP for the duration of the construction works.

Reason: To minimise disruption during construction, maintain highway safety, and protect the amenity of neighbouring occupiers in accordance with saved Policies H5, and ENV2 of the Knowsley Replacement Unitary Development Plan, (adopted June 2006) and Policy CS2 (Development Principles) of the Core Strategy (adopted January 2016).

4. 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.

5. Development shall not commence until a detailed SuDS scheme based upon the principles of the SuDS Manual (C753) (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 using principles of the

surface water drainage design as set out in Flood Risk Assessment report dated April 2025. The maximum rate of discharge, off-site, shall not exceed the greenfield runoff rate unless otherwise agreed in writing with the LPA. The works shall be implemented in accordance with the approved scheme before the development is brought into use.

Reason: In order to avoid potential harm from flood risk impacts.

6. Development shall not commence until a scheme has been submitted to and approved in writing by the local planning authority which specifies the provisions to be made for the control of noise emanating from the site. The scheme shall be based on the results of a noise assessment which suitably characterises the noise climate at nearby residential dwellings both prior to and following the operation of the development permitted.

The following noise levels shall be met after implementation of the scheme; 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.

All works which form part of the scheme shall be implemented in full in accordance with the scheme as agreed. Documentary evidence of the works shall be submitted to and approved in writing by the Local Planning Authority prior to first use of the development.

Reason: To protect neighbours from harmful noise levels.

7. Prior to the occupation of the building, a landscape scheme (including detailed Planting specifications) and ecological management plan to enhance biodiversity shall have been submitted to and have been approved by, the local planning authority. The works shall be carried out in accordance with the submitted details.

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.

8. Prior to first occupation, a Travel Plan must have been submitted to and been approved by the Local Planning Authority in consultation with the Local Highway Authority.

The approved Travel Plan shall include:

- oActive travel measures, including, EV/pool vehicles, and engagement with local community groups and Merseytravel.
- oFunding for promotional events and materials.

The Travel Plan shall be implemented in full accordance with an agreed timetable.

Reason: To encourage sustainable travel behaviour, reduce reliance on private vehicles, and ensure safe, efficient and accessible transport options in line with NPPF paragraphs 104-111, promoting sustainable transport and reduced congestion

and the objectives of Policy CS15 (Transport Infrastructure) of the Knowsley Local Plan: Core Strategy (adopted January 2016).

9. The development shall not be occupied until a scheme for the provision of cycle and motorcycle parking, in accordance with the Council's current standards, has been submitted to and been approved by, the Council as Local Planning Authority. The scheme shall be implemented as approved before any part of the development is brought into use and shall be retained as such thereafter. For the avoidance of doubt, long stay cycle parking must be covered and offer a means to secure the cycles.

Reason: To ensure that adequate provision is made for parking cycles and motorcycles on the site and to comply with Policy CS7 of the Core Strategy, adopted January 2016.

10. The development hereby permitted shall not be occupied until details of bird and bat 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. The bird and bat boxes shall be retained hereafter in accordance with the approved details.

Reason: In order to provide habitats for birds.

11. The development hereby permitted shall not be occupied until detailed visibility splays have been submitted to and been approved by the local planning authority demonstrating safe access into the site.

Reason: In order to ensure appropriate highways visibility.

12. The site shall be used for food and non food retail units only and for no other purpose.

Reason: To prevent an inappropriate use of the site.

13. The habitats on site are suitable for hedgehog (a Priority Species).The following reasonable avoidance measures should be put in place to ensure that there are no adverse effects on them:

oA pre-commencement check for hedgehog;

- o All trenches and excavations should have a means of escape (e.g. a ramp);
- o Any exposed open pipe systems should be capped to prevent mammals gaining access; and
- o Appropriate storage of materials to ensure that mammals do not use them.

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

14. 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.

Materials Management Plan

Prior to the reuse of site won materials ('waste' and non-waste) a Materials Management Plan, signed off by a Qualified Person, shall be submitted to and agreed in writing with the local planning authority. The MMP shall demonstrate that any reuse of contaminated materials does not result in increased risk to the environment or human health.

Soil/Material (Either Imported or Site Won).

No top soil is to be imported or used on the site until it has been tested for contamination and assessed for its suitability for the proposed development, a suitable methodology for testing this material should be submitted to and agreed by the Local Planning Authority prior to the soils being imported/used onto site. The methodology should include the sampling frequency, testing schedules, criteria against which the analytical results will be assessed (as determined by the risk assessment) and source material information. The analysis shall then be carried out and evidence submitted to and approved in writing to by the Local Planning Authority.

15. 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.

16. The Telegraph Way access shall be used for deliveries only, with no customers being allowed to use this access.

Reason: To reduce traffic impacts on the school to the north.

17. No construction work shall take place outside the hours of 08:00-18:00 hours Monday to Friday, 08:00-13:00 hours Saturday and not at all on Sundays/Public Holidays.

Reason: To reduce noise impacts on neighbours.

18. No building shall be open to the public outside the hours of 07:00 to 23:00 on any day.

Reason: To reduce noise impacts on neighbours

19. No deliveries or refuse collection shall take place outside the hours of 07:00 to 23:00 hours on any day.

Reason: To reduce noise impacts on neighbours.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
06/01/2026	XX-XX-D-A-91006	P07	
06/01/2026	XX-XX-D-A-91001	P29	
06/01/2026	XX-XX-D-A-99001	Rev P14	
12/12/2025	XX-XX-DR-A-03001	P06	
12/12/2025	XX-XX-DR-A-02002	P02	
12/12/2025	XX-XX-D-A-99005	P05	
12/12/2025	XX-XX-D-A-90002	P06	
12/12/2025	XX-RF-D-A-01001	P13	
12/12/2025	XX-00-D-A-01001	REV P12	
19/11/2025	DWG 00	-	
19/11/2025	DWG 01	-	
19/11/2025	DWG 02	-	
19/11/2025	SCP-250134-0001	P04	
19/11/2025	SQ4S-PV-LIDL-K2367-R-A	-	
19/11/2025	01B	-	

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:-

KNOWSLEY LOCAL PLAN: CORE STRATEGY

- CS2 - Development Principles
- CS4 - Economy and Employment
- CS6 - Town Centres and Retail Strategy
- CS7 - Transport Networks
- CS8 - Green Infrastructure
- CS10 - Principal Regeneration Area - Kirkby Town Centre
- CS19 - Design Quality and Accessibility in New Development

CS21 - Greenspaces and Trees

CS24 - Managing Flood Risk

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

DQ4 - Trees and Development

ENV2 - Noise and Vibration

ENV3 - Light Pollution

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

The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including planning policies and any representations that may have been received and subsequently determining to grant planning permission in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

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.

2 Works within the Highway

It is an offence under the Highways Act 1980 to carry out any works within the public highway without the written consent of the Highway Authority. Planning permission does not grant consent. Any off-site highway work must be delivered through legal agreements under Sections 38 and/or 278 of the Highways Act 1980. Early engagement is required.

Contact: Knowsley's Highways Team - HighwaysEnquiries@knowsley.gov.uk

Travel Plan Monitoring Fee

The applicant is advised that the Council applies a charge for assessing and monitoring Residential Travel Plans in accordance with the published Fees and Charges Schedule. The applicant should contact the Local Highway Authority at the earliest opportunity to confirm the applicable fee and payment arrangements.

Off-site Works and Discharge of Conditions

Any off-site highway works required by planning condition must be secured via a Section 278 agreement with Knowsley Council as Highway Authority. Discharge of planning conditions does not remove the developer's obligation to ensure that designs meet all technical, safety, and adoption requirements under the Highways Act 1980.

Where the Section 278 or S38 technical approval process results in revisions to the works approved under planning conditions, the developer must submit these revisions to the Local Planning Authority for approval as a Non-Material Amendment (or minor material amendment where appropriate). This ensures that the development delivered remains consistent with the approved planning permission and meets all legal and technical standards.

This ensures works are deliverable, safe, and enforceable prior to occupation, in accordance with NPPF paragraph 110 and Policy CS19 of the Knowsley Local Plan: Core Strategy (adopted January 2016).

Streetworks and Utility Coordination

The developer must coordinate statutory undertakers works within Knowsley with Knowsley Council's Streetworks Team to minimise disruption to highway users. A programme of implementation must be agreed, with works planned to reduce impact.

Contact: Knowsley's NRSWA Team - NRSWA.TeamDRES@knowsley.gov.uk

Highway Condition Survey

Prior to the commencement of development, a joint inspection of the condition of the surrounding carriageways and footways should be undertaken with Knowsley Council. Any damage arising from construction works will be the responsibility of the developer to repair.

Contact: Knowsley's Highways Site Development Team - SiteDevelopment@knowsley.gov.uk

Site Cleanliness and Highway Protection

The developer is reminded that under Sections 131, 148 and 149 of the Highways Act 1980 it is an offence to deposit mud, debris or materials onto the highway, or to damage the road surface. Appropriate wheel washing and site management measures must be in place throughout construction. The Highway Authority will recover costs for any necessary cleansing or repairs and may prosecute persistent offenders.

Street Lighting, Traffic Signs and Traffic Signals Maintenance

Any new street lighting, traffic signal and traffic signs to be installed on the existing public highway or highway proposed for adoption will be subject to a commuted sum to cover its future maintenance as part of the Council's Street Lighting and Signing PFI Contract. Installation must be undertaken or agreed in advance with the relevant PFI Service Provider and approved in writing by the Highway Authority.

Contact: Knowsley's Highways Team - HighwaysEnquiries@knowsley.gov.uk

3 Merseyside Fire Authority



Executive Director - Regeneration and Economic Development

Date: 25/02/2026

DRAFT

IMPORTANT NOTES FOR YOUR ATTENTION:

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

Appeals to the Secretary of State

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

APPENDIX 1
Site Plan

OVERALL

SITE AREA (Approx.):

6380 m²

S. Jardine
[Signature]



Store Specification

Bespoke

Drawing Purpose

PLANNING

This drawing has been prepared for the sole purpose of forming part of a planning application, and should not be used for any other purpose.



SPACE

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Project

Lidl Kirkby

Drawing Title

Site Location Plan

Project No.	Drawing No.	Status	Rev.	Scale at A3
08984	XX-XX-D-A-90002	S3	P06	As indicated

File Reference: **08984-SPACE-XX-XX-D-A-90002-S3-P06**

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Location Plan

1:1250

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

)
)
)

Authorised Signatory:

Executed as a deed by

[Redacted]

[Redacted]

As Attorney for

Lidl Great Britain Limited

acting by a director in the presence of:

[Redacted]

Witness signature:

[Redacted]

name:

[Redacted]

address:

[Redacted]

occupation:

[Redacted]