

**Planning Obligation by Deed of Agreement under
Section 106
of the Town and Country Planning Act 1990**

Relating to application for erection of 29 no dwellings
(consisting 23 houses and 6 no apartments)
together with associated infrastructure
and access from Greensbridge Lane

on land at former Merseyside Dogs Home,
Greensbridge Lane, Halewood, L35 1QH

Planning Application .. 23/02710/FUL

Dated

20

- 1) Knowsley Metropolitan Borough Council
- 2) BBE Developments Ltd

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PARTIES

- (1) **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) **BBE DEVELOPMENTS LTD** (Co. Regn. No. 06011245) whose registered office is situate at 35 Daylesford Crescent, Cheadle SK8 1LQ ("**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 freehold owner of that part of the Site which is registered as set out in paragraph 1 of the First Schedule subject to the entries disclosed on the Charges Register to the title but otherwise free from encumbrances.
- 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 Agreement agree that to comply with the requirements of regulation 122 of the Community Infrastructure Regulations 2010 (as amended).the planning obligations contained in this Deed are necessary to make the proposed Development acceptable in planning terms

NOW THIS DEED WITNESSES as follows:

OPERATIVE PART**1. DEFINITIONS**

- 1.1 For the purposes of this Deed unless the context otherwise requires the following expressions shall have the following meanings:

Expression	Meaning
"Act"	the Town and Country Planning Act 1990
"Application"	the application for full planning permission submitted to the Council for the Development and allocated reference number 23/02710/FUL

Expression	Meaning
“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”	the erection on the Site of 29 Dwellings (consisting of 23 houses and 6 apartments) together with associated infrastructure and access
“Dwelling”	a house, flat, maisonette or other form of self-contained building or part of a building designed and intended to be used as residential accommodation for a single person or family or number of persons living together as a family
“Index”	All Items Index of Retail Prices issued by the Office for National Statistics
“Indexation Date”	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”	increased in accordance with the following formula Amount payable = the Contribution x (A/B) where A = the figure for the Retail Prices Index (All Items) that applied immediately preceding the date of actual payment; and

Expression	Meaning
	B = the figure for the Retail Prices Index (All Items) that applied when the Index was last published prior to the date of this Deed and "Indexation" shall be construed accordingly
"Interest"	interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time
"Occupied"	physically occupied by a person or persons for the purposes for which the Development was created but excludes occupation by persons carrying out the Development or any preliminary works prior to the Commencement of Development or for purposes of marketing any Dwelling comprised in the Development or for security purposes until all the Dwellings comprised in the Development have been disposed of and "Occupy" and "Occupation" shall be construed accordingly
"Planning Permission"	the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application
"Plan"	the plan attached hereto at the Annex verified by the parties hereto having signed or attaching their seal thereto
"Site"	the property (including land and any buildings) identified in the Application as the land on which the Development is proposed as shown edged red on the Plan and more particularly described in the First Schedule
"Working Day"	every day except Saturday Sunday a bank or public holiday in England or any day between and including 27 th and 31 st December in any year

2. INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving through or under that party any title interest or estate in any part of the Site and in the case of the Council the successors to its relevant statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

3. LEGAL BASIS

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

4. CONDITIONALITY

- 4.1 This Deed is conditional upon the grant of the Planning Permission save for the provisions of Clauses 7, 8, 9, 13, 14 and 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

- 6.1 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 £520-00 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 If the Planning Permission is quashed or revoked or otherwise withdrawn or ceases to have effect by operation of law or expires before the Development has begun then:
 - 7.7.1 this Deed shall (except for Clause 7.7.2 below) cease to have effect; and
 - 7.7.2 the Council shall forthwith cancel all entries made in the Register of Local Land Charges in respect of this Deed and return to the Owner any payments made under the terms of this Agreement.
- 7.8 No person shall be liable for any breach of any 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 person whose interest in the Site or any part of it arises only because they have acquired an interest in a Dwelling comprised in the Development for the purposes of occupying the same as their residence
SAVE FOR any restriction herein that prohibits Occupation

7.11.2 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 face purposes as a statutory undertaker; nor

7.11.3 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 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.

7.13 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; and

7.13.2 any notices to be served upon the Council shall be marked for the attention of the Council's Head of Planning

7.14 if the Council agrees pursuant to an application under section 73 of the Act to grant planning permission that varies or releases any condition contained in the Planning Permission or if any appeal under section 78 of the Act has the effect of varying or releasing any such condition the covenants or provisions of this Deed shall be deemed to bind the permission then issued 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 10 Working 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. FORWARD FUNDING

The Council shall be entitled to expend monies to enable the delivery of infrastructure secured by the planning obligations in this Deed and prior to receipt of any or all of the Contributions and if it does so it can reimburse itself from the relevant Contribution or a share of the relevant Contribution as and when received.

12. 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.

13. VAT

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

14. DISPUTES

- 14.1 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.

- 14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 14.1 above 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.

15. 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.

16. 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

1. DETAILS OF THE OWNER'S TITLE

The land within both freehold title numbers

1.1 MS74340 and

1.2 MS74341

registered at HM Land Registry ..

2. DESCRIPTION OF THE SITE

All that land known as land and buildings on the west side of Greensbridge Lane, Halewood shown edged red on the Plan

SECOND SCHEDULE

OWNER'S COVENANTS TO THE COUNCIL

1. DEFINITIONS

In this Second Schedule and the Third Schedule in addition to the definitions set out in Clause 1

"Affordable Housing" has the meaning set out in Annex B of the NPPF

"Borough" means the administrative area served by the Council

"East of Halewood Sustainable Urban Extension" means the land and the development proposals therefor detailed and defined as such in the 'East of Halewood Supplementary Planning Document' dated March 2020 and adopted by the Council on 25th March 2020

"Monitoring Fee" means the sum of £2,500-00 (Two thousand and five hundred pounds only) as a contribution towards the costs of the Council in monitoring the performance of the obligations herein

"NPPF" means the National Planning Policy Framework dated August 2026 published by the Ministry of Housing Communities and Local Government and shall include any subsequent amendment or replacement thereof

"Off-site Affordable Housing Contribution" means the sum of £241,000 (Two hundred and forty-one thousand pounds only) for the Council to either itself provide Dwellings to be used as Affordable Housing or fund other Registered Providers to provide Affordable Housing within the Borough

"Registered Provider" means a provider of social housing as defined by Part 2 of the Housing and Regeneration Act 2008 or other entity providing Affordable Housing under equivalent arrangements which is approved or accredited by the Regulator of Social Housing or similar successor body

"Regulator of Social Housing" means the Government's agency for regulating registered providers of social housing and publishing rent standards which definition shall include any successor agency/organisation taking over such functions

"Urban Extension Contribution" means the sum of £384,366 (Three hundred and eighty-four thousand three hundred and sixty-six pounds only) for the Council to provide or fund or subsidise through other bodies or organisations primary school places, early years education places, enhancement and improvements to the Finch Woods public open space, healthcare provision, outdoor sports provision, bus provision and highway improvements in and in the vicinity of the East of Halewood Sustainable Urban Extension

2. COVENANTS BY THE OWNER

- 2.1 The Owner covenants to pay the Monitoring Fee to the Council on the grant of the Planning Permission

- 2.2 The Owner covenants to pay to the Council
- 2.2.1 the Off-site Affordable Housing Contribution; and
 - 2.2.2 the Urban Extension Contribution
- in full before any of the Dwelling comprised in the Development is first Occupied
- 2.3 The Owner further covenants not to
- 2.3.1 Commence Development until the Monitoring Fee has been paid to the Council in full
 - 2.3.2 Occupy or suffer or permit any of the Dwellings comprised in the Development to be Occupied until both the Off-site Affordable Housing Contribution and the Urban Extension Contribution have been paid to the Council in full

THIRD SCHEDULE

COUNCIL'S COVENANTS TO THE OWNER

1. AFFORDABLE HOUSING CONTRIBUTION

The Council covenants with the Owner and with any party that may obtain title to the Site through or under the Owner that it will expend the Affordable Housing Contribution by either funding the construction itself of Dwellings to be used as Affordable Housing or by funding other Registered Providers to provide Affordable Housing within the Borough within 15 years of the payment of the Affordable Housing Contribution or within 15 years of any Dwelling comprised in the Development being first Occupied whichever is the latter

2. URBAN EXTENSION CONTRIBUTION

The Council covenants with the Owner and with any party that may obtain title to the Site through or under the Owner to expend the Urban Extension Contribution received by any party under the terms of this Deed for the purposes for which the Urban Extension Contribution was paid as specified in this Deed or for such per other purposes for the benefit of the Development as the Owner and Council shall agree within 15 years of the payment of the Urban Extension Contribution or within 15 years of any Dwelling comprised in the Development being first Occupied whichever is the latter;

3. REFUND

The Council further covenants with the Owner

- 3.1 that it will refund to the party making any payment required under this Deed any sum 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 the period set out in paragraphs 1 and 2 above 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
- 3.2 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 under this Deed

ANNEX The Plan

LOCATION PLAN



EXECUTION

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

Authorised Signatory:

EXECUTED AS A DEED by }
BBE DEVELOPMENTS LTD acting by a }
Director in the presence of a witness

Witness signature

Witness name
(BLOCK CAPS)

Address

Occupation