

Planning Obligation by Deed of Agreement

under Section 106 of the Town and Country Planning Act 1990

Relating to application for the erection of 2 No warehouse (Use Class B8),
to facilitate additional storage space together with alterations to the goods vehicle and pedestrian
access points including provision of new security gates

on land at Hardwood Sales, Ellis Ashton Street, Huyton, Knowsley, L36 6BN,

Planning Application 25/00494/FUL

Dated

28 April 2026

2026

(1) Knowsley Metropolitan Borough Council

(2) Hardwood Sales Holding Limited

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DATE

28 April 2026

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PARTIES

- (1) Knowsley Metropolitan Borough Council of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) Hardwood Sales Holding Limited (co. reg. no. 09177666) 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 freehold owner of the Site registered under title number MS377876 (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 25/00494/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 2No. warehouse units (Use Class B8) to facilitate additional storage space together with alterations to the goods vehicle and pedestrian access points including provision of new security gates
- 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

7.14 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 freehold land within title numbers:

MS377876 being the Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land and buildings on the north side of Ellis Ashton Street, Liverpool.

Description of the Site

All that land known as Hardwood Sales, Ellis Ashton Street, Huyton, Knowsley, L36 6BN 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. 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 £1,593 (one thousand five hundred and ninety three 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.

MONITORING CONTRIBUTION

PART 2

Interpretation

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

“Monitoring Contribution” means the sum of £1,250 (one thousand two hundred and fifty pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

1. The Owner covenants to pay the Monitoring Contribution to the Council prior to Commencement of Development.
2. 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 15 (fifteen) years of the date of receipt by the Council of the payment such payments to be paid together with interest at Barclay's Bank PLC base rate from time to time for the period from the date of payment to the date of refund
- 3 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: 25/00494/FUL

Name and address of applicant

Hardwood Sales Ltd
Hardwood Sales
Ellis Ashton Street
Huyton
Knowsley
L36 6BN

Name and address of agent

Aspire Design Studio Ltd
2 Herbaceous Court
Crofton
Wakefield
WF4 1FF

Date of Receipt: 28 August 2025

Date Valid: 24 October 2025

Address/Location Of Development:

Hardwood Sales
Ellis Ashton Street
Huyton
Knowsley
L36 6BN

Description of Development:

**ERECTION OF 2NO. WAREHOUSE UNITS (USE CLASS B8) TO FACILITATE
ADDITIONAL STORAGE SPACE TOGETHER WITH ALTERATIONS TO THE
GOODS VEHICLE AND PEDESTRIAN ACCESS POINTS INCLUDING PROVISION
OF NEW SECURITY GATES.**

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. A. Risk Assessment

No development shall take place until an assessment of the risks posed by any contamination has been submitted to and approved in writing 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, woodland and
 - service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments.

B. Submission of Remediation Scheme

Where land affected by contamination is found which poses unacceptable risks, 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.

E. 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.

F. Importation of Soil/Material

No soil is to be imported to 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 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.

Reason: To prevent harm to human health from contamination.

4. Prior to commencement of development, a Construction Environmental Management to include a scheme for the control of noise and dust from site operations and to prevent the transfer of mud and dust out of the site onto neighbours or the wildlife areas to the north must be submitted to and approved by, the local planning authority. All works which form part of the scheme shall be implemented while construction works are ongoing.

Reason: To prevent noise and dust impacting residential amenity and ecology.

5. Prior to any works above slab level, precise details of proposed materials shall have been submitted to and been approved by, the local planning authority. Works shall be carried out in accordance with the approved plans and retained hereafter.

Reason: In order to ensure appropriate materials are used.

6. Prior to occupation of the building, precise detailed elevations and specifications of cycle parking shall have been submitted to and been approved by, the local planning authority. Works shall be carried out in accordance with the approved plans and retained hereafter.

Reason: In order to provide sufficient and suitable cycle parking.

7. Prior to occupation of the building, precise details of tactile paving at the junction with Ellis Ashton Street shall have been submitted to and been approved by, the local planning authority. Works shall be carried out in accordance with the approved plans prior to occupation and retained hereafter.

Reason: In order to provide suitable tactile paving.

8. Prior to erection of any lighting on site, a lighting scheme which includes the steps necessary to ensure the lighting scheme does not result in

excessive light spill that negatively affects the foraging and commuting of bats and that protects habitats shall be submitted for the written approval of the local planning authority. The agreed details shall be installed in full prior to the occupation of any building hereby permitted and maintained thereafter.

Reason: In order to avoid harmful lighting impacts upon bats.

9. Due to the proximity to suitable habitat, hedgehog (a Priority Species) may commute through the site. The following reasonable avoidance measures should be put in place to ensure that there are no adverse effects on them:

- o A pre-commencement check for badger and/or hedgehog mammals;
- 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.

10. 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.

11. 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: In order to protect neighbouring occupiers from late night noise.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
28/08/2025	-	-	PRELIMINARY ECOLOGICAL APPRAISAL
28/08/2025	FCL0473 V01	-	HIGHWAYS AND TRANSPORT TECHNICAL NOTE
28/08/2025	43938P1R0	-	PHASE 1 GEO-ENVIRONMENTAL SITE ASSESSMENT
28/08/2025	25-6488 DR01	P3	PROPOSED SURFACE WATER DRAINAGE LAYOUT AND DETAILS FOR NEW BUILDINGS
28/08/2025	-	-	DESIGN & ACCESS STATEMENT
28/08/2025	A(10)-14	-	BUILDING 2 PLANS & ELEVATIONS AS PROPOSED
28/08/2025	A(10)-12	-	BUILDING 1 PLANS & ELEVATIONS AS PROPOSED
28/08/2025	A(10)-11	-	SITE PLAN AS PROPOSED

28/08/2025	A(10)-10	-	SITE BLOCK PLAN & SITE LOCATION PLAN AS PROPOSED
29/09/2025	A(90)-10	-	MAIN ACCESS GATES AS EXISTING AND PROPOSED
29/09/2025	-	-	DESIGN & ACCESS STATEMENT
29/09/2025	-	-	HEALTH IMPACT ASSESSMENT
29/09/2025	-	-	SOCIAL VALUE STRATEGY
29/09/2025	-	-	SURFACE WATER DRAINAGE STRATEGY AND DRAINAGE DESIGN
29/09/2025	96369	-	FLOOD RISK ASSESSMENT
24/10/2025	25-6488 DR01	P04	PROPOSED SURFACE WATER DRAINAGE LAYOUT AND DETAILS FOR NEW BUILDINGS
24/10/2025	-	-	PRO-FORMA 1 : SUSTAINABLE DRAINAGE SYSTEM : PLANNING PERMISSION

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
CS7 - Transport Networks
CS8 - Green Infrastructure
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)

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

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.

- 1 The proposed development lies within an area that has been defined by the Mining Remediation Authority as containing coal mining features at surface or shallow depth. These features may include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and former surface mining sites. Although such features are seldom readily visible, they can often be present and problems can occur, particularly as a result of new development taking place.

Any form of development over or within the influencing distance of a mine entry can be dangerous and raises significant land stability and public safety risks. As a general precautionary principle, the Mining Remediation Authority considers that the building over or within the influencing distance of a mine entry should be avoided. In exceptional circumstance where this is unavoidable, expert advice must be sought to ensure a suitable engineering design which takes account of all relevant safety and environmental risk factors, including mine gas and mine-water. Your attention is drawn to the Mining Remediation Authority Policy in relation to new development and mine entries available at:
Building on or within the influencing distance of mine entries - GOV.UK

Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires a Mining Remediation Authority Permit. Such activities could include site investigation boreholes, excavations for foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Application forms for Mining Remediation Authority permission and further guidance can be obtained from The Mining Remediation Authority's website at: www.gov.uk/get-a-permit-to-deal-with-a-coal-mine-on-your-property

What is a permit and how to get one? - GOV.UK (www.gov.uk)

In areas where shallow coal seams are present caution should be taken when carrying out any on site burning or heat focused activities.

If any future development has the potential to encounter coal seams which require excavating, for example excavation of building foundations, service trenches, development platforms, earthworks, non-coal mineral operations, an Incidental Coal Agreement will be

required. Further information regarding Incidental Coal Agreements can be found here - <https://www.gov.uk/government/publications/incidental-coal-agreement/guidance-notes-for-applicants-for-incidental-coal-agreements>

If any coal mining features are unexpectedly encountered during development, this should be reported immediately to the Mining Remediation Authority on 0800 288 4242. Further information is available on the Mining Remediation Authority website at: Mining Remediation Authority - GOV.UK

Informative Note valid from 1st January 2025 until 31st December 2026

3

- 4 The application site lies in an area defined by the Mining Remediation Authority as containing potential hazards arising from former coal mining activity at the surface or shallow depth. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and former surface mining sites. Although such hazards are seldom readily visible, they can often be present and problems can occur in the future, particularly as a result of new development taking place. If any suspected coal mining feature is encountered on site, this should be reported immediately to the Mining Remediation Authority on 0800 288 4242. Further information is available at: www.gov.uk/government/organisations/the-coal-authority.

- 5 a. It is an offence to carry out any works within the public highway without the permission of the Highway Authority. The grant of planning permission will require the developer to enter into an agreement under s278 of the Highways Act 1980 with the Council. The applicant is advised to contact Mark McCartney, t: 0151 443 2305, email: Mark.McCartney@knowsley.gov.uk to discuss the matter further.
- b. The applicant is advised to ensure tactile crossings are in accordance with the Department for Transport Guidance.

Executive Director - Regeneration and Economic Development

Date:

IMPORTANT NOTES FOR YOUR ATTENTION:

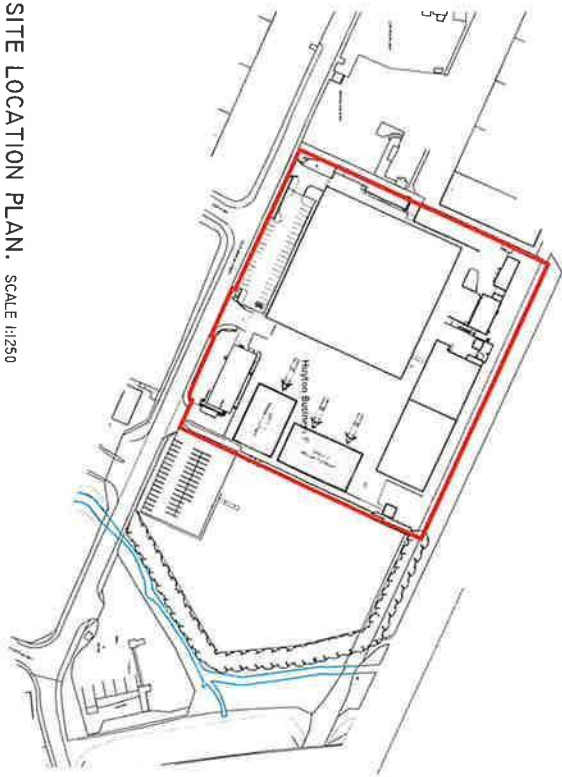
1. This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, bylaw, order or regulation.
2. This permission refers only to those plans submitted as part of the Planning Application a copy of which is retained 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

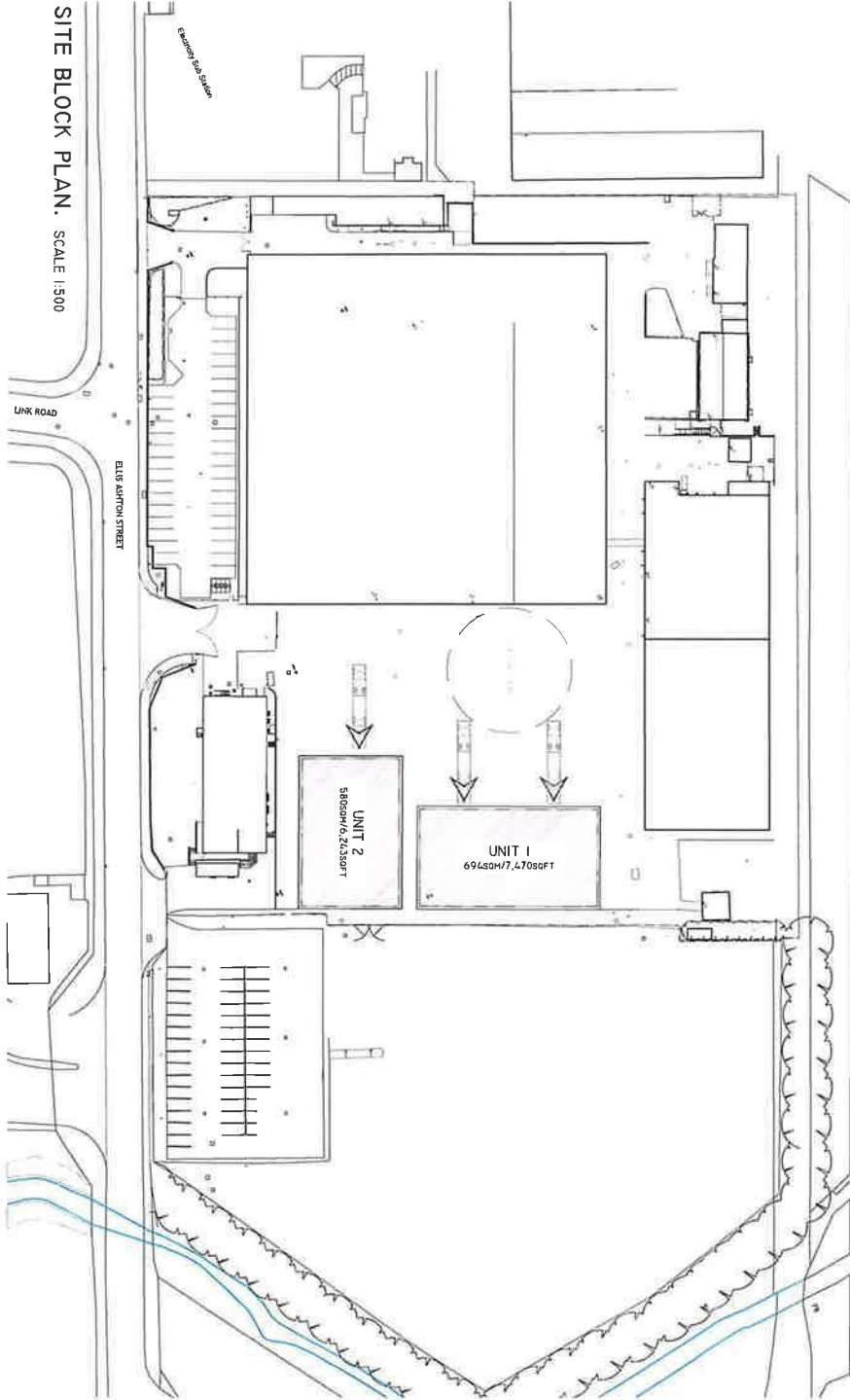
- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your 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

SITE LOCATION PLAN. SCALE 1:1250



SITE BLOCK PLAN. SCALE 1:500



Handwritten notes and signatures in blue ink, including a large 'Z' and a signature.

HARDWOOD SALES LTD

SITE BLOCK PLAN
& SITE LOCATION PLAN
AS PROPOSED

ESTATE WORKS
HARDWOOD SALES LTD
HUYTON BUSINESS PARK
ELLIS ASHTON STREET
HUYTON, LIVERPOOL
L36 6BN

ASPIRE DESIGN STUDIO LTD

2 HERBACEOUS COURT,
CROFTON, WAKEFIELD,
WEST YORKSHIRE, WF4 1FF
07368 546787 phil@aspire-studio.co.uk
www.aspire-studio.co.uk

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

)
)



[Handwritten signature]

Authorised Signatory:

Seat 3349

25/00494/FUL A

15/4/26

[Handwritten signature]

a director, in

Executed as a Deed by HARDWOOD SALES
HOLDINGS LTD acting by
the presence of:

Signature of Witness *[Handwritten signature]*

Name of Witness DAVID

Address of Witness 33

Occupation of Witness A