



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

Relating to an application for

Change of use of the existing redundant pavilion building to a flexible use falling within Use Class E (Commercial, Business and Service) F1 (Learning and Non Residential Institutions) or F2 (Local Community Uses) and the erection of 84 Dwellings, provision of roads and sewers, open space and other associated works

on land known as Huyton Cricket Club, Huyton Lane, Huyton, Knowsley L36 7XH

Planning Application 25/00458/FUL

Dated

October 2026

(1) Knowsley Metropolitan Borough Council

(2) Breck Homes Limited

Contents

PARTIES	1
INTRODUCTION.....	1
OPERATIVE PART	1
1. DEFINITIONS.....	1
2. INTERPRETATION	3
3. LEGAL BASIS	3
4. CONDITIONALITY	4
5. THE OWNER'S COVENANTS AND WARRANTY	4
6. THE COUNCIL'S COVENANTS.....	4
7. MISCELLANEOUS	4
8. WAIVER	6
9. CHANGE IN OWNERSHIP	6
10. INDEXATION.....	6
11. INTEREST.....	6
12. VAT.....	6
13. DISPUTES.....	6
14. JURISDICTION	7
15. DELIVERY.....	7
FIRST SCHEDULE DETAILS OF THE OWNER'S TITLE, AND DESCRIPTION OF THE SITE	9
SECOND SCHEDULE OWNER'S COVENANTS TO THE COUNCIL	11
Part 1 AFFORDABLE HOUSING.....	11
Part 2 SOCIAL VALUE STRATEGY	19
Part 3 LISTED BUILDING – PAVILION WORKS.....	21
Part 4 ACCESS RESERVATION	23
Part 5 OTHER FINANCIAL CONTRIBUTIONS	25
Part 6 MONITORING CONTRIBUTION.....	27
THIRD SCHEDULE COUNCIL'S COVENANTS TO THE OWNER.....	29
ANNEX 1: Plan 1 Location Plan.....	31
ANNEX 2: Plan 2 Residential Land.....	33
ANNEX 3: Huyton Cricket and Bowling Club Pavilion	35
ANNEX 4: Social Values Strategy	37
ANNEX 5: Schedule of Repairs	43
ANNEX 6: Access Route	63
EXECUTION	65

DATE

October 2026

PARTIES

- (1) **Knowsley Metropolitan Borough Council** of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) **Breck Homes Limited** (co. reg. no. 10621017) whose registered office is situated at 20 Sceptre Way Bamber Bridge Preston PR5 6AW ("**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 MS622712 (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 Agreement agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Regulations 2010 (as amended).
- 6 The parties to this Deed acknowledge that it is the intention of the Owner to dispose of the Site in its entirety to a Registered Provider for the provision of 100% Affordable Housing.

NOW THIS DEED WITNESSES as follows:

OPERATIVE PART**1. DEFINITIONS**

In this agreement and the Schedules hereto the following words and phrases shall bear the following meanings

"Act" means the Town and Country Planning Act 1990

"Affordable Housing" means the same as in Part 1 of the Second Schedule

"Affordable Units" means the same as in Part 1 of the Second Schedule

"Application" means the application for planning permission submitted to the Council for the Development and allocated reference number 25/00458/FUL

“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

“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

“Development” means the Change of use of the existing redundant pavilion building to a flexible use falling within Use Class E (Commercial, Business and Service) F1 (Learning and Non Residential Institutions) or F2 (Local Community Uses) and the erection of 84 Dwellings, provision of roads and sewers, open space and other associated works

“Dwelling” means any unit of self-contained residential accommodation constructed on the Site pursuant to the Planning Permission.

“Index” means All Items Index of Retail Prices issued by the Office for National Statistics

“Indexation Date” means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed

“Index Linked” means the contribution is to be adjusted by reference to the amount of any increase in the Index over the period from the Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant contribution to the Council (or where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose the date of application of such sum for the specified purpose) and **“Indexation”** shall be construed accordingly

“Interest” means interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time

“Non-Section 106 Units” means the same as in Part 1 of the Second Schedule

“Occupation” means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, or decoration or occupation for marketing or display or occupation in relation to security operations (and Occupy, Occupant(s) and Occupied shall be construed accordingly) and **“First Occupation”** means the date when any building comprised in the Development is first Occupied and **“First Occupy”** shall be construed accordingly.

“Plan 1” means the plan at ANNEX 1: entitled ‘Site Location Plan’

“Plan 2” means the plan at ANNEX 2: entitled 'Residential Site

“Planning Permission” means the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application

“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

“Working Day” means any day which is not a Saturday, a Sunday, or a 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, 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 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 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; nor
 - 7.11.3 any individual owner, occupier or tenant of an individual Affordable Unit save for the obligation in paragraph 4.1 of part 1 of the Second Schedule (which for the avoidance of doubt is subject always to the exclusions set out in paragraph 8 of that schedule).
 - 7.11.4 any individual owner, occupier or tenant of an individual Non-Section 106 Unit.
- 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 Breck Homes Limited, 20 Sceptre Court, Bamber Bridge, Preston, PR5 6AW for the attention of Andy Garnett, Chief Executive Officer and Penny Andrews, Company Solicitor; 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 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.

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FIRST SCHEDULE

DETAILS OF THE OWNER'S TITLE, AND DESCRIPTION OF THE SITE

1. Details of the Owner's Title

The land within title numbers:

MS622712

being Huyton Cricket and Bowling Club, Huyton Lane, Liverpool registered at HM Land Registry

2. Description of the Site

All that land known as land known as Huyton Cricket Club, Huyton Lane, Huyton, Knowsley L36 7XH and shown edged red on the Plan.

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SECOND SCHEDULE
OWNER'S COVENANTS TO THE COUNCIL

Part 1

AFFORDABLE HOUSING

1. INTERPRETATION

- 1.1 In this Part 1 of this Schedule in addition to the definitions in Clause 1 the following words and phrases shall have the following meanings:

"Affordable Housing" means affordable housing as defined in the National Planning Policy Framework (December 2024) or any revision or extension or modification thereto.

"Affordable Housing Contract" means a contract between the Owner and a Registered Provider for the provision of Affordable Housing within the Development which includes as a minimum the terms set out in paragraph 4.6 of the Second Schedule.

"Affordable Housing Provision" means ten per cent (10%) of the total number of Dwellings (eight Dwellings) to be provided as Affordable Housing in accordance with the Affordable Housing Scheme. In calculating the number of dwellings any figure of 0.5 or above shall be rounded up and any figure less than 0.5 shall be rounded down.

"Affordable Housing Scheme" means the scheme to be agreed under paragraph 2 of this Part 2 which shall include details of:

- (i) the location of the Affordable Units on the Site including by reference to a plan;
- (ii) the arrangements for the transfer of the Affordable Units to a Registered Provider (if any) by way of freehold or long leasehold;
- (iii) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Units.

"Affordable Units" means eight Dwellings to be provided as Social Rented Units which make up the Affordable Housing Provision including their allocated parking space and/or garage as may be required and "Affordable Unit" shall be construed accordingly.

"Capital Funding Guide" means the capital funding guide published by Homes England.

"Chargee" means any mortgagee or chargee of a Registered Provider (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the

whole or part of the Site or any persons or bodies deriving title through such mortgagee or chargee or receiver.

“Dwelling” means the same as in clause 1 of this Deed.

“Implementation” 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.

“Local Housing Allowance” means the maximum amount of rent that can be used when calculating entitlement to housing benefit depending on the number of people in a household and in the case of this Deed based on the location of the Dwelling and for the avoidance of doubt it is acknowledged that the Local Housing Allowance is updated annually.

“Nominations Agreement” means an agreement between the Council and a Registered Provider in relation to the allocation of an Affordable Unit.

“Non-Section 106 Units” means any Dwelling which is not an Affordable Unit.

“NPPF” means the National Planning Policy Framework (December 2024) or any planning policy statement guidance notes or circulars which may supersede it and which is current at the date of this Deed.

“Occupation” means the same as in clause 1 of this Deed.

“Protected Tenant” means any tenant who:

- (i) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being enforced (or any equivalent contractual right) in respect of a particular Affordable Unit;
- (ii) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Unit;
- (iii) has acquired an Affordable Unit from a Registered Provider through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof;

and any person or body and/or their mortgagee deriving title through or from any of the parties mentioned in paragraphs (i) to (iii) above.

“Receipts” means the aggregate receivable in each 12 month period in respect of (a) the net premium receivable on each disposal of the equity retained on a shared ownership housing unit or other form of intermediate housing after deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative and legal costs and fees) and (b) the net premium payable by any person exercising any right to buy an interest in an Affordable Unit after the deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative valuation and legal costs and fees) and (c) the amounts repayable to central government or any Registered Provider by any person that has exercised a right to buy an interest at a preferential rate.

“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.

“Rent Guidance” means the ‘Guidance on Rents for Social Housing’ issued by the Department of Communities and Local Government in May 2014, the Policy Statement on Rent for Social Housing updated on 14 December 2022, the Rent Standard April 2020, the Direction on the Rent Standard 2019 and (as applicable) the Direction on the Rent Standard 2023 or such other replacement guidance or direction or legislation from time to time.

“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.

“Rent Standard” means the standard set by the Regulator of Social Housing in relation to rent from time to time having regard to the Rent Guidance

“Residential Site” means that part of the Site shown edged in blue on Plan 2

“Service Charge” means the amount payable by the owner or occupant of any Affordable Unit for all services repairs maintenance and improvements of a communal nature and insurance of the building and curtilage (where relevant) including estate management costs to the extent that all costs in the Service Charge have been reasonably incurred.

“Serviced Condition” means the relevant property has proper connections within its boundary so as to connect it to surface water drainage facilities and to mains foul drainage, water, gas, electricity and telecommunications and enjoy direct access to the public highway or a roadway constructed to adoptable standards and in each case completed to a satisfactory standard ready for Occupation.

“Social Rented Unit” means a Dwelling which is let at a rent which is no higher than Target Rent and complies with the definition of “Social Rent” in Annex 2 of the NPPF and the Council’s Delivering Affordable Housing Policy KMBC Developer Contributions SPD June 2016.

“Target Rent” means rents for Social Rented Units conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time.

“Voluntary Affordable Housing” means any Non-Section 106 Unit in relation to which the Owner for the time being elects on a purely voluntary basis and outside the terms of this Deed to manage and occupy any such Dwelling or Dwellings as though any such Dwelling or Dwellings are Affordable Housing.

The Owner covenants with the Council as follows:

2. AFFORDABLE HOUSING SCHEME

- 2.1 Prior to Commencement of Development to submit the Affordable Housing Scheme to the Council for approval in writing.

- 2.2 Not to Commence Development until such time as the Affordable Housing Scheme has been approved in writing by the Council or pursuant to Clause 13.
- 2.3 Thereafter to deliver the Affordable Units as part of the Development in accordance with the Planning Permission and the Affordable Housing Scheme as approved by the Council.

3. CONSTRUCTION OF THE AFFORDABLE UNITS

The Owner will or will procure the construction and completion of the Affordable Units to a Serviced Condition ready for Occupation prior to Occupation of the Non-Section 106 Units and shall not cause or permit Occupation of the Non-Section 106 Units until this has been done.

- 3.1 Construction of the Affordable Units shall be as follows –
 - 3.1.1 constructed in accordance with the standards specified by the Regulator of Social Housing or equivalent successor body in the latest version of its Design and Quality Standards at the time of construction and to no less standard than nor visually distinguishable from the Non-Section 106 Units; and
 - 3.1.2 practical completion of such Affordable Units shall be deemed to be either when the NHBC Buildmark Certificate of Choice (or similar equivalent) shall have been issued in respect of the Affordable Unit or when the Local Authority Building Control or approved inspector certifies them all as complete if earlier.

4. DELIVERY MECHANISM

- 4.1 To ensure that the Affordable Units are let to Occupants for a rent no higher than Target Rent in accordance with this Deed and to provide evidence to the Council that the rent is in accordance with the Government's policy for Target Rent prior to First Occupation and thereafter from time to time (but not more than once in each 12 month period) if reasonably requested by the Council.
- 4.2 To ensure full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Units.
- 4.3 To ensure full and free rights for the passage of water soil electricity gas if provided and other services through the pipes drains channel wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Units.
- 4.4 To transfer to the Registered Provider the freehold interest or a minimum of 125 year leasehold interest in the Affordable Units no later than practical completion of the Dwellings and satisfactory evidence of such has been received by the Council and not to Occupy the Dwellings until this has been done and FOR THE AVOIDANCE OF DOUBT in any such disposal the Owner shall include provisions requiring the Affordable Units not to be used or Occupied other than in accordance with the provisions of this Part and be subject to the nomination rights in favour of the Council provided for in paragraph 4 below and for the avoidance of doubt this paragraph shall not prohibit or prevent the Owner from mortgaging or otherwise charging the Site or part thereof.

- 4.5 The Owner shall enter into an Affordable Housing Contract in respect of the Affordable Units with a Registered Provider prior to the construction of any of the Non-Section 106 Units and not to commence construction of any Non-Section 106 Units until this has been done.
- 4.6 The Affordable Housing Contract in respect of the Affordable Units shall (unless otherwise agreed in writing with the Council) include as a minimum the following terms:
- 4.6.1 the design, construction and completion by the Owner of the Affordable Units to a Serviced Condition in accordance with the Planning Permission;
 - 4.6.2 the transfer to the Registered Provider of the freehold or leasehold interests in the Affordable Units such sale to be completed no later than 10 Working Days following the practical completion of the Dwellings;
 - 4.6.3 a requirement that prior to the Occupation of any of the Affordable Units the Registered Provider shall enter into a Nominations Agreement with the Council;
 - 4.6.4 the sale or grant of a lease by the Registered Provider to tenants and occupiers in respect of the Affordable Units are to be in accordance with the Nominations Agreement;
 - 4.6.5 the rent to be charged by the Registered Provider for the Affordable Units shall comply with the definition of Target Rent (as the case may be) in this Deed.
- 4.7 That following the transfer pursuant to this Deed of the Affordable Units to a Registered Provider the Affordable Units shall at all times be owned and managed by a Registered Provider for the purpose of providing Social Rented Units and the Affordable Units shall be maintained and repaired in accordance with the proper and normal customs and practices of a good landlord and the Registered Provider shall accept full responsibility for servicing managing repairing and maintaining the Affordable Units.
- 4.8 The Owner shall not without the Council's written consent dispose of the freehold interest or grant a long leasehold interest in the Affordable Units except to a Registered Provider.
- 4.9 That if the Development involves the creation or employment of a management company there shall be a management company for all the common parts which serve the Dwellings including the Affordable Units.

5. OCCUPATION

Subject to the provisions of paragraph 8:

- 5.1 From the date of practical completion of the Affordable Units they shall only be used as Affordable Housing; and
- 5.2 Not to cause or permit the Affordable Units to be Occupied other than as Affordable Housing; and
- 5.3 The Affordable Units shall be subject to the following nomination rights:

- 5.3.1 100% (one hundred percent) of the Affordable Units shall be available for Occupation by Nominees of the Council and the procedures for nominations shall be determined by the Nominations Agreement:
- (iv) in the form specified by the Council; and
 - (v) by no later than prior to First Occupation of the Affordable Units
- 5.3.2 nominees of the Council shall Occupy the Affordable Units as soon as reasonably practical following the date of practical completion of the Affordable Units (“the Initial Letting”).
- 5.3.3 upon the Owner obtaining vacant possession of each of the Affordable Units after the Initial Letting 75% of all subsequent lettings and re-lettings of the Affordable Units shall be to nominees of the Council and the procedures for nominations shall be determined in the Nominations Agreement.

6. REGISTERED PROVIDER

If a Registered Provider at any time while having a legal interest in the Affordable Units was but ceases to be accredited or approved by the Regulator of Social Housing or its equivalent successor body the provider shall:

- 6.1 give notice immediately in writing to the Council of the cessation of accreditation or approval; and
- 6.2 as soon as reasonably possible if required by the Council and subject to obtaining all necessary consents from the Regulator of Social Housing to transfer its legal interest in the Affordable Units to another Registered Provider subject to the provisions of this Deed or to remedy any circumstances giving rise to the cessation of accreditation or approval with the Regulator of Social Housing so as to obtain accreditation or approval; and
- 6.3 until such time as the Affordable Units is transferred if required by the Council or until such accreditation or approval is obtained pursuant to paragraph 5.2 not to increase any rents or service charges above the levels prevailing at the time that the Registered Provider ceased to be approved or accredited.

7. APPLICATION OF RECEIPTS

- 7.1 In the event that a tenant or other Occupier of any of the Affordable Units exercises the right to buy or right to acquire including the right to acquire a further equity interest under applicable legislation to use or procure the use of the Receipts to fund the provision of further Affordable Housing in accordance with the provisions of paragraph 7.2.2.
- 7.2 In respect of any of the Affordable Units:
 - 7.2.1 to give notice to the Council as soon as reasonably possible following any disposal and thereafter to calculate the Receipts and notify the same in writing to the Council;
 - 7.2.2 such Receipts shall be used for the provision of further Affordable Housing within the administrative boundaries of Knowsley on a basis to be

prescribed by the Council and within such reasonable timescales as shall be specified by the Council PROVIDED THAT in the event that this requirement conflicts with the requirements of the Capital Funding Guide the latter shall take priority and the Receipts shall be used in a manner which is consistent with the Capital Funding Guide; and

- 7.3 the Receipts shall be held in a separate designated account by the Registered Provider and it shall at least once a year supply to the Council a statement showing monies held on such account with such supplemental information showing how such sums are derived and how the use of such sums are in accordance with the provisions of paragraph 7.2.2 as the Council may require to satisfy itself that monies are being used for the purposes of Affordable Housing.

8. EXCLUSIONS

The provisions of this Part shall not be binding on:

- 8.1 a Chargee exercising its power of sale PROVIDING THAT

8.1.1 the Chargee has given written notice to the Council of its intention to dispose of the Affordable Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Units to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest costs and expenses; and

8.1.2 if such disposal has not completed within a three (3) month period the Chargee shall be entitled to dispose of the Affordable Units free from the provisions in this Part 1 of the Second Schedule which provisions shall determine absolutely in relation to those Affordable Units; or

- 8.2 a Protected Tenant.

9. VOLUNTARY AFFORDABLE HOUSING

Nothing in this Deed shall prevent the Owner for the time being of any of the Non-Section 106 Units electing on a purely voluntary basis and outside the terms of this Deed to manage and Occupy any such Dwelling or Dwellings as though any such Dwelling or Dwellings are Affordable Housing on a voluntary basis and for the avoidance of doubt it is hereby agreed and understood between the parties as follows:

- 9.1 the provisions of paragraphs 1 – 8 of this Part shall not apply to such Voluntary Affordable Housing; and
- 9.2 any reference to "Non-Section 106 Units" in this Part shall include any Voluntary Affordable Housing Units.

10. REGISTERED PROVIDER'S INTEREST IN THE SITE

In the event that a Registered Provider acquires the freehold of the entire Residential Site prior to the Implementation of the Planning Permission, the

provisions of paragraphs 4.4, 4.5, 4.6 and 4.7 of this Part shall not apply and the following shall apply instead:

10.1 The Owner covenants that:

10.1.1 prior to the Occupation of the Affordable Units the Owner shall enter into a Nominations Agreement with the Council and shall not Occupy or permit the Occupation of the Affordable Units until this has been done;

10.1.2 the sale or grant of a lease to tenants and occupiers in respect of any of the Affordable Units are to be in accordance with the Nominations Agreement; and

10.1.3 the Affordable Units shall at all times be owned and managed by a Registered Provider for the purpose of providing Social Rented Units and the Affordable Units shall be maintained and repaired in accordance with the proper and normal customs and practices of a good landlord and the Registered Provider shall accept full responsibility for servicing managing repairing and maintaining the Affordable Units.

10.2 For the avoidance of doubt in the event that an Owner acquires the Site after Implementation of the Planning Permission then the provisions of paragraphs 4.4, 4.5, 4.6 and 4.7 of this Part shall apply to that Owner.

Part 2

SOCIAL VALUE STRATEGY

1. Interpretation

In this Part 2 of this Schedule in addition to the definitions in Clause 1 the following words and phrases shall have the following meanings:

“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 which has been

- (i) submitted by the Owner in support of the Application;
 - (ii) approved by the Council as part of the Planning Permission; and
- a copy of which is at ANNEX 4: to this Deed.

“Social Value Contribution” means the sum of £8,100 (Eight Thousand One Hundred 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 Social Value Strategy. Social Value activity may include but shall not be limited to the provision of apprenticeships, local employment and trainee placements.

“SPD” means the Council’s adopted SPD “Adding Social Value to Development: Employment and Skills” September 2018

2. The Owner covenants:

- 2.1 to pay the Social Value Contribution to the Council prior to Commencement of Development.
- 2.2 not to Commence Development until the Social Value Contribution has been paid to the Council.
- 2.3 that from the Commencement of Development to implement the Social Value Strategy and 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.
- 2.4 to 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.

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Part 3

LISTED BUILDING – PAVILION WORKS

1. Interpretation

In this Part 3 of this Schedule in addition to the definitions in Clause 1 the following words and phrases shall have the following meanings:

“Listed Building Consent” mean the listed building consent granted in respect of the Listed Building Application (reference 25/00459/LBC)

“Pavilion” means the Grade II Listed Huyton Cricket and Bowling Club Pavilion (List entry 1471712) shown shaded pink on the plan attached at ANNEX 3:

“Pavilion Works” means works to the Pavilion to secure the refurbishment and repair of the Pavilion such works to be carried out fully in accordance with the Schedule of Repairs, the Listed Building Consent and in accordance with the requirements of any relevant Planning Conditions

“Schedule of Repairs” means the Schedule of Repair (ref: JO5-467-SoR-B) submitted by the Owner in support of the Application approved by the Council as part of the Planning Permission a copy of which is attached at ANNEX 5: to this Deed.

2. The Owner covenants:

- 2.1 to carry out the Pavilion Works in accordance with the Schedule of Repairs and the Listed Building Consent;
- 2.2 to complete the Pavilion Works promptly and in a good and workmanlike manner to the reasonable satisfaction of the Council and no later than the Occupation of more than 29 Dwellings;
- 2.3 Not to Occupy or permit Occupation of more than 29 Dwellings until the Pavilion Works have been completed to the satisfaction of the Council

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Part 4

ACCESS RESERVATION

1. Interpretation

In this Part 4:

- | | |
|------------------------------------|---|
| 'Access Route' | means that part of the Site shown outlined in blue on the plan attached at ANNEX 6: which is to be provided as a route for the public on foot only from the Estate Roads to the boundary of the Site adjacent to the River Alt and to give the Council access to the land shown edged green on the plan at ANNEX 6: to enable it to carry out the Bridge Construction Works |
| 'Adoption Standard' | means constructed to a standard that the highway authority considers to be sufficient for it to adopt the highway as a highway maintainable at public expense notwithstanding that it has not been so adopted pending the satisfactory conclusion of any maintenance period set out in any agreement under the Highways Act 1980 or otherwise |
| "Bridge Construction Works" | means the works that the Council intends in the future when funds are available to construct a bridge over the River Alt on the land shown edged in green on the plan at ANNEX 6: and construct a road suitable for pedestrian and pedal cycle traffic only along the Access Route so connecting the footpath shown shaded yellow on the plan at ANNEX 6: to the Estate Roads |
| 'Estate Roads' | means the roads to be constructed on the Site the position and extent of which are shown shaded grey on the plan attached at ANNEX 6: which the Owner intends once constructed to dedicate as public highway and secure their adoption as maintainable at public expense |

2. The Owner covenants with the Council as follows

- 2.1 To secure the construction of the Estate Roads to base course at least up to where they connect with the intended Access Route to Adoption Standard no later than six months after the Occupation of more than 80 Dwellings
- 2.2 Once the Estate Roads have been constructed in accordance with paragraph 2.1 above:

- 2.2.1 If the Council shall within 30 years thereafter decide to carry out the Bridge Construction Works the Owner shall subject to the provisions of paragraph 2.2.2 below permit the Council together with its contractors servants and agents to gain access to the Site for the purpose of carrying out the Bridge Construction Works and to permit such access with the materials and machinery necessary to carry out the Bridge Construction Works provided that the Council shall give to the Owner no less than 12 months' notice in writing of its intention to require access for the purposes of the Bridge Construction Works such notice specifying the intended timescales for the Bridge Construction Works
- 2.2.2 On receipt of the notice referred to in paragraph 2.2.1 above the Owner will work in good faith to negotiate an appropriate contract/agreement (which may for the avoidance of doubt include an agreement pursuant to Sections 278 and 38 of the Highways Act 1980) with the Council to enable it to undertake the Bridge Construction Works securing that the Council
- (vi) will proceed expeditiously with the Bridge Construction Works, causing as little damage and disruption as reasonably practicable to the Access Route and the land adjacent thereto and, at its own cost, making good any damage caused by the Council, its contractors, servants or agents to any part of the Site
 - (vii) takes all reasonable steps during the Bridge Construction Works to keep the Access Route and the Site in general safe, secure and reasonably suitable for its existing use and, so far as reasonably practicable, to minimise any obstruction or interference with the use and enjoyment of the Site by the Owner and those having access thereto and in particular in so far as it relates to providing access to 50 Adswood Road
 - (viii) shall keep the Owner indemnified against all claims, demands, proceedings, liabilities, losses, damages, costs and expenses reasonably incurred by the Owner arising out of or in connection with the Council's exercise of its rights over the Access Route or the carrying out of the Bridge Construction Works, except to the extent caused by the negligence or default of the Owner PROVIDED THAT the Owner shall permit the Council to contest and defend any such claims in the name of the Owner
- and further securing that on completing the Bridge Construction Works the Owner will dedicate the road constructed over the Access Route as public highway and the Council will secure its adoption as highway maintainable at public expense pursuant to sections 36 to 38 of the Highways Act 1980
- 2.3 It is expressly agreed and declared that nothing herein shall oblige the Owner to create lay out or maintain the route or surface of the Access Route but the Owner covenants not to construct or carry out any other works on over or under the land over which the Access route passes which would prevent or restrict any aspect of the Bridge Construction Works being carried out or make it materially more expensive for the Council or to carry out the Bridge Construction Works.

Part 5

OTHER FINANCIAL CONTRIBUTIONS

1. Interpretation

In this Part 5 of this Schedule in addition to the definitions in Clause 1 the following words and phrases shall have the following meanings:

“Biodiversity Net Gain Monitoring Fee” means the sum of £11,500-00 (Eleven thousand five hundred pounds only) to be used by the Council to fund the monitoring and reporting functions of the Council for the 30 year period in paragraph 9 of Schedule 7A of the 1990 Act

“Bus Shelter Provision Contribution” means the sum of £10,500-00 (Ten thousand and five hundred pounds only) to fund the installation of a two bay bus shelter with electrical connections at Huyton Lane Southbound bus stop (towards Huyton Bus Station – eastern side of Carriageway Bus Stop ref S51053A)

“Cricket Facility Contribution” means the sum of £70,000 (seventy thousand pounds) towards the costs of a replacement cricket square or pitch within the administrative area of Knowsley Borough Council

“Public Open Space Contribution” means the sum of £109,761.52 (One hundred and nine thousand seven hundred and sixty-one pounds and fifty-two pence) comprising:

Parks and Gardens existing King George V Playing Field (Huyton)	£59,118.51 (Fifty-nine thousand one hundred and eighteen pounds and fifty- one pence)
Children and Young People (New) King George V Playing Field (Huyton)	£7,959.38 (Seven thousand nine hundred and fifty-nine pounds and thirty-eight pence)
Outdoor Sports (Existing) King George V Playing Field (Huyton)	£42,683.63 (Forty-two thousand six hundred and eighty-three pounds and sixty-three pence)

payable to the Council as a contribution towards the improvement of public open space in the Huyton area.

“Traffic Regulation Order Contribution” means the sum of £6,500 (six thousand five hundred pounds) or such other fee as may be published by the Council from time to time in the relevant version of what is currently described on its website as ‘Highway fees and charges’ towards the implementation of a Traffic Regulation Order for a residents parking zone (controlled parking zone) covering the entire site and waiting restrictions at the site access from the roundabout.

“Travel Plan Contribution” means the sum of £5,000-00 (Five thousand pounds only) towards the costs of the monitoring of the travel plan to be secured by condition 23 to be attached to the Planning Permission

2. The Owner covenants with the Council as follows:

- 2.1 to pay to the Council prior to Commencement of Development
 - 2.1.1 the Bus Shelter Provision Contribution
 - 2.1.2 the Biodiversity Net Gain Contribution
 - 2.1.3
 - 2.1.4 the Traffic Regulation Order Contribution and
- 2.2 not to Commence Development until the Bus Shelter Provision Contribution the Biodiversity Net Gain Contribution and the Traffic Regulation Order Contribution have been so paid.
- 2.3 to pay to the Council prior to First Occupation
 - 2.3.1 the Cricket Facility Contribution;
 - 2.3.2 the Public Open Space Contribution and
 - 2.3.3 the Travel Plan Contribution.
- 2.4 not to permit First Occupation until the Cricket Facility Contribution the Public Open Space Contribution and the Travel Plan Contribution have been paid
- 2.5 Notwithstanding paragraph 2.3, the Owner may at any time following completion of this Agreement, including prior to Commencement of Development, elect to pay any or all of the Cricket Facility Contribution, the Public Open Space Contribution and the Travel Plan Contribution and the Council covenants to accept such payment when tendered by the Owner.

Part 6

MONITORING CONTRIBUTION

1. Interpretation

In this Part 6 of this Schedule in addition to the definitions in Clause 1 the following words and phrases shall have the following meanings:

“Monitoring Contribution” means the sum of £8,750 (eight thousand seven hundred and fifty pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

2. The Owner covenants with the Council as follows:

- 2.1 to pay the Monitoring Contribution to the Council on or before the grant of Planning Permission.
- 2.2 not to Commence Development until the Monitoring Contribution has been paid to the Council.

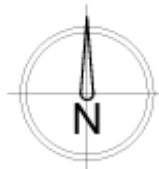
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THIRD SCHEDULE
COUNCIL'S COVENANTS TO THE OWNER

The Council hereby covenants with the Owner:

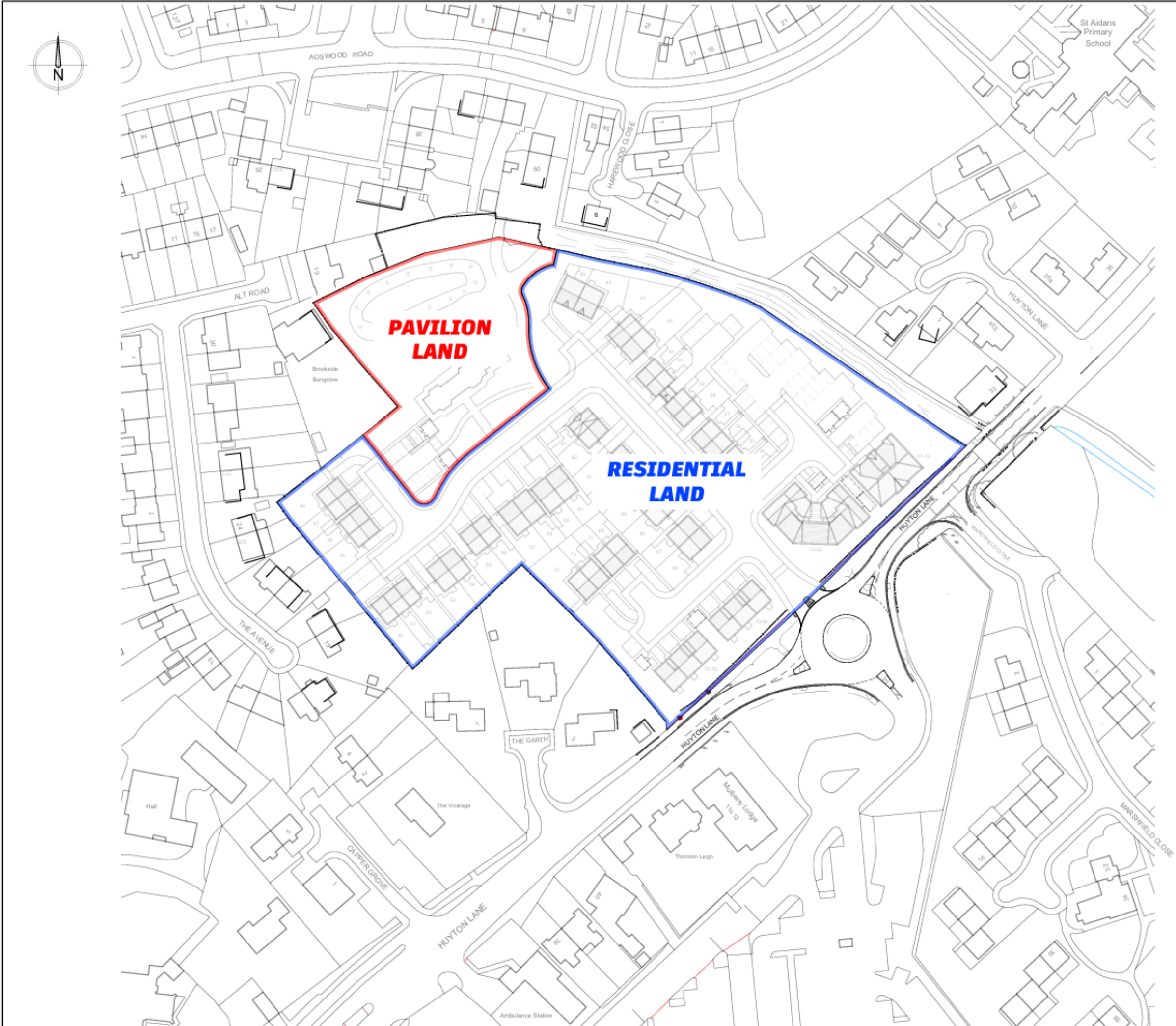
1. to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree
2. that it will pay to the party making the payment such amount of any payment made 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 7 (Seven) 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 under this Deed

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A	AUG.25	SHW	RED EDGE UPDATED
REV	DATE	DRAWN	DESCRIPTION
TITLE:			
SITE LOCATION PLAN			
 Breck Homes 20 Sceptre Court Bamber Bridge Preston PR5 6AW Tel: 01253 987 010 Web: www.breck.co.uk/homes hellogbreck.co.uk			
PROJECT:			
HUYTON LANE, KNOWSLEY			
DATE:	SCALE:	JOB REF:	DRAWING NUMBER:
JUNE.25	1:1250 @ A3	-	P07 Huyton Lane / Site Location Plan
			REV:
			A

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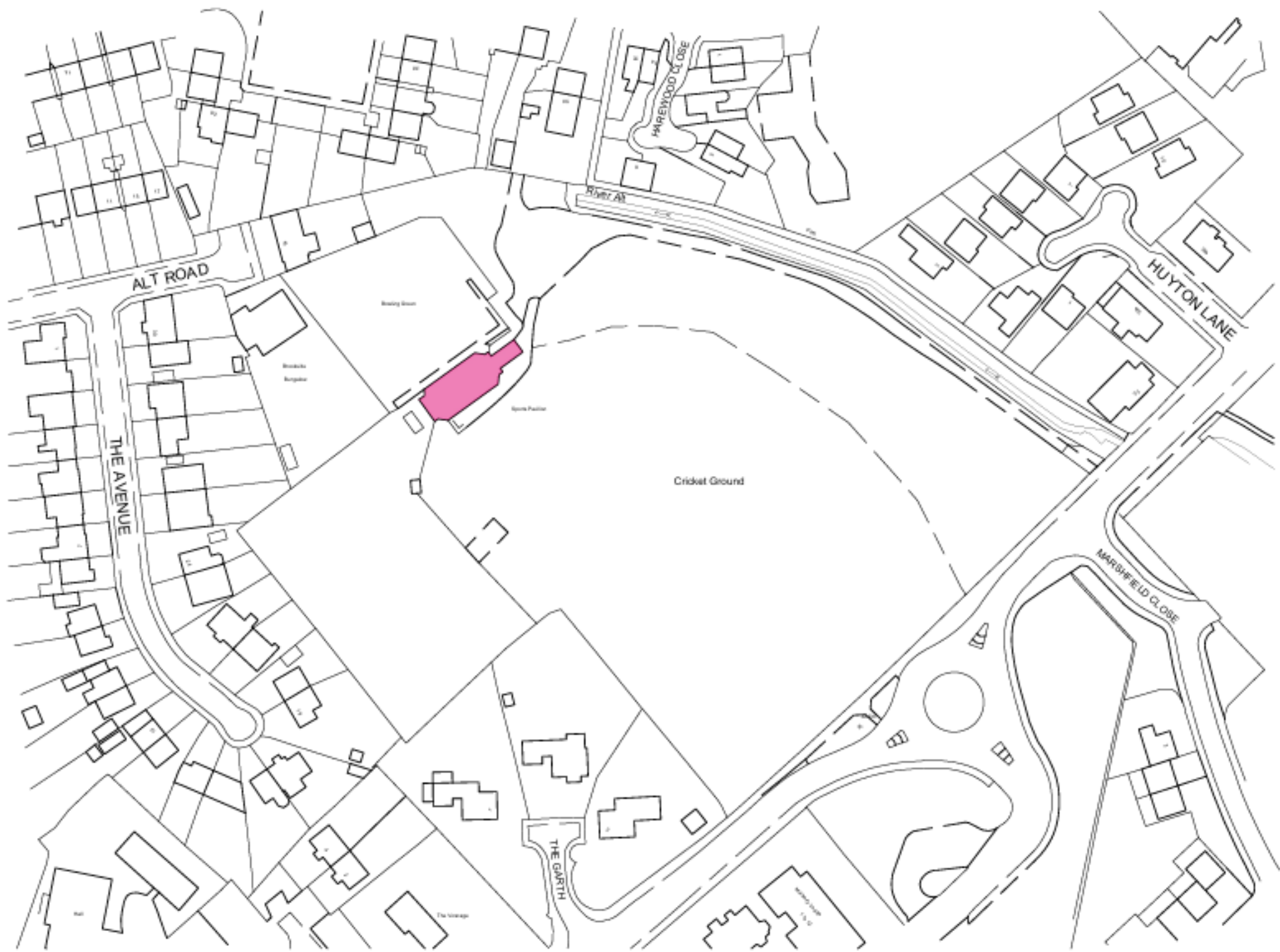
-	-	-	-
REV	DATE	DRAWN	DESCRIPTION
TITLE:			
RESIDENTIAL LAND			
 Breck Homes 20 Sceptre Court Bamber Bridge Preston PR5 6AW tel: 01253 587 030 web: www.breck.co.uk/homes hello@breck.co.uk			
PROJECT:			
HUYTON LANE, KNOWSLEY			
DATE:	SCALE:	JOB REF:	DRAWING NUMBER:
SEPT.26	1:1250 @ A3	-	Huyton Lane / Residential Land
REV:			
-			

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ANNEX 3: HUYTON CRICKET AND BOWLING CLUB PAVILION



LOCATION OF EXISTING PAVILION



REV	DATE	DRAWN	DESCRIPTION
Pavillion			
 Breck Breck Homes 20 Sceptre Court Bamber Bridge Preston PR5 6AW tel: 01253 587 010 web: www.breck.co.uk/homes hello@breck.co.uk			
PROJECT: HUYTON LANE, KNOWSLEY			
DATE: AUG.26	SCALE: 1:1250 @ A3	JOB REF: -	DRAWING NUMBER: Huyton Lane / Plan 1
REV: -	REV: -		

Knowsley Borough Council

Social Value Strategy

Developer Name: Breck Homes Limited

Planning Ref: TBC

Fusion21 Ref: TBC

Proud providers of procurement with purpose

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Introduction

It is a planning condition that Breck Homes Limited submit a Social Value Strategy for the development at Former Huyton Cricket Club, Huyton Lane, Huyton, L36 7TX.

On approval of this strategy by Knowsley Borough Council (KMBC), it will form a compliance document and will be implemented by Breck Homes Limited, supported by a site-specific Social Value Delivery Plan which Fusion21 will develop with the developer and/or the main contractor once appointed. Fusion21 has been engaged by KMBC to support the delivery of this strategy.

A section 106 agreement or unilateral undertaking is intended by KMBC to secure the provision of social value strategies by way of a commuted sum contribution towards specified social value projects provided by the Council's approved partner(s). In either case, the Supplementary Planning Document (SPD) notes that a commuted sum may also be sought towards the costs of preparing and monitoring the Social Value Strategies [paragraph 5.4].

Planning policy context

National Policy Context - National Planning Policy Framework (December 2024)

At its core, The National Planning Policy Framework promotes sustainable development through three key goals that work hand-in-hand:

- ✓ **Economic Goals:** Supporting a strong and competitive economy by making sure there's enough land in the right places at the right times to encourage growth, innovation, and productivity. This also means planning ahead for essential infrastructure.
- ✓ **Social Goals:** Helping create thriving, healthy communities by ensuring there are enough homes to meet everyone's needs, now and in the future. It's also about designing safe, beautiful, and accessible spaces with the services and open areas people need to live well.
- ✓ **Environmental Goals:** Protecting and improving our natural, built, and historic surroundings. This includes using land wisely, boosting biodiversity, cutting down on waste and pollution, and tackling climate change by moving toward a low-carbon economy.

The latest update to the NPPF in December 2024 puts an even greater focus on making sure planning decisions actively support sustainable development and help communities grow and thrive.

In particular, the NPPF highlights that planning should:

- ✓ **Encourage Sustainable Solutions:** Decisions should steer development toward options that work for the local area, reflecting its unique character and addressing its specific needs.
- ✓ **Be Positive and Collaborative:** Local councils are urged to take a creative approach when making decisions, using all the tools at their disposal and working closely with developers to make sure projects benefit the community economically, socially, and environmentally.

By focusing on sustainable development, the NPPF ensures that economic growth goes hand-in-hand with social well-being, helping to build resilient communities, protect precious resources, and create opportunities that leave a lasting positive legacy.





Local policy context – Knowsley ‘Adding social value to development supplementary planning document’

The Council has adopted a Supplementary Planning Document ‘Adding Social Value to Development’ with the objective of maximising the employment and training of local people. The SPD requires applicants for major developments such as this to submit a ‘Social Value Strategy’ to the Council setting out how they propose to provide employment and training benefits for residents in the local area during the construction of the new development.

Social value is identified as the additional economic, social, and environmental benefits that can be created as part of a development. The requirement for applicants for major developments to agree to a Social Value Strategy is intended by KMBC to ensure developers make a positive contribution to the local area during the construction phase of a development.

The SPD guides how the council will implement the requirements of the SPD, by requesting that developers in the borough prepare and implement a Social Value Strategy in a case where their scheme meets or exceeds the designated threshold. It outlines the process for creating Social Value Strategies and identifies the kind of social value outcomes which could be expected from new major developments. Such strategies will commit to maximising the employment and training of local people during the construction phase and in the completed development, helping to develop the resident workforce skills. There will also be a route to employment for local people [paragraph 1.4].

The SPD stipulates that KMBC would like to see a Social Value Strategy commit to as many of the following measures as is practicably achievable:

- ✓ Provision of apprenticeships for Knowsley residents aged under 25, which can be from the construction or end-use phases, or a combination of the two.
- ✓ Provision of employment opportunities, particularly those which have appropriate support to make them suitable for long-term unemployed Knowsley residents (i.e., those who have been out of work for at least two years).
- ✓ Provision to notify the council or any other agency nominated by the council, of job vacancies arising from both the construction and end-use occupation.
- ✓ Provision for delivery of bespoke pre-employment and skills training for Knowsley residents to provide them with the skills to access the jobs that are being created.

Knowsley 2030

Throughout 2019, the organisations that make up the Knowsley Better Together Partnership worked closely with local residents, businesses, community groups and others to develop a long-term strategy for Knowsley.

Knowsley 2030 outlines a series of shared aims for the future. The aspiration is that by 2030, Knowsley will be:

- A place with welcoming, vibrant, well-connected neighbourhoods and town centres.
- A place with a thriving, inclusive economy, with opportunities for people and business.
- A place where people are active and healthy and have access to the support they need.
- A place where people of all ages are confident and can achieve their full potential.
- A place where strong and safe communities can shape their future.

This Social Value Strategy has been designed to help realise the ambitions set out in the Knowsley 2030 strategy.

Our strategy and approach

Social value target

The Section 106 (S106) Agreement will set out a minimum social value target that must be delivered during the project's construction phase. For this development the target is:

177 social value weeks.

The method for calculating the target number of social value weeks is driven by an industry-approved model for addressing construction skills shortages in the local area. The Knowsley model applies regionally specific data published by the CITB Construction Skills Network Data.

The Knowsley social value weeks forecasting tool is aligned to planning class uses and reflects the standard industry measurement of labour as 'labour weeks' based on typical construction output. This approach ensures that targets are relevant to specific developments and reflect the business needs of Applicants/Developers/Contractors and their supply chains, so opportunities created are proportionate and sustainable.



Our approach

Knowsley 2030	Activity profile and measures
A place with welcoming, vibrant, well-connected neighbourhoods and town centres.	• Place communities at the heart of the town centre development by ensuring that any opportunities generated during the construction phase of the project benefit local people. See individual measures below. • Local people are given an opportunity to design artwork for the site hoarding. (Number of people involved).
A place with a thriving, inclusive economy, with opportunities for people and business.	• Meet the buyer events to engage Knowsley businesses. (Number of events and local participants). • Business mentoring for Knowsley businesses. (Number of businesses supported). • Subcontracting opportunities awarded to Knowsley businesses. (Number of subcontracting packages awarded and value of packages).
A place where people of all ages are confident and can achieve their full potential.	• Employment opportunities created for Knowsley residents. (Number of weeks). • Apprenticeship opportunities created for Knowsley residents. (Number of weeks). • Careers events to engage Knowsley Young People (virtual and in-person). (Number of events and beneficiaries). • Mentoring opportunities provided for Knowsley residents. (Number of opportunities and beneficiaries). • Site Visits for Knowsley young people. (Number of visits and beneficiaries). • Work experience opportunities for Knowsley young people, (Number of weeks and beneficiaries). • Knowsley T-Level students supported to access long-term work experience opportunities. (Number of weeks and beneficiaries). • Support for individuals taking part in Sector-Based-Work-Academy Programmes by offering site placements as part of their training. (Number of individuals supported and days/weeks spent on site).
A place where strong and safe communities can shape their future.	• Support for local VCSE businesses/groups by donating time, materials, and equipment. (Number of volunteer days and value of donations). • Knowledge share with local VCSE groups/mentoring. (Number of volunteer hours/days).

These activities combined will deliver the required social value target of 177 weeks.

Monitoring and reporting social value outcomes

A key element of the delivery of this Social Value Strategy is successful monitoring and reporting outcomes. Fusion21 will lead this area of work on behalf of KMBC and has a dedicated member of staff who will assume overall responsibility for monitoring and reporting outcomes. This will be undertaken in conjunction with the developer/main contractor who will provide Fusion21 with the necessary information to fully monitor outcomes during the project’s construction phase.

Fusion21 will provide monitoring reports on an agreed basis detailing all outcomes delivered to date using the measures identified above. A final report will be submitted at the end of the project which will include overall performance against the social value target, data confirming how the target has been achieved and case studies bringing the outcomes to life. A signed final report will be submitted to KMBC to satisfy the S106 planning obligation. On acceptance of the final report, KMBC will formally discharge the condition in writing.

ANNEX 5:

SCHEDULE OF REPAIRS

[Address]

Huyton Cricket Pavilion
Huyton Lane
Huyton
Liverpool L36 7DD

[Ref]

J05-467-SoR-B

[Prepared for/Client]

Breck

[Date of Inspection]

17th June 2025

[propvisory.] Chartered
Building
Surveyors

[Building Surveying] [Defects] [Party Wall] [Neighbourly Matters]



Propvisory Limited - Registered in England [12768228]
Registered Office [6 Border Drive, Buckshaw Village, Chorley, Lancs., PR7 7HG]
Regulated by RICS

CONTENTS

EXECUTIVE SUMMARY -----4

 [Main Findings] -----4

 [Further Investigations] -----4

 [Energy Considerations] -----5

INTRODUCTION -----6

 [Instructions] -----6

 Scope of Inspection-----6

 [Limitations] -----6

 Excluded Parts -----6

 Deleterious and Hazardous Materials-----6

 Specific Limitations -----6

 [Weather Conditions] -----7

 [Reference to Directions/Orientation] -----7

DESCRIPTION OF PROPERTY -----8

 [Main Building] -----8

 Generally -----8

 Roof-----8

 Elevations -----8

 Decking -----8

 [Single Storey Right-hand Extension] -----8

 Roof-----8

 Elevations -----9

 [Internally] -----9

 Walls-----9

 Floors-----9

 [Site] -----9

SCHEDULE OF REPAIRS ----- 10

 Statutory Approvals -----10

 Preliminaries -----10

 Preparatory Works-----10

 EXTERNALLY -----11

 Decking -----11

 Roof Level -----11

 Elevations -----12

 INTERNALLY-----13

Ceilings----- 13

Walls----- 13

Floors----- 14

Internal Doors----- 14

Joinery – skirtings etc.----- 14

Sanitary Ware ----- 15

Mechanical/Electrical Installations ----- 15

SCHEDULE OF NEW/ALTERATION WORKS----- 16

 Internal Alterations ----- 16

 External Alterations----- 16

CERTIFICATION ----- 17

 [Surveyor Declaration] ----- 17

 [Date of Report] ----- 17

 [Photographic Record] ----- 17

APPENDICES ----- 18

 [A – Photographs Taken During Inspection]----- 18

 [B – Historic England Official List Entry]----- 19

EXECUTIVE SUMMARY

The purpose of this summary is to provide a brief overview of the main points detailed in this report. The report should be read in its entirety to fully understand our findings and recommendations.

The building is Grade II Listed – Historic England Listing Number 1471712 and therefore considered an important Heritage asset. A copy of the Official List Entry from Historic England is appended to this report for reference. Works to the building will require listed building consent from the local planning authority, particularly where these involve any changes to the building and its materials. It is advisable to liaise with the conservation officer before starting any work.

It is often useful to engage early with the Local Authority Conservation Officer to identify works which will and will not require Listing Building Consent and to discuss various options which may be desirable or acceptable to the Local Authority. The building has been subject to alteration in the past including the extension and installation of non-traditional building materials (e.g. concrete roof tiles and uPVC gutters).

Leaded stained glass windows appear to have been provided to the dormers previously.

The site immediately around the building, including on the raised decking areas is significantly overgrown, which obscures some parts. The windows and doors, and some areas of cladding have been boarded over.

[Main Findings]

The most significant issues identified are as follows:

- Roof is in poor condition, patch repair would provide poor aesthetics, and not likely to be economically viable. Full renewal of the roof coverings should be allowed for with a lighter weight tile as per recommendations of the structural report
- Ongoing water leak to small kitchen behind bar/beer store requires immediate isolation to prevent further deterioration of the building which could lead to dampness, fungal growth and decay of timbers which may then spread. A dry rot type outbreak has occurred to the bar area, which has impacted the floor and skirting boards to the bar and may have contributed towards issues to the floor elsewhere.
- Collapsed floor to the bar and WC area, with further softened floors around this area.
- Dampness/staining and mould growth to the seating area between the bar and WC.
- Openings in floor to main room and kitchen.
- Rot decay to numerous external timbers [cladding, fascias/soffits, etc.].
- Rot decay to timber decking, requiring replacement.
- Single storey extension is of no historical importance. Consideration should be given to demolition to reduce works and future maintenance; however, this does provide additional accommodation, which might be difficult to obtain approval for otherwise.

[Further Investigations]

The following further investigations are required to understand the full extent of the necessary repairs and upgrading works which will require the addition of any items found necessary to be incorporated into the Schedule of Repairs.

- Asbestos survey – which may require multiple phased inspections
- Timber and damp survey of affected parts, and subfloor void particularly, due to evidence of fungal growth/rot decay and wood boring beetle attack
- Mechanical and Electrical installations including wiring, plumbing and heating/cooling systems.
- Ventilation systems.
- CCTV drainage inspection including testing of all gullies and connections.
- Legionella.
- Energy performance.

[Energy Considerations]

Where the building is to be rented, the Minimum Energy Efficiency Regulations will apply. However, further specialist advice should be sought in this regard as the requirements can be relaxed when dealing with Listed Buildings, particularly where thermal upgrading of elements will not be permitted by the Conservation Officer.

INTRODUCTION

[Instructions]

We have been instructed by the Client [named above] to carry out an inspection and provide a Schedule of Repairs of the above property.

The client informed us that their intention is to keep the building generally in its current layout and refurbished into a good state of repair to allow for the building to be reoccupied/reused as a community building hall or commercial/hospitality premises.

No comment is made on replacements of the general fit-out items as it is envisaged that these will be removed only to allow any incoming occupier of future design to dictate its suitable fit-out arrangement to suit their own needs.

Scope of Inspection

Cricket Pavillion building including the associated raised decking around.

[Limitations]

This Schedule of Repairs is a list of the required repair works apparent at the time of inspection to put the property into a good state of repair in relation to the structure and fabric of the building. This is not a Building Survey. The inspection is limited to the areas stated above and does not cover the entire property. No other structures or features on the site have been included.

This is not intended to remedy each and every minor blemish within the property.

The inspection was undertaken from ground level externally and internal floor levels only. A drone was used to view high level areas of the roof and gutters from above.

Excluded Parts

No parts of the property were opened up/exposed as part of the inspection. Furniture, fixtures/fittings (including fitted floor coverings), household items/stored articles were not moved during the inspection. We cannot confirm that defects are not present in these concealed areas, however these are internal and not intrinsic to the listing.

Fitout fixtures/fittings and occupier items are excluded.

No utilities/services installations were tested as part of the inspection.

Deleterious and Hazardous Materials

Specialist inspections/investigations have not been undertaken or commissioned to determine whether there are deleterious or hazardous materials [which include Asbestos, Lead, and High Alumina Cement] present within the property, or to identify the possibility of contaminated land.

Specific Limitations

A structural survey has been undertaken by a Structural Engineer.

Right-hand store type extension with steel doors was locked and inaccessible. A partial view was available via the collapsed ceiling from the adjacent room.

The site is substantially overgrown which restricts access generally around the building and also obscures visibility of parts particularly where vegetation is growing immediately against walls and

other parts of the building including the external terrace/decking area etc. Upon removal of the vegetation, these areas should if necessary be reassessed with any necessary additions made to the Schedule of Repairs.

Some parts of ceilings and floors have collapsed which prevent full thorough safe access throughout the building. Some floor areas have also softened due to defect which prevents safe access onto these floors and parts of the external timber decking.

External windows and doors throughout are boarded over or fully secured. These elements, particularly windows cannot be viewed externally due to boarding.

Doors are not openable and could not be assessed for operation, with the exception of the main double front doors.

[Weather Conditions]

The weather during the inspection was warm, dry and cloudy following generally warm, dry conditions.

[Reference to Directions/Orientation]

All references to left and right are made as if viewing the property from the front (roadside) elevation externally.

DESCRIPTION OF PROPERTY

[Main Building]

Generally

The building is Grade II Listed – Historic England Listing Number 1471712 and therefore considered an important Heritage asset.

Single storey detached former cricket/bowling pavilion.

Roof

Dual pitched main roof covered with plain concrete interlocking tiles.

Pitched roof dormers to front and rear slopes which extend to cat slide roof wings to both sides.

Roof line continues over raised terrace area to front and rear forming canopy/veranda incorporating timber posts and gallows brackets.

Timber bargeboards to gables and below roof lines. Timber boarded soffit to canopy areas and overhangs following the roof line over rafters.

uPVC gutters and downpipes. Some sections of older cast iron downpipes.

Elevations

Timber framing and cladding to external walls. Areas of galvanised steel infill panels between some timber framing with older tongue and groove boarding and other infill panelling including MDF, plywood etc. varying throughout the wall. All windows and doors are boarded over.

Load bearing masonry walls forming plinth beneath timber framing.

Splayed bays to front and rear beneath dormer positions.

Decking

Raised veranda and decking across front and rear elevations formed with masonry walling extending to the rendered parapet above decking level.

Timber decking across front elevation. Concrete cast in-situ hardstanding across rear decking area.

Concrete and timber external steps and rampways.

Dutch gables to end of main ridge to right and left sides.

[Single Storey Right-hand Extension]

Roof

Hip ended dual pitched plain concrete tiled roof, with valleys into right hand slope of main building.

Timber fascia boards.

uPVC gutters and downpipes.

Elevations

Load bearing masonry concrete blockwork walls with painted finish.

Steel door to right-hand elevation with garage door type opening.

Windows and personnel door are boarded over.

[Internally]

Ceilings

Timber clad and plasterboard ceilings including timber framed suspended plasterboard ceilings with painted finishes and areas of textured coatings.

Walls

Load bearing masonry and timber partition walls. Timber cladding, plasterboard, panelling and painted masonry internal walls.

Floors

Suspended timber floor throughout main building with exception of right-hand shower room.

Various timber boarding, carpet sheeting and vinyl flooring.

Ground bearing concrete slab floors to right-hand shower room and right-hand extension area overlaid with ceramic tiles.

[Site]

Excluded from inspection.

SCHEDULE OF REPAIRS

The Contractor and Project team will be responsible for preparing or procuring any necessary detailed design and specification of works and deciding on the appropriate sequencing and programming of works.

All elements of works should be prior agreed with the Conservation Officer from the Local Planning Authority, to identify works which can be undertaken without the need for Listed Building Consent.

#	Item/Defect	Required Works
01	Statutory Approvals	
02	General	Obtain all necessary Statutory Approvals including Listed Building Consent
03	CDM	Make all necessary appointments of duty holders and responsible parties, particularly with reference to the CDM regulations.
04	Preliminaries	
05	Site Setup	Site set-up & security, welfare, waste management/removal, storage facilities, health & safety arrangements, scaffolding & temporary weatherproofing, access equipment, temporary building services, lighting, etc.
06	Asbestos	Carry out refurbishment and demolition Asbestos Survey with, however take directions from Asbestos Surveyor as to removal of loose items, stored items etc. from building prior to or after survey which may need to be undertaken in two parts.
07	Asbestos	Carry out any works required and recommended within the Asbestos Survey Report(s). Add items to Schedule of Repairs as required.
08	Building Services	Isolate all building services (gas, electric, water, air-conditioning, etc.).
09	Preparatory Works	
10	Vegetation and overgrowth	Clear all vegetation from the building and immediately around the building.
11	Boarding over external windows and doors	Remove all boarding from exterior windows, doors etc.

#	Item/Defect	Required Works
12	Furnishings and stored/discarded items	Clear all furniture, fixtures, fittings, chattels/stored items and debris from inside and outside of the building.
13	Building Services	Inspection of building services by appropriately qualified experienced engineers. Add items to Schedule of Repairs as required.
14	Building Services	Strip out all loose redundant cabling and pipework etc.
15	Floors	Remove softened and defective flooring and install suitable temporary boarding/safe access.
16	Fungal Growth/Rot Decay	Carry out further inspection to confirm the extent of dry rot/fungal growth outbreak to determine the areas requiring treatment. Undertake all necessary treatment works. Add items to Schedule of Repairs as required.
17	EXTERNALLY	
18	Decking	
19	Timber Decking softened and decayed to front decking	Replace timber decking with grooved covering as per materials schedule
20	Cracking through concrete rear decking	Install an external quality screed layer.
21	Cracked and spalled/missing render from decking walls, with fallen section to front/left corner	External retaining wall to be replaced as per structural report.
22	Roof Level	
23	Roof Coverings: Slipped tiles and openings, cracked and chipped tiles, missing hip tiles, debris and vegetation growth, temporary flash-band repairs, deteriorated mortar to ridges and verges, torn and damaged	Fully strip roof coverings, battens, underfelt, valleys, flashings etc. Undertake any roof structure works and lateral restraint advised by the Structural Engineer. Provide new lightweight roof tiles over a vapour permeable membrane, fixed to treated timber battens – details and materials as per schedule.

#	Item/Defect	Required Works
	underfelt with water ingress internally	
24	Softened and decayed timber fascias/soffits, cladding, and limited sections of framing	Overhaul all external joinery. Provide sectional replacement and splice repairs to majority of elements, with all parts fully decorated upon completion.
25	Rainwater goods – twisted/distorted and misaligned with open joints, corroded parts etc.	Renew all rainwater goods
26	Stained glass windows mostly missing and broken up	Reinstate stained glass windows to front dormers with new.
27	Elevations	
28	Softened and decayed timber cladding, and limited sections of framing	Overhaul all external joinery. Provide sectional replacement and splice repairs to majority of elements, with all parts fully decorated upon completion.
29	Steel sheet infill panels replacing timber cladding, flaking paintwork	Subject to Conservation officer requirements – replace steel panelling with timber cladding and decorate.
30	MDF sheet infill panels replacing timber cladding, moisture damage/expansion and flaking paintwork	Replace damaged sections with timber cladding and decorate. Subject to Conservation officer requirements – replace all MDF panelling with timber cladding and decorate.
31	Spalling and cracked render to masonry plinth	Hack off loose/defective render. Patch repair brickwork as necessary and render and decorate all areas.
32	Decayed window frames & cills to extension	Block up opening.
33	Damage to changing room lobby door	Block up opening.
34	Corroded and worn ironmongery	Replace ironmongery where required.
35	Corrosion to steel store doors	Mechanically abraded corroded parts and fully redecorate include replacement of ironmongery as appropriate.

#	Item/Defect	Required Works
36	INTERNALLY	
37	Ceilings	
38	Water damaged and decayed timber cladding	Overhaul timbers. Provide sectional replacement and splice repairs where damage is present, with all parts fully decorated upon completion.
39	Suspended Ceilings	Confirm with Conservation Officer whether desirable to fully remove suspended ceilings – room by room. Remove as agreed and make good retained surfaces.
40	Deflection to Suspended Ceilings	Install additional support hangers etc. as directed by Structural Engineer.
41	Detached deflecting ceiling to kitchenette area	Remove and replace ceiling.
42	Failed sections of plasterboard Ceilings	Cut out and remove loose and failed sections of ceilings. Install plasterboard and skim over entire ceiling
43	Hairline cracks at plasterboard joints and to wall/ceiling junctions	Rake out and fill cracks prior to redecoration.
44	Flight holes to timber suspended ceiling over bar/kitchenette area	New beams and ceiling to this area.
45	Staining and mould growth to ceiling between bar and WC area	Replace ceiling to this area.
46	Walls	
47	Dampness and disturbed decoration at base of wall within extension lobby	Provide damp proofing treatment and improve appearance. The issue is possibly related to the drainage of the shower area on the opposite side of the wall, which requires further assessment/testing. Amend/add items to Schedule of Repairs as required.
48	Impact damage and apertures formed in walls	Infill gaps/openings
49	Damage plasterboard to partitions	Replace damaged plasterboard, skim areas in vicinity and redecorate

#	Item/Defect	Required Works
50	Damage to top of tiled shower room wall	Infill, reduce, or board over affected area
51	Dampness to low level walls in shower room lobby area	Provide damp proof treatment with insurance backed long term guarantee
52	Staining and mould growth to wall between bar and WC area	Provide damp proof treatment with insurance backed long term guarantee
53	Decayed and loose/detached timber panelling	Overhaul all timber panelling. Provide sectional replacement and splice repairs to affected elements, with all parts fully decorated upon completion.
54	Kitchen Opening	Provide suitable beams over opening, as per Structural Engineer's Report.
55	Floors	
56	Evidence of beetle attack to floorboards and sub floor. Collapsed/cut-out sections of flooring to former Kitchen and at entrance doorway	All floors to be replaced as per Structural Engineer's report
57	Softened unstable floor to WC lobby area – no safe access, adjacent area collapsed	As above
58	Softened floor adjacent to bar area	As above
59	Collapsed floor behind bar area	As above
60	Uneven areas of flooring due to layers of overboarding	As above
61	Internal Doors	
62	Heavy wear and tear with impact damage. Low quality doors generally.	Replace internal doors to suit fitout, including suitable fire-rated doors as required.
63	Joinery – skirtings etc.	

#	Item/Defect	Required Works
64	Rot decayed skirtings along bar area	Remove during bar strip out.
65	Detached and damaged sections of skirtings and architraves	Remove elements generally, as modern additions. Replaced to suite intended fitout.
66	Sanitary Ware	
67	Items removed from changing room WCs. Dated and worn items generally, heavily begrimed. Basin & pedestal fallen through collapsed floor.	Remove all sanitary items including cubicle type elements. Replace with new to suit any layout/use alterations.
68	Mechanical/Electrical Installations	
69	Dated installations and elements which may not suit future use	Replacement and upgrading works in accordance with Mechanical/Electrical Engineer requirements and recommendations regarding future use.

SCHEDULE OF NEW/ALTERATION WORKS

The Contractor and Project team will be responsible for preparing or procuring any necessary detailed design and specification of works and deciding on the appropriate sequencing and programming of works.

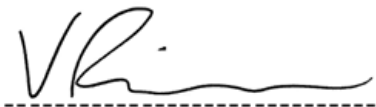
All elements of works should be prior agreed with the Conservation Officer from the Local Planning Authority, to identify works which can be undertaken without the need for Listed Building Consent.

#	Item/Defect	Required Works
01	Internal Alterations	
02	Remove Internal Walls	Remove existing internal walls to Bar and WC areas, as per Proposed Floor Plan. Allow for necessary structural support and making good of surfaces.
03	Remove Internal Walls	Remove existing internal walls to changing room/shower/store areas, as per Proposed Floor Plan. Allow for necessary structural support and making good of surfaces.
04	WC Partitions	Install new WC partition walls including formation of accessible WC.
05	Kitchen fitout	Install new kitchen fitout as per Proposed Floor Plan.
06	External Alterations	
07	Block up Doorway	Block up external personnel doorway to changing room area. Infill with masonry to match existing. Make good surfaces.

CERTIFICATION

[Surveyor Declaration]

I confirm that I inspected the property and produced this report.



Vince Rimmer BSc (Hons) DipDEA MRICS CBuildE MCABE FPTS FFPWS
Chartered Building Surveyor
Chartered Building Engineer
Director

[Date of Report]

03 July 2025

[Photographic Record]

Full resolution digital images will be held electronically on our files for future reference in the event of a dispute.

APPENDICES

[A – Photographs Taken During Inspection]

551 photographs available
on the Planning Registe

[B – Historic England Official List Entry]

Huyton Cricket and Bowling Club Pavilion

Listed on the National Heritage List for England. Search over 400,000 listed places
(<https://historicengland.org.uk/listing/the-list/>)

Official list entry

Heritage Category:Listed Building

Grade:II

List Entry Number:1471712

Date first listed:21-Sep-2020

List Entry Name:Huyton Cricket and Bowling Club Pavilion

Statutory Address 1:Huyton Lane, Huyton, Liverpool, L36 7XD

CONTACT US

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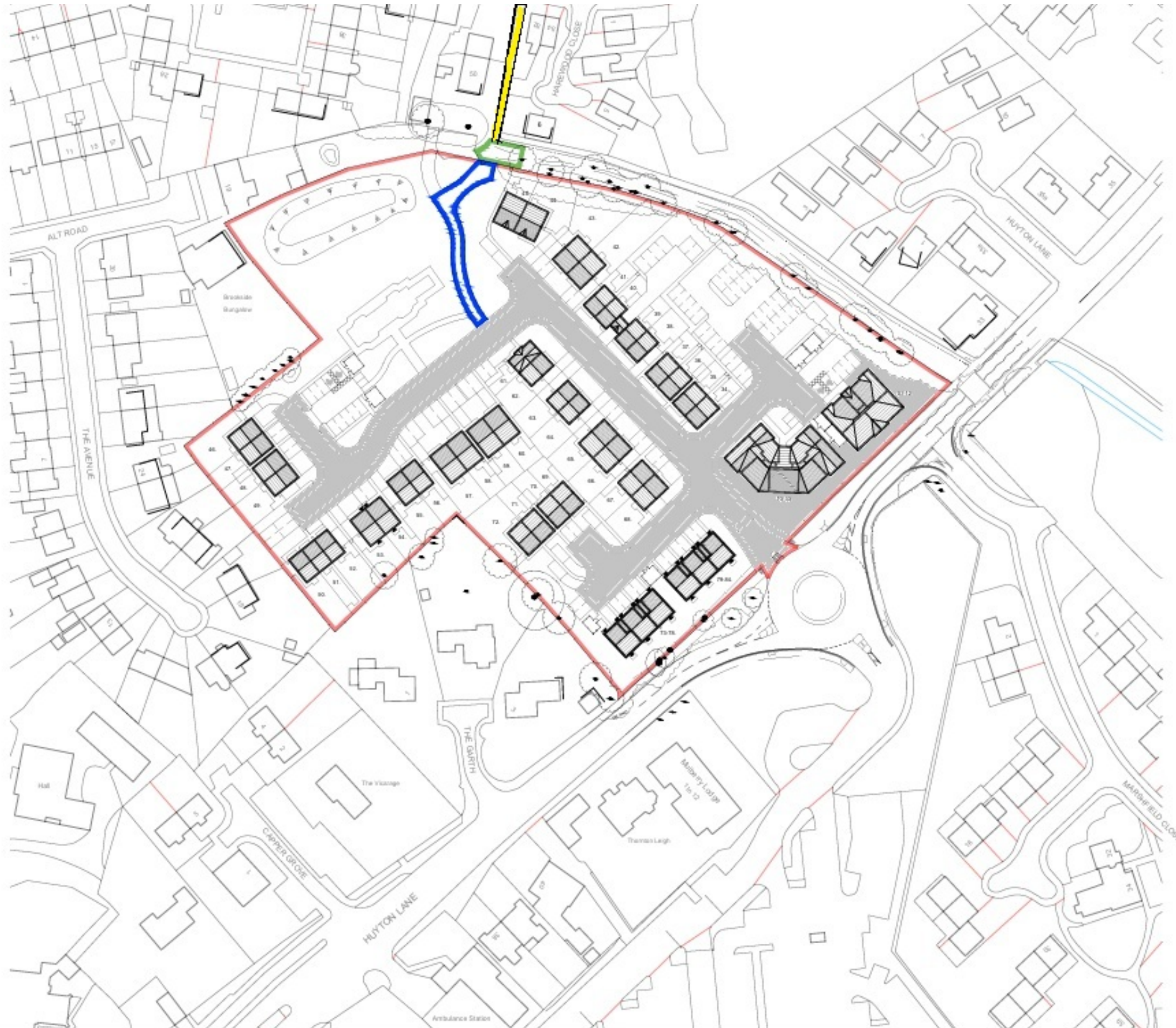
[propvisory.] Chartered
Building
Surveyors

[Building Surveying] [Defects] [Party Wall] [Neighbourly Matters]



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Registered Office [6 Border Drive, Buckshaw Village, Chorley, Lancs., PR7 7HG]
Regulated by RICS

ANNEX 6: ACCESS ROUTE



-	-	-	-	
REV	DATE	DRAWN	DESCRIPTION	
TITLE:				
Access Route				
 Breck Breck Homes 20 Sceptre Court Bamber Bridge Preston PR5 6AW tel: 01253 587100 web: www.breck.co.uk/homes hello@breck.co.uk				
PROJECT:				
HUYTON LANE, KNOWSLEY				
DATE:	SCALE:	JOB REF:	DRAWING NUMBER:	REV:
AUG.26	1:1250 @ A3	-	Huyton Lane / Plan 2	-

INTENTIONALLY BLANK

1

EXECUTION

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

Authorised Signatory:

EXECUTED AS A DEED by **BRECK HOMES
LIMITED** acting by a director, in the presence
of a witness }

.....
Director

Name

Witness

Signature

Witness Name

(Block Capitals)

Witness Address

.....

Occupation