

Planning Obligation by Deed of Agreement under Section 106 of the

Town and Country Planning Act 1990

Relating to application for demolition of existing buildings/structures and erection of industrial and logistics warehouse units (use class B2 and/or B8 and or E(G)(iii)), with ancillary offices, including provision of revised access arrangements from Alchemy Way and all associated works of landscaping, car parking and servicing arrangements

on land to the East of Moorgate Point, Alchemy Way, Knowsley Industrial Park, Kirkby, Knowsley

Planning Application 25/00464/FUL

Dated

2026

- (1) Knowsley Metropolitan Borough Council
- (2) Indurent Propco A3 Ltd
- (3) CBRE Loan Services Limited

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EXECUTION OF DEED

DATE

2026

PARTIES

- (1) **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) **INDURENT PROPCO A3 LTD** of (Co. Regn. No. OE001690 and Isle of Man company registration number 020212V) of 33-37 Athol Street, Douglas, Isle Of Man, IM1 1LB (the "**Owner**")
- (3) **CBRE LOAN SERVICES LIMITED** (Co. Regn. No. 05469838) of Henrietta House, Henrietta Place, London W1G 0NB (the "**Chargee**")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of that part of the Site registered under title number MS362926 (as detailed in the First Schedule).
- 3 The Chargee has an interest in the Site by virtue of having the benefit of a legal charge which is recorded on the Charges Register of title MS362926 dated 22 February 2023.
- 4 Indurent Management Limited has submitted the Application to the Council.
- 5 The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 6 The Council is minded to grant planning permission subject to the prior completion of this Deed.
- 7 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 25/00464/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, site preparation, 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 (including temporary hoardings), 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 application for demolition of existing buildings/structures and erection of industrial and logistics warehouse units (use class B2 and/or B8 and or E(G)(iii)), with ancillary offices, including provision of revised access arrangements from Alchemy Way and all associated works of landscaping, car parking and servicing arrangements
- 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 **“Occupation”** means occupation of the Development for the purposes permitted by the Planning Permission other than occupation by personnel engaged in the construction of the Development or occupation for the purposes of security, marketing or display and **“Occupy”** shall be construed accordingly
- 1.11 **“Plan”** means the plan at Annex 2
- 1.12 **“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
- 1.13 **“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

- 1.14 **“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, 5.2, 5.3, 7 - 16 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 Subject to clause 5.3 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.
- 5.3 The parties acknowledge that the Site was subject to a lease dated 10 November 2015 and made between (1) St. Modwen Properties I Sarl and (2) the Liverpool City Council and registered under title number MS628973 which was surrendered (pursuant to an agreement to surrender dated 12 January 2026) on 2 February 2026 by the completion of a TR1 and which is the subject matter of an application made before the date of this Deed by the Owner to the Land Registry to close title number MS628973.

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 detailed in this Deed or such other address for service as shall have been previously notified to the Council in writing and marked for the attention of the Company Secretary, Indurent, 180 Great Portland Street, London, W1W 5QZ;

- 7.13.2 any notices to be served upon the Council shall be marked for the attention of the Council's Head of Planning; and
- 7.13.3 any notices to be served upon the Chargee shall be marked for the attention of Vy Nguyen, CBRE Loan Services Limited, Loan Services, Henrietta House, Henrietta Place, London, W1G 0NB.
- 7.13 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.
- 7.14 Upon the proper performance or discharge of the obligations (or any of them) by the Owner under the terms of this Deed the obligation(s) in question shall absolutely cease and determine save for the avoidance of doubt where such obligations shall be continuing obligations under this Deed.

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 Second Schedule (save for the Traffic Regulation Order Contribution which shall not be Index Linked) 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 CHARGE

14.1 The Chargee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Chargee shall otherwise have no liability to discharge the obligations contained in this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

14.2 The provision and obligations in this Deed shall not enforceable against any future mortgagee or chargee unless or until it takes possession of the Site (or part thereof) in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

15 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

16 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

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

Details of the Owner's Title

The freehold land within title number:

MS362926 being Moorgate Point, Moorgate Road, Knowsley Industrial Park, Liverpool, L33 7XW

Description of the Site

Land to the East of Moorgate Point, Alchemy Way, Knowsley Industrial Park, Kirkby, Knowsley and shown edged red on the Plan at Annex 2.

SECOND SCHEDULE

Owner's Covenants to the Council

PART 1

Interpretation

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

- (i) has been submitted by the Owner in support of the Application;
- (ii) has been approved by the Council as part of the Planning Permission; and
- (iii) is annexed to this Deed at Annex 3 (and as may be varied with the prior written approval of the Council)

“Social Value Contribution” means the sum of £18,533 (eighteen thousand five hundred and thirty 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

“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. from the Commencement of Development the Owner shall 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.
3. 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.

TRAFFIC REGULATION ORDER CONTRIBUTION

PART 2

Interpretation

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

“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 costs of managing indiscriminate parking and maintenance of free access along Alchemy Way for HGVs required under the terms of the Planning Permission

The Owner covenants with the Council as follows:

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

TRAVEL PLAN CONTRIBUTION

PART 3

Interpretation

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

“Travel Plan Contribution” means the sum of £15,000 (fifteen thousand pounds) towards the costs of reviewing and monitoring any travel plan required under the terms of the Planning Permission

The Owner covenants with the Council as follows:

- 1 to pay the Travel Plan Contribution to the Council prior to the first Occupation of the Development.
- 2 not to Occupy the Development until the Travel Plan Contribution has been paid to the Council.

BIODIVERSITY MONITORING CONTRIBUTION

PART 4

Interpretation

In this Part 4 the following words and phrases shall have the meanings:

“Biodiversity Net Gain Monitoring Fee” the sum of £10,926.00 (ten thousand nine hundred and twenty six pounds) payable by the Owner to the Council in accordance with this Part 4 of the Second Schedule to be applied by the Council to undertake the statutory monitoring and reporting functions required over the 30-year period.

The Owner covenants with the Council as follows –

1. to pay to the Council on or before the date of this Deed the Biodiversity Net Gain Monitoring Fee.

MONITORING CONTRIBUTION

PART 5

Interpretation

In this Part 5 the following words and phrases shall have the meanings:

“Monitoring Contribution” means the sum of £5,000 (five thousand pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed

The Owner covenants with the Council as follows:

1. to pay the Monitoring Contribution to the Council prior to Commencement of Development.
2. 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: 25/00464/FUL

Name and address of applicant

Indurent Management Limited
C/o Agent

Name and address of agent

Savills
Savills (UK) Limited
Belvedere
12 Booth Street
Manchester
M2 4AW

Date of Receipt: 6 August 2025

Date Valid: 6 August 2025

Address/Location Of Development:

Land To The East Of Moorgate Point
Alchemy Way
Knowsley Industrial Park
Kirkby
Knowsley

Description of Development:

DEMOLITION OF EXISTING BUILDINGS/STRUCTURES AND ERECTION OF INDUSTRIAL & LOGISTICS WAREHOUSE UNITS (USE CLASS B2 AND/ OR B8 AND/ OR E(G)(III)), WITH ANCILLARY OFFICES, INCLUDING PROVISION OF REVISED ACCESS ARRANGEMENTS FROM ALCHEMY WAY AND ALL ASSOCIATED WORKS OF LANDSCAPING, CAR PARKING AND SERVICING ARRANGEMENTS.

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 granted full planning permission 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. 1. Contaminated Land

A. Investigation and Remediation of the Fuel Tank Area

Following the removal of the fuel tank and prior to development commencing in this specific area, an assessment of the risks posed by any contamination shall be 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. Should contamination be identified then no development (excluding demolition and site clearance) 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.

B. Implementation of Approved Remediation Scheme for the Fuel Tank Area

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.

C. Reporting of Unexpected Contamination - applicable to the whole site

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.

D. Materials Management Plan - applicable to the whole site

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.

E. Soil/Material - applicable to the whole site

No soil is to be imported/reused on 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 reused. 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 (where relevant). The analysis shall then be carried out and evidence submitted to and approved in writing to by the Local Planning Authority.

Reason: To ensure contamination is appropriately identified and a strategy is in place before works commence on the site, to prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers and the general public.

4. Noise from fixed building services plant associated with the development shall be designed to a level that is at least 5dB(A) below the existing LA90 background noise level as measured during the relevant time period, with reference to BS 4142:2014+A1:2019, Methods for rating and assessing industrial and commercial sound. Any tonal, impulsive and/or irregular noise shall be addressed by imposing a penalty as per the methodology set out in BS 4142:2014+A1:2019, Methods for rating and assessing industrial and commercial sound. Noise limits for fixed plant are to apply at a position 1 metre from the closest affected window of the nearest residential property, or similar noise sensitive property.

Reason: To safeguard the amenity of nearby occupiers from noise and disturbance.

5. No part of the development hereby permitted shall be commenced until a Construction / Demolition Environmental Management Plan has been submitted to and agreed in writing by the Local Planning Authority that details the means of mitigation of construction / demolition effects. This shall include but not be limited to the following:
- (i) The site working hours (standard hours are 08:00-18:00 hours Monday to Friday, 08:00-13:00 hours Saturday and not at all on Sundays/Public Holidays without the prior written permission of the Local Planning Authority);
 - (ii) Methods for the mitigation of noise and vibration from building works, including but not limited to piling works, and from the operation of any temporary power generation or pumping plant which will operate overnight;
 - (iii) Methods for dust control and suppression;
 - (iv) Details of wheel washing facilities including location and type to avoid mud/debris or other materials on the highway;
 - (v) Traffic management measures and delivery time restrictions to avoid peak hours;
 - (vi) Location and layout of site compound including areas for loading and unloading of materials, areas for planting and materials storage and contractor parking areas;
 - (vii) Details of relevant pest control measures that will be in place, or will be put in place, should evidence of pests become apparent during the construction / demolition works;
 - (viii) Construction vehicle access arrangements and routing strategy;
 - (ix) Phasing and programme of works;
 - (x) Waste audit/waste management plan.

All site works shall then proceed only in accordance with the approved Construction Environmental Management Plan for the duration of the works.

Reason: To ensure satisfactory development of the site, to minimise the main environmental effects during the construction phase of the development, to ensure that appropriate measures are put in place in the interests of the amenity of neighbouring occupiers, to prevent pollution of the environment, to protect and promote biodiversity, to minimise disruption during construction and in the interests of highway safety.

6. Prior to first occupation, full details of the off-site pedestrian and cycle access improvements shall be submitted to and approved in writing by the Local Planning Authority.

The submission shall include:

- o Detailed layouts of the footway / shared pedestrian-cycle route on Alchemy Way, north of Platinum Court.
- o Dropped kerbs and tactile paving at all identified desire lines.
- o Safe and inclusive crossing arrangements at the existing bellmouth to the north-west of Alchemy Way.
- o Measures to remove or mitigate vegetation encroachment affecting the usable width of the footway.
- o An assessment of existing carriageway and footway surfacing within the extents of the works, including confirmation of whether resurfacing is required to ensure safe and durable tie-in with new works.
- o Details confirming that existing street lighting levels have been assessed and are compliant with current standards, or identifying any mitigation required.
- o Drainage details demonstrating that surface water will be appropriately managed and will not result in standing water or trip hazards, having regard to the Stage 1 Road Safety Audit; and
- o Wayfinding signage where appropriate, in accordance with the recommendations of RSA1.

Where it is proposed to retain existing infrastructure, the submission shall demonstrate that it is fit for purpose and compliant with current standards.

The approved works shall be implemented in full prior to first occupation of the development.

Reason: To ensure that safe, inclusive and well-designed pedestrian and cycle facilities are delivered, that identified road safety issues are appropriately addressed, and that the development provides safe and suitable access for all users.

7. The turning head to the east part of the site shall be constructed, made fully accessible for vehicles and made available for use in perpetuity prior to first occupation and there shall be no gates erected on the access road to the south of, or in front of, any part of the turning head and its access.

No unit shall be occupied until the access road is completed to final surface course level, including associated footways, drainage, lighting and signage.

Reason: To ensure the provision of safe and adequate means of access to the development in the interests of highway safety and amenity.

8. Prior to first occupation of the development, a Full Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall be prepared in accordance with current national guidance and the Knowsley Council Travel Plan Supplementary Planning Document, and shall be tailored to the final use and operational characteristics of the site, whether occupied for B2, E(G) (iii) or B8 purposes.

The Travel Plan shall include, as a minimum:

- o A baseline travel survey of staff travel patterns following occupation.
- o SMART and time-bound modal shift targets appropriate to the scale and nature of the use.
- o Details of cycle parking provision and electric vehicle infrastructure, including management and promotion measures.
- o A package of measures to reduce reliance on single-occupancy car journeys, proportionate to the operation of the site.
- o Identification of a named Travel Plan Coordinator responsible for implementation and monitoring; and
- o A monitoring and reporting programme to the Local Planning Authority for a minimum period of five years from first occupation.

Where monitoring demonstrates that agreed targets are not being met, the Travel Plan shall be reviewed and updated to include additional or amended measures, which shall be submitted to and approved in writing by the Local Planning Authority and implemented in accordance with the approved details.

Reason: To promote sustainable travel choices, reduce reliance on private car travel, and ensure the development provides safe, efficient and accessible transport options.

9. The development shall not be brought into the specified use until the approved parking and vehicular manoeuvring layout for the intended use class have been surfaced, drained and permanently marked out or demarcated in accordance with the details and specifications shown. The Electric Vehicle Charging Points for each unit to which they relate shall be provided prior to that unit being brought into first use. For the avoidance of doubt, a unit falling within use class B2 or E(G) (iii) shall incorporate the respective parking layout for that unit in accordance with drawing 22520-UMC-ZZZ-SI-DR-A-0611 REV P08 entitled 'Proposed Site Plan - Alternative Layout for B2 Parking Standards'. For any unit falling within use class B8, the parking shall be laid out in accordance with plan reference 22520-UMC-ZZZ-SI-DR-A-0601 REV P13 entitled 'Proposed Site Plan' for that respective unit. The hard surfacing of the development shall be carried out in accordance with plan reference 22520-UMC-ZZZ-SI-DR-A-0701 REV P06 entitled 'External Finishes' prior to the development hereby permitted being brought into first use.

Reason: In the interests of highway and pedestrian safety and to promote low carbon developments.

10. Prior to each respective unit being brought into use, the cycle parking shown on plan references for that unit 22520-UMC-K135-SI-DR-A-0704 REV P04 entitled 'Cycle Storage Details Unit K135' and 22520-UMC-K072-SI-DR-A-0704 REV P03 entitled 'Cycle Storage Details Unit K72' shall be constructed and made available for use.

Reason: To ensure that adequate provision is made for parking cycles securely.

11. Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (as amended), the premises to which this permission relates shall only be used for either Use Classes B2, B8 or E(g) (iii) with ancillary offices and for no other purpose, including any other use falling within Class E of the Schedule to that Order or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, except with the prior grant of a further planning permission.

Reason: To enable the Local Planning Authority to assess any proposal for a further change of use, whether or not it falls within the same Use Class, in the interests of highway safety and to protect and promote the vitality and viability of town centres.

12. Subject to the use class of each building hereby permitted, the approved tree planting, shown on the approved plan references XXX-BCA-ELS-00-DR-L-2465-25-01 S5 REV 07 for B8 uses and plan reference XXX-BCA-ELS-00-DR-L-2465-25-08 S5 REV 03 for B2/E(G) (iii) uses (or such other plan that has been submitted to and approved in writing prior to above ground works) shall be implemented and completed in accordance with the approved details and in accordance with a timetable for implementation that has been submitted to and approved in writing by the Local Planning Authority in accordance with the requirement set out in condition 16.

The trees shall be planted in tree pit details as shown on plan references XXX-BCA-ELS-XX-DR-L-2465-25-04-D2 REV 03 (Typical Tree Pit construction within soft landscape); XXX-BCA-ELS-XX-DR-L-2465-25-06-D2 REV 03 (Tree Pit Detail - single staking to heavy standard trees); and XXX-BCA-ELS-XX-DR-L-2465-25-05-D2 REV 03), unless such alternative details are submitted to and approved in writing by the Local Planning Authority prior to any tree planting. Where the plan refers to the '450mm depth free draining subsoil (not clay)', and notwithstanding the tree pit plan, this zone shall consist of a previously prepared mixture of free draining topsoil and an Ameliorant / Conditioner, such as a Peat free compost at 7 Ltrs / pit and a UK origin mycorrhizal fungi including bio-additives, where the Mycorrhizal fungi component contains spores, mycelium, dried plant root containing mycelium and attapulgitic clay, colonised by mycelium. For the avoidance of doubt, the product should not contain fertilisers and the additives should be proven to enhance mycorrhizal colonisation. A 75mm bark mulch shall be spread over the tree pit at 1m diameter. If any variation to the tree pit details is approved in writing by the LPA prior to the tree planting, then any tree planting shall be carried out in accordance with the updated approved details.

Any trees or shrubs planted or retained in accordance with the approved landscaping which are removed, uprooted, destroyed, die or become severely damaged or become seriously diseased within 5 years of planting shall be replaced within the next planting season by trees or shrubs of similar size and species to those originally required to be planted.

The non-significant enhancement landscaped areas shall be managed and maintained in accordance with the Soft Landscape Works Maintenance and Management Proposals (reference 2465/25/RP02E) dated 4.08.25 by BCA Design.

Reason: In the interests of biodiversity and to ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and to ensure the longevity of the trees being planted within the site.

13. A least five working days written notice, prior to the commencement of development, shall be given to the Local Planning Authority of the intention to commence development.

The development shall be carried out in accordance with the recommendations and tree protection measures set out in the Arboricultural Survey, Impact Assessment and Tree Protection Report dated 9.7.25 and revised on 29.7.25.

Reason: To promote biodiversity and protect existing trees.

14. 14. The drainage for the development hereby approved shall be carried out in accordance with the principles set out in the submitted Foul and Surface Water Drainage Design drawing 22520-HSP-00-XX-DR-C-2000 REV P09 dated 15.1.26 which was prepared by HSP Consulting. For the avoidance of doubt, water must drain at the restricted rate of 10.8 l/s. Prior to any above ground works (and excluding any demolition / site clearance, full technical details of all SUDS features, hydraulic devices, outfalls and attenuation storage (including longitudinal and cross sectional profiles) shall be submitted to and approved in writing by the Local Planning Authority. Prior to any above ground works (excluding demolition / site clearance) evidence that exceedance flows and runoff in excess of design criteria, calculations and associated plans shall be submitted to the Local Planning Authority to show where above ground flooding might occur and where this would pool and flow. Where there is possibility of water ponding, the maximum extent and depth of flooded water shall be required to ensure that there would be sufficient resilience flood mitigation measures in place. If the design criterion is an event with the 1 in 100 years likelihood including 45% as the impact of climate change, then exceedance flows and runoff in excess of such an event must be considered. Full details of these mitigation measures and design criterion relating to climate change shall be submitted to and approved in writing by the Local Planning Authority prior to any above ground works (excluding demolition and site clearance).

Prior to occupation of the proposed development, the drainage scheme (and the associated mitigation measures identified) shall then be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Note: The SUDS scheme shall be based on the principles of the SUDS Manual (C753) (June 2025) and the criteria as set out within Knowsley Strategic Flood Risk Assessment (SFRA, Level 2)

Reason: To ensure the site can be sustainably drained without increasing flooding on or adjacent to the site, to ensure a satisfactory form of development and to prevent an undue increase in surface water run-off reducing the risk of flooding.

15. Prior to the first occupation of the development hereby permitted, a Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development through an appropriate legally binding agreement shall be submitted to and approved in writing by the Local Planning Authority.

This shall include:

- (i) The arrangements for adoption by an appropriate public body or statutory undertaker or details of provision for management and maintenance by a management company;
- (ii) A schedule for on-going inspections relating to performance and condition;
- (iii) Details for planned maintenance and a mechanism for remedial and urgent repair works; and
- (iv) Means of access for inspection and maintenance purposes;

The Management and Maintenance Plan shall be implemented in accordance with the approved details and within the timeframes contained within it.

Reason: To ensure effectiveness of the flood risk measures during the lifetime of the development.

16. No development approved by this permission shall commence until a Biodiversity Gain Plan for delivery and monitoring of Biodiversity Net Gain, completed statutory Biodiversity Metric, baseline habitat map, landscape plan and Habitat Management and Maintenance Plan have been submitted to and approved in writing by the Local Planning Authority. The Biodiversity Gain Plan shall be prepared in accordance with the BNG Metric (received 22.12.25) or such updated metric that has been submitted to and approved in writing by the LPA prior to commencement of development, and any relevant national guidance in place. The Biodiversity Gain Plan and Metric shall be implemented broadly in accordance with the Landscape Concept Proposal Plan (reference XXX-BCA-ELS-00-DR-L-2465-25-01-S5 REV 09) and the Landscape Concept Proposal - B2/E(G) (III) Parking Layout (reference XXX-BCA-ELS-00-DR-L-2465-25-08-S5 REV04) (or such updated iteration that has been submitted to and approved in writing by the LPA prior to commencement of development) and all medium distinctiveness significant enhancement habitats and measures shall be retained and maintained thereafter for a period of 30 years. Provision of the gain site reference number and demonstration that the habitat units have been allocated to the development on the Natural England biodiversity sites register, or proof of purchase of any statutory credits (that are used to achieve mandatory 10% BNG) shall also be submitted to the Local Planning Authority prior to commencement of the development hereby permitted. Monitoring reports shall be submitted to the Local Planning Authority in writing in accordance with the methodology and frequency specified in the approved Habitat Management and Monitoring Plan.

A timetable for the implementation of all soft landscaping shall be submitted to the Local Planning Authority prior to first occupation and the soft landscaping shall then be delivered in accordance with the approved implementation timetable.

Reason: To protect and enhance biodiversity and to comply with the Environment Act 2021.

17. (i) Prior to commencement of development, a Habitat Management and Monitoring Plan (the HMMP) shall be prepared in accordance with the approved BNG metric and the finalised Biodiversity Gain Plan (and submitted alongside the Biodiversity Gain Plan). These documents shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development. The submission must include:

- o A non-technical summary;
- o Overview of legal agreement, funding and project;
- o Roles and responsibilities for implementation of the HMMP (habitat works, management, monitoring);

- oDescription and evaluation of features to be managed (including protection of those being retained);
- oThe aims and objectives of management including target condition criteria and details of the relevant habitats, in line with the approved BNG metric and Biodiversity Gain Plan;
- oAppropriate management prescriptions for achieving aims and objectives, including over the period of 30 years, in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of habitat works;
- oPreparation of a work schedule (including any adaptive management);
- oThe monitoring methodology and frequency in respect of the created or enhanced medium distinctiveness habitat to be submitted to the Local Planning Authority.

These monitoring reports shall be submitted to the Local Planning Authority in writing in accordance with the methodology and frequency specified in the approved HMMP.

(ii) The applicant must inform the Local Planning Authority when the initial habitat works have been completed. This is the beginning of the monitoring period (30 years) and is essential information for the Local Planning Authority. For the avoidance of doubt, this shall align with the soft landscaping timetable for implementation.

Reason: To protect and enhance biodiversity and to comply with the Environment Act 2021.

18. The development shall be constructed in accordance with the levels shown on the 'General Arrangement' Plan drawing no. 22520-HSP-00-XX-DR-C-2000 Rev P08 unless such alternative plan is submitted to and approved in writing prior to the commencement of any above ground works (excluding demolition). The development shall be carried out in accordance with the approved levels details.

Reason: In the interests of visual amenity.

19. The waste management facilities shall be provided and made available for use prior to first occupation as set out in drawings 22520-UMC-SI-DR-A-0703 REV P03 (Ancillary Building Details Unit K135) and 22520-UMC-K072-SI-DR-A-0703 REV P02 (Ancillary Building Details Unit K72).

Reason: To ensure appropriate waste management facilities are incorporated into the layout to promote sustainable development.

20. Prior to the erection of the gatehouse , full elevation details shall be submitted to and approved in writing by the local planning authority. The gatehouse shall then be constructed in accordance with the approved details.

Reason: In the interests of visual amenity.

21. The development shall be carried out in accordance with the recommendations within the Flood Risk Assessment (reference HSP2025-C4884-C&S-FRAS1-3331) dated August 2025 and any mitigation measures shall be in place prior to each unit being brought into first use.

Reason: To ensure appropriate flood mitigation measures are in place.

22. Prior to any open storage of materials, goods, equipment or machinery, full details of the areas for storage, heights of any storage and any screening of the storage area, shall be submitted to and approved in writing by the Local Planning Authority. Open storage of materials, goods, equipment or machinery within the site shall then only take place in strict accordance with the approved open storage details.

Reason: In the interests of visual amenity.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
24/11/2025	22520-UMC-K135-SI-DR-A-0704	REV P04	CYCLE STORAGE DETAILS UNIT K135
23/07/2025	22520-UMC-K072-SI-DR-A-0704	REV P03	CYCLE STORAGE DETAILS UNIT K72
30/07/2025	22520-UMC-K072-EL-DR-A-1301	REV P02	UNIT K72 BUILDING ELEVATIONS
19/06/2025	22520-UMC-K072-ZZ-DR-A-1101	REV P01	UNIT K72 BUILDING SECTION
19/06/2025	22520-UMC-K072-ZZ-DR-A-1002	REV P01	UNIT K072 OFFICE LAYOUT
23/07/2025	22520-UMC-K072-SI-DR-A-0703	REV P02	ANCILLARY BUILDING DETAILS UNIT K72
24/07/2025	22520-UMC-K072-RF-DR-A-1003	REV P03	UNIT K72 ROOF LAYOUT
19/06/2025	22520-UMC-K072-00-DR-A-1001	REV P01	UNIT K72 BUILDING LAYOUT
07/08/2025	25078-MBA-K72-ZZ-M3-EN-1700; 25078-MBA-K135-ZZ-M3-EN-1700	P1	Energy and Sustainability Strategy undertaken by MBA
24/11/2025	22520-UMC-K135-SI-DR-A-0702	REV P03	EXTERNAL FENCING AND PROTECTION UNIT K135
24/11/2025	22520-UMC-K135-SI-DR-A-0704	REV P04	CYCLE STORAGE DETAILS UNIT K135
22/12/2025	22520-UMC-ZZZZ-SI-DR-A-0702	REV P06	EXTERNAL FENCING AND PROTECTION SITE LAYOUT
24/11/2025	22520-UMC-K135-SI-DR-A-0703	REV P03	ANCILLARY BUILDING DETAILS UNIT K135

22/12/2025	XXX-BCA-ELS-00-DR-L-2465-25-08 S5	REV 04	LANDSCAPE CONCEPT PROPOSAL - B2 PARKING LAYOUT (ALSO INC E(G) (iii) USES)
22/12/2025	XXX-BCA-ELS-00-DR-L-2465-25-01 S5	REV 09	LANDSCAPE CONCEPT PROPOSAL (B8 USES)
22/12/2025	2465-25-RP02G	-	Soft Landscape Works Maintenance and Management Proposals - 10 years - dated 4.8.25
22/12/2025	22520-UMC-ZZZZ-SI-DR-A-0701	REV P08	EXTERNAL FINISHES
22/12/2025	2465-25-RP01G	-	Landscape Design Statement dated 4.8.25 (Note - this is applicable to the updated landscape concept drawings listed in this schedule)
20/08/2025	22520-HSP-00-XX-DR-C-2001	REV P03	Surfacing and Kerbing Layout
01/08/2025	P2	-	External Lighting Assessment Report
22/12/2025	22520-UMC-ZZZZ-SI-DR-A-0611	P08	PROPOSED SITE PLAN - ALTERNATIVE LAYOUT FOR B2 PARKING STANDARDS (ALSO INCLUDES E(G)(III) USES)
24/11/2025	22520-UMC-K135-SI-DR-A-0702	REV 03	EXTERNAL FENCING AND PROTECTION UNIT K135
23/07/2025	22520-UMC-K072-SI-DR-A-0702	REV P02	EXTERNAL FENCING AND PROTECTION
26/11/2025	XXX-BCA-ELS-XX-DR-L-2465-25-06-D2	REV 03	TREE PIT DETAIL - SINGLE STAKING TO HEAVY STANDARD TREES
26/11/2025	XXX-BCA-ELS-XX-DR-L-2465-25-05-D2	REV 03	TREE PIT DETAIL - DOUBLE STAKING TO EXTRA HEAVY STANDARD TREES
29/07/2025	-	-	BS5837 ARBORICULTURAL SURVEY, IMPACT ASSESSMENT AND TREE PROTECTION BY LOWTHER
24/07/2025	22520-UMC-ZZZZ-SI-DR-A-0503	REV P03	SITE LOCATION PLAN
27/02/2025	22520-HSP-00-DR-C-2000	REV P08	GENERAL ARRANGEMENT
22/12/2025	22520-UMC-ZZZZ-SI-DR-A-0601	REV P13	PROPOSED SITE PLAN (PARKING LAYOUT FOR B8 USES)
09/07/2025	22520-UMC-ZZZZ-SI-DR-A-0602	REV P01	PROPOSED DEMOLITION PLAN
30/07/2025	22520-UMC-	REV	UNIT K135 - BUILDING

	K135-EL-DR-A-1301	P02	ELEVATIONS
30/07/2025	22520-UMC-K135-00-DR-A-1001	REV P03	UNIT K135 BUILDING LAYOUT
26/06/2025	22520-UMC-K135-ZZ-DR-A-1002	REV P02	UNIT K135 OFFICE LAYOUT
24/07/2025	22520-UMC-K135-RF-DR-A-1003	REV P03	UNIT K135 ROOF LAYOUT
26/11/2025	XXX-BCA-ELS-XX-DR-L-2465-25-04-D2	REV P03	TYPICAL TREE PIT CONSTRUCTION WITHIN SOFT LANDSCAPE

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:-

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 (Clare Appleyard on 0151 443 2848)

ARTICLE 35 STATEMENT

NOTE FOR APPLICANT:

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

- 1) This planning permission is granted in strict accordance with the approved plans. It should be noted however that:
 - a) Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.
 - b) You or your agent or any other person responsible for implementing this permission should inform Planning Services immediately of any proposed variation from the approved plans and ask to be advised as to the best method to resolve the matter. Most proposals for variation to the approved plans will require the submission of a new planning application.
- 2) This permission is granted subject to conditions and it is the owner of the property and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.
- 3) If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development this is called a "condition precedent". The following should be noted with regards to conditions precedent.

- a) If a condition precedent is not complied with prior to the start of development, the whole of the development will be unauthorised and you may be liable to enforcement action.
- b) In addition, if the requirements of a condition precedent are subsequently not complied with, the development is unauthorised and the only way to rectify the development is the submission of a new application.

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

1 BIODIVERSITY NET GAIN (BNG) APPLICATION SUBJECT TO GAIN CONDITION:

The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 is that planning permission granted for the development of land in England is deemed to have been granted subject to the condition "(the biodiversity gain condition)" that development may not begin unless:

- (a) a Biodiversity Gain Plan has been submitted to the planning authority, and
- (b) the planning authority has approved the plan.

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply. These are listed in the appendix to this notice.

Based on the information available, this permission is considered to be one which will require the approval of a biodiversity gain plan before development is begun because none of the statutory exemptions or transitional arrangements are considered to apply. The planning authority, for the purposes of determining whether to approve a Biodiversity Gain Plan would be Knowsley Metropolitan Borough Council.

BNG Appendix

Statutory exemptions and transitional arrangements in respect of the biodiversity gain condition.

1. The application for planning permission was made before 12 February 2024.
2. The planning permission relates to development to which section 73A of the Town and Country Planning Act 1990 (planning permission for development already carried out) applies.
3. The planning permission was granted on an application made under section 73 of the Town and Country Planning Act 1990; and
 - (i) the original planning permission to which the section 73 planning permission relates* was granted before 12 February 2024; or
 - (ii) the application for the original planning permission* to which the section 73 planning permission relates was made before 12 February 2024.
4. The permission which has been granted is for development which is exempt being:
 - 4.1 Development which is not 'major development' (within the meaning of article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015) where:
 - i) the application for planning permission was made before 2 April 2024;
 - ii) planning permission is granted which has effect before 2 April 2024; or
 - iii) planning permission is granted on an application made under section 73 of the Town and Country Planning Act 1990 where the original permission to which the section 73 permission relates* was exempt by virtue of (i) or (ii).

4.2 Development below the de minimis threshold, meaning development which:

- i) does not impact an onsite priority habitat (a habitat specified in a list published under section 41 of the Natural Environment and Rural Communities Act 2006); and
- ii) impacts less than 25 square metres of onsite habitat that has biodiversity value greater than zero and less than 5 metres in length of onsite linear habitat (as defined in the statutory metric).

4.3 Development which is subject of a householder application within the meaning of article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015. A "householder application" means an application for planning permission for development for an existing dwellinghouse, or development within the curtilage of such a dwellinghouse for any purpose incidental to the enjoyment of the dwellinghouse which is not an application for change of use or an application to change the number of dwellings in a building.

4.4 Development of a biodiversity gain site, meaning development which is undertaken solely or mainly for the purpose of fulfilling, in whole or in part, the Biodiversity Gain Planning condition which applies in relation to another development, (no account is to be taken of any facility for the public to access or to use the site for educational or recreational purposes, if that access or use is permitted without the payment of a fee).

4.5 Self and Custom Build Development, meaning development which:

- i) consists of no more than 9 dwellings;
- ii) is carried out on a site which has an area no larger than 0.5 hectares; and
- iii) consists exclusively of dwellings which are self-build or custom housebuilding (as defined in section 1(A1) of the Self-build and Custom Housebuilding Act 2015).

4.5 Development forming part of, or ancillary to, the high speed railway transport network (High Speed 2) comprising connections between all or any of the places or parts of the transport network specified in section 1(2) of the High Speed Rail (Preparation) Act 2013.

* "original planning permission means the permission to which the section 73 planning permission relates" means a planning permission which is the first in a sequence of two or more planning permissions, where the second and any subsequent planning permissions are section 73 planning permissions.

NOTE: The HMMP submitted to discharge condition 17 and the Landscape Plans submitted with conditions 12 and 16 shall be provided alongside the Gain Plan to discharge the Biodiversity Gain Plan condition.

2 HIGHWAYS INFORMATIVES

Works within the Highway

Any works within the publicly adopted highway require separate consent under the Highways Act 1980. This includes any works associated with access construction, drainage connections, street lighting, signage, lining or other modifications. Consent must be obtained prior to commencement. Early engagement with the Highway Authority is strongly recommended to avoid delays.

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

Section 278 / 38 Agreements

Approval of this planning application does not grant consent for works under Sections 38 or 278 of the Highways Act. A technical submission will be required, followed by a legal agreement. The developer is responsible for all design, inspection, legal and administration

costs associated with the agreement. The extent of any locally required resurfacing or tie-in works will be established through the Section 278 technical approval process.

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

Traffic Regulation Orders (TROs)

The implementation of waiting restrictions or other Traffic Regulation Orders is subject to a separate statutory process. TROs cannot be guaranteed and may be subject to objection. The developer must submit an indicative plan showing extents and signage/lining requirements, fund the full cost of the TRO via Section 106, and formally request that the Highway Authority commence the TRO process. The Highway Authority will determine the timing and progression of the TRO.

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

Travel Plan Monitoring Fee

A Travel Plan Monitoring Fee is payable to cover the Council's costs associated with annual monitoring and review. This will be secured via the Section 106 Agreement.

Streetworks Permits and Coordination

All works affecting or adjoining the public highway—including utilities connections, excavations, or temporary traffic management—must be coordinated with the Council's Streetworks (NRSWA) Team. The developer must obtain all necessary permits and approvals to ensure highway safety and avoid clashes with planned maintenance or utility programmes.

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

Highway Condition Survey

A pre commencement and post completion highway condition survey of Alchemy Way (from the site access to the A580) will be required. Any deterioration attributable to construction traffic must be repaired by the developer at their cost. This includes carriageway, footways, verges, drainage features, ironwork, markings, and signage.

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

Site Cleanliness and Highway Protection

The developer is reminded of their obligations under Sections 131, 148 and 149 of the Highways Act 1980. It is an offence to deposit mud, debris, materials, or other substances on the highway, or to damage the road surface. Adequate wheel washing, containment and housekeeping measures must be in place throughout construction. The Council reserves the right to recover costs for cleansing or repairs.

Future Eastern Access

The indicative eastern access corridor shown on the submitted information does not form part of this permission. Any future connection to the adjoining site will require a separate planning application, transport assessment, and full technical review under the Highways Act. Nothing in this decision obligates the Highway Authority to adopt any additional highway or to approve any future access arrangement.

Street Lighting, Traffic Signs and Traffic Signals Maintenance

Any new street lighting, traffic signals, or traffic signs required as part of works on the existing public highway or any highway proposed for adoption will be subject to commuted sums to cover long-term maintenance as part of the Council's Street Lighting and Signing PFI contract. All such infrastructure must be agreed in advance with the relevant PFI service provider and approved in writing by the Highway Authority.

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

- 3 TREE PLANTING - The '450mm depth free draining subsoil' layer within the tree pit details, best referred to as 'Tree backfilling material', should consist of previously prepared mixture of free draining topsoil and an Ameliorant / Conditioner, such as a peat free compost at 7 Ltrs / pit and a UK origin mycorrhizal fungi including bio-additives, where the Mycorrhizal fungi component contains spores, mycelium, dried plant root containing mycelium and attapulgate clay, colonised by mycelium. The product should not contain fertilisers and the additives should be proven to enhance mycorrhizal colonisation.

- 4 For the reasons of maintaining safety standards, the following SPEN informative is relevant to this development:
The development hereby permitted shall respect the clearance distances to the existing overhead line conductors as set out in Technical Specification 43-8 Issue 5 2019 Overhead Line Clearances and construction of the development shall adhere to standards for working around overhead lines as set out in: <https://www.hse.gov.uk/pubns/gs6.pdf>

- 5 In order for the drainage conditions to be discharged, the following points should be considered in the preparation of the surface water drainage strategy and detailed design:

Knowsley Council Lead Local Flood Authority (LLFA) adheres to standards of the recently published SUDS Manual (June 2025) where water quality, amenity, biodiversity, climate resilience and whole-lifecycle governance into the core design framework are emphasised. In terms of the surface water discharge hierarchy, although it is acceptable to use the public sewer systems as the main surface water discharge destination, the feasibility of rainwater harvesting as the top priority of the hierarchy should be assessed as part of the drainage design.

In line with the new version of the SUDS Manual (2025) a SUDS aims to minimise the impacts from a proposed development on water quantity and quality and maximise amenity and biodiversity. In designing an appropriate set of SUDS techniques for a development site, the LLFA expects source control features being integrated with green/blue corridors and above ground green attenuation storage features to be prioritised to promote water quality, amenity and biodiversity. In the current design, we advocate the proposal of permeable areas as source control SUDS features whereas no green/blue corridors have been considered, despite potential spaces for linear green/blue features on site. Consideration of green/blue corridors will have a positive impact on the reduction of attenuation storage required at the outlet (as well as attenuation storage underground) and take off the reliance of the site against flood risk from one single feature at the outlet, to a number of features across the site.

The maximum discharge rate from the development site is acceptable to be restricted to QBAR greenfield runoff rate for all rainfall events. Sticking to a QBAR greenfield runoff rate (10.8l/s) requires a fixed control feature at the outlet. Should the applicant apply a complex control device, then variable discharge rates can be explored considering the sufficient capacity in the receiving public sewers system.

Should the surface water discharge to the public sewers system be retained in the final design, the adopted discharge rate and connection point should also be agreed with United Utilities.

Consideration of climate change impact on rainfall intensity as 45% is acceptable.

The LLFA do not expect that an additional allowance for urban creep for industrial sites should be considered.

The 1 in 100 years rainfall event including 45% for the impact of climate change as the design criteria is acceptable.

The LLFA advocates the application of the FEH method for estimation of the attenuation storage required on site.

SUDS mitigation indices for discharges to surface water have been presented while similar indices for discharges to ground water were not provided (26.4 of the SUDS Manual).

A detailed Drainage Scheme Plan, complying with the above comments, should show the layout of the proposed drainage network, post development impermeable area, SUDS features, the location of the attenuation storage within the proposed development and how these relate to the submitted calculations, including any chamber, pipe numbers, direction of flow, invert and cover levels, gradients, diameters and dimensions. The methods of flow control must be detailed as should non-conventional elements such as ponds and permeable paving.

Technical and design details of all SUDS features, hydraulic devices and outfalls and attenuation storage (including longitudinal and cross sectional profiles) shall be required.

The mechanism for securing long term maintenance will need to be considered and agreed between the applicant and the Local Planning Authority. This may involve discussions with those adopting and/or maintaining the proposed systems, which could include the Highway Authority, LPA, Parish Councils, Water Companies and private management companies.

Evidence that exceedance flows and runoff in excess of design criteria shall be considered - calculations and plans shall be provided to show where above ground flooding might occur and where this would pool and flow. Where there is possibility of water ponding, the maximum extent and depth of flooded water shall be required to ensure that there would be sufficient resilience flood mitigation measures in place. If the design criterion is an event with the 1 in 100 years likelihood including 45% as the impact of climate change, then exceedance flows and runoff in excess of such an event must be considered.

A management and maintenance plan for the proposed drainage system, arrangements for adoption and means of access for inspection and maintenance purposes shall be considered.

- 6 The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating with the applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
- 7 The applicant's attention is drawn to comments received from UU, LLFA, Merseyside Fire and Rescue and the Local Highways Authority. Note there is a Gas pipeline within the site/site vicinity and engagement with the operator of the gas pipeline should be undertaken.



Executive Director - Regeneration and Economic Development

Date: 3 March 2026

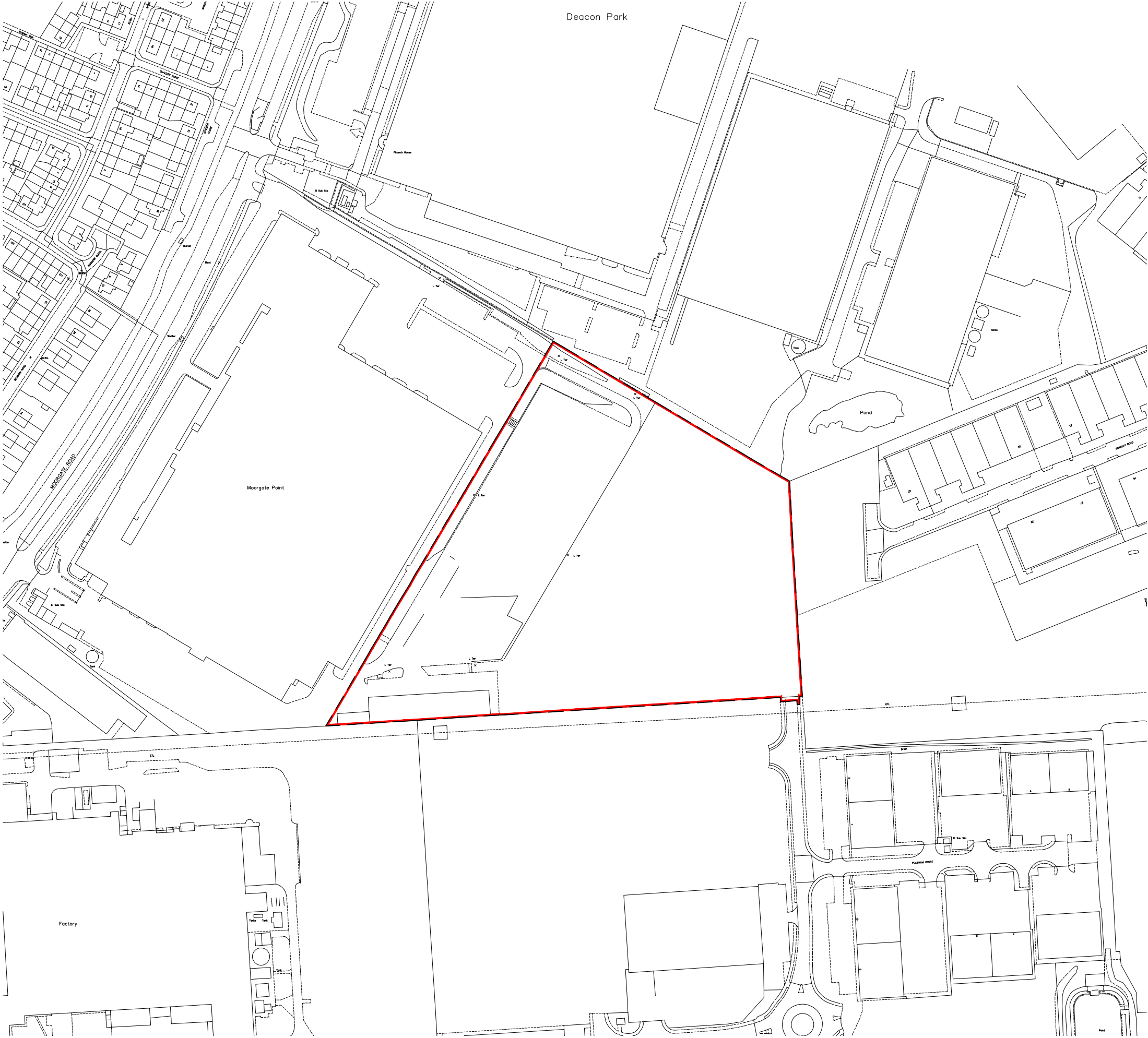
IMPORTANT NOTES FOR YOUR ATTENTION:

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



Application Boundary
11.19 acres (4.53 Ha)

General Notes

- This document is to be used for the stated purpose only and should not be used for any other.
- Dimensions are all in millimetres, unless stated otherwise.
- It is the recipients responsibility to print this document to the correct size & scale.
- All relevant drawings and specifications should be read in conjunction with this document.
- Scaling of this document is not recommended.

North



Document Scale(s)



Project Name

Indurent Park, Moorgate Point, Knowsley

Employer		Project Address		
Indurent		Moorgate Point Liverpool L33 7XW		
RIBA Workstage		Suitability		
3 - Spatial Coordination		S2 - Information		
Drawn	Checked	Created	Size	
LBR	TDA	10.07.2025	A3	
UMC Project Reference		Scale	LOD	LOI
22520		1:2500	1	1

Document Title

Site Location Plan

Document Reference

22520 - UMC - ZZZZ - SI - DR - A - 0503

Revision Note

Scale and paper size amended

Issue Date	Status	Current Revision
24.07.2025	Planning	P03

ANNEX 3 – Approved Social Value Strategy

Knowsley Borough Council

Social Value Strategy

Developer Name: Indurent Management Limited

Planning Ref: 25/00024/PREAPP

Fusion21 Ref: 18893





Introduction

It is a planning condition that Indurent Management Limited submit a Social Value Strategy for the development at Land East Of Moorgate Point, Knowsley Business Park.

On approval of this strategy by Knowsley Borough Council (KMBC), it will form a compliance document and will be implemented by Indurent Management 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 ‘Knowsley: Adding Social Value to Development: Employment and Skills SPD’ was adopted by KMBC in September 2018. The SPD is driven by the Council’s aspiration to see additional benefits (known as social value) incorporated into its housing and other development opportunities.

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:

112 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 112 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.



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Fusion21 Ltd. Registered in England (No. 5090266)

EXECUTION

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

Authorised Signatory:

EXECUTED as a Deed)
(but not delivered until dated) by)
INDURENT PROPCO A3 LTD)
a company incorporated in Isle of Man,)
acting by:)

INDURENT PROPCO A3 Ltd

.....

Signature in the name of the company

and

who, in accordance with the laws of that territory, are acting under the authority of the company

.....

Signature of Authorised Signatory

Signed as a Deed by

.....

(print name)

as attorney for **CBRE LOAN SERVICES LIMITED**

.....

(signature)

as attorney for **CBRE LOAN SERVICES LIMITED**

in the presence of

Signature of Witness

.....

Witness (PRINT NAME)

.....

Address:

.....

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