

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

Relating to an application for
the erection of 34 no. Affordable Residential Dwellings and Associated Infrastructure
on land known as the Former Boundary Pub Site Pilch Lane Roby Knowsley L14 0JG
Planning Application 25/00344/FUL

Dated 2026

(1) Knowsley Metropolitan Borough Council
(2) Breck Homes 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) **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 MS720859 (as detailed in the First Schedule).
- 3 The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 4 The Council is minded to grant planning permission subject to the prior completion of this Deed.
- 5 The parties to this Deed agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Regulations 2010 (as amended).
- 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

- 1.1 "**Act**" means the Town and Country Planning Act 1990
- 1.2 "**Affordable Housing**" means the same as in Part 1 of the Second Schedule
- 1.3 "**Affordable Units**" means the same as in Part 1 of the Second Schedule
- 1.4 "**Application**" means the application for planning permission submitted to the Council for the Development and allocated reference number 25/00344/FUL
- 1.5 "**Commencement of Development**" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than

(for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **"Commence Development"** shall be construed accordingly

- 1.6 **"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
- 1.7 **"Development"** means erection of 34 no. Affordable Residential Dwellings and Associated Infrastructure
- 1.8 **"Dwelling"** means any unit of self-contained residential accommodation constructed on the Site pursuant to the Planning Permission.
- 1.9 **"Index"** means All Items Index of Retail Prices issued by the Office for National Statistics
- 1.10 **"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
- 1.11 **"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
- 1.12 **"Interest"** means interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time
- 1.13 **"Non-Section 106 Units"** means the same as in Part 1 of the Second Schedule
- 1.14 **"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)
- 1.15 **"Plan"** means the plan at Annex 2
- 1.16 **"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
- 1.17 **"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
- 1.18 **"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 7 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.
- 7.13 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8. WAIVER

No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9. CHANGE IN OWNERSHIP

The Owner agrees with the Council to give 14 days' written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

10. INDEXATION

Any sum referred to in the Schedules shall be Index Linked and where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose such sum shall also be Index Linked.

11. INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

12. VAT

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

13. DISPUTES

13.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Working Days after the conclusion of any hearing that takes place or twenty Working Days after he has received any file or written representation.

13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.

13.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

14 JURISDICTION

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

15 DELIVERY

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

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

FIRST SCHEDULE

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

Details of the Owner's Title

The land within title number MS720859 registered at HM Land Registry
The Boundary, Pilch Lane, Liverpool (L14 0JG)

Description of the Site

All that land known as the Former Boundary Pub Site Pilch Lane Roby Knowsley L14 0JG and shown edged red on the Plan at Annex 2.

SECOND SCHEDULE

Owner's Covenants to the Council

Affordable Housing

PART 1

Interpretation

In this Part 1 the following words and phrases shall have the 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 3.6 of the Second Schedule.

"Affordable Housing Provision" means ten per cent (10%) of the total number of Dwellings (four 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 1 of Part 2 of this Second Schedule of this Deed 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 Four 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.

"Charge" means any mortgagee or charge 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 charge 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 (iv) 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

"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:

AFFORDABLE HOUSING SCHEME

1. Prior to Commencement of Development to submit the Affordable Housing Scheme to the Council for approval in writing. Commencement of Development shall not take place until such time as the Affordable Housing Scheme has been approved in writing by the Council.
2. Thereafter to deliver the Affordable Units as part of the Development in accordance with the Planning Permission and the approved Affordable Housing Scheme.

CONSTRUCTION OF THE AFFORDABLE UNITS

- 2.1 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.
- 2.2 Construction of the Affordable Units shall be as follows –
 - 2.2.1 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

- 2.2.2 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.

DELIVERY MECHANISM

- 3.1 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.
- 3.2 To ensure full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Units.
- 3.3 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.
- 3.4 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 Part 1 of this Second Schedule of the Deed 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.
- 3.5 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.
- 3.6 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:
- 3.6.1 the design, construction and completion by the Owner of the Affordable Units to a Serviced Condition in accordance with the Planning Permission;
- 3.6.2 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;
- 3.6.3 a requirement that prior to the Occupation of the Affordable Units the Registered Provider shall enter into a Nominations Agreement with the Council;
- 3.6.4 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;
- 3.6.5 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.
- 3.7 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.

- 3.8 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.
- 3.9 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.

OCCUPATION

4. Subject to the provisions of paragraph 7:
- 4.1 From the date of practical completion of the Affordable Units they shall only be used as Affordable Housing; and
- 4.2 Not to cause or permit the Affordable Units to be Occupied other than as Affordable Housing; and
- 4.3 The Affordable Units shall be subject to the following nomination rights:
- 4.3.1 100% (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:
- 4.3.1.1 in the form specified by the Council; and
- 4.3.1.2 by no later than prior to first Occupation of the Affordable Units
- 4.3.2 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").
- 4.3.3 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.

REGISTERED PROVIDER

5. 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:
- 5.1 give notice immediately in writing to the Council of the cessation of accreditation or approval; and
- 5.2 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

- 5.3 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.

APPLICATION OF RECEIPTS

- 6.1 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 6.2.
- 6.2 In respect of any of the Affordable Units:
- 6.2.1 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;
- 6.2.2 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
- 6.2.3 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 6.2.2 as the Council may require to satisfy itself that monies are being used for the purposes of Affordable Housing.

EXCLUSIONS

- 7.1 The provisions of this Part 1 of the Second Schedule of this Deed shall not be binding on:
- 7.1.1 a Chargee exercising its power of sale PROVIDING THAT
- (i) 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
- (ii) 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
- 7.1.2 a Protected Tenant.

8. VOLUNTARY AFFORDABLE HOUSING

8.1 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:

8.1.1 the provisions of paragraphs 1 – 7 of this Part 1 of the Second Schedule of this Deed shall not apply to such Voluntary Affordable Housing; and

8.1.2 any reference to "Non-Section 106 Units" at paragraph 2.1 of this Part 1 of the Second Schedule of this Deed above shall include any Voluntary Affordable Housing Units.

10. REGISTERED PROVIDER'S INTEREST IN THE SITE

10.1 In the event that a Registered Provider acquires the freehold of the entire Site prior to the Implementation of the Planning Permission, the provisions of paragraphs 3.4, 3.5, 3.6 and 3.7 of this Part 1 of Schedule 2 shall not apply and the following shall apply instead:

10.2 The Owner covenants that:

10.2.1 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;

10.2.2 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

10.2.3 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.

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 3.4, 3.5, 3.6 and 3.7 of this Part 1 of the Second Schedule shall apply to that Owner.

OFF SITE PUBLIC OPEN SPACE CONTRIBUTION

PART 2

Interpretation

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

“Public Open Space Contribution” means the sum of £52,208.85 (Fifty Two Thousand Two Hundred and Eight Pounds and 85 Pence) comprising:

<i>Parks and Gardens – existing Court Hey Park Masterplan Delivery Project</i>	<i>£25,937.37 (Twenty Five Thousand Nine Hundred and Thirty Seven Pounds and Thirty Seven Pence)</i>
<i>Amenity Greenspace (existing) – Roby Fields Improvement Project</i>	<i>£4,052.61 (Four Thousand and Fifty Two Pounds and Sixty One Pence)</i>
<i>Children and Young People (New) - Court Hey Park Play Improvement Project</i>	<i>£3,492.06 (Three Thousand Four Hundred and Ninety Two Pounds and Six Pence)</i>
<i>Outdoor Sports (Existing) - Jubilee Park Sports Improvement Project</i>	<i>£18,726.81 (Eighteen Thousand Seven Hundred and Twenty Six Pounds and Eighty One Pence)</i>

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

The Owner covenants with the Council as follows:

- 1.1
- Prior to the Commencement of Development the Owner shall pay the Public Open Space Contribution to the Council and shall not Commence Development until the Public Open Space Contribution has been paid.

SOCIAL VALUE STRATEGY

PART 3

Interpretation

1. In this Part 3 the following words and phrases shall have the meanings:
 - 1.1 **“Social Value Strategy”** means a strategy for providing training programmes and delivering social value during construction and end use phases of the Development as required and described in the SPD and which has been
 - 1.1.1 submitted by the Owner in support of the Application;
 - 1.1.2 approved by the Council as part of the Planning Permission; and
 - 1.1.3 a copy of which is at Annex 3 to this Deed.
 - 1.2 **“Social Value Contribution”** means the sum of £3,500 (Three Thousand Five 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 approved Social Value Strategy. Social Value activity may include but shall not be limited to the provision of apprenticeships, local employment and trainee placements.
 - 1.3 **“SPD”** means the Council’s adopted SPD “Adding Social Value to Development: Employment and Skills” September 2018
2. The Owner covenants to pay the Social Value Contribution to the Council prior to Commencement of Development.
3. The Owner covenants not to Commence Development until the Social Value Contribution has been paid to the Council.
4. The Owner covenants that from the Commencement of Development to implement the approved Social Value Strategy.

MONITORING CONTRIBUTION

PART 4

Interpretation

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

“Monitoring Contribution” means the sum of £3,750 (three 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.

1. The Owner covenants to pay the Monitoring Contribution to the Council prior to Commencement of Development.
2. The Owner covenants not to Commence Development until the Monitoring Contribution has been paid to the Council.

THIRD SCHEDULE

Council's Covenants to the Owner

The Council hereby covenants with the Owner:

- 1 to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree
- 2 that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if such sum has been Committed to be spent by the Council) within 15 (fifteen) years of the date of receipt by the Council of the payment such payments to be paid together with interest at Barclay's Bank PLC base rate from time to time for the period from the date of payment to the date of refund
- 3 that it will provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed

ANNEX 1 The Draft Planning Permission



Knowsley Council

**REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT**

TOWN AND COUNTRY PLANNING ACT 1990

This application is subject to a Section 106 Agreement and needs to be read in conjunction with that Agreement.

PLANNING PERMISSION

Application No: 25/00344/FUL

Name and address of applicant

Breck Homes
C/o The Agent

Name and address of agent

Mosaic Town Planning
301 Tea Factory
Fleet Street
Liverpool
L1 4DQ

Date of Receipt: 2 June 2025

Date Valid: 23 June 2025

Address/Location Of Development:

Former Boundary Pub Site
Pilch Lane
Roby
Knowsley
L14 0JG

Description of Development:

**ERECTION OF 34 NO. AFFORDABLE RESIDENTIAL DWELLINGS AND
ASSOCIATED INFRASTRUCTURE**

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

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

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

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

Reason: For the avoidance of doubt.

3. Notwithstanding the landscaping scheme submitted prior to the first occupation of the development hereby permitted an amended landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority.

The scheme shall include details of all hard surfacing and soft landscaping works and a landscape and ecological management plan.

The approved landscaping works shall be implemented and completed prior to the occupation of the dwelling to which it relates unless otherwise agreed in writing by the Local Planning Authority.

Any trees or shrubs planted or retained in accordance with this condition 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.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and to comply with Saved Policy H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006, Policy CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

4. The development hereby permitted shall be carried out in accordance with the Construction Method Statement - January 2026 (received 30.01.2026), Pilch Lane - Site Welfare Plan Rev A ((received 05.12.2025) , Environmental, Dust & Surface Water Management Plan Ref V1 (received 05.12.2025) & E mail from Leon Armstrong, Mosaic Town Planning dated 5th December 2025

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with the National Planning Policy Framework; Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016; Policy WM9 of the Merseyside and Halton Joint Waste Local Plan 2013 and saved Policies H5 and ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

5. No dwelling shall be occupied until a scheme for the provision of covered and secure space/s for cycles has been submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt this is not a space within the residential property. For a one bedroomed dwelling one secure and covered space shall be provided, for two and three bedroomed dwellings there shall be two secure and covered cycle spaces. The approved cycle storage shall be implemented prior to first occupation and retained thereafter for its intended use.

Reason: To ensure that adequate provision is made for parking cycles securely and to comply with Policy CS7 of the Knowsley Local Plan Core Strategy, adopted January 2016

6. Prior to the commencement of any above ground works details of the proposed site access, including geometry, levels, drainage, construction specification and visibility splays, shall be submitted to and approved in writing by the Local Planning Authority.

The approved access shall be constructed in accordance with the approved details and the following phasing:

- the access shall be constructed to base course level prior to the commencement of any construction above ground level; and
- the access shall be completed to final surface course and made fully operational prior to the occupation of the final dwelling. The access shall thereafter be retained and maintained as approved.

Reason: To ensure that safe and suitable access is provided for construction traffic and future residents, and to protect the safety and operation of the existing highway network. This is in accordance with Knowsley's Local Plan Core Strategy Policy CS7 and NPPF paragraph 110.

7. Prior to the commencement of any above ground works a scheme for the design and construction of highway improvement works has been submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt, the works shall include:
- i. The installation of the priority junction at the site access with Pilch Lane with dropped kerbs and tactile paving installed to both sides of the junction and to the priority junction of Mayfair Avenue with Pilch Lane to both sides.
 - ii. Resurfacing of the Pilch Lane footway contiguous with/along the development site frontage to provide a continuous palette of material.
 - iii. The provision of accessible kerbs to both inbound and outbound bus stops on Pilch Lane that are closest to the development
 - iv. The provision of a traffic regulation order which provides junction protection in the form of No Waiting At Any Time, (double yellow lines) to the proposed site access junction to ensure that the visibility onto Pilch Lane is maintained and the junction is not obstructed with parked vehicles.
 - v. Replacement/upgrade of street lighting necessary as part of the detailed design.
 - vi. Drainage works necessary to facilitate the above highway works.

The approved scheme shall subsequently be implemented prior to first occupation of the development hereby permitted.

Reason: To ensure that the sufficient measures are taken such that the highway network can accommodate the development and that the traffic generated does not exacerbate unsatisfactory highway or transportation conditions. This is in accordance with Knowsley's Local Plan Core Strategy Policy CS7 and NPPF paragraph 110.

8. Development shall not commence until a detailed SUDS based drainage scheme based on the principles of the SUDS Manual (C753 - dated June 2025) and the criteria as set out within Knowsley Strategic Flood Risk Assessment (SFRA, Level 2), has been submitted and approved in writing by the Local Planning Authority. The drainage schemes must include:

- i. An investigation of the hierarchy of drainage options in the National Standards for Sustainable Drainage Systems (or any subsequent amendment thereof). This investigation shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water;
- ii. A restricted rate of discharge of surface water agreed with the local planning authority (if it is agreed that infiltration is discounted by the investigations);

- iii. Levels of the proposed drainage systems including proposed ground and finished floor levels in AOD;
- iv. Incorporate mitigation measures to manage the risk of sewer surcharge where applicable; and
- v. Foul and surface water shall drain on separate systems.

The agreed scheme shall be implemented prior to the first occupation of the development and retained thereafter for the lifetime of the development.

Reason: To prevent increased risk of flooding by ensuring the satisfactory storage of / disposal of surface water from the site and to comply with saved Policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy, adopted January 2016.

9. 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 resident's management company.
- ii. Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime.
- iii. Details for planned maintenance and a mechanism for remedial and urgent repair works.
- iv. Means of access for inspection and maintenance purposes.
- v. The plan shall be implemented in accordance with the timeframes contained within it.

The plan shall be implemented and completed in accordance with the agreed timescales contained within it.

Reason: To ensure effectiveness of the flood risk measures during the lifetime of the development policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy (January 2016).

10. Prior to the first occupation of the development hereby permitted a leaflet informing residents of the importance of European sites and responsible user code and the location of Suitable Alternative Natural Greenspace (SANG) shall be submitted to and approved in writing by the Local Planning Authority. The approved leaflet shall be included in the sales packs for all the dwellings in the application site.

Reason: To ensure compliance with the Habitat Regulation Assessment and to reduce recreational pressure on the European and nationally designated sites.

11. The bat roosting boxes and bird nesting boxes shall be implemented in accordance with drawing P06 REV E prior to the 1st occupation of the development.

Reason: Reason: In the interests of biodiversity conservation and to comply with Policy CS8 of the Knowsley Local Plan Core Strategy, adopted January 2016.

12. Prior to the occupation of any dwelling served off a private drive a lighting scheme for private drives shall be submitted to and approved in writing by the Local Planning Authority.

For the avoidance of doubt, the scheme shall include drawings of the lighting and lighting columns, a site layout indicating positions of the lighting, isolux and luminosity details and manufactures specifications.

No dwelling on the site shall be occupied until the lighting has been installed in accordance with the approved scheme.

Reason: In the interests of residential amenity, security and ecology and to comply with the National Planning Policy Framework; Policies CS2, CS8 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and save Policy H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

13. Prior to the commencement of any above ground works a scheme for the protection of the dwellings from noise from Pilch Lane shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be based on the findings of an approved noise survey. All works which form part of the scheme shall be completed before any of the relevant dwellings are occupied and retained at all times thereafter.

The scheme shall ensure noise exposure within living rooms and bedrooms and gardens does not exceed the relevant standards. Where windows are required to be kept closed to meet the indoor noise levels then an alternative means of ventilation shall be provided.

Reason: To safeguard local residents from noise and disturbance, and to comply with saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

14. The reasonable avoidance measures detailed within section 4.2.5 of the preliminary ecology assessment shall be implemented in full at all times during the course of the development.

Reason: To ensure adequate protection is given to water vole which are a priority species and to ensure compliance with Policy CS8 in the Knowsley Local Plan Core Strategy (2016).

15. Prior to their installation full details of the precise location, appearance and specification of the air source heat pumps shall be submitted to and approved in writing by the Local Planning Authority. The air source heat pumps shall be 5db below the background noise level, and the sound pressure level needs to be below 42dB, 1m from each site boundary, with vibration mitigation measures in place. The air source heat pumps shall be installed in accordance with the approved details.

Reason: In the interests of visual and residential amenity and to ensure compliance with Knowsley Local Plan policies CS19 and CS22.

16. A. Risk Assessment

No development shall take place until an assessment of the risks posed by any contamination has been submitted to and approved in writing by the Local Planning Authority. This assessment must be undertaken by a suitably qualified contaminated land practitioner, in accordance with authoritative guidance (CLR 11), and shall assess any contamination on the site, whether or not it originates on the site.

Moreover, it must include (where relevant):

- i. a survey of the extent, scale and nature of contamination.
- ii. an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and
 - service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments.

B. Submission of Remediation Scheme

Where land affected by contamination is found which poses unacceptable risks, no development shall take place until a detailed remediation scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme must include an appraisal of remediation options, identification of the preferred option(s), the proposed remediation objectives and remediation criteria, and a description and programme of the works to be undertaken including the verification plan. As a minimum, the scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to its intended use.

C. Implementation of Approved Remediation Scheme

The approved remediation scheme shall be implemented and a verification report submitted to and approved in writing by the Local Planning Authority, prior to the development (or relevant phase of development) being brought into use.

D. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported immediately to the Local Planning Authority. Development on the part of the site affected must be halted and a risk assessment carried out and submitted to and approved in writing by the Local Planning Authority. Where unacceptable risks are found remediation and verification schemes shall be submitted to and approved in writing by the Local Planning Authority. These shall be implemented prior to the development (or relevant phase of development) being brought into use.

E. Materials Management Plan

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

F. Importation of Soil/Material

No soil is to be imported to the site until it has been tested for contamination and assessed for its suitability for the proposed development; a suitable methodology for testing this material should be submitted to and agreed by the Local Planning Authority prior to the soils being imported onto site. The methodology should include

the sampling frequency, testing schedules, criteria against which the analytical results will be assessed (as determined by the risk assessment) and source material information. The analysis shall then be carried out and evidence submitted to and approved in writing to by the Local Planning Authority.

Reason: In the interests of safety, to prevent pollution of the water environment and to comply with Policy ENV5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

17. The development hereby permitted shall not commence until a biodiversity gain plan has been submitted to and approved in writing by the Local Planning Authority. The biodiversity gain plan must include:

- a) information about the steps taken or to be taken to minimise the adverse effect of the development on the biodiversity of the onsite habitat and any other habitat.
- b) the pre-development biodiversity value of the onsite habitat.
- c) the post-development biodiversity value of the onsite habitat.
- d) any registered offsite biodiversity gain allocated to the development and the biodiversity and the biodiversity value of that gain in relation to the development.
- e) any biodiversity credits purchased for the development; and
- f) any such other matters as the Secretary of State may by regulations specify.

The biodiversity gain plan approved shall be implemented prior to the permitted development coming into use.

Reason: To comply with paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 and Policies CS2, CS8, CS19 and CS21 of the Knowsley Local Plan Core Strategy adopted January 2016.

18. Prior to the first occupation of the development hereby approved, a Communal and Visitor Parking Management Plan or Statement shall be submitted to and approved in writing by the Local Planning Authority. The Plan shall include:

- The location and extent of all visitor and communal parking spaces.
- Confirmation of ownership and long-term responsibility for maintenance and management.
- Details of whether the spaces are intended to remain private or be offered for adoption.
- Any proposed restrictions or controls on use, if applicable.

The approved Parking Management Plan or Statement shall be implemented prior to first occupation and retained thereafter unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that parking provision within the site operates effectively, is clearly managed, and does not result in indiscriminate or unsafe parking that could compromise highway safety or residential amenity, in accordance with the National Planning Policy Framework and Local Plan Policy CS7.

19. Prior to the first occupation of the development hereby permitted a scheme for the surfacing and the drainage of car parking spaces shall be submitted to and approved in writing by the Local Planning Authority. The parking spaces shall be constructed

in accordance with the approved scheme prior to the first occupation of the development.

Reason: In the interests of visual amenity and highway safety and to ensure compliance with Knowsley Local Plan Policies CS7 and CS19

20. The proposed hours of construction including deliveries to and from the site shall only take place between the hours of 08.00-18.00 Monday to Friday and 08.00 - 13.00 on Saturdays. No work should be carried out on Sundays or officially recognised public holidays without the prior agreement in writing of the Local Planning Authority.

Reason: To safeguard the amenities of nearby residents and to comply with Saved Policies S2 and H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

21. During the construction period there shall be no deliveries to/from the site before 10am and between the hours of 14.30 and 16.00 on Monday to Friday during Knowsley school term time.

Reason: To minimise any pedestrian/vehicular conflict during school dropping off and picking up times and to ensure compliance with Policy CS19 of the Knowsley Local Plan Core Strategy.

22. No part of the proposed development hereby permitted shall be commenced until details of the existing and proposed ground levels (including garden levels) have been submitted to and approved in writing by the Local Planning Authority. The submitted details shall include a number of sections across the site, which shall indicate existing and proposed ground levels, together with the floor levels of any proposed dwellings/buildings through which the sections run and shall extend beyond the site boundaries to include any surrounding adjacent properties. The development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with policy CS19 of the Knowsley Local Plan Core Strategy.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
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REASON(S) FOR THE GRANTING OF PLANNING PERMISSION

The decision to grant planning permission has also been taken having regard to the policies and proposals as set out below, and to all relevant material considerations including supplementary planning guidance:-

KNOWSLEY LOCAL PLAN: CORE STRATEGY

WM8 - Waste Prevention and Resource Management
CS2 - Development Principles
CS3 - Housing Supply, Delivery and Distribution
CS7 - Transport Networks
CS8 - Green Infrastructure
CS15 - Delivering Affordable Housing
CS17 - Housing Sizes and Design Standards

CS19 - Design Quality and Accessibility in New Development
CS21 - Greenspaces and Trees
CS22 - Sustainable and Low Carbon Development
CS24 - Managing Flood Risk
CS27 - Planning and Paying for New Infrastructure
**SAVED POLICIES - KNOWSLEY REPLACEMENT UNITARY DEVELOPMENT PLAN
(ADOPTED JUNE 2006)**
H5 - Development within Primarily Residential Areas
H7 - Provision. of Flats, Nursing and Residential Homes, Hostels, and Housing in Multiple Occupation (HMOS)
T8 - Transport Assessments
DQ2 - Security in the Built Environment
ENV2 - Noise and Vibration
ENV5 - Contaminated Land
National Planning Policy Framework
The Joint Merseyside and Halton Waste Local Plan 2013
WM9 - Sustainable Waste Management Design and Layout of New Development
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 (Mark Quinn on 0151 443 2223)

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.

Informative

1. The amended landscaping scheme pursuant to condition 3 should include the following: -

- The tree rooting zone needs to be 25m² per tree, this can be a combination of soft surface treatment (grass or planting) areas or extend under permeable surfaced areas. It would be far better to link these into the SuDS strategy so the underground systems can both support trees and help manage surface water, please provide details.
 - The trees to be planted along Pilch Lane are now proposed to be 30-35cm girth. These indeed will give an immediate visual impact. However, this size tree will require a lot of looking after and care in the first 3 years to ensure that these trees establish well. It is considered that a 20-25cm girth tree will be a better tree to manage and get established.
 - The Landscape proposal provides the only information on the management and maintenance of the site. Management and maintenance should be put in the form of a Landscape and Ecological Management Plan (LEMP) detailing the regime for the ongoing and longer-term maintenance of all landscape furniture and hard and soft landscape works required over the 30-year span of BNG. This should include how the development is going to care for the landscape features within the site including the bird and bat boxes and the hard infrastructure. To enable the contractor carrying out the work to understand what is required on a month-by-month basis it would set out :
 - a. What areas are in private ownership and what is under a maintenance contract?
 - b. Who is to be the responsible body for managing the maintenance?
 - c. Who is the contractor to carry out the works directed in the LEMP?
 - d. A maintenance schedule of what is to be carried out and when. Provide details on how the site is going to be managed and which areas of the site are covered within this site management and what the scope and frequency of operations are going to be used. It is expected this will be a live document as such will be used by the managing agent in employing the maintenance company and also by the contractor when regularly maintaining the site.
- The responsibilities of the private owner to ensure that the BNG of the site is kept should also be highlighted and advised to the owner.
- The drawing is still missing the note that the removal of tree stakes and ties needs to be done between 3-5 years (depending on root establishment) and also tie adjustment annually prior to removal.

2. Prior to the commencement of the development, a joint inspection between the applicant and the Council as Local Highway Authority of the condition of the existing footways/carriageways in the vicinity of the site that fall under Knowsley's ownership/control should be carried out. The applicant is advised to contact Highways Site Development, email: SiteDevelopment@knowsley.gov.uk to discuss the matter further.

3. It is an offence to carry out any works within the public highway without the permission of the Highway Authority. This grant of planning permission does not negate the need for the submission and approval of highway engineering details for inclusion in an agreement under s38 of the Highways Act 1980. If it is the developer's intention to offer any of the roadworks included in the proposals for adoption, a s38 agreement would be required. The applicant is advised to contact Highways Site Development, email: SiteDevelopment@knowsley.gov.uk to discuss the matter further.

4. The applicant is reminded that it is an offence to allow material carried from the site to be deposited on or cause damage to the highway, as a result of dirty wheels or badly loaded vehicles. Should this occur, the Council as Local Highway Authority will seek to recover any expenses incurred in clearing, cleaning or repairing highway surfaces and will prosecute offenders under Sections 131, 148 and 149 of the Highways Act 1980.
5. 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. The applicant is advised to contact Highways Network Management Team - Network.Management@knowsley.gov.uk
6. 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. The applicant is advised to contact the Highways Team - HighwaysEnquiries@knowsley.gov.uk
7. Pursuant to condition 8 for avoidance of doubt and in order to discharge the condition, the applicant should consider the following points in the preparation of surface water drainage strategy, detailed design drawings, calculations and supporting information:
 - Drainage design including SuDS. 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 will therefore be expecting surface water runoff to be managed close to source (Source control / property level control), only conveying downstream what cannot be managed at source. The LLFA expects an interconnected drainage design to include source control/ property level control (e.g. permeable pavement and raingardens), green/blue and open conveying systems / green corridors (e.g. green swales and ditches) and regional controls (e.g. attenuation basins). The development of drainage design should therefore be planned as early as possible before setting up the property layout in close collaboration with the landscape and biodiversity teams.
 - Evidence and justification (e.g. infiltration tests and groundwater levels) shall be required to demonstrate that in choosing drainage features for post development, the surface water drainage discharge hierarchy has appropriately been followed.
 - The maximum discharge rate from the development site would be expected to be reduced to greenfield runoff rate wherever possible. As a minimum, brownfield sites should reduce the discharge by 50%, from the existing site runoff OR from the original un-surcharged pipefull capacity of the existing system, whichever is the lowest, depending on sufficient capacity in the recipient feature(s). The maximum discharge rate is determined by the LLFA in collaboration with the UU where the surface water discharges to the UU systems.
 - An assessment of the off-site surface water flood risk which may affect the site before and after development will be required.
 - Should any part of the exiting drainage network is supposed to be utilized in post development situation, a full CCTV survey of the sections will be required to ensure they can adequately function in post development.
 - Meet United Utilities design requirements from response in June 2025. Should the surface water discharge connects to the UU assets, the UU agreement on connection point and discharge rate will be required.
 - Detailed Drainage Scheme Plan showing the layout of the proposed drainage network, post

development impermeable/permeable area, the location of 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 will be required. The methods of flow control must be detailed as should non-conventional elements such as pond and permeable paving.

- Sufficient information on the correct number of treatment stages in the surface water management train will also be required, for further information see the CIRIA SuDS Manual (C753).
- 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, Planning Authority, 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 o Drainage design including SuDS. 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 will therefore be expecting surface water runoff to be managed close to source (Source control / property level control), only conveying downstream what cannot be managed at source. The LLFA expects an interconnected drainage design to include source control/ property level control (e.g. permeable pavement and raingardens), green/blue and open conveying systems / green corridors (e.g. green swales and ditches) and regional controls (e.g. attenuation basins). The development of drainage design should therefore be planned as early as possible before setting up the property layout in close collaboration with the landscape and biodiversity teams.
- Evidence and justification (e.g. infiltration tests and groundwater levels) shall be required to demonstrate that in choosing drainage features for post development, the surface water drainage discharge hierarchy has appropriately been followed.
- The maximum discharge rate from the development site would be expected to be reduced to greenfield runoff rate wherever possible. As a minimum, brownfield sites should reduce the discharge by 50%, from the existing site runoff OR from the original un-surcharged pipefull capacity of the existing system, whichever is the lowest, depending on sufficient capacity in the recipient feature(s). The maximum discharge rate is determined by the LLFA in collaboration with the UU where the surface water discharges to the UU systems.
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- 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, Planning Authority, 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. This must demonstrate that the people and assets will be safe during an event in excess of design criteria (i.e. 1 in 100 plus 40% CC rainfall event).
 - An assessment of groundwater levels and its fluctuations will be required.
8. Breeding birds are protected under the general provision of Section 1 of the Wildlife and Countryside Act 1981 as amended. Whilst the nest is being built or is in use, the eggs, young and nest are protected against intentional and reckless taking, damage and destruction. No tree, scrub or hedgerow felling, management and/or cutting operations should take place during the period 1 March to 31 August inclusive to protect breeding birds.
9. See consultation response attached from Merseyside Fire and Rescue

Executive Director - Regeneration and Economic Development

Date: 17 February 2026

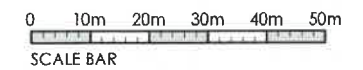
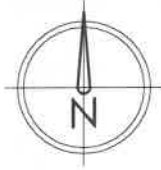
IMPORTANT NOTES FOR YOUR ATTENTION:

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



A	JUNE.25	SHW	SCALE BAR ADDED	
REV	DATE	DRAWN	DESCRIPTION	
TITLE:				
SITE LOCATION PLAN				
 Breck Homes 20 Sceptre Court Bamber Bridge Preston PR5 6AW 01253 587 010 www.breck.co.uk/homes hello@breck.co.uk				
PROJECT:				
PILCH LANE, LIVERPOOL				
DATE:	SCALE:	JOB REF:	DRAWING NUMBER:	REV:
APR.25	1:1250 @ A3	-	P08 Pilch Lane / Site Location Plan	A

ANNEX 3

The Approved Social Value Strategy



Social Value Plan and Strategy

Breck's approach to social value follows a structured plan integrated throughout each development phase:

1. **Pre-Development Phase:** Before starting any project, we conduct a thorough social value assessment by engaging with local organisations, schools, charities, and community leaders to understand the area's needs. We then use this feedback to shape our social value objectives, ensuring they are tailored to the specific challenges and priorities of each community. We have a dedicated in house Social Value Officer who co ordinates this.
2. **Construction Phase:** During construction, we set clear, measurable targets for creating local employment opportunities, apprenticeships, and training initiatives. We work closely with contractors and suppliers to ensure social value is a core consideration in procurement, prioritising local businesses. We also ensure equality and diversity are central to our recruitment processes, offering job and training opportunities to local residents. We track progress using KPIs and feedback mechanisms to ensure we meet our targets.
3. **Post-Completion Phase:** After completing a development, we continue to monitor the impact of our social value initiatives. We track the number of jobs created, apprenticeships completed, and the broader economic benefits to the local community, such as increased local spending. These outcomes are included in annual reports shared with stakeholders, ensuring transparency and accountability.

At Breck, delivering social value is essential to our approach to affordable housing and working with Registered Providers. By integrating social value into every stage of the development process, we ensure our projects make a meaningful and lasting impact on local communities. Our focus on local employment, apprenticeships, and community engagement has led to measurable benefits for the areas in which we work. We are committed to continuing our efforts to maximise social value, ensuring every development provides not only homes but also contributes to the long-term wellbeing of local communities. In order to ensure that social value is meaningful and focused, Breck Homes has a number of key priority themes, as outlined below:

- a) **Supporting sustainable employment and a strong local economy:** addressing unemployment / worklessness, facilitating the development of skills, and supporting the local business base.
- b) **Raising the living standards of our tenants:** working towards and paying the Living Wage, support to employees (including our supply chain), financial and digital inclusion, addressing health inequalities, and supporting customer sustainability.
- c) **Developing social capital:** encouraging customer participation and citizenship, and building the capacity of the voluntary and community sector (VCS) within our communities.
- d) **Protecting the environment:** reducing wastage, lowering the carbon footprint, supporting the development of green space and the public realm, and encouraging greater energy efficiency.

The outcomes outlined within this document will satisfy the requirement to deliver 76 social value weeks, as outlined in Fusion21's Social Value Forecast. During the construction phase the main contractor will collaborate with Fusion21 to monitor and report on outcomes, ensuring compliance with the planning condition upon project completion.

Breck Homes Social Value Theme	Outcomes: what we are trying to achieve	Link to Knowsley Social Value Framework	Examples of key measures / Commitments
Theme 1: Promoting sustainable employment and a strong local economy	Outcome 1: Helping tenants into jobs (both new and existing employment)	Economic	• Offer 100 weeks of accredited apprenticeships, targeted at Knowsley residents; • And sustained apprentices (continued employment for existing apprentices); • Work in partnership with Knowsley Works to target recruitment of long-term unemployed; • Commit to working towards 30% Local Labour within Knowsley area
	Outcome 2: Supporting residents in their pathway to work	Economic	• Host meaningful work experience placements for Knowsley residents; • Provide Employability support, including CV advice, mock interviews, careers guidance for young people via Knowsley Works; • Provide Employability support, including CV advice, mock interviews, career mentoring particularly for those groups who are marginalised from the labour market (e.g. ex-offenders and the over 50's). • Provide training and testing for 10 No. CSCS cards for Knowsley residents.
	Outcome 3: Supporting a vibrant local business base	Economic	• Working towards maximising spend in the local supply chain, targeting 40% – i.e. with businesses operating within Knowsley. • Our preferred partner will provide subcontract opportunities within the supply chain for local SMEs and social enterprises, offering help and support for <u>procurement processes</u>.
Theme 2: Raising the living standards of our tenants	Outcome 4: Ensuring residents in our neighbourhoods are well paid and supported by employers	Economic	• Breck Homes paying all staff the National Living Wage. • Our preferred partner and its supply chain working towards or paying all staff the Living Wage as set out by the Living Wage Foundation. • Creating / supporting move-on opportunities for people beyond the life of the contract, utilising the programme of sites from both Breck Homes and our preferred partner
	Outcome 5: Reducing poverty and health inequalities for our tenants	Social	• Commitment to work alongside organisations – such as charities – which aim to address the raising of living standards and health & wellbeing. • Support and / or coordinate social inclusion schemes (such as befriending/Loneliness) for vulnerable members of the community, particularly older people. •
Theme 3: Promoting and developing social capital	Outcome 6: Support the development of a resilient, effective, and joined up third sector	Social	• Provision of pro-bono support for VCS groups (could be through professional advice for example). • Supporting existing ongoing local VCS projects and / or fundraising activity. • Provide contract opportunities through the supply chain for local VCS providers.

	Outcome 7: Promote tenant participation and engagement in the community	Social	• Provide early and ongoing community consultation through meetings, surgeries, newsletters. • Breck Homes are committed to Considerate Constructors and will target a score of 35. • Breck Homes will engage with local primary and secondary schools, to raise awareness about Health & Safety on building sites, as well as promoting construction as a career. • Providing facilities for use by local VCS organisations which supports local engagement and participation. •
Theme 4: Protecting the environment	Outcome 8: Support a clean and protected physical environment, and contribute to climate change reduction	Environmental	• Ambitious targets will be set around carbon emissions and waste management through the course of the contract, managed through a Site Waste Management Plan. This has already been considered in the initial design. • Breck Homes will utilise their tried and tested policies which set out how waste will be minimised. • Commitment to promote behaviour change for households in improving their energy efficiency which will help reduce their levels of fuel poverty. • Work with schools and community groups to deliver litter picks with local children to improve their neighbourhood and learn about recycling. • In 2024 Breck Homes recycled almost 99% of all waste from all its development sites.

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

Authorised Signatory:

Executed as a Deed)
by BRECK HOMES LIMITED)

Signature: _____

by a director, in the presence of a witness:

Name (block capitals): _____

Witness Signature: _____

Witness Name (Block Capitals): _____

Witness Address: _____

Occupation: _____