

Dated

2026

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

Planning Act 1990

relating to Unit 2/3 and 4, Irlam Drive, Kirkby, Liverpool L32 8US

Planning Application Ref: 25/00627/FUL

(1) Knowsley Metropolitan Borough Council

(2) Lidl Great Britain Limited

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DATE

2026

PARTIES

- (1) **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings, Archway Road, Huyton, Knowsley, Merseyside, L36 9YU ("Council")
- (2) **LIDL GREAT BRITAIN LIMITED** (Company Registration Number 02816429) whose registered office is at 14 Kingston Road, Surbiton, KT5 9NU ("Developer")

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 Council is the freehold owner of the Site registered under title number MS542015 and is the leasehold owner of that part of the site registered under title number MS266462.
- 3 The Developer has the benefit of the Agreement for Lease whereby on satisfaction of conditions as specified in the Agreement for Lease including the grant of planning permission the Council will grant a lease to the Developer subject to and in accordance with the matter set out in the Agreement for Lease.
- 4 The Developer 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.
- 5 The Council is minded to grant planning permission subject to the prior completion of this Deed.
- 6 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 Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990
"After Acquired Interest"	means the Leasehold Estate or any interest in the Site currently in the ownership of a party other than the Developer (including for the avoidance of doubt the Council's freehold and leasehold interests in the Site) being an interest giving a power to sell

	convey or release any part of the Site which is thereby not presently the subject of the obligations set forth in this Deed
“Agreement for Lease”	means a conditional agreement for lease dated 12 November 2025 and made between the Council (as landlord) (1) and the Developer (as tenant) (2).
“Application”	the application for full planning permission submitted to the Council for the Development and allocated reference number 25/00627/FUL.
“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly.
“Committed”	any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies.
“Development”	Erection of two units for food and non-food retail use (use class E(a)) including roof top solar panels, servicing area and access, substations, plant compounds, rearrangement of existing car and bicycle parking, motorcycle parking, landscaping and associated works.
“Index”	All Items Index of Retail Prices issued by the Office for National Statistics

“Indexation Date”	means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed
“Index Linked”	means the contribution is to be adjusted by reference to the amount of any increase in the applicable 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 Developer is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose the date of application of such sum for the specified purpose) and “ Indexation ” shall be construed accordingly
“Interest”	interest at 3% (three per cent) above the base lending rate of Barclays Bank PLC from time to time.
“Lease”	a lease of the Site for a term of [] to be granted by the Council to the Developer pursuant to the Agreement for Lease.
“Leasehold Estate”	the legal estate to be created by the Lease registrable at the Land Registry by the Developer.
“Mortgagee”	a mortgagee to whom the Developer shall grant a legal charge over the Leasehold Estate (if any)
“Occupation” and “Occupied”	occupation for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction, fitting out or decoration or temporary occupation for marketing or display or in relation to security operations
“Post-acquisition Obligation”	an agreement made pursuant to section 106 of the Act binding the Leasehold Estate or other interest acquired in the Site on the terms of this Deed mutatis mutandis
“Plan”	the plan attached to this Deed labelled “Site Plan”
“Planning Permission”	the planning permission subject to conditions to be granted by the Council

pursuant to the Application as set out in the Fourth Schedule.

“Site”

the land against which this Deed may be enforced as shown edged red on the Plan and described in the First Schedule.

2 CONSTRUCTION OF THIS DEED

- 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 severally 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 title through or under that party and in the case of the Council the successors to its respective 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, 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 Developer 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 Developer in the manner hereinafter appearing.
- 3.3 To the extent that any of the covenants, restrictions and requirements contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto and /or facilitating the enforcement of the obligations contained herein against the Developer and with the intent of binding the Developer to observe and perform the obligations as contained in this Deed.

4 CONDITIONALITY

Save for this clause and clauses 1 – 3 and 7 – 15 which shall come into effect on the date hereof this Deed is conditional upon the grant of the Planning Permission.

5 THE DEVELOPER'S COVENANTS

- 5.1 The Developer covenants with the Council as set out in the Second Schedule.
- 5.2 The Developer covenants that with effect from the date upon which the Developer acquires an After Acquired Interest the terms of this Deed shall be binding upon and enforceable against the Developer in respect of the After Acquired Interest (and anyone acquiring an interest in the Site from them including a Mortgagee).
- 5.3 The Developer further covenants that it shall within 14 days following the acquisition of such After Acquired Interest give notice thereof to the Council and at the same time deliver a Post-acquisition Obligation as a deed supplemental to this Deed on terms mutatis mutandis to the provisions of this Deed in order to bind such After Acquired Interest by the terms of this Deed in a form approved by the Council whereupon this Deed shall cease to be enforceable having been superseded by the Post-acquisition Obligation accordingly save to the extent of any pre-existing breach of the obligations contained within this Deed.
- 5.4 The Developer covenants with the Council so as to bind its interest in the Site that no works pursuant to the Planning Permission will be carried out on the Site until the Developer has acquired the Leasehold Estate pursuant to the terms of the Agreement for Lease and that interest is bound by the terms of the Post-acquisition Obligation.
- 5.5 The Developer further covenants with the Council to enter into such further or supplemental deeds and documents and perform such acts as may be required to give full and proper effect to the terms of this Clause 5 the intention being that any person with a legal interest in the Site for the purposes of Section 106 is bound by its terms.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Developer as set out in the Third Schedule.

7 MISCELLANEOUS

- 7.1 The Developer 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 £500.00 in respect of the Council's initial fee for registering the obligations contained within 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 Developer 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.

- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect 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 Developer) 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 of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 The planning obligations in this Deed shall not be enforceable against:
- 7.9.1 any statutory undertaker or utility provider 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 against plant equipment conduits or structures located within the Site for its operational purposes; nor
- 7.9.2 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant, or as the owner of the sub-soil of any highway within the Site.
- 7.10 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.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.12 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.
- 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 Developer 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 the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Developer agrees with the Council to give the Council 14 days written notice of any disposals of the Site (or part thereof) 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 Site purchased or demised (as appropriate) by reference to a plan.

10 INDEXATION

Any sum referred to in the Second Schedule shall be Index Linked and where the Developer 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 actual 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 DISPUTE PROVISIONS

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 part 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-eight working days after the conclusion of any hearing that takes place or twenty-eight 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 non-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 Council's title and description of the Site

Details of the Title

The freehold property being land on the north side of Cherryfield Drive, Kirkby and comprised in title number MS542015.

The Leasehold property being land and buildings to the South of Hall Lane, Kirkby and comprised in title number MS266462.

Description of the Site

All that land known as Unit 2/3 and 4, Irlam Drive, Kirkby, Liverpool L32 8US (and described in the application as Car Park Off Telegraph Way Kirkby Town Centre Knowsley) shown edged red on the attached Plan.

SECOND SCHEDULE

Covenants with the Council

PART 1

Social Value

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

- 1.1 **“Social Value Strategy”** means a strategy for providing training programmes and delivering social value during construction and end use phases of the Development as required and described in the SPD and a draft of which has been submitted by the Developer in support of the Application. The Social Value Strategy seeks to maximise opportunities for residents of Knowsley through:
 - 1.1.1 The creation of job opportunities;
 - 1.1.2 The provision of skills training;
 - 1.1.3 The means for advertising all vacancies (including subcontractor organisation vacancies) both which arise during the construction and the end use;
 - 1.1.4 Identifying appropriate training courses and assisting applicants for employment who are not currently qualified for a particular vacancy to obtain the necessary training and qualifications;
 - 1.1.5 The means of recruitment of local staff through Knowsley Works, Job Centre Plus and other professional recruitment partners; and
 - 1.1.6 The means of ensuring and promoting equal opportunities as part of the employment process.
- 1.2 **“Social Value Contribution”** means the sum of £3,386 (three thousand three hundred and eighty six pounds) to be used by the Council's approved partner organisation to support and monitor the provision of social value activity relevant to the Development in accordance with the approved Social Value Strategy.
- 1.3 **“SPD”** means the Council's adopted SPD “Adding Social Value to Development: Employment and Skills” September 2018

The Developer covenants with the Council as follows –

- 1. Prior to the Commencement of Development the Developer shall pay the Social Value Contribution to the Council and the Developer shall not Commence the Development until the Social Value Contribution has been paid to the Council
- 2. Prior to the Commencement of Development the Developer shall submit to and obtain the Council's approval to a Social Value Strategy covering the period from the

approval of the Social Value Strategy up to and including the end use of the Development which will seek to maximise the employment and training opportunities arising in the course of the construction of the Development and the completed Development for the benefit of the residents of Knowsley and the surrounding areas which may include

- 2.1 provision of on-site training and work experience, which may include on-site construction training and apprenticeships.
- 2.2 the recruitment of construction and other workers through local recruitment partners (such as Fusion21, Knowsley Works and Job Centre Plus) in the first instance but the Developer shall with the written approval of the Council be permitted to extend this to national recruitment partners or agencies where the Developer has provided evidence to the Council that sufficient numbers of suitably skilled and qualified workers cannot be identified using local recruitment partners.
- 2.3 the use of agreed means of advertising employment vacancies locally to maximise the opportunities for local residents to secure employment during the construction of the Development and the end use phase of the Development.

and the Developer shall not Commence the Development until the Social Value Strategy has been approved by the Council.

- 3. The Developer shall thereafter implement the approved Social Value Strategy and shall provide regular reports when reasonably requested by the Council or its authorised agents on the employment and training opportunities arising in the course of the construction of the Development and the end use phase of the Development.
- 4. The Developer shall co-operate with the Council and its authorised agents and otherwise facilitate the monitoring by the Council of the delivery by the Developer of the Social Value Strategy.

PART 2

Travel Plan

Interpretation

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

1. **“Travel Plan Contribution”** means the sum of £5,000 (five thousand pounds) towards the costs of the monitoring of the Travel Plan.

The Developer covenants with the Council as follows –

2. to pay the Travel Plan Contribution to the Council prior to Commencement of Development.
3. not to Commence Development until the Travel Plan Contribution has been paid to the Council.

PART 3

Monitoring Fee

Interpretation

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

“Monitoring Fee” means the sum of £2500 (two thousand five hundred pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

2 The Developer covenants with the Council as follows:

2.1 Prior to the Commencement of Development the Developer shall pay the Monitoring Fee to the Council and shall not Commence Development until the Monitoring Fee has been to the Council.

THIRD SCHEDULE

Council's Covenants

Use and repayment of financial contributions

- 1 The Council hereby covenants with the Developer to use all sums received from the Developer 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 Developer and the Council shall agree.
2. The Council covenants with the Developer that it will pay to the Developer such amount of any payment made by the Developer 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 fifteen (15) years of the date of receipt by the Council of the payment such payments to be paid together with interest at Barclays Bank PLC's base rate from time to time for the period from the date of payment to the date of refund.
3. The Council shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Deed.

FOURTH SCHEDULE
DRAFT PLANNING PERMISSION

APPENDIX 1
Site Plan

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

Authorised Signatory:

Executed as a deed by
Lidl Great Britain Limited
acting by a director in the presence of:

Witness signature:
 name:
 address:
 occupation: