NOTICE OF MEETING

Date: 18 November 2026.

To all members of Lydiate Parish Council.

You are hereby summoned to attend a meeting of Lydiate Parish Council to be held at Lydiate Village Centre on Tuesday 24 November 2026, commencing at 6pm.

Carol Farquhar – Parish Clerk

AGENDA

1 **TO RECEIVE APOLOGIES FOR ABSENCE**

2 **MINUTES OF MEETINGS**

a. To approve the minutes of the Parish Council Meeting held on 27 October 2026 and authorise the Chairperson to sign them as a correct record.

3 **UPDATE ON MATTERS ARISING FROM THE MINUTES (FOR INFORMATION ONLY).**

4 **TO RECEIVE DECLARATIONS OF INTEREST**

5 **PUBLIC PARTICIPATION**

Adjournment for public participation.

6 **REPORTS OF MEETINGS (FOR INFORMATION ONLY)**

7 **2027/28 BUDGET PLANNING**

a. To consider income and expenditure anticipated to be included in the 2027/28 draft budget.
b. To note that the tax base will not be set until December 2026 so the budget cannot currently be set.
c. To receive a further report in January 2027 setting out a further budget for consideration.
d. To agree any actions required.

8 **LYDIATE ABBEY UPDATE**

a. To receive an oral update on progress made regarding Lydiate Abbey.
b. To agree any actions required.

9 **PROPOSED 'LAMBSHEAR LANE' HOUSING DEVELOPMENT**

a. To receive an oral update on any information received since the last meeting
b. To agree any other actions required.

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10 **PADEL AT SANDY LANE LYDIATE**

a. To provide an update after the initial discussions held with the preferred provided approved at the last meeting of the Parish Council.
b. To agree any actions required.

11 **TO CONSIDER THE RENEWAL OF LEASES ON LAND OWNED BY SEFTON COUNCIL.**

a. To consider "Heads of Terms" agreed in 2019 for a period of 7 years for leases on, Mallory Avenue, Weld Blundell Avenue, Kenyons Lane Park and Clent Gardens
b. Subject to approval notify Sefton Council of the intention to enter into a further lease as specified for a period of 7 years.

12 **LYDIATE PARISH COUNCIL COMMUNITY AWARD**

a. To consider nominations for the 2026 Parish Council Community Award.
b. To agree any actions required.

13 **ISSUES REPORTED TO COUNCILLORS**

a. To discuss any issues raised with Councillors since the last meeting.
b. To agree any actions required.

14 **PLANNING MATTERS**

a. To consider the planning applications detailed below.
b. To consider any planning application received after dispatch of the agenda.
c. To agree any actions required.

DC/2026/01823
Application Validated Tue 27 Oct 2026
Address Shell Northway Lydiate L31 0BW
Proposal Partial redevelopment of the existing service station including the removal of the jet wash bay and wash plant room, the erection of an extension to the existing sales building, provision of EV charging bays with associated plant and canopy, erection of a new ATM building and GRP wash plant room, a new brick substation and other associated works.

15 **CLERKS REPORT**

15A. UPDATES

To agree any actions required in respect of: -

a. Christmas close down – the evening of 23rd December 2026 reopens 4th January 2027.
b. Green Space – Damage Sandy Lane
c. Play Parks
d. Christmas Activities

15B CORRESPONDENCE

a. To consider any issues brought to the attention of the Clerk since the last meeting, including those included in the table below.

b. To agree any actions required.

	From	Issue
1	Sefton Council	Good Morning, Sefton Council is currently undertaking a consultation, proposing the extension of the Public Spaces Protection Order (PSPO) – Dog Control for a further 3 year. As part of the consultation process we are seeking the views of the Parish and Town Councils. The Consultation is running for 11 weeks, starting on Monday 16th November 2026 until Monday 1st February 2027. I kindly ask that any views and comments are sent to myself by 1st February 2027. Please find attached a copy of the consultation attached. If you are also able to advertise the consultation within your Notice boards that would be most appreciated. I am able to print these off and deliver them to you if that is preferred. Any queries please let me know.
2	Resident	Dear Lydiate Parish Councillors, Please can you confirm whether planning permission for the proposed housing estate on Lambshear lane has now been approved? There appears to be access works being carried out on the corner of Sandy lane & Lambshear Lane. Trees & undergrowth have been removed and a pathway, the width of a single lane road, leading to the field behind the residences on Lambshear lane, has been cleared and levelled. Signage conveying notification of private land was erected a couple of weeks back. If planning permission has not yet been granted for the site, should these works be happening at this stage? I have taken a picture of works taking place today, Saturday 14th November. Please contact me at email address supplied if you need to see this.
3	SAVE Britain's Heritage Buildings at Risk register	Hi I am currently engaged in updating the SAVE Britain's Heritage Buildings at Risk register. In order to update our entry on St Catherine's Abbey we would like to get hold of some up-to-date photographs. Do you have any that you would be happy for us to use on our webpage, with of course full credit information? We will need them before the end of this month. I look forward to hearing from you.
4	Sefton Council	Good afternoon…, I hope that you and your colleagues are keeping well. We have recently been instructed by our Green Sefton Division to renew the Lease of the above greenspace, following contractual expiry of the most recent Agreement at 15/07/2026.

		I attach a copy of the most recent document, and anticipate that the Parish Council will want to renew, upon similar terms and conditions, (subject to modernisation), for a similar term of seven years from 16th July 2026; please let me have you confirmation so that the necessary approvals may be obtained for documentation, with each Party disbursing their own professional costs. Many thanks for your attention with this.
5	IMSERV	We're contacting you from IMSERV, on behalf of Centrica Plc. We need to carry out some work on your utilities meter, at LYDIATE PARISH COUNCIL, and one of our team will be in touch with you over the next few days to schedule an appointment at a time that's convenient for you. Alternatively, you can call us to book an appointment on 01908 257424 quoting reference number F4664837. Our lines are open Monday to Friday 9am to 5.30pm. We're contacting you from IMSERV, on behalf of Centrica Plc. We need to carry out some work on your utilities meter, at SPORTS PAVILION, and one of our team will be in touch with you over the next few days to schedule an appointment at a time that's convenient for you. Alternatively, you can call us to book an appointment on 01908 257424 quoting reference number F4664783. Our lines are open Monday to Friday 9am to 5.30pm.
6	Resident	For the attention of the Parish clerk Dear Madam, I don't know if this issue has been raised already but would be grateful if you could bring this to the attention of whoever is responsible for street name sign maintenance in Lydiate. The sign for Richmond Grove (off Ridgeway Drive) has been damaged. The old metal post is now protruding about 8 inches out of the ground and could easily be tripped over or could cause injury to an animal walking there. I attach a photograph and look forward to hearing from you.
7	Resident	Dear Clerk, I am contacting the Parish Council to ask if you can urgently report a major planning enforcement issue to the Borough Council's enforcement team on behalf of the local community. As a regular visitor to the area who deeply appreciates the local countryside, I am horrified and distressed by a sudden change to the fields situated between Pygons Hill Lane and Back Lane. An open paddock has been completely transformed into what looks exactly like a heavy industrial yard. A substantial area of commercial hardstanding has been unlawfully laid, and the land is now being used to park a fleet of heavy commercial vehicles, wagons, and tractors connected to a demolition business. This monstrosity has appeared incredibly suddenly. There was absolutely no hardstanding or commercial vehicle activity at this site just over two weeks ago, meaning this massive operation has been set up virtually overnight while bypassing the proper planning channels. This unauthorized operational development and material change of use has completely destroyed the rural aesthetic of this Green Belt landscape. It has urbanised a beautiful open area, creating a severe

		visual blight and an industrial eyesore right in the middle of our local countryside. As I wish to avoid any direct confrontation with the landowner, I would be incredibly grateful if the Parish Council could adopt this as a community concern and officially flag it with West Lancashire Planning Enforcement so an officer can investigate. I must remain strictly anonymous; please do not give my details to West Lancashire Planning/Council or anyone else.

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15C FINANCE

I. To consider the accounts payable in November 2026 as detailed in Table 1 below.

II. To consider and accept any further accounts payable received after dispatch of the agenda.

Accounts payable November 2026					
Contractual/ Statutory payments made – For information (FIXED)					
METHOD	**PAYEE**	**DETAILS**		**AMOUNT £**	**STATUTORY PROVISION**
DD	Unity E-Payment	Salaries - November 2026	£	14,426.86	LGA 1972 s.111
DD	N.E.S.T	Pensions - November 2026	£	1,372.10	LGA 1972 s.111
DD	Unity Trust Bank	Bank Charges - Salary Processing	£	19.07	LGA 1972 s.111
DD	Lloyds Card	Monthly Fee	£	3.00	LGA 1972 s.111
		Total	**£**	**15,821.03**	
Contractual / Statutory payments made – For information (VARIABLE)					
DD	Unity E-payment	Salaries - November 2026	£	-	LGA 1972 s.111
DD	Virgin Media	Telephone and Broadband	£	87.14	LGA 1972 s.111
DD	O_2	Mobile Phone Charges	£	56.59	LGA 1972 s.111
DD	Allstar	September 2026 Fuel Charges	£	165.79	OSA 1906 s.10
DD	Water Plus	Sandy			LGA 1972 s.111
DD	Water Plus	Bowls			LGA 1972 s.111
DD	Water Plus	LVC			LGA 1972 s.111
DD	British Gas	LVC Electricity - October	£	224.56	LGA 1972 s.111
DD	British Gas	Sandy Electricity - October	£	147.99	LGA 1972 s.111
DD	British Gas	Bowls Electricity -October	£	33.54	LGA 1972 s.111
DD	British Gas	Gas LVC - October	£	53.02	LGA 1972 s.111
		Total	**£**	**768.63**	
Contractual/ Statutory payments – For approval					
METHOD	**PAYEE**	**DETAILS**		**AMOUNT £**	**STATUTORY PROVISION**
BACS	HMRC	Tax/NI	£	5,281.92	LGA 1972 s.111
		Total	**£**	**5,281.92**	
Invoice payments- For approval					
BACS	Amazon = **£133.25**	Blue Carrier Bags for the Litter Pickers	£	48.27	OSA 1906 s.10
		Clear Compactor Sacs	£	39.19	OSA 1906 s.10
		Charger	£	8.48	LGA 1972 s.111
		Bulbs for LVC and st gregs	£	37.31	OSA 1906 s.10
		Work Boots, Cable ties, Christmas lights, hazard tape, long cable ties, perspex	£	199.69	OSA 1906 s.10
		New Mugs for the LVC and folder	£	39.97	LGA 1972 s.111
BACS	Total Timber	Treated Timber and Heavy angle bracket	£	37.15	OSA 1906 s.10
BACS	Presidential Travel Ltd	Lunch Club Xmas Trip	£	200.00	LGA 1972 s.111
BACS	Ian Rylands Ltd	Pathway at Lydiate Abbey	£	2,744.06	LGA 1972 s.111
		Total	**£**	**3,354.12**	
			£	15,821.03	
		Contractual Variable	£	768.63	
		Contractual for Approval	£	5,281.92	
		Invoices	£	3,354.12	
		Total	**£**	**25,225.70**	

15D BANK BALANCES

- To note the bank balance as of the end of October 2026.

Bank Reconciliation as at October 2026

Unity Trust

Balance at end of previous month	£112,396.04
plus income	£7,350.34
less expenditure	£24,518.56
Equals Balance at end of month	**£95,227.82**

Bank balance per statements:

Unity Trust Bank	£104,974.59
less presented	£9,746.78
Equals bank balance Unity Trust	**£95,227.81**

Unity Trust Savings	**£137,608.02**
Interest	**£0.00**
equals Balance	**£137,608.02**

Barclays Bank

Balance	£ 378.79
Barclays bank income	£0.00
Transfer to Nationwide	£0.00
Expenditure	£0.00
Barclays Balance	**£ 378.79**

Nationwide	£85,865.30
interest	105.75
Total Bank Balance	**£85,971.05**

Total Bank Balance October 2026	**£319,185.67**

DATE AND TIME OF NEXT MEETING

- Tuesday 26 January 2026 at 6.00 pm

Lydiate Parish Council Meeting

Minutes of the meeting held on Tuesday 27 October 2026 at 6.00 pm.

PRESENT: Chair – Councillor Stoddart

Councillors - Hart, I Wilson, Bailey, Bull

IN ATTENDANCE: Carol Farquhar Clerk to Lydiate Parish Council

153/2026 APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillors: Nixon, Crompton, McCord and A Wilson.

154/2026 MINUTES OF MEETINGS

a. **It was resolved** that the minutes of the Parish Council meeting held on 28 July 2026 be approved and authorise the Chairperson to sign them as a true record.
b. **It was resolved** that the minutes of the Parish Council Personnel Committee Meeting be ratified and authorise the Chairperson to sign them as a true record.

155/2026 UPDATE ON MATTERS ARISING FROM MINUTES (for information only)

None

156/2026 DECLARATIONS OF INTEREST

None

157/2026 PUBLIC PARTICIPATION

None

158/2026 REPORTS OF MEETINGS (FOR INFORMATION ONLY)

None

159/2026 QUARTER 2 CASH

It was resolved to accept and approve the quarter 2 cash flow for 2026/27.

160/2026 LYDIATE ABBEY UPDATED

It was resolved to note the following report provided by Cllr Bull:-

a. Bill Esterson MP has contacted the culture secretary to see if there was a way forward in protecting the Abbey.
b. The archdiocese has been asked to undertake a risk assessment of the fence in the hope to have it removed
c. The volunteers have begun an abbey monitoring programme to map the site and report on any changes that take place.
d. A charity event will be held at the Scotch Piper on 6th December to support the work of the group.
e. The next St Catherine's Working Group meeting is on Friday 23 October.

161/2026 UPDATE ON BOWLS MEETING

It was resolved to:-

a. Note that the bowling season has now finished until next April.
b. A new sign will be erected outside the green to improve accessibility.
c. Cllr I Wilson will continue to liaise with the Federation.

162/2026 UPDATE ON DEFIBRILLATOR MAPPING

It was resolved to note: -

a. The Weld Blundell area has been identified as a gap in provision.
b. Cllr I Wilson agreed to look for funding for this defibrillator.
c. A report was requested to the next meeting.

163/2026 INVESTMENT STRATEGY

It was resolved to:-

a. Approve the Investment Strategy subject to the changes requested at the meeting in respect of expanding section 3.1 to make it clearer, removing current section 3.2 and amending the wording under the table in Annex A Risk Assessment.

164/2026 PARISH COUNCIL ELECTIONS

It was resolved to note the information received.

165/2026 SEFTON COUNCIL PROPOSED 'LAMBSHEAR LANE'HOUSING DEVELOPMENT

It was resolved to note that Sefton Council have confirmed all the current planning applications in relation to the site will be considered together.

166/2026 PADEL, IN LYDIATE

It was resolved to note that:-

a. Four organisations attended the discussion sessions on 19th October 2026.
b. One organisation was invited to enter into further talks with the Parish Clerk regarding Padel in Lydiate.
c. Delegated Power was approved for the Clerk to look at securing planning permission for the Padel Sandy Lane Site, if appropriate.
d. A further report requested to the next meeting.

167/2026 CORONATION PARK COMMUNITY EDUCATION PROJECT

It was resolved to:-

a. Support the proposals presented.

b. Approve resources of up to £40 to purchase the paint for the playground entrance gate at coronation park.
c. Support the refurbishment of the basketball/football courts subject to the family identifying funding for the works.
d. A clear road safety message was agreed.
e. A report was requested to a future meeting.

168/2026 ANNUAL PLAYGROUND INSPECTION

It was resolved to accept the report and note a program of improvements in line with Moderate Risk items will be drawn up and delivered as soon as possible.

169/2026 ISSUES REPORTED TO COUNCILLORS

Cllr Bull reported a gap under the fence in the dog area at Sandy Lane. This as been resolved.

170/2026 PLANNING MATTERS

It was resolved to note the following planning applications:-

Listed Building Consent for the installation of a standalone 96 sqm timber framed pergola with pitched timber/shingle roof.

Scotch Piper Inn Southport Road Lydiate L31 4HD

Ref. No: DC/2026/01753 · Received: Thu 15 Oct 2026 · Validated: Thu 15 Oct 2026 · Status: Pending Consideration

Installation of a standalone 96 sqm timber framed pergola with pitched timber/shingle roof

Scotch Piper Inn Southport Road Lydiate L31 4HD

Ref. No: DC/2026/01700 · Received: Mon 12 Oct 2026 · Validated: Mon 12 Oct 2026 · Status: Pending Consideration

Erection of a single storey rear/side extension, front porch extension and a new vehicular access

42 Coronation Road Lydiate L31 2NQ

Ref. No: DC/2026/01663 · Received: Tue 06 Oct 2026 · Validated: Thu 05 Nov 2026 · Status: Pending Consideration

Proposed dropped kerb

19 Southport Road Lydiate L31 2HX

Ref. No: DC/2026/01638 · Received: Fri 02 Oct 2026 · Validated: Fri 23 Oct 2026 · Status: Pending Consideration

Proposed Loft conversion with dormer extension to the rear elevation and a hip to gable alteration

107 Coronation Road Lydiate L31 2NG

Ref. No: DC/2026/01568 · Received: Mon 21 Sep 2026 · Validated: Mon 21 Sep 2026 · Status: Pending Consideration

Timber open sided pergola with pitched roof within rear garden (Retrospective 31/05/2026).

7 The Fieldings Lydiate L31 2PT

Ref. No: DC/2026/01523 · Received: Mon 14 Sep 2026 · Validated: Mon 14 Sep 2026 · Status: Pending Consideration

Certificate of lawfulness for the proposed garage conversion, including alterations to all elevations of the dwellinghouse.

24 Sandy Lane Lydiate L31 4DW

Ref. No: DC/2026/01506 · Received: Tue 08 Sep 2026 · Validated: Tue 08 Sep 2026 · Status: Certificate Issued - Proposed Use

171/2026A CLERK'S REPORT

It was resolved to note: -

a. That the football pitches have been classed as "advanced" by the football foundation. Thanks were extended to the staff team for their excellent work on this.
b. An installation date is still to be agreed for the Kenyons Lane Play area. Goods are on order.
c. 27 People booked for the xmas lunch at the Hightown Club.
d. An application will be submitted to the National Highways Community Tree Programme for Kenyons Lane Park.

171/2026B CORRESPONDENCE

It was resolved to approve the agreed actions:-

	From	Issue	Action
1	British Heart Foundation	Dear Sir/Madam, Here at The British Heart Foundation, we are always in search of items that can be given new homes. As well as reducing the environmental impact, we aim to help everyone who enter our doors. **As a charity, we need your help.** If you are agreeable, we have an E-Flyer & paper leaflets we'd love to send you. All we ask of you is a moment of your time to read them and inform us if you can help. Would you be okay if we sent those over to you? **Free collection that won't cost you, or the environment** Generous donations help BHF fund lifesaving research, giving hope to over 7.6 million people affected by heart and circulatory diseases in the UK. Proceeds from unwanted goods will help improve the lives of families and loved ones - for generations to come. **We have a fleet of vans in your area, helping ease the stresses of donating** If this would be okay, please let us know so we can proceed. ♡ **We'd love your support** If you're happy to receive our flyer and find out more, simply **[click here to say YES]**. Warm regards BHF Southport	Agreed

2	Tree Council	Grants up to £40k still available for local authority planting projects The Defra backed Trees Outside Woodland Fund is still open for tree, hedgerow and orchard establishment projects in England in the 2026/27 planting season. Grants of between £10,000 and £40,000 to support the purchase of trees, establishment aids, and other eligible project costs are available for projects undertaken by registered charities and local authorities. The fund will remain open until 31 October 2026, or until all funding has been allocated, so do get your applications in! If your project is based in the North West, Birmingham, North East or East Anglia, we're especially keen to hear from you.	Resolved to submit an application for Kenyons Lane Park
3	info@gps-routes.co.uk	Hi, I was wondering if you would be interested in adding a link to my Merseyside and walking guide from your website: https://www.gps-routes.co.uk/routes/home.nsf/county-walks/Merseyside The page highlights ten of the county's best walks, including the Sefton Coastal Footpath, Crosby Beach, Formby Woods and Sefton Park in Liverpool. It also serves as a gateway to more than 40 other walks across the region, accessible via the 'More Walks' button on the maps. Each walk includes a detailed route guide, photographs, videos and a downloadable GPX file to help visitors navigate the route. There are also free 1:25,000 Ordnance Survey maps with live GPS tracking available directly in a mobile browser (example screenshot below). Please let me know if I can provide any further details or perhaps provide a free walking article for your site. I've recently provided such content for the Visit Cheshire, Shropshire Great Outdoors and the Experience Sussex government affiliated websites, for example.	agreed
4	Jean Cropper Secretary & Churchwarden	On behalf of St. Thomas Church you are invited to the Service of Remembrance on Sunday 8th November 2026 at 10.45am. Please let me know how many people will attend	Cllr Crompton to attend
5	**Jessica Dibble** Secretary Lancashire Association of	Our latest Training Tuesday's programme is now available, featuring a range of new training and support sessions for clerks, councillors, and council officers.	Noted

	Local Councils (LALC) T: 01772 750900 M: 07979397508 W: www.lalc.org.uk F: https://www.facebook.com/LancsALC T: https://twitter.com/LancashireAlc	Please take a look at the attached programme and kindly share the same with your councillors. To register for a course, simply click "REGISTER NOW" beneath the relevant session and complete the online form. If you have any issues, please do not hesitate to contact me. The programme also includes a wide selection of flexible e-learning courses. If any are of interest, please email me to arrange enrolment. Gentle reminder: We look forward to welcoming you to the Parish and Town Conference and the LALC AGM on Saturday 14th November 2026 at County Hall, Preston. **The AGM will take place at 3pm in the Chamber.** Please ensure you have completed the online registration form. Link: **Register to attend the Conference and LALC AGM** As many of you will be aware, we are also consulting member councils on **LALC's future legal structure**. Your responses will inform the report presented at the AGM. Please encourage your council to respond either online using the form on the **consultation webpage** or by using the downloadable form (attached).	
	Defib Supplies	It is now nearly 20 years since the Resuscitation Council UK first published specific resuscitation standards for dental practices, including access to a defibrillator. A lot of practices purchased their first AED around that time or in the years that followed. We are now finding that some of these older units are reaching the point where replacing them makes more sense, particularly where batteries, pads or other parts are becoming more difficult or expensive to source. For this reason, we have launched a national replacement campaign specifically for dental practices. The idea is quite simple. We want to help practices replace older equipment with a current, high-quality AED without having to spend unnecessarily. As part of the campaign we are offering the Rescue SAM 4.0, a well-established professional defibrillator manufactured by Progetti Medical in Italy for £699 plus VAT. It is simple to operate, uses universal adult and paediatric pads and comes with a 10-year warranty and wall bracket and pad slot included so ready to be placed in situ with no extra costs. If you have an older defibrillator in the practice and are unsure whether it is worth continuing to maintain it or replacing it, just reply to this email with the make and model. I'll be happy to check it for you and talk you through the options. There is no obligation at all. The aim of the campaign is simply to help dental practices keep suitable, supported defibrillation equipment available without replacement becoming an unnecessarily large expense.	Noted

171/2026C FINANCE

I. Accounts Payable

It was resolved to: -

a. Agree the accounts for payment due in October 2026 as detailed in the table below.

Accounts payable October 2026					
Contractual/ Statutory payments made – For information (FIXED)					
METHOD	**PAYEE**	**DETAILS**		**AMOUNT £**	**STATUTORY PROVISION**
DD	Unity E-Payment	Salaries - October 2026	£	13,458.53	LGA 1972 s.111
DD	N.E.S.T	Pensions - October 2026	£	1,266.39	LGA 1972 s.111
DD	Unity Trust Bank	Bank Charges - Salary Processing	£	19.07	LGA 1972 s.111
DD	Lloyds Card	Monthly Fee	£	3.00	LGA 1972 s.111
		Total	**£**	**14,746.99**	
Contractual / Statutory payments made – For information (VARIABLE)					
DD	Unity E-payment	Salaries - October 2026	£	-	LGA 1972 s.111
DD	Virgin Media	Telephone and Broadband	£	90.13	LGA 1972 s.111
DD	O_2	Mobile Phone Charges	£	56.59	LGA 1972 s.111
DD	Allstar	September 2026 Fuel Charges	£	175.76	OSA 1906 s.10
DD	Water Plus	Sandy	£	47.00	LGA 1972 s.111
DD	Water Plus	Bowls	£	47.29	LGA 1972 s.111
DD	Water Plus	LVC	£	69.63	LGA 1972 s.111
DD	British Gas	LVC Electricity - September	£	117.26	LGA 1972 s.111
DD	British Gas	Sandy Electricity - September	£	104.22	LGA 1972 s.111
DD	British Gas	Bowls Electricity -September	£	42.20	LGA 1972 s.111
DD	British Gas	Gas LVC - September	£	47.23	LGA 1972 s.111
		Total	**£**	**797.31**	
Contractual/ Statutory payments – For approval					
METHOD	**PAYEE**	**DETAILS**		**AMOUNT £**	**STATUTORY PROVISION**
BACS	HMRC	Tax/NI	£	4,730.47	LGA 1972 s.111
		Total	**£**	**4,730.47**	
Invoice payments- For approval					
BACS	Sefton Council	Trade Waste	£	512.50	LGA 1972 s.111
BACS	Tower Heating	Call out for leak in Council Chamber Cupboard	£	80.00	LGA 1972 s.111
BACS	Amazon = **£449.22**	Trimmer head & Strimmer line	£	81.05	OSA 1906 s.10
		Work Boots and Work Pants	£	47.60	OSA 1906 s.10
		Wipeable Table Cloths and Bin Bags	£	128.43	LGA 1972 s.111
		UV Light Bulbs for LVC	£	10.82	LGA 1972 s.111

		Hoover Bags	£	11.39	OSA 1906 s.10
		Organisers	£	24.98	LGA 1972 s.111
		Work Trousers	£	27.98	OSA 1906 s.10
		Line Marker	£	116.97	OSA 1906 s.10
BACS	The Play Inspection Company	Annual Play Area Inspections	£	347.40	OSA 1906 s.10
BACS	Envirosport Maintenance LTD	Surface Clean at Sandy Lane Playing Fields	£	660.00	OSA 1906 s.10
BACS	TCA	Quarterly Payroll	£	90.00	LGA 1972 s.111
BACS	Lancashire Turf Supplies LTD = **£1533.40**	Verti-drain Green	£	378.00	OSA 1906 s.10
		Bowling Green Maintenance	£	1,155.40	OSA 1906 s.10
BACS	Total Timber	Anti Slip Plywood & Drywall Screw	£	77.40	OSA 1906 s.10
		Total	**£**	**3,749.92**	
			£	14,746.99	
		Contractual Variable	£	797.31	
		Contractual for Approval	£	4,730.47	
		Invoices	£	3,749.92	
		Total	**£**	**24,024.69**	

II. Bank Balance

Bank Reconciliation as at SEPTEMBER 2026

Unity Trust	
Balance at end of previous month	£116,704.86
plus income	£28,861.44
less expenditure	£33,170.26
Equals Balance at end of month	**£112,396.04**

Bank balance per statements:

Unity Trust Bank	£113,875.68
less presented	£1,479.64
Equals bank balance Unity Trust	**£112,396.04**

Unity Trust Savings	**£136,934.98**
Interest	**£673.04**
equals Balance	**£137,608.02**

Barclays Bank	
Balance	£ 378.79
Barclays bank income	£0.00
Transfer to Nationwide	£0.00
Expenditure	£0.00
Barclays Balance	**£ 378.79**
Nationwide	£85,763.09
interest	102.21
Total Bank Balance	**£85,865.30**
Total Bank Balance September 2026	**£336,248.15**

172/2026 DATE OF NEXT MEETING

Tuesday 24 November 2026 at 6 pm at Lydiate Village Centre.

The meeting ended at 7:25 pm

Agenda item 10

Discussion Paper to: **Lydiate Parish Council Meeting**

Date: **24 November 2026**

Prepared by: **Carol Farquhar, Clerk to the Council**

Subject: **Padel at Sandy Lane Lydiate**

Purpose

- To provide an update after further discussions were held with the "preferred provider" identified as a prospective partner best suited to working with Lydiate Parish Council to deliver the project.
- To agree any actions required

Background

Members will be aware that six organisations expressed an interest to work in partnership with the Parish Council to deliver Padel in Lydiate.

On 19th October after initial discussions with four organisations, one organisation was put forward as the Prospective Partner (PP) for approval at the Parish Council at its meeting on 27th October 2026. The resolution made at that meeting has been provided below.

Minute Number

166/2026 PADEL, IN LYDIATE

It was resolved to note that: -

e. Four organisations attended the discussion sessions on 19th October 2026.
f. One organisation was invited to enter into further talks with the Parish Clerk regarding Padel in Lydiate.
g. Delegated Powers were approved for the Clerk to look at securing planning permission for Padel at the Sandy Lane Site, if appropriate.
h. A further report was requested to the next meeting.

Information

Further discussions were held with the prospective partner on 11 November 2026. The outcome of these discussions is summarised below: -

I. Specialists visited the site to assess the work required. The whole floor will need to be removed before construction starts. The proposal will extend beyond the current tennis courts to allow for four padel courts and a new tennis court to be installed. The tennis court

would not form part of the padel project, but space for a tennis court will form part of any planning application submitted.

II. The main hurdle to forming a partnership is securing planning permission. If planning is refused, then there will be no need to enter into any partnership arrangement.

III. The cost of a full planning application has been estimated at £12,000 which included all site surveys required by the planners. This fee is none refundable if planning is refused.

Update from site meeting 17th November 2026

A further meeting was held on site on 17 November 2026 attended by the preferred Partners and a planning consultant.

It was agreed at that meeting that subject to Parish Council approval the following actions be taken as soon as possible: -

I. To help identify any challenges associated with the site, the Clerk has recommended on the advice of the planning consultant to submit a Pre Planning application to Sefton Council. This would cost circa £2,000 for consultant fees plus circa £500 pre application fee. The Parish Council is asked to fund up to £1,500 of these costs. The costs include the necessary paperwork and pe planning application. Currently pre planning takes four weeks for a decision and the hope is to prepare the pre-planning application for submission in December 2026.

II. Draft a letter of intent to the preferred partner organisation as identified by the Parish Council minute 166/2026. This will allow a pre-planning application to be submitted. The letter of intent has been attached at annex 1 which stipulates that subject to all due diligence being satisfactory, that the Parish Council will only work with the identified partner in the event of planning approval being granted.

Estimated Delivery Timetable

Detailed below is an estimate of the delivery time for padel in Lydiate. This is based on the best knowledge at the time of writing. Week one identifies the date the letter of intent is agreed by both parties.

Week Number	Action to be taken	Lead officer	Estimated Cost
1 -3	Preplanning application prepared and submitted	Planning Consultant, Clerk, PP*	£2,500
3-8	Preplanning consideration and decision. Anticipated in line with Sefton Council Guidance	Sefton Council	£0
NB Subject to a positive pre planning response being received from Sefton Council the following actions will be needed			
8-16	Develop and submit Full Planning Application	PP* Clerk Consultant	£12,000
16- 28	Sefton Council consider planning application and decision.	PP*	£0

28- 30	Partnership development and contract agreed	Clerk Legal Advice Parish Council	TBC
29-39	Discharge Planning Conditions	PP*	TBC
28-44	Canopy and court ordered and delivered	PP*	TBC
39-43	Ground works padel court	PP*	TBC
44-46	Canopy installed	PP*	TBC
47-51	Padel Courts installed	PP*	TBC
	Opening of courts	All	TBC

*PP prospective Partner

Subject to a positive preplanning and full planning decision being made within the time scale specified above, the padel court facility could be ready to open by Autum 2027.

Regarding the tennis facility, resources would need to be identified for the project to proceed and further discussions need to take place in respect of this at a future Parish Council meeting.

Members are asked to consider the information provided above and agree to approve resources of up to £1,500 to enable a preplanning application to be submitted.

A further report will be submitted to the Parish Council after a preplanning decision has been received.

Conclusion

The Parish Council is asked to consider the information provided above and agree to approve resources of up to £1,500 towards the preplanning application.

Members are asked to agree to approve and sign a letter of intent, to enable the preplanning application to be submitted.

Members are further asked to consider any additional information they wish to receive at this point in respect of the Padel project

Further discussions are required regarding the tennis court delivery.

Annex 1

LYDIATE PARISH COUNCIL DRAFT

[Date]

To: XXXX

Subject: Letter of Intent – Proposed Padel Development at Sandy Lane, Lydiate

Dear Sir/Madam,

Following discussions between Lydiate Parish Council and XXXX, we are writing to formally confirm the Parish Council's intention to work with XXXX Ltd as its preferred partner for the proposed development of Padel facilities at Sandy Lane, Lydiate.

At its meeting on 27 October 2026, the Parish Council resolved to progress further discussions with a preferred prospective partner regarding the delivery of Padel facilities within Lydiate.

Following subsequent discussions and a site meeting on 17 November 2026, the Council wishes to confirm its intention to work with XXXX to progress the proposals, subject to the following conditions:

1. **Pre-planning Permission:** The proposed development must receive the necessary pre-planning permission from Sefton Council.

The purpose of this letter is to confirm the Parish Council's intention to work with XXXXX as its preferred partner and to enable the parties to progress the necessary planning stages.

It is understood that, should planning permission not be granted, or should the necessary due diligence or partnership arrangements prove unsatisfactory, the Parish Council will not be obliged to enter into a formal partnership agreement.

This letter of intent does not constitute a legally binding partnership agreement or a commitment by the Parish Council to proceed with the development. Any such commitment will be subject to a separate formal agreement.

The Parish Council looks forward to working with XXXX to explore the potential delivery of these facilities for the benefit of the local community.

Yours faithfully,

Carol Farquhar
Clerk to Lydiate Parish Council
Lydiate Parish Council

Agenda Item 11

Discussion Paper to: **Lydiate Parish Council Meeting**

Date: **24 November 2026**

Prepared by: **Carol Farquhar, Clerk to the Council**

Subject: **Lydiate Green Spaces – Sefton Council Lease Renewal**

Purpose

- To consider “Heads of Terms” agreed in 2019 for a period of 7 years for leases on, Mallory Avenue, Weld Blundell Avenue, Kenyons Lane Park and Clent Gardens
- Subject to approval notify Sefton Council of the intention to enter into a further lease as specified for a period of 7 years.

Information

Members will recall that a number of discussions have taken place with Sefton Council about the expiry of leases on land in Lydiate owned by Sefton Council which had been leased to Lydiate Parish Council.

Sefton Council have now taken a legal view on this issue having regard to the Parish Councils wish to extend the leases on Mallory Avenue, Weld Blundell Avenue, Kenyons Lane Park and Clent Gardens for a further seven years.

It is suggested that one lease be established containing plans for each of the areas under discussion. A copy of the Heads of Terms and updated plans can be found attached at annex 1.

Members are asked to review this information and enter into the lease for a period of seven years.

Conclusions

Members are asked to review the Heads of Terms and plans attached at annex 1 and agree to enter into this lease with Sefton Council for a period of seven years.

Annex 1

DATED

16th July 2019

LEASE

Between

SEFTON METROPOLITAN BOROUGH COUNCIL

And

LYDIATE PARISH COUNCIL

Corporate Legal Services, Sefton Council, Magdalen House, 30 Trinity Road, L20 3NJ.

Ref: LS/MB/7026

LR1. Date of lease

16th July 2019

LR2. Title number(s)

LR2.1 Landlord's title number(s)

MS563136 (whole)

MS173009 (part)

MS291451(whole)

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

Sefton Metropolitan Borough Council

Magdalen House

30 Trinity Road

Bootle

L20 3NJ

Tenant

Lydiate Parish Council

Lydiate Village Centre

Lambshear Lane

Lydiate

Merseyside

L31 2LA

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause **Error! Reference source not found.** of this lease

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause **Error! Reference source not found.** in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements included in clause 3 of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements included in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not Applicable

This lease is dated.....16TH July.....2019

HM Land Registry
Title numbers: MS291451 MS173009 MS563136
Administrative area: Merseyside

PARTIES

(1) **SEFTON METROPOLITAN BOROUGH COUNCIL** of Magdalen House, 30 Trinity Road, Bootle, Merseyside, L20 3NJ (**Landlord**).

(2) **LYDIATE PARISH COUNCIL** of Lydiate Village Centre, Lambshear Lane, Lydiate, Merseyside, L31 2LA (**Tenant**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency:

(a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;

(b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;

(c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;

(d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;

(e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

(f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;

(g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;

(h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

(i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at the rate of £1 per annum if demanded exclusive of any VAT properly chargeable on it.

Contractual Term: a term of 7 years beginning on, and including 16th July 2019 and ending on, and including 15th July 2026

Default Interest Rate: 4% per annum above the Interest Rate.

Interest Rate: the base rate from time to time of The Bank of England, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest registered at HM Land Registry.

Permitted Use: public open space, sports and recreation only.

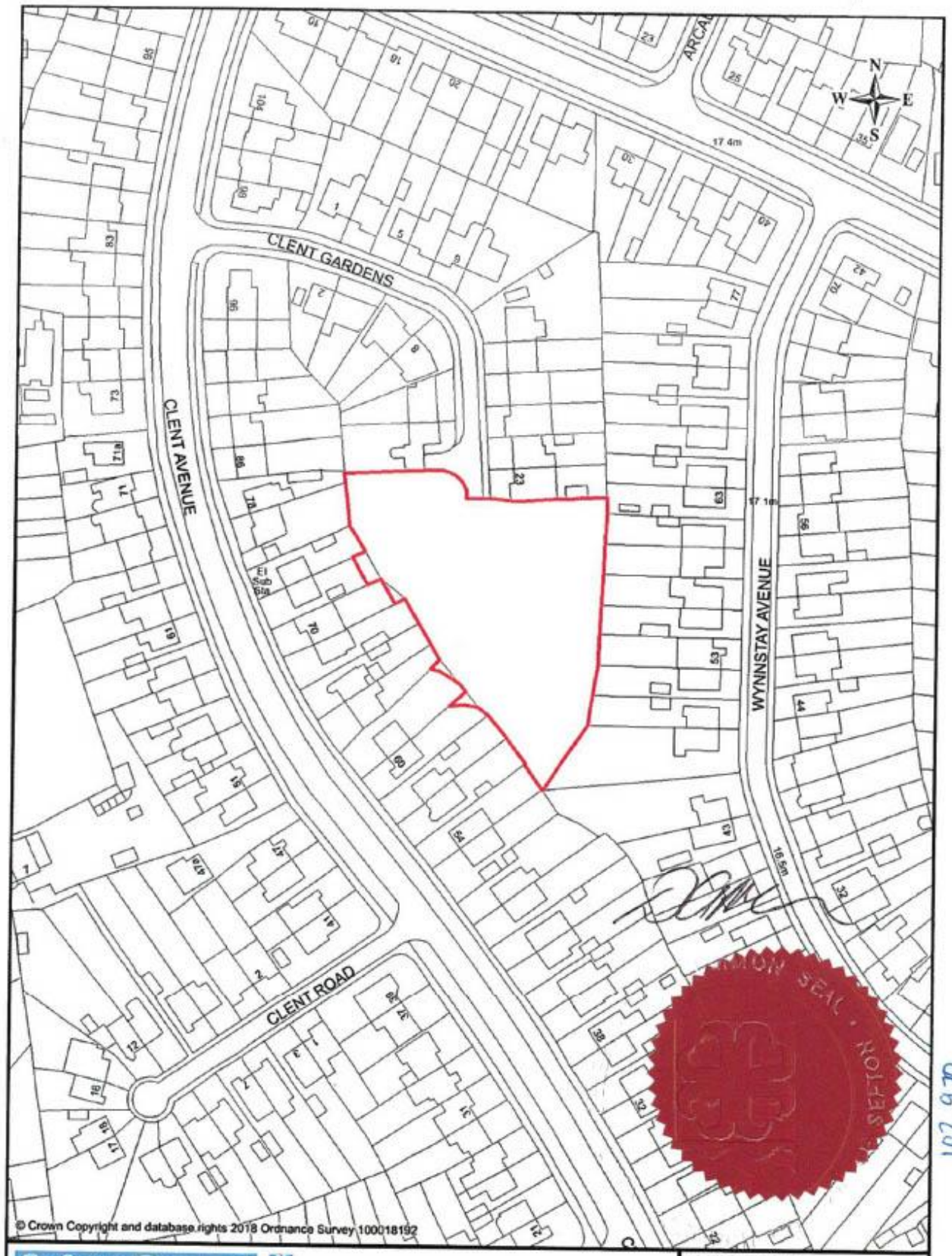
Plans: the plans attached to this lease.

Property: the land more particularly described in Schedule 1 to this lease.

Rent Payment Date: 1st April

Retained Land: the property registered at HM Land Registry under title number MS173009 except for the Property

PLAN 1



Sefton Council

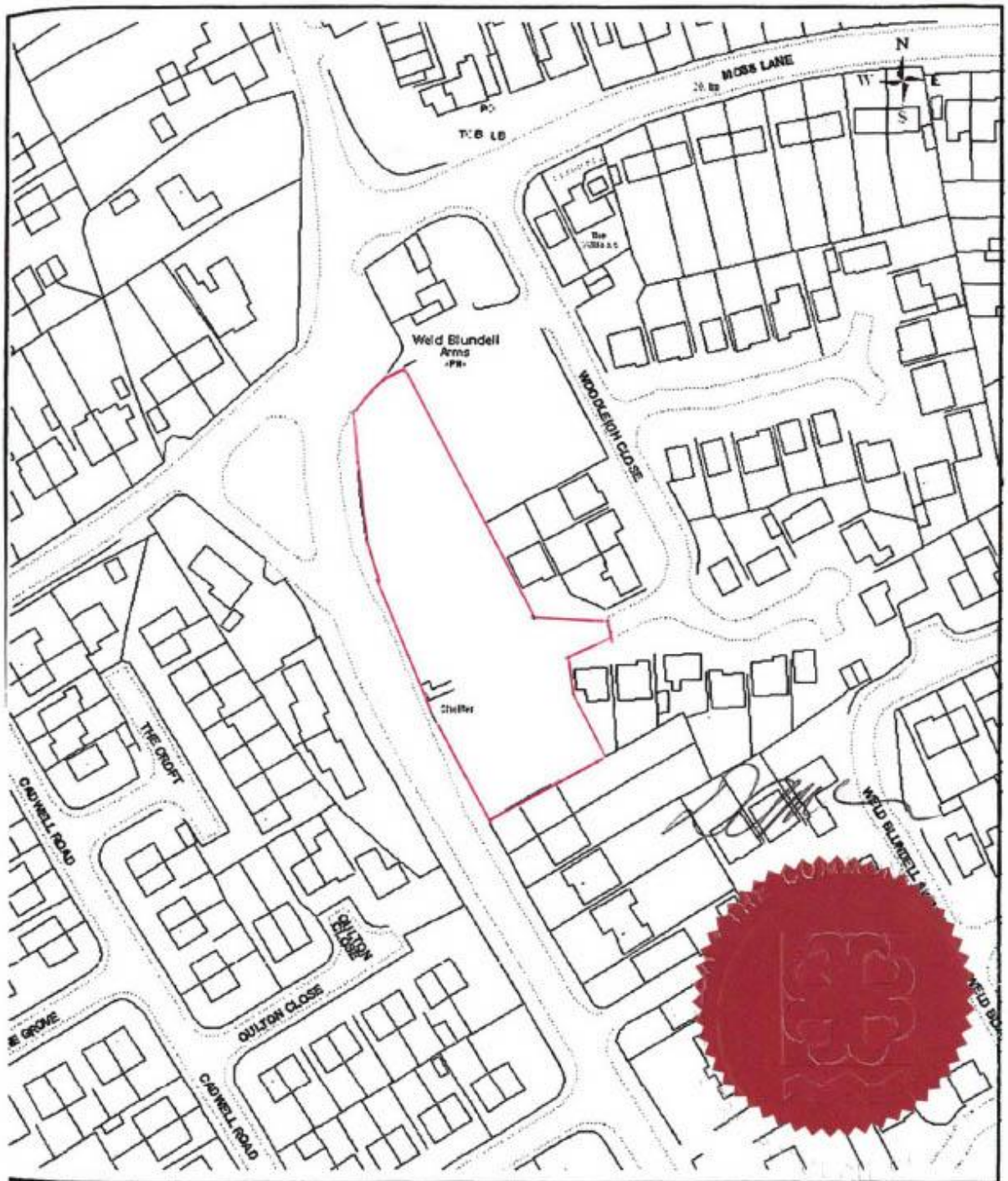
Clent Gardens
Lydiate

[redacted]

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Scale 1:1,250 @A4
Date 09/11/2018
File Pathname / Project / Drawing No.
Asset 1088

102,970

PLAN 2



METROPOLITAN BOROUGH OF SEFTON

Technical Services Department - Property Management Group

P Williams, B.Sc., D.I.S., C.Eng., M.I.C.E. Technical Services Director

Weld Blundell Avenue, Lydiate

Area edged red hectares or thereabouts

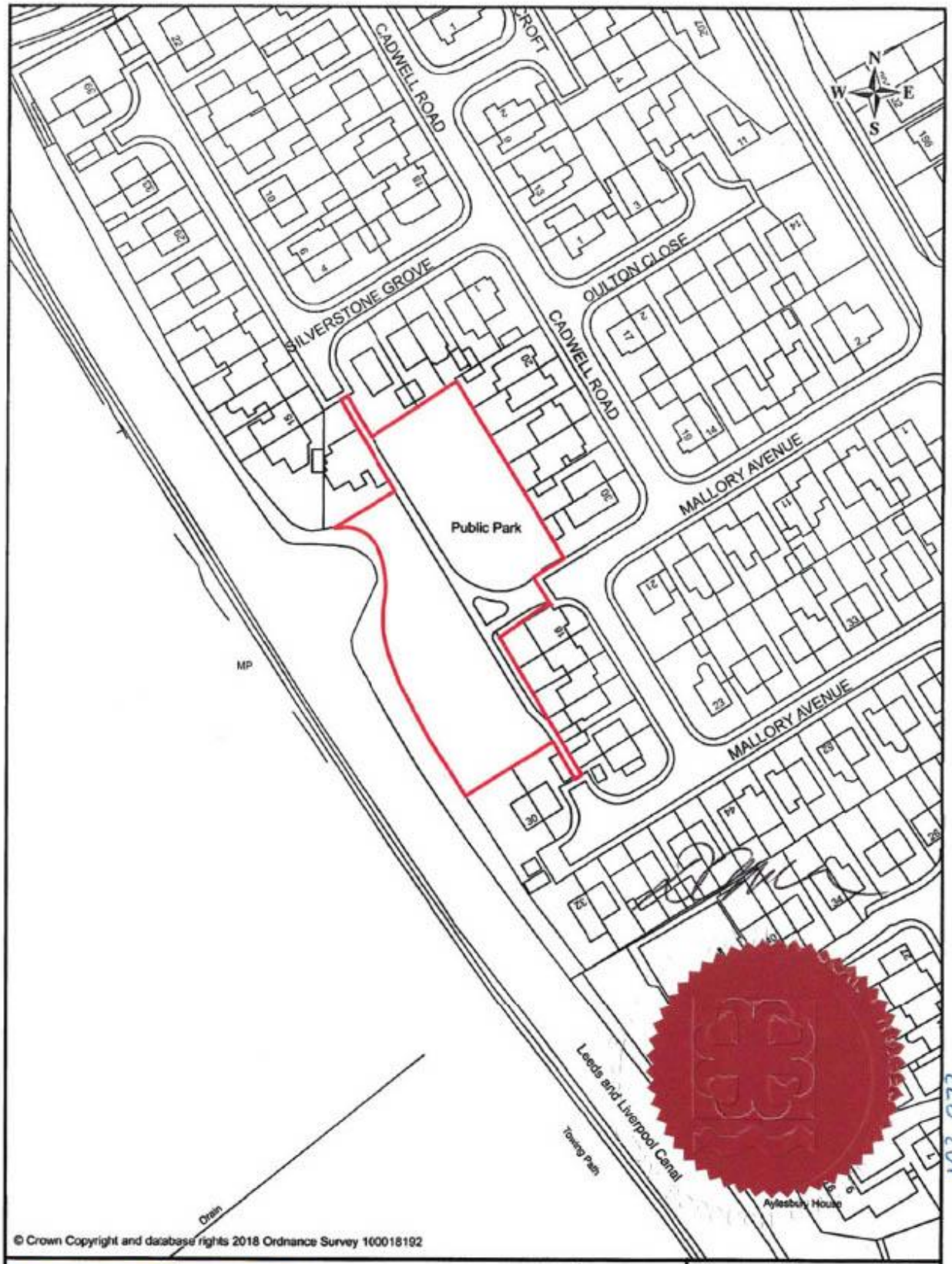
Scale 1:1250
Date 6/7/06
Drawn by KP

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102,971

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PLAN 3



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Sefton Council

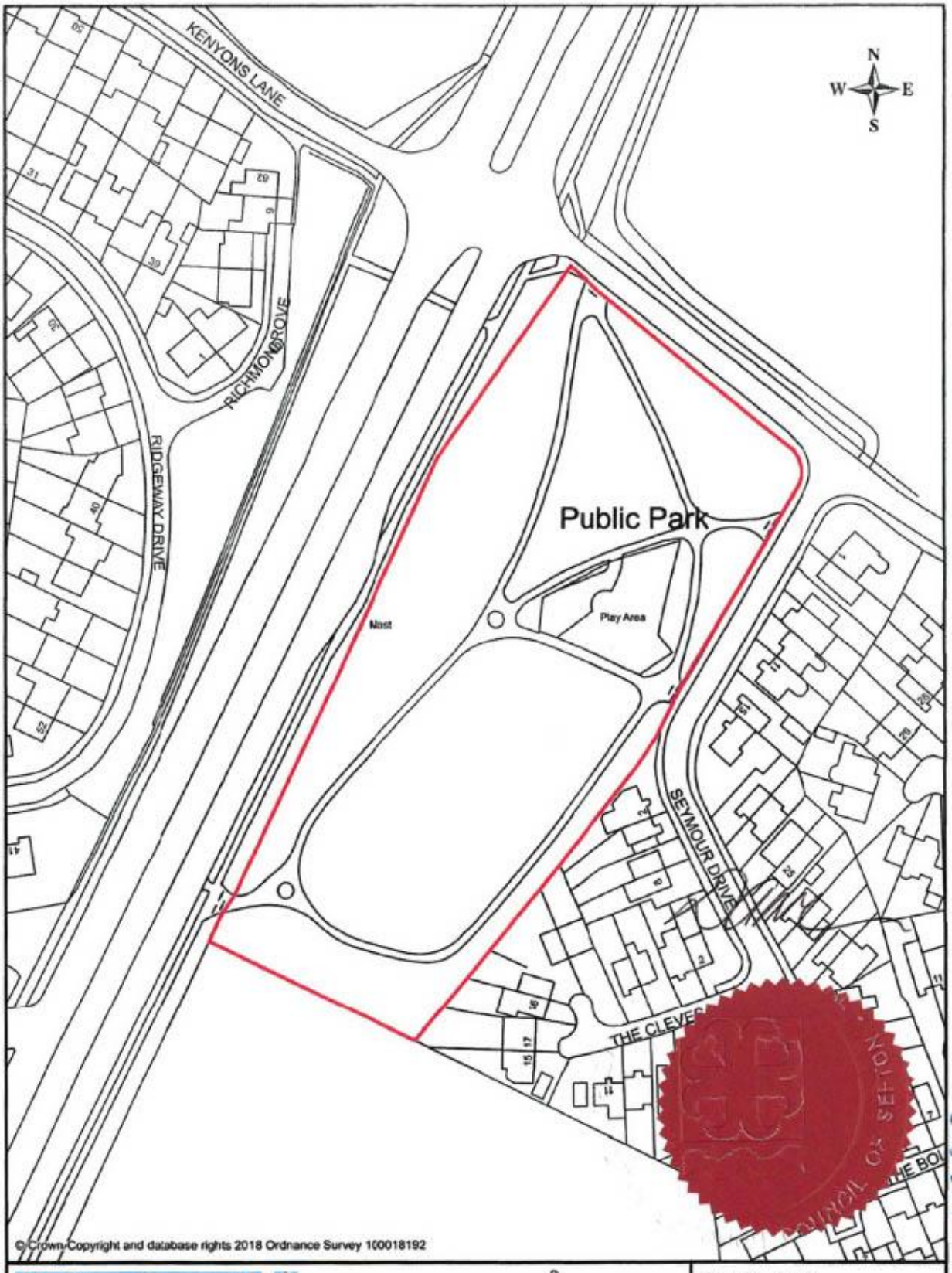
Playing Fields,
Mallory Avenue,
Lydiate, L31

[redacted]

Drawn by MCEND
Scale 1:1,250 @A4
Date 14/08/2018
File Pathname / Project / Drawing No.
Asset 1151

102,972

PLAN 4



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Sefton Council

Playing Fields,
Kenyons Lane,
Lydiate, L31

[redacted]

Drawn by MCEND
Scale 1:1,250 @A4
Date 14/08/2018
File Pathname / Project / Drawing No.
Asset 1153

102,973

Service Media: all media for the supply or removal of electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities, and all structures, machinery and equipment ancillary to those media.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in registers of title numbers MS173009, MS291451 and MS563136.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title.

1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

1.5 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

1.6 A reference to the **term** is to the Contractual Term.

1.7 A reference to the **end of the term** is to the end of the term however it ends.

1.8 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.9 Unless otherwise specified, a reference to a statute or statutory provision or to any directive or legislative instrument of the European Union is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.

1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time

and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.12 Unless the context otherwise requires, any words following the term **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.

1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.14 A reference to **writing** and **written** excludes fax and email.

1.15 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

1.16 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.19 Unless expressly provided otherwise, the obligations and liabilities of the parties under this lease are joint and several.

1.20 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

2. GRANT

2.1 The Landlord lets the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

(a) the Annual Rent and all VAT in respect of it;

(b) all interest payable under this lease; and

(c) all other sums due under this lease.

3. ANCILLARY RIGHTS

3.1 The Landlord grants the Tenant the following right (the **Right**):

(a) the right to use any Service Media that belong to the Landlord and serve the Property

3.2 The Right is granted in common with the Landlord and any other person authorised by the Landlord.

3.3 The Tenant shall exercise the Right in accordance with this lease and only in connection with the Tenant's use of the Property for the Permitted Use but not for any other purpose.

3.4 The Tenant shall comply with all laws relating to the Right and all reasonable regulations in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.

3.5 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Retained Land or the Landlord's Neighbouring Property nor any other neighbouring property nor is to be taken to show that the Tenant may have any right over any part of the Retained Land or the Landlord's Neighbouring Property or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**) notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use:

(a) the right to use, for the benefit of the Retained Land and Landlord's Neighbouring Property, all roads, tracks, paths and other rights of way across the Property;

(b) the right to use and to connect into Service Media on the Property which are in existence at the date of this lease, or which are installed or constructed during the term, for the benefit of the Retained Land and the Landlord's Neighbouring Property;

(c) the right to lay, repair, maintain, renew, inspect, replace or reroute any Service Media, roads and other rights of way or fences on the Property for the benefit of the Retained Land and the Landlord's Neighbouring Property;

(d) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Property along with the right to authorise agents of the grantee to enter the Property with or without vehicles, plant and machinery and carry out works on the Property, at the grantee's or Landlord's cost, which may be required under those agreements and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Property;

(e) at any time during the term, the full and free right to develop the Retained Land and the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term] as the Landlord may think fit;

(f) the right to enter the Property to inspect the condition of the Property and for any other purpose mentioned in or connected with:

(i) this lease;

(ii) the Reservations; or

(iii) the Landlord's interest in the Property;

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.3 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Property at any reasonable time and, except in the case of an emergency, after

having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for:

(a) physical damage to the Property; or

(b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Rights.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third Party Rights to enter the Property in accordance with its terms.

6. ANNUAL RENT AND OTHER PAYMENTS

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it on or before the Rent Payment Date if demanded and the first instalment shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, for the period from and including the date of this lease until the day before the next Rent Payment Date.

6.2 Payments of Annual Rent and any VAT in respect of it shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.

6.3 The Tenant shall pay all costs in connection with the supply and removal of all electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property. If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

6.4 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable at any time during the term in respect of the Property, its use and any works carried out there, except:

(a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

(b) any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

6.5 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

6.6 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.

6.7 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

6.8 The Annual Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. COMMON ITEMS

7.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other land.

7.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

8. INSURANCE

The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Property to provide cover in respect of each and every claim of not less than £10 million or such higher sum as the Landlord may from time to time direct in writing. The Tenant shall ensure that the interest of the Landlord is noted on the policy and shall, on demand by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.

9. VAT

9.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

9.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

10. USE, REPAIRS AND ALTERATIONS

10.1 The Tenant covenants with the Landlord, for the benefit of the Retained Land and the Landlord's Neighbouring Land, **not to**;

(a) use the Property for any purpose other than the Permitted Use.

(b) use the Property in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury, nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any other owner or occupier of neighbouring property;

(c) do anything to or on the Property that invalidates or may invalidate, in whole or in part, any insurance effected by the Landlord in respect of the Property, the Retained Land or the Landlord's Neighbouring Property;

(d) permit any trespass on the Property;

(e) obstruct any public road, service road, footpath, right of way or any means of access to the Property;

(f) install or re-route any Service Media on the Property; and

(g) make any alteration or addition to the Property or install or erect any equipment, buildings or other structures on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld and the Tenant shall, at the Landlord's request and at the Tenant's cost, remove the Tenant's installations and erections at the end of the term and make good any damage caused to the Property by that removal.

10.2 The Tenant covenants with the Landlord, for the benefit of the Retained Land and the Landlords Neighbouring Land that the Tenant **shall**:

(a) Repair and maintain the Property in a condition to the Landlord's reasonable satisfaction;

(b) repair and maintain all Property boundary fences to the Landlord's reasonable satisfaction;

(c) repair and maintain any playground/area on the Property in a condition to the reasonable satisfaction of the Landlord and shall replace any play equipment as and when required and at the Tenant's cost;

(d) keep the Property and, at the end of the term, leave the Property, clean, tidy and clear of rubbish and shall provide appropriate waste receptacles at the Property and empty and remove such waste without delay;

(e) keep and leave clean and in good repair, order and condition and free from obstruction all Service Media, field drains, fences, hedges, field walls, stiles, gates and posts, on the Property;

(f) prevent any third party rights or claims from accruing on or in relation to the Property and shall notify the Landlord forthwith after becoming aware of any such rights or claims.

10.3 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 10.3 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand. Any action taken by the Landlord pursuant to this clause 10.3 shall be without prejudice to the Landlord's other rights, including those under clause 17.

11. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

12. COMPLIANCE WITH LAWS

12.1 The Tenant shall comply with all laws relating to:

(a) the Property and the occupation and use of the Property by the Tenant;

(b) the use of all Service Media at or serving the Property;

(c) any works carried out at the Property; and

(d) all materials kept at or disposed of from the Property.

12.2 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Property or the Landlord's interest in the Property (and whether or not served pursuant to any law), the Tenant shall:

(a) inform the Landlord and allow the Landlord to copy the relevant document; and

(b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.

12.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.

13. PROHIBITION OF DEALINGS

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, or hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party.

14. RETURNING THE PROPERTY TO THE LANDLORD

14.1 At the end of the term, the Tenant shall return the Property to the Landlord in the repair and condition required by this lease and remove from the Property all chattels belonging to or used by the Tenant.

14.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than 10 working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

15. INDEMNITY

The Tenant shall indemnify the Landlord and keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

(a) the use of the Property in connection with the Permitted Use;

(b) any breach of any tenant covenants in this lease; or

(c) any act or omission of the Tenant or any other person on the Property with the Tenant's actual or implied authority.

16. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

17. RE-ENTRY AND FORFEITURE

17.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

(a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

(b) any breach of any condition or tenant covenant of this lease; or

(c) an Act of Insolvency

17.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end. Any right or remedy

of the Landlord in respect of any breach of the terms of this lease by the Tenant will remain in force.

18. ENTIRE AGREEMENT

This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

19. NOTICES, CONSENTS AND APPROVALS

19.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

(a) in writing and for the purposes of this clause an email is not in writing; and

(b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business or residence.

19.2 If a notice complies with the criteria in clause 19.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

19.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

(a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

(b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

19.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

(a) the approval is being given in a case of emergency; or

(b) this lease expressly states that the approval need not be in writing.

19.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

20. RIGHTS OF THIRD PARTIES

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

21. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Property

The property demised pursuant to this lease consists of and is collectively known as the Property:-

1. Land at Clent Gardens, Lydiate, Merseyside, as identified edged red on Plan 1 attached to this lease and registered under title number MS563136;

2. Land at Weld Blundell Avenue, Lydiate, Merseyside, as identified edged red on Plan 2 attached to this lease and registered under title number MS291451;

3. Land at Mallory Avenue, Lydiate, Merseyside as identified edged red on Plan 3 attached to this lease and part of land registered under title number MS173009; and

4. Land at Kenyons Lane, Lydiate, Merseyside as identified edged red on Plan 4 attached to this lease and part of land registered under title number MS173009.

The Common Seal of Sefton Metropolitan Borough Council was hereunto affixed As a deed in the presence of:



[redacted]

Authorised Signatory

DAVID MCCULLOUGH

Signatory Name

102,974

Executed as a deed by LYDIATE PARISH COUNCIL acting by two Council Members

[redacted]

Council Member Signature

JOHN BAILEY

Council Member Name

[redacted]

Council Member Signature

ANDREW WILSON

Council Member Name