# THIS UNILATERAL UNDERTAKING is made by DEED on the [*to be inserted by Breckland District Council*] DAY OF 202

**AND IS GIVEN BY**

[**FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]** Applicant

**[FULL NAME] of [FULL ADDRESS] Applicant**

**TO**

Breckland District Council Elizabeth House Walpole Loke Dereham NR19 1EE **Council**

## BACKGROUND

1. The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
2. The Applicant has made the Prior Approval Application and is proposing to carry out the Development.
3. The Applicant gives this undertaking to perform the obligations set out in this deed.

## AGREED TERMS

1. **INTERPRETATION**

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

* 1. Definitions

**Act**: the Town and Country Planning Act 1990 (as amended)

**Administration Fee**: the sum of £75.00

**Completion of Development:**  the date on which the Development becomes available for residential occupation.

Contribution**:** the sum of £221.17 Index Linked per dwelling granted Prior Approval for in the Prior Approval Application to be paid by the Applicant to the Council towards measures to mitigate the impacts of the Development as set out in the Norfolk Green Infrastructure and Recreational Impact Avoidance Mitigation Strategy March 2021.

Development**:** the development of the Land described in the Prior Approval Application.

Index Linked: Index linked from March 2021 until the date any payment referred to in this deed is made, such index linking being equivalent to any increase in the Retail Price Index (All Items) published by the Office of National Statistics (or if such index ceases to be published, another index notified to the Applicant by the Council.

**Land:** the freehold land at **XXXXXXXXXXXXXXXXX**.

Monitoring Fee: the sum of £75.00

Prior Approval Application**:** an application for prior approval under the Town and Country Planning (General Permitted Development) (England) Order 2015 (As Amended) submitted to the Council and allocated reference number **XXX/XXXX/XXXX/X.**

Prior Approval**:** the prior approval to be either required and granted or not required to be granted by the Council in respect of the Prior Approval Application.

* 1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  3. A reference to any party shall include that party’s personal representatives, successors and permitted assigns.
  4. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  5. Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
  6. References to clauses are to the clauses of this deed.
  7. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

1. **STATUTORY PROVISIONS**
   1. This deed constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972 and any other enabling powers.
   2. The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Applicant with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.
   3. This deed shall have effect from the date hereof.
   4. The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the Act.
   5. Without prejudice to clause 2.4, the obligations contained in this deed are also entered into by the Applicant with the intention that they are contractually enforceable by the Council under Common Law.
   6. This undertaking is capable of and may be registered as a Local Land Charge by the Council.
2. **COVENANTS BY THE APPLICANT WITH THE COUNCIL**
   1. The Applicant Covenants with the Council to pay the Administration Fee to the Council prior to determination of the Prior Approval Application.
   2. The Applicant Covenants with the Council to pay the Monitoring Fee to the Council prior to the determination of the Prior Approval.
   3. The Applicant Covenants with the Council to pay the Contribution to the Council prior to the Completion of Development.
3. DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Prior Approval:

1. expires before the Completion of Development; or
2. is varied or revoked other than at the request of the Applicant; or
3. is quashed following a successful legal challenge.

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

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| --- | --- |
| **[FOR INDIVIDUALS]** |  |
| **Executed and delivered** as a  deed by **[INSERT NAME]**  **Signature:** | …………………………………………. |
| in the presence of: |  |
| Witness signature  Witness name  Witness address  Witness occupation | ………………………………………  ………………………………………  ………………………………………  ………………………………………  ……………………………………… |

|  |  |
| --- | --- |
| **[FOR COMPANIES OPTION 1]** |  |
| **Executed and delivered** as a deed by **[COMPANY NAME]**  acting by a director and its secretary/two directors  **[INSERT DIRECTOR’S NAME]** | **………………………………………….**  **Director** |
| **[INSERT DIRECTOR’S/SECRETARY’S NAME]** | **………………………………………….**  **Director/Secretary** |

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PLEASE PROGRESS TO DECLARATION PAGE.]

**Certification**

I/we hereby certify that the attached is a full, complete and true copy of the Unilateral Undertaking dated [DAY] [MONTH] [YEAR] between [FIRST PARTY/PARTIES] and Breckland District Council, and that it can be relied on/it is enforceable to the same extent as the original.