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

**AND IS GIVEN BY**

1. [ **FULL COMPANY NAME ]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS** ] (“the First Owner”)
2. **[Delete if no further owners/persons with an interest in the land [FULL NAME]** of **[FULL ADDRESS ] (“the Second Owner”)]**
3. **[Delete if no mortgage [MORTGAGE COMPANY NAME]** of **[REGISTERED OFFICE ADDRESS] (“the Mortgagee”)]**

**TO**

Breckland District Council Elizabeth House Walpole Loke Dereham NR19 1EE **(“the 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 First Owner owns the Land and has made the Planning Application and is proposing to carry out the Development.
3. **[Delete if no further owners/persons with an interest in the land]** [The Second Owner [owns part of the Land and is entering into this deed to bind the Land]
4. The Owner [and the Second Owner] gives this undertaking to perform the obligations set out in this deed.
5. [the Mortgagee has a charge over the Land and enters into this deed to give its consent]

## AGREED TERMS

1. **INTERPRETATION**

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

* 1. Definitions

**2015 Act:** theSelf-Build and Custom Housebuilding Act 2015 (as amended)

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

**Administration Fee**: the sum of £100.00

**Commencement of Development:** the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is begun save that (for the purposes of this deed and for no other purposes) operations consisting of site clearance, demolition, archaeological investigations, ground surveys, removal of contamination, erection of any temporary means of enclosure, the temporary display of site notices and/or advertisements shall not constitute ‘Commencement of Development’

Custom Build Dwelling: means a dwelling to be constructed by or on behalf of an Eligible Person on a Plot for custom housebuilding as defined in Section 1(A1) and A(2) of the 2015 Act and occupied as their main residence

Development**:** the development of the Land as described in the Planning Application pursuant to the Planning Permission.

Eligible Person: means a person who is eligible (whether in their own right or as part of an association of individuals) to join the Self-Build and Customer Housebuilding Register or a person or company acting on behalf of such a person or a person approved by the Council in writing who has had or will have had to the reasonable satisfaction of the Council a primary input in the final design and layout of the Custom Build Dwelling and who shall take first occupation of each Custom Build Dwelling

**Land:** the freehold land at [ SITE ADDRESS ] shown edged red on the plan attached and registered at H M Land Registry under title number [ insert title number ]

Monitoring Fee: the sum of £150.00

Owner: means the First Owner [and the Second Owner]

Planning Application**:** an application for planning permission for [ description of development ] submitted to the Council and allocated reference number **XXX/XXXX/XXXX/X**

Planning Permission**:** the planning permission to be granted by the Council in respect of the Planning Application and/or any permission granted pursuant to Section 73 or 73A of the Act or any replacement permission for the Development.

Plot(s): means the plot(s) of land which are to be secured for custom housebuilding as defined in section 1(A1) and 1(A2) of the 2015 Act as “serviced plots of land” as defined by section 5(1) of the 2015 Act and on which Custom Build Dwellings will be constructed pursuant to the Planning Permission

Self Build and Custom Housebuilding Register: means the register of individuals and associations of individuals who are seeking to acquire serviced plots of land in the Council’s area for their own self-build and custom housebuilding maintained by the Council in accordance with the 2015 Act and the Self-Build and Custom Housebuilding Regulations 2016 or successor legislation

Title Check Fee: the sum of £100

* 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 Owner 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 this deed are enforceable by the Council in accordance with section 106 of the Act.
	5. This undertaking is capable of and may be registered as a Local Land Charge by the Council.
2. **OWNER OBLIGATIONS**

 The Owner hereby covenants and undertakes to the Council:

* 1. To pay the Contribution to the Council prior to Commencement of the Development
1. **COVENANTS AND WARRANTIES BY THE OWNER WITH THE COUNCIL**
	1. The Owner agrees and undertakes to pay the Administration Fee, the Monitoring Fee and the Title Check Fee to the Council on completion of this deed
	2. The Owner warrants that it is the freehold owner of the Land with full title guarantee and that there is no other person or body who is not a party to this deed whose consent is necessary to make this deed binding on all interests in the Land
2. DETERMINATION OF DEED

Save for Clause 4, this deed shall be determined and have no further effect if the Planning Permission:

1. expires before the Commencement of Development; or
2. is varied or revoked other than at the request of the Owner; or
3. is quashed following a successful legal challenge.
4. **[MORTGAGEE CONSENT**

The Mortgagee consents to this deed so that its interest in the Land is bound by the obligations contained in this deed and agrees that its security over the Land takes effect subject to the provisions of this deed PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed unless it takes possession of the Land and for the avoidance of doubt any person acquiring title to all or part of the Land as a result of the Mortgagee enforcing its security will be bound by the terms of this Deed]

THE Parties hereto have executed this document as a deed and it is delivered and takes effect on the date stated at the beginning of it.

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

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

|  |  |
| --- | --- |
| **[FOR COMPANIES OPTION 2]** |  |
| **Executed and delivered** as a deed by **[INSERT COMPANY NAME]** acting by **[INSERT DIRECTOR’S NAME]**,a director | **………………………………………….****Director** |
| in the presence of: |  |
| Witness signatureWitness nameWitness addressWitness occupation | ……………………………………………………………………………………………………………………………………………………………………………………………………… |

|  |  |
| --- | --- |
| **[FOR MORTGAGE COMPANIES]****Executed and delivered** as a deed by **[Authorised Signatory]** As [attorney] [an authorised signatory] for and on behalf of [C**OMPANY NAME]** |  |
|  | **………………………………………….****Authorised Signatory** |