



**COTSWOLD BEECHWOODS SPECIAL AREA OF CONSERVATION  
RECREATIONAL IMPACTS MITIGATION CONTRIBUTION**

**Town and Country Planning Act 1990  
Section 106 Unilateral Undertaking**

Relating to: ***Insert property address***

Application No: ***Insert planning application reference***

**THIS DEED and UNILATERAL UNDERTAKING** is made on the ***[insert date]***

**BY:**

***[INSERT FULL NAME OF OWNER OF APPLICATION SITE]*** of ***[address of owner]***  
("the Owner")

**TO:**

**COTSWOLD DISTRICT COUNCIL** of Council Offices, Trinity Road, Cirencester,  
GL7 1PX ("the Council")

**BACKGROUND**

- A. The Council is the Local Planning Authority for the purposes of the Act and for the area in which the Site is situated
- B. The Owner is the owner of the Site which is registered at the Land Registry under title number ***[insert title number of the application site]***
- C. A planning application has been submitted to the Council and the Owner has agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- D. Each obligation undertaken in this Deed by the Owner is a planning obligation for the purposes of Section 106 of the Act
- E. The Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.

## AGREED TERMS

### 1. Definitions

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

|   |  |
|---|--|
| <b>“the Act”</b>  | the Town and Country Planning Act 1990   |
| <b>“Administration Fee”</b>   | means the sum of five hundred and sixty five pounds (£565) to cover registration, administration and monitoring costs by the Council   |
| <b>“Application”</b>  | the application for planning permission for the Development which has been allocated planning reference number [insert planning application reference number]  |
| <b>“Commencement”</b>   | the carrying out of any material operation (as defined in Section 56 of the Act) forming part of the Development and <b>“Commence”</b> and <b>“Commenced”</b> shall be construed accordingly   |
| <b>“Development”</b>  | the [insert description of development e.g. erection of three dwellings] on the Site   |
| <b>“Cotswold Beechwoods Special Area of Conservation Mitigation Contribution”</b> | means the sum of [insert amount] (£771.79/unit) for expenditure on environmental and ecological mitigation measures (which for the avoidance of doubt are not infrastructure as defined by Section 216(2) of the Planning Act 2008) for the impact of development on the Cotswold Beechwoods Special Area of Conservation. |
| <b>“Late Payment Interest”</b>  | a rate calculated on a daily basis and compounded quarterly from the due date until payment at four per cent (4%) per  |

annum over Bank of England bank rate from time to time in force

**“Legal Costs”** means the sum of five hundred and twenty pounds (£520) towards the Council’s costs of as a contribution towards the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the review, negotiation completion and registration of this Undertaking

**“Plan”** the site location plan annexed to this Deed [insert drawing reference]

**“Permission”** the planning permission subject to conditions to be granted by the Council pursuant to the Application

**“Site”** the land known as [insert planning application site address] being the subject of the Application and shown edged red on the Plan.

## **2 Construction of this Deed**

- 2.1 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.2 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
- 2.3 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 them jointly and against each individually
- 2.4 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions

## **3 Legal Basis**

- 3.1 This Deed is made pursuant to Section 106 of the Act and all other enabling powers.

- 3.2 The undertakings, restrictions and other requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as Local Planning Authority against the Owner

#### **4 Conditionality**

This Deed is conditional upon the grant of the Permission by the Council and shall terminate in the event that the Permission expires without the Development having been Commenced

#### **5 The Owner's Undertakings**

The Owner undertakes so as to bind the Site and himself:

- 5.1 To pay the Administration Fee and Legal Costs upon submission of this Undertaking to the Council
- 5.2 Not to Commence or otherwise permit Commencement until the Cotswold Beechwoods Special Area of Conservation Mitigation Contribution is paid to the Council
- 5.3 To contact the Council prior to Commencement, informing them of the potential commencement date; thus enabling the Council to invoice the Owner for the sum set out in paragraph 1 (Cotswold Beechwoods Special Area of Conservation Mitigation Contribution)
- 5.4 To reimburse the Council in respect to all legal and administrative costs it incurs in connection with the enforcement of any provision of this Deed as a result of the Owner's non-compliance with this Deed
- 5.5 If any payment of any sum referred to in this Undertaking becomes due but remains unpaid, then the Owner shall pay the Council Late Payment Interest on any such unpaid amount from the date when the amount became due to the date it is paid in full to the Council

#### **6 Miscellaneous**

6.1 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.

6.2 The Owner acknowledges that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

6.3 This deed is a local land charge and shall be registered as such by the Council under the Local Land Charges Act 1975.

6.4 Until the covenants, restrictions and obligations in the Deed have been complied with, the Owner will give to the Council within 20 Working Days the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- a) the name and address of the person to whom the disposition was made; and
- b) the nature and extent of the interest disposed of.

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

6.6 This deed 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) will be governed by and construed in accordance with the law of England and Wales.

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

**SIGNED** as a **DEED** by \_\_\_\_\_ )

**[INSERT OWNER'S NAME(S)]** \_\_\_\_\_ )

in the presence of: \_\_\_\_\_ )

Signature of Witness:

Name, Address and Occupation of Witness: