

Unilateral Planning Obligation

Section 106: Town and Country Planning Act 1990

This DEED is made the ***** day of ***** 202x by the persons whose names and addresses are set out in the First Schedule below (“the Owners”)

WHEREAS

1. The Owners have a freehold (or leasehold) interest with full title guarantee in the freehold situated at the xxxxxxxxx shown edged red on the attached plan annexed hereto and registered at HM Land Registry under title number ***** (“the Land”)
2. The Owners consider that certain planning obligations should be entered into as of the date of this DEED subject to the provisions of this DEED in respect of the Land

THIS DEED WITNESSES as follows

1. Definition and interpretation

- 1.1 “The Act” means the Town and Country Planning Act 1990
- 1.2 “The Application” means the application for the Development lodged with the Council under application number xxxxxxxxxxxx.
- 1.3 “The Council” means the Kingston upon Hull City Council
- 1.4 “The Development” means xxxxxxxxxxxx
- 1.5 “The Index” means the ‘all items’ Index figure of the Index of Retail Prices published by the Office of National Statistics or any successor Office Department or Ministry
- 1.6 “The Planning Obligations” means the obligations specified in the Second Schedule
- 1.7 The word ‘dwelling’ includes any residential unit of accommodation.
- 1.8 The words ‘open space’ refers to ‘publicly accessible urban greenspace’ that could include Sustainable Urban Drainage measures as part of the design and ‘play space’ refers to local areas of play for children or other provision suited to youths, including equipment and suitable amenity safeguards.
- 1.9 Words importing one gender shall be construed as importing any other gender
- 1.10 Words importing the singular shall be construed as importing the plural and vice versa
- 1.11 The clause and paragraph headings in this Deed and the Schedules do not form part of the Deed and shall not be taken into account in its construction or interpretation
- 1.12 This Deed is governed by the Laws of England and in the event that any part of it is deemed to be unlawful or unenforceable this shall not affect any other part of this Deed

2. The Planning obligations

- 2.1 The Planning obligations are to be planning obligations for the purposes of Section 106 of the Act and may be enforced by the Council against the Owners and any persons deriving title from them
- 2.2 The Planning obligations shall not come into effect until development (within the meaning of Section 56 of the Act) has commenced in reliance upon the planning

consent for the Development save for paragraph 2.3 below which has immediate effect.

- 2.3 The owner shall pay to the Council prior to the issue of any decision notice related to the application the sum of £150 for the Council's Legal Costs related to this undertaking.

**THE FIRST SCHEDULE
(the owners)**

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(full names and address needed)

**THE SECOND SCHEDULE
(the Planning Obligations)**

Open space / Play space contribution.

1. The owners shall pay to the Council within 6 months of first occupation of the Development, or within 2 years of commencement of the development (whichever is the earlier), the sum of:-

Open space / Play space contribution = £xxx

to be used by the Council towards the provision and/or improvement of open space and/or play space

(DELETE/INSERT ACCORDINGLY)

- at aaa [an identified site - if known/delete if not known]
- within 1 kilometre (maximum distance) including if within the neighbouring ward or the ward boundary that this application site falls within (whichever is the closer to the application site)

2. In addition a sum equivalent to 25% of the total of the sums referred to in regards provision of open space provision and/or play space above is further required prior to the commencement of works to be used for the subsequent maintenance of the open space but only in cases applicable to new open space/play space which is to be maintained by Hull City Council or others on their behalf, unless is otherwise agreeable in writing.

Tree planting contribution

3. Tree planting contribution, equivalent to three new trees per dwelling, when these cannot be provided on site. At a rate of £50 per tree off-site. The contribution for off-site trees shall be paid prior to the occupation of the first dwelling on site, unless otherwise agreed beforehand in writing with the Local Planning Authority .

Tree planting contribution = £xxxx

Affordable Housing *(Delete section if not applicable)*

4. The development approved shall have a provision of at least 10% or 15% of the units as affordable housing as part of the development within the site (unless the developers have previously entered into a binding agreement with the Council to secure the provision of all or part of the requirement elsewhere).
5. The affordable housing shall meet the definition of affordable housing in Annex 2 of the National Planning Policy Framework or any future guidance that replaces it. The affordable housing shall include:
 - a. Confirmation of dwellings to be provided as affordable housing including number of bedrooms per dwelling;
 - b. Confirmation of the phasing of delivery of the affordable housing; and
 - c. The arrangements for the management of the affordable housing to ensure it is affordable for both first and subsequent occupiers of the affordable housing.
6. The Owner shall, not later than three years after the Commencement of Development, construct the on-site Affordable Housing, together with all associated roads, footpaths, parking spaces and services, in a good and workmanlike manner, with good quality materials, in accordance with the Planning Permission and to the relevant standards laid down by the National House-Building Council, so as to secure the National House-Building Council's Buildmark cover (or any equivalent cover that may be introduced in substitution for the current Buildmark scheme)
7. At any time, not later than three years after the Commencement of Development, the Owner shall notify the Council in writing of the commencement of the Offer Period

General

8. The Contribution(s) shall be increased in line with the Index which shall be applied from the date of this obligation to the payment date.
9. The Contribution(s) may be reduced in accordance with agreed on-site provision of open space, trees or equivalent works, such reduction to be agreed between the owners and the Council. The owners shall submit such a scheme prior to commencement of the development and then carry out as approved by the same dates as set out for payment of the contributions in the Second Schedule, unless otherwise agreed beforehand.
10. Payment of the Contribution(s) is made on the understanding that the Council will utilise all or part of the Contribution(s) for the Planning Obligations within ten years of payment thereof and that after ten years any unused part or parts of the Contributions will be repaid to the Owners with interest in line with the index.
11. The Owner shall notify the Council (Planning Service) of any change of address or if the company involved is at risk of becoming insolvent. Should this not occur then the Council will charge £500.

12. The Owner shall give to the Council (Planning Service) written notice not less than fourteen days before any relevant triggers referred to above that payment is to be made. The owner shall be liable for £200 should they not inform the Council within 14 working days of an anticipated development start date or if the triggers identified in the s106 have been met; and £200 following expiry of the due payment date or instalment payment dates not being complied with (providing the triggers outlined in the s106 agreement have been implemented).
13. The obligation of the Owner in this undertaking shall be binding on the Owner and anyone deriving title from them but no-one shall extinguish liability upon them upon transfer for any obligations for which they have become liable prior to such transfer.
14. This undertaking shall be registered as a Local Land Charge. The Council will cancel the registration upon written request from the owner, or their successor in title as the case may be, following fulfilment of all the obligations of the owner in the second schedule.
15. By completing and signing below the Owner confirms that the Land subject to this unilateral undertaking is not mortgaged.
Or
The Land subject to this unilateral undertaking is mortgaged to #####. The mortgagee consents to this unilateral undertaking by its attestation or evidenced by its letter of consent attached.

IN WITNESS whereof the owner has executed this document as a deed the day and year first before written
EXECUTED as a Deed

By ##### (signature)
Name, Position in company (e.g. Director/Secretary), company name, and address to be inserted below

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The Mortgagee consents to the entering of this Unilateral Undertaking on the local land charges register

By ##### (signature)
Name, Position in company (e.g. Director/Secretary), company name, and address to be inserted below

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In the presence of
Witness signature, name and address to be inserted below

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