**COTSWOLD BEECHWOODS SPECIAL AREA OF CONSERVATION**

**RECREATIONAL IMPACTS MITIGATION CONTRIBUTION**

**PAYMENT ON COMPLETION OF THE S106**

**PLANNING PERMISSION YET TO BE GRANTED**

**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:**

**(1) *[iNSERT NAME OF OWNER of application site]*** of [*address of owner]*(“**the Owner**”)

**TO:**

**[name of] COUNCIL of [council address]** (“**the Council**”)

**BACKGROUND**

* 1. The Council is the Local Planning Authority for the purposes of the Act and for the area in which the Site is situated
  2. 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]*
  3. A planning application has been submitted to the Council and the Owner enters into this Deed in order to secure the planning obligations contained in this Deed
  4. Each obligation undertaken in this Deed by the Owner is a planning obligation for the purposes of Section 106 of the Act enforceable by the Council

**NOW THIS DEED WITNESSES AS FOLLOWS**

1. **Definitions**

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

|  |  |
| --- | --- |
| “**the Act**” | the Town and Country Planning Act 1990 |
| “**the Application**” | the application for planning permission for the Development which has been allocated planning reference number [*insert planning application reference number*] |
| “**Commencement**” | the carrying out of any material operation (as defined in Section 56 of the Act) forming part of the Development and “Commence” and “Commencement of Development” shall be construed accordingly |
| “**the Development**” | the [*insert application description of development e.g. erection of three dwellings*] on the Site as set out in the Application |
| **“Cotswold Beechwoods Special Area of Conservation Mitigation Contribution”** | means the sum of [*insert amount – sum of £673 x no. of net additional dwellings*] for expenditure on environmental and ecological mitigation measures for the impact of development on the Cotswold Beechwoods Special Area of Conservation. |
|  |  |
|  |  |
| **“Late Payment Interest”** | 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 |
|  |  |
| “**the Plan**” | the site location plan annexed to this Deed |
|  |  |
| “**the Site**” | the land known as [*insert planning application site address*] being the subject of the Application and shown edged red on the Plan. |
| “**Working Day(s)”** | means any day except Saturdays or Sunday or a bank holiday or any day which in England and Wales are public holidays |

## 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 The Owner’s Undertakings

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

4.1 To pay the Council the Cotswold Beechwoods Special Area of Conservation Mitigation Contribution on completion of this Deed

4.2 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

4.3 If any payment of any sum referred to in this Unilateral 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

4.4 To pay to the Council on completion of this Deed the reasonable legal and administration costs of the Council incurred in the checking and registration of this Deed

## 5 Miscellaneous

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.

**Signed** as a **deed** by )

**[INSERT OWNER’S /OWNERS’ NAME(S)]** )

in the presence of: )

Signature of Witness:

Name, Address and Occupation of Witness: