



A proposed draft Unilateral Undertaking for securing the delivery of the dwellings as self build.

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

BY:

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

and

[Livedin Custom Build (Ruris UK Ltd)] of *[St Marys Mill, Chalford, Stroud, GL6 8NX]* (“**the Applicant**”)

TO:

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

BACKGROUND

The Owner owns the Property

The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated.

The Applicant has made the Application on behalf of the Owner.

As the Development is for Self-Build Homes it is necessary to ensure that the approved dwellings meet the definition Self-Build Homes as set out in the Self-build and Custom Housebuilding Act 2015.

In the event that Planning Permission is granted this undertaking will come into effect.

The Owner and the Applicant have agreed to enter into this undertaking to perform the obligations set out in this deed.

[The obligations contained in this deed shall only be binding on the Owner and Applicant if the officer or inspector determining the Application or Appeal is satisfied that the planning obligations contained in this deed are necessary to ensure that Planning Permission is granted for the Development and are fairly and reasonably related in scale and kind to the Development and thus satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

AGREED TERMS

Definitions

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

Act: the Town and Country Planning Act 1990

Appeal: an appeal against:

the refusal of the Determining Authority to grant Planning Permission;

the non-determination of the Planning Application; or

any one or more conditions attached to the Planning Permission.

Application: the application for planning permission for the Development being *[insert description of development]* for Self-build or Custom Build Residential Dwellings

Council: *{{Council name and Address}}*

Development: the development of the Property described in the Application.

Property: {{Address or description of the property}} shown edged red on the Plan and registered at HM Land Registry with absolute title under title number {{Land Registry Title Number}}

Planning Permission: the planning permission with application No. ##### granted in relation to the Property for the Development

Plan: the plan attached at Schedule 2

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

Residential Unit: means any single unit of residential occupation constructed on the Property pursuant to the Planning Permission as part of the Development

Self-build and Custom Housebuilding: has the meaning given to it in section 1 of the Self-build and Custom Housebuilding Act 2015 (including any amending or replacing legislation for the time being in force) and Self-build or Custom Build Residential Dwellings shall be construed accordingly

First Occupation: means the first occupation of a Residential Unit or Dwelling for the purposes permitted by the Planning Permission.

Clause headings shall not affect the interpretation of this deed.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

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.

References to clauses and Schedules are the clauses and Schedules of this deed. 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.

References to the Council shall include the successors to its respective statutory functions.

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

The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

Until the obligations in Schedule 1 have been complied with the Owner will give to the Council within 10 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:

the name and address of the person to whom the disposition was made; and

the nature and extent of the interest disposed of.

NO FETTER OF DISCRETION

Nothing (contained or implied) in this Deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

(i) expires before the Commencement of Development,

(ii) is varied or revoked other than at the request of the Owner or the Applicant

STATUTORY PROVISIONS

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.

The obligations contained in this clause 4 of the deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner and the Applicants with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.

The obligations contained in clause 4 of this deed are enforceable by the Council in accordance with section 106 of the Act.

CONDITIONALITY

This deed is conditional on and shall only come into effect immediately upon the date of the grant of the Planning Permission.

RELEASE

No person shall be liable for any breach of any of this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

LOCAL LAND CHARGE

This deed is capable of being registered by the Council as a local land charge.

OWNER'S OBLIGATIONS

The Owner covenants with the Council to observe and perform the obligations, covenants, restrictions and requirements set out in the body of this Deed and in the Schedules hereto.

THIRD PARTY RIGHTS

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.

IN WITNESS WHEREOF the Owner and the Applicant have executed this document as a Deed under hand the day and year before written

Signed as Deed by:

{NAME OF OWNER}} (the Owner)

.....

In the presence of:

Signature witness:

..... Name witness:

Address:

Signed as a Deed by:

{{ Director Name }}

Director for Ruris UK LTD

.....

In the presence of:

Signature witness:

..... Name witness:

Address:

SCHEDULE 1

The Owner hereby covenants with the Council as follows:

- 1.1 The construction of each Residential Unit shall be for the purpose of providing Self-build and Custom Housebuilding.
- 1.2 The First Occupation of each Residential Unit shall be by a person or persons who is registered with the Council and recorded on the register maintained pursuant to either section 1 or 2 of the Self Build and Custom Housing Building Act 2015 as amended by the Housing and Planning Act 2016.

SCHEDULE 2 - Plan

(to add)