THIS **UNILATERAL UNDERTAKING** is made by **DEED** on the 19th of August 2024.

AND GIVEN BY

HTE Holdings Limited, incorporated and registered in England and Wales with company number 11196795 whose registered office is at Wellesley House, 204 London Road, Waterlooville, Hampshire, P07 7AN (Owner)

Heidi Elliott of 35 North Shore Road, Hayling Island, Hampshire, P011 OHN (Owner)

TO

The Council of the Borough of Havant of Public Service Plaza Civic Centre Road Havant P09 2AX **(Council)**

BACKGROUND

(A) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.

(B) The Owner owns the Land and has made the Planning Application and is proposing to carry out the Development.

(C) The Owner gives this undertaking to perform the obligations set out in this deed.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Act: the Town and Country Planning Act 1990.

Administration Fee: the sum of £46.

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 purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, site survey works, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services and "Commence Development" and similar expressions shall be construed accordingly.

Nutrient Mitigation Contribution: the sum of £9,878.44 (inclusive of a 5% monitoring fee) as a contribution towards measures to mitigate the water quality impacts of the Development on the Solent European Sites.

SRMS Contribution: the sum of £2,657.55 (inclusive of a 5% monitoring fee) as a contribution towards measures to mitigate the impacts of the Development on the Solent Special Protection Areas in accordance with the Solent Recreation Mitigation Strategy dated 1 April 2018.

Development: the development of the Land described in the Planning Application.

Land: the freehold land at Land Rear of 25 Mengham Road, Hayling Island, PO11 9BG

Planning Application: an application for planning permission registered by the Council on 29/02/2024 under reference number APP/24/00200

Planning Permission: the planning permission granted/to be granted by the Council in respect of the Planning Application.

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

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

1.4 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.5 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.

1.6 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.

1.7 References to clauses are to the clauses of this deed.

1.8 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.

2. STATUTORY PROVISIONS

2.1 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.

2.2 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 the Owner in the Land and their respective successors and assigns.

2.3 This deed shall have effect from the date hereof.

2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the Act.

3. OWNERS COVENANTS WITH THE COUNCIL

3.1 The Owner covenants to pay the Nutrient Mitigation Contribution, the SRMS Contribution and the Administration Fee to the Council on the date of this deed.

3.2 Subject to clause 3.4, the Owner covenants that clause 3.1 shall apply to any subsequent planning permission that is granted by the Council under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission or any subsequent permission granted under such powers ("Subsequent Permission") and the Planning Permission and the Development shall be construed to include the development as granted under a Subsequent Permission.

3.3 Where clause 3.2 is engaged, the Owner agrees and acknowledges that the Council may treat the Contribution and Administration Fee as having been made under any Subsequent Permission.

3.4 For the avoidance of doubt, clause 3.3 shall not be construed as to require the Owner to fulfil the covenant provided at clause 3.1 more than once.

4. DETERMINATION OF DEED

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

(a) expires before the Commencement of Development;

(b) is revoked; or

(c) is quashed following a successful legal challenge.

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

[FOR INDIVIDUALS]

Executed and delivered as a

deed by Heidi J. Elliott

in the presence of:

Witness signature

Witness name

Witness address

Witness occupation

[redacted]

Director.....

[FOR COMPANIES OPTION 1]

Executed and delivered as a deed by

HTE Holdings Ltd.

acting by two directors

Heidi J. Elliott

[redacted]

Director

[INSERT DIRECTORS NAME]

.....

Director

[FOR COMPANIES OPTION 2]

Executed and delivered as a deed by [INSERT COMPANY NAME] acting by [INSERT DIRECTORS NAME], by a director

.....

Director

in the presence of:

Witness signature .....

Witness name .....

Witness address .....

.....

Witness occupation .....