

THIS **UNILATERAL UNDERTAKING** is made by **DEED** on the (to be inserted by Havant Borough Council 19th of October 2020)

**AND GIVEN BY**

Douglas Construction Limited incorporated and registered in England and Wales with company number 04448465 whose registered office is at 3 Stafford Road, Southsea, Hants, PO5 2AD

**TO**

The Council of The Borough of Havant of Public Service Plaza Civic Centre Road  
Havant PO9 2AX

**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 £23

**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 Agreement 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, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" and similar expressions shall be construed accordingly

**Contribution:** the sum of £6,157.00 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 Manor Road Nurseries, Manor Road, Hayling Island, PO11 0QL.

**Monitoring Fee:** the sum of £307.85 (calculated as 5% of the Contribution).

**Planning Application:** an application for planning permission registered by the Council on 13 September 2019 under reference number APP/18/01297.

**Planning Permission:** the planning permission 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 those persons 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. COVENANTS WITH THE COUNCIL**

The Owner covenants with the Council to pay the Contribution, Administration Fee and Monitoring Fee to the Council on the date of this deed.

### **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 varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

### **5. FUTURE PERMISSIONS**

5.1 Nothing in this deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.

5.2 This deed shall apply to any planning permission subsequently granted under Section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission (a "Subsequent Permission") and the Planning Permission shall be construed to include the development as stated in the Subsequent Permission unless otherwise required by the Council.

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

**Executed and delivered** as a deed by  
Douglas Construction Limited acting by  
Christopher Douglas Hurley, by a director



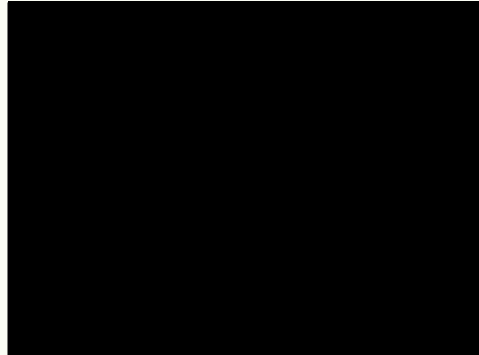
.....  
**Director**

in the presence of:

Witness signature

Witness name

Witness address



Witness occupation

15/10/2020