DATED: 24th April 2025

Mr D R Dhese-Biggs

TO

Huntingdonshire District Council

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990

relating to a wheeled bin contribution arising from proposed residential development at

8 Pepys Road,
Brampton
Huntingdon,
Cambs.
PE284PQ

THIS UNDERTAKING is made the 24th day of April Two thousand and Twenty-five.

By

1. Parties

1.1 *David Dhese-Biggs. 8 Pepys Road, Brampton, Huntingdon, Cambs. PE28 4PQ*

1.2 *(Insert full name and address of "The Mortgagee")*[1]

And given to

1.3 The Council

2. Definitions and Interpretation

2.1 In this Deed:

2.1.1 "the Council" means Huntingdonshire District Council of Pathfinder House, St. Mary's Street, Huntingdon, Cambridgeshire, PE29 3TN.

2.1.2 "1990 Act" means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004

2.1.3 "Commencement of Development" means the implementation of thePlanning Permission by the carrying out of a material operation as defined by Section 56(4) of the Act save that for the purposes of determining whether a material operation has been carried out, ground and archaeological investigations, site clearance and demolition, the erection of fences and hoardings and the creation of a site compound, temporary access and haul roads shall be disregarded

2.1.4 "Deed" means this Deed

2.1.5 "Application" means the application dated 24th October 2024 for planning permission (reference number 24/01968/FUL) for the development of the Site by the provision of a two bedroom bungalow.

2.1.6 "Permission" means planning permission granted pursuant to the Application

2.1.7 "the Plan" means the plan annexed hereto (Attach plan)

[1] Delete if not applicable

2.1.8 "Site" means the land situated at
8 Pepys Road, Brampton, Huntingdon, Cambs. PE28 4PQ
aforesaid shown edged red on the Plan

2.1.9 "Wheeled Bin Contribution" means the sum of £ 170.00 (or £170 per dwelling and £699.00 per communal bin) towards the provision of wheeled bins facilities for the Development

2.2 In this Deed where the context so requires references:

2.2:1 to Clauses are references to Clauses in this Deed

2.2:2 to any Act of Parliament refers to the Act as it applies at the date of this Deed and any later amendment or re-enactment of it

3 Recitals

3.1 The Owner is the owner of the freehold of the Site (which is registered with title absolute at HM Land registry under Title number CB392876 [2]) *(subject to a legal charge in favour of the Mortgagee[3])*

3.2 The Council is the local planning authority within the meaning of the 1990 Act for the area within which the Site is situate and by whom the obligations on the part of the Owner herein contained will be enforceable

4. Legal Effect

4.1 This Deed is made pursuant to Section 106 of the 1990 Act to the intent that it shall bind the Owner and its successors in title to each and every part of the Site as herein provided and the covenants contained in Clause 5 hereof are planning obligations for the purposes of Section 106 of the 1990 Act

4.2 This Deed (except clause 6 which shall have immediate effect) shall come into effect upon the grant of the Permission

4.3 This Undertaking is a local land charge and will be registered as such

5 The Owner's Covenants

The Owner covenants with the Council to make the Wheeled Bin Contribution to the Council within 14 days of the Commencement of

[2] Insert Title Number if Site registered at HM Land registry. Delete words in brackets if not applicable.

[3] Delete words in brackets if not applicable

Development ensuring planning permission (reference number 24/01968/FUL) is quoted with the payment.

6. Interest on Late Payment

In the event of any delay in making the Wheeled Bin Contribution interest shall be payable on the amount payable at the rate of four per cent per annum above National Westminster Bank Plc base lending rate from time to time in force from the date that the Wheeled Bin Contribution falls due to the date of actual payment

7. Rights of Third Parties

For the avoidance of doubt none of the provisions of the Contract (Rights of Third Parties) Act 1999 shall apply to this Deed

8. *Consent*

The Owner hereby certifies that the Mortgagee has consented to the completion of this Undertaking and acknowledges that from the date hereof the Site shall be bound by the covenants restrictions and stipulations contained herein[4]

(IF INDIVIDUAL)

SIGNED and delivered as a deed by

the said Owner

[redacted]

Somersham
PE28 3DJ

[4] Delete clause if not applicable

(IF COMPANY)
Executed and delivered as a Deed

by the Owner Acting by two directors

or by a director and its secretary

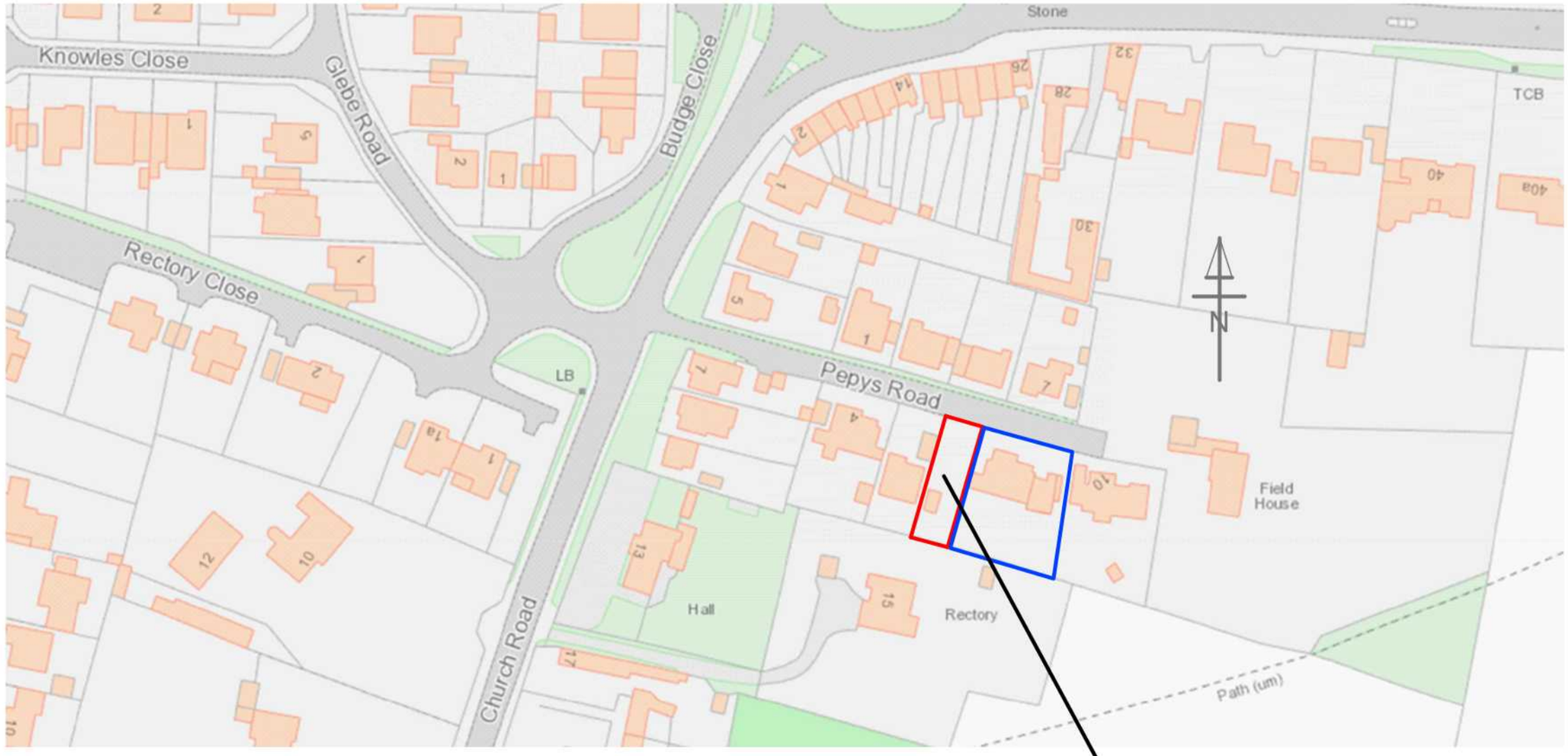
(Signature of first director)

(Print name)

(Signature of second director / secretary[5])

(Print name)

[5] Delete as apprpriate



General Notes

No.	Revision/Issue	Date

Drawing Title
Location plan

Project Name and Address
8 Pepys Road
Brampton

Project	Sheet
RPH/23/010	23/010/004 Rev B
Date: Feb 2024	
Scale: 1:1250 A3	