22352

DATED 8TH APRIL 2025

(INSERT DETAILS OF OWNER)

MR PAUL HUNT AND MRS BEVERLEY HALL

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

PLOT SOUTH OF GEORGIAN HOUSE, GREAT NORTH ROAD, ALCONBURY, CAMBRIDGESHIRE, PE28 4ER

THIS UNDERTAKING is made the 8 day of APRIL Two thousand and ~~TWENTY~~ Five

By

1. Parties

1.1 *(Insert full name and address of "The Owner")* MR PAUL HUNT & MRS BEVERLEY HALL

1.2 ~~*(Insert full name and address of "The Mortgagee")*~~[1] THE RED HOUSE, GREAT NORTH ROAD, ALCONBURY PE28 4ER

And given to

1.3 The Council

2. Definitions and Interpretation

21 In this Deed:

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

21.2 "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

21.3 "Commencement of Development" means the implementation of the Planning 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

21.4 "Deed" means this Deed

21.5 "Application" means the application dated 02.01.2025 for planning permission (reference number 25/00057/STD) for the development of the Site by the provision of A SINGLE DWELLING HOUSE

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

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

[1] Delete if not applicable

2.1.8 "Site" means the land situated at SOUTH OF GEORGIAN HOUSE, GREAT NORTH ROAD, ALCONBURY aforesaid shown edged red on the Plan

2.1.9 "Wheeled Bin Contribution" means the sum of £ 170.00 (or £170.00 per dwelling and £669.00 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 .....[2]) CB473817 *(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 25/00057/STB) 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)

[redacted]

[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)

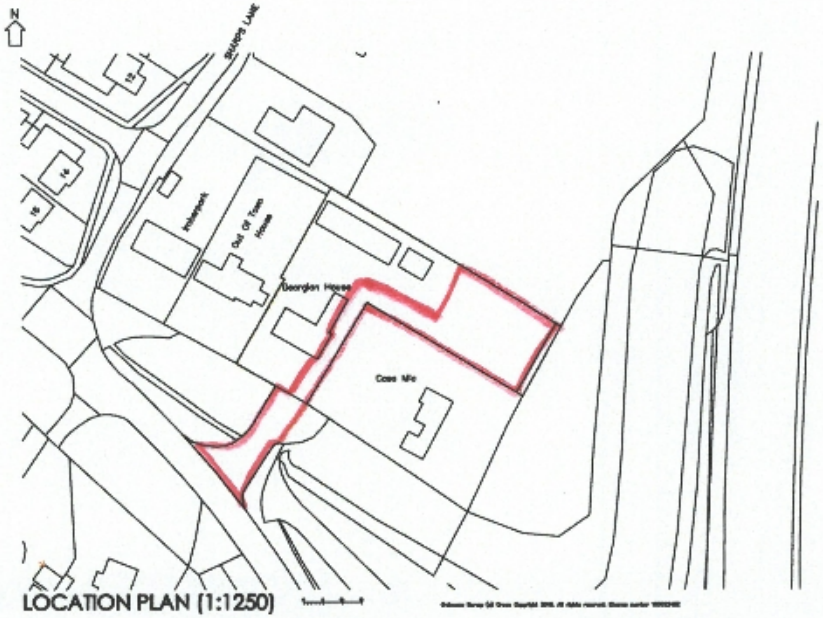
(Signature of second director / secretary[5])

(Print name)

Privacy Notice
Why are we asking for your personal information?
We require your personal data to assess and process your application
This is in compliance with a legal obligation under section 106 of the Town & Country Planning Act
You hold the following rights with regard to the personal data you provide us:
You have the right to receive a copy of your personal data. You have the right to have any inaccurate or incomplete personal data rectified, The right to request a restriction of the processing of your personal data in situations where it is inaccurate, unlawful, and no longer needed for the purposes for which it was originally collected.
Sharing your information
We share information within the council to ensure services are provided appropriately. We may share your personal data within the Council and with other agencies such as the Environment Agency, regulatory authorities, police,etc if there is a legal reason do so.
We may process the information you provide to prevent and detect fraud in any of our systems and may supply information to government agencies, credit reference agencies, audit or other external bodies for such purposes. We participate in the government's National Fraud Initiative.
If any of the information we have about you is incorrect, please tell us, we are reliant on you assisting us to keep your information accurate and up to date.
Retention of your personal information
We only keep your information as long as necessary, for some items this will be dictated by law. You can find out more by looking at the council's Retention Policy on the website.
We do not routinely process any information about you outside the UK. We will not transfer your personal data outside of the EU.
Huntingdonshire District Council is a registered Data Controller with the Information Commissioner's Office.
You can find out more about how we handle your data by visiting the council's Privacy Notice page at www.huntingdonshire.gov.uk/privacy. If you have a query regarding your rights please contact the Data Protection Officer who can be contacted by emailing infogov@3cshareds ervices.org or you can write to the Council and mark your letter for the attention of the Data Protection Officer. Alternatively you can call 01480 388388

You have the right to lodge a complaint with the Information Commissioner's Office (ICO) should you believe any part of this statement to be unlawful.

[5] Delete as appropriate



LOCATION PLAN (1:1250)

CAMPBELL McCRAE Limited
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Registered number: 7933594. Registered in England and Wales. Registered address: 88 High St, Ramsey, Cambs, PE26 1BS

Project:
PROPOSED NEW DWELLING ON LAND ADJOINING GEORGIAN HOUSE, ALCONBURY

Drawing title:
LOCATION PLAN

Scale	Date	Dwg No.	Revision
1:1250@A3	NOV 24	22352_300	C

Use figured dimensions only, do not scale.
Campbell McCrae Ltd can accept no responsibility for the interpretation of this drawing when the practice is not named as contract administrator in the building contract.