DATED 13 March 2025

Ely Diocesan Board of Finance

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

The former All Saints church in Denton, Peterborough PE7 3SD

THIS UNDERTAKING is made the 13th day of March Two thousand and twenty five

By

1. Parties

1.1 *The Ely Diocesan Board of Finance, Etheldreda House, Lancaster Way Business Park, Witchford, Ely, CB6 3NX*

1.2 *(Insert full name and address of "The Mortgagee") n/a*

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 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

2.1.4 "Deed" means this Deed

2.1.5 "Application" means the application dated 3rd January 2025 for planning permission (reference number 24/02361/FUL) for the development of the Site by the provision of conversion of former church building into residential accommodation.

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

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

2.1.8 "Site" means the land situated at Denton, Peterborough PE7 3SD aforesaid shown edged red on the Plan

2.1.9 "Wheeled Bin Contribution" means the sum of £ 170 (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)~~

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

~~*(subject to a legal charge in favour of the Mortgagee3)*~~

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

Development ensuring planning permission (reference number 24/02361/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 Delete clause if not applicable

(IF INDIVIDUAL)

SIGNED and delivered as a deed by

the said Owner

(Signature)

in the presence of *(Print name)*

(Signature)

(Address of witness)

(Occupation of witness)

5

(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) [redacted]

(Print name) [redacted]

(Signature of ~~second director~~ / secretary5) [redacted]

~~5 Delete as appropriate~~

(Print name) ~~Privacy Notice~~ [redacted]

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Why are we asking for your personal information?

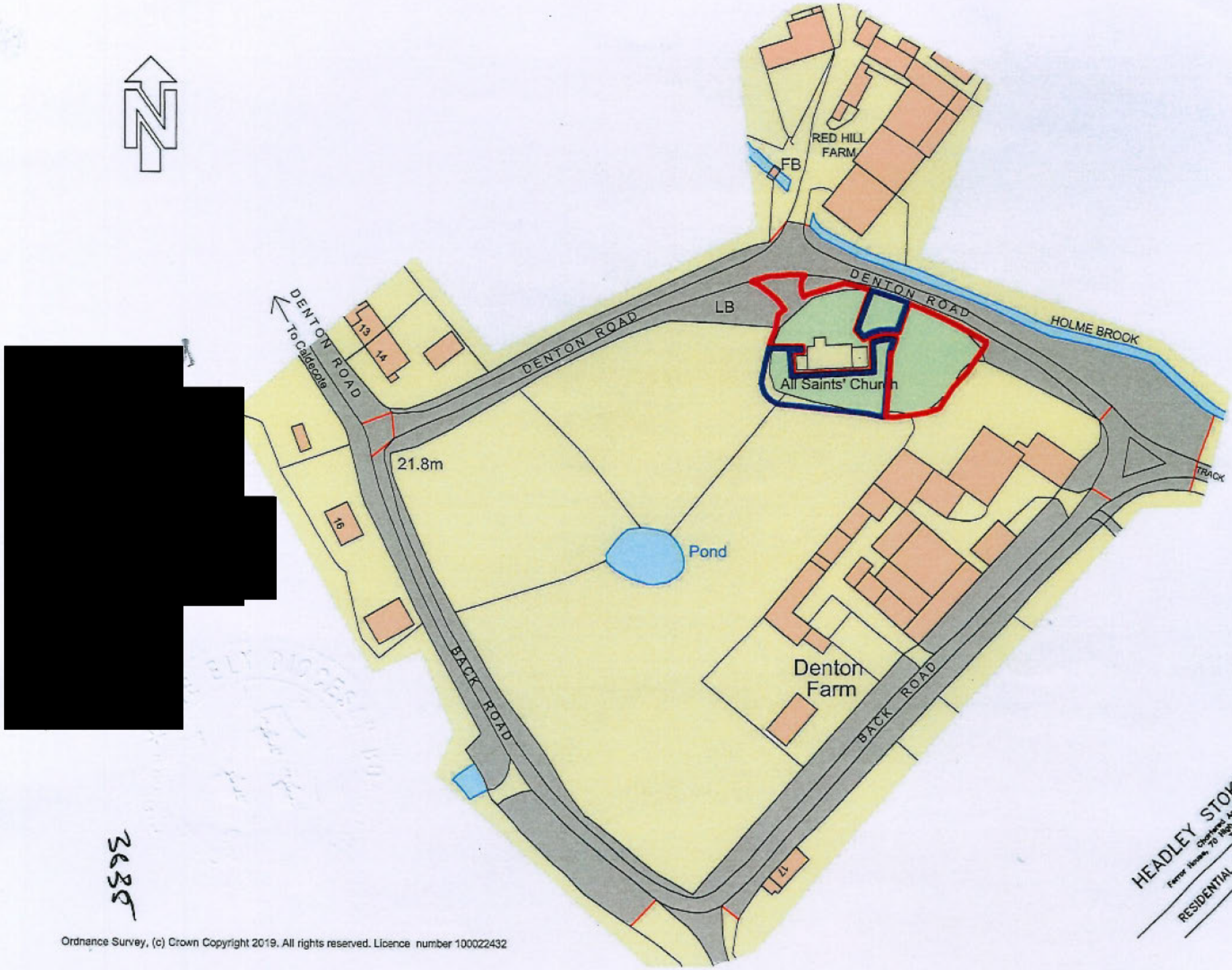
We require your personal data to assess and process your application

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



[redacted]

HEADLEY STOKES ASSOCIATES
Chartered Architects and Project Managers
Ferror House, 70 High Street, Northampton, Cambs. PE28 3QL
Telephone (01480) 456307

RESIDENTIAL CONVERSION: DENTON CHURCH

LOCATION PLAN

Date: Jun '19 Scale: 1:1250
Size: A4

1775 /3/ 01A

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