DATED 19th JUNE 2025

(insert details of owner)

DUNCAN BOSTON

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 1 LAND SOUTHWEST OF NOVEMBER COTTAGE GREEN END GREAT STUKELEY PE28 4AE

Version Number:

THIS UNDERTAKING is made the 19th day of JUNE. Two thousand and 25

By

1. Parties

1.1 (Insert full name and address of "The Owner")

Name: DUNCAN BOSTON

Address: 5 GREEN END
GREAT STUKELEY
HUNTINGDON
PE28 4AE

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

Name: .....

Address: .....

And given to

13 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 25-02-25 for planning permission (reference number 25/00352/S73 for the development of the Site by the provision of NEW DWELLING, GARAGE & ASSOCIATED WORKS

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 LAND SOUTH WEST OF NOVEMBER COTTAGE aforesaid shown edged red on the Plan

2.1.9 "Wheeled Bin Contribution" means the sum of £ 114 (or £114.00 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]) *(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 25/00352/STA) 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

[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.

4 Delete as appropriate

Checklist

The following needs to have been completed for this Unilateral Undertaking to be valid:

Page Number	Number	Field	Completed y/n
Page 1		Dated	
		Name of Party entering the agreement	
		Address of site	
Page 2		Date	
	1.1	Name of Owner	
	1.1	Address of Owner	
	1.2	Name of Mortgagee	
	1.2	Address of Mortgagee	
Page 3	2.1.5	Application date, planning reference and proposal	
	2.1.7	Has the red line plan been attached	
Page 4	2.1.8	Site address	
	2.1.9	Amount due to be paid £	
	3.1	Title number	
Page 5	5	Planning application reference	
	8	Owners signature	
		Witnesses' name	
		Witnesses' signature	
		Witnesses' address	
		Witnesses' occupation	
		OR	
Page 6		Signature of first director	
		Name of first director	
		Signature of second director	
		Name of second director	



Site Plan
Scale: 1:500

0 5 10 15 20
metres



Schwegler 1FFH
Bat Box - Noted
To be installed in accordance with manufacturer's recommendations



Schwegler 1SP Sparrow Terrace - Noted (b)
To be installed in accordance with manufacturer's recommendations in wall as construction proceeds (height as elevations) and no later than prior to occupation

General Notes
1. All dimensions are shown in 'mm' unless otherwise stated.
2. The contractor, sub-contractors and suppliers must verify all dimensions on site prior to the commencement of any work.
3. This drawing is to be read in conjunction with all relevant engineers and specialist sub-contractors drawings and specifications.
4. Any discrepancies are to be brought to the designers attention.

SITE PLAN KEY

Indicates proposed building

Indicates existing trees & hedging

Indicates proposed grass

Indicates proposed parking and turning - Gravel

Red Dashed Line Indicates tree protection as detailed note and tree report

Indicates un-surveyed buildings taken from OS map

Indicates proposed site access to be in conjunction with Cambs CC Highways specification.

Indicates sealed and drained access in conjunction with Cambs Highways specification.

Indicates bat box

Indicates bird box

TREE PROTECTION
Method statement for protection of trees on site during construction
- Prior to the commencement of any construction work on site, protective fencing shall be erected around each tree or tree group.

Protective fencing in accordance with above table and BS 5837 unless otherwise agreed in writing with the local Planning Authority.
Please see protected areas marked on proposed site plan.
- No trenches or pipe runs for services and drains shall be sited within 4m of the trunk of any trees retained on the site, unless otherwise agreed in writing with the local Planning Authority.
- New hard surfaces or paths in accordance with minimum recommended distances for protective fencing.
- No burning shall take place in a position where the flames could extend to within 5m of foliage, branches or the trunk of any tree to be retained.

Method statement for nature conservation
- The existing remaining tree on site is to be protected as above for the duration of the construction to safeguard the habitats of any nesting birds that may be present.

Revisions

A	MAR 2025	Foul drainage added
B	JUNE 2025	Bin storage location

Status
PLANNING

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Job Title
Proposed New 4 Bed Dwelling at Land West of November Cottage, Green End Great Stukeley

Drawing Title
Planning Drawing Site Plan

Date: FEB 2024	Drawn by: IG
	Checked by: RS
Job No.: SE-2221	Sheet Size: A1
Dwg No.: P1000	Revision: B

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