DATED 13 MAY 2025

Mr David William German & Mrs Alison Verity German

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

Manor Farm, Thurning Road, Winwick, Huntingdonshire

THIS UNDERTAKING is made the 13. day of MAY... Two thousand and Twenty five

By

1. Parties

1.1 *Mr David William German*

1.2 *Mrs Alison Verity German*

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 09.12.2024 for planning permission (reference number 24/02305/FUL) for the development of the Site by the provision of the conversion of existing buildings to provide four dwellinghouses including demolition and extension to existing buildings

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

2.1.7 [redacted]

2.1.8 "Site" means the land situated at MANOR FARM, THURDING ROAD, WINWICK aforesaid shown edged red on the Plan

2.1.9 "Wheeled Bin Contribution" means the sum of £ 456 (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 CB338251 [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 24/02305/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] [redacted]

in the presence of *(Print name)* LAUREN MAY

(Signature [redacted]

(Address of witness)

[redacted]

(Occupation of witness)

SENIOR PLANNING CONSULTANT

[4] Delete as appropriate



RIBA
Chartered Practice

BERRYS

PLANNING

A & D German

Thurning Rd, Winwick
Barn Conversions

Existing Site Plan

KA50615 BRY XX ST A 02 B

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	