

DATE 27 August 2025

STACEY PETER CLEMENTS AND HAZEL DAWN CLEMENTS (1)

to

HINCKLEY AND BOSWORTH BOROUGH COUNCIL (2)

UNILATERAL UNDERTAKING

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

Relating to development of land at 2 Peckleton Road, Kirkby Mallory, LE9 7QH

THIS UNDERTAKING is given as a DEED and made on the 27 day of August 2025

BY:

A. **STACEY PETER CLEMENTS AND HAZEL DAWN CLEMENTS** of 2 Peckleton Road, Kirkby Mallory, Leicestershire, LE9 7QH ("the Owners")

TO:

B. **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub Rugby Road Hinckley Leicestershire LE10 0FR ("the Council");

1. DEFINITIONS

1.1 In this Deed (except where the context otherwise requires):

"the Act" means the Town and Country Planning Act 1990 (as amended);

"Applicant" means STACEY PETER CLEMENTS and HAZEL DAWN CLEMENTS only and not their successors in title

"the Application" means the application for the erection of a dwelling (self-build) with associated parking and landscaping on land at 2 Peckleton Road, Kirkby, Mallory, LE9 7QH pursuant to planning application number 25/00242/FUL

"Commencement of the Development" means the earliest date on which any of the material operations (as defined by Section 56(4) of the Act) pursuant to the Planning Permission is begun save that irrespective of the provisions of Section 56(4) of the Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Development

- i. trial holes or other operations to establish the ground conditions of the Site, site survey work, or works of remediation;
- ii. archaeological investigations on the Site;
- iii. any works of demolition or site clearance;
- iv. any structural planting or landscaping works;
- v. ecological or nature conservation works associated with the Development;
- vi. construction of site compounds boundary fencing or hoardings;
- vii. construction of access or highway works or provision of services (including drainage and media);
- viii. any other preparatory works agreed in writing with the Council;

“Design”

means the final design and layout of the Self-Build and Custom Housebuilding Unit as inputted by and / or approved by the initial owner of such unit and “Designed” shall be construed accordingly

“the Development”

means the development of the Site as set out in the Application;

“Dwelling”

the single dwelling unit constructed on the Site pursuant to the Planning Permission intended for Occupation by one or more private individuals as a Self-Build and Custom House Building Unit;

“Occupation”

means in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include

	<ul style="list-style-type: none"> i. daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development; ii. the use of any Dwelling for the marketing of the Development; or iii. the storage of plant and materials;
“the Plan”	means the plan annexed to this Undertaking at Annex 1;
“Planning Permission”	means the planning permission to be granted by the Council pursuant to the Application;
“Self-Build and Custom Housebuilding Developer”	means the qualifying individuals, associations of individuals, or persons working with or for individuals or associations of individuals of the Self-Build and Custom Housebuilding Unit pursuant to the Self-build and Custom Housebuilding Act 2015 (as amended)
“Self-Build and Custom Housebuilding Unit”	means the Dwelling to be constructed on the Site by the Applicant and/or persons working with or for the Applicant to be Occupied as a home by the Applicant but does not include the building of a house acquired from a person who builds the house wholly or mainly to plans or specifications decided or offered by that person as defined by the Self-build and Custom Housebuilding Act 2015 (as amended);
“the Site”	means the land edged red on the Plan being land at 2 Peckleton Road, Kirkby Mallory, LE9 7QH comprising the freehold land registered at the Land Registry under title LT374917
“the Transfer”	means the transfer of the Site dated 4 th December 2024 between (1) Jill Patricia McDonald; Marjorie

Elaine Cantwell and Hazel Jane Davenport; and
(2) the Owners

“Working Day”

means any day except any Saturday or Sunday or any other day on which banks in the City of London are not open to the general public and "Working Days" shall be construed accordingly.

2. INTERPRETATION

2.1 In this Undertaking:

- 2.1.1 Words in the singular include the plural and vice versa;
- 2.1.2 A reference to a person includes companies and all other legal entities;
- 2.1.3 Wherever there is more than one person named as a part and where more than one party undertakes an obligation all their obligations can be enforced against all them jointly and against each party individually unless there is an express contrary provision;
- 2.1.4 References to clauses and schedules are to clauses and schedules of this Undertaking unless stated otherwise;
- 2.1.5 Reference to a paragraph is to a paragraph of the schedule to which the reference is made unless stated otherwise;
- 2.1.6 The headings and table of contents of this Undertaking are for convenience only and shall not affect its interpretation;
- 2.1.7 Unless this Undertaking states otherwise any reference to a statute or any other legislative provision includes any amendment extension modification or re-enactment of it for the time being in force;
- 2.1.8 References to Council Departments shall include successor departments arising through any Council internal reorganisation;
- 2.1.9 References to the Council shall include their successors in statutory function and to the Owners shall include their successors in title and assigns.

3. INFORMATION

- 3.1 The Owners own the freehold interest in the Site and are registered as proprietors at the Land Registry forming part of Title Number LT226258 free from incumbrances other than those matters contained or referred to in the Property and Charges Registers at the date of this Undertaking.
- 3.2 The Council is the local planning authority for the purposes of the Act for the Site.
- 3.3 The Council has resolved to grant Planning Permission for the Development subject to conditions and the completion of this Undertaking.

4. STATUTORY AUTHORITY AND LEGAL EFFECT

- 4.1 This Undertaking shall constitute a planning obligation for the purposes of and made pursuant to Section 106 of the Act.
- 4.2 The obligations of the Owners in this Undertaking are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority.
- 4.3 Subject to clauses 4.4, and 4.5, the Owners covenant with the Council to the intent that this Undertaking shall be enforceable without limit of time (other than as expressly mentioned in this Undertaking) against the Owners and any person deriving title through or under them to the Site or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.4 No person shall be bound by any obligations, rights and duties contained in this Site and/or be liable for any breach of a covenant and/or obligation contained in this Undertaking after they shall have parted with all interest in the Site or the part in respect of which such obligation relates or such breach occurs PROVIDED THAT they shall remain liable for any subsisting breach of covenant prior to parting with their interest.
- 4.5 No statutory undertaker shall be bound by any obligations, rights and duties contained in this Undertaking and/or be liable for any breach of a covenant and/or obligation contained in this Undertaking in respect of any site used only as an electricity substation, gas governor or pumping station.
- 4.6 If the Planning Permission expires (within the meaning of Sections 91, 92 or 93 of the Act) or is revoked or otherwise withdrawn before Commencement of the Development, this Undertaking shall forthwith determine and cease to have effect.

- 4.7 Nothing in this Undertaking shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Undertaking.
- 4.8 Nothing in this Undertaking shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Act or under any other act or any statutory instrument, order or byelaw in the exercise of their functions as a local authority.

5. CONDITION PRECEDENT

The planning obligations contained in this Undertaking shall not be enforceable by the Council until the grant of the Planning Permission by the Council.

6. OBLIGATIONS

- 6.1 The Owners covenant with the Council in respect of the Site with the intent that these are planning obligations for the purposes of Section 106 of the Act:
 - 6.1.1 To give the Council notice in writing of the Commencement of the Development within 5 (five) Working Days of Commencement of the Development;
 - 6.1.2 Not to Commence the Development unless and until written evidence has been provided to the Council of the registration of the Site at HM Land Registry pursuant to the Transfer to the Owners and the Council has provided its written approval to the said evidence and confirmed that the Development may Commence;
 - 6.1.3 To permit reasonable access to the Land prior to Practical Completion of the Development or any part of it at all reasonable times with at least 48 hours' written notice and in compliance with the Owner's reasonable requirements to permit him or them to inspect the Development for the purpose of securing compliance with the terms of this Deed
 - 6.1.4 The Dwelling shall be Designed and thereafter constructed in accordance with the Design as a Self-Build and Custom Housebuilding Unit by the Applicant.
 - 6.1.5 Subject to clause 6.1.6, the freehold legal interest of the Dwelling shall be owned and Occupied by the Applicant for a period of 5 (five) years following the date upon which the Planning Permission is granted and this ownership

restriction shall be registered as a Local Land Charge and is entered into pursuant to Section 106 of the Act.

6.1.6 Any administrator and/or beneficiary of the Applicant shall be allowed to own the freehold legal interest of the Dwelling in the event that the Applicant shall die within the relevant period prescribed in clause 6.1.5

7. INVALIDITY

It is agreed and declared that if any clause or sub-clause of this Undertaking shall be deemed to be unenforceable or ultra vires the remainder of this Undertaking shall remain in full force and effect provided severance from this Undertaking is possible.

8. FUTURE MORTGAGEE

The Owners' future mortgagee shall be bound by the obligations contained in this Undertaking to the extent they are binding on the Site and the security of any mortgage over any part of the Site shall take effect subject to this Undertaking PROVIDED THAT the Owners' future mortgagee shall otherwise have no liability under this Agreement unless they take possession of the Site (or that part of it which the mortgage relates to) in which case it too will be bound by the obligations as if it were a person deriving title from the Owners provided that it shall not in any event be liable for any breach of this undertaking arising prior to it becoming a mortgagee in possession of the Site and nor shall it be liable for any breach of this undertaking unless it shall have caused such breach to have been occasioned

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing contained in this Undertaking shall give or be construed as giving any rights privileges powers or enforceability other than to the Council and to the specific persons executing this Undertaking as the Owners and their successors (if any) as defined in this Undertaking and the provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended) and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights of enforcement in respect of any matter contained in this Undertaking.

10. OTHER MATTERS

10.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this

Undertaking and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to this Undertaking and shall cite the number and clause of this Undertaking to which it relates.

- 10.2 This Undertaking shall be registerable as a local and charge by the Council.
- 10.3 Any notice served pursuant to this Undertaking shall be deemed to be served correctly if served to the above addresses by registered post

11. SECTION 73 VARIATION

- 11.1 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission the Applicant will be required to submit details with the said application that demonstrates that the Applicant has had full primary input into any revised schemes within the S73 application; and
- 11.2 If a Section 73 permission is granted this Deed shall (unless the District Council determines that revised planning obligations are required as a result of such amendment) apply to development pursuant to the Section 73 permission as well as to Development pursuant to the Planning Permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act.

12. JURISDICTION

This Undertaking is governed by and interpreted in accordance with the laws of England

13. DELIVERY

The provisions of this Undertaking (other than this clause which shall be of immediate effect) shall be of no effect until this Undertaking has been dated

IN WITNESS of which the Parties have executed this Unilateral Undertaking as a deed and have delivered it upon dating the day and year first before written.

ANNEX 1

Plan



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EXECUTED as a Deed by
STACEY PETER CLEMENTS
in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Occupation:

S. Peter

Kevin McCole

Kevin McCole

K.A. McCOLE
HEADLEY'S
39A STATION ROAD
LUTTERWORTH
LEICESTERSHIRE LE17 4AP
Solicitor and Commissioner for Oaths

EXECUTED as a Deed by
HAZEL DAWN CLEMENTS
in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Occupation:

H. Clements

Kevin McCole

Kevin McCole

K.A. McCOLE
HEADLEY'S
39A STATION ROAD
LUTTERWORTH
LEICESTERSHIRE LE17 4AP
Solicitor and Commissioner for Oaths