DATED 13th October 2026

LEIGH SMITH and JILL SMITH

- to -

HINCKLEY & BOSWORTH BOROUGH COUNCIL

UNILATERAL UNDERTAKING

PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

Relating to land at 174 Newbold Road, Barlestone, Nuneaton, Leicestershire, CV13 0DT

PLANNING APPLICATION REF: 25/00861/FUL

Anthony Collins solicitors

THIS DEED is made the 13th day of October Two Thousand and Twenty-Six

(1) **LEIGH SMITH and JILL SMITH** of 174 Newbold Road, Barlestone, Nuneaton, Leicestershire, CV13 0DT ("the Owner")

TO:

(2) **Hinckley & Bosworth Borough Council** of Hinckley Hub, Rugby Road, Hinckley LE10 0FR ("the Council").

BACKGROUND

(A) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area in which the Land is situated and for the purposes of enforcing this Deed and for the purposes of granting the planning permission for the Development

(B) The Owner has acquired a freehold interest in the Land pursuant to a transfer dated 27 June 2025, which is pending first registration at HM Land Registry under title number LT562735, and holds that interest free from encumbrances.

(C) The Owner has agreed to enter into this Deed to bind the Development as set out in the obligations at Schedule 1

(D) The Council is minded to grant the planning permission subject to conditions and the Owner entering into this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS

1. Definitions

1.1 In this Deed the following words have the following meanings:

1990 Act	means the Town and Country Planning Act 1990 (as amended)
Commencement of Development	means the carrying out in relation to the Development any material operation within the meaning of Section 56(4) of the 1990 Act but shall not include operations in connection with the making out, surveying, ground investigation work, site clearance, investigation for purposes

	of assessing contamination, remedial action in respect of any contamination and the erection of means of enclosure for the purposes of site security and the term "Commence Development" shall be construed accordingly.
Development	means the development of the Land for the demolition of existing dwelling and construction of replacement self-build dwelling to be carried out pursuant to the Planning Permission.
Dwelling	means the Self-Build and Custom House-Build dwelling permitted to be constructed on the Land pursuant to the Planning Permission
First Occupier	means a person who has had primary input into the final design and layout of the Dwelling and who has commissioned its construction or carried out the construction as a Self-build and Custom House-Build.
Land	means the land being situated at 174 Newbold Road, Barlestone, Nuneaton, Leicestershire, CV13 0DT edged red on the Plan.
Occupation	means the first occupation of a Dwelling for the purposes permitted by the Planning Permission but not including occupation by persons engaged in construction, fitting out, or decoration, or occupation in relation to security operations during construction.
Plan	means the plan appended to this Deed at Appendix 1.
Planning Application	an application for planning permission registered by the Council under reference number 25/00861/FUL.

Planning Permission	the planning permission to be granted by the Council in respect of the Planning Application.
Practical Completion	means the stage of the Development when it has been completed in all material respects and is fit for first Occupation as certified by the Owner's architect or other appropriately qualified professional.
Self-Build and Custom House-Build	means self-build and custom housebuilding as defined by Section 1 of the Self Build and Custom Housing Building Act 2015 (as amended).
Working Days	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits includes the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner.

2.4 Where there is more than one person named as a party and where more than one party undertakes an obligation, all their obligations can be enforced against all of them jointly and against each.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validly from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to anyone deriving title through or under that party and in the case of the Council their respective successors in title to their statutory functions.

3. LEGAL BASIS AND EFFECT

3.1 This Deed is a unilateral undertaking given to the Council and is a planning obligation made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and any other enabling powers and is enforceable by the Council.

3.2 This Deed is given by the Owner with the intent of binding the freehold interest in the Land from the date of this Deed.

3.3 This Deed shall come into effect on the date of the grant of the Planning Permission.

4. COVENANTS BY THE OWNER

4.1 The Owner hereby covenants with the Council to observe and perform the covenants contained in Schedule 1 hereto.

4.2 The Owner shall pay to the Council on completion of the Deed its reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

4.3 The Owner shall pay to the Council on or before the date of this Deed the sum of three hundred and forty-nine pounds (£349.00) towards the Council's costs of monitoring the implementation of this deed.

5. RELEASE

No person shall be liable for breach of an obligation, restriction or covenant contained in this Deed if such breach occurs after he has parted with all interest in the Land (but shall not preclude liability for any antecedent breach).

6. DETERMINATION OF DEED

6.1 This Deed shall be determined and have no further effect if the Planning Permission:

(a) expires before the Commencement of Development;

(b) is varied or revoked other than at the request of the Owner; or

(c) is quashed following a successful legal challenge.

7. OWNERSHIP

7.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Land.

7.2 The Owner will give to the Council immediate written notice of any change in ownership of any of its interests in the Land including, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not);

(a) the name and address of the person to whom the disposition was made; and

(b) the nature and extent of the interest disposed of.

8. NOTICES

8.1 a notice or other communication to be given under this Deed must be in writing and must be:

(a) delivered by hand; or

(b) sent by pre-paid first class post or other next working day delivery service.

8.2 Any notice or other communication to be given under this Deed must be sent to the relevant party at the addresses given for the parties above or as otherwise specified by the relevant person by notice in writing to the other person.

8.3 Any notice or other communication given in accordance with clause 8.1 and clause 8.2 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5pm on Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;

(b) if sent by a pre-paid first-class post or other next working day delivery service at 9.00am on the second working day after posting.

8.4 A notice or other communication given under this Deed shall not be validly given if sent by e-mail.

8.5 This clause does not apply to the service of proceedings or other documents in any legal action or where applicable, any arbitration or other method of dispute resolution.

9. MISCELLANEOUS

9.1 This Deed will be registered as a local land charge.

9.2 It is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.3 This Deed and any dispute or claim arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.4 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9.5 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission the Owner will be required to submit details with the said application that demonstrates that the First Occupier has had full primary input into any revised schemes within the Section 73 application.

9.6 If a Section 73 permission is granted this Deed shall (unless the 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.

SCHEDULE 1

SELF-BUILD AND CUSTOM HOUSEBUILDING

The Owner covenants with the Council as follows:

1. The Development shall be carried out in accordance with the Planning Permission and shall comprise the construction of the Dwelling.

2. To permit the Council reasonable access to the Site prior to Practical Completion of the Development or any part of it at all reasonable times with reasonable notice and in compliance with the Owner's reasonable requirements to inspect the Development for the purpose of securing compliance with the terms of this Deed.

3. The Dwelling shall not be first Occupied other than by the First Occupier and shall be thereafter Occupied as their sole or main residence for a continuous period of five (5) years following first Occupation.

4. Not less than fourteen (14) Working Days prior to the Commencement of Development, to provide notice in writing to the Head of Planning of the Council of the same occurring.

5. Not less than fourteen (14) Working Days prior to the first Occupation of the Development, to provide notice in writing to the Head of Planning of the Council of the same occurring including (but not limited to) the details (including the name and address) of the First Occupier who intends to take up first Occupation of the Development.

6. The Owner shall within six (6) months of first Occupation of the Dwelling submit to the Council (unless otherwise agreed in writing by the Council) evidence demonstrating compliance with the obligations in this Deed, including:

    6.1 a completion certificate issued pursuant to regulation 17 of the Building Regulations 2010 or section 51 of the Building Act 1984 (or any statutory re-enactment or replacement thereof);

    6.2 evidence of ownership of the Dwelling by the First Occupier, such as HM Land Registry title documentation;

    6.3 a Council Tax bill or similar confirmation demonstrating that the Dwelling is liable for Council Tax; and

    6.4 evidence that the First Occupier is occupying the Dwelling as their sole or main residence, which may include utility bills, electoral roll registration or such other documentation as the Council may reasonably require.

IN WITNESS whereof this Deed has been duly executed as a Deed by all the parties hereto the day and year first before written

SIGNED as a **DEED** by **LEIGH SMITH**

in the presence of:

Signature: .....

Signature of witness: .....

Name (in BLOCK CAPITALS):

Address:

SIGNED as a **DEED** by **JILL SMITH**

in the presence of:

Signature: .....

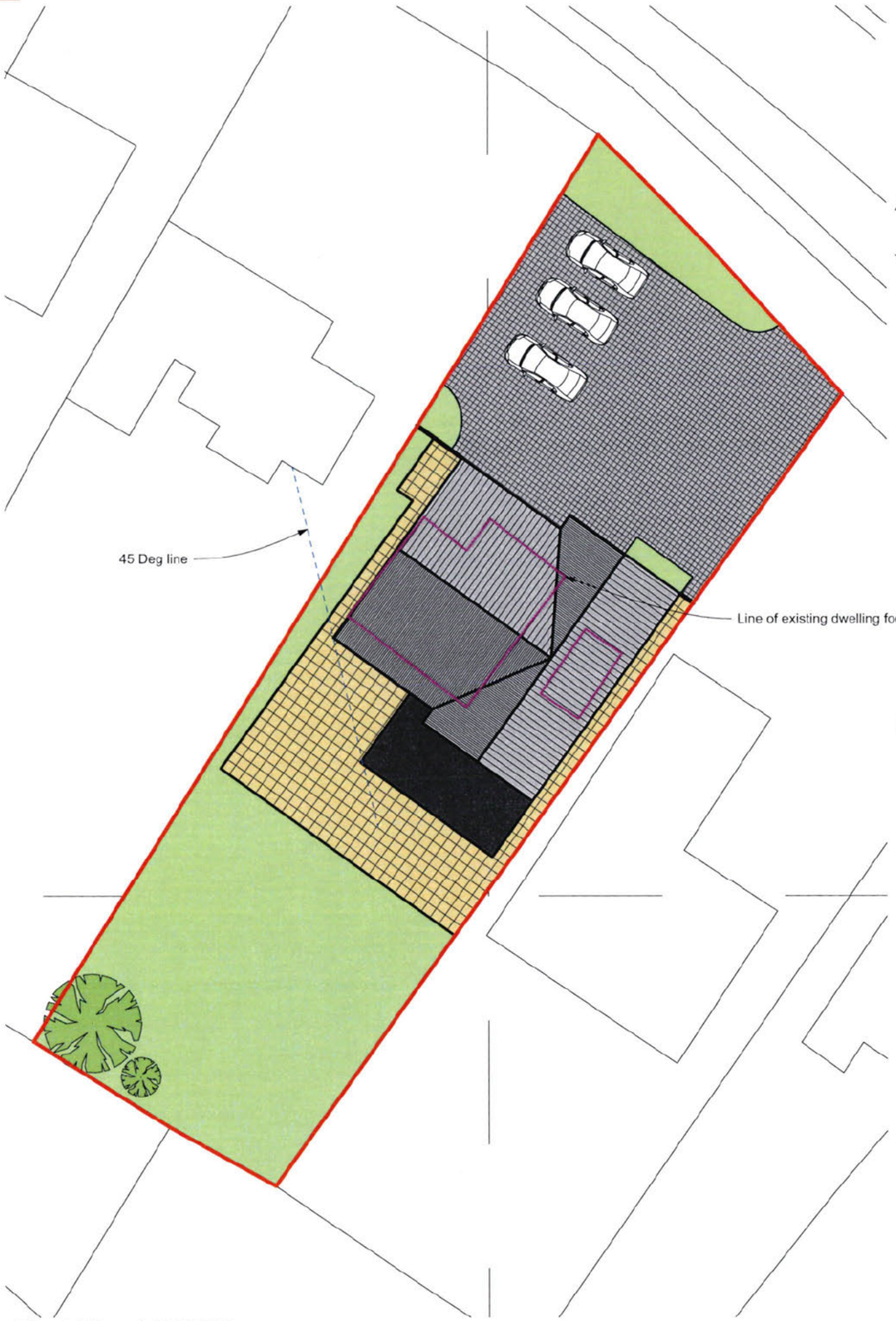
Signature of witness: .....

Name (in BLOCK CAPITALS):

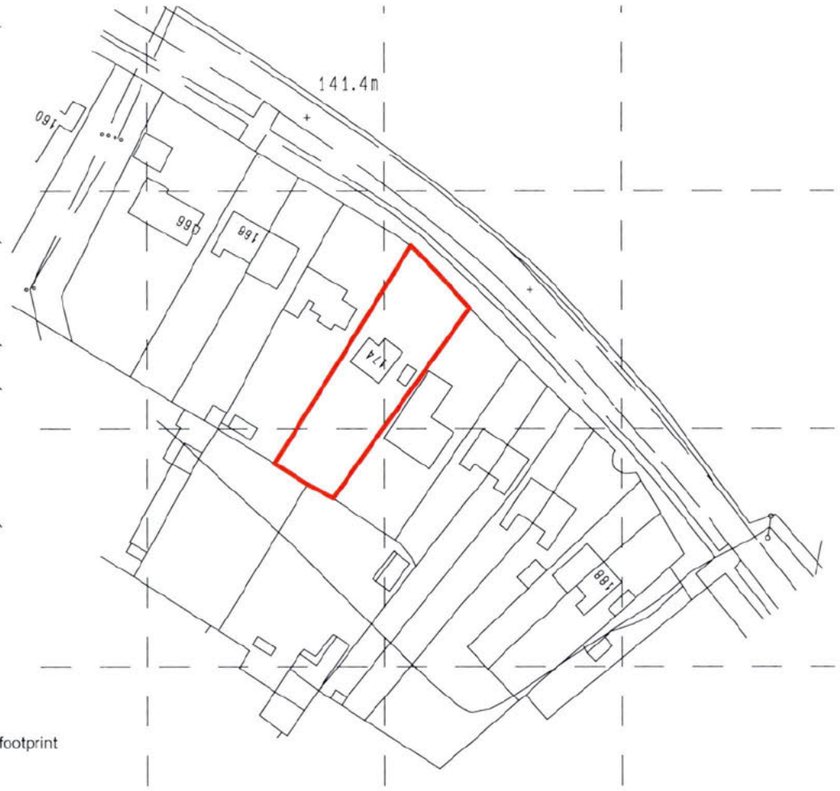
Address:

APPENDIX 1

THE PLAN



Block Plan, 1:250@A3



Location Plan, 1:1250@A3

N

0 10 20

Scale Bar 1:250

0 20 50 100

Scale Bar 1:1250

Please Note:

- This drawing may be printed and scaled FOR PLANNING PURPOSES.
- All dimensions to be CHECKED ON SITE and any DISCREPANCY reported to Design Three Sixty.
- The site boundary shown is the best assumed from available data & does NOT represent legal ownership.
- All dimensions in mm unless otherwise stated.

[redacted]

[redacted]

Revisions.

DESIGN THREE SIXTY°

E: info@designthreesixty.co.uk
T: +44 (0) 7904 224864
W: www.designthreesixty.co.uk

Project:
New build detached dwelling

174 Newbold Road,
Barlestone
Nuneaton
CV13 0DT

Client:
Mr Leigh Smith

Drawing Title:
Location and Block Plan

Drawing by:	Checked by:
(IG) / WJ / SK	IG / (WJ) / SK
Date: 09-09-2025	**Scale:** As Shown @A3
Drawing Number: 248-03	**Revision:** (0) A / B / C / D / E / F / G / H / I / J / K