

DATED

2026

MARK ANDREW SHORROCK and CLAIRE VICTORIA SHORROCK (1)

to

HINCKLEY AND BOSOWORTH BOROUGH COUNCIL (2)

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990

relating to land at

17 Ormes Lane Ratcliffe Culey Atherstone Leicestershire CV9 3PB

Planning Application Reference

26/00287/FUL

THIS DEED is made the day of

2026

BY

1. **17 Ormes Lane, Ratcliffe Culey, Atherstone, CV9 3PB** ("the Owner")

TO

2. **HINCKLEY & BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road,
Hinckley, Leicestershire, LE10 0FR ("the Council")

RECITALS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated and by whom the obligations and covenants contained in this Deed are enforceable
- (B) The Council is the Local Authority for the purposes of the Local Government Act 1972 (as amended) and the Localism Act 2011 (as amended) and the Housing Authority for the purposes of the Housing Act 1985
- (C) The Owner is the freehold owner of the Site which is registered at HM Land Registry comprising title number
- (D) To facilitate the Development the Owner has agreed to enter into this Deed to create planning obligations pursuant to Section 106 of the Act in respect of their interest in the Site to ensure that the Development is secured as a Self-Build and Custom House-Build Dwelling and to secure the relevant infrastructure and rights that accompany the Self-Build and Custom House-build Dwelling as set out in this Deed and the Owner agrees to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Deed

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following terms and expressions shall have the following meaning:

“Act”	means The Town and Country Planning Act 1990 (as amended)
“Commencement of Development”	means the date upon which the Development shall commence by the carrying out upon the Site pursuant to the Planning Permission of a material operation (as defined in Section 56(4) of the Act) other than (for the purposes of this Deed and for no other purpose) operations consisting of i. trial holes or other operations to establish the ground conditions of the Site, site survey work or works of remediation; and ii. archaeological investigations on the Site; and iii. any structural planting or landscaping works; and iv. ecological or nature conservation works associated with the Development; and v. construction of site compounds boundary fencing or hoardings; and vi. construction of access or highway works or provision of services (including drainage and media); and vii. any other preparatory works agreed in writing with the Council "Commencement" shall be construed accordingly

“Development”	means the demolition of the existing dwelling and garage and the erection of a replacement self-build dwelling, new detached garage, ancillary garden outbuilding, outdoor swimming pool, access gates, amendments to the site access, and associated works at the Site that is pursuant to the Planning Application and that is the subject of the Planning Permission
“Dwelling”	means the Self-Build and Custom House-Build dwelling approved for construction pursuant to the Planning Permission
“First Occupier”	means any person or persons who take first Occupation of the Dwelling as owner having had primary input into the final design and layout of the Dwelling and either commissioned a specialist developer to help deliver it as their home or having personally attended to managed or coordinated the construction of the Dwelling as their own home
“Occupation”	means the occupation of the Development for the purposes permitted by the Planning Permission but not including i. the daytime occupation by personnel engaged in construction fitting out or decoration; or ii. occupation for marketing or display; or iii. the storage of plant and materials “Occupy” “and “Occupied” shall be construed accordingly
“Plan”	means the Plan annexed to this Deed at the Appendix
“Planning Application”	means a full planning application for the Development which has been allocated the Council’s reference number 26/00287/FUL
“Planning Permission”	means the Planning Permission issued pursuant to the Planning Application including (as the case may be) any related applications approved pursuant to Sections 73 and/or 96A of the Act
“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 the building or completion by an individual or an association of individuals or persons working with or for individuals or associations of individuals of a Dwelling to be first Occupied as a primary residence by those individuals in accordance with Section 1 of the Self-Build and Custom Housebuilding Act 2015 (or such other replacement or successor legislation)
“Site”	means the land shown edged red on the Plan for identification purposes only comprising land at 17 Ormes Lane, Ratcliffe Culey Atherstone, Leicestershire, CV9 3PB
“Statutory Undertaker”	means any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking
“Working Day”	any day from Monday to Friday (inclusive in each week except for Statutory holidays and any day in the period from Christmas Eve to New Year’s Day (inclusive))

- 1.2 Where in this Deed reference is made to any clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule recital or plan in this Deed
- 1.3 Clause headings are for reference only and shall not affect the interpretation of this Deed
- 1.4 Where in any schedule or part of any schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that schedule or (if relevant) part of that schedule
- 1.5 References to any party to this Deed shall include reference to their successors in title and assigns and to persons claiming or deriving title through or under them except where stipulated otherwise
- 1.6 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

- 1.7 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 interchangeable in that manner
- 1.8 A reference to a company shall include any company corporation or other body corporate wherever and however incorporated or established
- 1.9 Wherever 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 individually unless there is an express provision otherwise
- 1.10 An obligation in this Deed on a party not to do something includes an obligation not to agree allow or suffer that thing to be done or procure the doing of that act or thing
- 1.11 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 validity from it
- 1.12 A reference to this Deed or any other agreement or document referred to in this Deed is a reference to this Deed or such other document or deed as varied or novated (in each case other than in breach of the provisions of this Deed) from time to time

2 GENERAL PROVISIONS

Jurisdiction

- 2.1 This Deed shall be governed by and interpreted in accordance with the law of England

Statutory Authority and Legal Effect

- 2.2 This Deed is made pursuant to Section 106 of the Act and Sections 111 and 120 and 139 of the Local Government Act 1972 (as amended) and Section 1 of the Localism Act 2011 (as amended) and all enabling powers

- 2.3 The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and shall be enforceable by the Council as the Local Planning Authority

Registration of the Agreement

- 2.4 This Deed shall be registerable as a deed and Local Land Charge in the Register of Local Land Charges by the Council

No Fettering of Discretion

- 2.5 Save as permitted by law in equity nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in their respective rights, powers, duties and obligations under all public and private statutes bylaws and regulations in the exercise of their functions as a local authority

Effect of Any Waiver

- 2.6 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

Exclusion of the Contracts (Rights of Third Parties) Act 1999

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

Liability

- 2.8 Subject to Clause 3.6 the covenants given by the Owner contained herein are made with the intent that the covenants will bind its interest in the Site and be binding on and enforceable against its successors in title or assigns and subject to Clause 2.9 those deriving title under the Owner **PROVIDED THAT** without prejudice to the enforcement of covenants against successors in title no person shall be liable for any breach or nonperformance of the covenants contained herein which arise from the carrying out of the Development where they no longer hold any interest in the Site or that part of the Site in respect of which the breach occurs save in respect of any prior subsisting breach
- 2.9 The covenants contained in this Deed shall not be enforceable against statutory undertakers in relation to any parts of the Site acquired by them for electricity substations gas governor stations or pumping stations or any other land acquired for the purpose of their statutory functions or against anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant nor against all those deriving title from any of the aforesaid
- 2.10 Subject to Section 3 (Conditionality) nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted whether or not on appeal after the date of this Deed other than this Planning Permission as defined herein or any renewal of

Mortgagees

- 2.11 No mortgagee of the Site shall be bound by the obligations in or be liable under this Deed unless or until it takes possession of any part of the Site upon which it shall be bound by the obligations in this Deed as a successor in title and shall be liable whilst it remains a mortgagee in possession of the Site (or any part)

Notices

- 2.12 Notices and communications under this Deed may be sent to the Owner or the Assistant Director of Planning and Regeneration at the Council by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by

First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second Working Day following the date of posting

VAT

- 2.13 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

Costs

- 2.14 The Owner covenants to pay the Council its reasonable and proper legal costs in the preparation and completion of this Deed on the date hereof
- 2.15 The Owner covenants to pay the Council its legal administration costs on the date hereof in the sum of seventy-five pounds (£75.00)

Void Provisions

- 2.16 If any clause or sub-clause of this Deed shall be deemed to be unenforceable or ultra vires the remainder of this Deed shall remain in full force and effect provided severance from this Deed is possible

3 CONDITIONALITY

- 3.1 Save for the provisions of Clause 2.4 (Land Charge) Clause 0 (Change of Ownership) and Clauses 2.14 and 2.15 (Costs) the covenants contained in this Deed are conditional on the grant of Planning Permission and the Commencement of Development pursuant thereto and shall come into effect onto the date hereof
- 3.2 The Owner covenants with the Council to observe and perform the obligations set out in the Schedule to this Deed
- 3.3 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

- 3.4 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
- 3.5 If the Planning Permission expires (within the meaning of Sections 91 or 92 or 93 of the Act) or is revoked or otherwise withdrawn before Commencement of the Development this Deed shall forthwith determine and cease to have effect
- 3.6 In the event of the death of the First Occupier the covenants given in this Deed shall cease to have effect and the Development shall then be Occupied as a Use Class C3 residential property that is not restricted to being Occupied as a Self-Build and Custom House-Build Dwelling

4 EXECUTION AND DELIVERY

- 4.1 This document is executed as a deed and is delivered on the date stated at the beginning of this Deed

THE SCHEDULE

The Owner covenants to 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 permit the Council to inspect the Development for the purpose of securing compliance with the terms of this Deed
3. The Dwelling shall:
 - i. not be first Occupied other than by the First Occupier and the First Occupier shall Occupy the Dwelling as their primary residence for a minimum period of three (3) years following First Occupation; and
 - ii. during such three (3) year period be Occupied by a person or persons who satisfy the requirements of the Self-Build and Custom Housebuilding Act 2015 and the Self-Build and Custom Housebuilding Regulations 2016
4. Not less than fourteen (14) working days prior to the Commencement of Development to provide notice in writing to the Assistant Director of Planning and Regeneration of the Council of the same occurring
5. To give notice to the Council of the date of Completion of the Dwelling within fourteen (14) working days of the same
6. Not less than fourteen (14) working days prior to the first Occupation of the Development to provide notice in writing to the Assistant Director of Planning and Regeneration 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

7. 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:
- 7.1 a compliance 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); and
 - 7.2 evidence of ownership of the Dwelling by the First Occupier such as HM Land Registry title documentation; and
 - 7.3 evidence that the First Occupier is occupying the Dwelling as their sole or main residence which include (but not be limited to) utility bills electoral roll registration or such other documentation as the Council may reasonably require

THE APPENDIX
THE PLAN

DRAFT

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first
before written

EXECUTED AS A DEED by)
)

Signed:

In the presence of a witness:

Witness

Signature

Name

Address

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EXECUTED AS A DEED by)
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Signed:

In the presence of a witness:

Witness

Signature

Name

Address

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