

DATED

2025

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER
SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990
RELATING TO 11 DANEHILL, RATBY, LEICESTERSHIRE, LE6 0NG**

APPLICATION REFERENCE 25/00201/FUL

by

DUNCAN LOVEGROVE

CHARLOTTE LOVEGROVE

CRAIG LOVEGROVE

GRACE LOVEGROVE

In favour of

HINCKLEY & BOSWORTH BOROUGH COUNCIL

THIS DEED is dated

2025

- (1) DUNCAN LOVEGROVE of 11 Danemill, Ratby, Leicestershire LE6 0NG (**Owner**).
 - (2) CHARLOTTE VICTORIA LOVEGROVE of 15 Third Avenue, Grantham NG31 9TR (**Owner**)
 - (3) CRAIG JONATHON LOVEGROVE of 90 St Martins Drive, Desford, Leicester, LE9 9GY (**Owner**)
 - (4) GRACE EDEN LOVEGROVE of 69 Knighton Church Road, Leicester, LE2 3JN (**Owner**)
- To
- (5) HINCKLEY AND BOSWORTH BOROUGH COUNCIL of Hinckley Hub, Rugby Road, Hinckley, LE10 0FR (**Council**).

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated and by whom the obligations on the part of the Owner herein contained will be enforceable.
- (B) The Owner is the freehold owner of the Application Land (and other land) registered with HM Land Registry under title number LT338509.
- (C) The Planning Application was made and validated on 4 March 2025 with reference 25/00201/FUL.
- (D) The Council has indicated that planning permission will be granted subject to the completion of a Section 106 legal agreement in respect of committing to the provision of the proposed dwelling as a self-build unit.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Act: means the Town & Country Planning Act 1990 (as amended)

Application: means the application made to the Council for the erection of 1 dwelling on land at 11 Danehill, Ratby that was allocated reference 25/00201/FUL.

Application Land/the Site: means the land edged red on the Plan

CIL Regulations: means the Community Infrastructure Levy Regulations 2010 (as amended)

Commencement of the Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property and **Commence the Development** shall be construed accordingly.

Development: the development of the Property with a new bungalow as described in the Planning Application. It does not relate to the existing bungalow forming 11 Danehill.

Dwelling: means a residential unit to be constructed on the site pursuant to the Planning Permission and “dwelling” shall be construed accordingly.

Occupation: means occupation of the Development for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations. The terms “Occupy” and “Occupation” shall be construed accordingly.

Plan: the plan attached to this deed.

Planning Permission: the planning permission if granted pursuant subject to conditions as may be the case.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person and a corporate or an unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.

- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes fax and e-mail.
- 1.11 References to clauses are to the clauses of this deed.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011, and any other enabling powers.
- 2.2 The obligations contained in clause 5 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This deed shall come into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 5 of this deed are enforceable by the Council as local planning authority in accordance with section 106 of the TCPA 1990.

3. LIABILITY OF THE OWNERS FOR THE COVENANTS HEREIN

- 3.1 The covenants and obligations on the part of the Owner herein shall bind the Owner and in respect of such part or parts of the Site vested in them and they shall be jointly and severally liable for the breach of any covenant or obligation contained within this Deed provided that no such person shall be liable for any breach which occurs after they have parted with their entire interest in that part of the Site in which the breach

occurs but without prejudice to any liability for any subsisting breach arising prior to parting with such interest for which they shall continue to be liable.

4. SECTION 73 APPLICATIONS

- 4.1 An application approved by the Council pursuant to section 73 of the TCPA 1990 to vary or release any condition contained in the Planning Permission shall be deemed to be bound by the covenants and provisions of this deed which shall apply in equal terms to the new planning permission unless otherwise stated by the Council in writing.

5. ENABLING POWERS

- 5.1 This Deed is made pursuant to the provisions of Section 106 of the Act and shall constitute and shall be deemed to contain planning obligations for the purposes of Section 106 of the Act and in the event of a breach it shall be enforceable by the Council as local planning authority pursuant to all power enabling and all enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained and shall bind the then Owners' respective interest in the Site subject to the exceptions set out at Clause 7.
- 5.2 Without prejudice to the generality to clause 5.1 this Deed is further made pursuant to Sections 111 and 120 of the Local Government Act 1972 and Section 1 Localism Act 2011 insofar as the same may be relevant to the enforcement of the obligations contained herein.

6. CONDITIONS PRECEDENT

- 6.1 This deed is condition and shall only have effect upon:
- 6.1.1 the grant of Planning Permission; and
- 6.1.2 the Commencement of the Development
- save for the provisions of this clause 6 and clauses 10 – 20 which shall come into effect immediately upon completion of this Deed.
- 6.2 For the avoidance of doubt this Deed is entered into on the understanding that in the event of the Planning Permission being quashed as a result of any legal proceeding or revoked pursuant to Section 97 of the Act or expires before the Commencement of Development then this Deed shall absolutely determine and shall become null and void.

7. LIABILITY

- 7.1 The covenants contained in this Deed shall not be enforceable against:

- 7.1.1 utility companies in relation to any parts of the Site acquired by them for electricity sub-stations, gas governor stations, pumping stations or any of the operational functions of such companies; or
- 7.1.2 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant.

8. MONITORING

- 8.1 The Owner hereby agrees to notify the Council (by way of the S106 Monitoring Officer of the Council) of the following:

- 7.1.1 The Commencement of Development, within seven days of the same occurring PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent the Commencement of Development or the operation of this Deed;

- 7.1.2 The first Occupation of the Dwelling.

9. THE OWNER'S COVENANT WITH THE COUNCIL

- 9.1 The Owner COVENANTS with the Council to fully perform and observe the covenants set out in the SCHEDULE to this deed.

10. NOTICES

- 10.1 Any notice consent or other communication required 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.

- 10.2 The address for service of any such notice consent or approval as aforesaid shall be on all of the parties at the addresses aforesaid or such other address for service as shall have been previously notified in writing by the parties to all the other parties to this Deed.

- 10.3 A notice consent or approval under this Deed shall be deemed to have been served as follows:

- 10.3.1 if personally delivered at the time of delivery;

- 10.3.2 at the expiration of forty eight hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom.
- 10.4 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a prepaid first class or Tracked delivery envelope (if appropriate).
- 11. REGISTRATION OF THE DEED**
- 11.1 This Deed shall be registered as a Local Land Charge in the Register of Local Land Charges maintained by the Council.
- 12. WAIVER**
- 12.1 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.
- 13. CHANGE IN OWNERSHIP**
- 13.1 Save for any disposal to a statutory undertaker/utility company the Owner agrees with the Council to give the Council written notice as soon as is reasonably practicable of any change in ownership of their interest in the Site occurring before all the obligations under this Deed have been completed and/or satisfied such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or purchased by reference to a plan.
- 14. JURISDICTION**
- 14.1 This Deed is governed by and interpreted in accordance with the law of England.
- 15. VARIATION OF DEED**
- 15.1 No variation or amendment to this Deed shall be valid unless in writing and signed by or on behalf of all the parties referred to in this Deed save where such party no longer has any interest in the Site which is the subject of the variation in which case the variation shall be signed by the owner for the time being of the Site but not any statutory undertaker who acquires an interest in the Site for operational purposes.

16. CONDUCT AND CERTIFICATE OF SATISFACTION

- 16.1 Any party to this Deed may make application to the Council and for written confirmation to the effect that any of the provisions of this Deed have been completed and/or satisfied.
- 16.2 Where the Council's approval of details is required pursuant to planning obligations contained within this Deed, the Owner shall pay a fee to the Council when submitting an application for approval of details and such fee shall be in accordance with the Council's schedule of fees and charges in force at the date of the application.

17. APPLICATION OF DEED

- 17.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission pursuant to it) granted after the date of this Deed.

18. MONITORING

- 18.1 The Owner shall pay to the Council prior to the Commencement of Development the sum of ~~£349.00~~ in respect of the monitoring of the obligations in this Deed.

Commented [JW1]: LPA - please correct if this figure is wrong

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 19.1 The provision of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed save successors in title to the Owners.

20. RESOLUTION OF DISPUTES

- 20.1 In the event of any disputes or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Deed such dispute or difference may be referred to any party to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by an on behalf of the President for the time being of the professional body chiefly concerned in England with such matters as may be in dispute and such person shall act as an expert and their decision shall be final and binding on the parties to the dispute or difference and their costs shall be payable by the parties to the dispute in such proportion as they shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 20.2 In the absence of agreement between the parties to the dispute or difference as to the suitability of the person to be appointed pursuant to clause 20.1 or as to the appropriateness of the professional body then such question may be referred by any party to a Solicitor appointed by or on behalf of the Presidents for the time being of

the Law Society of England and Wales and such Solicitor shall act as an expert and their decision shall be final and binding on the parties to the dispute or difference and their costs shall be payable by the parties to the dispute in such proportion as they shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

SCHEDULE 1

DEFINITIONS

In this schedule the following words and expressions shall unless the context requires otherwise have the meaning set out below:

“Self-Build/Custom-Build Development”	Means a development of a Dwelling to be either built or commissioned by the person or persons who will occupy the said Dwelling in accordance with the definition of Self-Build and Custom-Build housing set out in Section 1 of the Self-Build and Custom Housebuilding Act 2015 (as amended).
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PART 1

SELF-BUILD / CUSTOM-BUILD HOUSING – DELIVERY

The Owner covenants with the Council:

1. That the Development shall not be constructed or first Occupied otherwise than as a Self-Build/Custom-Build Development by Miss Grace Lovegrove.
2. Not to cause or permit any Dwelling to be first Occupied other than by the person who built it including where built following a commission by them.
3. To notify the Council with details of the first transferee of the Dwelling within 20 working days of the completion of such transfer.

IN WITNESS whereof this Deed has been duly executed as a Deed the day and year first above written.

Signed as a deed by

DUNCAN LOVEGROVE

.....

in the presence of:

.....

[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]

Signed as a deed by

CHARLOTTE VICTORIA
LOVEGROVE

.....

.....

in the presence of:

[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]

Signed as a deed by

CRAIG JONATHON LOVEGROVE

.....

in the presence of:

.....

[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]

Signed as a deed by

GRACE EDEN LOVEGROVE

.....

in the presence of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]