

DATED

2025

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER
SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990 RELATING
TO LAND AT THE OLD FARMHOUSE, 9 MILL LANE, POULSHOT, DEVIZES
SN10 1SA**

(1) ANDREW STEPHENSON RITCHIE and CAMILLA RITCHIE

-in favour of-

(3) WILTSHIRE COUNCIL

PLANNING APPLICATION REFERENCE xxxx

THIS DEED is made the day of 2025

BETWEEN:

- (1) **ANDREW STEPHENSON RITCHIE** and **CAMILLA RITCHIE** of The Old Farmhouse, 9 Mill Lane, Poulshot, Devizes SN10 1SA ("the **Owner**"); and

IN FAVOUR OF:

- (2) **WILTSHIRE COUNCIL** of County Hall, Bythesea Road, Trowbridge BA14 8JN ("the **Council**")

BACKGROUND

1. The words and phrases used in this Agreement are defined in Clause 1
2. The Council is the local planning authority for the Site
3. The Owner is registered as the proprietor of the freehold of the Site with absolute title at the Land Registry under Title Numbers WT120809
4. The Owner has submitted the Application for the Development to the Council for [a single-storey extension] pursuant to the Planning Application
5. The 2019 Permission has been Commenced and partially delivered in that the garage has been erected
6. The Owner gives this unilateral undertaking to ensure that the two-storey extension permitted by the 2019 Permission would not be erected if Planning Permission is granted and Commenced

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

2019 Permission: means the planning permission and listed building consent granted for two storey rear extension and demolition of garage and construction of replacement granted on 22 November 2019 bearing the references: 19/09113/FUL and 19/09389/LBC

Commencement: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990

Commenced and **Commences** shall be construed accordingly.

Commencement Date: the date of Commencement.

Default Interest Rate: 4% per annum means 4% per annum over the NatWest Bank plc base rate from time to time in force.

Development: the development of the Site described in the Planning Application.

Drawings: the plans and drawings permitted under the 2019 Permission at Annex 2

Garage: the garage as built at the date of this Deed and shown in the Garage Specifications at Annex 3

Plan: the plan attached to this deed at Annex 1.

Planning Application: means the application for full planning permission and listed building consent for **xxxx** submitted to the Council for the Development and allocated reference number **xxxx**

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application or a section 73 application to remove or vary conditions of that scheme

Proper Officer: means the Director of Economy, Environment and Infrastructure or such other Chief Officer as shall from time to time be responsible for the highways and infrastructure function of the Council

TCPA 1990: Town and Country Planning Act 1990 as amended.

Site: means the land against which this Agreement may be enforced as shown edged red on the Plan for identification purposes only and as more particularly described as part of the freehold land located at The Old Farmhouse, 9 Mill Lane, Poulshot, Devizes SN10 1SA being part of the land comprised in Land Registry Title Numbers WT120809

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

Works: means those building or engineering operations permitted by the 2019 Permission which specifically relate to the erection of a two-storey extension (and excluding the Garage permitted by the 2019 Permission) as shown on the [drawings at Schedule One](#)

VAT: means the tax referred to in the Value Added Tax Act 1994 or any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or 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** includes e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 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.
- 1.14 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 any other enabling powers.
- 2.2 The obligations contained in clause 3 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 Site 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 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. COVENANTS TO THE COUNCIL

- 3.1 The Owner covenants to the Council to perform the obligations set out in the Schedule 1.

4. EXCLUSIONS AND RELEASE

- 4.1 No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Site, except in respect of any breach subsisting prior to parting with such interest.
- 4.2 It is intended that the obligations contained within this deed shall not be enforceable against:
- (a) any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services
 - (b) any mortgagee or chargee of the Site or any part of it UNLESS and UNTIL it becomes a mortgagee in possession of the Site (or part of it) or appoints a receiver or administrative receiver under the security or exercises its power of sale in which event it and its successors in title will be bound by the obligations as if it were a person deriving title from the Owner

5. DETERMINATION OF DEED

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 modified without consent; or
- (c) is quashed following a successful legal challenge.

6. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

7. COUNCIL'S COSTS

- 7.1 The Owner shall pay to the Council on the date of this deed the sum of £ xxx in connection with the preparation, completion and registration of this deed.

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8. OWNERSHIP

- 8.1 The Owner warrants to the Council that no person other than the Owner has any legal interest in the Site.
- 8.2 Until the obligations in clause 3 have been complied with the Owner will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Site:
- (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.

9. NOTICES

- 9.1 A notice or other communication to be given under or in connection with 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.

9.2 (PROVIDED such notice is properly addressed to Head of Legal Services and in both cases at the Council address stated in this deed) any notice or other communication given in accordance with this clause -will be deemed to have been received:

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- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Working Day after posting.

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

10. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

11. NON-WAIVER

Failure by the Council (including its officers) at any time to enforce the provisions of this Deed or require performance strictly or otherwise by the Owner of any of the conditions covenants or obligations of this deed or any failure or delay by the Council (including its officers) to exercise any act right or remedy shall not be construed as a waiver or as creating an estoppel in connection with any such condition covenant or obligation and shall not affect the validity of this Deed or any part of it or the right of the Council to enforce any provision or any variation of this Deed and the Council shall not vitiate the remainder of the Deed which shall remain in full force and effect subject to such amendment or amendments.

12. NOTICE OF COMMENCEMENT

The Owner warrants to the Council that they will

within 7 days of the actual Commencement Date serve a notice on the Council of the date of Commencement of the Planning Permission

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13. EVIDENCE OF COMPLIANCE

In addition and without prejudice to the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation to the Site or otherwise the Owner shall if and when required by the Council from time to time provide the Council (without charge and within 10 Working Days) with such information including any copies of any documents as the Council may reasonably request for the purpose of ascertaining whether there has been compliance with or any breach of the requirements of this Deed

14. EFFECT OF INVALIDITY ILLEGALITY OR ENFORCEABILITY

If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired

15. GOVERNING LAW

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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED

by **ANDREW STEPHENSON RITCHIE**

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

EXECUTED AS A DEED

by **CAMILLA RITCHIE**

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

SCHEDULE ONE

1. If the Owner shall Commence Development of the Planning Permission then the Owner covenants to the Council that it shall not undertake the Works
2. If any building or engineering operations are carried out as described in the Works then the Owner covenants not to Commence Development under the Planning Permission

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ANNEX ONE

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