

DATED

2026

DARREN LINDSEY

TO

WILTSHIRE COUNCIL

UNILATERAL UNDERTAKING

made under Section 106 of the Town and Country Planning Act 1990

relating to Buildings situate on land adjacent at Chelworth Industrial Estate

Braydon Lane Chelworth Cricklade SN6 6HQ

HEAL PLANNING

11 ST. MARY'S PLACE

SHREWSBURY

SY1 1DZ

THIS UNILATERAL UNDERTAKING is given on the day of 2023

BY:

- (1) **DARREN LINDSEY of Chelworth Industrial Estate Chelworth Cricklade
Wiltshire SN6 6HQ (“The Owner”)**

TO:

- (2) **WILTSHIRE COUNCIL of County Hall Bythesea Road Trowbridge
Wiltshire BA14 8JN (“The Council”)**

RECITALS:-

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and by whom the obligations in this Unilateral Undertaking are enforceable.
- (B) The Owner is the proprietor of the freehold interest in the Land registered at HM Land Registry under title number WT308680.
- (C) The Owner made the Application to the Council for the Planning Permission to carry out the Development under Application number **xxxx**
- (D) The Owner is satisfied that the planning obligations secured by this Unilateral Undertaking are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.

NOW THIS UNILATERAL UNDERTAKING WITNESSES as follows:-

1 INTERPRETATION

- 1.1 For the purposes of this Unilateral Undertaking the following words and expressions shall unless the context otherwise requires have the following meanings:-

“the 1990 Act”	means the Town and Country Planning Act 1990
“Application”	means the application for planning permission to carry out the Development at the Land validated by the Council and given the reference ???
“Commencement of Development”	means the date on which planning permission is granted
“Development”	Change of use
“the Land”	means the land within which the Development is to take place and against which the obligations in this Unilateral Undertaking may be enforced which is registered at HM Land Registry under title number WT308680 and shown for the purpose of identification only edged in red on the Plan.
“Parties”	means the Owner
“Plan”	means the plan attached to this Unilateral Undertaking at Schedule 1.
“Planning Permission”	means the planning permission for the Development to be granted by the Council pursuant to the Application.

“Working Day” means any day excluding Saturdays, Sundays and any bank holidays in England and **“Working Days”** shall be construed accordingly.

1.2 In this Unilateral Undertaking:-

- 1.2.1 Reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force.
- 1.2.2 The headings in this Unilateral Undertaking are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of this Unilateral Undertaking.
- 1.2.3 Reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Unilateral Undertaking.
- 1.2.4 Unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa.
- 1.2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner.
- 1.2.6 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction.
- 1.2.7 Covenants made in this Unilateral Undertaking if made by more than one person are made jointly and severally unless otherwise expressly stated.

1.2.8 Reference to any party to this Unilateral Undertaking shall include the successors in title to that party.

1.2.9 Reference to the Council shall mean Cornwall Council acting in its statutory capacity as local planning authority (and any successor to its respective statutory functions)

2 STATUTORY AUTHORITY AND ENFORCEABILITY

2.1 This Unilateral Undertaking is entered into under section 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and all the restrictions covenants and undertakings in this Unilateral Undertaking are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council not only against the Owner but also against any successors in title to the respective interests of the Owner (unless otherwise stated in this Unilateral Undertaking).

2.2 This Unilateral Undertaking is executed by the Owner as a Deed.

3 EFFECT AND CONDITIONALITY OF THIS UNILATERAL UNDERTAKING

3.1 This Unilateral Undertaking is conditional and shall become binding upon the following condition being satisfied:

3.1.1 the grant of the Planning Permission; and

4 THE OWNER COVENANTS AND OBLIGATIONS

4.1 The Owner covenants to the Council to perform the obligations specified in Schedule 2.

5 DETERMINATION OF THE PLANNING PERMISSION

5.1 Without prejudice to any of the obligations which come into force on or before the date of this Unilateral Undertaking. The Owner covenants that this Unilateral Undertaking shall cease to have any further effect in the event that:-

5.1.1 the Planning Permission is revoked; or

5.1.2 if the Planning Permission is quashed on judicial review without being thereafter re-granted by the Council.

5.2 This Unilateral Undertaking is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission issued subsequent to the grant of the Planning Permission.

5.3 The provisions of this clause 8 shall not fetter the Council's power to enforce this Unilateral Undertaking by way of an application for declaratory relief or injunction.

6 POWERS OF THE COUNCIL

The Owner accepts that nothing shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of its statutory functions under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force

7 THIRD PARTY RIGHTS

The parties do not intend that any person shall be able to enforce the terms of this Unilateral Undertaking by virtue of the Contracts (Rights of Third Parties) Act 1999 and as such a person who is not named in this Unilateral Undertaking shall not have a right to enforce any of its terms PROVIDED ALWAYS THAT nothing in this Unilateral Undertaking shall prevent any successors in title to any of the parties from being able to benefit or to enforce the provisions of this Unilateral Undertaking (and in the case of the Council the successor to its respective statutory functions).

8 REGISTRATION OF THIS UNILATERAL UNDERTAKING

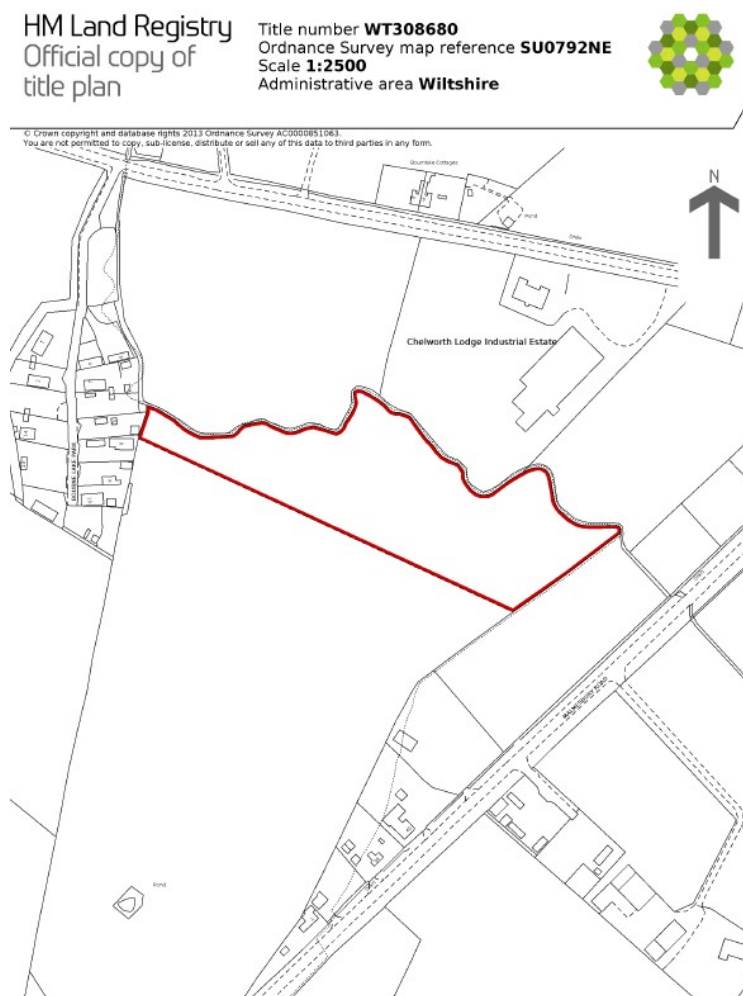
The Owner accept that this Unilateral Undertaking may be registered by the Council as a local land charge in the Register of Local Land Charges maintained by the Council.

9 JURISDICTION

This Unilateral Undertaking is governed by and interpreted in accordance with the law of England and Wales.

SCHEDULE 1

Plan



SCHEDULE 2

OWNER OBLIGATIONS

Upon Planning Permission being granted the Owner shall within 56 calendar days remove of all unauthorized temporary buildings located on the land under title number WT308680 illustrated on the plan hereunder:



Storage Container Location B
Shipping container Location C
Portacabin Location D
Office/Toilet Location E

IN WITNESS of which this Unilateral Undertaking has been duly executed as a deed and has been delivered once dated.

Signed as a DEED by **DARREN LINDSEY** in the presence of:

.....
SIGNATURE OF DARREN LINDSEY

.....
[SIGNATURE OF WITNESS]

[NAME OF WITNESS].....

[ADDRESS OF WITNESS].....

[OCCUPATION OF WITNESS].....