



Town and Country Planning Act

Planning obligation by way of unilateral undertaking under section 106 of the above Act, relating to:

Site Address:	Land to the east of New Road, Melksham, SN12 7QZ
LPA reference:	PL/2025/09917
LPA:	Wiltshire Council
Version:	7 (26 th May 2026)
Appeal reference:	6007352

This obligation by way of unilateral undertaking is made on 31 March 2026

BY

(1) **Mr Stuart Little** presently of 41 Churchill Avenue Melksham Wiltshire SN12 7JN (**Owner**)

TO

(2) **Wiltshire Council** of County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN (**Council**)

Background

- (A) The Owner is the freeholder of the Land registered at the Land Registry under title numbers WT448877 shown for the purposes of identification only edged red on the Plan.
- (B) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (C) The Owner has submitted the Planning Application to the Council in which the Development comprises two Self-Build Dwellings and satisfies the criteria under regulation 8 of the 2024 Exemptions Regulations.
- (D) The Development (individually and cumulatively) will remain Self-Build Dwellings for the Occupation Period. The planning obligations contained in this Deed are relevant, proportionate and necessary.
- (E) The Secretary of State is considering an Appeal under Section 78 of the 1990 Act and may grant planning permission for the Development subject to conditions and the prior completion of this Deed in the interests of the proper planning of the area. The Planning Inspectorate reference number for the appeal is to be confirmed, but this deed is submitted attendant to the same and the LPA reference number persists regardless.

This Unilateral Undertaking witnesses as follows:

1. Definitions

The definitions and rules of interpretation in this clause apply in this Deed:

"the Act"	means the Town and Country Planning Act 1990 (as amended) .
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended).
"Commencement of Development"	means the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the Planning Permission and "Commence" and "Commenced" shall be construed accordingly.
"Development"	means any development permitted by the Planning Permission.
"Land"	means the land at Land to the east of New Road Melksham SN12 7QZ shown edged red on the Plan.
"Occupation" and "Occupied"	means occupation of a completed Self-Build Dwelling as the principal residence of the Owner or a member of the Owner's Immediate Family for the purposes permitted by the Planning Permission and 'Occupied' and 'Occupy' shall be construed accordingly.
"Occupation Date"	means in relation to each Self-Build Dwelling, the date upon which that dwelling is first Occupied as notified to the Council pursuant to the Occupation Notice.
"Occupation Notice"	means the notice in writing to be served upon the Council by the Owner notifying it of the Owner's intention to Occupy a Self-Build Dwelling.
"Occupation Period"	means in relation to each Self-Build Dwelling, the continuous period of 3 (three) years from the relevant Occupation Date

"Plan"	means the plan or drawing attached to this Deed as Appendix A and referenced ST9265SW. The plan is for the purposes of identification only.
"Planning Application"	means the planning application for outline planning permission for the erection of up to 2 self-build dwellings and associated infrastructure, all matters are reserved except for access and allocated reference number PL/2025/09917.
"Planning Permission"	means the planning permission for the Development that may be granted pursuant to the Planning Application.
"Self-Build Development(s)"	means development which is to be Occupied by the Owner or the Owner's immediate family only as their principal residence in compliance with the requirements of the Self-build and Custom Housebuilding Act 2015 (or such other replacement or successor legislation).
"Self-Build Dwelling(s)"	means the dwelling which is permitted to be erected pursuant to the Planning Permission as Self-Build Development.
"Working Day(s)"	means days on which clearing banks in the City of London are open to the public and for the avoidance of doubt such days shall not include any Saturday, or Sunday, New Year's Day, Good Friday, Easter Monday, May Day, Christmas Day, and Boxing Day.

2. Construction of this Deed

- 2.1. Words importing the masculine include the feminine and neuter gender and vice versa.
- 2.2. Words importing the singular include the plural and vice versa.
- 2.3. Words importing persons include companies, corporations and vice versa and all such words shall be construed interchangeable in that manner.

- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually.
- 2.5. Insofar as different parts of or interests in the Land are owned by different persons each person covenants with the Council and with one another to co-operate insofar as they are able to ensure that the covenants herein on behalf of "the Owner" are fulfilled as expeditiously as possible.
- 2.6. The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed.
- 2.7. Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed.
- 2.8. In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion.
- 2.9. In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it.
- 2.10. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and successors to any statutory functions of the Council.
- 2.11. Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done.

3. Statutory Provisions

- 3.1. This Deed is given pursuant to Section 106 of the Act and all other enabling powers and may be enforced by the Council pursuant to those powers.
- 3.2. The covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that it shall bind the parties and their respective successors in title to each and every part of the Land and are enforceable by the Council as local planning authority.
- 3.3. It is acknowledged that the obligations contained in this Deed are:

- 3.3.1. necessary to make the Development acceptable in planning terms;
- 3.3.2. directly related to the Development; and
- 3.3.3. fairly and reasonably related in scale and kind to the Development in accordance with the requirements of Regulation 122 of the CIL Regulations.

4. Commencement and Effect

- 4.1. This Deed takes effect upon the grant of the Planning Permission.
- 4.2. The Owner shall notify the Council of the Commencement of Development, and the Owner agrees that no time shall run to the detriment of the Council if and so long as the Owner has failed to serve notice.
- 4.3. The Owner shall notify the Council of the Occupation Date by serving the Occupation Notice at least 5 (five) Working Days before the Occupation Date.

5. The Owner's Covenants

- 5.1. The Owner will observe and perform the obligations set out in this Deed and Schedule 1.

6. General

- 6.1. If before Commencement of Development the Planning Permission:
 - a) expires within the meaning of Sections 91, 92, or 93 of the Act; or
 - b) is revoked, quashed or modified without the consent of the Owner;this Deed shall cease to have effect.
- 6.2. The Owner shall pay to the Council, upon the granting of planning permission, its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed and in relation to any transaction arising therefrom upon completion of the same. This shall be limited to £800.
- 6.3. This Deed shall be registerable as a local land charge by the Council.
- 6.4. If required by the Council the Owner shall secure registration of this Deed in the Charges Register of the Registered Title to the Land at the Land Registry.
- 6.5. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

- 6.6 No person shall be liable for any breach of the obligations contained in this Deed after parting with their interest in the Land or relevant part thereof.
- 6.7 Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations.
- 6.8 This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

7. Notices

Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by pre-paid first class post or other next working day delivery service to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services and quote reference IKEN 203174 (unless other reference numbers are provided) and copied to the Section 106 and Community Infrastructure Levy Officer email: cilands106@wiltshire.gov.uk.

8. Waiver

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. Change in Ownership

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation transferred by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Self-Build Dwelling.

10. Delivery

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

Schedule 1 – Covenants to the Council

1. The Owner covenants with the Council that:
 - 1.1. Serve on the Council the Occupation Notice at least 5 (five) Working Days before the Occupation Date and not to Occupy any Self-Build Dwelling until the Owner has served on the Council the Occupation Notice in accordance with this paragraph 1.1; and
 - 1.2. Ensure that each Self-Build Dwelling is Occupied only as a Self-Build Dwelling during the Occupation Period and shall not permit any Self-Build Dwelling to be Occupied otherwise than as a Self-Build Dwelling during that period
 - 1.3. Not at any time during the Occupation Period sell or let any Self-Build Dwelling to anyone other than a member of the Owner's immediate family.
 - 1.4. Nothing in this Deed shall prohibit or restrict the grant of any mortgage or legal charge over any Self-Build Dwelling or the exercise by any mortgagee or chargee of its rights thereunder.

PROVIDED ALWAYS that the restrictions in paragraphs 1 and 2 shall cease to apply upon the expiry of the Occupation Period.

Schedule 2 – The Development

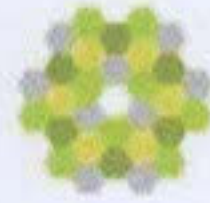
1. The sub-division of a residential plot and the construction of two self-build dwellings with associated infrastructure as per planning application with LPA reference PL/2025/09917.

Appendix A

Title Plans from Land Registry (dated 21/05/2026)

HM Land Registry
Current title plan

Title number **WT448877**
Ordnance Survey map reference **ST92655W**
Scale **1:2500**
Administrative area **Wiltshire**



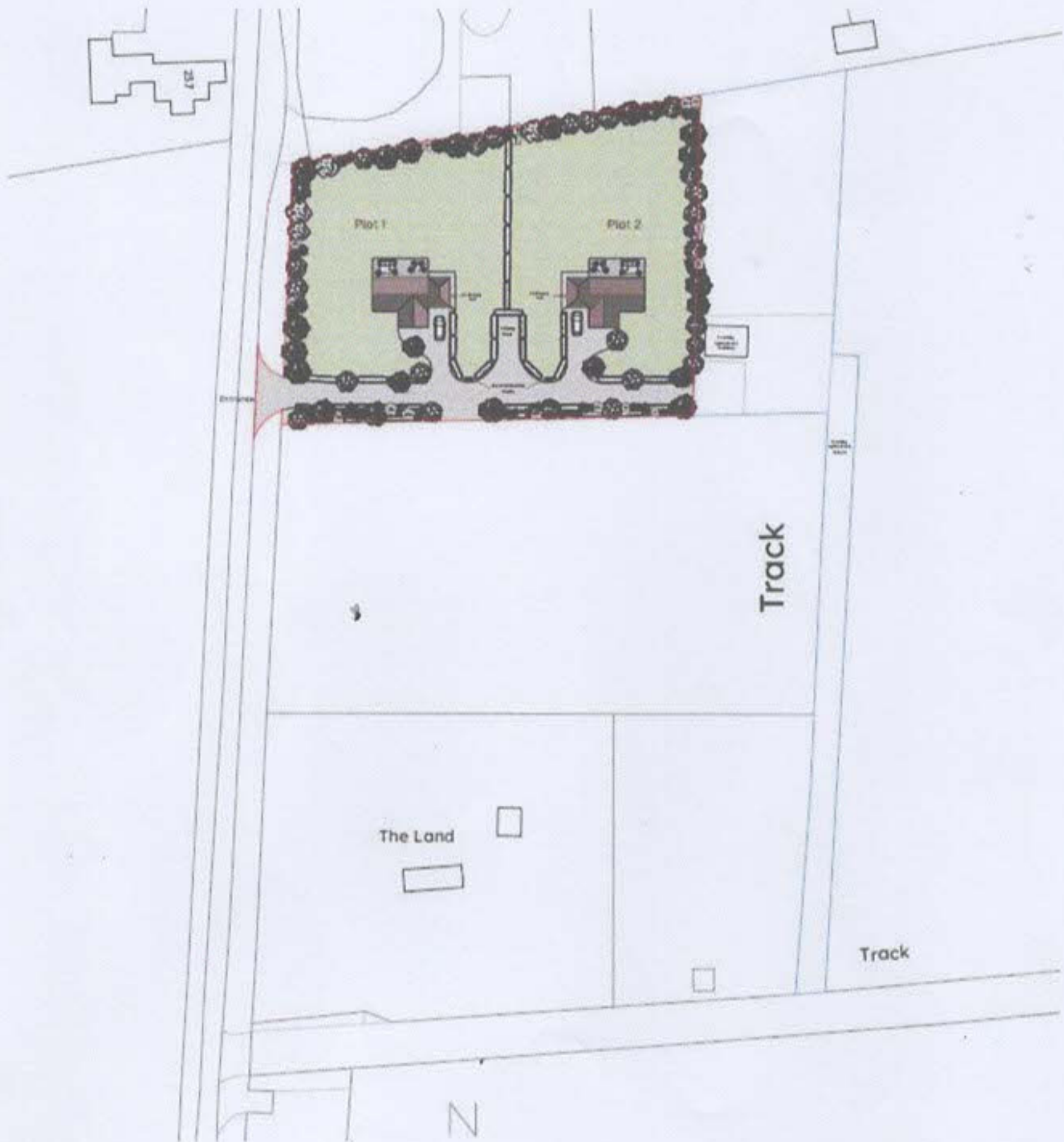
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SL
26/5/26

Appendix B

Illustrative Site Layout Plan



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26/5/26

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

Signed as a deed by STUART LITTLE

Full Name

STUART LITTLE

Signature

[REDACTED]

Date

26/5/26

In the presence of

Name of witness

MARX LAURENCE

Signature of witness

[REDACTED]

Date

26/5/26

Address of witness

26 CHURCHILL AVENUE
MELKSHAM
WILTS
SN12 7JL

Occupation of witness

SERVICE MANAGER, MOD