

UNILATERAL UNDERTAKING

(Self-Build and Custom Housebuilding — PL/2026/00531 — Land to the East of Yarnbrook Road, West Ashton, Wiltshire)

THIS UNILATERAL UNDERTAKING is made this _____ day of _____ 2026

BY

ANNE STRICKLAND of 6 Easterton Sands, near Devizes, Wiltshire SN10 4PY (the “Owner”)

AND

MILLEN HOMES LIMITED (company number 07079288) whose registered office is at Suite 6, Floor 2, Congress House, 14 Lyon Road, Harrow, England HA1 2EN (the “Developer”)

IN FAVOUR OF

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 Town and Country Planning Act 1990 (as amended) for the area within which the Site is situated and by whom the obligations and covenants contained in this Deed are enforceable.
- (B) The Owner is the freehold owner of the Site which is registered at HM Land Registry under title number WT205214.
- (C) The Owner and the Developer have agreed to enter into a unilateral planning obligation by way of this Deed to ensure that each Plot is secured for Self-build and Custom Housebuilding and to secure the Contributions.
- (D) The Owner and the Developer in entering into this Deed do so to create planning obligations pursuant to section 106 of the 1990 Act in respect of their interest in the Site and the Owner and the Developer agree to be bound by the covenants, restrictions and obligations contained in this Deed.
- (E) The Developer has applied to the Council for planning permission under reference PL/2026/00531 and, the Council having refused that application, an appeal has been made to the Secretary of State under reference [APP/Y3940/W/____/_____]. This Deed is offered in connection with that appeal.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following expressions shall have the following meanings:

“Application”

means the outline planning application referenced PL/2026/00531 for the construction of 9 new self-build / custom-build dwellings on the Site (access and layout only, all other matters reserved).

“Commencement”

means the carrying out of a material operation as defined in section 56(4) of the Town and Country Planning Act 1990, and “Commence” shall be construed accordingly.

“Contact Details”

means the name(s), email address(es) and/or phone number(s) of the person(s) who will be the point of contact for potential purchasers of a Plot.

“Contributions”

means the TWBMS Habitat Contribution, the TWBMS Recreational Contribution and the SPA Contribution, as set out in Clause 4.

“Council’s Self-build and Custom Housebuilding Register”

means the self-build and custom housebuilding register maintained by the Council pursuant to the Self-build and Custom Housebuilding Act 2015 (as amended).

“Development”

means the development authorised by the Planning Permission.

“Digital Marketing Material”

means online marketing content made available via a publicly accessible weblink used to promote the sale of a Plot and which includes details of all necessary rights of access benefiting the prospective Plot and any obligations affecting or relating to the Plot but expressly excludes downloadable or standalone digital documents.

“First Marketing”

means, in respect of a Plot, the date marketing of that Plot commences in accordance with Clause 3.1 following Council approval of the Plot Passport and receipt of the Digital Marketing Material and Contact Details of the person(s) acting as the point of contact for potential purchasers of that Plot.

“Habitat Mitigation Measures”

means the strategic mitigation measures identified in the TWBMS and in the Salisbury Plain SPA mitigation strategy towards which the Contributions are applied.

“Planning Obligations Guidance”

means the developer contributions / planning obligations guidance and supplementary planning documents adopted by the Council and in force at the date of this Deed, including the TWBMS.

“Planning Permission”

means the planning permission granted pursuant to the Application (whether by the Council or on appeal), including any permission granted under section 73 or section 96A of the Town and Country Planning Act 1990.

“Plot”

means a serviced parcel of land within the Site intended for development of a single Self-build and Custom Housebuilding dwelling, having:

- (a) legal and physical access to the public highway;
- (b) connections (or connection points) at the plot boundary for mains water, electricity and foul drainage;
- (c) telecommunications infrastructure including fibre-optic broadband; and
- (d) the benefit of a Plot Passport approved by the Council.

The Development comprises 9 Plots.

“Plot Passport”

means a document prepared in accordance with the Planning Obligations Guidance and this Deed and approved by the Council. It shall provide a clear and concise summary of design, siting and development parameters for the Plot together with the relevant marketing and technical information for prospective purchasers, including:

- (i) detail of the Plot, including a scale plan clearly identifying its location;
- (ii) the size and boundaries of the Plot;
- (iii) permissible building lines, maximum building heights and developable building footprint;
- (iv) details of access to servicing infrastructure and utilities;
- (v) minimum separation distances to adjoining properties;
- (vi) requirements for car parking provision and access arrangements;
- (vii) details of refuse storage areas;
- (viii) identification of any site constraints (including the retained ecological features and dark-corridor buffers);

- (ix) confirmation that no more than one dwelling may be constructed on the Plot;
- (x) information relating to the community infrastructure levy including any applicable exemption;
- (xi) the purchase price of the Plot;
- (xii) the marketing requirements including the periods during which persons registered on Part 1 and Part 2 of the Council’s Self-build and Custom Housebuilding Register are to be prioritised.

“Qualifying Person”

means:

- (a) a person registered on Part 1 of the Council’s Self-build and Custom Housebuilding Register maintained pursuant to the Self-build and Custom Housebuilding Act 2015 (as amended); or
- (b) a person registered on Part 2 of the Council’s Self-build and Custom Housebuilding Register maintained pursuant to the Self-build and Custom Housebuilding Act 2015 (as amended).

“Record of Sales Enquiries”

means a record of all enquiries received in relation to a Plot including the date of enquiry, nature of enquiry, level of interest expressed, feedback received, whether the enquirer visited the site and the reason(s) why the enquirer did not purchase the Plot.

“Self-build and Custom Housebuilding”

shall have the meaning given in section 1(A1) of the Self-build and Custom Housebuilding Act 2015 (as amended), namely:

‘the building or completion by (a) individuals, (b) associations of individuals, or (c) persons working with or for individuals or associations of individuals, of houses to be occupied as homes by those individuals’,

and in accordance with section 1(A2) of the Self-build and Custom Housebuilding Act 2015 (as amended):

‘it does not include the building of a house on a plot acquired from a person who builds the house wholly or mainly to plans or specifications decided or offered by that person’.

For the avoidance of doubt, and where pre-approved designs are made available, it must ensure that the initial occupants are afforded genuine and meaningful design input and control, including (but not limited to) the freedom to influence:

- (a) the size and shape of the dwelling (including any outbuilding);
- (b) the position, size and configuration of all windows and doors on all elevations;
- (c) the materials and finishes across all elevations and the roof;
- (d) the internal layout and configuration;
- (e) the building specification and construction approach;
- (f) sustainability and energy efficiency features; and
- (g) internal and external finishes.

“Site”

means the land to the East of Yarnbrook Road, West Ashton, Wiltshire BA14 6AP shown edged red on the Plan annexed at Schedule One to this Deed and registered at HM Land Registry under title number WT205214.

“SPA”

means the Salisbury Plain Special Protection Area.

“SPA Contribution”

means the financial contribution towards strategic recreational mitigation for the SPA, as set out in Clause 4.

“TWBMS”

means the Trowbridge & Westbury Bat Mitigation Strategy Supplementary Planning Document adopted by the Council.

“TWBMS Habitat Contribution / TWBMS Recreational Contribution”

means the financial contributions towards habitat mitigation (yellow zone) and recreational mitigation (grey zone) respectively under the TWBMS, as set out in Clause 4.

- 1.2 Where in this Deed reference is made to any clause, schedule or plan such reference (unless the context otherwise requires) is a reference to a clause, schedule or plan in this Deed.
- 1.3 Clause headings are for reference only and shall not affect the interpretation of this Deed.
- 1.4 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party except where stipulated otherwise and, in the case of the Council, the successors to its function as local planning authority.
- 1.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.6 Words of the masculine gender include all genders and words denoting natural persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.8 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.
- 1.9 Words denoting an obligation on a party to do any act, matter or thing include an obligation to ensure that it is done and words placing a party under a restriction include an obligation not to cause, permit or allow infringement of the restriction.
- 1.10 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.
- 1.11 A reference to "writing" or "written" includes email but not fax.

2. PLANNING OBLIGATIONS

- 2.1 This Deed is made pursuant to section 106 of the Town and Country Planning Act 1990 and all other enabling powers.
- 2.2 The obligations contained in this Deed are planning obligations and shall bind the Site and the Owner, the Developer and their successors in title.
- 2.3 This Deed is conditional upon and the obligations take effect only on the grant of the Planning Permission (whether by the Council or on appeal). If the Planning Permission is not granted, or is granted but quashed, revoked or otherwise withdrawn before Commencement, this Deed (other than this clause and clauses 1 and 8) shall cease to have effect.

3. SELF-BUILD AND CUSTOM HOUSEBUILDING OBLIGATIONS

- 3.1 The Owner and Developer covenant with the Council that they shall not Commence Development on a Plot until that Plot has been offered for sale in the following sequence, starting from the date on which a Plot Passport has been approved by the Council and the Council have received the Contact Details and Digital Marketing Material:
- (i) For the first 6 weeks, exclusively to persons on Part 1 of the Council's Self-build and Custom Housebuilding Register;
 - (ii) If unsold, for a further 6 weeks, exclusively to the Qualifying Persons;
 - (iii) If still unsold, then the Plot may be marketed nationally, provided it is sold only for Self-build and Custom Housebuilding.
- 3.2 The Owner or Developer shall not proceed to the marketing phase as set out in 3.1(iii) above without first submitting to the Council written evidence in respect of the Plot, demonstrating that the Plot has been marketed in accordance with 3.1(i) and 3.1(ii) above. Such written evidence shall include (but not be limited to):
- (i) advertisements and marketing materials used in connection with the sale of the Plot;
 - (ii) a Record of Sales Enquiries;
 - (iii) a record of viewings, offers received, and any negotiations undertaken in respect of the Plot.
- The Council shall be entitled to require additional information if reasonably necessary to verify that the marketing requirements have been met.
- 3.3 No dwelling on a Plot shall be first occupied until the Council has received written evidence demonstrating that the purchaser of that Plot:
- (a) constructed the dwelling for their own occupation; and
 - (b) entered into a build contract or personally oversaw and managed the design and build process of their home; and
 - (c) whether they were a Qualifying Person at the point of sale or reservation or whether the sale was in accordance with 3.1(iii).
- 3.4 If a Plot remains unsold after 12 months from the First Marketing of that Plot, and the Owner and Developer have demonstrated genuine compliance with the above, the Council may agree in writing to modify or discharge the obligation in respect of that Plot under section 106A of the Act.
- 3.5 If a Plot has not been sold within 12 months from First Marketing of that Plot, the Owner and/or Developer may, with the written agreement of the Council, market and sell that Plot as a market dwelling.

4. CONTRIBUTIONS

- 4.1 The Owner and the Developer covenant with the Council to pay the Contributions prior to Commencement of the Development.
- 4.2 The Contributions payable shall be:
- (a) **TWBMS Habitat Contribution:** £1,000 per dwelling × 9 dwellings = £9,000, index-linked from the date of this Deed to the date of payment, towards habitat mitigation (yellow zone) under the TWBMS;
 - (b) **TWBMS Recreational Contribution:** £925 per dwelling × 9 dwellings = £8,325, towards strategic recreational mitigation (grey zone) under the TWBMS; and
 - (c) **SPA Contribution:** £[to be confirmed by the Council] per dwelling × 9 dwellings = £[], towards strategic recreational mitigation for the Salisbury Plain SPA, payable only if and to the extent that the Council confirms in writing that such mitigation is not funded

through the Community Infrastructure Levy in respect of the Development (the dwellings being intended for self-build, to which a CIL self-build exemption may apply).

Indicative total (excluding the SPA figure to be inserted and any indexation): £17,325.

- 4.3 The Contributions shall be used by the Council towards the Habitat Mitigation Measures.
- 4.4 Each Contribution which is expressed to be index-linked shall be index-linked from the date of this Deed (or the stated base date) to the date of payment in accordance with the BCIS All-in Tender Price Index (or such alternative index as the Council may reasonably specify).
- 4.5 If any Contribution is not paid on the due date, interest shall be payable at 4% above the Bank of England base rate.

5. MONITORING FEE

- 5.1 The Owner or Developer shall pay to the Council a monitoring fee of £433.13 (being 2.5% of the total financial contributions payable under this Deed, in accordance with the Council's published monitoring charge), or such other sum as the Council's published schedule prescribes at the date of payment, prior to Commencement.

6. LIABILITY

- 6.1 No person shall be liable for any breach of this Deed after they have parted with their interest in the Site, save for any subsisting breach arising prior to disposal.
- 6.2 Individual purchasers of a Plot (and their mortgagees) shall not be bound by this Deed provided they comply with the Self-build and Custom Housebuilding requirements.

7. WARRANTIES

- 7.1 The Owner warrants that:
 - (a) she is the freehold owner of the Site; and
 - (b) the Site is free from undisclosed encumbrances.
- 7.2 The Developer warrants that it has authority to enter into this Deed.

8. GENERAL

- 8.1 This Deed shall be registered as a local land charge.
- 8.2 Nothing in this Deed shall prejudice the Council's statutory powers.
- 8.3 This Deed may be modified or discharged pursuant to section 106A of the Town and Country Planning Act 1990.
- 8.4 The obligations shall run with the land and bind the Site, the Owner, the Developer and their respective successors in title.
- 8.5 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same deed.

9. JURISDICTION

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

EXECUTION

EXECUTED as a DEED by the Owner

ANNE STRICKLAND

Signature:

In the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED as a DEED by MILLEN HOMES LIMITED

Acting by:

Director signature:

Name:

Date:

Director / Secretary signature:

Name:

Date:

Schedule One — Site Plan

(Land edged red — title number WT205214)