

DATED 10ⁿ August- 2026

UNILATERAL UNDERTAKING
GIVEN BY

TO

WILTSHIRE COUNCIL

Deed under Section 106 of the Town and Country Planning Act 1990 and all other
enabling powers

relating to **Land at Southfield, Parsons Lane, Crockerton,
Warminster, BA12 8AR**

Application Reference PL/2025/09180

This Undertaking dated the 10th day of August 2026

Is given by Mr Andrew Daking of Southfield, Parsons Lane, Crockerton, Warminster, BA12 8AR

("the Owners")

To:

WILTSHIRE COUNCIL of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN
("the Council")

BACKGROUND

A The Owners are the freehold owners of the Site registered at the Land Registry with freehold title absolute shown for the purposes of identification edged red on the Site Location Plan ("the Land")

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 Owners submitted the Planning Application to the Council and have appealed the Council's decision in respect of that application. The Owners have entered into this Unilateral Undertaking to secure the planning obligations contained herein, for the purpose of assisting the Inspector in determining that the development is acceptable in planning terms.

NOW THIS DEED 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)
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“Commencement of Development”	means the date on which any material operation as defined in section 56(4) of the Act forming part of the Development begins to be carried out (with the exception of investigation of ground conditions and remedial work archaeological work demolition and erection of hoardings) [and in the context of a Residential Unit or Residential Units the material building operation or development in accordance with Section 56 of the Act shall refer to that Residential Unit or Residential Units and Commence and Commenced shall be construed accordingly
Development"	means any development permitted by the Planning Permission
"Occupation" and "Occupied"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction and <i>"Occupy"</i> shall be construed accordingly
"Occupation Notice"	means the notice in writing to be served upon the Council by the Owner notifying it of the Owners' intention to Occupy the Application Land in accordance with the draft notice contained within the Appendix hereof
“Site Location Plan Plan”	means the plan or drawing attached to this Deed referring to relating to land at Southfield, Parsons Lane, Crockerton, Warminster, BA12 8AR which plan is for the purposes of identification only contained in Schedule 1 of this Deed
“Planning Application”	means the planning application for Permission in Principle for ‘the development of up to 2no. dwellings” registered by the Council on 25/11/2025 and allocated reference number PL/2025/09180

“Planning Permission”	means any planning permission for the Development that may be granted pursuant to the Planning Application together with any variation of the Planning Permission pursuant to s.73 of the Act
“Land”	means the land shown for the purposes of identification in Schedule 1 of this Deed edged red on the Site Location Plan
“Package Treatment Plan”	means the wastewater treatment plant approved pursuant to the Planning Permission and installed to serve the Development.
“Nutrient Neutrality Assessment”	means the nutrient neutrality information submitted in support of the Planning Application.
“Lifetime of the Development”	means for so long as the Development remains in existence and occupied.

2. Construction of this Deed

2.1. 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

2.2. 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

2.3. 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

2.4. 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 made pursuant to section 106 of the Act and all other enabling 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. Nothing in this Deed shall be construed as limiting or restricting the right to develop the Land in accordance with a planning permission granted after the date of this Deed (save for the Planning Permission)

4. Commencement

4.1 This Deed is takes effect upon:

4.1.1 The grant of planning permission through the appeal; and

4.1.2 the Commencement of Development

except for any relevant provisions of clause 6 of this Deed which shall come into effect immediately on completion of this Deed.

5. The Owner's Covenants

The Owner will observe and perform the obligations set out in the Schedule 2 of this Deed

6. General

It is agreed that:

6.1. Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission.

6.2. This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any replacement body of the Council)

6.3. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest

6.4. Insofar as any clause or clauses or any part thereof of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

6.5. 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 Developer;

this Deed shall cease to have effect

6.6 This Deed shall be registerable as a local land charge by the Council

6.7 If required by the Council the Owner / the Developer shall secure registration of this Deed in the Charges Register of the Registered Title to the Land at the Land Registry

6.8. Where the agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given in writing on behalf of the Council by the Engineer or Director as appropriate

6.9. 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

6.10. 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

6.11. 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.

6.13 The obligations under this Deed shall not be binding on nor enforceable against:

- a) any statutory undertaker which acquires any part of the Land or an interest in it for the purposes of its statutory undertaking;
- b) any future mortgagee or chargee of the whole of any part of the Land or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the Land (or any part of it to which such obligation relates) in which case it shall be liable as if it were a successor in title to the Owner in relation to the Land (or the relevant part of it) PROVIDED THAT neither any mortgagee nor chargee nor person deriving title from such mortgagee or charge shall be liable for any breach of the obligations contained in this Deed unless committed at a time when that person is in possession of the Land (or any part of the Land to which such obligation relates).

7. 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.

In witness of which the parties have executed this Agreement as a deed and have delivered it upon dating the day and year first before written.

EXECUTED AS A DEED BY

Mr Andrew Daking Signature.....

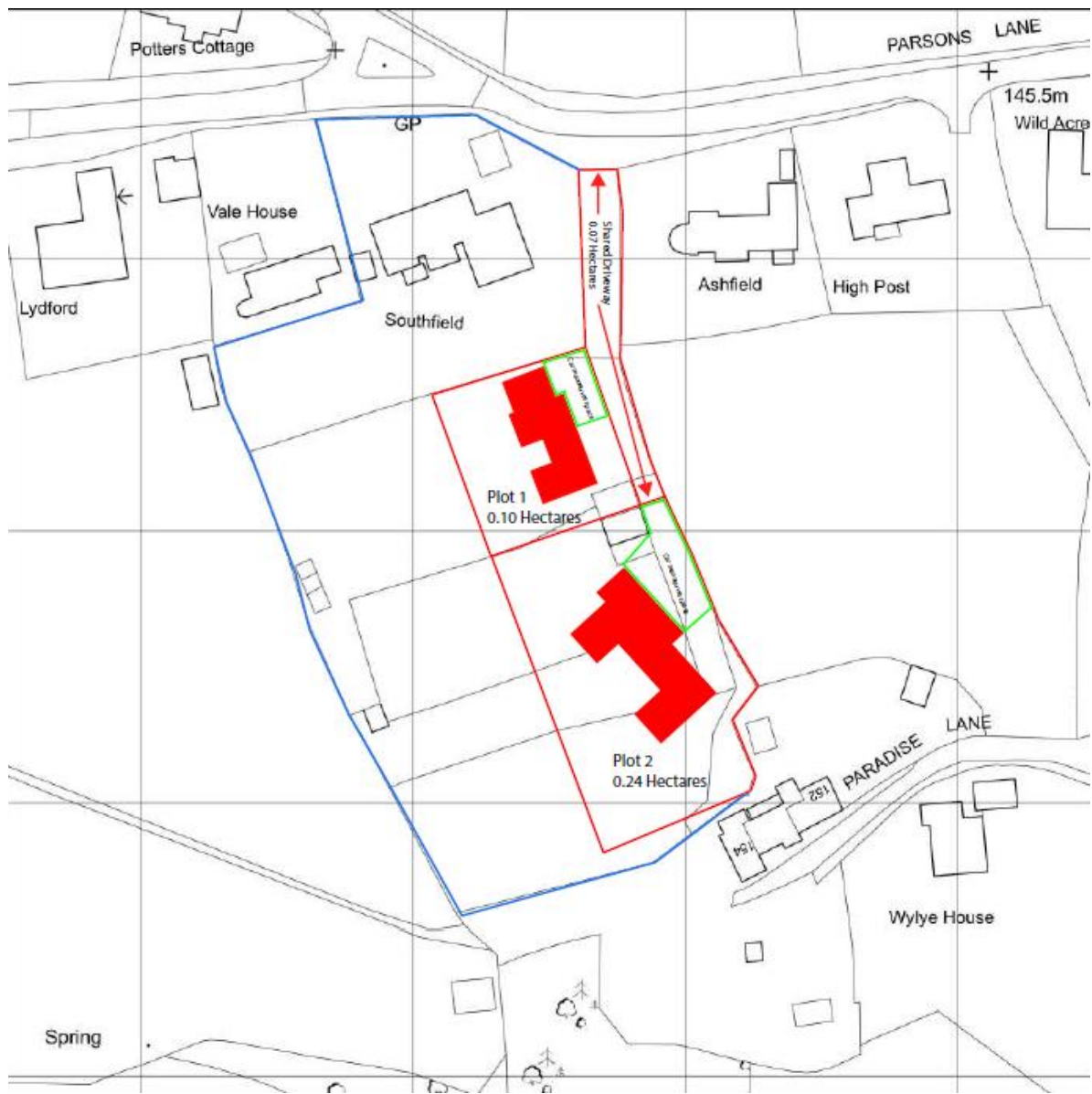
in the presence of:

Witness Signature:

Witness Name: JAMES A DAKIN

Witness address: 19 NEWLANDS ROAD
BUISHTON
TAUNTON
TA3 5JZ

Schedule1



Schedule 2

Owner's covenant

The Owners covenants and agrees as follows:-

1. Occupation by the Owner

- 1.1 Not to Occupy the Development unless and until the Package Treatment Plant approved pursuant to the Planning Permission has been installed and is operational.
- 1.2 To retain and operate the Package Treatment Plant for the lifetime of the Development.
- 1.3 Not to Occupy or permit Occupation of the Development at any time when the Package Treatment Plant is not fully operational and capable of providing the wastewater treatment performance relied upon within the Nutrient Neutrality Assessment submitted in support of the Planning Application.
- 1.4 To maintain the Package Treatment Plant in accordance with the manufacturer's recommendations, any environmental permit, registration or consent relating to the system and any requirements of the Planning Permission.
- 1.5 To ensure that the Package Treatment Plant is regularly inspected, serviced and desludged as required to maintain its treatment efficiency.
- 1.6 To repair, renew, replace or upgrade the Package Treatment Plant as necessary to ensure that it continues to provide an equivalent or greater level of nutrient mitigation than that relied upon in determining the Planning Application.
- 1.7 To keep written records of inspections, maintenance, servicing, desludging, repairs and replacement works relating to the Package Treatment Plant.
- 1.8 To provide copies of such records to the Council within 21 days of a written request.
- 1.9 Not to dispose of any interest in the Land unless the transferee is made aware of the obligations contained in this Deed.
- 1.10 Not to dispose of any interest in the Land unless the transferee is made aware of the obligations contained in this Deed.
- 1.11 In the event that the Package Treatment Plant ceases to operate effectively, the Owner shall undertake all necessary remedial works as soon as reasonably practicable to restore the nutrient mitigation function of the system.

Appendix

Form of Occupation notice

OCCUPATION NOTICE

NOTICE TO WILTSHIRE COUNCIL OF OCCUPATION OF DEVELOPMENT

To: **HEAD OF DEVELOPMENT MANAGEMENT** at **Wiltshire Council**

Planning Permission Reference: PL/2025/09180

Development Site: Land at Southfield, Parsons Lane, Crockerton, Warminster,
BA12 8AR

Description of Development: Southfield, Parsons Lane, Crockerton, Warminster,
BA12 8AR

Date of Unilateral Undertaking:

Notice is hereby given to the Council that the occupation of the dwelling as approved by application shall commence on.

Signed:

For and on behalf of:

Contact name and telephone no:

Contact e-mail address:

Date: