

DATED

2026

ALEXANDER DONALD MCINTOSH and VIVIENNE ANNE MCINTOSH

TO

WILTSHIRE COUNCIL

**Unilateral Undertaking under Section 106 of the Town and Country Planning Act 1990
and all other enabling powers
relating to land at on the west side of The Garth, East Grafton, Marlborough**

Planning Application Reference PL/2026/00800



**Solicitor to the Council
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire
BA14 8JN**

Ref: Iken 205616

THIS OBLIGATION BY WAY OF UNILATERAL UNDERTAKING IS MADE ON

2026

BY

- (1) **ALEXANDER DONALD MCINTOSH and VIVIENNE ANNE MCINTOSH** care of Mr and Mrs McIntosh of Neepawa, Moxton, Andover SP11 8AL (**Owner**) and

TO

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

BACKGROUND

- (A) The Owner is the freehold owner of the Land registered at the Land Registry under title number WT485017 shown for the purposes of identification only edged red on the Plan.
- (B) The Land includes part of the land comprised in title number WT288588, which forms part of the access serving the Self-Build Dwelling from the public highway. The proprietor of title number WT288588 is not a party to this Deed and, accordingly, no covenant, restriction or planning obligation contained in this Deed is intended to bind or shall be enforceable against title number WT288588 or its proprietor.
- (C) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (D) The Owner has submitted the Planning Application to the Council for the Development
- (E) Self-Build Development(s) and Custom Build Development(s) are recognised as contributing towards a national objective of providing diversification in the housing market and as such these proposals are afforded favourable weight in planning decisions. This Unilateral Undertaking is considered necessary to ensure that the Planning Permission will be implemented in accordance with the applicable Self-Build and Custom - Build criteria and legislation.
- (F) The Owner enters into this Deed, to ensure that the Development will remain a Self-Build Dwelling for the Occupation Period.

- (G) The planning obligations contained in this Deed are relevant, proportionate and necessary.
- (H) The Council has resolved to 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.

NOW 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 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 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 the development the subject of the Planning Permission
“Land”	means the land on the west side of The Garth, East Grafton, Marlborough, SN8 3DB shown edged red on the Plan.

“Occupation” and “Occupied”	means occupation of the completed Self-Build Dwelling by the Owner or the Owner’s immediate dependents for the purposes permitted by the Planning Permission and “Occupied” and “Occupy” shall be construed accordingly.
“Occupation Date”	means the date upon which the completed Self-Build Dwelling is first Occupied as notified to the Council with the service of the Occupation Notice in accordance with this Deed.
“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 the Land, a copy of which is contained within Annex B.
“Occupation Period”	means the continuous period of 3 (three) years from the Occupation Date.
“Plan”	means the plan or drawing attached to this Deed as Annex A and referenced 251113-01, dated January 2026. The plan is for the purposes of identification only.
“Planning Application”	means the planning application for full planning permission for the erection of detached dwelling and garage, with associated parking, turning, landscaping, private amenity space and

access developments and allocated reference number PL/2026/00800.

“Planning Permission”

means the planning permission for the Development that may be granted pursuant to the Planning Application and/or or any subsequent permission granted pursuant to an application under Section 73 of the Act.

“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”

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 Developmentin accordance with the requirements of Regulation 122 of the CIL Regulations.

4. Commencement

- 4.1. This Deed takes effect on 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.

- 5. If the Owner has not provided the information referred to in clause 4.2 above within 20 Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to charge the Owner its costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner.

6. Release

- 6.1 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 property, except:

- a) In respect of any breach subsisting prior to parting with such interest in the Land; or
- b) In the circumstances that the Owner parts with their interest in the Land during the Occupation Period.

7. The Owner's Covenants

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

8. General

- 8.1. 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 any such approval, consent or permission.
- 8.2. 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).
- 8.3. 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.
- 8.4. 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.
- 8.5. The Owner shall pay to the Council on completion of this Deed its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed upon completion of this Deed and in relation to any transaction arising therefrom upon completion of the same.

- 8.6. This Deed shall be registerable as a local land charge by the Council.
- 8.7. 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.
- 8.8. 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.
- 8.9. 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.
- 8.10. 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.

9. 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 205616 and copied to the Section 106 and Community Infrastructure Levy Officer email: cilands106@wiltshire.gov.uk.

10. 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.

11. 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 Residential Unit.

12. 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

The Owner covenants with the Council that it shall:

- 1 Serve on the Council the Occupation Notice at least 5 (five) Working Days before the Occupation Date and not to Occupy the Development until the Owner has served on the Council the Occupation Notice in accordance with this paragraph 1.1; and
- 2 Occupy the Development as a Self-Build Dwelling for the Occupation Period and not to Occupy or permit to be Occupied any part of the Development otherwise than as a Self – Build Dwelling during the whole of the Occupation Period; and
- 3 Not at any time during the Occupation Period sell or let the Self-Build Dwelling to anyone other than a member of the Owner's immediate family

Annex A. Plan

Annex B. Form of Notice

OCCUPATION NOTICE

NOTICE TO WILTSHIRE COUNCIL OF OCCUPATION OF DEVELOPMENT

To: HEAD OF DEVELOPMENT MANAGEMENT, WILTSHIRE COUNCIL

PLANNING PERMISSION REFERENCE: PL/2026/00800

DEVELOPMENT SITE: LAND ON THE WEST SIDE OF THE GARTH, EAST GRAFTON,
MARLBOROUGH SN8 3DB

DESCRIPTION OF DEVELOPMENT: THE ERECTION OF DETACHED DWELLING AND GARAGE,
WITH ASSOCIATED PARKING, TURNING, LANDSCAPING, PRIVATE AMENITY SPACE AND
ACCESS ARRANGEMENTS

DATE OF UNILATERAL UNDERTAKING:

**NOTICE IS GIVEN TO THE COUNCIL THAT THE OCCUPATION OF THE DWELLING AS APPROVED
BY THE PLANNING PERMISSION SHALL COMMENCE ON.....**
[PLEASE PROVIDE THE DATE]

SIGNED BY AND ON BEHALF OF:

CONTACT NAME:

CONTACT E-MAIL ADDRESS:

DATE

Signed as a deed by
ALEXANDER DONALD MCINTOSH
in the presence of:

.....
[SIGNATURE OF OWNER]

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]

Signed as a deed by
VIVIENNE ANNE MCINTOSH
in the presence of:

.....
[SIGNATURE OF OWNER]

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]