

DATED*30th September*..... 2026

UNILATERAL UNDERTAKING

GIVEN BY

ANDREW DAKIN

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

Appeal Reference APP/Y3940/W/26/6014384

This Undertaking is dated the 30th day of September 2026

It is given by **ANDREW DAKIN** of Southfield, Parsons Lane, Crockerton, Warminster, BA12 8AR ("the Owner")

To:

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

BACKGROUND

- A The Owner is the freehold owner of the Land and the Southfield Land, registered at HM Land Registry with title absolute, shown edged red and edged blue respectively on the Plan.
- B The Council is the Local Planning Authority for the purposes of the Act for the area in which the Land and the Southfield Land are situated.
- C The Owner submitted the Planning Application to the Council, which refused it, and has made the Appeal.
- D The Land lies within the catchment of the River Avon Special Area of Conservation. The Owner enters into this Deed to secure the nutrient mitigation relied upon in the Nutrient Neutrality Assessment, namely the replacement of the Existing Septic Tank serving Southfield with the Southfield PTP and the treatment of foul water from the Dwellings by the Plots PTP, so that the Inspector, as competent authority, may conclude under regulation 63 of the Conservation of Habitats and Species Regulations 2017 that the Development will not adversely affect the integrity of that site.
- E This Deed replaces the unilateral undertaking given by the Owner to the Council dated 10 August 2026.

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)
"Appeal"	means the appeal against the Council's refusal of the Planning Application, Planning Inspectorate reference APP/Y3940/W/26/6014384
"Combined Soakaway"	means the existing soakaway shown at point 6 on the Plan, which currently receives effluent from the Existing Septic Tank and from the septic tank serving Vale House

“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, other than investigation of ground conditions, remedial work, archaeological work, demolition and the erection of hoardings, and “Commence” and “Commenced” shall be construed accordingly
“Commissioning Evidence”	means, for each Package Treatment Plant: (a) the manufacturer’s certificate confirming the model and its compliance with the Specification; (b) a certificate from the installer confirming that it has been installed in accordance with the manufacturer’s instructions and the Technical Details Consent, is connected to the property or properties it serves, and is fully operational; (c) a copy of the Maintenance Contract; and (d) in the case of the Southfield PTP, the installer’s written confirmation that the Existing Septic Tank has been decommissioned in accordance with paragraph 1.2 of Schedule 2
“Development”	means the development of up to two dwellings on the Land permitted by the Planning Permission
“Dwelling”	means each dwelling constructed as part of the Development
“Existing Septic Tank”	means the septic tank serving Southfield shown at point 1 on the Plan
“Land”	means the land shown edged red on the Plan comprising Plot 1, Plot 2 and the shared driveway
“Lifetime of the Development”	means for so long as any Dwelling exists and is capable of residential Occupation
“Maintenance Contract”	means a contract with a suitably qualified contractor experienced in the servicing of package treatment plants for the inspection, servicing and desludging of a Package Treatment Plant at least once in every twelve months, or more frequently if the manufacturer recommends
“Nutrient Neutrality Assessment”	means the nutrient neutrality statement prepared by Holbury Consultancy Service and submitted in support of the Planning Application, as updated by Holbury’s technical note reference N310726NF (updated 29 September 2026) and the nutrient calculators accompanying it
“Occupation”	means occupation for residential purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out, marketing or security, and “Occupy” and “Occupied” shall be construed accordingly

“Occupation Notice”	means a notice in writing served on the Council by the Owner in the form set out in the Appendix, accompanied by the Commissioning Evidence
“Package Treatment Plants”	means the Southfield PTP and the Plots PTP, and “Package Treatment Plant” means either of them
“Plan”	means the plan titled “Proposed Foul Drainage Arrangement (Indicative)” contained in Schedule 1, on which the Land is edged red and the Southfield Land is edged blue
“Planning Application”	means the application for permission in principle for “the development of up to 2no. dwellings” registered by the Council on 25 November 2025 under reference PL/2025/09180
“Planning Permission”	means any permission in principle for the Development granted on the Appeal under section 78 of the Act, together with any Technical Details Consent granted for the Development and any variation of either pursuant to section 73 of the Act
“Plots PTP”	means the package treatment plant to serve both Dwellings together with its drainage field, in the locations shown indicatively at points 4 and 5 on the Plan or as approved by the Technical Details Consent
“Southfield”	means the existing dwelling known as Southfield, Parsons Lane, Crockerton, Warminster BA12 8AR
“Southfield Land”	means the land shown edged blue on the Plan (including Southfield) excluding the Land
“Southfield PTP”	means the package treatment plant to serve Southfield together with its drainage field, in the locations shown indicatively at points 2 and 3 on the Plan or as approved by the Technical Details Consent
“Specification”	means a package treatment plant which: (a) is certified to BS EN 12566-3; (b) achieves a total phosphorus concentration in its final effluent of no more than 1.6 mg/l as evidenced by independent performance testing; and (c) is a GRAF One2Clean or an equivalent plant approved in writing by the Council
“Technical Details Consent”	means technical details consent for the Development granted following the grant of permission in principle on the Appeal
“Working Day”	means any day other than a Saturday, Sunday or bank holiday in England

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 person 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.
- 2.5 Words in the singular include the plural and vice versa, and headings do not affect interpretation.

3. STATUTORY PROVISIONS

- 3.1 This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 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 they bind the Owner and its successors in title to each and every part of the Land and the Southfield 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 or the Southfield 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 takes effect upon the grant of the Planning Permission on the Appeal, except for clauses 1, 2, 4, 6 and 7, which take effect immediately on completion of this Deed.
- 4.2 From the date on which this Deed takes effect under clause 4.1, the unilateral undertaking dated 10 August 2026 shall cease to have any effect.
- 4.3 If the Inspector states in the Appeal decision that any obligation in this Deed is not necessary or does not meet the tests in regulation 122 of the Community Infrastructure Levy Regulations 2010, that obligation shall not take effect, and the remainder of this Deed shall continue in full force.

5. THE OWNER'S COVENANTS

- 5.1 The Owner will observe and perform the obligations set out in Schedule 2 of this Deed.
- 5.2 The Owner warrants that it is the registered proprietor of the Land and the Southfield Land, that it has full power to enter into this Deed, and that no person other than the parties to this Deed has an interest in the Land or the Southfield Land that needs to be bound for this Deed to be effective.

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 any 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 successor body to 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 the Southfield Land, or that part of either 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 of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, 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) lapses or expires without a Technical Details Consent having been granted, or 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.
- 6.6 This Deed shall be registrable as a local land charge by the Council.
- 6.7 If required by the Council, the Owner shall secure registration of this Deed in the Charges Register of the registered titles to the Land and the Southfield Land at HM Land Registry.
- 6.8 Where the agreement, approval, consent or expression of satisfaction of the Council is required under the terms of this Deed, it shall not be unreasonably withheld or

delayed and shall be given in writing on behalf of the Council by its Head of Development Management or other authorised officer.

- 6.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land or the Southfield 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.
- 6.12 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 the Southfield Land or an interest in it for the purposes of its statutory undertaking;
 - (b) the owner or occupier of Vale House, or the Combined Soakaway insofar as it serves Vale House; or
 - (c) any mortgagee or chargee of the whole or any part of the Land or the Southfield Land, or any person deriving title from such mortgagee or chargee, unless and until any such party takes possession of the Land or the Southfield Land (or any part of either 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 that land, PROVIDED THAT no such mortgagee, chargee or person deriving title from them shall be liable for any breach of the obligations in this Deed unless committed at a time when that person is in possession of that land.

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 Undertaking as a deed and have delivered it upon dating the day and year first before written.

EXECUTED AS A DEED by **ANDREW DAKIN**

Signature: Andrew Dakin

in the presence of:

Witness signature: ...

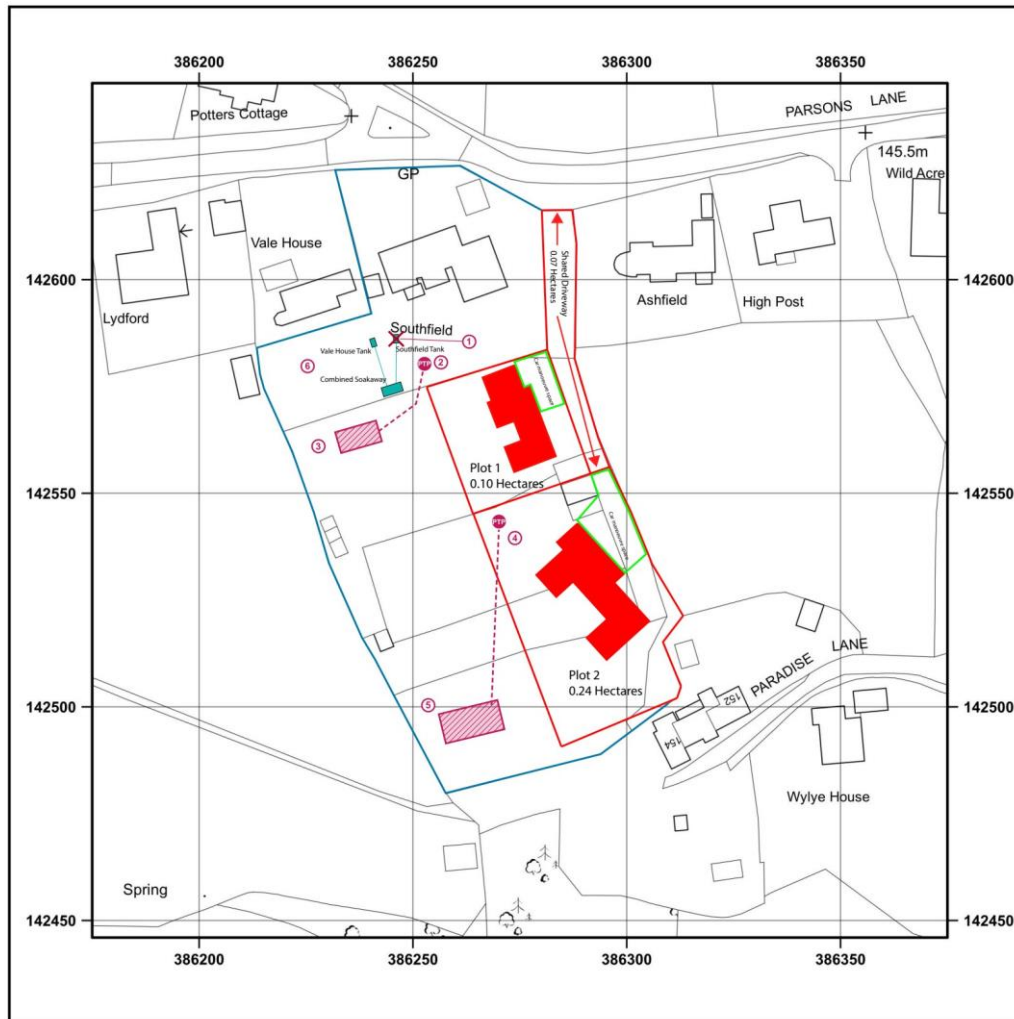
Witness name: Kim Hooper

Witness address: 16 Bishopdown

SALISBURY SP1 3DP

SCHEDULE 1

The Plan



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0 12.5 25 37.5 50 m
Scale 1:1250 - 1cm = 12.5m - A4 Size

PROPOSED FOUL DRAINAGE ARRANGEMENT (INDICATIVE) - Appeal 6014384 / LPA ref PL/2025/09180

- ① Existing Southfield septic tank - to be decommissioned and removed; Southfield disconnected from the combined soakaway
- ② Replacement package treatment plant (PTP) serving Southfield - GRAF One2Clean or equivalent (TP <1.6 mg/l), ≥7 m from dwellings
- ③ New drainage field serving replacement PTP (indicative envelope c.10 m x 5 m)
- ④ New PTP serving Plots 1 and 2 - ≥7 m from proposed dwellings; c.25 m from end of shared driveway for desludging access
- ⑤ New drainage field serving new PTP (indicative envelope c.14 m x 7 m) - within land in appellant's ownership (blue line)
- ⑥ Vale House septic tank and combined soakaway - existing, retained to serve Vale House only; not relied upon for mitigation

Dashed line = indicative foul outfall route. Positions are indicative; final siting, sizing and drainage field design subject to percolation testing (BS 6297) and EA General Binding Rules at Technical Details Consent stage. Drainage fields ≥15 m from buildings and c.70 m from spring to SW. Annotations: Context Planning Ltd, 28/09/2026.

SOUTHFIELD PARSONS LANE CROCKERTON WILTSHIRE BA12 8AR

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SCHEDULE 2

Owner's Covenants

The Owner covenants with the Council as follows:

1. Before first Occupation

- 1.1 Not to Occupy or permit the Occupation of any Dwelling unless and until the Southfield PTP and the Plots PTP have each been installed in accordance with the Specification and the Technical Details Consent, Southfield and that Dwelling have been connected to them respectively, and both are fully operational.
- 1.2 Not to Occupy or permit the Occupation of any Dwelling unless and until the Existing Septic Tank has been decommissioned, which means that:
 - (a) Southfield has been permanently disconnected from the Existing Septic Tank and the Combined Soakaway;
 - (b) the Existing Septic Tank has been emptied by a registered waste carrier; and
 - (c) the Existing Septic Tank has been removed or filled with inert material so that it can no longer receive or discharge effluent.
- 1.3 Not to dispose of the freehold of, or Occupy or permit the Occupation of, any Dwelling unless and until that Dwelling has the benefit of rights over the Southfield Land and the other Dwelling's plot (as necessary) to drain foul water to the Plots PTP and its drainage field, and of access to inspect, maintain, repair, desludge and replace them.
- 1.4 To serve the Occupation Notice, with the Commissioning Evidence for both Package Treatment Plants, on the Council not less than 10 Working Days before the first Occupation of any Dwelling, and not to Occupy or permit the Occupation of any Dwelling until it has been served.

2. For the Lifetime of the Development

- 2.1 To retain and operate the Package Treatment Plants for the Lifetime of the Development, and to ensure that foul water from Southfield and from each Dwelling is treated by the relevant Package Treatment Plant and by no other means.
- 2.2 Not to Occupy or permit the Occupation of any Dwelling at any time when the Package Treatment Plants are not fully operational and capable of providing the wastewater treatment performance required by the Specification and relied upon in the Nutrient Neutrality Assessment, save during remedial works carried out in accordance with paragraph 3.
- 2.3 To maintain each Package Treatment Plant in accordance with the manufacturer's recommendations, any environmental permit, registration or consent relating to it and any requirements of the Planning Permission, and to keep a Maintenance Contract in place for each Package Treatment Plant at all times.

- 2.4 To ensure that each Package Treatment Plant is inspected, serviced and desludged at least once in every twelve months, and more frequently if the manufacturer or the contractor recommends.
- 2.5 To repair, renew, replace or upgrade each Package Treatment Plant as necessary, and on any replacement to install a plant meeting the Specification (or another standard giving a total phosphorus discharge of no more than 1.6 mg/l approved in writing by the Council), and not to reinstate a septic tank or any other means of treatment.
- 2.6 To keep written records of inspections, maintenance, servicing, desludging (including waste transfer notes), repairs and replacement works relating to each Package Treatment Plant for at least six years.
- 2.7 To provide copies of such records to the Council once a year within 20 Working Days of each anniversary of the first Occupation of a Dwelling, and within 21 days of any written request.
- 2.8 Not to connect any other building (including Vale House) to either Package Treatment Plant, or increase the number of dwellings served by either, without the prior written consent of the Council.

3. Failure of a Package Treatment Plant

- 3.1 To notify the Council in writing within 5 Working Days of becoming aware that either Package Treatment Plant has ceased to operate effectively or is not meeting the Specification.
- 3.2 In that event, to take immediate reasonable interim measures to prevent the discharge of untreated or partially treated effluent (including emptying the plant by a registered waste carrier where necessary), to complete all necessary remedial works to restore it to full operation and the Specification within 20 Working Days of the notice under paragraph 3.1 (or such longer period as the Council agrees in writing), and to provide the Council with evidence of completion within 10 Working Days of completing them.

4. Responsibility and disposals

- 4.1 The obligations relating to the Southfield PTP and the Existing Septic Tank shall bind the owner for the time being of the Southfield Land, and the obligations relating to the Plots PTP shall bind the owners for the time being of each Dwelling jointly and severally.
- 4.2 Not to dispose of any interest in the Land or the Southfield Land unless the transferee is made aware of the obligations contained in this Deed, and to notify the Council within 20 Working Days of any disposal of the freehold of Southfield or of any Dwelling, giving the name and address of the new owner.

APPENDIX

Form of Occupation Notice

OCCUPATION NOTICE

NOTICE TO WILTSHIRE COUNCIL OF OCCUPATION OF DEVELOPMENT

To: HEAD OF DEVELOPMENT MANAGEMENT, Wiltshire Council

Planning Application Reference: PL/2025/09180

Appeal Reference: APP/Y3940/W/26/6014384

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

Description of Development: the erection of up to two dwellings

Date of Unilateral Undertaking:

Notice is hereby given to the Council under paragraph 1.4 of Schedule 2 that:

1. the first Occupation of a Dwelling shall commence on
2. the Southfield PTP was commissioned on and the Existing Septic Tank was decommissioned on
3. the Plots PTP was commissioned on; and
4. the Commissioning Evidence for both Package Treatment Plants is enclosed.

Signed:

For and on behalf of:

Contact name and telephone no:

Contact email address:

Date: