



## Planning, Transport and Sustainable Development

# Unilateral Undertaking Template

## Notes to assist completion

### General notes

1. These notes should be read in conjunction with the "Information Sheet for Applicants" and the Council's SPD4 "Achieving Positive Planning through the use of Planning Obligations"
2. Please read these notes carefully: it will save time in assessing the Unilateral Undertaking.
3. Where the Unilateral Undertaking contains text contained in brackets and highlighted in yellow [ ], this means that you will need to insert information and/or refer to the specific notes below. **The yellow brackets and text in the template must NOT form part of the completed Unilateral Undertaking** - please delete them once the appropriate information has been inserted.
4. A Unilateral Undertaking is a legally binding document with significant financial consequences. If you are in any doubt about the meaning and effect of the undertaking you should seek professional guidance.

### Specific notes (please refer to the text of the template)

#### Note 1 - Name

The full name(s) of the person or persons who own the land and have applied for planning permission should be entered here in capital letters eg "JOHN RICHARD SMITH" or "PIEDMONT DEVELOPMENTS LIMITED".

This document is only suitable for situations where the land is owned outright by the applicant - ie where there are no leases, tenancies, mortgages or other interests in the land. Nor is it suitable where the applicant for planning permission only has a conditional contract to purchase the land (eg completion of the purchase will only happen if planning permission is granted).

If there is a mortgage, conditional contract etc. then please refer to the Council for guidance - a negotiated agreement (which the Council will draft) will normally be appropriate to deal with the additional complexities involved.

#### Note 2 - Address

If the owner is an individual, then say here "of [full address]" - eg "of 23 Acacia Gardens, Easton, Bristol BS5 0TY"

If the owner is a company, then say here "whose registered office is situated at [state company's registered office address]".

If there is more than one owner and they have different addresses, then give each name and address in turn, separated by "and"

### **Note 3 - Title number**

This should be available by looking at the title deeds for the land. Unless the purchase is very recent, there should be a Land Certificate, which will state the number. If there is no Land Certificate, correspondence from the Land Registry will often state what the title number of the property is.

Note that when submitting your draft undertaking to the Council you must include proof of title.

### **Note 4 - Address of land**

This should be the full postal address - if there is one. If the land has been subdivided, removed from an existing holding, or if a previous building has been demolished, it may be necessary to say "land adjacent to....." or "land forming part of....." or "land formerly known as.....".

The plan should be an up to date Ordnance Survey plan at 1:1250 (or less) scale and the extent of the land must be accurately edged in red.

### **Note 5 - Planning Obligation Clauses**

There are 4 alternative clauses, each with a different contribution purpose. Any which apply should be completed (see Note 6 below). Any which don't apply should be deleted. If there is more than one contribution, the clauses should be numbered sequentially (see Note 7 below).

As an example: if there are two contributions, one of £5,000 for traffic and highways measures of £5,000, and one of £10,000 for public transport improvements, the clauses will look like this:-

#### **"1. Contribution to traffic and highways measures**

The Owner hereby covenants with the Council that the Owner will pay to the Council prior to the Commencement of the Development the sum of £5,000 (FIVE THOUSAND POUNDS) for expenditure on the provision and/or improvement of any traffic management and/or highways measures (including the promotion, making and implementation of any associated Traffic Regulation, Parking or other formal Order or Notice) which the Council in its capacity as Highway Authority or Traffic Authority shall deem to be appropriate in consequence of the implementation of the Development

#### **2. Contribution to public transport improvements**

The Owner hereby covenants with the Council that the Owner will pay to the Council prior to the Commencement of the Development the sum of £10,000 (TEN THOUSAND POUNDS) for expenditure on the provision of improvements to public transport services and facilities (including the provision and/or enablement of bus services, Park and Ride facilities and traffic management and highways measures) which serve the administrative area of the Council"

## **Note 6 - Sum**

This should be stated in figures and then in words as in the following example: "£5,000 (FIVE THOUSAND POUNDS)"

## **Note 7 - Do you need to renumber the Clauses?**

The clauses in the Second Schedule of the completed undertaking must be numbered sequentially - so the numbering in the template must be adjusted to suit the type and number of contributions being made.

For example, if there is both a contribution to recreational facilities and a contribution to public transport improvements, then the public transport improvements paragraph will be renumbered "2" (not 3 as in the template), Clause 5 in the template will be renumbered to read as follows:

### **"3. Provision for index linking; additional payment**

3.1 In this clause:

3.1.1 "the Index" means the All Items Retail Prices Index published by the Office for National Statistics or any publication substituted therefore

3.1.2 "the Increase" means the amount (if any) by which the Index for the month preceding the date of payment of an amount pursuant to the provision of this Deed exceeds the Index for the month immediately preceding the date of this Deed....."

and Clause 6 in the template will be renumbered "4."

## **Note 8 – Monitoring fee**

The Monitoring Fee is a sum equivalent to 15% of the Planning Application Fee, or if the application is a free resubmission, a sum equivalent to 15% of the original Planning Application Fee. For example, if the Planning Application Fee was £2,000, the Monitoring Fee will be £300.

This should be stated in figures and then in words as in the following example: "£300 (THREE HUNDRED POUNDS)"

If in doubt as to the correct amount of the Monitoring Fee, please contact the Council's Planning Obligations Project Manager on (0117) 903 6724

## **Note 9 - Witness signature/details**

This wording is suitable only if the Owner is an individual.

If the Owner is a company, the wording used by the company to enter into deeds should be inserted instead and the appropriate person(s) should sign the document.

If more than one person/company is the Owner, each must sign/seal the Undertaking - repeat/adapt the template clause as required.