

[insert date in following format: day month year eg 20 January 2006]

UNILATERAL UNDERTAKING

GIVEN BY

[NAME - note 1]

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

IN RESPECT OF

[STATE ADDRESS - note 4]

THIS DEED is made on the [state day eg 20] of [state month eg January] [state year eg 2006]

BY [state name - note 1] [address - note 2] ("the Owner")

WHEREAS

- (1) The Owner is the registered proprietor at H M Land Registry under title number [state title number - note 3] of the Land
- (2) The Council is the Local Planning Authority for the purposes of the Act for the City of Bristol within which the Land is situated
- (3) The Owner has by the Application applied to the Council for permission to develop the Land
- (4) The Owner has determined to enter into a unilateral planning obligation by way of this deed as hereinafter set out with the intent that the covenants by the Owner contained in Schedule 2 hereto shall be planning obligations for the purposes of Section 106 of the Act

NOW THIS DEED WITNESSES as follows:-

1. Definitions and interpretation

In this Deed:

- 1.1 "the Act" means the Town and Country Planning Act 1990 (as amended)
- 1.2 "the Application" means a written application registered on the [state date in following format: eg "29 June 2006"] and numbered [state application number] applying to the Council for planning permission in respect of the Land
- 1.3 "Commencement of the Development" means the carrying out of a material operation as defined in Section 56(4) of the Act in relation to the Development
- 1.4 "the Council" means The City Council of Bristol and its successors in title as the Local Planning Authority for the City of Bristol
- 1.5 "the Land" means the land described in the First Schedule hereto
- 1.6 "the Planning Obligations" means the covenants by the Owner contained in the Second Schedule hereto
- 1.7 "the Planning Permission" means a planning permission granted (whether by the Council or otherwise) in respect of the Application
- 1.8 "the Development" means such development as may be authorised by the Planning Permission
- 1.9 Words importing one gender shall be construed as importing any other gender
- 1.10 Words importing the singular shall be construed as importing the plural and vice versa
- 1.11 The clause and paragraph headings in the body of this Deed and in the Schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation

2. The Planning Obligations

- 2.1 The Planning Obligations are planning obligations for the purposes of Section 106 of the Act
- 2.2 The Council is the Local Planning Authority by whom the Planning Obligations are enforceable
- 2.3 Any person deriving title from the Owner shall not be bound by the Planning Obligations during any period in which he no longer has an interest in any part of the Land

3. Council's Legal Costs

The Owner shall pay the Council upon the date hereof its legal costs of £190 (ONE HUNDRED AND NINETY POUNDS) in connection with the assessment of this Deed and its registration as a local land charge

IN WITNESS whereof this instrument has been executed as a Deed by the Owner the day and year first before written

THE FIRST SCHEDULE

The Land

[state address of the land here - note 4] in the City of Bristol shown for the purposes of identification only edged red on the plan attached hereto.

THE SECOND SCHEDULE

Covenants by the Owner - the Planning Obligations

[select the appropriate clause(s) from the four set out below and delete those not required -note 5]

1. Contribution to recreational space and facilities

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 [state sum - note 6] for expenditure on the provision, improvement and/or maintenance of either:

- a) Local recreational space and facilities; or (as the Council shall determine)
- b) Strategic recreational space and facilities within the administrative area of the Council

PROVIDED THAT in this clause "local" means situated within 1 mile of the Land and "strategic" means intended for the use and benefit of all persons living or working within the administrative area of the Council

2. Contribution to traffic and highways measures [renumber this paragraph if necessary - note 7]

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 [state sum - note 6] 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

3. Contribution to public transport improvements [renumber this paragraph if necessary - note 7]

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 [state sum - note 6] 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

4. Contribution to car club scheme [renumber this paragraph if necessary - note 7]

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 [state sum - note 6] for expenditure on the establishment operation and/or expansion of a car club scheme of which membership will be available to persons residing in the Development

PROVIDED THAT in this clause:

- a) "car club scheme" shall mean a scheme approved by the Council and having the aim of reducing reliance on private vehicle use by making available conveniently accessible vehicles for hire by persons who are members of the scheme.
- b) "establishment operation and/or expansion" shall include the promotion making and implementation of Traffic Regulation or Parking Orders, the carrying out of consultation, research and/or publicity in connection with any car club scheme and/or the administration of any car club scheme

5. Provision for Index Linking [renumber this paragraph if necessary - note 7]

5.1 In this clause:

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

5.1.2 "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

5.1.3 "the Base Figure" means any sum payable pursuant to the provisions of any preceding clause of this schedule

5.1.4 "Additional Payment" means the sum that bears the same proportion to the Base Figure as the Increase bears to the Index for the month immediately preceding the date of this Deed.

5.2 The Base Figure shall be increased by the Increase and the Owner hereby covenants with the Council that it will pay to the Council any Additional Payment at the same time it shall pay the Base Figure to which it relates **PROVIDED ALWAYS THAT**

5.2.1 If the reference base used to compile the Index shall change after the date of this Deed then the figure taken to be shown in the Index after the change shall be deemed to be the figure, which would have been shown in the Index if the reference base current at the date of this Deed had been retained

5.2.2 If it becomes impossible by reason of any change after the date of this Deed in the methods used to compile the Index or for any other reason whatever to calculate the Additional Payment by reference to the Index or if any dispute or question whatever

shall arise between the Owner and the Council with respect to the amount of the Additional Payment or the construction or effect of the provisions of this clause then the determination of the Additional Payment or other matter of difference shall be determined by an Arbitrator who shall be appointed either by agreement of the Owner and the Council or (in the absence of agreement) by the President for the time being of the Royal Institution of Chartered Surveyors (or any person authorised by him to make appointments on his behalf) on the application of either the Owner or the Council and who shall have full power to determine on such date as he shall deem appropriate what would have been the increase in the Index had it continued on the basis and in view of the information assumed to be available for the operation of this Schedule or (if that determination shall also be impossible) to determine a reasonable Additional Payment having regard to the purposes and intent of the provisions of this clause

6. Monitoring Fee [renumber this paragraph if necessary - note 7]

The Owner covenants that, upon receipt of a notice in writing from the Council, the Owner shall pay to the Council the sum of [state sum - note 8] as a contribution towards the Council's costs of monitoring the implementation of this Deed

EXECUTED as a deed by:-

[state name - note 1]

In the presence of :- : [note 9]

Witness signature

Witness name:

Witness address: