



Unilateral Undertaking

Guidance notes to assist completion of the Unilateral Undertaking template, in cases where the document is to be completed by both the owner and a mortgagee

General notes

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.

When submitting a Unilateral Undertaking you should forward the following documents along with the completed Unilateral Undertaking template:

- Land Registry title details confirming that you are the owner of the site to which the Undertaking relates.
- A plan (edged in red) preferably from the Land Registry identifying the site to which the Unilateral Undertaking relates

Unilateral Undertakings must be submitted to the planning officer dealing with your application. They will then instruct the Council's Legal Services Team to check your Unilateral Undertaking.

The Council's Legal Services charge their time on an hourly basis. The closer that these guidance notes are followed and the more complete the submission, the less time Legal Services will have to spend on the Unilateral Undertaking, and the lower your legal fees will be. You will be required to pay the Council's Legal Fees prior to any planning permission being granted.

All Unilateral Undertakings are registered in the Local Land Charges Register, meaning that there is a charge over the land to which the Unilateral Undertaking relates. This charge will only be removed once all obligations contained in the Unilateral Undertaking have been discharged.

Unilateral Undertakings run with the land. Therefore should you sell the site, any remaining obligations will be come the responsibility of the person purchasing it.

Specific notes

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.

Front cover

You must insert the date in the following format: **26 September 2012**. The date may be either typed or hand written.

You must insert the name of the site owner. If there is more than one owner then all owners' names must be inserted. The owners' names must correspond with the ownership details contained in the Land Registry entry for the development site.

You must insert the name of any mortgagee. This may be a bank, a private equity company or an individual who has a charge on the land due to their having a financial interest in the site (i.e. they have loaned the owner money in respect of the development site)

You must insert the address of the development site.

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Insert the date in the following format: **26 September 2012**. The date may be either typed or hand written.

Insert the owners' name and address. If the owner is an individual, then use the following format: **A Applicant of 23 Acacia Gardens, Easton, Bristol BS5 0TY**. However, if the owner is a company, then use the following format: **PQR Developments whose registered office is situated at PQR House, Endeavour Business Park, Plymouth, PL99 9GG**. If there is more than one owner and they have different addresses, then give each name and address in turn, separated by "and".

Insert the mortgagees name and address using exactly the same format as for the owners' name and address above.

Insert the Land Registry title number. The number will look something like **BL52740**. 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.

In Definition 1.2, insert the date that the planning application was registered by the Council in the following format: **26 September 2012**. Also insert the planning application number, which will look something like **13/01234/F**.

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In Definition 1.9 insert the date that that the legal charge relating to the mortgage was registered at the Land Registry, in the following format: **26 September 2012**.

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In clause 5.1, insert the amount of the Monitoring Fee. This is a sum equal to 15% of the planning application fee, so if the planning application fee was £1,000, then the monitoring fee is £150. If the application is a free resubmission, then the monitoring fee is 15% of the original application fee. The figure needs to be inserted in both numbers and words in the following format: **£150.00 (ONE HUNDRED AND FIFTY POUNDS)**.

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In The First Schedule, the land needs to be described. This should be done using 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.....".

If the plan provided is not a Land Registry extract, then it 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.

In The Second Schedule, there are five options. You need to delete those that are not relevant, and renumber the remaining ones accordingly. If any of the first four options are used, the only thing you need to do is insert the appropriate figure in both numbers and words in the following format: **£150.00 (ONE HUNDRED AND FIFTY POUNDS)**.

The fifth option will be used where there is a very specific site related obligation required. In this case you must insert the nature of the contribution and how it is to be spent. The following examples may assist

Example 1 – a contribution of £1,000 to plant a replacement hedge along the site boundary. In this case you would word the obligation as follows:

Contribution to Replacement Hedge Planting

The Owner hereby covenants with the Council that the Owner will pay to the Council upon Commencement of the Development the sum of £1,000.00 (ONE THOUSAND POUNDS) towards provision of a replacement hedge to be planted along the eastern boundary of the Development site

Example 2 – a contribution of £12,553.50 towards a new pedestrian crossing close to the site. In this case you would word the obligation as follows:

Contribution to Pedestrian Crossing Facilities

The Owner hereby covenants with the Council that the Owner will pay to the Council upon Commencement of the Development the sum of £12,553.50 (TWELVE THOUSAND FIVE HUNDRED AND FIFTY THREE POUNDS AND FIFTY PENCE) towards provision of a pedestrian crossing on Smith Street just east of the junction with Wilbur Road

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Each owner must print and sign their name, and have it witnessed. The witness must also print and sign their name and must also include their address. 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 and have it witnessed accordingly.

Each mortgagee must print and sign their name, and have it witnessed. The witness must also print and sign their name and must also include their address. If the mortgagee 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 and have it witnessed accordingly.