

DATED

**UNILATERAL UNDERTAKING**

**Under Section 106 of the Town and Country Planning Act 1990**

**BY**

**SARAH LOUISE BREWER and STEPHEN BREWER**

**To**

**HORSHAM DISTRICT COUNCIL**

**UNDERTAKING RELATING TO**

**Owl Lodge Littleworth Lane Partridge Green**

**Horsham West Sussex RH13 8EJ**

**Pursuant to Section 106 of the Town and Country Planning Act 1990**

THIS UNDERTAKING is given on the \_\_\_\_\_ day of \_\_\_\_\_ 2025  
BY:-

(1) **SARAH LOUISE BREWER and STEPHEN BREWER** of Lancasters Cottage  
Littleworth Lane Partridge Green Horsham RH13 8EJ ("the Owners");

TO

(2) **HORSHAM DISTRICT COUNCIL** of Albery House Springfield Road Horsham West  
Sussex RH12 2GB ("the Council")

#### BACKGROUND

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated. The obligations entered into pursuant to this Undertaking are enforceable by the Council
- B. The Owners are the freehold Owners of the Site.
- C. The Application has been made under the Act by the Owners proposing to carry out the Development on the Site and requesting planning permission therefor.
- D. The Owners have 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 Owners contained in Schedule 2 hereto shall be planning obligations for the purposes of Section 106 of the Act
- E. The Owners have registered themselves on the self and custom build register of interest with the Council under reference EF-726469012
- F. The Council having regard to the provisions of the Development Plan and to all other material considerations are of the opinion that planning permission pursuant to the Act should be granted for the Development subject to the prior giving of this Undertaking because the obligations herein are
  - F.1 necessary to make the Development acceptable in planning terms;
  - F.2 directly related to the Development; and
  - F.3 fairly and reasonably related in scale and kind to the Development

#### OPERATIVE PARTS

##### 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this Undertaking unless the context requires otherwise the following words and expressions have the respective meanings as set out opposite to them:-

"Act" the Town and Country Planning Act 1990 (as amended)

"Undertaking" this undertaking made pursuant to Section 106 of the Act

"Application" the planning application submitted by the Owners on date

of application submission and allocated the reference number application reference number for permission to carry out the Development on the Site pursuant to the Act

“Development” the development of the Site pursuant to the Application by the demolition of existing dwelling and erection of a self-build replacement dwelling with associated landscaping and access alterations

“Development Plan” The Council’s current District Planning Framework 2015 as updated

“Occupation” means the occupation of the Self-Build Dwelling by the Owners as their principle residence.

“Plan” the plan annexed to this Undertaking at the First Schedule

“Planning Permission” the planning permission which may be granted for the Development of the Site pursuant to the Application

“Self-Build Dwelling” the property to be constructed by the Owners on the Site

“Site” that land known as Owl Lodge Littleworth Lane Partridge Green Horsham West Sussex RH13 8EJ which for the purposes of identification only is shown edged red on the Plan

- 1.2. Clause headings are not intended to affect the interpretation of this Undertaking.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to any party shall include that party's personal representatives, successors in title or permitted assigns and in the case of the Council the person, persons or body to whom its respective statutory functions are transferred, delegated or devolved.
- 1.8. References to any statute include all regulations, orders, directions and other

instruments made under that statute and any statute, regulation, order, direction or other instrument amending, consolidating or replacing it in force from time to time.

- 1.9. A reference to writing or written does not include faxes or e-mail.
- 1.10. References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this deed.
- 1.11. An obligation in this Undertaking not to do something includes an obligation not to agree or allow that thing to be done. to agree or allow that thing to be done.
- 1.12. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression are intended as illustrative and are not intended to limit the sense of the words preceding those terms.

## 2. OPERATIVE PROVISIONS

- 2.1. This Undertaking is a planning obligation made pursuant to the provisions of section 106 of the Act.
- 2.2. This Undertaking shall be enforceable against the Owners and any person for the time being deriving title from the Owners as provided in section 106(3) of the Act but not during any period in which they no longer have an interest in the Site without prejudice to liability for any subsisting breach of covenant prior to the parting of such interest.
- 2.3. Nothing in this Undertaking is or is intended to be construed to place a fetter or restriction on the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation to the Site or otherwise.
- 2.4. All obligations contained within this Undertaking shall come into effect on the commencement of Development of the Site pursuant to the grant of the Planning Permission.
- 2.5. This deed of undertaking will be registered as a Local Land Charge.

## 3. THE OWNERS' COVENANTS

The Owners undertake to the Council:

- 3.1. To observe and perform the restrictions set out in the Second Schedule.
- 3.2. To pay to the Council its reasonable costs in connection with the assessment of this deed and its registration as a local land Charge.

## 4. WAIVER

The Owners acknowledge that 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 Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms of conditions or for acting upon any subsequent breach or default.

5. LOCAL LAND CHARGES

This Undertaking may be registered by the Council as a local land charge under the Local Land Charges act 1975.

6. RIGHTS OF THIRD PARTIES

It is not intended that any provisions of this Undertaking shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

7. EXECUTED AS A DEED

This Undertaking is a deed within the meaning of section 1 of the Law of Property (Miscellaneous Provisions) Act 1989 and is executed as such.

8. APPLICABLE LAW

The constructions, validity and performance of this Undertaking shall be governed by English Law.

IN WITNESS whereof the Owners have executed this Undertaking as a Deed the day and year first before written and delivered the same to the Council

FIRST SCHEDULE  
PLAN

DRAFT

**SECOND SCHEDULE**  
**THE OWNERS' UNDERTAKINGS**

The Owners undertake to the Council as regards the Site as follows:-

1. The Property shall be constructed as a Self-Build Dwelling, pursuant to the Self Build and Custom Housing Building Act 2015 as amended by the Housing and Planning Act 2016 or any legislation amending or updating the same.
2. The first Occupation of the Self Build Dwelling shall be by the Owners, who intend to reside in the Self Build Dwelling for at least 3 years from the date of Occupation, as their sole or main residence.
3. Within 1 month of Occupation, the Owners shall notify the Legal Services Manager at the Council of the date that they took up Occupation of the Self-Build Dwelling.

EXECUTION

SIGNED as a Deed by **Sarah Louise**

**Brewer** in the presence of the

undersigned:

.....

Signature of witness

.....

Name

(in BLOCK CAPITALS)

.....

Address

.....

.....

Occupation

.....

SIGNED as a Deed by **Stephen**

**Brewer** in the presence of the

undersigned:

.....

Signature of witness

.....

Name

(in BLOCK CAPITALS)

.....

Address

.....

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Occupation

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