

Guide for completing HRA Unilateral Undertaking Agreement

General note: Formatting and number sequencing must be consistent with the clauses/ paragraphs in the Unilateral Undertaking document.

Page 1

Enter date

DATED Click or tap to enter a date.

(1) [INSERT NAME OF FIRST OWNER(S)]
and

(2) [INSERT NAME OF LESSEE]
and

(3) [INSERT NAME OF MORTGAGEE]
to

(4) LONDON BOROUGH OF REDBRIDGE (COUNCIL)

UNILATERAL UNDERTAKING pursuant to Section 106
Town and Country Planning Act 1990 (as amended)
relating to land at

[ADDRESS]

Summary for validation of planning application:

Planning Portal no:	COMPLETE
Date of submission:	COMPLETE
Formula for SAMMS payment broken down by use*:	COMPLETE
Formula for SANGS payment broken down by use*:	COMPLETE
Total Habitats Regulations Assessment (HRA) Payment (£)	COMPLETE
SAMMS	COMPLETE
SANGS	COMPLETE
TOTAL	

- * Note: Standard HRA payment x proportion for each type of use: Net gain of one or more
- 100% per additional home or gypsy/traveller pitch

This should be the owner of the property and should match with the details of the owner stated on the planning application form. The owner's details will be on the property title deed from Land Registry.

Enter the details where applicable. Please write "n/a" if not applicable. This is important for formatting and consistency in paragraph numbers in the template.

The address should match with the application form initially, and then may be updated later as necessary to match with the registered address by the Planning Service.

Enter the applicable formulae used and calculated SAMMS, SANGS, **administration monitoring fee (£135)** and total due.

Information on summary of charges can be found here: <https://www.redbridge.gov.uk/planning-and-building/planning-policy/epping-forest-sac/>

Enter date

THIS DEED OF UNDERTAKING is made on **INSERT DATE**

BY:

(1) **[INSERT NAME OF FREEHOLD OWNER]** of **[INSERT ADDRESS]** ("the **[First]** Owner")

(2) **[INSERT NAME]** of **[INSERT ADDRESS]** ("the Lessee ")

(3) **[INSERT NAME OF LENDER]** (Company Registration Number **XXX**) of **[INSERT REGISTERED OFFICE ADDRESS]** ("the Mortgagee")

TO:

(4) **LONDON BOROUGH OF REDBRIDGE** of Town Hall, 128-142 High Road, Ilford, Essex, IG1 1DD ("the Council")

1. BACKGROUND

1.1 The [Owner] wishes to carry out the Development pursuant to the Planning Permission upon the Site.

1.2 The Owner is the freehold owner of the Site / part of the Site registered with title number **[INSERT TITLE NUMBER]** at HM Land Registry. [At the date of this Deed the freehold title is subject to a charge in ~~favour~~ of the Mortgagee].

1.3 The Lessee is the leasehold owner of part of the Site registered with title number **[INSERT TITLE NUMBER]** at HM Land Registry.

1.4 The Site is within the zone of influence of the Epping Forest Special Area of Conservation (SAC) and the planning obligations contained in this Deed are necessary to mitigate the impact of the Development on it and make the Development acceptable in planning terms.

1.5 The **[First Owner, Second Owner and Lessee have/has]** agreed to ~~enter into~~ this Deed with the intention that the obligations contained in this Deed may, in the event that the Planning Permission is granted, be enforced by the Council against the Owner(s) and **[his/her/their/its]** successors in title.

1.6 For the purpose of the 1990 Act, the Council is the local planning authority for the area in which the Site is situated.

1.7 The obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and covenants and undertakings under the Acts.

NOW THIS DEED WITNESSETH

This should be the owner of the property and should match with the details of the owner stated on the planning application form. The owner's details will be on the property title deed from Land Registry.

Enter the details where applicable. Please write "n/a" if not applicable. This is important for formatting and consistency in paragraph numbers in the template.

Enter title number which will be on the property title deed from Land Registry.

Enter "n/a" if not applicable.

Delete as appropriate.

2. DEFINITIONS AND INTERPRETATION

1.1 In this Deed (which includes the Schedules and Appendices to it) the following words and expressions have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Acts"	means section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974 and section 1 of the Localism Act 2011 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other statutory powers and acts pursuant to which the Parties hereto shall be empowered to <u>enter into</u> this Deed;
"Commencement"	means for the purposes of this Deed the commencement of the Development pursuant to the Planning Permission by the carrying out of a material operation as defined in section 56(4) of the 1990 Act and the terms " Commencement " and " Commenced " and " Commence Development " and other congruent terms are to be construed <u>accordingly</u> ;
"Development"	means the development of the Site by the [INSERT DESCRIPTION OF DEVELOPMENT] as set out in the Planning Application;
"Epping Forest Special Area of Conservation Mitigation Strategy"	means the "Epping Forest Special Area of Conservation (SAC) Mitigation Strategy" document, which includes the Strategic Access Management and Monitoring (SAMM) Strategy and the Natural Greenspace Improvement Strategy (NGIS) as a Suitable Alternative Natural Greenspace Strategy (SANG) to protect land known as the Epping Forest Special Area of Conservation;
"European Site"	means all that land designated on 1 April 2005 under Article 4(4) of Council Directive 92/43/EEC on the Conservation of Natural Habitats and of Wild Flora and Fauna known as the Epping Forest Special Area of Conservation;

The description should match with the application form initially, and then may be updated later as necessary to match with the description assigned by the Planning Service.

"Index"	means the BCIS All in Tender Price Index or such other comparable index or basis for indexation as the Council may direct;
"Index-Linked"	means the recalculation of any payment specified in this Deed by applying the following <u>formula</u> :- $A \times \frac{B}{C} = D$ <p>Where:</p> <p>A = the payment specified in this Deed</p> <p>B = the figure shown in the relevant Index most recently published prior to the date the payment is made under this Deed</p> <p>C = the figure shown in the relevant Index most recently published prior to the date of this Deed</p> <p>D = the recalculated sum payable;</p>
"Interest"	means interest at four per cent (4%) above the base lending rate of the Bank of England from time to time;
"Monitoring Contribution"	means the sum of £ [INSERT SUM (INSERT SUM in words)] payable to the Council towards monitoring compliance with the obligations in this Deed;
["Owners"]	[means the First Owner, the Second Owner and the Lessee]
"Party"	means a party to this Deed and " Parties " shall be construed accordingly
"Plan"	means the site plan annexed to this Deed;
"Planning Application"	means the application for full planning permission submitted to the Council for the <u>Development allocated</u> reference number [INSERT IF AVAILABLE];

This should be "**one hundred and thirty-five**".

This is the planning application number assigned by the Planning Service.

"Planning Permission"	means the planning permission granted pursuant to the Planning Application;	
"SAMM Contribution"	Means the sum of £[INSERT SUM] Index Linked payable to the Council as a financial contribution towards the maintenance, improvement, management, access management and monitoring of the European Site to mitigate the recreational impact of the Development on the European Site in accordance with the Epping Forest Special Area of Conservation (SAC) <u>Mitigation Strategy</u> ;	This should match the summary amount on page 1 of the Unilateral Undertaking.
"SANG Contribution"	means the sum of £[INSERT SUM] Index Linked payable to the Council as a financial contribution towards the provision of Suitable Alternative Natural Green Space within the Borough as identified within the Epping Forest Special Area of Conservation (SAC) <u>Mitigation Strategy</u> ;	This should match the summary amount on page 1 of the Unilateral Undertaking.
"S106" Officer"	Monitoring the <u>Council's Section 106</u> Monitoring Officer for the time being or their successor post or any other officer to whom they delegate their Section 106 monitoring functions;	
"Site"	means the land against which this Deed may be enforced known as [INSERT SITE ADDRESS] <small>shown for identification purposes edged red on the Plan;</small>	The address should match with the application form initially, and then may be updated later as necessary to match with the registered address by the Planning Service.
"Section 73 Consent"	means a planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition to which the Planning Permission and/or to which such planning permission granted pursuant to section 73 of the Act was <u>granted</u> ;	
"Working Day"	means any day of the week other than Saturday, Sunday or a bank holiday or a public holiday in England.	

2. **CONSTRUCTION**

2.1 In this Deed, unless otherwise indicated, reference to:

2.1.1 The Owner(s) or the Council or any one or more of them shall include reference to their respective successors in title and to persons claiming through or under them;

- 10.4.1 On the Council at the address first given above marked for the attention of the S106 Monitoring Officer, quoting the Planning Application reference number;
- 10.4.2 On the Owner(s) at the address first given above or such other address as notified in writing to the Council from time to time quoting the Planning Application reference number;
- 10.4.3 On the Mortgagee at its registered office from time to time or such other address as notified in writing to the Council from time to time, marked for the attention of the S106 Monitoring Officer quoting the Planning Application reference number; **[DELETE IF NOT REQUIRED]**
- 10.4.4 On the Lessee at its registered office from time to time or such other address as notified in writing to the Council from time to time, marked for the attention of the S106 Monitoring Officer quoting the Planning Application reference number; **[DELETE IF NOT REQUIRED]**

Delete these clauses as appropriate. This will not impact on the formatting or clause numbers.

11. LOCAL LAND CHARGE REGISTRATION

This Deed is a Local Land Charge and the Owner(s) accepts that it shall be registered as such by the Council in the Local Land Charges Register.

12. JURISDICTION AND LEGAL EFFECT

- 12.1 This Deed will be 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.
- 12.2 If any provision of this Deed is found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect the validity or enforceability of the remaining provisions of this Deed.

13. VAT

- 13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any properly payable VAT.
- 13.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

14. INDEX-LINKING

Page 12

Any contribution and/or payment of any sum referred to in this Deed or in the Schedules to this Deed as being payable by any Party shall be Index-Linked.

15. **LATE PAYMENT**

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council, if any payment of any sum referred to herein shall have become due but shall remain unpaid the Owner(s) shall pay on demand to the Council Interest from the date when the same became due until payment thereof.

16. **SPEND IN ADVANCE**

16.1 The Owner(s) acknowledges and agrees that if prior to the receipt of any financial contribution payable under the terms of this Deed the Council incurs any expenditure in providing facilities or services to which this Deed authorises such financial contributions to be applied then the Council may immediately following receipt of such financial contributions deduct therefrom sums equivalent to such expenditure.

17. **MORTGAGEE'S CONSENT**

17.1 Subject to Clause 17.2 the Mortgagee acknowledges and declares that this Deed has been entered into by the Owner(s) with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed.

17.2 The Mortgagee shall have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations, covenants and undertakings as if it were a person deriving title from the Owner(s) **[DELETE PARAGRAPH 17 IF NO MORTGAGEE]**

Delete clauses 17, 17.1 & 17.2 if not applicable. This will not impact on the formatting or clause numbers.

IN WITNESS whereof this document has been executed as a Deed and delivered the day and year first before written

Page 14

APPENDIX – PLAN

Only screenshot of site location plan required here.

Pages 15 - 21

[EXECUTION CLAUSE FOR INDIVIDUALS]

SIGNED AS A DEED BY Click or tap here to enter text.
[insert name of party] _____
 Signature

in the presence of: Click or tap here to enter text.

 Witness Signature

Name Click or tap here to enter text.
Click or tap here to enter text.
 Address Click or tap here to enter text.
Click or tap here to enter text.
 WITNESS Occupation Click or tap here to enter text.

SIGNED AS A DEED BY Click or tap here to enter text.
[insert name of party] _____
 Signature

in the presence of: Click or tap here to enter text.

 Witness Signature

Name Click or tap here to enter text.
Click or tap here to enter text.
 WITNESS Address Click or tap here to enter text.
Click or tap here to enter text.

Click or tap here to enter text.
 Occupation Click or tap here to enter text.

Complete the relevant signature page.
 All original formatting, must be retained.
 Signatures must be **handwritten** and not typed.
 An image of the written signature can be inserted/pasted into an MS Word version of the Unilateral Undertaking document.