

NOTES IN RELATION TO UNILATERAL UNDERTAKING

- ⁽¹⁾ Please include the date the Undertaking is signed
- Parties to the Undertaking. The Undertaking has to be completed in the name of all of the Owners of the Property.
- The completed Undertaking shall be returned to the Authority within 8 weeks of the Planning Application. Before Planning Permission can be granted the completed unilateral undertaking has to be returned to the Authority together proof of ownership of the Development site which shall consist of:
 - a. in relation to land that **is** registered at the Land Registry up to date Land Registry office copy entries of the title and the official plan. Office copy entries can be obtained direct from the Land Registry. Please refer to the Land Registry website for more information (www.landregistry.gov.uk); or
 - b. in relation to land that **is not** registered at the Land Registry copies of the title deeds duly certified by a solicitor as true copies of the originals;
- Please note that if the Development site is subject to a lease tenancy or other occupational rights full details should be disclosed to the Authority for clarification of the persons who have to be a party to the undertaking.

⁽²⁾ Please insert full names and addresses of the Owners

⁽³⁾ Please insert full names and addresses of the Mortgagee. If there is no mortgage please delete the clause.

- ⁽⁴⁾ If the Property is registered at the Land Registry please insert the registered title number where indicated. If the Property is unregistered please delete the clause except the words "The Owner owns the Property"
- Clause (C.) This clause provides for the provision of details of any mortgage which affects the Property. There are two options:

⁽⁵⁾ This clause should be completed if the Property is registered at the Land Registry and is subject to a charge (mortgage). Where indicated the date of the charge and the Land Registry title number should be inserted. If this clause applies and is completed the clause below ⁽⁶⁾ should be deleted.

⁽⁶⁾ This clause should be completed if the Property is not registered at the Land Registry and is subject to a mortgage. If this clause applies and is completed the clause above ⁽⁵⁾ should be deleted.

If the Property is not subject to a Mortgage both options should be deleted.

- ⁽⁷⁾ The definition of the Contribution has two options. The first relates to applications for full or outline planning permission where the size of the proposed dwelling/s has been determined.

The SPG provides for the payment of £150 per square metre of the proposed dwelling/s in relation to applications made prior to the 1st October 2013. Thereafter the relevant contribution will be £250 per square metre.

In the event that the size of the proposed dwelling/s has not been determined, the second option set out in blue ink should be completed. In these circumstances the actual Contribution will be determined at the reserved matters stage.

The option not used should be deleted from the Undertaking.

- ⁽⁸⁾Please provide full description or address of Property together with the registered title number if registered at the Land Registry. A plan showing the full extent of the application site edged in red and signed by the Owner and any Mortgagee has to be attached to the Undertaking.
- ⁽⁹⁾Please include the planning reference number allocated to the application by the Authority.
- ⁽¹⁰⁾If there is no Mortgage or Charge this clause should be deleted.
- ⁽¹¹⁾Clause 10.1. Full details of the Owner and any Mortgagee should be included in this clause where indicated.
- Page 9 and 10. Signing of Undertaking. The Undertaking has to be signed by all the Owners and any Mortgagee named on the first page – The Undertaking provides for signature by either a private individual or a company.
 - ⁽¹²⁾In the case of a private individual the full name of the “Owner” should be inserted where indicated. The signature of a private individual should be witnessed by an independent person (not a family member) who should add their full name address and occupation where indicated
 - ⁽¹³⁾In the case of signature by a company the full name of the company should be included where indicated and the Undertaking signed by either two directors of the company or a director and the secretary of the company.
 - ⁽¹⁴⁾The Undertaking also provides for signature by any Mortgagee company. If any of the attestation clauses referred to above are not relevant they should be deleted.

Please note that the obligations contained in the Unilateral Undertaking create enforceable covenants against the Property. The Authority recommends that you take legal advice prior to signing the Undertaking.