Dated 10 July 2017

(1) JPI (HOLDINGS) LIMITED

(2) KIRKLEES COUNCIL

Section 106 unilateral undertaking

Schofield Sweeney LLP
76 Wellington Street
Leeds LS1 2AY
Tel: 0113 220 6270

(Ref: DPJ.10628.25)

Unilateral Undertaking

under section 106 of the Town and Country Planning Act 1990

relating to development at former fire station at Carlinghow Lane, Batley, WF17 8DN

This unilateral undertaking and Deed is given on 10th July of 2017 by:

Parties

(1) JPI (HOLDINGS) LIMITED (Company Number 09243818) whose registered office is at Unit C, Nepshaw Lane South, Gildersome, Morley, Leeds (the **Developer**); and

TO THE KIRKLEES COUNCIL of Civic Centre III, Huddersfield, HD1 2JR (the **Council**)

Background

(A) The Council is the local planning authority for the purposes of s 106 of the 1990 Act for the area in which the Land is situated.

(B) The Developer is the owner of the Land;

(C) The Developer submitted the Application to the Council and the Council has resolved to grant the Permission subject to completion of this Undertaking.

(D) The Developer has agreed that the Development shall be carried out only in accordance with the obligations set out in this Undertaking

Operative Provisions

1 **Interpretation**

1.1 In this Undertaking unless the context otherwise requires the following terms (arranged in alphabetical order) shall have the following meanings:

the 1990 Act means the Town and Country Planning Act 1990 (as amended);

Affordable Housing Contribution means the sum of £30,000 pounds Index Linked for the provision of subsidised housing which is available to persons who cannot afford to rent or buy housing generally available on the open market;

Application means the application for planning permission for the Development submitted by or on behalf of the Developer to the Council to which the Council has allocated reference number 2016/62/92111/E;

CIL Regulations means the Community Infrastructure Levy Regulations 2010 (as amended);

Development means the development of the Land for the erection of 13 dwellings with garages, formation of new access road, associated landscaping and lighting in accordance with the Permission;

Implementation means commencement of Development pursuant to the Permission by the carrying out of a 'material operation' (as defined in s 56(4) of the 1990 Act) save that for the purposes of this Agreement the term shall not include works of demolition, surveys, site clearance, works of archaeological or ground investigation or remediation, the erection of fencing or hoardings, the provision of security measures or lighting, the erection of temporary buildings or structures associated with the Development, the laying, removal or diversion of services, the provision of construction compounds, the temporary display of site notices or advertisements or piling works (and 'Implement' and 'Implemented' shall be construed accordingly);

Index Linked means any increase or decrease in the Retail Prices Index from the date of this Undertaking to the date of actual payment;

Land means the land edged red on the Plan registered at HM Land Registry with title number WYK913002;

Occupation means occupation for the purposes of the Permission but not including occupation by personnel engaged in construction, fitting out or decoration, or occupation for marketing or display, or occupation in relation to security operations and "**Occupy**" shall be construed accordingly

Permission means full planning permission (subject to conditions) to be granted by the Council for the Development;

Plan means the plan attached to this Agreement;

Planning Obligations means those planning obligations listed at Schedule 2 being planning obligations for the purposes of section 106 of the Act.

Working Day means any day which is not a Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday

2 **Interpretation**

2.1 Words importing one gender shall be construed as meaning any other gender;

2.2 Words in the singular include the plural and vice versa;

2.3 References to clauses and schedules are reference to clauses and schedules within this Undertaking only;

2.4 A reference to a person includes a company or any legal entity.

3 **Obligations and statutory powers**

3.1 This Undertaking is entered into by unilateral undertaking and is a planning obligation for the purposes of s 106 of the 1990 Act and it is acknowledged by the parties that the obligations contained within it are binding on the Land and are enforceable by the Council as local planning authority against the Developer as owner of the Land and against its successors in title in respect of its interest in each and every part of the Land.

3.2 The Developer hereby covenants to observe and perform the Planning Obligations;

4 **Land Bound**

The Land is bound by the Planning Obligations.

5 **Conditionality**

5.1 The obligations in this Undertaking (save for the covenant in paragraph 2.2 of Schedule 2) are unless otherwise specified conditional on:

5.1.1 the grant of the Permission by the Council; and

5.1.2 Implementation of the Permission.

6 **Liability**

6.1 Upon parting with all or any interest in the Land no party shall have liability for the breach of any covenant or Planning Obligation in this Undertaking other than in respect of any breach by it at the time when it held such an interest.

6.2 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Undertaking.

7 **Indexation and interest**

7.1 The Affordable Housing Contribution shall be Index Linked.

7.2 In the event of late payment of any of the Affordable Housing Contribution by the Developer to the Council such payment shall be subject to a charge of 2% above the base rate of the Bank of England from time to time in force and such charge shall apply from the date that the sum becomes due to the date of actual payment.

8 **Miscellaneous**

8.1 This Undertaking shall be registered as a local land charge by the Council;

8.2 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Undertaking confers or purports to confer any right to enforce any of the terms of this Undertaking on any person who is not a party hereto;

8.3 This Undertaking is governed by the laws of England and Wales.

9. The Developer shall[3] pay to the Council its reasonable legal costs of £100 in respect of the preparation of this Undertaking.

This Undertaking has been executed as a deed and delivered on the date stated at the beginning of this Undertaking.

Schedule 1
Plan

Land Registry
Official copy of title plan

Title number **WYK913002**
Ordnance Survey map reference **SE2224NW**
Scale **1:1250**
Administrative area **West Yorkshire : Kirklees**

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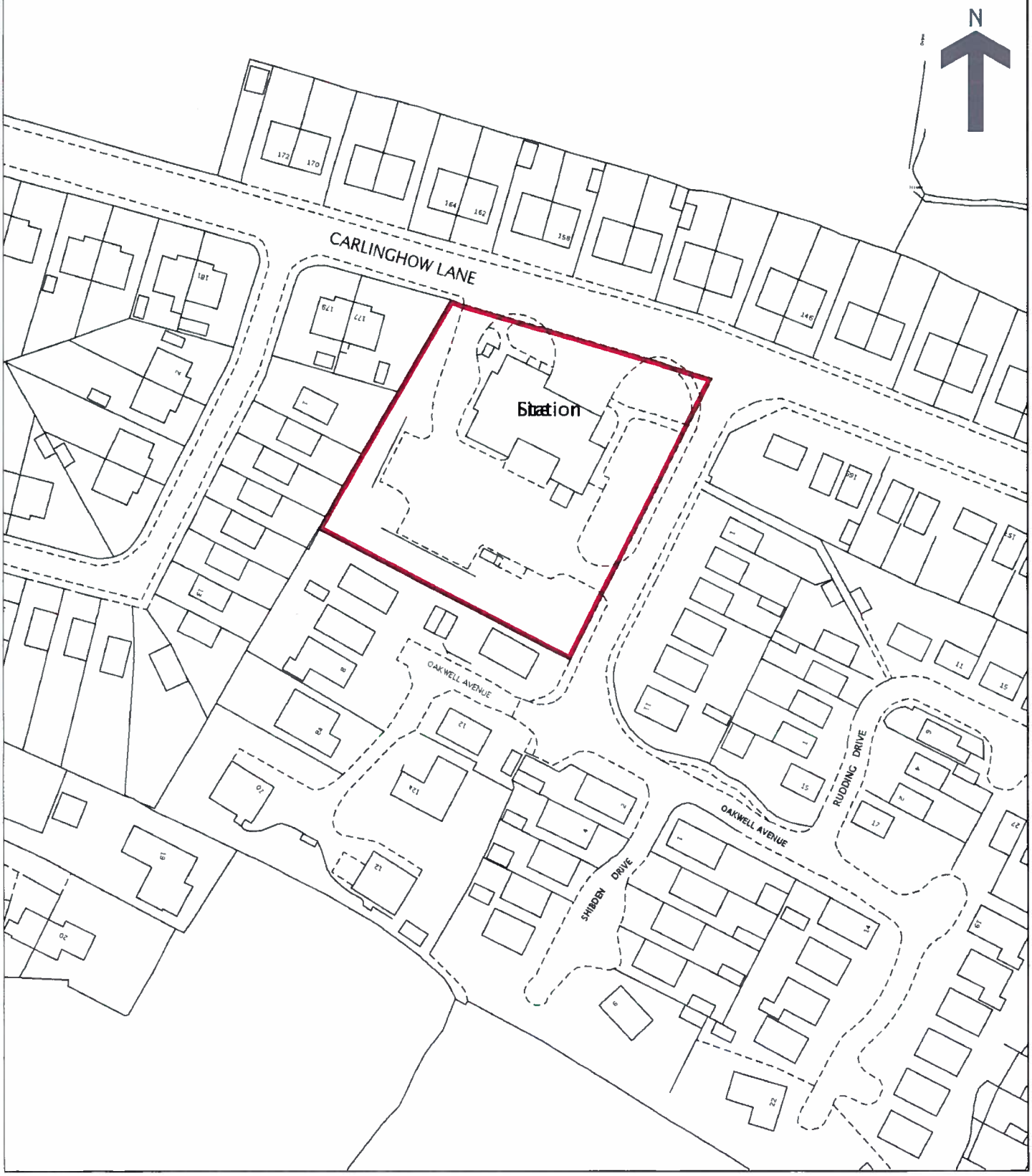

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Schedule 2

1. The Developer hereby undertakes not to Implement and not to permit Implementation until it has given the Council 10 Working Days prior written notice.

2. The Developer covenants with the Council not to Occupy or permit the Occupation any of the dwellings permitted to be constructed by the Permission until the Affordable Housing Contribution has been paid to the Council.

Signed as a deed by JPI (HOLDINGS) LIMITED acting by a director	)	
in the presence of:		STUART LEE DANIEL
Signature of witness	)	.....
Name (in BLOCK CAPITALS)		STUART LEE DANIEL
Address		3 THE TOWER DATIE, WF7 8JJ