

{insert date}

UNILATERAL UNDERTAKING

GIVEN BY

MEADOW CARE HOMES LIMITED

and

BANK OF CEYLON UK LIMITED

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

IN RESPECT OF

7 Belvedere Road, Bristol BS6 7JG

THIS DEED is made on the **{insert date}**

BY

(1) *MEADOW CARE HOMES LIMITED incorporated and registered in England and Wales with company number 05442816 of Brunel House, 11 The Promenade, Clifton, Bristol BS8 3NG* (“the Owner”)

(2) *BANK OF CEYLON UK LIMITED incorporated and registered in England and Wales with company number 06736473 whose registered office is at 1 Devonshire Square, London EC2M 4WD* (“the Mortgagee”)

WHEREAS

- (1) The Owner is the registered proprietor at HM Land Registry under title number AV123662 of the Land subject only to the Mortgage but otherwise free from incumbrances
- (2) The Council is the Local Planning Authority for the purposes of the Act for the City of Bristol within which the Land is situated
- (3) The Owner has by the Application applied to the Council for permission to develop the Land
- (4) The Owner has 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 Owner contained in Schedule 2 hereto shall be planning obligations for the purposes of Section 106 of the Act

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation

In this Deed:

- 1.1. “the Act” means the Town and Country Planning Act 1990 (as amended)
- 1.2. “the Application” means a written application registered on the **{insert date}** and numbered **{insert planning application number}** applying to the Council for planning permission in respect of the Land
- 1.3. “Commencement of the Development” means the carrying out of a material operation as defined in Section 56(4) of the Act in relation to the Development
- 1.4. “the Contributions” means the financial payments due under the Second Schedule hereto

- 1.5. “the Council” means the City Council of Bristol and its successors in title as the Local Planning Authority for the City of Bristol
- 1.6. “the Development” means such development as may be authorised by the Planning Permission
- 1.7. “the Index” means the indices based on the Retail Prices Index – all items compiled and published by the Office for National Statistics
- 1.8. “the Land” means the land described in the First Schedule hereto
- 1.9. “the Mortgage” means a legal charge dated 21 June 2024 and made between the Owner and the Mortgagee
- 1.10. “the Planning Obligations” means the covenants by the Owner contained in the Second Schedule hereto
- 1.11. “the Planning Permission” means a planning permission granted (whether by the Council or otherwise) in respect of the application
- 1.12. Words importing one gender shall be construed as importing any other gender
- 1.13. Words importing the singular shall be construed as importing the plural and vice versa
- 1.14. The clause and paragraph headings in the body of this Deed and in the Schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation
- 1.15. This Undertaking will be registered as a Local Land Charge and is entered into pursuant to Section 106 of the Act

2. The Planning Obligations

- 2.1. The Planning Obligations are planning obligations for the purposes of Section 106 of the Act
- 2.2. The Council is the Local Planning Authority by whom the Planning Obligations are enforceable
- 2.3. Any person deriving title from the Owner shall not be bound by the Planning Obligations during any period in which he no longer has an interest in any part of the land

3. Liability

- 3.1. No person shall be liable for a breach of covenant contained in this Deed after he shall have parted with his entire interest in the Land but

without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

4. The Mortgagee

- 4.1. The Mortgagee consents to the Owners entering into this Deed
- 4.2. Subject to sub clause 4.3 the Mortgagee shall be bound by and take effect subject to this Deed
- 4.3. The Mortgagee shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at any time when the Mortgagee is in possession of or has appointed a receiver of or has foreclosed in respect of all or any part of the Land

5. Council's Legal Costs

- 5.1. The Owner shall pay to the Council upon the date hereof its reasonable legal costs incurred in connection with the assessment of this Deed and its registration as a Local Land Charge

6. Monitoring Fee

- 6.1. The Owner covenants that upon receipt of a notice in writing from the Council the owner shall pay to the Council the sum of £ *{insert figure}* (*{insert sum in words}*) as a contribution towards the Council's costs of monitoring the implementation of this Deed PROVIDED THAT if a CIL payment becomes payable upon Commencement of the Development the Monitoring Fee shall be £nil

7. Calculation of Indexation

- 7.1. All Contributions will be subject to indexation based on increases in the Index
- 7.2. Indexation shall be calculated using the following formula:

$$C = \text{£Y} \times (B / A)$$

Where:

- A is the value of the Index for January 2013 in respect of Contributions relating to Tree Planting and Fire Hydrants but is the value of the Index for the month immediately preceding the date of this Deed in respect of all other Contributions
- B is the value of the Index for the month immediately preceding payment of a Contribution pursuant to the provisions of this Deed
- £Y is the Contribution

C is the level of the Contribution after the application of the Indexation formula

THE FIRST SCHEDULE

The Land

Land at 7 Belvedere Road, Bristol BS6 7JG in the City of Bristol shown for the purposes of identification only edged red on the plan attached hereto

THE SECOND SCHEDULE

Covenants by the Owner – the Planning Obligations

1. Contribution to Travel Plan

The Owner hereby covenants with the Council that the Owner will pay to the Council upon Commencement of the Development the sum of £4,252.00 (Four Thousand Two Hundred and Fifty Two pounds) towards the monitoring and audit of the travel plan.

IN WITNESS whereof this instrument has been executed as a Deed by the Owner and the Mortgagee the day and year first before written

EXECUTED as a Deed by Meadow Care
Homes Limited
Acting by [, a director

.....

In the presence of

Witness Signature

Witness Name

Witness address

EXECUTED as a Deed by

Bank of Ceylon UK Limited
Acting by [, a director

.....

In the presence of

Witness Signature

Witness Name

Witness address